

**Form 5305-SEP (Rev. Dec. 2004)**  
**Department of the Treasury**  
**Internal Revenue Service**

**DO NOT FILE  
with the Internal  
Revenue Service**

Your employer is establishing (or has established) a Simplified Employee Pension Individual Retirement Account (SEP IRA) under section 408(a) and 408(k) on behalf of each of its employees. This SEP IRA agreement (hereinafter called the "Agreement") is made between Millennium Trust Company, LLC, an Illinois Limited Liability Company (hereinafter called the "Custodian") and each participant who executes the Adoption Agreement, incorporating the terms of this Agreement (hereinafter called the "Account Owner"), for the purpose of establishing a SEP Individual Retirement Custodial Account (hereinafter called the "Custodial Account" or "Account") under section 408(k). The Custodian has given the Account Owner the SEP IRA Disclosure Statement. Pursuant to this Agreement the Custodian provides financial services solely in the capacity of a directed custodian.

Terms defined in this SEP IRA Custodial Agreement have the same meaning in the Disclosure Statement.

### **Article I – Amendments**

This Agreement will be amended from time to time to comply with the provisions of the Internal Revenue Code ("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 Code and related regulations. Notice of such amendment will 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 other reason without the consent of the Account Owner or the Account Owner's beneficiaries; provided notice of such amendments are 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 II – General Powers and Duties of the Custodian and Limits Thereon**

1. The Custodian is authorized and empowered:

(a) To hold funds received from time to time from the Account Owner's employer or other sources on behalf of the Account Owner which shall, when aggregated with any interest earned thereon, be collectively referred to as the custodial account. Contributions must be in cash and must be received from the Account Owner's employer. However, regular IRA contributions may be received from the Account Owner. The Custodian is directed to place any and all otherwise uninvested universal trust or custodial funds or cash so received from the Account Owner or employer, or other sources during its administration of this custodial account through the Cash Sweep Program described in the Article titled "Cash Sweep Program, Mutual Fund Fees" below, and in connection therewith, to utilize 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 such accounts,

for the benefit of the Account Owner, until such time as the Account Owner 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 Account Owner 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. Account Owner 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 Account Owner 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 Account Owner shall vote on any investments or any matters pertaining to the Custodial Account. The Account Owner



may direct the Custodian to vote on his behalf. The Account Owner agrees that the Custodian may, but shall not be required (unless required under applicable law), to inform the Account Owner by forwarding materials or otherwise communicating with the Account Owner 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.

Account Owner acknowledges and agrees that unless required by applicable law, Custodian is not responsible for communicating, forwarding or notifying any party, including the Account Owner, 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 Account Owner is responsible for making separate arrangements for receiving such communications.

3. The Custodian is only responsible for the custody of funds and investments as provided hereunder. The Custodian shall act only with the consent and approval of the Account Owner in the investment, management, disbursement and disposition of the custodial assets for the purposes, and in accordance with the provisions of the Agreement. The Account Owner 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 Account Owner or his authorized agent. The terms of this Agreement shall be binding upon the Custodian and Account Owner.

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 Account Owner 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 Account Owner's or his authorized agent's directions or the action of any broker.

5. The Custodian shall have no responsibility for determining whether the Account is subject to excise taxes. It is the Account Owner's responsibility to determine if excise tax is due and to pay such excise tax.

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

6. The Account Owner 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 Account Owner with the brokerage house or other custodian of

the Custodian's choice or as directed by the Account Owner in a separate account for the SEP IRA, or a 'nominee' account, or in an account as SEP IRA custodian for various SEP IRAs. Said account will be in the name of the Custodian for the benefit of the Account Owner or for multiple Account Owners. Account Owner 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 Account Owner and the Custodian have agreed that the Account Owner may give investment instruction for execution directly to a broker, any issues which arise with the broker shall be handled directly by the Account Owner.

7. The Custodian may respond to any subpoena without prior notice to the Account Owner. If the Account Owner has designated a registered investment advisor, broker, or any advisor on his Account, Account Owner authorizes Custodian to release the Account Owner's personal and Account information to the advisor's or broker's regulators upon receipt of the regulator's written request for information.

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 with a receipt or confirmation for/of such investment.

10. The Account Owner acknowledges that the owner of any investment held in the Account Owner's SEP IRA is the Millennium Trust Company, LLC as Custodian of the SEP IRA and not the Account Owner individually. Therefore the Account Owner 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 Account Owner, or the Account Owner's authorized agent, is correctly documented as being purchased in and owned by the Account Owner's SEP IRA.

11. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. The Account Owner'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. Account Owner agrees that the Custodian has no duty to inform the Account Owner of any information on an 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 Account Owner's Custodial Account.

