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**AGENDA ITEM  
REQUEST/JUSTIFICATION FORM**  
(To be completed by requesting Department)  
Forward all requests to Sharon Bourke, LC2 Civic Center  
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY  
BEFORE THE TUESDAY MEETING**

Agenda item: Consent

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on agenda: August 2, 2016

Exact wording to be used for the agenda: Execute the Non-Discretionary Consulting Agreement between Asset Consulting Group, LLC and Douglas County, Nebraska as requested by the Douglas County Treasurer's Office to assist with the investment of excess funds.

Action requested: Execute the Non-Discretionary Consulting Agreement

Amount requested: N/A Object Code: \_\_\_\_\_

Is item in current year's budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Does this item commit funds in future years? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

If an agreement or contract, has the County Attorney reviewed and approved? Yes X No \_\_\_\_\_

Previous action taken on this item, if any: Request was approved and adopted by this Board of Commissioners on March 15, 2016.

Recommendations and rationale or action: Execute agreement

Will anyone speak on behalf of this item, if so who? Joe Lorenz, Captain, County Administration Offices, Ext. 6825

If this is a rush agenda item, please explain why: \_\_\_\_\_

Submitted by (Name & Dept.): William H. Ouren Ext. 7622

Date submitted: July 28, 2016

List Attachments: Resolution, Non-Discretionary Consulting Agreement (3 copies)

(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:  
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office

Received in Administrative Office: Date 7/28/16 Time \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, NEBRASKA**

**WHEREAS**, the Douglas County Treasurer's Office wishes to contract with Asset Consulting Group, LLC ("ACG") to assist with the development of an investment policy for Treasurer's excess funds and conduct a search for a 3<sup>rd</sup> party investment manager to manage the investment of the excess funds; and

**WHEREAS**, on March 15, 2015, this Board of County Commissioners authorized the execution of said agreement between ACG and Douglas County, Nebraska; and

**WHEREAS**, the Chair of the Douglas County Board of Commissioners is authorized to sign the final copy of the Contract.

**THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:** this Board approves the agreement as outlined in Asset Consulting Group, LLC's Non-Discretionary Consulting Agreement, and the Chair of this Board is authorized and directed to execute said Contract.

**DATED THIS 2<sup>nd</sup> DAY OF AUGUST, 2016.**

**Asset Consulting Group, LLC**  
**Non-Discretionary Consulting Agreement**

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This ("Agreement") is entered into as of the \_\_\_\_ of \_\_\_\_\_, 2016 between Douglas County, Nebraska ("Client") and Asset Consulting Group, LLC ("ACG"). The purpose of this Agreement is to set forth the terms and conditions of the relationship between the parties, including the services ACG will provide and the compensation ACG will receive in exchange for such services.

1. **Appointment of ACG.** Client hereby appoints ACG as its non-exclusive investment consultant to provide the services as set forth herein and ACG hereby accepts such appointment.
2. **Specific Duties of ACG.** ACG shall provide consulting services to the Client with respect to Client's investment activities, which shall consist of services broadly defined as follows:
  - Development and Review of Statement of Goals and Objectives or Investment Policy;
  - Policy Compliance;
  - Asset Allocation and Modeling;
  - Investment Manager Review and Search;
  - Quarterly Investment Performance Measurement, Analysis and Diagnostics;
  - Custodian Review, Search and Selection; and
  - Portfolio Efficiency Review.
  - Attend and Present Portfolio Performance Review at 2 meetings per year.

ACG does not provide investment advice or recommendations regarding the purchase or sale of specific securities. ACG provides Client with alternatives and various courses of action; however, all decisions regarding the investment of Client's assets, including the establishment of an investment policy and the selection and retention of investment managers, remain with Client.

3. **Custody.** ACG will not have custody of Client's assets. Client shall be responsible for transferring monies to investment managers and arranging custody of any certificates or other evidence of ownership.
4. **Compensation.** In consideration of the services rendered pursuant to this Agreement, Client shall pay ACG an annual retainer fee \$20,000. The annual retainer fee shall be billed and payable quarterly in arrears, with invoices payable by Client within 15 days after receipt. The annual retainer fee shall be prorated for periods less than a full calendar quarter.
5. **Expenses.** Client will bear all of its own investment expenses, both as incurred directly and indirectly through investing in funds or with investment managers, including interest, custody and brokerage fees and the fees, expenses and profit participations of the investment managers and funds selected. ACG will be responsible for its own expenses of its work under this Agreement (except as otherwise agreed by ACG and Client from time to time) and will not be entitled to the payment of any funds from Client other than the compensation provided for in paragraph 4 above.
6. **Representations, Warranties and Covenants of ACG.** ACG hereby makes the following representations and warranties to Client.
  - (a) It is and during the term hereof will continue to be registered as an investment adviser under the Investment Advisers Act of 1940, as amended ("Advisers Act").
  - (b) It is a limited liability company duly organized and validly existing under the laws of the State of Delaware and has full company power and authority to perform its obligations under this Agreement.
  - (c) The person executing this Agreement on behalf of ACG has full power and authority to execute and deliver this Agreement on behalf of ACG.
  - (d) This Agreement has been duly executed and delivered by or on behalf of ACG and constitutes a

