

## Information on Federal Tax Law for Roth IRAs

This Disclosure Statement is a non-technical summary of the requirements for the Millennium Trust Company, LLC ("Custodian") Roth Individual Retirement Account ("Account"). Terms defined in the Roth IRA Custodial Agreement ("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 (7) days of the date that this Account was established. If you exercise this right you are entitled to a return of the amount contributed to the Account without adjustment for such items as sales commissions, administrative expenses or fluctuation in market value. To revoke this Account, mail a written notice to Millennium Trust Company, Attn: Individual Account Services, 2001 Spring Road, Ste. 700, Oak Brook, IL 60523. If mailed, it will be deemed mailed on the date of postmark (or if sent by certified or registered mail, the date of certification or registration) if it is deposited in the mail in the United States in an envelope, or other appropriate wrapper, first class postage prepaid, properly addressed.

### Item II – Roth IRA Contributions

Generally, you can make cash contributions to a Roth IRA up to the lesser of the annual limit, or 100% of your compensation. The annual contribution limit is \$6,000 for 2022 and \$6500 for 2023. Thereafter, the limits will be indexed for inflation annually. This limit applies to all of your IRAs (traditional and Roth). If you are age 50 or older by the end of a year, you may make special catch-up contributions to your Roth IRA for that year. The maximum catch-up contribution is \$1,000 per year.

If your modified adjusted gross income ("MAGI") is above a certain amount, your contribution limit may be reduced or phased out completely. For an individual who is not married, the limit is phased out at a MAGI of \$144,000 for 2022 and \$153,000 for 2023; for a married individual filing a joint return, the limit is phased out at a MAGI of \$214,000 for 2022 and \$228,000 for 2023; and for a married individual filing separately, the limit is phased out at a MAGI of \$10,000 for 2022 and 2023. For a worksheet for calculating MAGI and the limitations, refer to Internal Revenue Service ("IRS") Publication 590-A.

If you and your spouse file a joint return, both work, and have compensation that is includable in your gross income, each of you can annually contribute to a separate Roth IRA up to the lesser of the annual limit or 100% of your total compensation (reduced by Roth IRA contributions your spouse makes to their own Roth IRAs), subject to the MAGI phase out limits described above. If each of you has at least the annual limit in compensation, each of you may make the maximum contribution to your Roth IRA (in other words, \$12,000 for 2022 and \$13,000 for 2023 for the two Roth IRAs). Contributions to a spousal Roth IRA need not be equally divided between spouses, but no contribution can exceed the annual limit for either spouse.

Contributions to your Roth IRA for a tax year must be made on or before the due date (not including extensions) for your federal income tax return for that tax year (April 15 for most individuals).

### Item III – No Deduction for Roth IRA Contributions

You may not deduct the amount of your Roth IRA contribution for income tax purposes.

### Item IV – Excess Contributions

If you contribute more than your allowable amount in any one year, you generally will be subject to a 6% tax on the excess contribution. You must file a Form 5329 with the IRS reporting the 6% tax. If you withdraw the excess amount plus any other income on the excess before your tax return due date (including extensions), the excess contribution will not be subject to the 6% tax. You must include the earnings on the excess contribution in income and they may be subject to the 10% additional tax for early withdrawals unless you are over age 59½ or another exception applies. You do not have to include the excess contribution in income and you cannot deduct the excess contribution.

Excess contributions which are not distributed before the tax return due date (including extensions) can be applied to a later year if the contributions for that later year are less than the maximum allowed for that year. You will be required to pay the 6% tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6% tax on the amount of the excess contribution that remains after each year.

### Item V – Roth IRA Distributions

Distributions from your Roth IRA are not includable in your gross income provided that they are "qualified distributions," meaning they are made after the five-year period beginning with the first tax year for which a contribution was

made to your Roth IRA; and the distributions are made on or after the date you reach age 59½, are attributable to your disability, made to a beneficiary or to your estate after your death, or made for the first-time purchase of a home.

Distributions which are not qualified may be taxable. There is a set order in which contributions (including conversion contributions and rollover contributions from qualified retirement plans) and earnings are considered to be distributed from your Roth IRA: first from regular contributions, followed by conversion and rollover contributions on a first-in, first-out basis, and then followed by earnings on contributions. Rollover contributions from other Roth IRAs are disregarded for this purpose.

Non-qualified distributions from your Roth IRA before age 59½ are subject to a 10% additional tax unless the distribution meets an exception. This 10% additional tax does not apply to the portion of your Roth IRA distribution that is not includable in your income. The 10% additional tax does not apply if certain exceptions are met, such as for medical or educational expenses, and first home purchases. Special rules apply to certain qualified disaster distributions, corona-virus related distributions, and qualified birth or adoption distributions.

No distribution can qualify for capital gains treatment or for the five-year or ten-year averaging that is available with respect to certain lump sum distributions from other types of retirement plans. You should consult with your tax advisor regarding the tax treatment of distributions from your Roth IRA.

### Item VI – Required Minimum Distributions

You are not required to take any distributions from your Roth IRA while you are alive. Upon your death, however, the Roth IRA is subject to required minimum distribution ("RMD") rules, which require that the entire interest in the Roth IRA be distributed within a certain time period, depending on the date of your death and the type of beneficiary designated under your Account. If your sole beneficiary is your spouse, your surviving spouse may treat the Roth IRA as their own. Upon request, the Custodian will calculate the RMD for the Account for the year.

If your beneficiary fails to withdraw the RMD for a year, they will have to pay a penalty tax. The penalty tax is 50% of the difference between the RMD and the actual withdrawals during a year. A tax or financial advisor should be consulted because it is the beneficiary's responsibility to make sure that this RMD requirement is met. The Custodian will process a withdrawal from your Roth IRA only in accordance with your or your beneficiary's specific instructions.

