



## Investment Advisory Agreement

This Investment Advisory Agreement ("Agreement") is entered into this date: \_\_\_\_\_ by and between Forum Financial Management, LP ("Forum" or "Advisor"), a Registered Investment Advisor with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, (the "Advisers Act") with its principal office located at: 1900 S. Highland Ave., Suite 100, Lombard, IL 60148 and \_\_\_\_\_ (the "Client").

This Agreement sets forth the terms and conditions of the investment advisory services Forum will provide to Client and the responsibilities of each party.

Forum and Client hereby agree:

### 1. SERVICES OF FORUM ADVISORS

Client appoints Forum as an investment advisor to perform the services described in this Agreement and Advisor accepts such appointment. Advisor will assist Client in determining investment objectives which may/will be set forth in an Investment Policy Statement ("IPS"). Forum will manage the Client's portfolio in accordance with Forum's Form ADV Part 2A and retain such sub-advisers as necessary from time to time as Forum deems suitable.

### 2. RESPONSIBILITIES OF EACH PARTY

#### The Client:

- A. Agrees to provide information regarding goals, income, investments, income tax, estate planning, and other pertinent matters as requested by Forum from time to time. Forum shall not be liable for any damages as the result of the Client's failure to disclose or disclosure of materially inaccurate information or failure to disclose material information that serves as the basis for Forum's investment advice.
- B. Understands that Forum's analysis and recommendations may be based, in part, on the information obtained from the Client's accountant, attorney and other advisers, all of whom are hereby given permission by the Client to provide this information to Forum.
- C. Acknowledges that Forum shall not be required to verify any information provided by the Client, Client's attorney, accountant or other advisers, and is expressly authorized to rely thereon.
- D. Agrees to pay the fees specified in the Management Fee section of this agreement.
- E. Appoints Forum (or a sub-adviser where applicable) as his/her agent and attorney-in-fact with respect to trading in the Client's brokerage account thus giving Forum complete discretionary power within said account, subject to the limitations in the Form ADV Part 2A. The foregoing shall not apply to the extent otherwise provided in any agreement executed among Forum, the Client, and any third party sub-adviser. Forum is not authorized to withdraw or transfer any money, securities or property, either in the name of the Client or otherwise, for delivery to any third party, except for the authorization to withdraw advisory fees per this Agreement.
- F. Understands and agrees that the Client retains the right to vote all proxies held in the account. Forum is hereby expressly precluded from voting proxies for securities held in the account and will not be required to take any action or render any advice with respect to the voting of proxies.
- G. With respect to any services described herein, the Client agrees to keep Forum informed, on a timely basis, of changes in the Client's needs and goals which may affect the services provided to the Client by Forum or any sub-adviser described herein.

#### Forum:

Forum will act as a fiduciary regarding investment advisory services for Client's account(s). Forum will manage Client's Forum account(s) ("Account") in accordance with the guidelines set forth by Client in an IPS and to perform the services described in Forum's ADV Part 2A.

### **3. DESIGNATION OF CUSTODIAN**

The Client directs Forum to utilize one of the approved custodians to custody the Client's accounts and to execute securities transactions placed for the Accounts, including but not limited to: Charles Schwab & Co., TD Ameritrade and Fidelity Investments.

NOTE: Forum will use its best efforts but is not always able to negotiate commissions, obtain volume discounts, or obtain best execution for individual transactions. The Client acknowledges that he/she is aware of these arrangements and hereby consents to the fees.

### **4. FORUM REPRESENTATIONS**

Forum represents that it is registered as an investment adviser under the Advisers Act and that such registration is currently effective. If the Account is subject to ERISA, Forum acknowledges that it is a "fiduciary" (as defined by ERISA) with respect to the account.

It is understood by and between the parties hereto that the Investment Advisor Representatives of Forum may also be Registered Representatives and/or Insurance Agents of a registered FINRA broker/dealer, and an insurance agency. Forum, however, will be acting only as an Investment Adviser for the Client's Forum accounts and neither Forum nor the Investment Advisor Representative receives any commissions or fees for processing transactions associated with the Client's investment decisions with the Client's Forum accounts, other than the advisory fees due under this Agreement.