legal, valid and binding obligation of ACG, enforceable against ACG in accordance with its terms.

**7. Representations, Warranties and Covenants of Client.** Client hereby makes the following representations and warranties to ACG.

- (a) Client is a Governmental Entity, duly established and validly existing under the laws of the state of Nebraska and having full power and authority to perform its obligations under this Agreement.
- (b) The individual executing this Agreement on behalf of Client has the full power and authority to execute and deliver this Agreement on behalf of Client.
- (c) This Agreement has been duly executed and delivered by or on behalf of Client and constitutes a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms.
- (d) Client's assets subject to this Agreement were not, and are not, directly or indirectly derived from activities that may contravene United States Federal, state or international anti-money laundering laws or regulations to the extent any such laws or regulations may be applicable to Client.
- (e) Client has not been formed by, or for the benefit of, any individual described below, and no beneficial owner of Client, or trustee or representative of a beneficial owner of Client, is an individual described below:
  - i. a current or former senior foreign political figure in the executive, legislative, administrative, military or judicial branches of a non-US government (whether elected or not), or
  - ii. a senior foreign political figure of a major non-US political party, or
  - iii. a senior executive of a non-US government-owned commercial enterprise, or
  - iv. an immediate family member of any of the individuals described in subsections (i) through (iii) above, or a person known to maintain a close personal or professional relationship with any such individuals.

For purposes of this representation, "senior foreign political figure or senior executive" means an individual with substantive authority over policy, operations or the use of government-owned resources; "immediate family" includes a spouse, parents, siblings, children and a spouse's parents or siblings.

- (f) United States Federal law, regulations and Executive Orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") prohibit ACG, among other things, from engaging in transactions with, and the provision of services to, persons on the list of Specially Designated Nationals and Blocked Persons (the "SDN List"), as well as persons, entities and foreign countries and territories which are the subject of U.S. sanctions programs, administered by OFAC (collectively, the "OFAC Maintained Sanctions Programs"). Client represents and warrants that neither the Client, nor any person controlling, controlled by, or under common control with the Client is (i) a person, entity, country or territory that is the subject of an OFAC Maintained Sanctions Programs or (ii) on the SDN List.

Client shall promptly provide ACG with such information and documents as ACG shall reasonably request to verify the matters under this paragraph 7 and other representations and warranties set forth herein and/or to otherwise allow ACG to comply with its legal obligations. The above representations, warranties and agreements shall be continuing during the term of this Agreement and, if at any time, any event has occurred which would make or tend to make any of the foregoing not true, Client will promptly notify ACG. Without limiting the foregoing, Client, or its successor or legal representative, as the case may be, shall promptly notify ACG in writing of its dissolution, termination, merger, bankruptcy and/or the occurrence of any other event that reasonably could affect the validity of this Agreement.

**8. Standard of Care.**

- (a) ACG, its affiliates and their respective directors, officers, managers, members, employees and agents (collectively, "Affiliated Persons") shall have no obligations to Client other than those expressly set forth in this Agreement and any other obligations arising by law.

- (b) Except as required under applicable law, ACG and its Affiliated Persons shall not be liable to Client (or its affiliates or related parties or any of their respective successors or permitted assigns) for or any act taken or omitted, or any failure to act, in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Client, unless such act, omission or failure to act constituted gross negligence, willful misconduct or a breach of this Agreement by ACG. Without limiting the foregoing, neither ACG nor any Affiliated Persons shall be liable to Client (or its affiliates or related parties or any of their respective successors or permitted assigns) for any error of judgment or mistake of law or for any loss suffered by the Client (or its affiliates or related parties or any of their respective successors or permitted assigns) in connection with the subject matter of this Agreement by reason of any act or omission that causes a loss of (i) Client or its affiliates or related parties or any agent, partner, director, officer or employee of any of the foregoing, or (ii) any custodian, broker or dealer, investment manager, sponsor or administrator of any investment fund or any agent, partner, director, officer or employee of any of the foregoing, unless, in the case of clause (ii), such loss arises from ACG's violation of the standard of care provided for in the preceding sentence with respect to the recommendation thereof. Certain federal and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any such applicable law if under applicable law they cannot be waived by contract.