### Item VII – Rollovers and Transfers

A rollover is the distribution of cash or other assets from your retirement plan or Roth IRA to you, which you subsequently roll over to another retirement plan or Roth IRA. A rollover contribution to a Roth IRA is not subject to the annual contribution limits and you may not deduct it on your tax return. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request a certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records. You also may transfer amounts tax-free from one Roth IRA directly to another Roth IRA in a "trustee-to-trustee" transfer. These transfers are not subject to the 60-day and 12-month limits described below.

(1) *Rollover from a Roth IRA to another Roth IRA.* You can withdraw all or part of your Roth IRA and roll over all or part of the amount withdrawn to another Roth IRA. The amount rolled over will not be subject to federal income tax (or the 10% additional tax) if you complete the rollover within sixty (60) days after the withdrawal. You may only make one IRA to IRA (including Roth IRAs) rollover in a 12-month period. If you roll over an amount from one Roth IRA to another Roth IRA, the five-year period used to determine qualified distributions does not change. The five-year period begins with the first tax year for which the contribution was made to the initial Roth IRA.

(2) *Rollover from a Traditional IRA to a Roth IRA.* You can convert amounts from a traditional IRA (including a SEP IRA) to a Roth IRA by withdrawing all or part of your traditional IRA and rolling it over into a Roth IRA within sixty (60) days of receipt. In the year of the conversion, you will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the traditional IRA that were not previously taxed. Roth IRA conversions may not be recharacterized. The 10% additional tax generally does not apply to the amount converted unless you take a distribution within five (5) years of the conversion.

*(3) Rollovers from Employer-Sponsored Plans.* A distribution from a Roth IRA may not be rolled over or transferred directly to an employer's qualified plan. However, certain distributions from a qualified retirement plan may be rolled over or transferred directly to a Roth IRA. Such rollovers to a Roth IRA must be made within sixty (60) days of receipt of the distribution. Rollovers from qualified plans may be made by rolling the same property into the Roth IRA, or liquidating the property and rolling over the proceeds. Unless the distribution is from a designated Roth account under the plan, you will be subject to income tax on the amount that would have been included in your gross income had it been distributed from the plan. Rollovers of distributions from designated Roth accounts (such as your Roth 401(k) account) can be made tax-free to your Roth IRA. Once the designated Roth account amount is rolled into a Roth IRA, the Roth IRA rules apply. For example, the five-year holding period for making qualified distributions is determined independently from the rules under a Roth 401(k) plan, and the special Roth IRA ordering rules determine the taxation of those distributions. You should seek advice from your tax advisor if you would like to roll over from an employer's qualified plan.

#### **Item VIII – Prohibited Transactions and Loans**

If you or your beneficiary engage in a prohibited transaction with the Account, as described in Internal Revenue Code 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. If you use all or any portion of the Account as security for a loan, then the portion so used is treated as distributed to you and you must include such distribution in gross income in the taxable year during which you so used the Account. It is your responsibility to determine if a transaction constitutes a prohibited transaction.

#### **Item IX – IRA Statutory Requirements**

The Roth IRA trustee or custodian must be a bank, trust company, or other person who has been approved by the Secretary of the Treasury. The assets of the Account will not be commingled with other property except in a common trust fund or common investment fund. No part of the Account will be invested in life insurance contracts. The Account Owner's interest in the balance of the Account is nonforfeitable.

#### **Item X – Financial Disclosure**

The fees are described in the IRA Fee Schedule. In connection with the Account, you agree to pay the fees set forth in the IRA Fee Schedule. Growth in value of the Account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each individual account are allocated to that account.

#### **Item XI – Approved Form**

The Account is treated as approved, as to the form, by the IRS since it utilizes precise language of Form 5305-RA, 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.

#### **Item XII – Further Information**

This Disclosure Statement provides a non-technical summary of the law and is for your general information and is not intended to be exhaustive or conclusive, to apply to any particular person or situation, or to be used as a substitute for qualified legal or tax advice. It does not address any federal estate, gift, or generation skipping transfer taxes, or any state or local taxes that could apply to a Roth IRA. If you have additional questions regarding Roth IRAs, you should consult your tax advisor or attorney. You may obtain additional information from any IRS district office or by consulting IRS Publications 590-A and 590-B. These publications are available from your local IRS district office, on the IRS's website at [www.irs.gov](http://www.irs.gov), or by calling 800-TAX-FORMS.



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## UPDATED CHANGES TO INDIVIDUAL RETIREMENT ACCOUNTS DUE TO SECURE ACT

The Setting Every Community Up for Retirement Enhancement Act ("SECURE Act"), signed into law on December 20, 2019, changed some of the rules affecting IRAs, effective January 1, 2020. The following provisions highlight some of the changes in the rules that may affect your IRA with Millennium Trust Company, LLC.

Please note that while the new rules are currently effective, the custodial agreements and disclosure statements governing your accounts at Millennium Trust, don't yet reflect the SECURE Act changes because we are awaiting further information from the IRS. We will notify you regarding access to updated custodial agreements and disclosure statements when they have been amended to reflect the new rules.

For more information about the SECURE ACT, visit [irs.gov](https://www.irs.gov) or contact your tax advisor.

- **IRA Contributions**

Prior law prohibited non-rollover contributions to traditional IRAs after age 70½. Beginning with contributions for calendar year 2020, the age limit for contributing to a traditional IRA has been eliminated. The age restriction for contributions never applied to Roth IRAs. If you have compensation, and are otherwise eligible to make IRA contributions, you may make an annual contribution to your IRA at any age.

- **IRA Distributions**

Beginning January 1, 2020, IRA owners younger than age 59 ½ may be able to take penalty-free distributions of up to \$5,000 from an IRA for the qualified birth or adoption of a child. Although you will not owe an early withdrawal penalty, ordinary income taxes will apply. The withdrawal must be taken during the one-year period following the birth or adoption, and can later be repaid or rolled back into an IRA. The distribution can be taken per child and each parent can take a distribution from an IRA the parent owns.