13. The Account Owner acknowledges that certain transactions are or may be identified by the IRS as abusive tax shelter schemes or transactions. The determination of a listed or reportable transaction may depend upon the facts and circumstances that surround the particular transaction. The Custodian shall have no responsibility for determining whether any investment or transaction involving or relating to the Account or its assets or

income constitutes a "listed transaction" or "reportable transaction," as defined in the Code and regulations or other pronouncements by the United States Treasury or Internal Revenue Service, which result in reporting requirements and adverse consequences for failing to comply with any applicable reporting or other requirements. The Account Owner agrees to consult with his own tax or legal advisor to ensure that listed or reportable transactions related to the Account are identified. The Account Owner agrees to report each listed or reportable transaction to the IRS as the entity manager who approved or caused the IRA to be a party to the transaction using IRS Forms 8886-T and 8886, to pay any applicable excise taxes using Form 5330, and to disclose to the Custodian that such transaction was a prohibited tax shelter transaction, and to direct the Custodian to any necessary corrective action to be taken by the Account. The Custodian shall not be responsible for any adverse consequences or for failing to comply with any applicable reporting or other requirements on behalf of the Account Owner and/or other persons relating to any such listed or reportable transaction.

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

1. Subject to Section 2 below, the Account Owner has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Custodial Account. The Account Owner accepts full and sole responsibility for the success or failure of any selection made. It is the Account Owner's responsibility to understand the nature of the investments, the principals and risks involved with the investments chosen by the Account Owner. 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. The Custodian is not responsible for doing any due diligence as to any investment or possible investment.

2. By notifying the Custodian on a form acceptable to the Custodian, the Account Owner 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 Account Owner notifies the Custodian in writing that he has appointed another agent or that the Account Owner has assumed sole responsibility for directing the investment of the Custodial Account, or (b) the Custodian is officially notified of the death of the Account Owner.

3. The Custodian shall not be liable for the acts or omissions of the Account Owner 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 Account Owner or his authorized agent directs the Custodian to make. The Custodian will not act as an investment advisor to the Account Owner and shall not have any duty to question the Account Owner'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 Account Owner's death as the Custodian shall not assume any duties or responsibilities after the Account Owner'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 or do due diligence on any investment or any principals involved with any investment.

6. In connection with certain investments Account Owner may execute certain ancillary documents. If Account Owner 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 Account Owner. The applicable law and IRS rules and regulations may change from time to time. It is the Account Owner'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 SEP 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 SEP IRAs and charges other SEP IRAs 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 IV—Cash Sweep Program, Mutual Fund Fees**

1. The Account Owner having had the opportunity to review the Cash Sweep Program ("Program") made available for the investment of idle cash using FDIC (Federal Deposit Insurance Corporation)-insured, interest-bearing bank demand accounts ("Bank Accounts") at banks not affiliated with the Custodian, as detailed in this Article titled Cash Sweep Program, Mutual Fund Fees, directs the Custodian in each event that funds are received by the Custodian in the Account for which there is no other investment direction from Account Owner, to invest such cash through the Program as described below.

2. The Program uses Bank Accounts at various unaffiliated banks to hold cash for your Account, in order to avail your Account of the benefit of FDIC Insurance (IRA funds held in any one bank are entitled to a maximum of \$250,000 in FDIC insurance). Under the Program, the otherwise uninvested cash held for your account is automatically spread among unaffiliated banks participating in the Program in an effort to maximize the availability of FDIC insurance for the cash held in your account. The operation of placing and removing funds to or from the banks is automatic without any additional direction from you. The

maximum amount of cash that you may hold in the Program is subject to a cap determined by the Custodian (the "Cap Amount"), which may vary over time as the number of banks available through the Program changes. Should at any point the otherwise idle cash in your Account exceed the Cap Amount, the Program will automatically invest the excess uninvested cash in the Federated Government Obligations Fund ("Fund") – Trust Shares. The Cap Amount in effect from time to time and the Fund prospectus are available by contacting a Millennium Trust Client Service Representative

3. You will receive interest on the amounts that you hold in the Bank Accounts at each Bank that participates in the Program. The interest rate paid on each Bank Account is set by each bank independently based on the interest rate environment and competitive market conditions. The interest 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. The banks and the number of banks in the Program will change over time and your account will have some portion of its otherwise uninvested cash in the individual banks participating in the Program. The current interest rates and list of banks participating in the Program are available by contacting a Millennium Trust Client Service Representative.

4. Deposits in the Bank Accounts constitute obligations of the banks participating in the Program and are not directly or indirectly obligations of Millennium Trust Company, LLC. You will not have an individual account at any participating bank. Rather, your Account funds deposited at a particular bank will be aggregated with the deposits of other Millennium Trust custodial clients that participate in the Program.

5. The Custodian receives compensation for servicing and administering the Program and rendering other services in connection with custody of the Account. Such compensation is deducted directly from the interest paid by the unaffiliated banks participating in the Program on amounts attributable to your Account, with the difference being credited to your Account on a monthly basis. The net amount of interest credited to your account after deduction of such compensation, expressed as an annual percentage of the average cash balance attributable to your Account in the Program for the applicable month, is referred to as the "Crediting Rate." The amount of compensation received by the Custodian for any monthly period equals the difference between (a) the interest paid by such unaffiliated banks on the average cash balance attributable to your Account for such month, less (b) the net interest that the Custodian credits to your Account based on the Crediting Rate in effect for that month. The Crediting Rate is reviewed and revised periodically by the Custodian. You may request the current Crediting Rate by contacting a Millennium Trust Client Service Representative. Accounts that close during a month will not be credited with any interest earned for that month. In such circumstances, the amount of compensation earned by the Custodian will fully offset any interest earned by the Account for that partial month from unaffiliated banks participating in the Program.

