



820 Jorie Blvd. Suite 420  
Oak Brook, IL 60523  
630.368.5600 Telephone  
630.368.5699 Fax

www.mtrustcompany.com

# SIMPLE IRA CUSTODIAL AGREEMENT

Name of Participant:

Date of Birth:

Social Security No.:

Address:

City:

State:

Zip:

The participant named above is establishing a savings incentive match plan account for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408 (p) to provide for his or her retirement and for the support of his or her beneficiaries after death. This SIMPLE Individual Retirement Account Agreement (hereinafter called the "Agreement") is made between Millennium Trust Company, LLC, an Illinois Limited Liability Company (hereinafter called the "Custodian") and each participant (hereinafter called the "Participant") who executes an Adoption Agreement, incorporating the terms of this Agreement, for the purpose of establishing a SIMPLE Individual Retirement Custodial Account (hereinafter called the "custodial account") under section 408(p). The Custodian has given the Participant the disclosure statement required by Regulations section 1.408-6.

The Participant and Custodian make the following agreement:

## Article I

The Custodian will accept cash contributions made on behalf of the Participant by the Participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the Participant. No other contributions will be accepted by the Custodian.

## Article II

The Participant's interest in the balance in the custodial account is non-forfeitable.

## Article III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5))

2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

## Article IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.

2. The Participant's entire interest in the custodial account must be, or begin to be, distributed not later than the Participant's required beginning date, April 1 following the calendar year in which the Participant reaches age 70 1/2. By that date, the

Participant may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in:

- (a) A single sum or
- (b) Payments over a period not longer than the life of the Participant or the joint lives of the Participant and his or her designated beneficiary.

3. If the Participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

- (a) If the Participant dies on or after the required beginning date and:

- (i) the designated beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

- (ii) the designated beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

- (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by 1 for each subsequent year.



(b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

(i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70 1/2. But, in such case, if the Participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

(ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.

4. If the Participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the Participant's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the Participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Participant reaches age 70 1/2, is the Participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70 1/2, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the Participant reaches age 70 1/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

## Article V

1. The Participant agrees to provide the Custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Participant the reports prescribed by the IRS.

3. The Custodian also agrees to provide the Participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

## Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) and the related regulations will be invalid.

## Article VII

This Agreement will be amended from time to time to comply with the provisions of the Code and related regulations. As permitted under the appropriate IRS model form, Millennium Trust Company, LLC has added additional provisions to the Agreement.

Without prior notice to or consent of the Account Owner or Account Owner's beneficiaries, the Custodian may amend this Agreement from time to time in order to comply with the provisions of the Internal Revenue Code. Notice of such amendment shall be sent to the Account Owner within thirty (30) days after such amendment is to be effective.

The Custodian may also amend this Agreement for any reason other than to comply with the Internal Revenue Code without the consent of the Account Owner or the Account Owner's beneficiaries; provided notice of such amendments shall be sent to the Account Owner thirty (30) days before the date such amendment is to be effective. Pronouns herein shall refer to both male and female Account Owners.

## Article VIII – General Powers and Duties of the Custodian and Limits Thereon

1. The Custodian, is hereby authorized and empowered:

(a) To hold funds received from time to time from the Participant employer or other sources on behalf of the Participant which shall, when aggregated with any interest earned thereon, be collectively referred to as the Custodial Account. The Custodian shall be empowered to hold any and all universal trust or custodial funds or cash received from the Participant's employer, or other sources during its administration of this custodial account in any one or more Accounts, with any banking or savings institution, subject to all rules and regulations of the institution and applicable law governing the administration of Accounts or in any one or more money market funds, subject to all rules and regulations of said money market funds and applicable law governing the administration of money market funds, for the benefit of the Participant, until such time as the Participant or his duly authorized agent, shall direct the Custodian to invest such sums in other investment vehicles as authorized hereunder. Custodian may be receiving a 12b-1 and/or shareholder-servicing fee from various mutual fund, money market and bank deposit investments held in the account in return for providing certain recordkeeping services to the providers of these investments. The amount of this fee will be as permitted by law and regulation.

(b) To invest and reinvest the custodial funds at the direction of the Participant or his authorized agent in any form of property, including, but not by way of limitation, the following described investments: stocks, bonds, limited partnership interests, limited liability companies, money market funds, mutual funds, certificates of deposit, options, futures contracts, annuities, treasury securities, tax lien certificates, mortgages, promissory notes and such other investments as may be consistent with the terms of this Agreement, other related documents executed hereto, and applicable federal laws and regulations. The Custodian reserves the right to refuse an investment for any reason found to be appropriate within the Custodian's discretion. Participant recognizes and agrees that early distributions or certain investment directions may result in penalties, loss of equity or other consequences adverse to the custodial assets, and the Custodian is relieved from responsibility therefore.

(c) To collect any income generated from the property and add such sums to the custodial account; to make payments, disbursements or distributions from the fund as directed by the Participant or his authorized agent, or as provided under the provisions of this Agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the custodial account in such manner and upon such terms as the Custodian shall deem proper, and in conformity with the terms of this Agreement and federal regulations of Individual Retirement Accounts.