- **Required Minimum Distributions**

The required beginning date for required minimum distributions (RMDs) from a traditional IRA has been increased from age 70½ to age 72. Under prior law, traditional IRA owners were required to take a RMD from their traditional IRA no later than April 1 of the calendar year following the year they turned age 70½. Beginning January 1, 2020, RMDs must begin no later than April 1 of the calendar year following the year in which you turn 72. If you were born before July 1, 1949, this rule change does not apply to you and you are required to begin RMDs from your traditional IRA for the year in which you turned 70½.

- **Required Minimum Distribution for Beneficiary IRAs**

The SECURE Act shortens the period over which certain beneficiaries of IRAs must receive distributions of the inherited account balance. Non-spouse individual beneficiaries (with limited exceptions for "eligible designated beneficiaries") who inherit an IRA from an IRA owner who dies after December 31, 2019, must withdraw the full inherited IRA account balance by the end of the 10th year after the IRA owner's death, regardless of whether death occurs before or after RMDs have begun. A spouse beneficiary and certain non-spouse beneficiaries who meet the definition of an "eligible designated beneficiary", may spread the distribution of the inherited IRA over the beneficiary's life or life expectancy, if payments begin by the end of the calendar year following the IRA owner's death. Special rules apply for beneficiaries that are not individuals (e.g., trusts, estates).

The depositor ("Account Owner") is establishing, or had established on the Account Owner's behalf, a Roth individual retirement account ("Custodial Account" or "Account") under Internal Revenue Code ("IRC") section 408A to provide for the Account Owner's retirement and for the support of the Account Owner's beneficiaries after death. Millennium Trust Company, LLC ("Custodian") has given the Account Owner the disclosure statement required by Treasury Regulations section 1.408-6. The Custodian provides services solely in the capacity of a directed custodian and is not a fiduciary. The Account Owner and the Custodian make the following agreement ("Agreement").

#### Article I – Contribution Limits

Except in the case of a qualified rollover contribution described in IRC section 408A(e) or a recharacterized contribution described in IRC section 408A(d)(6), the Custodian will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

#### Article II – Income Limits

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a grantor who is single or treated as single, the annual contribution is phased out between adjusted gross income ("AGI") of \$118,000 and \$133,000; for a married grantor filing jointly, between AGI of \$186,000 and \$196,000; and for a married grantor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in IRC section 408A(c)(3).

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Account Owner and the Account Owner's spouse.

#### Article III – Nature of the Custodial Account

The Account Owner's interest in the balance in the Custodial Account is non-forfeitable.

#### Article IV – Limits on Investments

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 IRC section 408(a)(5)).

2. No part of the Custodial Account funds may be invested in collectibles (within the meaning of IRC section 408(m)) except as otherwise permitted by IRC 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 V – Required Distributions

1. If the Account Owner dies before the Account Owner's entire interest is distributed to the Account Owner and the Account Owner's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below.

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Account Owner's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Account Owner.

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

2. The minimum amount that must be distributed each year under paragraph 1(a) above 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 Treasury Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Account Owner's death and subtracting one (1) from the divisor for each subsequent year.

3. If the Account Owner's surviving spouse is the designated beneficiary, such spouse will then be treated as the Account Owner.

#### Article VI – IRS Reporting

1. The Account Owner agrees to provide the Custodian with all information necessary to prepare any reports required by IRC sections 408(i) and 408A(d)(3)(E), Treasury Regulations sections 1.408-5 and 1.408-6, or other guidance

published by the Internal Revenue Service ("IRS").

2. The Custodian agrees to submit to the IRS and the Account Owner the reports prescribed by the IRS.

#### Article VII – Controlling Model Language

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with IRC section 408A, the related regulations, and other published guidance will be invalid.

#### Article VIII – Amendments

1. The additional provisions in the remainder of this Agreement have not been reviewed or preapproved by the IRS.

2. Without prior notice to or consent of the Account Owner or the Account Owner's beneficiaries (as applicable), this Agreement will be amended as necessary to comply with the provisions of the IRC and the related Treasury Regulations. The Custodian may also amend this Agreement for any other reason provided notice of such amendments is delivered to the Account Owner thirty (30) days before the date such amendment is to be effective. Any such amendment to the Agreement shall be deemed effective as of such date, unless the Account Owner objects thereto by notifying the Custodian in writing, within thirty (30) calendar days from the date the notice is delivered, in which case, the Account Owner and Custodian agree that the Account will be closed. Notice of amendments may be provided electronically, provided that the Account Owner has consented to electronic delivery thereof. Notice of amendments will be sent to the Account Owner at the Account Owner's Address pursuant to Article XIV of this Agreement.

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

1. The Account Owner has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in the Account Owner's Account in any form of property as may be consistent with the terms of this Agreement, other documents executed herewith, and applicable laws and regulations. The Account Owner acknowledges and agrees that it is the Account Owner's sole responsibility to direct the Custodian with respect to the investment of the assets in the Account and accepts full and sole responsibility for the performance of the investments in your Account, whether directed by you or another person or entity on your behalf. It is the Account Owner's responsibility to understand the nature of the investments, and the principals and risks involved with the investments chosen by or on behalf of the Account Owner. The Account Owner acknowledges and agrees that the Custodian is not in any way serving as a fiduciary for the Account Owner, and that the Account Owner is not relying and has not relied on the Custodian for any investment advice, tax advice, or legal advice. The Custodian is not a third party intermediary named in any fund prospectus; Account Owner agrees that: (a) it is the Account Owner's responsibility, and not the Custodian's, to obtain and read any applicable prospectus, private placement memorandum, offering circular or similar document (collectively, "Prospectus") prior to directing the Custodian to make an investment on behalf of the Account, and (b) it is the Account Owner's responsibility, and not the Custodian's, to comply with all provisions of the Prospectus.