**9. Client Acknowledgments.** Client acknowledges and agrees that:

- (a) Investment managers will employ investment strategies that have inherent risk. Client's assets managed by one or more investment managers may be lost in whole or in part and past results are not necessarily indicative of future performance. The value of Client's assets may go down as well as up, and will be subject to various market, economic or business risks, as well as the risk that the investment recommendations and decisions made may not always be profitable or prove to have been wise.
- (b) ACG does not guarantee (i) that Client's assets will not decline in value, (ii) any specific level of performance of Client's assets or any specific investment manager or investment, (iii) the success of any investment strategy employed or investment decision made by investment managers or (iv) the success of the overall portfolio of Client's assets.
- (c) Client has received more than 48 hours before its execution hereof a copy of Part 2 of ACG's Form ADV and Privacy Policy, a copy of which is attached hereto. Client has read and understands the terms of this Agreement, the Part 2 of ACG's Form ADV and ACG's Privacy Policy.
- (d) ACG and its Affiliated Persons may perform, among other things, investment consulting or advisory services for other clients and may earn investment consulting or advisory fees and other consideration for such activities; provided that such services do not interfere with the services to be provided hereunder. In addition, ACG and its Affiliated Persons may give advice to and take action in connection with providing services to other clients or their own accounts that may differ from advice given, or in the timing and nature of action taken, with respect to Client, even though Client and such other clients may be similarly situated.
- (e) The services provided by ACG hereunder should not be construed to involve the rendering of any legal, tax or accounting advice. ACG strongly urges Client to consult with its independent legal, tax and accounting advisors regarding those matters.
- (f) ACG is committed to complying with U.S. statutory and regulatory requirements designed to combat money laundering and terrorist financing. Accordingly, ACG has and will ask for certain identification documents or other information with respect to the Client in order to comply with its customer identification procedures. Failure to provide this information may result in ACG's inability to provide services to Client.

**10. Confidentiality.** ACG and its Affiliated Persons shall not disclose any records or information obtained from Client about Client to nonaffiliated third parties, except in accordance with ACG's then applicable Privacy Policy. All information, recommendations and advice furnished by ACG and Affiliated Persons

to Client (including its affiliates, related parties, agents and representatives), including confidential or non-public information with respect to investment managers, funds and other investments, shall at all times be treated in the strictest confidence by Client and Client will afford all such information, recommendations and advice at least the same protection as Client affords its own confidential information. In addition, Client will not, except as described below, disclose any such information and will use such information solely for its own purposes in evaluating, making and monitoring investments and its relationship with ACG. Client may disclose any such information to its employees, officers, agents and representatives (including auditors and counsel) to whom it is necessary to show such information, so long as each of them are informed of the confidential nature of such information and the terms hereof and they agree to hold such information confidential as provided herein. Client may also disclose any such information as required by law or by demand of any regulatory agency or self-regulatory organization; provided that Client shall, to the extent practicable, give ACG advance notice of any such disclosure. This paragraph 10 shall not apply to any information that is received by ACG or Client, as applicable, on a non-confidential basis from a source other than under this Agreement, that becomes publicly known other than in violation of this Agreement or is independently developed without the use of any information subject to this Agreement.

- 11. Independent Contractor Status of ACG.** It is understood and agreed that ACG shall be deemed to be an independent contractor hereunder and that ACG shall not have authority to act for, represent or bind in any way, and shall not otherwise be deemed to be an agent of, Client. Nothing contained herein shall create or constitute a joint venture, partnership or any other similar relationship between ACG and Client or between or among ACG, Client and Client's broker(s), custodians, investment managers or other service providers (including those recommended by ACG) or be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of any other such entity.
- 12. Use of Work Product.** All reports, studies, object codes, source codes, flow charts, diagrams or other tangible or intangible work product of any nature or form whatsoever produced, developed, created or improved by or as a result of ACG's provision of the services pursuant to this Agreement shall be the sole and exclusive property of ACG and no right of ownership or title shall pass to Client. All data and information shall belong to the client and the client shall be free to use such data and information for any purpose necessary to carry out its duties in overseeing Client's assets.
- 13. Notices.** All notices, demands or requests required to be made or delivered hereunder shall be in writing and delivered personally, by facsimile, by reputable courier service such as Federal Express, or by registered or certified mail, return receipt requested, to the addresses below or to such other address as may be designated by a party. Notices shall be effective upon receipt if delivered personally or by facsimile, one business day after sent if delivered by courier service (three business days if the addressee is outside the United States) and five business days after sent if delivered by registered or certified mail (ten business days if the addressee is outside the United States). All communications under this Agreement shall be in English.