2. The Participant shall vote on any investments or any matters pertaining to the custodial account. The Participant may direct the Custodian to vote on his behalf. The Participant agrees that the Custodian may, but shall not be required (unless required under applicable law), to inform the Participant by forwarding materials or otherwise communicating with the Participant as to any questions, decisions or other matters for which a vote may be requested, necessary or helpful, and Custodian shall thereafter have no responsibility whatsoever with respect thereto.

Participant acknowledges and agrees that unless required by applicable law, Custodian is not responsible for communicating, forwarding or notifying any party, including the Participant, with respect to any communication or matter which comes to the attention of or is received by the Custodian with respect to custodial account investments, and that Participant is responsible for making separate arrangements for receiving such communications.

3. The Custodian shall be responsible only for such funds received by it hereunder. The Custodian shall act only with the consent and approval of the Participant in the investment, management, disbursement and disposition of the custodial assets for the purposes, and in accordance with the provisions of the Agreement. The Participant or his duly authorized agent shall direct the Custodian as to investment and reinvestment of the custodial account. Custodian shall have no duty or obligation to inquire into or investigate the suitability or propriety of any direction of the Participant or his authorized agent. The terms of this Agreement shall be binding upon the Custodian and Participant.

4. The Custodian shall have no duty to review the assets held in custodial account in respect to their safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of initial and subsequent purchases directed by the Participant or his authorized agent. The Custodian shall not be held liable or otherwise accountable for

losses incurred by reason of investment selections in accordance with Participant's or his authorized agent's directions or the action of any broker.

5. The Custodian shall have no responsibility for determining whether a SIMPLE IRA account is subject to excise taxes. It is the Participant's responsibility to determine if excise tax is due and pay such excise tax.

The Custodian shall have no responsibility for determining whether an investment made in the SIMPLE IRA account earned income that is deemed to be unrelated business income tax which is subject to federal income tax. It is the Participant's responsibility to file Form 990-T when such unrelated business income is earned. However, the Participant may submit this information to the Custodian for filing. If the Custodian submits this information to the Custodian for filing, the Participant agrees that the Custodian is under no obligation or duty to verify the accuracy of this information. The Participant may also direct to have the Custodian directly receive this information. In such circumstances, the Custodian is under no obligation or duty to verify the accuracy of the information received. In the event that the Participant fails to file Form 990-T, the Participant agrees to indemnify the Custodian for any liability incurred due to failure to file.

6. The Participant hereby grants the Custodian explicit permission to deposit or arrange for deposit any securities purchased or received by the Custodian for the benefit of the Participant with the brokerage house or other custodian of the Custodian's choice or as directed by the Participant in a separate account for the SIMPLE IRA, or a 'nominee' account, or in an account as SIMPLE IRA custodian for various SIMPLE IRAs. Said account will be in the name of the Custodian for the benefit of the Participant or for multiple Participants. Participant shall retain the right, should he or she so desire, to specify a specific brokerage house to use for said deposit of his or her particular securities. The Custodian is not liable for the actions of any broker and does not provide any recommendation or endorse any particular broker.

Where the Participant and the Custodian have agreed that the Participant may give investment instruction for execution directly to a broker, any issues which arise with the broker shall be handles directly by the Participant.

7. The Custodian may respond to any subpoena without prior notice to the Participant.

8. Agreeing to the custody of a specific asset does not constitute marketing, distributing or raising capital for that asset and the Custodian is not in any way endorsing the asset.

9. When the Custodian is directed to invest in assets which are not publicly traded, the Custodian shall not have any responsibility or liability if the entity or the broker/agent involved does not provide the Custodian a receipt or confirmation for/of such investment.

10. The Participant acknowledges that the owner of any investment held in the Participant's SIMPLE IRA is the Millennium Trust Company, LLC as Custodian of the SIMPLE IRA and not the Participant individually. Therefore the Participant agrees not to invest any funds into or receive or withdraw any funds from any investment held in the custodial account other than through the Custodian and Custodian is authorized to take any action necessary to ensure that any investment directed to be purchased by the Participant, or the Participant's authorized agent, is correctly documented as being purchased in and owned by the Participant's SIMPLE IRA.

11. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. The Participant's tax identification number or the tax identification number of the beneficiary must be provided to the Custodian before the Custodian is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties.

12. The Participant agrees that the Custodian has no duty to report to Participant any information on any asset held in the custodial account which the Custodian may have learned in connection with another account or customer or from any source other than in the operation of the Participant's custodial account.

#### **Article IX – Investment of the Account – No Custodian Responsibility**

1. Subject to Section 2 below and Article X of this Agreement, the Participant has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his custodial account. The Participant accepts full and sole responsibility for the success or failure of any selection made. It is the Participant's responsibility to understand the nature of the investments, the principals and risks involved with the investments Participant has chosen. The Custodian has no responsibilities for the selection, continuation or sale of any assets. The Custodian is under no duty to disclose any risks associated with any investment.

2. By notifying the Custodian on a form acceptable to the Custodian, the Participant may delegate the investment responsibility for all of his custodial account to an authorized agent. The Custodian shall assume that the appointed agent is at all times qualified to act in that capacity. The Custodian shall further assume the agent possesses the authority to direct the investment and/or manage the trading of the custodial account until such time as (a) the Participant notifies the Custodian in writing that he has appointed another agent or that the Participant has assumed responsibility for directing investment of the custodial account, or (b) the Custodian is officially notified of the death of the Participant.