2. The Custodian has no responsibilities for the selection, performance, continuation or sale of any assets, including without limitation, any assets transferred in kind, that the Custodian may agree to accept in the Account. The Custodian is under no duty to determine or disclose any risks associated with any investment. The Custodian is not responsible for performing any investigation or due diligence as to any investment or possible investment or any principals or risks involved with any investment. The Custodian is only responsible for the custody of funds and investments as provided hereunder. The Custodian reserves the right to refuse the custody of any investment, including refusing to accept any in-kind transfer of assets, for any reason in the Custodian's sole discretion and has no duty or obligation to disclose the reasons therefor. The fact that the Custodian has accepted an investment for custody in the Account shall not constitute an endorsement of the investment or the investment sponsor, and does not constitute the marketing or distribution of, or the raising of capital for, that investment. The Custodian shall have no duty or obligation to inquire into or

investigate the suitability or propriety of any direction of the Account Owner or the Account Owner's agent. The Custodian shall have no duty to review the assets held in an Account in any respect—including, but not limited to, the asset's suitability, legality, safety, risk, valuation, conduct by an investment's sponsor, or delays created by any third party—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 the Account Owner's authorized agent. The Custodian shall not have any responsibility or liability if any entity or counterparty or the broker/agent involved in an investment does not provide the Custodian a receipt or confirmation for/of such investment.

3. The Account Owner recognizes and agrees that certain investment directions may result in penalties or charges, potential distribution delays, loss of equity or other consequences adverse to the Account assets, and the Custodian is relieved from responsibility therefore. The Custodian shall not be held liable or otherwise accountable for losses related to actions by any third party, including, but not limited to losses incurred by reason of investment selections in accordance with directions or actions of a plan sponsor, any former custodian, servicer, administrator, or trustee (collectively, "Former Custodian"), the Account Owner or any of their respective agents, or of any broker.

4. The Custodian shall be empowered to: (a) collect any income generated from the assets and add such sums to the Account; (b) make payments, disbursements or distributions from the Account as directed by the Account Owner or the Account Owner's authorized agent, or as provided under the provisions of this Agreement; and (c) purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Account in such manner and upon such terms as instructed by the Account Owner or the Account Owner's authorized agent, and in conformity with the terms of this Agreement and applicable laws and regulations.

5. In such cases where the Account is established but not funded within ninety (90) days of the Account opening, the Custodian may close the Account.

6. The Account Owner hereby grants the Custodian explicit permission to deposit or arrange for deposit of any assets purchased or received by the Custodian for the benefit of the Account with the brokerage firm or other custodian of the Custodian's choice or as directed by the Account Owner in a separate account for the Account, or a nominee account, or in an account as IRA custodian for various IRAs. Said account will be in the name of the Custodian for the benefit of the Account Owner or a nominee name, provided that sufficient records shall be maintained to prevent the assets of the Account from being commingled with other property except in a common trust fund or common investment fund. The Account Owner shall retain the right to specify a specific brokerage house to use for said deposit of the Account Owner's particular securities. The Custodian is not liable for the actions of any broker and does not provide any recommendation or endorse any particular broker.

7. The Account Owner agrees that the Custodian may, but shall not be required to (unless required by applicable law), 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 the Custodian shall thereafter have no responsibility whatsoever with respect thereto.

8. The Account Owner acknowledges and agrees that, unless required by applicable law, the Custodian is not responsible for communicating, forwarding or notifying any party, including the Account Owner, with respect to any communication or matter that comes to the attention of or is received by the Custodian with respect to Account investments, and that the Account Owner is responsible for making separate arrangements for receiving such communications. Account Owner agrees that the Custodian has no duty to inform the Account Owner of any information on an asset held in the Account, including information the Custodian may have learned in connection with another account or client or from any other source.

9. The Account Owner acknowledges that the owner of any asset held in the Account is Millennium Trust Company, LLC, as Custodian of the Account, 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 Account other than through the Custodian, and Custodian is authorized to take any action necessary to provide 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.

10. By notifying the Custodian on a form acceptable to the Custodian, the Account Owner may delegate the investment responsibility for all of the Account to an authorized agent. The Custodian shall assume that such 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 Account until such time as (a) the Account Owner notifies the Custodian in writing that the Account Owner has appointed another agent or that the Account Owner has assumed sole responsibility for directing investment of the Account, or (b) the Custodian is officially notified of the death of the Account Owner. The Account Owner specifically acknowledges that any agent the Account Owner appoints is exclusively the Account Owner's agent and is not in any way an agent of the Custodian. The Account Owner further acknowledges that the Custodian does not endorse or perform any due diligence with respect to the Account Owner's selection of an agent. By appointing an agent pursuant to this paragraph, the Account Owner acknowledges and confirms that it is not relying on any representation by the Custodian regarding the Account Owner's selected agent.

11. The Custodian shall not be liable for the acts or omissions of the plan sponsor or its agent, or any Former Custodian, or any of their respective agents, or the Account Owner or any of the Account Owner's agents. The Custodian shall not have any responsibility or liability for any loss of income or of capital, or for any unusual expense that the Custodian may incur, relating to any investment, or to the sale or exchange of any asset that a plan sponsor or a Former Custodian, the Account Owner or the Account Owner's agent directs the Custodian to make or that is made or held under this Agreement, including without limitation the Initial Investment (as defined in Article XXI below) of the Account at the direction of a plan sponsor or a Former Custodian, if applicable. The Custodian is not, and will not act as, an investment advisor to the Account Owner and has no duty to question, review or investigate the Account Owner's or the Account Owner's agent's directions regarding the purchase, retention or sale of any asset. The Custodian 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 or to be performed by the plan sponsor or by a Former Custodian of any qualified plan or IRA that has transferred any assets to the Custodian or Account. Where the Account Owner and the Custodian have agreed that the Account Owner may give investment instructions for execution directly to a broker, any issues that arise with the broker shall be handled directly by the Account Owner. The Custodian shall not be liable to the Account Owner for any statements, representations, actions or inactions of any investment sponsor, broker or other salesperson or principal of any investment purchased for this Account. The Custodian shall not be liable to the Account Owner for any statements, representations, actions or inactions of any agent of the Account Owner.

