



The Vernon Company recognizes the importance of conducting business in a safe, ethical and socially compliant environment. There are laws in place today that require distributors and suppliers to operate within guidelines governing sale and distribution of goods or services to customers. We operate within the guidelines of those laws and regulations and rely upon our supplier partners to operate similarly in order to limit risk and exposure to all parties involved in the chain of distribution.

Described in this document is the information and documentation we require from imported and/or domestic product vendors and manufacturers. In addition to completing these documents, if selected for a specific project, all approved vendors must be able to provide GCC's, and testing results upon request. Vendors are further expected to adhere to all US regulations and provide additional testing as required.

Our process is to collect and assess the documentation requested regarding your product safety and compliance practices.

Vendors who meet industry standards, are able to provide documentation of their compliance, and maintain compliance will be considered a safety-approved vendor of choice for The Vernon Company.

Please sign and return this documentation. We will countersign and return to you for your records. Should you have any questions or need additional information, please contact Shannon Bergman, shannonb@vernoncompany.com, or 641.792.9000 ext 8277.

Sincerely,

Shannon Bergman  
Director of Sales Operations



## Product Safety Compliance Checklist

1. **Product Safety Statement** – We require a statement from your senior management or senior safety officer that recaps your company’s approach to the issue of product safety, outlining your approach to addressing product safety, product testing and the reports available. This should also include reference to any web-based safety related information made available for your products. This letter should include, at minimum, the following information:
2. **Commitment to Ethical and Responsible Conduct** (included)
3. **Indemnification Agreement** (included)
4. **CPSIA** – The Consumer Product Safety Improvement Act of 2008 created specific standards for items that are designed for, and intended for use by children 12 years of age and under. Mandatory compliance to this act went into effect in February 2011. Products that fall within these guidelines need to be age-graded, 3rd party tested, and include the appropriate cautionary labeling and tracking labels. **Please provide a list of products that have been evaluated, and tested by CPSC approved 3rd party laboratories. This should be sent in an Excel spreadsheet that lists the item #'s and descriptions.**
5. **Proposition 65** – The California Safe Drinking Water and Toxic Enforcement Act of 1986 impacts products shipped into the state of California, or which are ultimately distributed in that state. Prop 65 requires businesses to warn consumers when exposure to a toxic chemical known to the state may cause cancer, birth defects, or other reproductive harm. There are over 900 chemicals listed as harmful by the state of California; if products are not free of the listed chemicals, they must be marked with a Prop 65 warning label. In August 2018, the regulation was updated to include new on-product/package warning label language, as well as requiring warning prior to purchase in catalogs and on websites. **Please provide a list of all products requiring a Prop 65 warning label. This should be sent in an Excel spreadsheet that lists the item #'s and descriptions, and the specific language of the warning label used.**
6. **Proof of Insurance, Certificate of General Liability** – Provide a Certificate of General Liability with a minimum of one million dollars of general liability coverage.
7. **Product Safety Contact Information** – Please provide the complete contact information (name, title, email, phone) for the person(s) within your company whom we can contact regarding product safety questions.

Desert Fox Golf	00000
<hr/>	
Name of Supplier	ASI/PPAI #
Scott L Kovesdy	Owner
<hr/>	
Name and Title of Product Safety Contact	
scott@desertfoxgolf.com	
<hr/>	
Email	
480-628-3611	
<hr/>	
Phone	



**COMMITMENT TO ETHICAL AND RESPONSIBLE CONDUCT**

Our Company believes we must not only meet the expectations of our customers and consumers, we must exceed those expectations. To that end, we have adopted standards for the safety, quality and integrity of our products and processes and we are committed to respecting the rights of individuals and protecting the environment. We are dedicated to complying with all applicable laws and to conduct business in an ethical and responsible manner.

**Product Safety**

We will comply with all applicable laws and regulations regarding safety of products we sell. We will meet applicable recognized voluntary industry standards for our products and processes.

