

**ACT 44 Disclosure Form for Entities Providing  
Professional Services to the  
Carroll Township \_\_\_\_\_'s Pension System**

CHAPTER 7-A OF ACT 44 OF 2009 MANDATES the annual disclosure of certain information by every entity (hereinafter **“Contractor”**) which is a party to a professional services contract with one of the pension funds of the \_\_\_\_\_ Carroll Township \_\_\_\_\_(hereinafter the **“Requesting Municipality”**). Act 44 disclosure requirements apply to **Contractors** who provide professional pension services and receive payment of any kind from the **Requesting Municipality’s** pension fund. The **Requesting Municipality** has determined that your company falls under the requirements of Act 44 and must complete this disclosure form. You are expected to submit this completed form, to the Requesting Municipality below, by 11/30/2020. If, for any reason you believe that Act 44 does not require you to complete this disclosure form, please provide a written explanation of your reason(s) by 11/15/2020.

**RETURN COMPLETED  
DISCLOSURE TO:**

Carroll Township  
**Attention:** Faye Romberger  
555 Chestnut Grove Road  
Dillsburg, PA 17019

**Email Address:** fromberger@carrolltownship.com

**REQUIRED UPDATES:**

Where noted, information in this form must be updated in writing as changes occur.

## Definitions for Disclosure

TERM:	DEFINITION:
<b>CONTRACTOR</b>	Any person, company, or other entity that receives payments, fees, or any other form of compensation from a municipal pension fund in exchange for rendering professional services for the benefit of the municipal pension fund.
<b>SUBCONTRACTOR OR ADVISOR</b>	Anyone who is paid a fee or receives compensation from a municipal pension system – directly or indirectly from or through a contractor.
<b>AFFILIATED ENTITY</b>	Any of the following: <ol style="list-style-type: none"> <li>1. A subsidiary or holding company of a lobbying firm or other business entity owned in whole or in part by a lobbying firm.</li> <li>2. An organization recognized by the Internal Revenue Service as a tax-exempt organization under section 501(c) of the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. § 501 (c) ) established by a lobbyist or lobbying firm or an affiliated entity.</li> </ol>
<b>CONTRIBUTIONS</b>	As defined in section 1621 of the act of June 3 <sup>rd</sup> , 1937 (P.L. 1333, No. 320), known as the Pennsylvania Election Code
<b>POLITICAL COMMITTEE</b>	As defined in section 1621 of the act of June 3 <sup>rd</sup> , 1937 (P.L. 1333, No. 320), known as the Pennsylvania Election Code
<b>EXECUTIVE LEVEL EMPLOYEE</b>	<b>Any employee or person or the person’s affiliated entity who:</b> <ol style="list-style-type: none"> <li>1. Can affect or influence the outcome of the person’s or affiliated entity’s actions, policies, or decisions relating to pensions and the conduct of business with a municipality or a municipal pension system; or</li> <li>2. Is directly involved in the implementation or development policies relating to pensions, investments, contracts or procurement or the conduct of business with a municipality or municipal pension system.</li> </ol>
<b>MUNICIPAL PENSION SYSTEM</b>	Any qualifying pension plan, under Pennsylvania state law, for any municipality within the Commonwealth of Pennsylvania; includes the Pennsylvania Municipal Retirement System. <i>Example: the Police Pension Plan for the Borough of Winchesterville</i>
<b>MUNICIPAL PENSION SYSTEM OFFICIALS AND EMPLOYEES; MUNICIPAL OFFICIALS AND EMPLOYEES</b>	<b>Specifically</b> , those listed in <b>TABLE 2</b> titled: “ <i>List of Pension System and Municipal Officials and Employees</i> ” on the next page. Where applicable, includes any employee of the <b>Requesting Municipality</b> .
<b>PROFESSIONAL SERVICES CONTRACT</b>	A contract to which the municipal pension system is a party that is: (1) for the purchase of professional services including investment services, legal services, real estate services, and other consulting services; and, (2) not subject to a requirement that the lowest bid be accepted.

## List of Municipal Officials for the Requesting Municipality

Certain requests for information in this form will refer to a “**List of Municipal Officials.**” To assist you in preparing your answers, you should consider the following names to be a complete list of pension system and municipal officials and employees. Throughout this Disclosure Form, the below names will be referred to as the “**List of Municipal Officials.**”

Bruce R. Trostle

Name

Kelley Moyer-Schwille

Name

Dominic DePalma

Name

Kelly S. Wall

Name

Tim D. Kelly

Name

Faye Romberger

Name

Thomas Wargo

Name

Duane Stone, Esq.