12. In connection with certain investments, the Account Owner may execute certain ancillary documents. If the 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 non-performance of those services.

#### **Article X – Cash Sweep Program, Uninvested Funds, Compensation**

1. As provided in Article IX or Article XXI, if applicable, the funds in the Account were initially invested as the Custodian was directed. Such initial investment direction may have been to place funds in one or more Federal Deposit Insurance Corporation ("FDIC")-insured, interest-bearing bank demand accounts ("Bank Accounts") at banks that are not affiliated with the Custodian, until such time as the Account Owner shall direct otherwise. These Bank Accounts are made available through the Custodian's Cash Sweep Program (the "Program"). In addition, regardless of the initial investment, and unless the fee schedule applicable to the Account provides otherwise, the Account Owner or the Account Owner's authorized agent directs the Custodian to place any uninvested cash for which there is no other investment direction from the Account Owner or the Account Owner's authorized agent through the Program described herein.

2. The Program uses Bank Accounts at various unaffiliated banks to hold cash for the Account in order to avail the 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, cash held for the Account is automatically spread among Bank Accounts at unaffiliated banks participating in the Program in an effort to maximize the availability of FDIC insurance for the cash held in the Account. The banks and the number of banks in the Program will change over time and the Account will have some portion of its cash in the individual banks participating in the Program. The operation of placing and removing funds to or from the banks is automatic without any additional direction from the Account Owner. The maximum amount of cash that the Account Owner 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 uninvested cash in the Account exceed the Cap Amount, the Program will automatically invest the excess cash in the Federated Government Obligations Fund – Trust Shares, or such other funds as may be disclosed from time to time. The Cap Amount in effect from time to time and the Federated Government Obligations Fund – Trust Shares prospectus (or prospectus of such other fund) is available by contacting a Millennium Trust Client Service Representative.

3. 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. The Account Owner will not have an individual account at any participating bank. Rather, the Account funds deposited at a particular bank will be aggregated with the deposits of other Millennium Trust custodial clients that participate in the Program.

4. The Account Owner will receive a net amount of interest credited to the Account expressed as an annual percentage of the average cash balance attributable to the Account in the Program for the applicable month, which is referred to as the "Crediting Rate." The Crediting Rate is reviewed periodically and may be revised prospectively by the Custodian. The Crediting Rate is based on interest on the amounts held 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, and will vary over time. 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. In addition to the fees charged by the Custodian and described in Article XI, the Custodian receives compensation for servicing and administering the Program and rendering other services in connection with custody of the Account. The amount of compensation received by the Custodian under the Program for any monthly period equals the difference



between (a) the interest paid by such unaffiliated banks on the average cash balance attributable to the Account for such month, less (b) the net interest that the Custodian credits to the Account based on the Crediting Rate in effect for that month. Account Owner may request the current Bank Account interest rates, a list of banks participating in the Program and the 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.

5. 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 Agreement. Note that if the Account (not the Account Owner individually) is invested in certificates of deposit ("CDs") or other bank accounts at one or more of the banks used by the Account in the Program, those accounts will reduce the amount of FDIC insurance available at such bank or banks to the Account under the Program.

6. In some cases, the fee schedule applicable to the Account may state that a money market mutual fund (the "Fund") shall be made available for the investment of otherwise uninvested cash for which there is no other investment direction from the Account Owner. In these instances, the Account Owner, having had the opportunity to review the Fund prospectus, directs the Custodian to invest such cash in the Fund. Account Owner can find the current rate being paid by the Fund and obtain the prospectus for the Fund by contacting a Millennium Trust Client Service Representative.

7. The Fund is not FDIC-insured, is not guaranteed by the federal government or any government agency, and does not have a bank guarantee. Although the Fund will seek to maintain a stable \$1 unit value, the Fund may lose value. Carefully read the Fund prospectus if the Account will have cash invested in the Fund. The Fund used for uninvested cash pursuant to this paragraph may change from time to time and Account Owner will receive notice if such change occurs.

8. The Custodian may receive compensation in addition to the compensation described elsewhere in this Article from certain mutual fund investments, stable value investments, or other investments in return for providing service and administration, shareholder, recordkeeping or other services.

#### Article XI – Expenses and Fees

1. All fees provided for in the IRA fee schedule for, or as otherwise disclosed applicable to, the Account and any costs, charges, expenses, and taxes (collectively, "expenses") incurred by the Custodian in the administration of the Account (including legal fees and compensation of other agents) shall be charged to and paid from funds available in the Account by the Custodian or paid by the Account Owner. Payment of fees and expenses by the Account Owner may constitute contributions to the Account subject to the limitations described in Article I, and the Account Owner should consult with the Account Owner's own tax and legal advisors to determine potential tax consequences of any such payment of fees and expenses. The Custodian shall have the authority to liquidate any and all of the Account Owner's Account assets at its discretion in order to cover any unpaid fees and expenses, and the Account Owner agrees that the Custodian has no liability for any adverse consequences that result. The Custodian reserves the right to discount or waive any of its fees within its discretion to certain Account Owners without notice thereof to the Account Owner. Any instance of discounting or waiving fees by the Custodian shall not restrict the Custodian's ability to reinstate fees and expenses as provided in this Article XI.