**No Abuse Of Labor**

We will not use any form of forced labor, including indentured, prison, bonded or slave labor. We will not use physical or verbal harassment or abuse to discipline employees.

**No Child Labor**

We will not use child labor. We will comply with all minimum age provisions of applicable laws and regulations.

**Freedom Of Association**

We respect the rights of employees to associate or organize, or join a union without fear of reprisal or interference. If employees are represented by a union recognized under law, we respect the right to bargain collectively.

**No Discrimination**

We will not discriminate in hiring and employment practices on the basis of age, nationality, race, religion, social or ethnic orientation, gender or disability.

**Hours And Wages**

We will comply with all applicable wage, work hours, benefits, and overtime laws and regulations. If local industry standards are higher than applicable laws and regulations, we will meet the higher standards.

**Workplace Conditions**

We will provide a safe, healthy and secure workplace. We will abide by all applicable laws and regulations for safety and health. Proper sanitation, lighting, ventilation and fire safety protection will be provided.

**Environment**

We abide by all applicable environmental laws and regulations. We will manage our environmental footprint to minimize the adverse impact on the environment. We will manage our energy, water and waste systems for maximum efficiency and minimal adverse impact on the environment.

**Absence Of Applicable Laws And Regulations**

In the absence of law in a particular location relating to product safety, labor, employment, environment or working conditions, the spirit and intent of these policies shall be met.

**Subcontractors And Sources**

We require all businesses that support our business as subcontractors, manufacturers or sources of goods to comply with all of the same policies stated in our Commitment to Ethical and Responsible Conduct Policy. All subcontractors and suppliers are required to comply with all applicable and national laws.

We expect those businesses to develop and implement internal business procedures to ensure compliance with our policy. We routinely monitor and assess compliance.

Desert Fox Golf	00000
<hr/>	
Name of Supplier	ASI/PPAI #
Scott L Kovesdy	Owner
<hr/>	
Name and Title of Authorized Representative	
<i>Scott L Kovesdy</i>	
<hr/>	
Signature of Authorized Representative	
8/25/2023	
<hr/>	
Date	



### INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made as of this 25 day of August, 2023, by and between The Vernon Company ("Company"), and the entity signing this Indemnification Agreement as "Indemnitor" ("Indemnitor").

IN ORDER TO induce Company to order products, (the "Products") from Indemnitor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor and Company agree as follows:

1.0 Indemnification. Indemnitor hereby agrees to defend Company, its subsidiaries and their respective directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all third party claims, lawsuits and causes of action ("Claims"), and/or to pay for, reimburse, indemnify and hold the Indemnified Parties harmless against, any damages, liabilities, costs, expenses, including reasonable attorney's fees and expenses, penalties and fines, (collectively, the "Damages") assessed, incurred, awarded, or paid in settlement against or by the Indemnified Parties as results of such Claims, all to the extent that such claims arise out of or relate to any allegation (a) that Indemnitor has not complied with or the Products sold to the Company do not comply with, any federal, state or local law, rule, regulation or standard relating to product safety, testing, certification, labeling or warning applicable to the products or (b) of damage caused by any defect in any of the Products as supplied by Indemnitor or (c) that any of the Products infringe any U.S. intellectual property right of a third party, including but not limited to, patents, utility models, registered designs, or copyrights.

2.0 Procedure. As a condition precedent to the indemnification, an Indemnified Party must notify Indemnitor promptly in writing of any notice of any Claim subject to indemnification. Indemnitor shall be entitled to control the defense and negotiations for the settlement and compromise of any claim; provided, however, nothing herein shall be construed to limit or restrict the Company in, or from, complying with any governmental or judicial order, decree or demand. Company shall cooperate with Indemnitor in the defense and settlement of any such claim. If Company is a named party, Company shall have the right and option to participate and be represented in any such action, suit or proceeding by attorneys of its own choosing. Indemnitor shall pay damages as they are assessed, incurred, awarded or paid, not later than thirty (30) days after written request thereof by the Indemnified Party, which request shall be accompanied by vouchers, invoices or similar evidence documenting such Damages. If the Indemnified Party provides notice of a Claim as required herein and is not notified within ten (10) business days thereafter that Indemnitor intends to defend the claim, or if at any time Indemnitor is not defending the Indemnified Party or paying Damages as set forth in this Agreement, the Indemnified Parties shall be entitled to defend such Claim and settle or compromise such Claim subject to the indemnification provided herein.