The recommendations and advice provided by Forum are developed utilizing its professional judgment, but Forum does not guarantee the results of any recommendation made.

The Client understands and agrees that Forum may give advice and take action for the accounts of others which may differ from the advice given, or the timing or nature of action taken, with respect to the Client's account. Transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price.

### **5. UNMANAGED ACCOUNTS**

The client may have accounts with Forum that are reported as unmanaged. The client acknowledges that Forum does not supervise the investments inside these accounts, nor do they check for suitability of the investments. Forum does not report on the performance and does not charge a management fee for these accounts.

### **6. LEGAL AND ACCOUNTING SERVICES**

It is understood that, Forum, and employees of Forum, will not render any legal advice nor prepare any legal documents for the implementation of the Client's financial and investment plans. The Client agrees that his/her personal attorney shall be solely responsible for the rendering and/or preparation of all legal advice, all legal opinions and determinations, and all legal documents.

The Client agrees that his/her personal accountant shall be solely responsible for the rendering and/or preparation of all accounting/tax advice, all accounting/tax opinions and determinations, all accounting/tax documents.

### **7. AUTHORIZATION TO DEDUCT FEES PAYABLE TO FORUM**

The Client specifically authorizes the deduction of all applicable fees from his/her account(s).

### **8. RELATIONSHIP WITH MULTIPLE OWNERS OF CLIENT'S ACCOUNT**

- A. The Client acknowledges that if multiple persons have an ownership in the account that each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the account. The Advisor will base its investment advisory services under this Agreement on Clients' joint goals as collectively provided. Advisor may rely on instructions and information it receives from either Client in connection with the handling of the account, the disposition of the assets, and the termination of the Agreement.
- B. If Advisor receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), Advisor may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction. Each Client agrees to promptly close the account or open a new account if there is a change in his relationship with his co-owners.
- C. Advisor shall not be responsible for any claims or damages resulting from: (1) Reliance on the instructions provided by any signatory to this Agreement; (2) Failure to act if Advisor receives conflicting instructions from multiple signatories to this

Agreement or is aware of a dispute or conflict of interest between such signatories; or (3) Any change in the status of the relationship between the clients.

#### **9. TRUST CLIENTS**

- A. In the event that a Trust is the client, the Trustee(s) agree, represent and warrant as follows: (1) the Trust is in full force and effect and has not been revoked, modified, or amended in any manner; (2) to promptly notify Forum in writing of any changes that would cause any Trustee representations to Forum to be inaccurate and of any changes to the Trustee(s) status; and (3) agrees that Forum, its agents and employees may rely on information provided by Trustee unless Forum receives written contrary information.
- B. The Trustee's powers include the power: (1) to establish an advisory account for Trust assets ("Advisory Trust Account") to direct the purchase, sale and pledging of securities and other property of the Trust which may be held in the Advisory Trust Account; (2) to hire, retain and compensate an investment adviser, including a discretionary investment manager, with the authority to purchase and sell securities and other investments for the Trust; and (3) to enter into and execute any agreements and documents related to the establishment of an Advisory Trust Account, transactions in securities and other property, making additions to or withdrawals from the Advisory Trust Account, authorizing and executing transfers of trust assets to third parties or directly to the Trustee, and the retention of an investment adviser. Additionally, unless specified in writing and provided to Forum, the Trustee may individually act on behalf of the Trust and there are no investment restrictions by the Trust.
- C. The Trust and the Trustee, jointly and severally in their individual and Trustee capacity, indemnify Forum, Forum's partners, officers, employees and agents and hold such persons harmless against any and all claims, judgments, settlements and other liabilities and damages (including attorneys' fees) arising out of or related to any alleged or actual improper or other action taken upon the Trustee's instructions or upon the instructions of the Trustee's other advisors or legal counsel.