6. Information on FDIC insurance coverage is available at [www.fdic.gov](http://www.fdic.gov). Deposits in the Bank Accounts are eligible to be insured by the FDIC, subject to the terms and conditions set by

the FDIC, an independent agency of the U.S government, and the terms and conditions set forth in this Custodial Agreement. 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 Trust Company, LLC.

7. The Custodian may receive fees from various mutual funds 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. 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 Account monthly.

#### **Article V – Prohibited Transactions**

Certain transactions are deemed to be "prohibited transactions" in IRAs under Section 4975 of the Code. The determination of a prohibited transaction depends on the facts and circumstances of the particular transaction. Generally, a prohibited transaction involves any improper use of your IRA account by you, your beneficiary, or any disqualified person. Examples of prohibited transactions include: a) taking a loan from your IRA; b) personal use of real estate held within the IRA; or c) the Account Owner's personal receipt of commissions based on or due to IRA investments. If your Account is involved in a prohibited transaction at any time during the year, the Account stops being an IRA as of the first day of that year and IRS taxes and penalties may apply. It is the Account Owner's responsibility to pay all taxes and penalties that are incurred due to a prohibited transaction with the IRA. Custodian shall not be held liable for losses, taxes, penalties or other consequences resulting from any IRA investment or transaction that constitutes a prohibited transaction. The Custodian is not responsible to alert you to actions that may lead to or involve a prohibited transaction. You acknowledge and agree that the IRS places certain reporting requirements upon the Custodian as to prohibited transactions.

It is the responsibility of the Account Owner and not the Custodian to determine whether any investment or transaction directly or indirectly involving or relating to the Custodial Account or its assets or income constitutes a prohibited transaction. Account Owner will consult with tax or legal professionals to determine whether any IRA investments and any transactions concerning the Custodial Account or its assets or income will create a prohibited transaction. Custodian reserves the right to request certification from the Account Owner that the direction provided by the Account Owner 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 concluded that no prohibited transaction exists or that the Custodian has even reviewed the transaction in question.

If you pledge any portion of your IRA as collateral for a loan, the amount pledged will be treated as an IRA distribution that must be included in your gross income.

#### **Article VI – 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 Account Owner.

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 Account Owner, 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 Account Owner's estate. Prior to a distribution of assets to a beneficiary or the estate of the Account Owner, Custodian reserves the right to request from the beneficiary or the estate of the Account Owner, indemnification and discharge from any liability.

6. Anything in this Agreement to the contrary notwithstanding, the Custodian may choose to request direction from the Account Owner 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 Account Owner's direction or for taking no action 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 VII – Designation of Beneficiaries**

The Account Owner can designate future beneficiaries.

(a) At any time and from time to time the Account Owner 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 Account Owner'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 Account Owner 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 Account Owner, 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 Account Owner's Custodial Account to the beneficiary or beneficiaries in the following order of preference:

- (i) To the Account Owner's spouse; but if no such spouse shall survive the Account Owner, then to
- (ii) The natural and adoptive children of the Account Owner in equal shares per capita; but if there shall be no such child or children who survives the Account Owner then living to
- (iii) The personal representative of the Account Owner'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 Account Owner's death (or that of the Account Owner'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 Account Owner (or the Account Owner's designated beneficiary) the Custodian shall have no higher duty than the exercise 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 VIII – Distributions**

Subject to Article titled “Other Administrative Powers and Duties of the Custodian”, distributions from the Custodial Account shall be made only upon the request of the Account Owner (or the Account Owner’s beneficiary in the event of the Account Owner’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 IX – Records, Reports, and Valuation of Custodial Accounts**

1. The Custodian shall furnish or cause to be furnished to the Account Owner a statement concerning the status of the Account. This Custodial Account statement shall be provided at least annually to the Account Owner. The Account Owner can choose to receive paper statements by mail or the Account Owner can access and retrieve the statements through the internet. The records of the Custodial Account shall be opened to inspection by the Account Owner during the Custodian’s regular business hours.

2. The Custodian may grant online account access to the Account Owner or his authorized agent through the Custodian’s website. The website can be made available for view access only or to allow the Account Owner or his authorized agent to place trades as well as execute certain other Account related services online. Pursuant to Section 5 below, the values shown online or on any statement for each asset in the Custodial Account may not reflect the current values; and the Account Owner or his authorized agent should not rely on any value shown online or on a statement when making investment decisions, especially concerning Alternative Assets and brokerage accounts. 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 Account Owner or his authorized agent, or for any loss for any reason associated with website or online access or use by the Account Owner or his authorized agent.

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

The Account Owner recognizes and agrees that information available online is not provided in real time.

3. The Custodian agrees to submit reports to the Internal Revenue Service and the Account Owner at such time and in such

manner and containing such information as is prescribed by the Internal Revenue Service.