Name

Name

Name

Name

Name

Name

Name

Name

Chairman

Title

Vice-Chairman

Title

Supervisor

Title

Supervisor

Title

Supervisor

Title

Secretary

Title

Chief of Police

Title

Solicitor

Title

Title

Title

Title

Title

Title

Title

Title

## Identification of Contractors & Related Personnel

**CONTRACTORS** (See “Definitions” – Page 2): Any entity who currently provides service(s) by means of a Professional Services Contract to the Municipal Pension System of the **Requesting Municipality**, please complete all of the following:

Identify the Municipal Pension System(s) for which you are providing information:

Indicate all that apply with an “X”:

Non- Uniform Plan

Police Plan

Fire Plan

**NOTE:** For all that follow, you may answer the questions / items on a separate sheet of paper and attach it to this Disclosure if the space provided is not sufficient. Please reference each question / item you are responding to by the appropriate number (**Example: Reference – Item #1**).

1. Please provide the names and titles of all individuals providing professional services to the **Requesting Municipality’s** pension plan(s) identified above. Also include the names and titles of any advisors and subcontractors of the Contractor, identifying them as such. After each name provide a description of the responsibilities of that person with regard to the professional services being provided to each designated pension plan.

Robert J. Langan, C(k)P™, CLTC, AIF®, CFBS, Managing Partner, Advisor

Alexander D. Langan, JD\*, CFBS - Advisor

Amy Sharp, Relationship Manager Unified Trust

2. Please list the name and title of any **Affiliated Entity** and their **Executive-level Employee(s)** that require disclosure; after each name, include a brief description of their duties. (**See: Definitions**)

N/A

3. Are any of the individuals named in **Item 1 or Item 2** above, a current or former official or employee of the **Requesting Municipality**?

YES  NO

**➔ IF “YES”, provide the name of the person employed, their position with the municipality, and dates of employment.**

4. Are any of the individuals named in **Item 1 or Item 2** above a current or former registered Federal or State lobbyist?

YES  NO

➔ **IF “YES”,** provide the name of the individual, specify whether they are a state or federal lobbyist, and the date of their most recent registration /renewal.

**NOTE:** All information provided for items 1- 4 above must be updated as changes occur.

5. Since December 17<sup>th</sup> 2009, has the **Contractor** or an **Affiliated Entity** paid compensation to or employed any third party intermediary, agent, or lobbyist that is to directly or indirectly communicate with an official or employee of the **Municipal Pension System** of the **Requesting Municipality** (OR), any municipal official or employee of the **Requesting Municipality** in connection with any transaction or investment involving the **Contractor** and the Municipal Pension System of the **Requesting Municipality**?

**This question does not apply** to an officer or employee of the **Contractor** who is acting within the scope of the firm’s standard professional duties on behalf of the firm, including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services, or assistance pursuant to the professional services contact with municipality’s pension system.

YES  NO

➔ **IF “YES”,** identify: (1) whom (the third party intermediary, agent, or lobbyist) was paid the compensation or employed by the **Contractor** or **Affiliated Entity**, (2) their specific duties to directly or indirectly communicate with an official or employee of the **Municipal Pension System** of the **Requesting Municipality** (OR), any municipal official or employee of the **Requesting Municipality**, (3) the official they communicated with, and (4) the dates of this service.

6. **Since December 17<sup>th</sup> 2009,** has the **Contractor**, or any agent, officer, director or employee of the **Contractor** solicited a contribution to any municipal officer or candidate for municipal office in the **Requesting Municipality**, or to the political party or political action committee of that official or candidate?

YES  NO

➔ **IF “YES”,** identify the agent, officer, director or employee who made the solicitation and the municipal officials, candidates, political party or political committee who were solicited (to whom the solicitation was made).

7. Since December 17<sup>th</sup>, 2009: Has the **Contractor** or an **Affiliated Entity** made any contributions to a municipal official or any candidate for municipal office in the **Requesting Municipality**?

YES  NO

➔ IF "YES", provide the name and address of the person(s) making the contribution, the contributor's relationship to the Contractor, The name and office or position of the person receiving the contribution, the date of the contribution, and the amount of the contribution.