#### **10. QUALIFIED PLAN CLIENTS**

For Qualified Plan Clients, Forum will provide the following services:

- A. Access to a Third-Party Administrator, (If you prefer, Forum may work with the Plan's current Administrator.)
- B. Model or customized Portfolios developed by Forum, using the Dimensional Funds Advisors, Inc. ("DFA") institutional mutual funds for consideration by the Plan's Trustees, or self-selected portfolios using the DFA institutional funds or, on a limited basis, such additional funds as Forum approves from time to time. Forum may provide the Client with funds other than DFA that are suitable for participants to meet their financial goals.

#### **11. ERISA RETIREMENT PLAN CLIENTS**

If Client is a retirement plan organized under the Employee Retirement Income Security Act of 1974 (ERISA), the Client represents that it is validly organized under ERISA and is the beneficial owner of the assets. The Client further represents that Advisor has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing the Plan's authority to retain Advisor as an "investment manager" within the meaning of ERISA. Further, the parties agree to the following:

- A. That appointment of Forum as an investment manager and a fiduciary to the Client is authorized by, has been accomplished in accordance with, and does not violate, the documents governing the plan.
- B. Advisor acknowledges that it is a fiduciary with respect to Client within the meaning of that term under ERISA;
- C. The person signing the Agreement on Client's behalf acknowledges its status as a fiduciary with respect to the control or management of the assets held in Client's account and agrees to notify Advisor of any change in the identity of the named fiduciary with respect to Client's account;
- D. The Client will promptly furnish to Advisor any governing plan documents and amendments and further agrees that, if any amendment affects the rights or obligations of Advisor, such amendment will not be binding on Advisor until agreed to by Advisor in writing.
- E. If the assets contain only a part of the investments of the Plan's assets, the Client understands that Advisor will have no responsibility for the diversification of all of the Plan's assets, and that Advisor will have no duty, responsibility or liability for the Plan investments that are not part of the assets.
- F. That Forum will not vote proxies held in the account and the right to vote proxies will be deemed to be reserved to the plan trustees or the named fiduciary;
- G. The Client acknowledges that Advisor's services shall be limited to the management of the assets and does not include legal, accounting or plan administration services.
- H. Client represents that Advisor's investment strategy is appropriate for the account's assets.

## **12. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other by mail to the address set forth above. No refund will be made for fees earned.

Fees are earned as of the commencement of the contract and will be assessed up to 30 days after notice of contract termination is received. Fees will be prorated when assets are managed for a partial quarter.

## **13. MISCELLANEOUS**

- A. This agreement shall be applicable only to financial advice contained in the Investment Policy Statement individually prepared for the Client and shall not relate to any advice given by any person or persons not specifically designated in writing by Forum to perform such services.
- B. This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
- C. This Agreement represents the complete Agreement of the parties with regard to the subject matter and supersedes any prior understanding of agreements, oral or written.
- D. This Agreement may be amended or revised only by an instrument in writing signed by the Client and by a Partner of Forum.
- E. No provisions hereof, or breach of any provisions, may be incurred or discharged except by a written agreement of the party from whom the waiver or discharge is sought. No waiver of any breach hereof shall in any way be construed to be a waiver of any future or subsequent breach.
- F. Any provisions hereof which are prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- G. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the state of Illinois and the rules and regulations of the Securities and Exchange Commission.
- H. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- J. Forum may not assign or delegate all or a portion of its rights, obligations or liabilities under this Agreement without the prior consent of the Client. Forum will notify Client of any change in the ownership of Forum's partnership within 30 days of the change. RIA acknowledges and agrees that any change in the partnership that does not result in a change of actual control or management of Forum will not be considered an "assignment" as defined in the Investment Adviser's Act of 1940. Forum may also change its name and such change of name shall not be deemed an assignment of this Agreement. Nothing in this Agreement shall confer upon any person or entity not a party to this Agreement, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

## **CONFIDENTIALITY**

Client has received and reviewed a copy of Forum's privacy policy notice detailing how Forum protects Client non-public personal information. Both parties agree to treat as confidential all information and advice furnished by either party, including their agents and employees, and all transactions and investments in Client's account. Forum will not disclose confidential information to any third party except in accordance with Forum's privacy policy, if required by law or regulatory authority, is agreed upon with client approval or is necessary to effect transactions in client's account. Client may disclose confidential information to its attorneys, accountants or other professional advisors who may need this information in connection with providing services to Client provided that they agree to protect its confidentiality and to use the information only for the purpose of providing services to Client.