4. Account Owner 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 Account Owner’s approval of the statement and preclude Account Owner from making future objections or exceptions regarding the statement. Such approval by Account Owner shall be full acquittance and discharge of Custodian regarding the transactions and information on such statement.

5. It is a requirement that the Account Owner 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 Account Owner in the Custodian’s regular fourth quarter Account statement. The Custodian (in its discretion) may furnish the Account Owner 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 Account Owner or another party chosen by the Account Owner for this purpose (“Valuation Agent”) and identified as such in a written document delivered to the Custodian. It is the Account Owner’s responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The Custodian shall have no responsibility for acting on an FMV reported by the Account Owner 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 Account Owner directs the Custodian to accept the FMV of the Account Owner’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 Account Owner or Valuation Agent to provide a timely valuation shall be the sole responsibility of the Valuation Agent or the Account Owner, 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 Account Owner 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; and (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 Account Owner or a Valuation Agent. If the Account Owner 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 Account Owner or to follow up with any Valuation Agent with respect to the status of any such additional valuations. Where the Account Owner has been granted online access to the Account, the Custodian is not required to show online the most current value reported to it for Alternative Assets or for brokerage accounts, including those used to trade in futures.

The Custodian shall have no duty or responsibility to solicit any valuation, including the December 31 FMV, from either the Account Owner or the Valuation Agent. If the Custodian does not receive a December 31 FMV by the following January 15th, for an Alternative Asset, the Custodian shall be entitled to use as that December 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 Account Owner 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 Account Owner 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 Account Owner; 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 Account Owner or from the Account. In addition, the Custodian may, in its sole discretion and upon notification to the Account Owner, 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 Account Owner, and a FMV is not supplied to the Custodian in a timely manner by the Account Owner'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 Account Owner hereby directs and confirms to the Custodian that when a FMV of an Alternative Asset is reported to the Custodian by the Account Owner or a Valuation Agent, or where the Account Owner 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 or online account viewing. Valuations for Alternative Assets from any source should not be solely relied upon by the Account Owner for making investment or sales decisions; the Account Owner 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 Account Owner shall indemnify and hold the Custodian harmless for any loss, damage, tax or other consequences to the Account Owner 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 Account Owner, 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"). It shall be the Account Owner's responsibility to obtain such Asset Reports from the Alternative Assets. The Custodian shall not forward Asset Reports to the Account Owner. The Account Owner agrees that it is the responsibility of the Account Owner (i) to review such Asset Reports, (ii) to know what Asset Reports are due when from each Alternative Asset in the Account, and (iii) to follow-up with the Alternative Asset whenever an Asset Report is not provided in a timely manner to the Account Owner. The Account Owner acknowledges that the Custodian has no duty to (i) request Asset Reports or (ii) to review any Asset Report for accuracy or content or otherwise.

### **Article X – Spendthrift Provisions, Account Owner May Not Pledge Assets**

Neither the Account Owner 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 Account Owner, the Account Owner'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 XI – No Duty for Contributions etc., Hold Harmless and Indemnification**

The Custodian will 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 Account Owner's or his authorized representative's request. The Custodian will be under no duty to take any action other than as herein specified with respect to the Custodial Account unless the Account Owner or the Account Owner's authorized agent furnishes the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian will not be obliged to determine the accuracy or propriety of any such directions and will 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 will not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions. Custodian will not be held liable for negative balances due to the investment decisions of the Account Owner or his authorized agent.

In consideration of the Custodian's continued maintenance of the Custodial Account and other valuable consideration, the sufficiency of which is hereby acknowledged, the Account Owner, on behalf of himself, his representatives, successors and assigns hereby agrees at all times to fully indemnify and hold Custodian, its directors, officers, employees and agents, harmless from and against any and all losses, costs, suits, actions, claims, liabilities, and expenses, including reasonable attorneys' fees and disbursements of counsel (collectively, "Damages") of any character, type or description resulting from or arising out of: (i) the performance or non-performance of the Account Owner's duties and obligations under this Agreement; (ii) any actions or omissions of the Custodian, arising out of or resulting from the Custodian's execution of any direction to so act or fail to act provided by the Account Owner or his authorized representative, including withdrawals and investment instructions; and (iii) the prosecution or defense of any legal action involving the Custodial Account including, without limitation, claims asserted by you; except, Damages resulting from or arising out of the gross negligence or willful misconduct of the Custodian. In no event will the Custodian be liable for consequential, indirect, special or punitive damages, regardless of whether the Custodian is advised

of the possibility of such damages and regardless of whether such liability is based on breach of contract, tort or otherwise. The Custodian will not be responsible for any taxes, penalties, judgments, investment losses, and expenses incurred by the Custodial Account. The indemnification obligations of the Account Owner will survive the termination of the Agreement.

