Investment Management Agreement
Capital One Advisors Managed Portfolios

Capital One Advisors, LLC

1750 Tysons Blvd, 12 Floor
McLean, VA 22102

The undersigned ("***Client***") enters into this agreement (the "***Agreement***") with Capital One Advisors, LLC ("***COA***"), a Delaware limited liability company registered with the Securities and Exchange Commission ("***SEC***") as an investment adviser under the Investment Advisers Act of 1940 (the "***Advisers Act***"), pursuant to which Client will receive the services provided under COA's Capital One Advisors Managed Portfolios program (the "***Program***").

Client agrees to read this Agreement carefully and retain it for future reference.

1. The Program

The Program is a discretionary wrap-fee program sponsored by COA. In accordance with the Program, Client has separately entered into a brokerage agreement to open a brokerage account ("***Account***") with COA's affiliated broker-dealer Capital One Investing, LLC ("***COFI***"). Client's Account is managed on a discretionary basis by COA's investment committee ("***Investment Committee***"), which provides a series of model portfolios for use in connection with the Program. Client pays for investment advisory and securities execution services provided under the Program in a single bundled fee or "wrap fee." COFI executes transactions under the Program in its capacity as a broker-dealer.

The Program provides a series of model portfolios developed by COA (the "***Model Portfolios***"), each of which represents a different asset allocation strategy for aligning clients' Accounts with their financial information, investment objectives, risk tolerance and investment time horizon. The Model Portfolios combine traditional investment asset classes and investment styles and span the risk/return spectrum from Capital Preservation to Aggressive. We generally include exchange traded funds ("ETFs") in our models because they provide broad exposure to asset classes with a low expense ratio,

Client understands that COA, through its Investment Committee, serves as the portfolio manager under the Program. As such, in accordance with the Model Portfolio selected by Client, the Investment Committee determines the asset allocation strategy and selects specific securities for each asset class and investment style that comprise Client's Account, based upon COA's proprietary research and investment advice that COA may obtain from one or more affiliated or unaffiliated third-party investment advisers. While such third-party investment advisers, if any, may make recommendations to COA regarding the Model Portfolios, all investment decisions regarding such Model Portfolios and Client's Account are made solely by COA.

Client understands that the Model Portfolios in the Program may consist of various securities including, but not limited to, exchange traded funds ("ETFs"), mutual funds, equities and/or fixed income securities, as determined by COA in its sole discretion except that the cash asset class in the Model Portfolios may be held as follows: (i) for accounts other than individual retirement accounts ("IRAs"), in an interest-bearing account at Capital One, N.A., an affiliate of COA (the "Deposit Account"), or, (ii) for IRAs, in a money market mutual fund provided by an unaffiliated third party (the "Money Market Fund"), which fund is subject to change. Funds in the Deposit Account are eligible for FDIC insurance up to $250,000 (including interest and principal) per depositor for all aggregated deposits held at Capital One, N.A. Client is responsible for monitoring the total amount of all Client's deposits held by Capital One, N.A. Funds in this account are not protected by the Securities Investor Protection Corporation (SIPC).

Client agrees that COA may change the asset class allocation underlying Client's Account as well as the securities underlying any of the asset classes, at any time in COA's sole discretion. In the event of an asset allocation change or significant drift of the positions in the Account, COA will rebalance the Account accordingly. COA, in its sole discretion, also may change the vehicle used for the cash asset class at any time. These changes are made by COA without consideration of the tax impact to Client's Account. Client should consult a

tax advisor prior to participating in the Program.

Client understands that Client may request reasonable restrictions on the management of Client's Account by providing such restrictions in writing, via e-mail or other electronic communications to COA. Such a request is subject to COA's consideration and approval. Client appreciates the importance of reviewing Client's Account on an ongoing basis and of informing COA of any changes in Client's financial situation, investment objective, risk tolerance, or time horizon or a desire to impose reasonable restrictions on the Account. Client understands that the Account is managed on a discretionary basis and that COA will decide what securities to buy and sell for the Account without consulting with Client. Client will therefore not know of the securities obtained for the Account until after they are purchased by COA.