3. The Custodian shall not be liable for the acts or omissions of the Participant or his agent. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the Participant or his authorized agent directs the Custodian to make. The Custodian will not act as an investment advisor to the Participant and shall not have any duty to question the Participant's or his authorized agent's directions regarding the purchase, retention or sale of any asset. Millennium Trust Company, LLC does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by the former Custodian of any Plan which has transferred all or any portion of its assets to Millennium Trust Company, LLC.

4. The Custodian shall not be responsible for the investment of assets or their performance after the Participant's death as the Custodian shall not assume any duties or responsibilities after the Participant's death in addition to the duties and responsibilities specifically provided for and assigned to the Custodian in this Agreement.

5. The Custodian shall not be responsible to investigate any investment or any principles involved with any investment.

6. In connection with certain investments Participant may execute certain ancillary documents. If Participant has agreed

to provide services or has appointed an agent to provide services pursuant to such ancillary documents, the Custodian shall not have any responsibility for the performance or nonperformance of those services.

7. Reference to the applicable law and IRS rules and regulations is based on the date this Agreement or the respective ancillary document is delivered to Participant. The applicable law and IRS rules and regulations may change from time to time. It is the Participant's responsibility to consult with an attorney or tax advisor prior to making any decisions or executing any documents. The Custodian does not offer any tax or legal advice.

8. The Custodian may be receiving fees from all the various mutual fund investments or from the bank money market demand account held in the SIMPLE IRA in return for providing certain shareholder or recordkeeping services. The amount of these fees is permitted by applicable law or regulation, if any. Specifically, the Custodian either receives a fee from the money market mutual fund in which otherwise un-invested funds are held in certain SIMPLE IRA accounts and charges other SIMPLE IRA accounts a fee for such otherwise un-invested funds invested in the bank money market demand account, based on the average assets invested. See the Disclosure Statement which accompanies this Agreement for further details. These fees (along with any investment and other operating expenses of the money market mutual fund) are deducted directly from the interest earnings and the net amount is paid to your account monthly. Accounts that close during a month will not be credited with interest earned for that month and any interest will be taken as part of the final closing fee by the Custodian.

#### **Article X—Cash Investment Program, Mutual Fund Fees**

1. The Custodian has a cash management account program for investment of idle cash using FDIC (Federal Deposit Insurance Corporation) insured bank interest bearing demand accounts (Bank Accounts) and the Federated Government Obligations Fund (Fund) – Trust Shares, a money market mutual fund. In the event that funds are received by the Custodian for which there is no investment direction from you, Custodian shall invest such cash as described below.

2. The Custodian uses Bank Accounts at four unaffiliated banks to hold cash for your IRA, in order to avail your IRA of a maximum of \$1,000,000 of FDIC Insurance (IRA funds held in any one bank are entitled to a maximum of \$250,000 in FDIC insurance). The first \$250,000 of otherwise uninvested funds in your IRA will be held in one bank. The next \$250,000 will be held in a second bank. The next \$250,000, will be held in a third bank. The final \$250,000 will be held at a fourth bank. Cash exceeding \$1,000,000 at any time in your IRA, will be invested in the Fund. As the cash balances in your IRA grow additional funds over \$250,000 will automatically be placed with the second bank and funds over \$500,000 with the third bank. Cash balances from \$750,000 to \$1,000,000 will be held in the fourth bank. When distributions are taken or investments purchased, the process will be reversed, funds will be taken first from the Fund, if any, and then from the banks in the reverse order, first from the fourth bank, then the third, the second and finally from the first bank. The operation of placing and removing funds to or from the banks and the Fund is automatic without any instructions from you.

3. The interest rate paid on each Bank Account is set by each bank independently based on short-term interest rates and competitive market conditions, and the rates will vary over time, and the interest rates offered by each bank can and will differ

from that of the other banks. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. This type of multiple bank program with its increased FDIC insurance protection could not be offered efficiently if it were subject to change with every fluctuation of interest rates paid by or between the banks. However, the Custodian will provide on-going administration of this program and reserves the right, in its sole discretion to (a) change the order in which funds are placed with, and taken from, the banks, (b) replace one or more of these banks with a different bank, or the Fund with another money market mutual fund, and (c) change the number of banks in the program and the amount of FDIC insurance available.

4. Information on FDIC insurance coverage is available at [www.fdic.com](http://www.fdic.com). Note that if your IRA (not you individually) has CDs or other bank accounts at one or more of the banks used by your Account in the program, those accounts will reduce the amount of FDIC insurance available at such bank or banks to your IRA at Millennium.

5. With each Bank Account, the Custodian charges the Account a monthly fee at an annualized rate of up to 4.00% on the average assets invested in the Bank Account. This fee will be charged regardless of which Bank Accounts are being used by your IRA. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. However, the Custodian has the right, but not an obligation, to reduce (rebate) a portion of this fee to your Account as to the balances in a specific bank's Bank Account. The fee for servicing and administering the Bank Accounts can change from time to time without notice but cannot exceed the annualized rate of 4.00% without prior notice to you. This fee is deducted directly from the interest paid on each Bank Account and the net amount is paid to your IRA monthly.