### **Article XII – Resolving Disputes and Binding Arbitration**

The Account Owner, his or her authorized representatives, or designated beneficiaries and Custodian must first attempt in good faith to resolve by negotiation any dispute arising out of or relating to this Agreement. In the event that the Account Owner and Custodian are unable to resolve their dispute by negotiation, any controversy, claim, counterclaim, crossclaim, or other dispute arising out of or relating to this Agreement or the breach, termination, interpretation or validity thereof, including the determination of the scope or applicability or enforceability of this Agreement to arbitrate, whether sounding in tort, contract or statute, must be settled by individual, confidential, binding arbitration before a sole arbitrator, in accordance with the laws of the State of Illinois for agreements made in and to be performed in Illinois. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

Any and all claims arising out of or relating to this Agreement are barred unless an arbitration is filed within two (2) years from the date that the Account Owner knew of the facts giving rise to such claim or claims.

If the Account Owner files arbitration against the Custodian, the proceedings and hearings in the case will take place only in Chicago, Illinois if the amount of the claim is \$50,000 or more; and the proceedings and hearings in the case will take place only in the city with a United States District Court nearest to the residence of the Account Owner if the amount of the claim is less than \$50,000. If the Custodian files arbitration against the Account Owner, the proceedings and hearings in the case shall take place only in the city with a United States District Court nearest to the residence of the Account Owner.

The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. In the event of an arbitration, certain fees, expenses and costs will be required to be paid by you based on the JAMS rules. Disputes will not be resolved in any other forum or venue. The parties agree that any arbitration will be conducted by a retired judge who is experienced in dispute resolution. Pre-arbitration discovery will be limited to the greatest extent provided by the rules and protocols of JAMS. Motions for summary disposition of a particular claim or issue will be permitted to the greatest extent allowed by the rules and protocols of JAMS.

The arbitration award will not include factual findings or conclusions of law, and no consequential or punitive damages will be awarded. The arbitrator will not have any power or authority to render any award or issue any order at any time except as permitted in this Agreement. The award of the arbitrator will be binding on both parties, is not appealable, and may not be disputed in any court. Notwithstanding any other rules, no arbitration proceeding brought against the Custodian will be consolidated with any other arbitration proceeding without the Custodian's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction for this limited purpose only. The arbitrator will have



the authority to award reasonable attorneys' fees and costs, including the costs of the arbitration, to the prevailing party. The Account Owner and his or her authorized representatives, or designated beneficiaries agree that claims and disputes may only be brought to arbitration in his or her individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The prevailing party in any judicial motion to compel arbitration or confirm or enforce an arbitration award rendered pursuant to this paragraph shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-moving party.

If any part of this article is held to be illegal, unenforceable, or invalid, the remaining parts will not be affected and will remain in full force and effect.

#### **Article XIII – 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 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 Account Owner. The Account Owner may not pay brokerage fees and other types of expenses without the risk that such payments constitute contributions to the account. The Account Owner acknowledges that the Account Owner has had the opportunity to review the Custodian's IRA fee schedule. The Custodian shall not be required to give prior notice to the Account Owner regarding a change in the fee schedule for this account. Custodian shall have the authority to liquidate any and all of Account Owner's Custodial Account investments at its discretion in order to cover any unpaid fees and expenses due and the Account Owner agrees not to hold the Custodian liable for any adverse consequences that result. The Custodian reserves the right to discount any of its fees within its discretion to certain account owners without notice thereof to the Account Owner.

2. If the Account Owner has furnished the Custodian with a valid credit card account and information, the Account owner authorizes the Custodian to charge its fees and expenses as provided in this Article XIII. 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 Account Owner 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 Account Owner shall immediately so inform the Custodian and shall provide the Custodian with another credit card account or the required information to debit the Account Owner'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 XIII.

3. If the Account Owner has furnished the Custodian with the Account Owner's bank account information, the Account owner

authorizes the Custodian to debit such bank account its fees and expenses as provided in this Article XIII. 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 Account Owner acknowledges that there may be charges or fees involved with debiting such bank account pursuant to the terms that govern 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 Account Owner 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 Account Owner'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 XIII.

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

Any Custodian or Successor Custodian may resign upon giving thirty (30) days prior written notice to the Account Owner or, if the Account Owner is then deceased, to the beneficiaries hereunder. Any Custodian or Successor Custodian may be removed by the Account Owner 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 Account Owner 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 Account Owner or with the acceptance of the Successor Custodian endorsed thereon. The Successor Custodian so appointed by the Account Owner 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 Account Owner 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 Account Owner, and amounts for taxes or other liabilities as may be chargeable against the Custodial Account. The retiring Custodian shall be reimbursed by the Account Owner 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 Account Owner 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 Account Owner fails to select a Successor Custodian or direct a distribution to the Account Owner, after the thirty (30) days written notice, the Custodian is hereby authorized: (1) to distribute the assets in the Account to the Account Owner 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.

Custodian may close the Account if it is not funded within ninety (90) days of Account opening.

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 Account Owner's IRA without the necessity of the prior approval of the Account Owner.