2. Opening and Funding an Account

The Program is designed to accept cash deposits, in-kind transfers, and cash transfers. Securities that Client requests to transfer to the Account will be liquidated upon receipt by COFI.. As a result of such liquidation transactions, Client may incur significant tax liabilities for which Client will be solely responsible. Client agrees that Client has considered such ramifications before deciding to participate in the Program, and should consult a tax or legal advisor to discuss the tax implications of doing an in-kind transfer and subsequent liquidation prior to transferring assets in-kind. Additions and withdrawals to the Account may be made at any time. The proceeds of a withdrawal will be delivered to Client after the time necessary to construct the sell orders and for the resulting trades to clear and settle and are subject to COFI's Brokerage Account Terms and Conditions.

3. Custody of Portfolio Assets

Client must enter into a brokerage account agreement with COFI to open an Account for the Program. COFI's clearing broker-dealer, Pershing LLC ("***Pershing***") will clear and settle trades and custody Account assets. Client understands and acknowledges that the costs of execution, custodial and clearing services are included in the fees paid by Client as described in Section 7 and that COFI pays Pershing for providing clearance, settlement and custody services under the Program. Client also understands and acknowledges that the securities trades cleared, settled and custodied by Pershing under the Program may help reduce the fees charged by Pershing to COFI over time, which creates a conflict of interest since trades submitted under the Program may help reduce COFI's charges. Client acknowledges and agrees that Client has considered this conflict of interest before deciding to participate in the Program and consents to the conflict.

4. Execution of Trades

Client hereby authorizes COFI to follow the instructions of COA in every respect concerning Client's Account.

Use of COFI to Execute Trades. Client understands and acknowledges that clients in the Program must establish a brokerage account with COFI. Client also understands and acknowledges that because COFI is affiliated with COA there is a conflict of interest in trades being executed through COFI. Client acknowledges and agrees that Client has considered this conflict of interest before deciding to participate in the Program and consents to the conflict. In addition, since management of the Account occurs via a bundled wrap fee arrangement that includes the costs of execution, settlement and clearance services, the arrangement should not generally result in additional brokerage fees to Client.

Due to the nature and purpose of the Program and the manner in which the Model Portfolios are managed, Client understands that when Client requests a withdrawal or liquidation of Program assets or has a change in risk profile that results in the selection of a different Model Portfolio, it will take some days to affect the transactions. COA's order construction process typically requires one or two days to build and submit the sell orders to COFI. Similar timeframes could also result in connection with the purchase of securities. In addition, it typically takes several days for transactions to clear and settle and for the proceeds of the transactions to be processed and sent to Client. The Program is designed for clients that have a long-term investment objective and should not be used as a cash management tool. Client acknowledges that liquidation and withdrawal requests will not result in the immediate liquidation of assets and provision of cash proceeds and Client is solely responsible for any related losses and tax consequences as a result of these transactions. Client agrees that Client has taken this into

account before deciding to participate in the Program.

Models Constructed for 401k Business. Client understands that the model portfolios COA constructs for its 401k line of business may utilize some of the same securities in one or more of the Model Portfolios in the Program and that it is possible that trades could be placed on the same day for the same securities for both programs. Trades under the Program (including any trades related to changes in the Model Portfolios) are implemented on a methodical basis through COA's trade process. On the other hand, trades in the 401k line of business are generally constructed and presented to COFI by an unaffiliated trust company. This difference, along with other factors, helps to mitigate the conflict. Client acknowledges and agrees that Client has considered this conflict of interest before deciding to participate in the Program and consents to the conflict.

5. Account Reporting

COFI will arrange for confirmations of securities transactions and brokerage statements to be delivered to Client online. If there is activity, positions or a balance in Client's Account in a given month, then monthly brokerage statements for the Account will be provided that contain a description of transactions, an inventory of securities holdings, and the market value of the Account. If there is no activity in the Client's Account to generate a monthly statement, no statement will be provided to the Client by COFI

6. Changes in Client's Circumstances

Client will promptly inform COA, in writing, of any material change in Client's circumstance or in any of the information it has previously supplied to COA, including, but not limited to, Client's financial circumstances, investment objectives, time horizon, or risk tolerance. Client understands and agrees that if Client's circumstances change and COA recommends a different Model Portfolio in response to such change, COA reserves the right to terminate this Agreement and Client's participation in the Program if Client refuses to have the Account managed in accordance with the newly recommended Model Portfolio and COA determines, in its sole discretion, that Client's existing Model Portfolio is not suitable for Client.