**Permission to Disclose Personally Identifiable Information (“PII”)**

By providing the information below, Client gives permission to Forum and its associated persons, including your Advisor, to disclose personal identifiable information (such as account information) to a third party (tax or legal advisor, family/relative, or other trusted individuals). Please note this authorization does not authorize the named individual any authority to conduct transactions in your account(s).

Forum is herein given absolute authority by the Client to disclose, provide copies of, and communicate information obtained from the Client or developed by Forum, to:

Name: \_\_\_\_\_ Relationship to Client: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**TRUSTED CONTACT**

Naming a trusted contact(s) allows Forum and your Advisor to use their discretion to contact the trusted contact person listed below and disclose information about you and your account(s) to:

- address concerns that you might be a victim of financial exploitation, which could include fraud, coercion, or unauthorized transactions;
- address a temporary hold on a disbursement of funds or securities pertaining to possible financial exploitation or other concerns;
- confirm your current contact information;
- confirm and address your whereabouts and health status, and or
- confirm the identity of any legal guardian, executor, trustee, holder of a power of attorney, or other person who may be acting on your behalf (such as an attorney or accountant).

This trusted contact is intended to be a resource for Forum in administering your account(s), protecting your assets and responding to possible financial exploitation. Naming a trusted contact on your account(s) does not authorize the trusted contact or other individuals to conduct transactions in your account(s).

Note: Your trusted contact must be age 18 or older. Forum recommends that your trusted contact not be someone already authorized to transact business in the account or who is already authorized to receive information about the account, such as a joint account holder.

Forum is herein given authority to contact Client’s trusted contact listed below:

Name: \_\_\_\_\_ Relationship to Client: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**ELECTRONIC DELIVERY**

Client agrees to receive all communication from Forum, including but not limited to statements, invoices and regulatory documents electronically. Client will be provided access to their investment performance thru a secure password protected website. ***Please print clearly.***

\_\_\_\_\_  
Client’s E-mail Address

\_\_\_\_\_  
Client’s E-mail Address

If client wishes to receive paper copies in lieu of electronic delivery, please initial here: \_\_\_\_\_

**MANAGEMENT FEE – Select One**

Fixed Fee

Fees will be based on a percentage of the Aggregate Portfolio Value after adjustments for cash flows on the last day of the calendar quarter. The fees will be deducted each calendar quarter in arrears from the Client's account. Refer to Form ADV Part 2A for Forum's Fee Schedule and additional fees charged by firms other than Forum for which the Client will be responsible.

Annual Management Fee: \_\_\_\_\_%

Tiered Schedule

Fees will be charged as a percentage of the Aggregate Portfolio Value after adjustments for cash flows following the tiered schedule listed on the last day of the calendar quarter. The fees will be deducted each calendar quarter in arrears from the Client's account. This is a tiered schedule; the first tier remains in effect and only incremental Portfolio Value is billed at each specific rate. Refer to Forum's Form ADV Part 2A for the additional fees charged by firms other than Forum for which the Client will be responsible.

Portfolio Value	Annual Fee

**CLIENT ACKNOWLEDGEMENT:**

The Client understands and acknowledges that Forum has disclosed the fees and expenses associated with investing in a Forum managed account and that Forum has discussed any fees or charges associated with selling existing holdings to invest in the account.

Client may incur a capital gain or loss and/or other tax liability if he/she is selling existing investments to invest in a Forum managed account and have been advised to contact a qualified tax professional to discuss my specific situation. In addition, the custodian will charge the Client a fee for trading and other account expenses. The custodian fee may either be charged as a percentage of the assets under management or on a per transaction basis.