Asset Consulting Group, LLC  
231 S. Bemiston, 14<sup>th</sup> Floor  
St. Louis, MO 63105  
Tel: 314-862-4848  
Fax: 314-862-5967  
Attention: Jason Pulos, Managing Director

If to Client:

Douglas County, NE  
Mr. Joe Lorenz, Budget and Finance Director  
LC2 Civic Center  
Omaha, NE 68183

- 14. Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party. For purposes of the foregoing, in the case of a purported assignment by ACG, the term "assignment" shall have the meaning given to that term in Section 202(a)(1) of the Advisers Act. In the event of an assignment deemed to occur under the Advisers Act as a result of a change in control of ACG, ACG shall provide written notice of the change-in-control to Client, and if Client does not object in writing to the continuation of this Agreement to ACG in the time period and manner set forth in such notice, Client shall be deemed to have consented to the continuation of this Agreement after the change-in-control of ACG.
- 15. Amendments; Waivers.** This Agreement may not be modified or amended in any respect except in a writing signed by both parties. The waiver by a party of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by a party. The failure of a party to insist upon strict adherence to any provision of this Agreement shall not constitute a waiver or thereafter deprive such party of the right to insist upon a strict adherence.
- 16. GOVERNING LAW; CHOICE OF LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEBRASKA, WITHOUT REGARD TO PRINCIPLES OF CHOICE OF LAW; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED IN ANY MANNER INCONSISTENT WITH THE ADVISERS ACT (OR ANY RULE, REGULATION OR ORDER OF THE SECURITIES AND EXCHANGE COMMISSION PROMULGATED THEREUNDER) OR THE INVESTMENT ADVISORY LAWS OF ANY STATE (OR ANY RULE, REGULATION OR ORDER THEREUNDER) WHOSE INVESTMENT ADVISORY LAWS APPLY TO THE INVESTMENT ADVISORY RELATIONSHIP CREATED UNDER THIS AGREEMENT.
- 17. Severability.** If any provision of this Agreement is held to be void or unenforceable under the laws of any jurisdiction governing its construction or enforcement, this Agreement shall not be invalidated thereby, but shall be construed to be in force with the same effect as though such provisions were omitted so long as the basic economic terms of the intent of the parties as described herein is preserved.
- 18. Waivers and Other Legal Matters.** Each party hereto expressly and irrevocably agrees that:
- (a) any legal action, suit, claim, or proceeding of any kind based upon, arising out of, connected with or relating to this Agreement or the relationship between the parties created under this Agreement shall be brought in the United States Federal Court or state courts located in the County of Douglas, State of Nebraska, and it irrevocably submits to the exclusive jurisdiction of each such court in any such legal action, suit, claim, or proceeding;
  - (b) service of process in any such legal action, suit, claim, or proceeding may be effected against such party by registered or certified mail or in any other manner permitted by applicable United States Federal Rules of Civil Procedure or Rules of the Courts of the State of Nebraska;
  - (c) it waives, in respect of any such legal action, suit, claim, or proceeding brought in any United States Federal or state court located in the County of Douglas, State of Nebraska, or any resulting judgment, any objection, and hereby specifically consents to the personal and subject matter jurisdiction of any such court, and agrees not to seek to change the situs of such action or to assert that any other court in any other jurisdiction is a more suitable forum for the hearing and adjudication of any claim or dispute raised in such action;
  - (d) it waives any right to a trial by jury in any legal action, suit, claim or proceeding of any kind based upon, arising out of, connected with or relating to this Agreement or the relationship between the

parties created under this Agreement, whether arising in contract, tort, equity or otherwise and that either or both parties hereto may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement between the parties irrevocably to waive their right to a trial by jury and that any legal action, suit, claim or proceeding whatsoever between them based upon, arising out of, connected with or relating to this Agreement or the relationship between them created under this Agreement shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury; and

(e) in any legal action, suit, claim, or proceeding with respect to the payment of fees or other amounts hereunder or arising out of, connected with or relating to this Agreement or the relationship between the parties created under this Agreement, in addition to any other relief to which the successful or prevailing party (the "Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all reasonable attorneys' fees, court costs, and expenses incurred by the Prevailing Party in such action, suit, claim, or proceeding and all related appellate, bankruptcy and/or post-judgment proceedings. For purposes of the foregoing, the term "attorneys' fees" includes, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.