7. Fees and Charges

Investment Advisory Fees. Client will pay an annualized asset-based fee "***Program Fee***" which includes the costs of investment advisory, execution, clearance, custodial and certain administrative services provided under the Program (exclusive of certain charges described below and charges for optional services). On behalf of COA, COFI deducts the Program Fee from the Account to pay COA for services it provides to Client under the Program. The Program Fee is non-negotiable and is set forth in the "Proposal" provided to Client regarding the recommended Model Portfolio. The Program Fee and other fees related thereto are described in COA's Wrap Fee Brochure for the Program pursuant to Part 2A, Appendix 1 of Form ADV ("***Brochure***")

Other Fees For Which Client Is Responsible. The Program Fee does not include certain fees and charges associated with securities transactions, including (but not limited to) the following: charges imposed by law; internal operating charges and fees that are imposed by investment company securities, such as mutual funds and ETFs (such as fund operating expenses, management fees, redemption fees, 12b-1 fees and other fees and expenses); regulatory fees; markups, markdowns or spreads charged on transactions in over-the-counter securities purchased through dealers; costs relating to trading in certain foreign securities; and brokerage commissions or other charges imposed by broker-dealers or entities other than COFI and the custodian if and when trades are executed or cleared by another broker-dealer. Client also may be charged for specific Account services, which may include but are not limited to, ACAT transfers, wire transfer charges, and charges for other optional services selected by Client**.** Client agrees to review the Brochure for additional information.

Compensation Received by COFI on Bank Assets. Pursuant to an agreement between COFI and Capital One, N.A., COFI receives payments from Capital One, N.A. based on the amount of Program assets that are deposited in the FDIC insured bank account provided by Capital One, N.A.

Payment Terms; Calculation of Program Fee. The Program Fee is payable quarterly in arrears based on the average daily closing balance of the Account. The Program Fee is assessed and collected within ten calendar

days following the end of a quarter. For the purposes of fees and valuation, securities are valued at the closing price on the principal exchange on which they are traded. All securities in the Account are included in determining the value of the Account for the purpose of calculating the Program Fee. Program Fees will not be charged on any cash position in account.

Deduction of Fees. Client hereby authorizes COFI to deduct all applicable fees under the Program from Client's Account, including fees for optional services elected by Client which are not included in the Program Fee. All such fees will be clearly noted on Client's statements. All fees will be paid first from cash in the Account and then from the sale and liquidation of other Account assets pursuant to COA's discretion. Client is solely responsible for any losses or tax consequences as a result of the sale of Account assets to satisfy Client's obligation to pay the fees under the Program.

Changes to the Fees. COA has the right to modify or change the Program Fee or any other fees applicable to the services provided under the Program upon 15 days' notice to Client.

Acknowledgement of Fees. Client has reviewed and understands the fees charged under the Program. Client understands and acknowledges that such fees may be higher than what another investment adviser would charge for a similar combination of services, or what would be charged by COA or another investment adviser if the investment advisory and securities brokerage services were provided separately. Client is responsible for paying the Program Fee and all other fees and charges described in this Section 7.

8. Minimum Account Balance

The minimum initial Account balance for each Account under the Program is $25,000. If the Account value falls below $20,000 due to circumstances which include, but are not limited to, market fluctuations or withdrawals, COA will no longer manage the account and will stop accruing the Program Fee. If the Account value is restored to $20,000 or greater, COA will automatically commence management of the Account and the accrual of Program Fees. In the event that the account value remains below $20,000, the client can contact a customer care representative at 1-844-468-7864 to transfer their account.

9. ERISA Accounts

Client hereby agrees and represents that neither the Account nor any of the Account's assets covered by this Agreement are part of a tax qualified plan subject to the Employee Retirement Income Security Act of 1974.

10. Proxies and Legal Notices

COFI will forward all proxies and legal notices to Client, and Client is responsible for voting all proxies, consents, waivers and other documents regarding corporate actions~~,~~ with respect to any securities held in Client's Account. Client acknowledges that COA and COFI have no responsibility to vote proxies, and that COA and COFI are not obligated to take action or render any advice with respect to securities held in the Account which become subject to legal notices or proceedings, including bankruptcy proceedings, lawsuits (including class action lawsuits) or other related corporate actions. Nor do COA or COFI provide guidance regarding specific proxy solicitations or evaluate, take any action or render any advice with respect to securities held in Client's Account. All corporate actions, including without limitation, dividends, will result in a cash distribution

11. Joint Accounts.

If the Account is a "Joint Account" owned by two or more natural persons, then each such person (i) shall be treated as Client under this Agreement (ii) can fully bind the Account to the same extent as would be the case if such person were the only owner of the Account (iii) agrees that COA, COFI and their affiliates can act on information or instructions provided by any other Joint Account owner (iv) agrees that COA, COFI and their affiliates shall have no liability for following the instructions, or relying on the information, provided by any other Joint Account owner and (v) agrees to indemnify, defend and hold harmless COA, COFI and their affiliates and respective partners, managing directors, officers, directors, employees and agents from, any expenses, losses, damages, liabilities, costs, demands, charges, claims, penalties, fines and excise taxes of any kind or nature (including legal expenses and reasonable attorneys' fees) that result, directly or indirectly, from following the

instructions, or relying on the information, provided by any other Joint Account owner.