Forum has delivered the Customer Relationship Summary, Form ADV Part 2A, and Privacy Policy to the Client.

In witness whereof, Forum and the Client have each caused this Agreement to be duly executed on the day and year first above written.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Forum Financial Management, LP

\_\_\_\_\_  
Authorized Signature

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Authorized Signature

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Authorized Signature

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Print Name

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Print Name

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Print Name

*Last Updated June 8, 2020*

Forum Financial Management, LP ("Forum," "we," "us," or "our") has adopted this privacy policy ("Privacy Policy") with recognition that protecting the privacy and security of the personal information we obtain about our clients is an important responsibility. We also know that you expect us to service you in an accurate and efficient manner. To do so, we must collect and maintain certain personal information about you. We want you to know what information we collect and how we use and safeguard that information.

If you are a California resident, please review our Supplemental Notice for California Consumers, which further describes the personal information we collect from California residents, how we use and share this information, and certain rights you may have under the California Consumer Privacy Act.

### INFORMATION WE COLLECT

We collect certain nonpublic information about you ("**Client Information**"). The essential purpose for collecting Client Information is to allow us to provide financial advisory services to you. Client Information we collect may include the following:

- Information that you provide on applications or other forms which may include personal and household information such as income, spending habits, investment objectives, financial goals, statements of account, and other records concerning your financial condition and assets. Additional information we may gather includes information concerning employee benefits and retirement plan interests, wills, trusts, mortgages, and tax returns.
- Identifying information such as your name, age, address, social security number, etc.
- Information about your transactions with us, or others (e.g. broker/dealers, clearing firms, or other chosen investment sponsors).
- Information we receive from consumer reporting agencies (e.g. credit bureaus), as well as other various materials we may use to provide an appropriate recommendation or to fill a service request.

In addition to the Client Information described above, when you access or use our websites, mobile apps, and other online services (collectively, "**Online Services**"), we also collect certain information regarding your access to and use of such Online Services ("**Usage Data**"). Usage Data consists of information about how your computer or device links to and interacts with our Online Services, preferences expressed, settings chosen, and information about your device, such as your device and browser type, operating system, IP address, mobile network carrier, device and advertising identifiers, date and time of visit, site features viewed, and the third-party site your device was accessing before coming to our Online Services. We use cookies and similar technologies on our Online Services to automatically receive and track this Usage Data, to enhance the security of our Online Services, to perform analytics concerning your use of our Online Services, and to comply with and enforce applicable legal requirements, industry standards and our policies. To learn more about these technologies and our use of them, please see the Cookies and Similar Technologies section below.

### USE OF YOUR INFORMATION

- Forum uses Client Information for the following purposes: To provide financial services to our Clients such as processing and fulfilling financial transactions.
- To contact you to discuss the services you receive from us or to respond to any questions or concerns you have raised.
- To provide, support, personalize, and develop our websites and services.
- To create, maintain, customize, and secure your account with us.
- To verify your identity, for other fraud, crime prevention, or anti-money laundering activities, and other compliance checks and controls.
- As necessary or appropriate to protect the rights, property, or safety of us, our clients, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our websites, products and services, databases and other technology assets, and business.
- To respond to valid law enforcement, legal, or regulatory requests and as required by applicable law, court order, or governmental regulations.
- For marketing purposes.
- For testing, research, analysis, and product development, including to develop and improve our websites, products, and services.

## SECURITY OF YOUR INFORMATION

We restrict access to your nonpublic personal information to those employees who need to know that information to service your account. We maintain physical, electronic and procedural safeguards that comply with applicable federal or state standards to protect your nonpublic personal information.

## INFORMATION WE DISCLOSE

We do not disclose the nonpublic personal information we collect about our customers to anyone except: (i) in furtherance of our business relationship with certain service providers, and then only to those persons necessary to effect the transactions and provide the services that they authorize (such as broker-dealers, custodians, independent managers, third-party service providers, insurance companies, etc.); (ii) to persons assessing our compliance with industry standards (e.g., professional licensing authorities, etc.); (iii) our attorneys, accountants, and auditors; or (iv) as otherwise provided by law.