- 19. Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and no prior writings or agreement, verbal or otherwise, shall be binding on the parties hereto. This Agreement may be executed in one or more counterparts, which shall together constitute one and the same document. Delivery of an executed signature page to this Agreement by facsimile, by electronic transmission of portable document format (PDF) files or by tagged image file format (TIF) or other electronic transmission will be effective as delivery of a manually signed counterpart hereof.
- 20. Binding Effect; Benefit.** This Agreement shall be binding on and be for the benefit of the parties and their respective heirs, executors, successors, administrators, committee and/or conservators and their permitted assigns.
- 21. Headings; Interpretation.** All paragraph headings are for convenience of reference only, and shall not form part of or affect in any way the meaning or interpretation of this Agreement. As used herein, references in the singular shall, as and if appropriate, include the plural, and references in the neuter shall, as and if appropriate, include the masculine or feminine, and vice versa. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."
- 22. Effective Date.** This Agreement shall be effective \_\_\_\_\_.
- 23. Term.** The term of this Agreement shall be 3 years. This Agreement shall continue in effect until terminated by either party by giving to the other party notice in writing at least thirty (30) days prior to the effective date of termination; provided, however, this Agreement may be terminated immediately by the Client in the event of a breach of any of the representations, warranties or covenants of ACG hereunder. Provisions of this Agreement that by their terms or by their context are to be performed in whole or in part after termination of this Agreement shall survive termination of this Agreement and a termination of this Agreement shall not affect the parties' rights and obligations arising prior to the date of termination, including for payment of fees to ACG by Client. Final billing by ACG shall be prorated to the effective date of termination.
- 24. Drug Free Policy.** ACG assures Client that it has established and maintains a drug free workplace policy.
- 25. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).** ACG is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- 26. Non-Discrimination.** Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- 27. Conflict of Interest.** In the performance of this Agreement, ACG will avoid all conflicts of interests or appearances of conflict of interest. ACG will report any conflict of interest immediately to Client. ACG assures Client that no Client employee will have a financial or personal interest in this Agreement. ACG did not and will not provide any money or other benefit of any kind to any Client employee in the procuring of, facilitation of, execution of during the duration of this Agreement.
- 28. Indemnification.** Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suite and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

**ASSET CONSULTING GROUP, LLC**

By: \_\_\_\_\_  
Jason C. Pulos  
Managing Director

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016:

**Client**

By: \_\_\_\_\_  
Chair—Douglas County Board of Commissioners

**Approved as to form:**

By: W. H. O. #21762  
William H. Ouren  
Deputy Douglas County Attorney

## **Privacy Policy**

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Asset Consulting Group LLC ("ACG," "We" or "Our") is committed to protecting your privacy and maintaining the confidentiality and security of your personal information. We are sending this privacy policy to help you understand how we manage your personal information. As required by U.S. federal law, we will notify you of ACG's privacy policy on an annual basis and in the event of any amendments to this policy.

### **Categories of Information We Collect**

The information that ACG will collect from you may include, but is not limited to:

- Your name;
- Mailing address(es);
- Telephone number(s), e-mail address(es), fax number(s);
- Social security number(s) and/or federal tax identification numbers;
- Approximate annual income, net worth, and employer names and addresses;
- Source of funds and investment objectives;
- Information from consumer reporting agencies regarding your credit worthiness/ credit history and identity;
- Transactional activity in your accounts (e.g. trading history and balances, etc.); and
- Other interactions within ACG (e.g. discussion with staff, etc.).

### **When and with Whom May Personal Information May Be Shared?**

- Where we believe in good faith that disclosure is required under law, to cooperate with regulators or law enforcement authorities, to perform necessary credit checks or collect or report debts owed to us or to protect our rights or property;
- With service providers as needed to effect, administer, process or service transaction (e.g. custodians, broker-dealers, prime brokers, third party administrators and banks) and/or to provide general business support (e.g. external auditors and attorneys);
- With affiliates for the purpose of performing services and carrying out internal functions

### **How ACG Protects Confidentiality**

ACG maintains physical, electronic and procedural safeguards to protect your nonpublic personal information.

ACG does not sell or rent personal information to any third party.

If you decide to close your account(s), our privacy policy as from time to time in effect will apply to any of your information that we may retain. We will, however, not continue to send you copies of our privacy policy in the ordinary course.

If you need additional information, please contact your Consultant or Jason Pulos at 314-754-7604 or [Jason.Pulos@acgnet.com](mailto:Jason.Pulos@acgnet.com). You can also contact us by mail at Asset Consulting Group LLC, Attn: Jason Pulos, 231 South Bemiston Avenue, St. Louis, Missouri 63105.