

Golden Trail Advisers, LLC (GTA), has developed policies and procedures to protect clients' privacy. In order to serve its clients, GTA and its employees, third-party custodians and service providers gain access to clients' personal and financial information. GTA is committed to safeguarding this private information.

### **Private Information Collected**

GTA collects information about clients' investment accounts, net worth, Social Security, debt levels, income, beneficiaries, family dynamics and other personal information. For business owners, GTA collects financial, operational and personnel information. This kind of information is private.

### **Authorized Access**

GTA's policies limit access of clients' private information to only those companies or individuals with authorization. These companies and individuals include GTA and its employees, custodians such as TD Ameritrade, other financial companies working on behalf of clients and software providers. GTA only uses or shares clients' private information in order to provide its services or in the case of the exceptions below.

### **Exceptions to Authorized Access**

Other than for purposes of "Authorized Access" as described above, GTA will not share private information with any third party except:

- With persons acting in a fiduciary or representative capacity on behalf of the client, provided appropriate documentation is presented;
- With industry regulators or to comply with federal, state or local laws, rules and other applicable legal requirements;
- With attorneys or accountants working on a matter related to GTA;
- In connection with a sale or merger of GTA's business;
- In other circumstances as requested by the client.

### **Maintaining Privacy of Physical Information**

During regular business hours, clients' physical files are monitored so that only those with approval may access this information. Whenever the company is not in operation, the office is locked and protected by an alarm system managed by a company that calls the police if unauthorized access to the premises is detected. For tracking purposes, each person with access to the premises has a unique code for the alarm.

### **Maintaining Privacy of Client Emails**

Email sent out by GTA and its employees is encrypted. This encryption provides security for information that could be intercepted as it travels over the Internet. Given the possibility that client email accounts could be accessed by unauthorized users, GTA does not send Social Security numbers via email, nor does it ask clients to send Social Security numbers via email.

### **Maintaining Privacy of Electronic Information**

In the normal course of business, GTA and its employees utilize software provided by third parties. This software stores and allows GTA to access electronic information about clients for financial planning, investment management, ongoing communications and other services.

All software used by GTA that has clients' private information is password protected. Each of the software providers has its own policies and procedures designed to protect clients' private information. GTA has reviewed and accepted the privacy policies for all of the software providers it uses. Some examples:

- Portfolio Management Software
- Investment Monitoring and Trading Software
- Client Relationship Management (CRM) System
- Private Information Storage or Vault
- Client Portal to Access Account Data
- Risk Measurement Software
- Financial Planning Software

### **Client "Vault" and "Portal"**

For clients who meet the investment minimums, GTA provides access to a personal "vault." This is a secure area of a server hosted by a company that specializes in this function. Investment reports are placed into clients' individual vaults. Other private information, such as insurance policies, financial plans and estate planning documents, can be stored in this vault. In addition, all clients who meet investment minimums have access to information about their accounts through GTA's client "portal." The portal provides clients with a view of each account and/or composite of all accounts, including performance data. The information accessed via portal is updated every day. Clients are given unique logins and passwords to gain access to their vault and portal.

### **Compliance with this Privacy Policy**

GTA and its employees are required to adhere to specific procedures that are outlined in this Privacy Policy and in the company's Policies and Procedures manual. Failure to comply with these procedures would result in disciplinary action and possible termination or legal action.

### **Disclaimers and Limitations of Certain Remedies**

*(a) No Consequential and Similar Damages.* To the maximum extent permitted by the law, in no event will Golden Trail Advisers be liable to you or any third party for any indirect, consequential, incidental, punitive, exemplary, special or any other damages, including, but not limited to, damages for personal injury, lost profits, loss of data, loss of customer content, loss of use, lost revenue, business interruption or property or environment damage arising out of or related to your use of services, even if Golden Trail Advisers has been advised of the possibility of such damages (whether such claim is based on warranty, contract, tort (including, but not limited to, negligence) or otherwise).

*(b) No Procurement of Substitute Services or Customer Content.* In no event will Golden Trail Advisers be liable to you or any third party for any cost to procure substitute products or services, customer content, lost or damaged customer content or the cost of retrieving lost customer content. Under no circumstances will Golden Trail Advisers be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the products and services, your customer account or the customer content.

**Disclaimers and Limitations of Certain Remedies (continued)**

*(c) Limitation on Aggregated Damages.* To the maximum extent permitted by law, and without limiting the foregoing, the entire liability of Golden Trail Advisers for all damages of every kind and type (whether arising in contract, breach of warranty or tort (including negligence and strict liability)) will be limited to the lesser of: (i) The fees paid by you to Golden Trail Advisers in the three (3) calendar months immediately prior to the damages arising; or (ii) Fifty dollars (\$50.00). If the services are provided to you without charge, then Golden Trail Advisers will have no liability to you whatsoever. The foregoing limitations set a maximum on the amount of damages payable and are not intended to establish liquidated damages.

*(d) Acknowledgement.* You expressly recognize and acknowledge that the disclaimers and limitations set forth in this section are an essential part of the agreement and an essential factor in establishing the price of the services and Golden Trail Advisers' willingness to provide you the services.

*(e) Full Extent and Remedy.* The foregoing disclaimers and limitations will apply to the fullest extent permitted under applicable Illinois law and notwithstanding a failure of essential purpose of any remedy provided in this agreement.

**Client Acceptance (Opt In Provision)**

I approve of the use of my private information in the manner described and according to the terms outlined in this document.

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**Signature/Date**

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**Signature/Date**