#### **Article XV – Notices, Electronic Signature and Transactions**

Any notice required or permitted under this Agreement must be in writing and will be effective upon the earlier of actual receipt, five (5) business days following deposit into the United States Mail (postage prepaid), the next business day following deposit with a nationally recognized overnight courier service, or the same day following transmission of an electronic mail message ("E-mail") or legible facsimile copy during regular business hours; in each case, with delivery fees prepaid and addressed to the Account Owner at the address set forth in the relevant Adoption Agreement or the Custodian at its place of business or at such other address as either party may notify the other of from time to time in accordance with this Article. For all purposes of this Agreement, an E-mail transmission is deemed to be in writing and the term "address" includes a party's E-mail address. Notwithstanding the foregoing, any direction for an act or omission provided by the Account Owner shall not be deemed delivered until such direction is actually received by the Custodian at its place of business. Each party is entitled to rely on the information disclosed to the other until it has received written notice of a change in such information and has had a reasonable period of time to react thereto.

The Custodian will 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 will be sufficient that such document is delivered to it by one of the parties as herein required and that the same must be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Custodian will 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 required by this Agreement.

If Account Owner has consented to the terms and conditions of Custodian's Consent to Conduct Transactions Electronically And To Receive Electronic Disclosures and Notices (the "Electronic Disclosure"), Account Owner has agreed that (a) all Account

statements; disclosures; Account Owner directions and other transactions; notices to the Account Owner will be provided electronically as consented to and described in the Electronic Disclosure, and (b) the Account Owner's use of an electronic signature serve as an "original" signature and will bind the Account Owner to the terms of any document executed by Account Owner with an electronic signature. The Account Owner and Custodian retain their respective rights as provided in the Electronic Disclosure.

If the Account Owner has not consented to the Electronic Disclosure or later withdraws consent, then 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, and for purposes of this Agreement shall be considered delivered as of the date of the mailing. The Account Owner will be responsible to notify the Custodian of any changes of address.

#### **Article XVI – 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, unenforceable, or invalid, the remaining parts will not be affected and will remain in full force and effect. Neither the Account Owner'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 XVII – Account Owner's Representations**

Account Owner represents and warrants that any information given or that will be given with respect to this Custodial Account is complete and accurate. Further, Account Owner agrees that any directions Account Owner or Account Owner's authorized agent give the Custodian, or any actions Account Owner, or Account Owner'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 Account Owner's actions, or the Account Owner's authorized agent's actions, or failures to act of both. Account Owner agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

#### **Article XVIII – 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 Account Owner to make any contributions to the Custodial Account as required under Account Owner's SEP IRA plan. The Custodian is not responsible for monitoring the employer's contributions to your Custodial Account or notifying Account Owner of the employer's contributions. The Account Owner is responsible for contacting the employer regarding its contributions and monitoring those contributions.

#### **Article XIX – Third Party Actions**

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

## Information on Federal Tax Law for SEP IRAs

This Simplified Employee Pension Individual Retirement Account ("SEP IRA") Disclosure Statement is a summary of the requirements for the Millennium Trust Company, LLC SEP IRA and pursuant to Internal Revenue Service ("IRS") Regulations which require that the information contained herein be given to individuals for whom a SEP IRA established. By executing the Adoption Agreement, you acknowledge receipt of this Disclosure Statement. The Participant has executed the SEP IRA Custodial Agreement ("Agreement") by the execution of the Adoption Agreement referred to herein.

Terms defined in the SEP IRA Custodial Agreement have the same meaning in this Disclosure Statement.

### Item I – The Right to Revoke the Account

You have the right to revoke this account within seven days of the date your SEP IRA is established. If you exercise this right, you are entitled to a return of the amount contributed to the SEP IRA without penalty, service charge or administrative expense. If you do not exercise this right within seven days of the date above it is assumed that you will have accepted the terms and conditions of the Individual Retirement account you have established. To revoke this account simply notify Millennium Trust Company, LLC (the "Custodian") in writing. Written notices must be sent by first class mail and will be accepted as the date such notice is postmarked.

### Item II – SEP IRA Contributions

Only your employer may contribute to your SEP IRA. The SEP rules permit your employer to contribute a limited amount of money each year to each employee's SEP IRA. However, your employer is not required to make a contribution to your SEP every year. If you are self-employed, you can contribute to your own SEP IRA. Contributions must be in the form of money (cash, check, or money order). Your employer cannot contribute property. However, as a participant, you may be able to transfer or rollover certain property from another retirement plan into your SEP IRA.

Your employer does not have to make contributions every year. But if your employer does make contributions, they must be based on a written allocation formula and must not discriminate in favor of highly compensated employees. When your employer does contribute, your employer must contribute to the SEP IRAs of all participants who actually performed personal services during the year for which the contributions are made, even for employees who die or terminate employment before the contributions are made.

The contributions made by your employer to your SEP IRA cannot exceed the lesser of 25% of your compensation or \$55,000 for 2018 and \$56,000 for 2019 (this amount is subject to cost-of-living adjustments for later years). Your employer cannot consider the part of your compensation over \$275,000 for 2018 and \$280,000 for 2019 (this amount is subject to cost-of-living adjustments for later years).

SEPs are funded by employer contributions only.

Contributions must be made for each eligible employee in a SEP, even if over age 70½. Such an eligible employee must take minimum distributions, however.