8. Does the **Contractor** or an **Affiliated Entity** have any direct financial, commercial or business relationship with any official identified on the **List of Municipal Officials**, of the **Requesting Municipality**?

YES  NO

➔ IF "YES", identify the individual with whom the relationship exists and give a detailed description of that relationship.

**NOTE:** A written letter is required from the **Requesting Municipality** acknowledging the relationship and consenting to its existence. The letter must be attached to this disclosure. Contact the **Requesting Municipality** to obtain this letter and attach it to this disclosure before submission.

9. Has the **Contractor** or an **Affiliated Entity** given any gifts having more than a nominal value to any official, employee or fiduciary – specifically, those on the **List of Municipal Officials** of the **Requesting Municipality**?

YES  NO

➔ IF "YES", Provide the name of the person conferring the gift, the person receiving the gift, the office or position of the person receiving the gift, specify what the gift was, and the date conferred.

10. Disclosure of contributions to any political entity in the Commonwealth of Pennsylvania

**Applicability:** A “YES” response is required and full disclosure is required **ONLY WHEN ALL** of the following applies:

- a) The contribution was made within the last 5 years (specifically since: December 18<sup>th</sup> 2004)
- b) The contribution was made by an officer, director, executive-level employee or owner of at least 5% of the **Contractor** or **Affiliated Entity**.
- c) The amount of the contribution was at least \$500 and in the form of:
  - 1. A single contribution by a person in (b.) above, **OR**
  - 2. The aggregate of all contributions all persons in (b.) above;
- d) The contribution was for
  - 1. Any candidate for any public office or any person who holds an office in the Commonwealth of Pennsylvania;
  - 2. The political committee of a candidate for public office or any person that holds an office in the Commonwealth of Pennsylvania.

YES     NO

➔ **IF “YES”**, provide the name and address of the person(s) making the contribution, the contributor’s relationship to the **Contractor**, The name and office or position of the person receiving the contribution (or the political entity / party receiving the contribution), the date of the contribution, and the amount of the contribution.

11. With respect to your provision of professional services to the Municipal Pension System of the **Requesting Municipality**: Are you aware of any apparent, potential or actual conflicts of interest with respect to any officer, director or employee of the **Contractor** and officials or employees of the **Requesting Municipality**?

YES     NO

**NOTE:** If, in the future, you become aware of any apparent, potential, or actual conflict of interest, you are expected to update this **Disclosure Form** immediately in writing by:

- Providing a brief synopsis of the conflict of interest (and);
- An explanation of the steps taken to address this apparent, potential, or actual conflict of interest.

➔ **IF “YES”**, Provide a detailed explanation of the circumstances which provide you with a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

12. To the extent that you believe that **Chapter 7-A of Act 44 of 2009** requires you to disclose any additional information beyond what has been requested above, please provide that information below or on a separate piece of paper.

Please provide the name(s) and position(s) of the person(s) participating in the completion of this Disclosure. **One of the individuals** identified by the **Contractor** in **Item #1** above must participate in completing this Disclosure and must sign the below verification attesting to the participation of those individuals named below.

Robert J. Langan  
Name \_\_\_\_\_

Advisor  
Position \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

DocuSigned by:  
**ROBERT J. LANGAN**  
E572FF399B3D47B...

11/29/2020

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Advisor  
\_\_\_\_\_  
Title



# Verification

I, Robert J. Langan hereby state that I am Pension advisor for  
Name Position  
Langan Financial Group and I am authorized to make this verification.  
Contractor

I hereby verify that the facts set forth in the foregoing Act 44 Disclosure Form for Entities Providing Professional Services to the Carroll Township's Pension System are true and correct to the best of my knowledge, information and belief. I also understand that knowingly making material misstatements or omissions in this form could subject the responding Contractor to the penalties in Section 705-A(e) of Act 44.

I understand that false statements herein are made subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsification to authorities.

DocuSigned by:  
ROBERT J. LANGAN  
E572FF399B3D47B...