We are permitted by law to disclose the nonpublic personal information about you to governmental agencies and other third parties in certain circumstances (such as third parties that perform administrative or marketing services on our behalf or for joint marketing programs). These third parties are prohibited to use or share the information for any other purpose. If you decide at some point to either terminate our services or become an inactive customer, we will continue to adhere to our privacy policy, which may be amended from time to time.

## FORMER CLIENTS

If you decide to close your account(s) or become an inactive client, we will adhere to our privacy policies, which may be amended from time to time.

## DISCLOSURES TO ASSOCIATED FIRMS

Some of our advisors are associated with an unaffiliated broker-dealer. If you presently have a brokerage account at that firm, the broker-dealer has possession of your nonpublic information. These advisors may obtain information necessary to fulfill your requests, service your products or offer you other products or services of interest to you.

Certain partners or advisors are also associated with related accounting firms. If you are a client of a related accounting firm, these partners or advisors may obtain information necessary to complete your tax return. Necessary information may include Tax Related Documents such as 1099s and Realized Gains/Loss Reports.

Forum uses third-party technology to manage and aggregate client assets that are held away. This technology is provided by OWL Technology, LLC. Forum is affiliated with OWL Technology, LLC under common control and ownership. Clients are not charged extra for these services, but a portion of the client fee paid to Forum is paid to OWL Technology, LLC for these services.

## COOKIES AND SIMILAR TECHNOLOGIES

When you visit or interact with the Online Services, we and other companies we work with may deploy and use cookies and similar technologies (such as web beacons, local shared objects and other tracking technologies) for a variety of reasons, including to collect Usage Data in order to enhance the security of Online Services, perform analytics concerning your use of Online Services, and comply with and enforce applicable legal requirements, industry standards, and our policies.

We may also use Google Analytics cookies to collect information about how visitors use Online Services. These cookies collect information in the aggregate to give us insight into how Online Services is being used. We anonymize IP addresses in Google Analytics, and the anonymized data is transmitted to and stored by Google on servers in the United States. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. For an overview of these Google Analytics cookies, please visit <https://support.google.com/analytics/answer/6004245>. You may install a Google Analytics Opt-out Browser Add-on by going to <https://tools.google.com/dlpage/gaoptout>.

You may have other means of controlling the use of cookies and similar technologies on this and other websites. You may be able to instruct your browser or mobile device to warn you each time a cookie is being sent, or to reject all or certain kinds of cookies. Typically, you can do this by changing the privacy settings on your internet browser or device. However, if you choose to reject cookies, Online Services may not function properly, and some Online Service features may be diminished.

## DO-NOT-TRACK SIGNALS AND SIMILAR MECHANISMS

Certain web browsers may allow you to enable a "do not track" option that sends signals to the websites you visit indicating that you do not want your online activities tracked. This is different from blocking cookies as browsers with the "do not track" option selected may still accept cookies. Right now, there is no industry standard for how companies should respond to "do not track" signals, although

one may be adopted in the future. Accordingly, we do not respond to “do not track” signals at this time. If we do so in the future, we will modify this Privacy Policy accordingly.

#### CHANGES TO OUR PRIVACY POLICY

Except as required or permitted by law, we do not share confidential information about you with non-affiliated third parties. In the unlikely event, there were to be a change in this fundamental policy that would permit or require additional disclosures of your confidential information, we will provide written notice to you, and you will be given an opportunity to direct us as to whether such disclosure is acceptable.

#### QUESTIONS

If you have questions about this Privacy Policy or have a question about the privacy of your customer information call our main number (630) 873-8520 and ask to speak to the Chief Compliance Officer.

Please contact our office if you would like a current copy of Forum’s ADV Part 2A mailed to you.