Contributions for a year must be deposited by the due date (including extensions) for filing your Federal income tax return for the year.

### Item III – Deductibility of Contributions

Generally, an employer can deduct the contributions made each year to the employee's SEP IRA. If you are self-employed, you can deduct the contributions you make each year to your own SEP IRA.

The maximum amount an employer may deduct for contributions made to an employee's SEP IRA is the lesser of the following amounts:

1. Employer's contributions (including any excess contributions carryover).
2. 25% of the compensation (limited to \$275,000 per participant for 2018 and \$280,000 for 2019) paid to the participants from the business that has the plan, not to exceed \$55,000 per participant for 2018 and \$56,000 for 2019 (these amounts are subject to cost-of-living adjustments for later years).

If you are self-employed and contribute to your own SEP IRA, you must make a special computation to figure your maximum deduction for these contributions. When figuring the deduction for contributions made to your own SEP IRA, compensation is your net earnings from self-employment, which takes into account both the following deductions: (1) the deduction for one-half of your self-employment tax; and (2) the deduction for contributions to your own SEP IRA. The deduction for contributions to your own SEP IRA and your net earnings depend on each other. For this reason, you determine the deduction for your contributions to your own SEP IRA indirectly by reducing the contribution rate called for in your plan.

An employee may make deductible contributions to the IRA being used to receive employer contributions under a SEP arrangement, in the same manner as any other IRA. The employee need not



establish a separate IRA to make annual deductible contributions. Conversely, there is no reason a SEP arrangement cannot cover an employee who already has an IRA or who wishes to continue funding an IRA. An existing IRA of the employee can be used to receive the employer's SEP contribution. An employee whose IRA receives an allocation under a SEP arrangement can contribute up to the maximum deductible amount to an IRA (including the IRA that receives the employer's SEP contribution), but some or all of the contribution might need to be designated as non-deductible. Participants should consult with his/her tax advisor.

The Custodian does not give any tax advice. You should contact your tax professional or attorney regarding the tax consequences of your SEP IRA.

#### **Item IV – Excess Contributions**

If contributions are made in an amount that is more than is allowed, there are tax implications for the employer and the employees. Excess contributions are included in the employee's gross income. If an employee withdraws the excess contribution, and earnings on such amount, before the due date for filing his/her tax return, including extensions, the employee will avoid a 6% excise tax imposed on excess SEP contributions in an IRA. Excess contributions left in the employee's SEP IRA after that time may result in adverse tax consequences to the employer and the employee. If the employer contributes more than it may deduct, it may be subject to a 10% excise tax.

#### **Item V – SEP IRA Distributions**

You can take money out of your SEP IRA at any time. However, if you withdraw any of the funds in your SEP IRA before age 59½, the amount includible in your gross income is subject to an IRS 10% non-deductible premature distribution tax unless the distribution meets an IRS exception. This 10% premature distribution tax does not apply to the portion of your SEP IRA distribution that is not includible in your gross income (for example, amounts treated as a return of non-deductible contributions made to your SEP IRA). The premature distribution penalty tax will be waived for participants under age 59½ for certain medical or educational expenses, and first home purchases. You should consult with your tax advisor regarding these specific exemptions from penalty.

#### **Item VI – Required Minimum Distributions**

SEP IRAs are subject to IRS required minimum distribution (RMD) rules starting when you reach age 70½. In the year you reach age 70½, you are required to receive minimum distributions from your SEP IRA. If you have not withdrawn the total amount held in your SEP IRA by April 1 following the year in which you reach 70½ (your required beginning date), you must commence minimum withdrawals in order to avoid penalty taxes. A minimum distribution for each subsequent year must be withdrawn by December 31 of that year. For example, if you reach age 70½ during 2017, you must withdraw the required minimum distribution for 2017 by April 1, 2018, you must withdraw the required minimum distribution for 2018 by December 31, 2018, the required minimum distribution for 2019 by December 31, 2019, etc.

Upon request, the Custodian will provide you with a calculation of the amount of your RMD with respect to your IRA for that calendar year.

If you fail to withdraw the required minimum for a year, you will have to pay a penalty tax. The penalty tax is 50% of the difference between the minimum withdrawal amount and your actual withdrawals during a year. You should consult your own tax or financial advisor with regard to the calculation of the amount of your minimum distribution each year because it is your responsibility to make sure that this requirement is met. The Custodian is not required to advise you about RMDs and will process a withdrawal from your SEP IRA only in accordance with your specific instructions.

#### **Item VII – SEP IRA Rollover Rules**

A rollover is the distribution of cash or other assets from your retirement plan or SEP IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from a SEP IRA and move them to another IRA or qualified plan. Rollover elections are irrevocable. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records.

#### **Item VIII – Prohibited Transactions**

If you or your beneficiary engage in a prohibited transaction with the account, as described in IRC Section 4975, the account (or the portion of the account engaged in the prohibited transaction) will lose its exemption from tax and then you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the 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 regarding a transaction is not a determination that a prohibited transaction does not exist.

