

ELECTRONIC CONSENT AND ELECTRONIC DELIVERY OF DOCUMENTS

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 the LDX website (the “Site”) 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 Lampert Debt Xchange and its affiliates (including, without limitation, Lampert Capital Markets and Lampert Debt Advisors) (“LDX”) solely through electronic transmission.

I understand that, to the fullest extent permitted by law, any notices, disclosures, forms, privacy statements, reports or other communications (collectively, “Communications”), regarding the opportunities available on the Site, and my acquisition or sale of any debt securities, may be delivered by electronic means. 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 LDX 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 LDX gives no warranties in relation to these matters.

I further understand and agree to each of the following:

- As long as my consent remains in effect, LDX may provide all Communications to me electronically in lieu of providing paper Communications.
- To facilitate these services, I must provide LDX 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 LDX.
- LDX 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 LDX.
- I may withdraw my consent to receive Communications in electronic form by calling LDX at (646)-833-4853. If I withdraw my consent to receive Communications in electronic form, LDX may, at its option and in its sole discretion, (A) terminate my membership with LDX that was created through the Site (“My Account”), and (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 debt investments through My Account. 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 Site User Agreement for the Site.