

Fifth Capital Electronic Agreement and Disclosure Statement

BY CONTINUING WITH THIS ONLINE APPLICATION, YOU AGREE THAT UNLESS INDICATED OTHERWISE THE AGREEMENT AND THE DISCLOSURES REQUIRED TO BE PROVIDED AT THE TIME OF APPLICATION FOR A CLIENT ACCOUNT AND ALL FUTURE ACCOUNTS WILL BE PROVIDED ELECTRONICALLY. READ THE INFORMATION BELOW CAREFULLY BEFORE CONSENTING TO RECEIVE INFORMATION ELECTRONICALLY AT THIS WEBSITE AND VIA ELECTRONIC MAIL ("EMAIL").

YOU SHOULD PRINT OR SAVE THIS STATEMENT BY USING THE "PRINT" OR "FILE SAVE" OPTIONS ON YOUR INTERNET BROWSER.

In this Electronic Agreement and Disclosure Statement ("Statement"), please remember that "you" and "your" refer to the person who is establishing a Client Account, as well as any future accounts, and "we", "us" and "our" refer to Fifth Capital Management LLC ("Fifth Capital"). Agreements and other information will be provided to you electronically unless indicated otherwise. Included in those agreements and other information will be disclosures required by the Investment Advisers Act of 1940, as amended (the "Act") and other laws ("disclosures"). The agreements and other disclosures to be provided to you electronically include:

- Fifth Capital Client Account Agreement and all amendments, notices and other agreements which supplement the Fifth Capital Client Account Agreement and/or Fifth Capital IRA Account Holder Agreement and all amendments, notices and other agreements which supplement the Fifth Capital IRA Account Holder Agreement;
- Any other Fifth Capital agreements pertaining to future accounts that you may establish and all amendments, notices and other agreements which supplement those agreements;
- Fifth Capital's [Form ADV Part 2](#), Notice of [Privacy Policy](#) and other required and permitted legal disclosures; and
- Account statements, fee calculation statements and/or performance reports.

By opening an Account, and then accessing your Account, you are accepting this Statement and you are agreeing to receive electronically the agreements and other information listed in the first and second bulleted paragraphs above, including the disclosures. Your consent to receive information electronically will apply only to the agreements and other information listed in the first and second bulleted paragraphs above, including the disclosures.

Information regarding your Account, including the disclosures, will be available upon request by contacting us at accountservices@5thcapital.com. When revised or new disclosures are available on the Site, we will send a message to your Fifth Capital user account, or otherwise notify you of their availability.

You are responsible for maintaining a valid email address and software and hardware to receive, read and send email. You must provide us with your current email address and promptly notify us of any changes to your email address in your user account on the Site.

To receive electronically the agreements and other information listed in the first and second bulleted paragraphs above, including the disclosures, you will need a compatible operating system and web browser, and you will need access to a printer or the ability to download information in order to keep copies for your records.

By establishing and then accessing an Account, you are indicating that you have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records.

For client support or technical assistance regarding your Account, including the disclosures, you may send an email to accountservices@5thcapital.com. You may obtain a paper copy of the agreements and other information listed in the first and second bulleted paragraphs above, including the disclosures, at any time by notifying us using any of the methods described in the immediately preceding paragraph for client support. We will not charge you a fee for the paper copy. This consent will apply on an ongoing basis unless you withdraw your consent. You may withdraw your consent to receive electronically the agreements and other information listed in the first and second bulleted paragraphs above, including the disclosures. However, if you do withdraw your consent, Fifth Capital may cancel your Account. To withdraw your consent, please notify us by sending an email to compliance@fifthcapital.com.

By opening an Account, and then accessing your Account, you are indicating that you have reviewed our privacy and security policies on the Site. You are also acknowledging that your initial use of an Account will constitute your agreement to be bound by the terms and conditions of the agreements and other information listed in the first and second bulleted paragraphs above, including the disclosures.

By clicking "I Agree" below you acknowledge that you have read, understand, and agree to be bound by the terms above. If you do not agree to be bound by the terms above but would like to establish an Account, DO NOT continue with the online process. Instead, please email us at accountservices@5thcapital.com.

Because the Fifth Capital Client Account relates to the Fifth Capital website's functionality, Fifth Capital reserves the right to refuse to establish a Client Account that is not subject to this Statement. I agree that the agreement and disclosures required to be provided at the time of application and any supplemental agreements or subsequent notices of changes will be provided electronically, and I confirm that I will download or print all electronically-provided documents for my records. I acknowledge that I can access the disclosures, agreements and information that are provided electronically on the Site and via email.

PLEASE PRINT THIS DOCUMENT, SIGN AND MAIL TO:

Fifth Capital Management
3131 McKinney Ave
Suite 600
Dallas, TX. 75204
Attn: Account Services

Date _____

Account Holder

Account Holder

Notice Regarding Phishing Scams

Due to the increasing risk of identity theft, Fifth Capital Management is providing you with this notice regarding phishing scams. Phishing is a fraudulent activity in which one attempts to obtain sensitive information by masquerading as a trustworthy institution. These attempts are typically carried out by an email containing a link to what appears to be an authentic website. These counterfeit sites prompt you to enter your personal information, which the thieves can then use to access your accounts. Note that Fifth Capital will NEVER send an email requesting sensitive information such as your password. If you receive a suspicious email request purporting to be from Fifth Capital, DO NOT RESPOND and notify us immediately by calling (800) 766 - 4997.