6. A list of the banks being used in the program will be posted at Millennium Trust's website at [www.mtrustcompany.com](http://www.mtrustcompany.com) and links to the banks' websites will be provided so you may obtain information on each bank. You can also obtain the current banks used in your Account by calling or e-mailing a Millennium Trust Client Service Representative or by accessing your Account using Millennium Trust Online. You can obtain the current order of banks in the program, current interest rates and servicing fee information by calling or e-mailing a Millennium Trust Client Service Representative.

7. Trust Shares of the Fund are not FDIC insured, are not guaranteed by the Federal Government or any government agency, and do not have a bank guarantee. Although like other money market mutual funds it seeks to maintain a stable \$1 unit value, the Trust Shares may lose value. Read the Fund's prospectus, available from the Custodian, carefully if your Account will have cash invested in the Fund. You will receive notice if the Fund is removed from or a new mutual fund is added to the program.

8. The Custodian will be receiving fees from various mutual funds, including the Fund, in return for providing certain shareholder or recordkeeping services. The amount of these fees from the mutual funds is as permitted by law or regulation and the fund's prospectus and may change over time. Custodian receives from the Fund a set fee currently at an annualized rate of 0.50% on the average assets invested in the Fund. These fees along with the investment management and other operating expenses of the mutual fund are deducted by the fund directly from each fund's earnings and the net amount is paid to your IRA monthly.

9. With either the Bank Accounts or the Fund, Accounts that close during a month will not be credited with interest earned for that month and any interest will be taken as part of the final closing fee by the Custodian.

#### **Article XI – Prohibited Transactions**

If you make transactions that are prohibited by law, such as the Participant borrowing money from the SIMPLE IRA, the SIMPLE IRA account will lose some or all of its tax advantages, there could be immediate tax consequences and possibly penalties. In this instance, the entire amount borrowed will be treated as having been paid to you all at once and will be subject to income tax and penalties. As another example, if you pledge all or any part of your SIMPLE IRA as security for a loan, the amount you pledge will be treated as having been distributed to you. You will also have to pay a 10% penalty tax, unless you are 59 ½ or older or permanently disabled at the time the prohibited transaction occurs and the transaction itself may be subject to excise tax which are paid by the Participant.

It is the responsibility of the Participant and not the Custodian to determine whether a transaction constitutes a prohibited transaction. Custodian reserves the right to request certification from the Participant that the direction provided by the Participant does not create a prohibited transaction. If such certification is not forthcoming, Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification does not represent that the Custodian has reviewed the transaction in question.

#### **Article XII – Other Administrative Powers and Duties of the Custodian**

1. The Custodian is not required to, but in its sole discretion may exercise the full power and authority to settle, compound or abandon all claims and demands in favor of or against the custodial account, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the custodial account if indemnified to its satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any funds subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.

2. The Custodian may make any payment or distribution required or authorized hereunder by mailing its check or other property to or by ACH or Fed wire or other electronic transfer to the payee at the address last furnished to the Custodian. The Custodian shall not be liable for any payment made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.

3. The Custodian may consult with and employ other agents or legal counsel, who may, but need not be counsel for the Custodian individually, and the Custodian shall be fully protected from liability in actions taken or omitted, in good faith, upon the advice of such counsel.

4. The Custodian may perform any and all other acts which in its judgment may be necessary or appropriate for the proper and administration of the custodial assets. In the performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as it feels appropriate without notice to the Participant.

5. The Custodian may pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the custodial account out of the assets of the custodial account. Before payment of any benefit, the Custodian may require releases or other related documentation from the taxing authority and require indemnification from such payee as may be necessary for the Custodian's protection against tax liability.

After the death of the Participant, the Custodian reserves the right to request such documentation and certification as it deems appropriate within its discretion to verify and establish the identity of the beneficiary or the estate, if the assets are to be distributed to the Participant's estate. Prior to a distribution of assets to a beneficiary or the estate of the Participant, Custodian reserves the right to request from the beneficiary or the estate of the Participant, indemnification and discharge from any liability.

6. Anything in this Agreement to the contrary notwithstanding, the Custodian may choose to request direction from the Participant as to any specific action or situation that arises with the custodial account, and if a request for direction is made, the Custodian shall incur no liability for following the Participant's direction or for taking no action and if no such direction is furnished to the Custodian. The Custodian shall have the right, at the expense of the custodial account, to seek a direction or approval of its accounts from a court of competent jurisdiction whenever the Custodian shall in its sole discretion deem it appropriate.

#### **Article XIII – Designation of Beneficiaries and Mode of Distribution**

The Participant can designate future beneficiaries.

(a) At any time and from time to time the Participant shall have the right to designate one or more beneficiaries to whom distribution of the balance of the custodial account shall be made in the event of the Participant's death prior to the complete distribution of the custodial account. Any such beneficiary designation shall be deemed legally valid only when submitted fully completed, duly executed, and on a form provided or approved by the Custodian. Subject to the foregoing sentence, any such beneficiary designation shall be effective upon receipt by the Custodian. Any such beneficiary designation may be revoked at any time, and shall be automatically revoked upon receipt by the Custodian of a subsequent beneficiary designation in valid form bearing a later execution date.

A beneficiary designation form shall not become revoked in its entirety upon receipt by the Custodian of a subsequent beneficiary designation form if the subsequent beneficiary designation form clearly provides that the Participant is adding to or changing a portion of the then current beneficiary designation form, but such addition or change shall modify the prior beneficiary designation to the extent provided.