# SUPPLEMENTAL NOTICE FOR CALIFORNIA CONSUMERS

Last Updated June 8, 2020

This Supplemental Notice for California Consumers (“Supplemental Notice”) provides information required under the California Consumer Privacy Act (*Cal. Civ. Code §1798.100 et seq.*), as amended (“CCPA”), and describes California residents’ right to know, right to delete, and right to object to the sale of Personal Information that Forum Financial Management, LP (“Forum,” “we,” “us,” or “our”) collected about them through online and offline activities. Any terms defined in the CCPA have the same meaning when used in this Supplemental Notice.

This Supplemental Notice applies only to information collected about California residents and is parallel in scope to our Privacy Policy. This Supplemental Notice, including the rights described below, may not apply to all data, such as:

- Publicly available information from government records;
- Deidentified or aggregated consumer information; and
- Information excluded from the CCPA’s scope, such as personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994.

Please be aware that Forum collects relatively limited amounts of consumer Personal Information subject to all of the rights and provisions under the CCPA because the Personal Information we obtain is largely exempted from CCPA as personal financial data subject to the federal Gramm-Leach-Bliley Act or Fair Credit Reporting Act, or as Personal Information subject to an exemption under the CCPA for business-to-business (B2B) contacts. This Supplemental Notice applies to the limited Personal Information that we collect directly from consumers or about consumers that is not covered under these federal exemptions.

## DEFINITIONS SPECIFIC TO THIS NOTICE

The CCPA includes definitions for terms specific to this Supplemental Notice that do not apply to Forum’s Privacy Policy generally, including the following terms:

- **“Personal Information”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. In this Supplemental Notice, we use the following ***Categories of Personal Information*** to describe the Personal Information we collect, use, and share about consumers:
- **“Sale”** or **“sell”** means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information by the business to another business or a Third Party for monetary or other valuable consideration.
- **“Service Provider”** means certain for-profit legal entities that process information on behalf of us and to which we disclose your Personal Information for a defined business purpose pursuant to a written contract that prohibits the Service Provider from retaining, using, or disclosing your Personal Information for any purpose other than for the specific purpose of performing the services specified in the contract.
- **“Third Party”** means another business, other than a Service Provider, that collects your Personal

Financial Information	Financial information, including bank account number, routing information, credit or debit card number, payment amounts, or other financial information.
Identifiers	Identifiers and contact information, including full name, alias, postal address, telephone number, email address, date of birth, account name, Social Security number, driver’s license number, passport number, unique personal identifier, IP address, online identifier, device or mobile advertising ID, service request ID number, or other similar identifiers.
Network Activity Data	Internet activity information, such as browsing history, search history, cookie data, referring/exiting URL, clickstream data, time spent on a webpage or advertisement, or other information regarding an individual’s interaction with an internet website, application, email, or advertisement.
Professional Information	Professional information, including employment history, job title, salary, or other professional and employment-related information.
Protected Characteristics	Characteristics of protected classifications under state or federal law, such as race, gender, physical or mental disability, age (40 years or older), citizenship, sexual orientation, veteran or military status, genetic information (including familial genetic information), and religion.
Written Signature	Written signature, such as a signature on an application, consent form, or program enrollment form.

## CATEGORIES OF PERSONAL INFORMATION COLLECTED

We have collected the following Categories of Personal Information in the past 12 months:

- Financial Information
- Identifiers
- Network Activity Data
- Professional Information
- Protected Characteristics
- Written Signature

## CATEGORIES OF SOURCES

We have collected the Categories of Personal Information identified above from the following categories of sources:

- Directly from consumers
- Consumer reporting agencies
- Advertising networks
- Internet service providers
- Broker-dealers (Custodians)
- Social networks
- Directly and indirectly from activity on our websites
- Data analytics providers

## PURPOSES FOR COLLECTING PERSONAL INFORMATION

We collect the Personal Information identified above for the following purposes:

- To provide financial services to our Clients such as processing and fulfilling financial transactions.
- To contact you to discuss the services you receive from us or to respond to any questions or concerns you have raised.
- To provide, support, personalize, and develop our websites and services.
- To create, maintain, customize, and secure your account with us.
- To verify your identity, for other fraud, crime prevention, or anti-money laundering activities, and other compliance checks and controls.
- As necessary or appropriate to protect the rights, property, or safety of us, our clients, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our websites, products and services, databases and other technology assets, and business.
- To respond to valid law enforcement, legal, or regulatory requests and as required by applicable law, court order, or governmental regulations.
- For marketing purposes.
- For testing, research, analysis, and product development, including to develop and improve our websites, products, and services.

