

# Equity Catalyst, LLC

## Electronic Consent and Delivery of Documents

Updated: [•], 2024

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I agree that any time I click or have clicked on an (“**I Agree**,”) (“**I Consent**”) or other similarly worded button or entry field with my mouse, keystroke or other device, my agreement or consent is legally binding and enforceable against me and is the legal equivalent of my handwritten signature on an agreement that is printed on paper. I agree to be bound by any affirmation, assent or agreement that I transmit, or have transmitted, to or through this website (the “**Platform**”) by computer or other electronic device, including internet, telephonic and wireless devices, including but not limited to any consent I give or have given to receive communications from Equity Catalyst, LLC or any of its affiliates, owners, officers, directors, managers, shareholders, members, employees, associated persons,, agents, consultants, attorneys, accountants, and other representatives of any of them (“**Equity Catalyst**”) solely through electronic transmission. I agree that Equity Catalyst may create and store a version of any document to which I have provided electronic consent with my simulated signature affixed thereto and that such version shall be deemed an executed copy and a valid record of the agreed to document with the same effect as if such document had been originally executed by me.

I understand that, to the fullest extent permitted by law, any notices, disclosures, forms, privacy statements, reports or other communications, including any tax-related information or documents to the extent provided below (collectively, “**Communications**”), regarding the investments/products available on the Platform, and my investment in any such investments/products, may be delivered by electronic means, such as by e-mail or through [www.\[•\].com](http://www.[•].com). I consent to electronic delivery as described in the preceding sentence. In so consenting, I acknowledge that e-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. I also acknowledge that an e-mail from Equity Catalyst may be accessed by recipients other than me and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. I understand that Equity Catalyst gives no warranties in relation to these matters.

I consent to the delivery of tax documents (including without limitation Internal Revenue Service (“**IRS**”) (Form 1099-DIV) through [www.\[•\].com](http://www.[•].com). I understand that I may withdraw this consent before my tax document is furnished. I also understand that tax documents, including without limitation IRS Form 1099-DIV, may be required to be printed and attached to a Federal, State, or local income tax return. In providing this consent, I also acknowledge that I have received Equity Catalyst’s Information on the Electronic Delivery of Tax Documents, included below.

I further understand and agree to each of the following:

- As long as my consent remains in effect, Equity Catalyst may provide all Communications to me electronically in lieu of providing paper Communications.
- **Hardware and software that I will need.** Electronic Communications may be provided to me via e-mail and/or the Platform. In order to view and retain the Communications, my computer hardware and software must, at a minimum, be capable of accessing the Internet, with connectivity to an Internet Service

Provider or any other capable communications medium, and with software capable of viewing and printing a \*.pdf file created by Adobe Acrobat. Further, I must have a personal e-mail address capable of sending and receiving e-mail messages to and from Equity Catalyst. To print the documents, I will need access to a printer compatible with my hardware and the required software.

- If these software or hardware requirements change in the future, Equity Catalyst will notify me through the Platform.
- To facilitate these services, I must provide Equity Catalyst with my current e-mail address and update that information as necessary. Unless otherwise required by law, I will be deemed to have received any electronic Communications that are sent to the most current e-mail address that I have provided to Equity Catalyst.
- Equity Catalyst will not assume liability for non-receipt of notification of the availability of electronic Communications in the event my e-mail address on file is invalid, my e-mail or Internet service provider filters the notification as “spam” or “junk mail,” there is a malfunction in my computer, browser, Internet service and/or software, or for any other reasons beyond the control of Equity Catalyst.
- I may request a paper or nonelectronic form of this agreement or any Communications at any time by calling Equity Catalyst at [•]. Equity Catalyst will provide a paper or nonelectronic copy of this agreement at no cost and may charge me a fee of \$5 for each paper or nonelectronic copy of each Communication that would have been provided to me electronically. A request for a paper statement will not be treated as a withdrawal of consent to receive Communications in electronic form.
- I may withdraw my consent to receive Communications in electronic form by contacting Equity Catalyst’s Operations Team at [•], [info@EquityCatalyst.com](mailto:info@EquityCatalyst.com), [mailing address]. Equity Catalyst will inform me if this contact information changes. If I withdraw my consent, Equity Catalyst will confirm the withdrawal in writing (either electronically or on paper) and provide the date on which the withdrawal will take effect. A withdrawal of consent does not apply to a statement that was furnished electronically before the date on which the withdrawal of consent takes effect. If I withdraw my consent to receive Communications in electronic form, Equity Catalyst may, at its option and in its sole discretion, (A) terminate my account with Equity Catalyst that was created through the Platform ("**My Account**"), (B) restrict or limit the actions I may take through or with respect to My Account, including, but not limited to, restricting my ability to purchase Equity Catalyst investment through My Account, and (C) charge me a fee of \$5 for each paper copy of each Communication that would have been provided to me electronically if I had not withdrawn my consent. Any withdrawal of my consent to receive electronic Communications will not affect or impact in any way the terms of this Agreement or my agreement to the Terms of Use Agreement for the Platform.

### **Information on Electronic Delivery of Tax Documents**

These provisions relate to my consent above to Equity Catalyst’s provision of tax documents to me electronically. Prior to furnishing the tax documents electronically, the IRS requires that Equity Catalyst provide each investor with the following information:

- If I do not consent to receive the tax document electronically, a paper copy will be provided.
- My consent continues for every tax year until I withdraw my consent.
- If these software or hardware requirements change in the future, Equity Catalyst will notify me through the Platform.
- I may log into My Account at [www.\[•\].com](http://www.[•].com) to access, print, and save my tax documents. I may need Adobe Acrobat Reader to open the document and a device connected to my computer that can print. In the event a tax document is too large to open in the browser, I will be prompted by a dialog box to save the file to a location on my computer and open it using Acrobat Reader.

- To withdraw consent, I may call Equity Catalyst at [•] to request to withdraw my consent.
- If My Account is closed, my request for electronic delivery of tax documents will automatically terminate, and I will receive a paper copy of my tax documents by mail at the address that I have provided to Equity Catalyst.
- I may update my contact information by calling Equity Catalyst at [•].
- My tax documents are maintained for 10 years on [www.\[•\].com](http://www.[•].com) in case I ever need to access them again.