12. Force Majeure

Client agrees that COA and COFI shall not be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions, commonly known as “Acts of God”, beyond COA’s or COFI’s control.

13. No Exclusivity

Client understands that COA and its affiliates have investment responsibilities, render investment advice to, and perform other investment advisory services for, other individuals and entities (“***Other Accounts***”). Client also acknowledges and agrees that COA and its affiliates (and their respective partners, directors, officers, agents and employees) may buy, sell, or trade in any securities for their own respective accounts (“***Affiliated Accounts***”). Client agrees that COA and its affiliates may give advice or exercise investment responsibility and take such other actions with respect to Other Accounts and Affiliated Accounts that may differ from the advice given or the timing or nature of action taken with respect to Client’s Account.

Client understands that Other Accounts and Affiliated Accounts may at any time, hold, acquire, increase, decrease, dispose of, or otherwise deal with positions in investments in which Client’s Account may have an interest from time to time, whether in transactions which involve Client’s Account or otherwise. Client acknowledges and agrees that COA shall have no obligation to purchase for Client’s Account a position in any security which Other Accounts or Affiliated Accounts may acquire, and that Client’s Account shall have no rights in respect of any such investment.

14. Investment Risk and Limitation of Liability

Client understands that the investment returns on Client’s Account will vary and that there is no guarantee of positive results or protection against loss. Client further acknowledges that (i) it is aware that the securities in Client’s Account may lose value and Client is financially capable of bearing such losses; and (ii) it has not received any written or verbal guarantees of performance or representations as an inducement to enter into the Agreement. Client further understands that there is no guarantee that Client’s investment objective will be achieved. Nor is there any guarantee of the success of any investment decision, investment strategy used, or the success of Client’s Account. All securities purchased under the Program: (1) are not insured by the FDIC; (2) carry no bank or government guarantees, and are not deposits or other obligations of, or guaranteed by, a bank and (3) have associated risks. Client understands that investments in securities are subject to investment risks, including possible loss of the principal amount invested.

COA shall not be liable for any loss incurred with respect to Client’s participation in the Program, except where such loss directly results from COA’s gross negligence or willful misconduct. COA shall not have any liability for Client’s failure to timely inform COA of any material change in Client’s financial circumstances, investment objective, investment time horizon, or risk tolerance which might affect the manner in which Client’s assets should be managed, or to provide COA with any information that COA reasonably requests. Client understands that COA does not provide tax planning or legal advice. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client has under federal or state securities laws. This section shall survive termination of this Agreement.

15. Individual Retirement Accounts

Client understands and agrees that Individual Retirement Accounts (“IRAs”) opened as part of the Program are additionally subject to the terms and conditions of COFI’s IRA Plan Document and Disclosure (“IRA Agreement”). Client further understands that the IRA Agreement may be utilized not only to the Program as outlined herein , but other advisory relationships as well.. As a result, certain features or characteristics described in the IRA Agreement may not be applicable in connection with the Program. Further, COA—not the Client—is responsible for directing the investment of assets in the Program.

16. Client Representations and Warranties

Client represents and warrants to COA that:

a. Client has full authority, capacity, and power to execute, deliver, and perform under this Agreement and to retain COA under this Agreement.

b. Client's execution of this Agreement and performance hereunder does not violate the terms of any agreement by which Client is bound, whether arising by contract, operation of law, or otherwise. Client acknowledges and agrees that it is Client's obligation to provide notice to COA of any event affecting either Client's authority to enter into this Agreement or the validity of this Agreement.

c. This Agreement is a legal, valid, and binding obligation of Client, and this Agreement is enforceable against Client in accordance with its terms.

d. All financial and other information provided by Client in connection with the Program is complete, true and correct and may be relied upon by COA. Client agrees that neither COA nor COFI have any obligation to verify such information.

e. Client is the owner of all cash and securities in the Account, and that there are no restrictions on the transfer, sale, or distribution of such cash or securities.