#### **Item IX – Beneficiaries**

You can name one or more beneficiaries to whom the balance of your SEP IRA will be paid when you die. To do so, just fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received and accepted by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member or birth or adoption of children. You may change your beneficiary at any time by filling out a new form and sending it to us. You can use a new designation to revoke your prior designation in whole or in part.

If the SEP IRA continues after your death, your beneficiary has the same right to name beneficiaries as you had before your death. If you do not name beneficiaries, or if all your beneficiaries die before you or disclaim, the Custodian will pay your SEP IRA to

your spouse first, if she survives you. If you have no spouse who survives you, then the money will go to your children who survive you in equal shares. If you have no children who survive you, the assets in your SEP IRA will be paid to your estate.

#### **Item X – Self-Direction Requirements**

Under this Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account, except Custodian may liquidate assets, chosen in the Custodian's sole discretion, to pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment direction, purchase or sale from you or your authorized agent, as to a specific investment or the SEP IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your designated agent, or by reason of any failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

The assets in your SEP IRA will be invested only in accordance with directions received from you or your designated Investment Agent. Millennium Trust Company, LLC offers no investment management, recommendations, or investment advice as to which investments may be best for your SEP IRA. As Custodian, Millennium Trust Company, LLC accepts custody of a wide range of different types of assets. The fact that Millennium Trust Company, LLC accepts custody of an asset does not constitute an endorsement of that asset or the entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the retirement account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each individual retirement account are allocated to that account. Your fees are for custodial and administrative services.

#### **Item XI – Approved Form**

The Millennium Trust Company, LLC IRA is treated as approved, as to the form, by the IRS since it utilizes precise language of Form 5305-SA, currently provided by the IRS, plus additional language permitted by such form. The IRS approval is a determination only as to the form of the account, and does not represent a determination of the merits of the account.

The provisions of the IRA Custodial Agreement and this Disclosure Statement shall be construed and interpreted under the laws of the State of Illinois.

#### **Item XII – No Tax Advice**

This Disclosure Statement together with the Agreement should answer most questions concerning the SEP IRA. However, the fact that IRA state tax laws vary should be noted by you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information

regarding SEP IRAs from any District Office of the IRS. See in particular IRS Publication 590 (Individual Retirement Arrangements). Millennium Trust Company, LLC does not render tax or legal advice.

#### **Item XIII – Fee Disclosure, Referral Fees, Fund Custodian**

In connection with the SEP IRA, you agree to pay the fees set forth on the accompanying IRA Fee Schedule. The services and fees on the IRA Fee Schedule can be changed or additional fees added from time to time without notice to you.

The Custodian may pay a referral fee, one time or recurring, to brokers, financial institutions, investment sponsors, and other entities or individuals, which/who referred you/your Account to the Custodian.

In addition to acting as custodian for your IRA, the Custodian may act as custodian for various privately placed hedge funds and other pooled investments (each a "Fund"). If you direct an investment in your IRA into such a Fund, the fact that Millennium Trust Company is the Fund's custodian is required to be disclosed to you by that Fund. In that situation, both your IRA statement and your statement from the Fund's custodian as to the assets held by the Fund will come from Millennium Trust Company.

#### **Item XIV – Privacy Disclosure**

The mission of the Custodian is to meet the desires of our customers. As a financial services professional entrusted with sensitive financial information, the Custodian respects the privacy of customers and is committed to treating customer information responsibly. The applicable Custodian's Privacy Policy, as posted on our website, serves as standards for all employees for the collection, use, retention, and security of individual customer information.

#### **Item XV – Information the Custodian Collects About You**

The Custodian collects non-public information about you from the following sources:

- Information the Custodian receives from you on applications or other forms, and
- Information about your transactions with the Custodian, our affiliates, or others.

#### **Item XVI – No Disclosures Outside of Exceptions**

The Custodian does not reveal specific information about your SEP IRA or other personally identifiable data to outside parties for their independent use unless: 1) the information is provided to help complete a transaction initiated by you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; (3) the information goes to, agents, vendors, and service suppliers in connection with the services they supply to the SEP IRA; 4) you request or authorize disclosure; and 5) the disclosure otherwise is lawfully permitted or required. The Custodian does not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

#### **Item XVII – Confidentiality and Security**

The Custodian restricts access to non-public personal information about you and the Custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the SEP IRA. Custodian maintains

physical, electronic, and procedural safeguards that comply with federal standards to guard your non-public personal information.

**Item XVIII – Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an SEP IRA, you will be asked for your name, address, date of birth and other information that will allow the Custodian to identify you. The Custodian may also require a clear copy of your unexpired government issued identification card.

**Item XIV – Acknowledgement**

By signing the SEP IRA Adoption Agreement document, you acknowledge the opening of the account and agree to be bound by the terms of the SEP IRA Custodial Agreement including this Disclosure Statement. You agree to read and abide by this SEP IRA Custodial Agreement, including this Disclosure Statement, and the Privacy Policy included herein. Although not a part of the IRA application process, you authorize the Custodian to make inquiries from any consumer reporting agency or other personal information agency or service, including a check protection service, in connection with this SEP IRA, if deemed necessary at a future time.