The Custodian reserves the right to reject, or not to accept, beneficiary designations other than beneficiary designations to named individuals or specific entities.

(b) If no beneficiary should survive the Participant, or all beneficiaries renounce their rights to receive any benefit from the custodial account, or in the absence of a valid beneficiary designation on file with the Custodian at the time of death, the Custodian shall, upon receipt of notice of the death supported by a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of

the Participant's custodial account to the beneficiary or beneficiaries in the following order of preference:

- (i) To the Participant's spouse; but if no such spouse shall survive the Participant, then to
- (ii) The natural and adoptive children of the Participant in equal shares per capita; but if there shall be no such child or children who survives the Participant then living to
- (iii) The personal representative of the Participant's estate;

provided, however, that the Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning the possible existence of any beneficiary not reported to the Custodian within a reasonable period after the notification of the Participant's death (or that of the Participant's designated beneficiary) and previous to the distribution of the account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Participant (or the Participant's designated beneficiary) the Custodian shall have no higher duty than the exercises of good faith, and shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the custodial account pursuant to the provisions of this Section, the Custodian shall be fully and forever discharged from all liabilities respecting such custodial account.

#### **Article XIV – Distributions**

Subject to Article XII, distributions from the custodial account shall be made only upon the request of the Participant (or the Participant's beneficiary in the event of the Participant's death), provided however, that the Custodian is empowered to make a distribution absent such instruction if directed to do so pursuant to a court order, or an IRS levy or other valid and enforceable levy, and the Custodian shall in such event incur no liability for acting in accordance with such court order or levy.

#### **Article XV – Records, Reports, and Valuation of Custodial Accounts**

1. The Custodian shall furnish or cause to be furnished to the Participant a statement concerning the status of the Account. This custodial account statement shall be provided at least annually to the Participant. The Participant can choose to have such statements mailed to him or the Participant can access and retrieve the statements through the internet. The records of the custodial account shall be opened to inspection by the Participant during the Custodian's regular business hours.

2. The Custodian may grant the Participant online access to the Account through the Custodian's website. The website can be made available for view access only or to allow the Participant to place trades as well as execute certain other Account related services online. Custodian does not guarantee the performance or privacy of the online system or the internet. Website access may be unavailable at times such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance

is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond Custodian's control. Custodian is in no way and under no circumstances liable for the unavailability of access to the website, data entry errors and other errors made by the Participant, or for any loss for any reason associated with website or online access or use by the Participant.

The Participant shall have a password which will allow the Participant to access to the Account online. It shall be the Participant's responsibility to keep the password private. The Participant shall be responsible for all actions taken by any person using the Participant's password whether or not such use was authorized by the Participant.

3. The Custodian agrees to submit reports to the Internal Revenue Service and the Participant at such time and in such manner and containing such information as is prescribed by the Internal Revenue Service.

4. Participant shall have forty-five (45) days after either (a) the date of mailing of a paper custodial account statement or (b) the posting of a custodial account statement online at the Custodian's website to file any written objections or exceptions with Custodian. The failure to file any objections or exceptions within said forty-five (45) day period shall signify Participant's approval of the statement and preclude Participant from making future objections or exceptions regarding the statement. Such approval by Participant shall be full acquittance and discharge of Custodian regarding the transactions and information on such statement.

5. It is a requirement that the Participant receive a statement of the fair market value ("FMV") of the Account as of December 31 of each year. This FMV must be provided by the following January 31. This FMV shall be furnished to the Participant in the Custodian's regular fourth quarter Account statement. The Custodian (in its discretion) may furnish the Participant with other Account statements periodically during the year.

For securities that have publicly available quoted prices, the Custodian will use such quoted prices to value those securities. Although such prices are obtained from quotation services and other sources the Custodian believes to be reliable, the Custodian cannot guarantee their accuracy. Where a brokerage account (including an account that is used to trade in futures) is held as an asset of the Account at a broker, the Custodian's reported FMV shall reflect only the total value of the brokerage account as reported by the brokerage firm to the Custodian for that Account.

The valuation for investments that are not publicly traded, many of which are also generally considered illiquid and may include, without limitation, real estate, promissory notes, mortgages, precious metals, life settlement contracts, and entities such as limited liability companies, limited partnerships, hedge funds, and other entities or assets so designated by the Custodian (collectively, "Alternative Assets"), including the December 31 FMV, must be provided to the Custodian on a timely basis by the Participant or another party chosen by the Participant for this purpose ("Valuation Agent") and identified as such in a written document delivered to the Custodian. It is the Participant's responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The Custodian shall have no responsibility for acting on a FMV reported by the Participant or Valuation Agent or for the accuracy of a required minimum distribution calculated based upon the December 31 FMV of an Alternative Asset. The December 31 FMV must be

received by the Custodian no later than the following January 15th. For Alternative Assets such as limited liability companies, limited partnerships, hedge funds, and other similar entities, the Participant directs the Custodian to obtain the FMV of the Participant's Alternative Assets from the investment entity itself and hereby appoints each such entity as the Valuation Agent for the Account's investment in the entity itself. Each Valuation Agent shall be required to sign such documents as the Custodian shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such December 31 FMV to the Custodian by the following January 15. Failure of the Participant or Valuation Agent to provide a timely valuation shall be the sole responsibility of the Valuation Agent or the Participant, as the case may be, and the Custodian shall not be required to take any further steps to secure an updated FMV for the Account.