3.0 Miscellaneous. This Agreement will be interpreted and construed in accordance with the laws of the State of Iowa without regard to conflicts of law principles. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to the subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, and each party hereby continuously objects to any such terms, provisions or conditions. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have executed this Indemnification Agreement as of the date first above written.

**COMPANY**

THE VERNON COMPANY Signed by:

Signature: Alex Vernon  
329CD99D080F430...

Name: Alex Vernon

Title: Strategic Relationship Manager

**INDEMNITOR**

Desert Fox Golf DocuSigned by:

Signature: Scott L Kovesty  
0DE10E525DA64EC...

Name: Scott L Kovesty

Title: Owner



**REQUEST FOR PROOF OF INSURANCE**

The Vernon Company requires its suppliers to maintain a level of general insurance of at least \$1 million. As our supplier, you must include The Vernon Company as an additional insured on your policy and provide a Certificate of General Liability identifying The Vernon Company as an additional insured on the policy as a condition of doing business with us.

Failure to comply with this request is sufficient cause for The Vernon Company to revoke your safety-approved supplier status and/or terminate or suspend our business relationship.

The Certificate of Insurance shall be updated on an annual basis and sent to:

The Vernon Company  
Attn: Shannon Bergman  
604 W 4<sup>th</sup> St N  
Newton, IA 50208

Please confirm your agreement by signing this document and returning it, along with your Certificate of General Liability Insurance, to the address above. By signing and returning this document, you are confirming that your business has general liability insurance that meets or exceeds the minimum requirements.

Desert Fox Golf	00000
<hr/>	
Name of Supplier	ASI/PPAI #
Scott L Kovesdy	Owner
<hr/>	
Name and Title of Authorized Representative	
<i>Scott L Kovesdy</i>	
<hr/>	
Signature of Authorized Representative	
8/25/2023	
<hr/>	
Date	



## GENERAL CONFORMITY CERTIFICATES

Since the 1970's, the US Consumer Product Safety Commission has had in place regulations governing the safety of consumer products. In 2008, those regulations were tightened by the enactment of the Consumer Protection Safety Improvement Act of 2008 (CPSIA). Among those regulations are requirements for Certificates of Conformity that are to be issued by Manufacturers or Importers of children's products, and General Conformity Certificates governing products that are subject to certain regulations enforced by the CPSC.

A list of CPSC regulated products that may be subject to the General Conformity Certificate requirements may be found on their website at <http://www.cpsc.gov/BUSINFO/reg1.html>.

We require that our manufacturers and suppliers keep current, valid General Conformity Certificates, matching the format shown below, on file for all applicable products. We further require that copies of these certificates be provided upon request.

### SAMPLE GENERAL CERTIFICATION OF CONFORMITY CERTIFICATION OF COMPLIANCE

1. Identification of the product covered by this certificate:
2. Citation to each CPSC product safety regulation to which this product is being certified:
3. Identification of the U.S. importer or domestic manufacturer certifying compliance of the product:
4. Contact information for the individual maintaining records of test results:
5. Date and place where this product was manufactured:
6. Date and place where this product was tested for compliance with the regulation(s) cited above:
7. Identification of any third-party laboratory on whose testing the certificate depends:

### INSTRUCTIONS FOR COMPLETING THE GENERAL CERTIFICATION OF CONFORMITY

General Instructions. This sample shows the information that is required for an acceptable certification required by section 14(g) of the Consumer Product Safety Act, 15 U.S.C. § 2063(g).

The required information must be provided in English.