2. The Account Owner acknowledges that the Account Owner has had the opportunity to review the IRA fee schedule for the Account. The Custodian may amend the IRA fee schedule by providing notice pursuant to this Article XI. Any such IRA fee schedule amendment shall be deemed effective on the date stated in such amendment, unless the Account Owner objects thereto by notifying the Custodian, in writing, within thirty (30) calendar days from the date the notice of amendment is delivered, in which case, the Account Owner and Custodian agree that the Account will be closed. If the Account Owner does not object in writing within thirty (30) calendar days from the date the notice is delivered or deemed delivered, the Account Owner shall be deemed to have consented to such IRA fee schedule amendment. Notice of amendments may be provided electronically, provided that Account Owner has consented to electronic delivery thereof. Otherwise, notice of amendments will be sent to Account Owner at Account Owner's Address (as defined in Article XIV of this Agreement).

3. If the Account Owner has furnished the Custodian with a valid credit card account and information, or with the Account Owner's bank account information, as applicable, the Account Owner authorizes the Custodian to charge such card or debit such bank account, as applicable, its fees and expenses as provided in this Article. The Custodian shall charge such card or debit such bank account, as applicable, for any annual maintenance fee or other recurring fees. Other fees, including but not limited to the termination or closing fee, transaction fees, and reimbursable expenses, will 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 or debited from the bank account, as applicable. 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, or, in the case of a bank account, 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. If such credit card account expires or otherwise ceases to be valid, or 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 either a valid credit card account or the required information to debit one 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 charge or debit cannot be consummated, the Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article.

#### Article XII – Distributions

1. Distributions from the 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, state escheatment law, 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, law or levy.

2. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian, including an online form. The Custodian may make any payment or distribution required or authorized hereunder by mailing a check or other property to the Account Owner at the Account Owner's Address (as defined in Article XIV of this Agreement) or by ACH or by Fedwire or other electronic transfer as instructed by the Account Owner or by any other method permitted by the Account Owner from time to time. 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 such payment hereunder.

3. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal taxes and penalties.

#### Article XIII – Records, Reports, and Valuation of Accounts

1. The Custodian shall furnish or cause to be furnished to the Account Owner a statement at least annually concerning the status of the Account. Account statements may be provided electronically, provided that the Account Owner has consented to electronic delivery thereof.

2. The Custodian may grant online account access to the Account Owner or the Account Owner's authorized agent through the Custodian's website. By utilizing the Custodian's website, the Account Owner is deemed to acknowledge and agree to the Custodian's Terms of Use and Terms of Service (or any similar terms that may be in effect from time to time) for the Custodian's website, as may be in effect from time to time. The Account Owner recognizes and agrees that information available online may not be provided in real time and that the Custodian shall not be responsible or liable for any actions or omissions taken by the Account Owner or the Account Owner's agent in reliance on information available through the Custodian's website.

3. The Account Owner shall have forty-five (45) days after either (a) the date of mailing of a paper Account statement or (b) the date of electronic delivery of an Account statement (or, if delivered via both mail and electronic delivery, whichever is earlier) to file any written objections or exceptions with the Custodian. The failure to file any objections or exceptions within said 45-day period shall signify the Account Owner's approval of the statement and preclude the Account Owner from making future claims, objections or exceptions regarding the statement or any transactions or information reflected therein. Such approval by the Account Owner shall be a full release and discharge of Custodian regarding the transactions and information on such statement.

4. (a) A statement of fair market value ("FMV") of the Account shall be transmitted to the Account Owner by January 31 of each year, reflecting the FMV of the Account as of December 31 of the previous year.

(b) With respect to 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 and does not guarantee their accuracy and shall not be liable for its good-faith reliance on those quotation services. Where a brokerage account (including an account that is used to trade in futures) is held as an asset of the Account, the FMV shall reflect only the total value of the brokerage account as reported by the brokerage firm to the Custodian for that Account.

(c) With respect to Alternative Assets (as defined below), the Account Owner (if permitted by this Agreement) or another party (the "Valuation Agent") chosen by the Account Owner and identified in writing as such to the Custodian, must provide the FMV of such Alternative Assets to the Custodian at the time the Account Owner directs the Custodian to acquire such Alternative Asset for the Account and, with respect to the FMV of such Alternative Asset as of December 31 of each year (the "December 31 FMV"), by the fifteenth (15th) business day in January (the "Cut-off Date") of the following year. For purposes of this Agreement, "Alternative Assets" means 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, and interests in certain entities, including but not limited to limited liability companies, limited partnerships, private equity funds and hedge funds. For purposes of this Agreement, the term "Alternative Assets" also includes a brokerage account (including an account that is used to trade in futures) that is held as an asset of the Account. The Account Owner agrees that:

(i) For Alternative Assets such as limited liability companies, limited partnerships, private equity funds, hedge funds, and other similar entities, the Account Owner directs the Custodian to accept the FMV for any such Alternative Asset held in the Account from the investment entity itself and hereby appoints each such entity (the "Investment Sponsor") as the Valuation Agent for the Account's investment in the entity itself. The Account Owner shall cooperate with the Custodian to cause each Valuation Agent 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 Cut-off Date. Failure of any Valuation Agent, including any Investment Sponsor, to provide a timely valuation shall be the sole responsibility of the Account Owner, and the Custodian shall not be required to take any steps to secure an updated FMV for the Account. For a brokerage account (including an account that is used to trade in futures), the December 31 FMV shall be the total value of the brokerage account as of December 31 reported by the brokerage firm to the Custodian on or before the Cut-off Date.

(ii) 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 plus capitalized interest to the extent available; and (b) an investment that represents an interest in future insurance proceeds shall be valued at its purchase price less the value of payments received by the Custodian.

(iii) The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by the Account Owner (if permitted by this Agreement) 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 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 valuation. Due to the nature of Alternative Assets and the manner in which their valuations are reported to the Custodian, the Custodian cannot be, and is not, responsible for their accuracy and such valuations may not be as of the date of the Account statement or online account viewing. Valuations for Alternative Assets from any source should not be solely relied upon by the Account Owner or the Account Owner's agent for making purchase, investment or sale decisions; the Account Owner and any agent of the Account Owner should consider whether to take additional steps to substantiate the then current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

(iv) The Custodian shall have no duty or responsibility to solicit any valuation for any Alternative Asset, including the December 31 FMV, from either the Account Owner or the Valuation Agent. If the Custodian does not receive a December 31 FMV for an Alternative Asset for any year by the Cut-off Date, the Account Owner hereby directs the Custodian to use as the December 31 FMV for such year, the last FMV provided to the Custodian, or if none, the original purchase price (each, as the case may be, the "Last Value").