Unless the Participant shall direct the Custodian otherwise in writing, (a) a promissory note, or similar debt instrument, shall be valued by the Custodian at its face value (principal amount due) less principal payments received by the Custodian (b) an investment which represents an interest in future insurance proceeds shall be valued at its purchase price.

The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by the Participant or a Valuation Agent. If the Participant or any Valuation Agent shall furnish valuations in addition to the required December 31 FMV, the Custodian shall reflect the latest valuation received on an asset in the custodial account's statements on a timely basis, but the Custodian shall have no duty to inform the Participant or to follow up with any Valuation Agent with respect to the status of any such additional valuations. Where the Participant has been granted online access to the Account, the Custodian is not required to show online the most current value reported to it for brokerage accounts, including those used to trade in futures, and Alternative Assets,

The Custodian shall have no duty or responsibility to solicit any valuation, including the December 31 FMV, from either the Participant or the Valuation Agent. If the Custodian does not receive a December 31 FMV by the following January 15, for an Alternative Asset, the Custodian shall be entitled to use as that December's 31 FMV the last FMV provided to the Custodian, or if none, the original purchase price, for the Alternative Asset in question (such last FMV or original purchase price, as the case may be, shall hereinafter be referred to as the "Last Value").

At any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months, the Custodian may, but shall not be required to (a) distribute such Alternative Asset at its Last Value to the Participant and the Custodian shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution to the Participant or (b) if such December 31 FMV is required to calculate the amount of a required minimum distribution (in accordance with Code Section 401(a)(9) for the Participant; or if a FMV is required due to a court order or similar circumstance, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid by the Participant or from the Account. In addition, the Custodian may, in its sole discretion and upon notification to the Participant, distribute the entire Account in satisfaction of the requirements of Section 401(a)(9), with any Alternative Assets valued at the Last Value supplied to the Custodian,

either (a) at any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months; (b) a December 31 FMV needed for the calculation of a required minimum distribution has not been supplied to the Custodian; or (c) if the Custodian knows or has reason to believe that the FMV of the Account (as required to complete any required minimum distribution) is or reasonably appears to be unreliable or inaccurate. If it is necessary to value an Alternative Asset due to the death of the Participant, and a FMV is not supplied to the Custodian in a timely manner by the Participant's estate, its beneficiaries or the Valuation Agent, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid from the Account.

The Participant hereby directs and confirms to the Custodian that when a FMV of an Alternative Asset is reported to the Custodian by the Participant or a Valuation Agent, or where the Participant does not provide, or have a Valuation Agent, provide an updated valuation and the provisions herein provide for the use of the Last Value, the Custodian may rely on such valuation or Last Value as an accurate FMV of the Alternative Asset in question.

Due to the nature of Alternative Assets and the manner in which their valuation is reported to the Custodian, the Custodian cannot be responsible for their accuracy and such valuations are often not as of the date of the custodial account statement. Valuations for Alternative Assets from any source should not be solely relied upon by the Participant for making investment or sales decisions; the Participant should consider whether to take alternative steps to substantiate the then current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

The Participant shall indemnify and hold the Custodian harmless for any loss, damage, tax or other consequences to the Participant or the Account arising from or relating to the valuation of an Alternative Asset including the Custodian's accepting, reporting and acting upon any FMV supplied by the Participant, or Valuation Agent, or for using the Last Value as provided in this Agreement.

6. The Account Owner acknowledges that where the Account Owner directs the Custodian to open a brokerage account, the assets in such brokerage account will be held by the broker selected by the Account Owner and purchases, sales, and the valuation of such assets shall be the responsibility of the broker not the Custodian. The Account Owner further acknowledges that where the Account Owner has directed a purchase of or investment in an Alternative Asset, funds for such purchase/investment are sent from the Account and delivered to the seller, issuer or investment sponsor of the Alternative Asset. Where the Alternative Asset is an entity, Custodian does not have custody of that entity's assets or investments. Where the Account Owner directs a sale or liquidation of an Alternative Asset, Account Owner recognizes that the timing and amount of funds actually realized depends upon the performance of the Alternative Asset and the actions of the issuer or investment sponsor in responding to the sale or liquidation request.

7. The Custodian from time to time may receive various reports such as statements (including an annual December 31 valuation), annual reports, audited financial statements, amendments to Offering Memorandum, prospectuses or similar documents, IRS form K-1s and the like from Alternative Assets (collectively, "Asset Reports"). Except where directed otherwise in writing by the Account Owner, the Custodian shall forward all Asset Reports to the Account Owner within a reasonable time

after receipt. The Account Owner agrees that it is the responsibility of the Account Owner (i) to know what Asset Reports are due when from each Alternative Asset in the Account and (ii) to follow-up with the Alternative Asset whenever an Asset Report is not provided in a timely manner to the Account Owner directly or through the Custodian. The Account Owner acknowledges that the Custodian has no duty to (i) request Asset Reports, (ii) notify the Account Owner when Asset Reports are not received by the Custodian, or (iii) to review any Asset Report for accuracy or content.