17. Client Acknowledgements:

By signing this Agreement the Client acknowledges that:

a. Client has executed the "Proposal" regarding the recommended Model Portfolio and understands and agrees with the recommendations and Program Fee information contained therein. The Proposal is hereby incorporated by reference into, and made part of, this Agreement.

b. Client agrees to inform COA of any event which may affect Client's authority to execute, deliver, or perform under this Agreement or the validity of this Agreement.

c. Client agrees to furnish COA with such financial documents and information as it reasonably requests.

d. Client agrees to promptly inform COA of any material change in Client's circumstances, or if any of the information it has previously provided to COA t might affect the manner in which Client's assets should be managed (including, but not limited to, Client's financial circumstances, investment objectives, time horizon, or risk tolerance).

e. Client understands that the investment advice provided under the Program will be based on the information Client provides and that the completeness and accuracy of the information Client provides is very important and is solely Client's responsibility.

f. Client understands that COA will rely on the information provided by Client and will not verify it independently.

g. Client understands that the Program is designed for clients that have a long-term investment objective and that the withdrawal of assets from the Account may impair achievement of Client's investment objective.

h. Client understands the investment approach, related risk factors and the fees and costs associated with the Program.

i. Client understands and acknowledges the importance of reviewing the information provided in confirmations and Account statements and agrees to immediately inform COA of any errors in materials provided by COA and to immediately notify COFI of any errors in materials provided by COFI.

j. Client acknowledges receipt of a copy of (i) COA's Brochure, a disclosure statement which contains the information required to be included in Part 2A, Appendix 1 of Form ADV, and (ii) any relevant brochure supplements, (Part 2B of Form ADV) Client accepts all terms of this Agreement, including the Program

Fee set forth in the table at the end of this Agreement. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the client entering into any written or oral advisory contract with COA, then the Client has the right to terminate the contract without penalty within five business days after entering into the contract. For purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of any oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

k. Client acknowledges that COA and its affiliates may engage in a variety of investment advisory, securities brokerage, and other activities for a wide range of clients. From time to time in the course of those activities COA may come into possession of confidential information that cannot be divulged or acted on for other clients. If COA or its affiliates obtain information about a security or its issuer that COA or its affiliates may not lawfully use or disclose, COA shall have no obligation to disclose the information to Client or use such information for Client's benefit.

l. Client acknowledges that COA may reject instructions or restrictions from Client, including restrictions on the management of Client's Account if, such instructions (i) are not reasonable, (ii) are not consistent with the terms of the Program, or (iii) if implemented, would violate any applicable law, rule, or regulation.

18. Assignment

This Agreement may not be assigned, within the meaning of the Advisers Act, by COA without the prior consent of Client, which consent shall be deemed to have been given by Client if Client fails to deliver to COA a written objection to such an assignment within thirty (30) days of notification thereof. This Agreement may not be assigned in whole or in part by Client without first obtaining the express written consent of COA, which consent shall not be unreasonably withheld. Any assignment not complying with the terms of this paragraph shall be null and void.

19. Termination

This Agreement may be terminated by either party upon notice to the other. Unless Client promptly provides clear instructions regarding the assets and funds in the Account, upon termination, COA will notify COFI of the termination and COFI will, within a reasonable period of time, liquidate the assets in the Account and send the proceeds to either Client's address on record with COA or to Client's bank account of origin. Client understands that it typically takes several days for transactions to clear and settle and for the proceeds of the liquidation transactions to be processed and sent to Client. Client is solely responsible for any taxes payable in connection with the liquidation of securities upon termination of the Account. COA will collect any outstanding fees owed on the Account. Termination of the Agreement will not affect the validity of any action previously taken under this Agreement or any liabilities or obligations incurred prior to termination. Accordingly, COA may retain assets in Client's Account sufficient to effect any open and unsettled transactions and to pay outstanding fees, which may include without limitation, fees related to the termination of the account, account transfer (" ACAT ") fees and wire transfer charges.

Upon the death of Client (including the last surviving Joint Account Owner), the Agreement will terminate and COA will restrict trading in the Account. Upon receiving proof of death COA shall transfer the assets in the Account in accordance with the instructions received from the executor, beneficiary or other representative of Client's estate. If COA does not receive any such instructions within a reasonable period of time, it will liquidate the assets in the Account and send the proceeds to the executor, beneficiary or other representative of Client's estate. Client understands that it typically takes several days for transactions to clear and settle and for the proceeds of the liquidation transactions to be processed and sent. Client's estate is solely responsible for any taxes payable in connection with the liquidation of securities upon termination of the Account. COA will collect any outstanding fees owed on the Account.