(v) 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, (A) the Custodian may, but shall not be required to, 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 IRC section 401(a)(9)); 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, and 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 IRC section 401(a)(9), with any Alternative Assets valued at the Last Value, either (x) 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; (y) if a December 31 FMV needed for the calculation of a required minimum distribution has not been supplied to the Custodian; or (z) 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, and the cost of such appraisal shall be paid from the Account.

(d) The Custodian shall have no responsibility or liability for acting in reliance on a FMV reported by the Account Owner or any Valuation Agent (including any Investment Sponsor) or for the accuracy of a required minimum distribution calculated based upon the December 31 FMV of an Alternative Asset.

(e) The Account Owner shall indemnify and hold the Custodian harmless from 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.

5. 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 or investment will be sent by the Custodian from the Account and delivered to the seller, issuer or Investment Sponsor of the Alternative Asset. Where the Alternative Asset is an entity, the 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, the 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.

6. The Custodian from time to time may receive various reports such as statements, valuation reports, annual reports, audited financial statements, amendments to offering memoranda, prospectuses or similar documents, IRS Form K-1s and the like related to Alternative Assets (collectively, "Asset Reports"). It shall be the Account Owner's responsibility to obtain such Asset Reports from a source other than the Custodian. The Custodian shall not forward Asset Reports to the Account Owner. The Account Owner agrees that it is the responsibility of the Account Owner to (i) review such Asset Reports, (ii) know what Asset Reports are due and when from each Alternative Asset in the Account, and (iii) follow up with the sponsor of 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 XIV – Notices, Electronic Signature and Transactions

1. Any notice required or permitted under this Agreement must be in writing and will be effective and deemed delivered upon the earliest of (a) actual receipt, (b) five (5) business days following deposit into the United States Mail, (c) the next business day following deposit with a nationally recognized overnight courier service, and (d) the day of transmission of an electronic mail message ("E-mail") or legible facsimile copy, in each case, if received on or before 5:00 pm Central Time on a business day (or if received after 5:00 pm on a day that is not a business day, the next business day); with delivery fees or postage prepaid, as applicable, and, in each case, addressed to (a) the Account Owner at the Account Owner's last known address contained in the records of the Custodian, which may be (1) the address provided by the Account Owner, (2) if the Account Owner has not provided an address, an address provided by a plan sponsor or Former Custodian, if applicable, or (3) in the event the Custodian reasonably determines through the use of a commercial address locator service that the Account Owner no longer resides at an address provided as described under clause (a)(1) or (2) of this sentence, the Account Owner's most recent or likely address, as provided by such commercial address locator service ("Account Owner's Address"), or (b) the Custodian at its place of business, or at such other address as the Custodian may notify the other of from time to time in accordance with this Article. The Custodian shall not be liable for its good faith reliance on an address, or any information with respect thereto, provided by any commercial address locator service. 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. The Custodian is entitled to rely on the information disclosed to it until it has received written notice of a change in such information and has had a reasonable period of time to react thereto.

2. 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, and the Custodian will be relieved of any liability or responsibility for the sufficiency thereof as long as it purports on its face to be such receipt, affidavit, notice or other paper or agreement and executed by such person as required by this Agreement.

3. If the Account Owner has consented to the terms and conditions of the Custodian's consent to conduct transactions electronically and to receive electronic delivery of notices and disclosures, as may be in effect from time to time, (the "Electronic Disclosure"), or if the Account Owner accesses the Account through the Custodian's online account access and has instructed the Custodian to deliver notices and disclosures electronically, the Account Owner has agreed that: (a) all Account statements, disclosures, Account Owner directions and transactions, and notices to the Account Owner will be provided electronically as described in the Electronic Disclosure; and (b) the Account Owner's or the Account Owner's authorized agent's use of an electronic signature serves as an "original" signature and will bind the Account Owner to the terms of any document executed by the 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 Account Owner's Address by regular mail or as otherwise permitted by applicable law, and for purposes of this Agreement shall be considered delivered as provided in the first paragraph of this Article.

#### **Article XV – Taxes**

1. **Prohibited Transactions.** Certain transactions are deemed to be "prohibited transactions" in IRAs under IRC section 4975. The determination of a prohibited transaction depends on the facts and circumstances of the particular transaction. Generally, a prohibited transaction involves a transaction between the IRA and the Account Owner or other disqualified persons, or a misuse of the IRA by the Account Owner or other fiduciary. Examples of prohibited transactions include: (a) taking a loan from the IRA; (b) personal use of real estate held within the IRA; (c) the Account Owner's personal receipt of commissions based on or due to IRA investments; and (d) the IRA's purchasing property directly from the Account Owner or other disqualified persons, such as family members. If the 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. The Custodian shall not be 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 for alerting the Account Owner to actions that may lead to or involve a prohibited transaction. The Account Owner acknowledges and agrees 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 Account or its assets or income constitutes a prohibited transaction. The Account Owner will consult with tax or legal professionals to determine whether any IRA investment and any transaction concerning the Account or its assets or income will create a prohibited transaction. The 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, 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 assets from the Account. 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, and the receipt or acceptance of such a certification by the Custodian is not an acknowledgement by the Custodian that no prohibited transaction exists.

If the Account Owner pledges any portion of the IRA as collateral for a loan, such pledge could constitute a prohibited transaction, and the amount pledged will be treated as an IRA distribution that must be included in the Account Owner's gross income. The Custodian shall not be responsible for and the Account Owner agrees to indemnify the Custodian 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 prohibited transaction.