#### **Article XV – Spendthrift Provisions, Participant May Not Pledge Assets**

Neither the Participant nor any beneficiary shall have any right to pledge, assign, anticipate, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the custodial account. No interest in the custodial account shall be liable in any manner for the debts, defaults, obligations or liabilities of the Participant, the Participant's beneficiaries, spouse, or heirs-at-law. Each distribution, transfer or payment of any part of the custodial account by the Custodian shall be made to the person entitled thereto (or in the event of such person's legal disability, then to his legal representative) and only to them and upon their personal receipts or endorsements, free of anticipation or alienation, voluntary or involuntary. The assets in the account shall not be subject to or responsible for the debts, contracts or torts of any person whether or not entitled to distributions under this Agreement.

#### **Article XVII – No Duty for Contributions etc, Hold Harmless and Indemnification, Arbitration**

The Custodian shall not be responsible in any way for determining the permissible amount of contributions; the collection of contributions to the IRA under this Agreement; the selection, retention or disposition of the investments of the custodial account; the amount, character, timing, purpose, propriety of any withdrawal, or any other action or non-action taken at the Participant's or his authorized representative's request.

The Participant, his authorized representatives, or designated beneficiaries shall at all times fully indemnify and hold harmless the Custodian, Millennium Trust Company LLC, their affiliates, successors and assigns, from any liability arising from withdrawals so made or actions so taken, and from any and all other liability, damages, costs including legal costs, taxes and penalties on the custodial account, losses and expenses (collectively, "Damages") whatsoever which may arise in connection with the Agreement, except Damages arising from the gross negligence or willful misconduct of the Custodian. The Custodian shall not be responsible for any taxes, penalties, judgments and expenses incurred by the Account.

The Custodian shall be under no duty to take any action other than as herein specified with respect to the custodial account unless the Participant or the Participant's authorized agent shall furnish the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If the instructions, in the opinion of the Custodian, are unclear, or are not given in accordance with this Agreement, the Custodian shall not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions.

Except as provided below, disputes between the parties to this Agreement shall first be submitted to private binding arbitration

at the demand of either party. In any arbitration, each party shall appoint one person who is not in its employ or under contract with it to serve as arbitrator, and the two arbitrators shall name a third arbitrator. Except as otherwise agreed by the parties, the Arbitration Rules of the American Arbitration Association shall apply to the arbitration proceeding. The parties agree that, except below, no court action shall be taken by either party prior to arbitration, and the majority decision of the arbitration panel shall be binding on both parties and in any subsequent action in court.

Notwithstanding the above, the Custodian shall have the right to bring suit against Participant or the custodial account in a court of competent jurisdiction for the recovery of any sums owed Custodian under this agreement, including, but not limited to, fees, costs, expenses and sums paid by Custodian in error to or for the benefit of the custodial account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the custodial account.

#### **Article XVIII – Administrative Expenses and Custodian Fees**

1. All reasonable costs, charges, expenses, and taxes incurred by the Custodian in the administration of the custodial account (including legal fees and compensation of other agents) and such compensation as provided for in the Custodian's then current Self-Directed IRA Fee Schedule applicable to the custodial account, payable to the Custodian may be charged to and paid from the custodial account by the Custodian or the Custodian's fees and expenses may be paid by the Participant. The Participant may not pay brokerage fees and other types of expenses without the risk that such payments constitute contributions to the account. The Participant acknowledges that the Participant has had the opportunity to review the Custodian's Self-Directed IRA Fee Schedule. The Custodian shall not be required to give prior notice to the Participant regarding a change in the fee schedule for this account.

Custodian shall have the authority to liquidate any and all of Participant's custodial account investments at its discretion in order to cover any unpaid fees and expenses due and the Participant agrees not to hold the Custodian liable for any adverse consequences that result. Furthermore, in the event that any fees remain unpaid, Custodian shall have the right to seek a judicial settlement in which Participant would also be liable for all related costs of the suit including reasonable attorney's fees. The Custodian reserves the right to discount any of its fees within its discretion to certain account owners without notice thereof to the Participant.

2. If the Participant has furnished the Custodian with a valid credit card account and information, the Participant authorizes the Custodian to charge its fees and expenses as provided in this Article XVIII. Custodian shall charge its establishment fee and the Annual Account Fee to the credit card account. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be charged to the credit card account. The Participant acknowledges that credit card fees and other terms in accordance with the issuer's agreement that governs the use of the credit card account apply to charges by the Custodian, and agrees that issues concerning such credit card account must be raised with the credit card account issuer and not with the Custodian. If such credit card account expires or otherwise ceases to be valid, the Participant shall immediately so inform

the Custodian and shall provide the Custodian with another credit card account or the required information to debit the Participant's checking account, and the Custodian will be authorized to charge or debit such credit card account or checking account for all fees and reimbursable expenses. If a charge cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XVIII.

3. If the Participant has furnished the Custodian with the Participant's bank account information, the Participant authorizes the Custodian to debit such bank account its fees and expenses as provided in this Article XVIII. Custodian shall debit such bank account for its establishment fee and the Annual Account Fee. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be debited to such bank account. The Participant acknowledges that there may be charges or fees involved with debiting such bank account pursuant to the terms that governs the use of the bank account, and agrees that issues concerning such bank account must be raised with the bank and not with the Custodian. If the designated bank account is closed for any reason, the Participant shall immediately so inform the Custodian and shall provide the Custodian with a valid credit card account or the required information to debit another of the Participant's bank accounts, and the Custodian will be authorized to charge or debit such credit card account or bank account for all fees and reimbursable expenses. If a debit cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XVIII.

