

ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT

Please review the terms of this Electronic Records Disclosure and Agreement (the "Agreement") prior to enrolling in the PKF O'Connor Davies payment portal or giving your consent to receive materials from our firm electronically. PLEASE ALSO PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Materials You Will Receive Electronically. By providing your consent under this Agreement, you agree that we will provide you with the following documents and information (the "Materials") solely in electronic form:

- All notices, disclosures, documents and other information that we are required by applicable law to provide or make available to you in writing ("Required Legal Information") about the Service, any methods of payment available through the Service or any payment error;
- All Required Legal Information set forth in the Terms of Service or in any future modification to the Terms of Service;
- All Required Legal Information about a change in the Terms of Service or other Materials; and
- Any addenda or supplement to the Terms of Service provided to you when you enroll for additional products, services or other features related to the Service that we may offer to you from time to time.

The Materials may be provided to you electronically by such means as we determine in our discretion, including but not limited to via the Service, email, or online posting at an online location designated by us.

Your Consent is Required. You must consent to receiving these Materials before we can provide them to you electronically. Your consent will apply to your enrollment in the Service and any Materials we provide or make available to you.

Paper Copy of Materials. If you do not want to receive the Materials electronically, you should exit this area of our website. If you do not consent to receiving an electronic copy of the Materials, we will not be able to enroll you in the Service. If you consent to receive the Materials electronically, you can obtain a paper copy by printing the Materials yourself, or you may request a paper copy by contacting our Client Relations Department by phone at 914-341-7093. We will not charge you any fees for providing a paper copy of the Materials.

Withdrawing Your Consent. If you later decide you do not want to receive the Materials electronically, you may withdraw your consent by contacting our Client Relations Department by phone at the number listed above. If you withdraw your consent, however, you may no longer use the Service.

Updating Your Contact Information. If you consent to receive the Materials electronically, we will contact you at the email address you have provided to us. Please be certain that we

have your correct and updated email address. If you change your email address, you may provide your new email address to us by contacting our Client Relations Department by phone at the number listed above.

System Requirements to Access the Information. To receive an electronic copy of the Materials, you must have the following equipment and software:

- You must have a personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.

System Requirements to Retain the Information. To retain a copy of the Materials being provided to you electronically, your personal computer or other access device will need to have the capability to save and store the Materials or you must be able to print them. You must have a functioning printer connected to your personal computer or other access device, which is able to print the Materials on plain white 8½ x 11 inch paper.

Systems Enhancements. If the form of the Materials changes to require different or additional hardware or software, or upgrades, plug-ins or enhancements to the hardware or software used by you (all such changes referred to as a “Systems Enhancement”), we will notify you and you may either terminate the Services or upgrade your hardware and/or software as required by the Systems Enhancement. If we determine that the need for a Systems Enhancement creates a material risk that you may not be able to access or retain the Materials electronically, we will notify you and allow you to either: (a) withdraw your consent to the Service or (b) re-confirm your consent to receive the Materials in a manner that reasonably demonstrates that you have upgraded your hardware or software to conform to the required Systems Enhancement. If you choose to withdraw your consent, or you fail to re-confirm your consent, we will terminate the Service and you will receive the Materials in paper form thereafter.