**Signature**

11/29/2020

**Date**

### Certificate Of Completion

Envelope Id: 46E0111DDE2645658D49DC4F6C2C901E	Status: Completed
Subject: Please DocuSign: Act 44 not signed.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 9	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	Robert J. Langan
Time Zone: (UTC-06:00) Central Time (US & Canada)	1776 PLEASANT PLAIN RD.
	Fairfield, IA 52556
	BOB@LANGANFINANCIAL.COM
	IP Address: 98.117.22.24

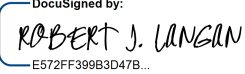
### Record Tracking

Status: Original	Holder: Robert J. Langan	Location: DocuSign
11/29/2020 2:52:01 PM	BOB@LANGANFINANCIAL.COM	

### Signer Events

ROBERT J. LANGAN  
 bob@langanfinancial.com  
 Cambridge DP  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
 E572FF399B3D47B...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 98.117.22.24

### Timestamp

Sent: 11/29/2020 2:52:25 PM  
 Viewed: 11/29/2020 2:52:32 PM  
 Signed: 11/29/2020 2:53:10 PM  
 Freeform Signing

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/29/2020 2:52:32 PM  
 ID: 2e267b6d-b4ba-4362-8a11-b74745d8eb9e

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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AnnMarie annmarie@langanfinancial.com Cambridge DP Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 11/29/2020 2:53:11 PM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/29/2020 2:52:25 PM
Certified Delivered	Security Checked	11/29/2020 2:52:32 PM
Signing Complete	Security Checked	11/29/2020 2:53:10 PM
Completed	Security Checked	11/29/2020 2:53:11 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

### **Clarity of Text**

Clarity of text of the documents contained in this envelope may be affected by the size of the screen on which it is displayed.

### **Client Consent to Electronic Delivery and Execution**

From time-to-time Cambridge Investment Research, Inc., Cambridge Investment Research Advisors, Inc., and/or TBS Agency, Inc. (collectively, "Cambridge," "we," "our," or "us" ) may request that certain agreements, notices, disclosures, authorizations, acknowledgements, records, account forms, and other documents (" Documents") be delivered to you electronically and that you or Cambridge electronically sign certain Documents. Prior to using electronic documents and signatures in its relationship with you, Cambridge must ask for and obtain your consent. Your consent is optional. This Client Consent to Electronic Delivery and Execution (this "Client Consent") governs your use of a DocuSign, Inc. ("DocuSign") account to electronically receive, store, and sign such Documents.

Please read this Client Consent carefully and thoroughly, and if you can access this Client Consent electronically to your satisfaction, and agree to the terms and conditions herein, confirm your agreement by checking the "I agree..." box associated with this Client Consent.

### **Consenting to Electronic Delivery and Execution**

By checking the "I agree..." box associated with this Client Consent, you acknowledge and agree that:

- You can access, and have read and understand this Client Consent;
- You will be giving your informed consent and agreement to use the electronic documents and signature system and process described below to electronically receive, review, and electronically sign paperless documents sent to you in electronic envelopes;
- You will be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen; and
- You have the current hardware and software described below, and the ability to print or save this Client Consent or to electronically send this Client Consent to yourself for your future reference.

If you do not agree to the terms of this Client Consent, do not check the "I agree..." box. Even if you agree now, in the future after receiving an electronic document, you will be able to choose whether or not to electronically sign that document or ask for a paper version to sign. You may also withdraw your consent as described below.

### **The Electronic Delivery of Documents**

Cambridge is your agent who chooses which Documents to send to you electronically for review and electronic signature. This is the case whether Documents are Advisor Forms or Custodian Forms. Cambridge will place Documents, which may or may not require your signature, in an electronic envelope on the DocuSign system (as described below), and a link to the envelope will be emailed to you. You will access the envelope and Documents, review them, and, if you choose, electronically sign them using the DocuSign system. You agree to immediately notify

Cambridge if you receive any electronic Document or information that appears to be in error or not intended for you.

If an electronic Document requires the signatures of others besides you, it will not be submitted to the counter-party for processing or effective as to its contents or any actions it instructs or authorizes until all required signatures have been obtained. If any party whose signature is required declines to electronically sign, then the electronic signature of any party previously obtained will not be effective, and all parties will be required to hand sign a paper document.

### **Receiving Paper Copies**

You can obtain a paper copy of any Document delivered to you electronically via your DocuSign account by printing a copy from your DocuSign account or by contacting Cambridge and requesting that a paper copy be delivered to you via another method. As long as you are an authorized user of the DocuSign system, you will have the ability to download and print any Documents delivered to you through your DocuSign user account for a limited period of time (usually 30 days) after such Documents are first sent to you. After such time, if you wish for us to send you paper copies of any such Documents you may request delivery of such paper copies from us by following the procedure described below. We reserve the right to charge you a fee to provide paper copies of Documents.