20. Notices

All notices required or provided under this Agreement shall be sent via-email. All notices to COA under this Agreement shall be e-mailed to COA@capitalone.com and all notices to Client shall be e-mailed to the address provided below under "Consent to Electronic Delivery." This section shall survive termination of this Agreement.

21. Governing Law

This Agreement shall be governed by, and construed in a manner consistent with, the Advisers Act and the regulations thereunder and other applicable federal law. Except to the extent preempted by applicable federal law, this Agreement also shall be governed by and construed under the laws of the state of Delaware without giving effect to conflicts of law or choice of law principles of any jurisdiction. This section shall survive termination of this Agreement.

22. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein. Client and COA acknowledge and agree that this Agreement supersedes any other oral or written agreements between the parties regarding the subject matter herein, which shall have no further force and effect on and after the date hereof.

23. Amendments

COA may modify or amend this Agreement upon 15 days written notice to Client. No modification or amendment shall be enforceable against COA unless it is in writing and signed by an authorized person of COA.

24. Section Headings

Section headings are for convenience only and shall have no substantive effect. This section shall survive termination of this Agreement.

25. Counterparts

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original.

26. Waiver

No waiver shall be deemed to be made by either party of any of its rights hereunder unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impact the rights of the waiving party or the obligations of the other party in any other respect at any other time. This section shall survive termination of this Agreement.

27. Severability

If any provision of this Agreement shall be held or made invalid by a court decision or regulatory agency, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. This section shall survive termination of this Agreement.

28. Arbitration

Any controversy or claim arising out of or relating to the subject matter of this Agreement shall be settled by arbitration in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. Such arbitration shall be before three (3) arbitrators. Judgment on the award rendered by the arbitrators or majority of them shall be final and binding and not subject to appeal, and may be entered in any court having jurisdiction thereof. The parties hereto expressly acknowledge and agree that no claim or controversy shall be made or asserted that includes a claim for punitive or exemplary damages, all such claims

being hereby waived. In the event that either party commences arbitration to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to costs and attorney fees.

Client understands that by agreeing to arbitrate any dispute, Client is waving the right to seek remedies in court, including the right to jury trial. Client also understands that pre-arbitration discovery is generally more limited than and different from court proceedings and that the arbitrators' award may not include factual findings or legal reasoning. Client acknowledges that a party's right to appeal or to seek modification of rulings by the arbitrators is generally limited and that the panel of arbitrators may include arbitrators who were or are affiliated with the advisory industry. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class and who has not opted out of the class with respect to any claims encompassed by the putative class action until (a) the class certification is denied, (b) the class is decertified or (c) the customer is excluded from the class by the court. Forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitratble under federal law and that this section does not constitute a waiver of any right provided by the Investment Advisers Act of 1940.

This section shall survive termination of this Agreement.

CONSENT TO ELECTRONIC DELIVERY

Delivery of Communications From Capital One Advisors, LLC
By entering into this Agreement with COA, you agree to receive all documents and information from us, including the documents and information listed below, via email (which may contain World Wide Web links to, or attachments to, such documents and information):

- Form ADV Part 2A Brochure, Appendix 1, Form ADV Brochure Supplements and related documents as applicable;
- Notices of modifications to our Privacy Policy;
- Notice of Material Changes to Form ADV Part 2A Brochure, Appendix 1, including Annual Summary of Material Changes,
- Amendment notices to this Agreement ;
- Program Fee change notices;
- Termination of this Agreement; and
- Other required documents that may be mandated under federal or state laws or regulations.

Client agrees to promptly retrieve and read communications delivered to Client's email address. Client also agrees that all documents and information sent to Client's email address will be deemed to have been received by Client.

Client agrees to advise COA promptly of any changes to Client's email address by promptly updating Client's email address for their Account.

Client also agrees to advise COA promptly of any errors or omissions in any transaction or in the handling of Client's Account. Failure to provide prompt notice of any errors is deemed to constitute acceptance of the accuracy of all information sent to Client.

Client also acknowledges that Client has access to a printer and to download documents viewed electronically. Client understands that COA will not send documents in hardcopy form and that there may be potential costs associated with receiving electronic delivery (such as the cost to maintain internet connectivity or maintain an email address with a service provider, as well as costs associated with printing documents).