Item 1: Describe the product covered by this certification in enough detail to match the certificate to each product it covers and no others.

Item 2: The certificate must identify separately each rule, ban, standard or regulation under the Acts administered by the Commission that is applicable to the product.

Item 3: Provide the name, full mailing address, and telephone number of the importer or U.S. domestic manufacturer certifying the product.

Item 4: Provide the name, full mailing address, e-mail address and telephone number of the person maintaining test records in support of the certification.

Item 5: Provide the date(s) when the product was manufactured by at least month and year. For the place of manufacture, provide at least the city and country or administrative region of the place where the product was finally manufactured or assembled. If the same manufacturer operates more than one location in the same city, provide the street address of the factory.

Item 6: Give the date of the tests or test report(s) on which certification is being based and the location(s) of the testing.

Item 7: If a third-party laboratory tested the product or conducted a testing program on which the certification is based, give the name, full mailing address and telephone number of the laboratory.

*This form of certificate and instructions are staff interpretations and do not replace or supersede the statutory requirements of the new legislation. They were prepared by CPSC staff, have not been reviewed or approved by, and may not necessarily reflect the views of, the Commission. They may be subject to change, based on Commission action.*



Dear Supplier Partner,

In August 2018, the state of California updated its Proposition 65 regulation, requiring businesses to warn consumers when exposure to a toxic chemical known to the state may cause cancer, birth defects, or other reproductive harm.

Businesses are required to provide a “clear and reasonable warning” via labels on product or product packaging prior to Californians using products that may expose them to one of 900 listed chemicals (the focus is primarily on heavy metals, phthalates, BPA). In addition to warning labels on product or product package, warnings must also be included in catalogs and on websites, informing users of exposure prior to purchase.

This letter is to ensure your company’s awareness of the change in requirements to California’s Prop 65, effective August 30, 2018, and to verify that as a supplier to The Vernon Company, you will be in compliance with Prop 65.

**The Vernon Company requires that products sold to us comply with Prop 65 regulations and labeling requirements. If a warning label is required, the supplier is responsible for providing the warning statement and product labeling required by Prop 65 be visible on the products shipped to our customers, on The Vernon Company’s behalf, regardless of the ship to location.**

As a distributor of your products, we request the following from our supplier partners:

- Provide a list of all products requiring a Prop 65 warning label. A spreadsheet is included, please complete it, and include the following:
  - Product identifiers (SKU#’s) for each product requiring a label
  - For each product, will the label be applied to product or package
  - Which warning label will be used on each product requiring a label
- Ongoing, suppliers have the continued responsibility to provide warnings required by Prop 65 on all products purchased by The Vernon Company now, and in the future, regardless of the ship to location.
- Ongoing, communicate any new products and changes to existing products that fall under Prop 65.
- All communications should be sent to [vickip@vernoncompany.com](mailto:vickip@vernoncompany.com)

Our compliance with these new requirements is not optional – for you or us. If your products create an exposure to one or more of the listed chemicals under Prop 65 you are responsible for providing the necessary Prop 65 warnings on the product/packaging, and informing The Vernon Company which products will include the warning label. It is our responsibility to include the warning label on websites and in catalogs.

Actions for violating Prop 65 may be brought against a manufacturer, importer, supplier, distributor or retailer by government officials or by private individuals. The penalty for a violation can be up to \$2,500 per day, per violation.



### Required Warning Labels

As of August 30, 2018, the regulations require that the warning language specifically identifies at least one of the chemicals creating an exposure risk; or the disclosure that harm might occur. The warning must also be provided for products sold on the Internet or through catalogs.