You can request a paper copy of any executed Document delivered to you electronically by Cambridge via DocuSign by contacting the Cambridge Client Team at (888) 245-0452 or (641) 472-5100.

### **Withdrawing Your Consent**

Cambridge will ask you for this Client Consent each time it presents an envelope of electronic Documents. Once you give your consent for an envelope, you cannot withdraw it for that envelope. You can, however, choose not to give your consent in the future when you are presented with subsequent envelopes. If you do this, you will be unable to proceed electronically and you may be required to use paper documents and signatures. If you give your consent for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic Documents in that envelope. Once you electronically sign a particular Document, you cannot withdraw the consent for that Document, but you can choose to not electronically sign any other Documents included in the same envelope. In addition, before you complete an electronic signature of a Document, you may cancel and exit the electronic signing process before clicking the "Confirm Signing" (or other similarly titled button) and closing your browser.

### **Advising Cambridge of a Change in Your E-Mail Address**

Your current valid email address is required in order to electronically receive and execute Documents via DocuSign. You agree to keep Cambridge informed of any changes in your email address.

To notify Cambridge of a change in your email address, you must send an email to [clicsupport@cir2.com](mailto:clicsupport@cir2.com) and in the body of such request you must state your previous email address and your new email address. In addition, you must notify DocuSign to arrange for your

new email address to be reflected in your DocuSign account by following the process for changing email in DocuSign.

### **Required Hardware and Software**

The current version of hardware and software that meet the necessary requirements to electronically receive and execute documents via DocuSign is listed below:

Browsers:	Internet Explorer 11 (Windows only) Windows Edge Current Version Mozilla Firefox Current Version Safari (Mac OS only) 6.2 or above Google Chrome Current Version
Mobile Signing:	Apple iOS 7.0 or above Android 4.0 or above
Email:	Access to a valid email account
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance

The minimum requirements identified above are subject to change. If these requirements change, we will send you an email, at the email address we have on file for you at that time, providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent to the electronic execution and delivery of Documents via DocuSign.

### **DocuSign System**

Cambridge has entered into an agreement with DocuSign to make the DocuSign electronic signing system available to facilitate your receipt, review, and electronic signature of electronic Documents. Your use of the DocuSign system is subject to DocuSign's Terms of Use available at [www.docusign.com/company/terms-of-use](http://www.docusign.com/company/terms-of-use). Cambridge and DocuSign are not affiliated with each other. Cambridge is not responsible for the DocuSign system, and Cambridge disclaims any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

### **Security and Privacy Information**

In accessing electronic Documents and electronically signing them, you should use a computer operating system that has a firewall (software that is designed to prevent unauthorized access to your computer by blocking suspicious people or websites) and that it is turned on and up-to-date. You should also make sure that your computer has anti-virus software that it is turned on and that your subscription is current.

Emails sending you links to envelopes with electronic Documents for electronic signature are not guaranteed to be encrypted (unless the email expressly says that it is encrypted), but the contents of the envelopes are protected. For security and confidentiality, unencrypted emails will not include your name, full account number, or any other personal identifier. Be aware, however, that some email addresses may use part or all of your name. If you use a work email address, your employer or other employees may have access to your email. Although Cambridge believes that email is a reasonably reliable method of delivery, as with any form of communication, there is a risk of misdelivery or interception.

DocuSign has agreed with Cambridge to safeguard the security and privacy of all confidential customer information. DocuSign's privacy policy applies to your use of the DocuSign system. In addition, Cambridge's privacy policy applies to information we receive from you as part of the electronic signature process. Links or references to where you can view Cambridge's privacy policies may be contained in the email notifying you of the documents on which your electronic signature is requested or the documents themselves. You may also contact Cambridge to be directed to Cambridge's privacy policy.

Accessing the DocuSign system via a mobile device involves the electronic transmission of information across the networks of your wireless service provider. Cambridge is not responsible for the privacy or security of wireless data transmissions. Use only reputable service providers and check with your wireless service provider for information about its privacy and security practices.

### **Limitation of Liability**

Cambridge's liability for any loss or damages, direct or indirect, in contract, tort or otherwise, arising out of the subject matter of this Client Consent shall be limited to those actual and direct damages which are reasonably incurred by you and caused by Cambridge's gross negligence, recklessness, or willful misconduct. In no event shall Cambridge be liable to you for any special, indirect, incidental, consequential, speculative, punitive, or exemplary damages, including but not limited to lost profits, even if Cambridge has knowledge of the possibility of such damages.

