

Please read this Xantos Labs LLC (“Xantos Labs”) ESIGN Agreement (“Agreement”) carefully and retain a copy for your records. This Agreement applies to all current and future disclosures, agreements, statements, fee schedules, notices and other documents (collectively, “Communications”) related to the services provided by Xantos Labs and/or any of its affiliates (the “Services”). For purposes of this Agreement, “affiliates” shall mean any entity or person, directly or indirectly, owned by, or under common ownership control with Xantos Labs. As used in this Agreement, “you” means the person providing this consent and “us” or “we” or “our” means Xantos Labs.

## **1. Consent**

By clicking or tapping “Accept and continue” or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Agreement, you consent and agree that:

- We can provide all Communications to you electronically including, but not limited to, all disclosures required by law and other information about your legal rights and duties;
- You have any necessary hardware, software or other technology to receive and review any Communications sent electronically, including Internet access, a valid e-mail address, the hardware and software described in Section 4 below, and a printer or other device to download and save any information you wish to retain; and
- Your electronic signature (as evidenced by tapping, clicking, or other actions) on any Communication has the same effect as if you signed it in ink. Your consent is effective immediately and will remain in effect until you tell us that you no longer want to receive Communication`s electronically by sending us notice in the manner described in Section 5 below.

## **2. Method**

You agree that the primary method we will use to deliver Communications to you will be to post the information on the Xantos Labs website ([www.xantoslabs.com](http://www.xantoslabs.com)) or such other secure website or mobile application as we may specify in the future (collectively, the “Application”) and, to the extent required by law, to send you an e-mail notice directing you to the Application. You understand that you will be deemed to have received certain Communications (such as prospectuses and other Communications that do not contain personal financial information) when they are posted to a publicly available website. In addition, we reserve the right to post Communications to the Application without providing notice to you, to send documents to you by e-mail at your electronic address of record or otherwise through the Application.

You agree to check the Application regularly, as you may have no other way to know the Communications have been delivered to you. You agree that electronic delivery of these Communications in any of the ways described in this Agreement will constitute good and

effective delivery to you when posted or sent, regardless of whether you actually or timely receive or access the Communications.

### **3. Electronic Mail**

You must keep your e-mail or electronic address current with us. You must notify us immediately of any change in your e-mail or other electronic address. You may change the e-mail address on record for you through the Application or by contacting us at support@xantoslabs.com. Until Xantos Labs has received and had a reasonable time to act on any notice of such a change, Xantos Labs may continue to send Communications to your previous e-mail address, and any such Communications will be deemed to have been delivered to you, whether or not you actually receive them. If any e-mail notification sent to you at your electronic address of record is returned to Xantos Labs as undeliverable and Xantos Labs is unable to obtain a valid e-mail address, you will be deemed to have revoked your consent to electronic delivery and will be subject to the terms described in Section 5 below.

### **4. Hardware and Software**

To view Communications, you will need a:

- A Current Version (defined below) of an Internet browser we support;
- Connection to the Internet;
- Current Version of a program that accurately reads and displays PDF files (which may be either a browser that supports native PDF rendering or a program such as Adobe Acrobat Reader); and
- A computer or mobile device and an operating system capable of supporting all of the above.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher.

We agree to provide you with notice of any change in the hardware or software requirements needed to access or retain Communications electronically. If you revoke your consent to electronic delivery, you will be subject to the terms described in Section 5 below.

### **5. Withdrawing Consent**

You may revoke or suspend your consent to electronic delivery at any time by contacting us at support@xantoslabs.com. You may also request that Xantos Labs send you paper copies of Communications that the law requires Xantos Labs to provide to you. You agree, however, that if you revoke or suspend your consent or request paper copies of Communications, Xantos Labs may charge you a reasonable service charge (to the extent permitted by law) for the delivery of paper copies of any Communication that would otherwise be delivered to you electronically. Xantos Labs may also restrict, revoke or terminate your access to the Services, eliminate product features, or terminate any agreement with you in accordance with the provisions of that agreement. Any revocation of your consent will take effect on a date determined by Xantos Labs, which will be communicated to you in writing. You further agree that any revocation or suspension of your consent to this Agreement, your request for paper copies, or our delivery of any paper copies will not imply that the previous electronic delivery or

signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

## **6. Acknowledgement**

You agree to be bound by any agreement entered into electronically (through clicks, taps or other actions) by any person using your user account information and password. You will not contest the legal effectiveness, validity, enforceability or use of the electronically stored copies of any agreements electronically signed by you electronically based on the fact that the terms were accepted electronically, and you further agree that any such agreements entered into electronically will be deemed to be “in writing” and to have been “signed” by you with the same effect as a manual signature (and any electronic record of such agreements entered into electronically will be deemed to be “in writing”).

### **Questions**

If you have questions about our electronic signature agreement, you can contact us at [support@xantoslabs.com](mailto:support@xantoslabs.com).