

## Electronic Delivery

Please read this Electronic Signature and Delivery Agreement (“eSignature & Delivery Agreement”) carefully, as it contains important information about your legal rights and governs the provision of the services described herein relative to all of your accounts with, and the services and products provided to you by, Invicta. Invicta means Invicta Capital LLC, and Invicta Advisors, LLC; collectively “Invicta”. The words “I,” “my,” “me,” “you,” and “your” mean each account holder and/or user identified on an account, or of a product or service offered by Invicta.

### **1. What are Electronic Signatures (“eSignature”)?**

From time to time, Invicta may be required to provide you with certain written agreements, disclosures, notices, acknowledgments, authorizations, instructions, transaction records, statements, offering materials, and similar documents (collectively, “Invicta Communications”), for which your signature may be required to evidence your agreement to or receipt of the Invicta Communication. In conjunction with DocuSign, Inc., one of the world’s foremost providers of secure electronic signature processing services, Invicta offers a program that allows you to easily affix your signature through electronic means, using a computer or mobile device (an “electronic signature” or “eSignature”), instead of manually signing your name and physically returning a signed document. It is important to understand that your electronic signature is as valid and legally enforceable as a manual signature.

### **2. How can I register for eSignature?**

You may start your registration for eSignature by contacting your financial advisor, who will guide you through the process. As part of the registration process, you will be asked to provide a valid phone number and e-mail address, along with other information that will be used to verify your identity.

### **3. What will happen after I register for eSignature?**

Your registration for eSignature serves as your informed consent to receive Invicta Communications via electronic means, rather than in paper form. Once you are registered for eSignature, instead of mailing Invicta Communications to you in paper form, we will provide you with notice of and access to certain Invicta Communications via an e-mail sent to an e-mail address that you provide. Notwithstanding your registration for eSignature, Invicta may send you paper copies of certain Invicta Communications and require a manual signature, at its sole discretion.

### **4. Can I cancel my registration for eSignature or revoke my consent to receive Invicta Communications electronically?**

Yes, you may revoke your consent to receive Invicta Communications electronically at any time by notifying Invicta, in writing, through your financial advisor. After Invicta has had a reasonable time to process your revocation, future Invicta Communications will be sent to you in paper form. The revocation of your consent to receive Invicta Communications electronically will automatically terminate your eSignature registration, and you will no longer have the ability to provide an electronic signature.

### **5. Additional Terms**

(i) My electronic signature is the legal equivalent of my manual signature.

(ii) I will only sign documents electronically while I am physically located in the United States of America. In the event I sign electronically while outside of the borders of the United States of America, in violation of this Agreement, my signature will be treated as if I had signed within the borders of the United States of America, and shall be enforceable under, and subject to, the laws of the United States of America, irrespective of the laws of any foreign nation.

(iii) I agree that my use of any mouse, keyboard, or other device to check a box, select a button or icon, or any similar action to effectuate a transaction, or to signify my acknowledgment of, or consent

to, terms, conditions, and disclosures constitutes my signature, acceptance, and agreement as if manually written by me.

(iv) The use of an electronically stored copy of any Invicta Communication, as well as an electronic signature, shall be considered to be the true, complete, valid, authentic, and enforceable record of the document, and shall be admissible in any arbitral, judicial, or administrative proceedings to the same extent as if the document was originally generated and maintained in paper form and/or manually signed. Invicta Communications sent to me electronically fully satisfy any requirement that such communications be provided "in writing."

(v) I agree not to contest the admissibility or enforceability of any Invicta Communication on the basis that it was not originally received in paper form, is an electronic copy, or that it was signed electronically instead of manually.

(vi) By registering for eSignature, I am confirming that I have provided Invicta with a valid e-mail address and have and will maintain reliable access to the internet and the ability to open, save, download, and print documents in Portable Document Format ("PDF"). PDF documents require the use of Adobe Acrobat Reader software, which is available as a free download from [www.adobe.com](http://www.adobe.com). I understand that it is my responsibility to both keep my e-mail address current and to monitor it for Invicta Communications.

(vii) I understand that for security and other purposes Invicta may need to block access by certain web browsers and electronic devices from Invicta's systems or any of its third-party vendors who support Invicta's eSignature for security and other purposes, without notice.

(viii) I understand that e-mail is not private and secure, and that there are risks associated with the transmission of communications electronically, including but not limited to: unauthorized access, system outages, delays, or disruptions.

(ix) Invicta may revise the terms and conditions of this eSignature & Delivery Agreement at any time, and my continued use of the services described herein after any such revisions signifies my acceptance of such revised terms and conditions. I agree that it is my responsibility to visit the Invicta Important Disclosures website to review the most current terms and conditions of this eSignature & Delivery Agreement. I understand that my relationship with Invicta is governed by the terms and conditions contained in the Invicta Account Agreement.