### **Governing Law**

This Client Consent shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflict of law principles.

### **Dispute Resolution**

The following disclosure is required by various regulatory bodies but should not limit the applicability of the following arbitration provision to or in any claim or controversy which may arise between you and Cambridge.

This Client Consent contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Client Consent are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Client Consent.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the parties expressly agree that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators. This agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws.
- The award of the arbitrators or of the majority of them shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; (2) the class is decertified; or (3) you are excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Client Consent except to the extent stated herein.

**YOU AGREE, THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN US, INCLUDING ANY DISPUTE INVOLVING CAMBRIDGE'S PRESENT OR FORMER AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS AND INCLUDING, BUT NOT LIMITED TO THOSE INVOLVING TRANSACTIONS IN ANY ACCOUNT YOU HAVE INDIVIDUALLY OR JOINTLY WITH OR ON BEHALF OF ANOTHER PARTY AT CAMBRIDGE, INCLUDING THOSE IN WHICH YOU HAVE A BENEFICIAL INTEREST, OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US, WHETHER ENTERED INTO PRIOR, ON, OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE FULLY AND FINALLY DETERMINED BY BINDING ARBITRATION CONDUCTED BEFORE, AND ONLY BEFORE, THE ARBITRATION PANEL SET UP BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) IN ACCORDANCE WITH ITS ARBITRATION PROCEDURES. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE**



## **CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE LAWS OF THE STATE OF IOWA.**

If you file a complaint in court against Cambridge that contains claims that are subject to arbitration pursuant to this arbitration agreement, Cambridge may seek to compel arbitration of the claims that are subject to arbitration. If Cambridge seeks to compel arbitration of such claims, Cambridge must agree to arbitrate all of the claims contained in the complaint if you so request. If Cambridge seeks to compel arbitration of the claims you have filed in court that are subject to arbitration, you expressly agree to reimburse all fees, costs and expenses incurred by Cambridge to enforce the arbitration provisions of this agreement unless FINRA arbitration procedures permit the claim to be filed in court or enforcement of this provision would limit or contradict FINRA arbitration procedures.

By agreeing to this Client Consent you acknowledge that you are aware that this Client Consent contains a binding arbitration provision that may be enforced by the parties.

### **Client Warranties**

You hereby represent and warrant to Cambridge that: (a) you will use DocuSign for lawful purposes only and subject to this Client Consent and DocuSign's Terms and Conditions; (b) you are solely responsible for maintaining the confidentiality of your DocuSign account names and password(s); (c) you agree to immediately notify us of any unauthorized use of your DocuSign account of which you become aware; and (d) you agree that Cambridge will not be liable for any losses incurred as a result of your use or a third party's use of your DocuSign account, regardless of whether such use is with or without your knowledge and consent.

### **Disclaimer of Warranties**

Cambridge makes no representation or warranty of any kind, whether express, implied (either in fact or by operation of law), or statutory, regarding your use of your use of a DocuSign account to electronically execute, receive or store Documents. Cambridge expressly disclaims all implied warranties of merchantability and fitness for a particular purpose. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

### **Indemnification**

You agree to indemnify, defend and hold harmless Cambridge and its employees, agents, officers, directors, shareholders, affiliates, successors and each person or entity who is or may be deemed to be controlling, controlled by or under common control with Cambridge, from and against any and all claims, demands, liabilities, damages, causes of action, proceedings, suits, judgments, losses, costs and expenses, including reasonable attorneys' fees, court costs and arbitration costs of any nature, based upon, arising out of or in connection with, or relating to your negligence, recklessness, willful misconduct, material violation of any laws, rules or regulations, or breach of this Client Consent or the DocuSign Terms and Conditions.

**Modifications**

We reserve the right to modify this Client Consent at any time and in any manner by sending information regarding the amendment to the email address you provide us.

**Entire Agreement**

This Client Consent contains the entire understanding of the parties with respect to the subject matter herein and supersedes all prior agreements or understandings.

**THIS CLIENT CONSENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU ACKNOWLEDGE YOUR RECEIPT OF THIS CLIENT CONSENT, INCLUDING THE PREDISPUTE ARBITRATION CLAUSE HEREIN.**