Examples of warning labels:



#### Long form specifying cancer risk

**WARNING:** This product can expose you to chemicals including [name of one or more chemicals], which is [are] known to the State of California to cause cancer. For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



#### Long form specifying the potential of birth defects or other reproductive harm

**WARNING:** This product can expose you to chemicals including [name of one or more chemicals], which is [are] known to the State of California to cause birth defects or other reproductive harm. For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



#### Short form specifying cancer risk

**WARNING:** Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



#### Short form specifying the potential of reproductive harm

**WARNING:** Reproductive harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

### For more information on Prop 65

To learn more about Prop 65 and the warning requirements, please reference the below:

- What is Proposition 65: <https://www.p65warnings.ca.gov>
- New Proposition 65 Warnings: <https://www.p65warnings.ca.gov/new-proposition-65-warnings>
- Product Responsibility Best Practices: <https://www.ppai.org/media/1814/pr-bp-proposition-65.pdf>
- PPAI Supplier's Guide to Prop 65: [https://www.ppai.org/media/3273/pr-guide\\_prop-65\\_supplier.pdf](https://www.ppai.org/media/3273/pr-guide_prop-65_supplier.pdf)

Thank you for your cooperation. If you have any questions, please reach out to our compliance team at [shannonb@vernoncompany.com](mailto:shannonb@vernoncompany.com)

Sincerely,

Shannon Bergman  
Director of Sales Operations  
The Vernon Company

**Certificate Of Completion**

Envelope Id: 2E81BFEF0A8F4995832B1DD7C0A0CC24	Status: Completed
Subject: Please DocuSign: Vernon Compliance Packet	
Recipient's Name: Scott Kovesdy   Desert Fox Golf	
Source Envelope:	
Document Pages: 8	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Alex Vernon
Time Zone: (UTC-06:00) Central Time (US & Canada)	604 W 4th St N
	Newton, IA 50208
	alexv@vernoncompany.com
	IP Address: 208.69.147.111

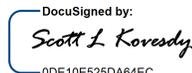
**Record Tracking**

Status: Original	Holder: Alex Vernon	Location: DocuSign
8/24/2023 11:33:08 AM	alexv@vernoncompany.com	

**Signer Events**

Scott L Kovesdy  
 scott@desertfoxgolf.com  
 Owner  
 Desert Fox Golf  
 Security Level: Email, Account Authentication (None)

**Signature**

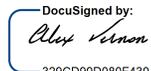
DocuSigned by:  
  
 0DE10E525DA64EC...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 98.253.9.74

**Timestamp**

Sent: 8/24/2023 11:34:02 AM  
 Resent: 8/24/2023 1:38:43 PM  
 Viewed: 8/25/2023 3:49:19 PM  
 Signed: 8/25/2023 3:57:35 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/25/2023 3:49:19 PM  
 ID: a8f34f6a-c48e-4566-a475-96c31d746444

Alex Vernon  
 alexv@vernoncompany.com  
 Strategic Relationship Manager  
 The Vernon Company  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 329CD99D080F430...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 98.195.238.157

Sent: 8/25/2023 3:57:36 PM  
 Viewed: 8/28/2023 11:34:48 AM  
 Signed: 8/28/2023 11:34:56 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/24/2023 11:34:03 AM
Envelope Updated	Security Checked	8/24/2023 1:38:42 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Updated	Security Checked	8/24/2023 1:38:42 PM
Envelope Updated	Security Checked	8/24/2023 1:38:42 PM
Certified Delivered	Security Checked	8/28/2023 11:34:48 AM
Signing Complete	Security Checked	8/28/2023 11:34:56 AM
Completed	Security Checked	8/28/2023 11:34:56 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, The Vernon Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact The Vernon Company:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [rocksolid@vernoncompany.com](mailto:rocksolid@vernoncompany.com)

### **To advise The Vernon Company of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [rocksolid@vernoncompany.com](mailto:rocksolid@vernoncompany.com) and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from The Vernon Company**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [rocksolid@vernoncompany.com](mailto:rocksolid@vernoncompany.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

### **To withdraw your consent with The Vernon Company**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [rocksolid@vernoncompany.com](mailto:rocksolid@vernoncompany.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. . Transactions may take longer to process if consent to receive electronic records is withdrawn..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Vernon Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Vernon Company during the course of your relationship with The Vernon Company.