#### **Article XIX – Removal and Appointment of Successor Custodian**

Any Custodian or Successor Custodian may resign upon giving thirty (30) days prior written notice to the Participant or, if the Participant is then deceased, to the beneficiaries hereunder. Any Custodian or Successor Custodian may be removed by the Participant upon giving thirty (30) days prior written notice to the Custodian. The appointment of a Successor Custodian and transfer of the Custodial Account assets shall be accomplished by the Participant delivering a written instrument to the retiring Custodian in a form acceptable to the Custodian either directing distribution of the assets in the Account directly to the Participant or with the acceptance of the Successor Custodian endorsed thereon. The Successor Custodian so appointed by the Participant shall be a bank, trust company or person approved by the Secretary of the Treasury of the United States to hold and administer assets comprising an Individual Retirement Account.

The retiring Custodian (resigning or removed) shall continue to hold and exercise the powers conferred in the Agreement necessary for the transfer and delivery of the custodial assets to the Participant or Successor Custodian. The retiring Custodian shall also be entitled to withhold from the custodial assets such reasonable amounts as it may deem necessary to provide for any compensation due it, to pay taxes, including any withholding or early withdrawal penalties, plus expenses incurred in the termination, transfer and delivery of the custodial assets to the Successor Custodian or Participant, and amounts for taxes or other liabilities as may be chargeable against the Custodial Account. The retiring Custodian shall be reimbursed by the Participant or his Successor Custodian for any deficiency in the amounts so withheld if they prove to be

insufficient for such settlement of accounts. The retiring Custodian reserves the right to withhold reasonable fees and expenses for handling assets received by the retiring Custodian after the Account has been closed or transferred.

The Successor Custodian shall acquire all of the powers conferred upon its predecessor, but shall not be personally liable for any act or failure to act of the former Custodian. The transfer and delivery of the custodial assets to the Successor Custodian shall constitute a full and complete discharge and exoneration of liability for the retiring Custodian (absent fraud) unless it is so notified by Participant or the successor Custodian within forty-five (45) days from the date of resignation or removal of irregularities in its Custodianship. If any custodian of your Account fails to comply with certain Treasury Regulations or is not keeping records, submitting returns or sending statements as required by applicable forms or regulations, the IRS may, after notifying you, require you to substitute another custodian.

If the Participant fails to select a Successor Custodian or direct a distribution to the Participant, after the thirty (30) days written notice, the Custodian is hereby authorized: (1) to distribute the Custodial Account to the Participant or the beneficiaries regardless of any possible tax consequences, or (2) to appoint a successor custodian and to distribute the assets in the Account to such successor custodian.

In such cases that the value of the Custodial Account becomes worthless, or results in a negative balance, Custodian will resign from the account by notification delivered by certified mail to the Participant. Outstanding fees will be billed to the Participant. Custodian will not be held liable for negative balances due to the investment decisions of the Participant.

Anything herein to the contrary notwithstanding, if the Custodian merges into or becomes consolidated with another entity qualified to act as an IRA custodian, or is succeeded in its business by purchase or otherwise by an entity qualified to act as an IRA custodian, then such entity shall become the Custodian of the Participant's IRA without the necessity of the prior approval of the Participant.

#### **Article XX – Notices**

Any and all notices or other communications directed to be given to the Custodian hereunder shall not be deemed delivered until actually received by the Custodian, in writing, at its place of business. The Custodian shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this Agreement, but it shall be sufficient that such a document is delivered to it by one of the parties as herein required and that the same shall be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Custodian shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this Agreement.

Any notice provided by the Custodian to the Account Owner for any circumstance shall be sent to the last known address of the Account Owner by regular mail or, where the Account Owner has provided the Custodian an e-mail address, to the most recent e-mail address of record for the Account Owner, and for purposes of this Agreement shall be considered delivered as of the date of the mailing or e-mailing. The Account Owner shall be responsible to notify the Custodian in writing of a change of address or e-mail address.

#### **Article XXI – Applicable Law**

All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Illinois. This Agreement is subject to all applicable Federal and State laws and regulations. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Participant's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of such provisions, or the Custodian's right or Custodian's right thereafter to enforce each and every such provision.

#### **Article XXI - Participant's Representations**

Participant represents and warrants that any information you have given or will give with respect to this Custodial Account is complete and accurate. Further, Participant agrees that any directions Participant, or Participant's authorized agent give the Custodian, or any actions Participant, or Participant's authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be responsible for losses of any kind that may result from such directions to the Custodian or from the Participant's actions, or the Participant's authorized agent's actions, or failures to act of both. Participant agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

#### **Article XXIII – Employer Contributions**

The Custodian shall not be liable for any losses, damages, costs, penalties or expenses incurred as a result of the failure of the employer of the Participant to make any contributions to the custodial account as required under Participant's SIMPLE IRA plan. The Custodian is not responsible for monitoring the employer's contributions to your custodial account or notifying Participant of the employer's contributions. The Participant is responsible for contacting the employer regarding its contributions and monitoring those contributions

#### **Article XXIV – Third Party Actions**

The Custodian shall not be liable to the Participant for any statements, representations, actions or inactions of any broker or other salesperson or principal of any investment purchased for this Custodial Agreement.