## DISCLOSURE OF PERSONAL INFORMATION

We disclosed for a business purpose the following Categories of Personal Information in the past 12 months to the categories of Third Parties identified:

Categories of Personal Information Disclosed	Categories of Third Parties to Whom the Information Was Disclosed
Financial Information	Third-party technology providers and Custodians
Identifiers	Third-party technology providers and Custodians
Network Activity Data	Third-party technology providers
Professional Information	Third-party technology providers
Protected Characteristics	Third-party technology providers and Custodians
Written Signature	Third-party technology providers and Custodians

We do not and will not sell your Personal Information to Third Parties.

## YOUR RIGHTS

If you are a California resident, you have the following rights under the CCPA with respect to your Personal Information:

- Right to Notice. Before or at the time we collect Personal Information from you, you have the right to receive notice of the Personal Information to be collected and the purposes for which we use it.
- Right to Know. You also have the right to request that we disclose to you the Categories of Personal Information we have collected about you in the preceding 12 months, along with the categories of sources from which the personal information was collected, the purpose for collecting or selling the personal information, the categories of Third Parties with whom we shared the personal information, and the categories of Third Parties with whom we sold the personal information. You may make such a request up to twice in a 12-month span.

- **Right of Access.** You have the right to request that we disclose or provide you with access to the specific pieces of Personal Information we have collected about you in the preceding 12 months.
- **Right to Deletion.** You have the right to request that we delete the Personal Information we collect from you. However, in certain situations we are not required to delete your Personal Information, such as when the information is necessary in order to complete the transaction for which the Personal Information was collected, to provide a good or service requested by you, to comply with a legal obligation, to engage in research, to secure our websites or other online services, or to otherwise use your Personal Information internally in a lawful manner that is compatible with the context in which you provided the information.
- **Right to Opt-Out of the Sale of Personal Information.** We do not and will not sell your Personal Information to Third Parties.

You can exercise your rights by calling 1-877-873-8520 or by emailing [compliance@forumfin.com](mailto:compliance@forumfin.com). Please note that there are circumstances in which we may not be able to comply with your request pursuant to the CCPA, including when we cannot verify your request and/or when there is a conflict with our own obligations to comply with other legal or regulatory requirements. We will notify you following submission of your request if this is the case.

#### VERIFICATION PROCESS

We value the security and confidentiality of your Personal Information. Therefore, if you exercise your right to know, right to access, or right to deletion, we must first verify your identity to make sure that you are the person about whom we have collected Personal Information. We will verify each request by asking that you follow our current procedures for verifying client identity such as providing your Forum account password. We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### NON-DISCRIMINATION

We will not discriminate against you if you exercise any of the rights provided by the CCPA set forth in this Supplemental Notice. Please note that a legitimate denial of a request for information, deletion, or to opt-out is not discriminatory, nor is charging a fee for excessive or repetitive consumer requests as permitted by the CCPA.

#### DIRECT MARKETING DISCLOSURE

California Civil Code Section § 1798.83 permits California residents to annually request certain information regarding our disclosure of personal information to other entities for their direct marketing purposes in the preceding calendar year. Forum does not distribute your Personal Information to other entities for their own direct marketing purposes.

#### CONTACT US

If you would like additional information regarding our Supplemental Notice, please call us at 877-873-8520 or email us at [compliance@forumfin.com](mailto:compliance@forumfin.com).

#### CHANGES TO OUR SUPPLEMENTAL NOTICE

Forum reserves the right to amend this Supplemental Notice at our discretion and at any time. When we make material changes to this Supplemental Notice, we will notify you by posting an updated Supplemental Notice on our website with the effective date.