2. **Listed Transactions and Reportable Transactions.** 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 IRC and regulations or other pronouncements by the United States Treasury and/or IRS, 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 the Account Owner's 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 listed or reportable transaction, and to direct the Custodian to any necessary corrective action to be taken by the Account. The Custodian shall not be responsible for and the Account Owner agrees to indemnify the Custodian for any adverse consequences, including 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.

3. **Excise Taxes and Unrelated Business Income Tax.** The Custodian shall have no responsibility for determining whether an 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 that is subject to federal unrelated business income tax ("UBIT"). 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 Account Owner 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. If the Account Owner has directed a third party to send such information directly to the Custodian, 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 timely file Form 990-T and pay any UBIT, or fails to timely request that the Custodian file Form 990-T on the Account Owner's behalf and pay the UBIT, the Account Owner agrees to indemnify the Custodian for any liability incurred due to failure to file and pay the UBIT.

#### **Article XVI – 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 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 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 to decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.

2. 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.

3. The Custodian may perform any and all other acts that in its judgment may be necessary or appropriate for the proper administration of the Account. In the performance of its duties and responsibilities under this Agreement, the Custodian may employ such agents and vendors as it deems appropriate without notice to the Account Owner.

4. The Custodian may, but shall not be obligated to, pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the Account out of the assets of the Account upon such information or direction as it may require. Before making any payment, the Custodian may also 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.

5. 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 Account, and if a request for direction is made, the Custodian shall incur no liability for following the Account Owner's or the Account Owner's agent'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 Account, to seek a direction or approval of its actions from a court of competent jurisdiction whenever the Custodian shall in its sole discretion deem it appropriate.

6. 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 other advisor on the Account, the Account Owner authorizes the 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.

#### **Article XVII – Designation of Beneficiaries**

1. At any time, the Account Owner shall have the right to designate one or more beneficiaries to whom distribution of the balance of the Account shall be made in the event of the Account Owner's death prior to the complete distribution of the 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 prior to the Account Owner's death, and, except to the extent provided in the immediately following sentence, shall be automatically revoked upon receipt by the Custodian of a subsequent beneficiary designation from the Account Owner 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.

2. 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 estate of the Account Owner, the Custodian reserves the right to request from the beneficiary or estate of the Account Owner, indemnification and discharge from any liability.

3. If no beneficiary should survive the Account Owner, or all beneficiaries renounce their rights to receive any benefit from the 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 Account 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 Account Owner's estate, through the estate's executor or other legal representative;

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), or 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 Account pursuant to the provisions of this Article, the Custodian shall be fully and forever discharged from all liabilities respecting such Account.

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

1. 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 Account.
2. No interest in the Account shall be liable in any manner for the debts, defaults, obligations or liabilities of the Account Owner or the Account Owner's beneficiaries, spouse, or heirs-at-law.
3. 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 XIX – No Duty to Monitor Contributions**

1. The Custodian shall not be responsible in any way for determining the amount or validity of the rollover contribution from any retirement plan. The Custodian shall not be responsible for determining whether contributions to the Account are within limits described above in Article I or for any excise tax that may be imposed for excess contributions. Further, the Custodian shall not be responsible for ensuring that contributions are made to the Account.
2. If the Account is, or becomes, a SEP IRA within the meaning of IRC section 408(k) that may receive contributions from the Account Owner's employer, 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 Account required under the Account Owner's SEP IRA plan. The Custodian is not responsible for monitoring the employer's contributions to the Account or notifying Account Owner of the employer's contributions. The Account Owner is responsible for contacting the employer regarding any employer contributions and monitoring those contributions.

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

1. The Custodian may be removed by the Account Owner upon giving thirty (30) days' prior written notice to the Custodian. Such removal shall be accomplished by the Account Owner by delivering a written instrument to the Custodian in a form acceptable to the Custodian either directing distribution of the assets in the Account or by the acceptance of the assets by a Successor Custodian (as defined below) endorsed thereon. It is the responsibility of the Account Owner to determine and ensure that any 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.
2. The 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. If the Account Owner fails to select a Successor Custodian or direct a distribution, after the thirty (30) days' written notice of resignation or removal is delivered or deemed delivered, the Custodian is hereby authorized to: (1) distribute the Account to the Account Owner or the beneficiaries regardless of any possible tax consequences; or (2) appoint a Successor Custodian and to distribute the assets in the Account to such Successor Custodian.
3. Any successor custodian of the Account, whether by removal by the Account Owner or resignation by the Custodian shall be referred to as the "Successor Custodian." After a Successor Custodian has been appointed, the Custodian shall continue to hold and exercise the powers conferred in this Agreement necessary for the transfer and delivery of the Account assets to the Account Owner or Successor Custodian. The Custodian shall also be entitled to withhold from the Account assets such reasonable amounts as it may deem necessary to provide for any compensation due it, to pay taxes, including any withholding, plus

expenses incurred in the termination, transfer and delivery of the Account assets to the Successor Custodian or Account Owner, and amounts for other liabilities as may be chargeable against the Account. The Custodian shall be reimbursed by the Account Owner or the Successor Custodian for any deficiency in the amounts so withheld if they prove to be insufficient for such settlement of accounts. The Custodian reserves the right to withhold reasonable fees and expenses for handling assets that it may receive after the Account has been closed or transferred.

4. A 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 Account assets to the Successor Custodian shall constitute a full and complete discharge of liability for the Custodian with respect to the Account Owner or any Successor Custodian unless it is notified by the Account Owner or the Successor Custodian within forty-five (45) days from the date of resignation or removal of irregularities in its custodianship.

5. 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 the Account Owner, or if the Account Owner is deceased, the beneficiaries thereof, hereby consents that such entity shall become the Custodian of the Account with all of the duties and rights set forth in this Agreement.

6. If the Former Custodian of the Account has resigned and Millennium Trust was appointed as the new Custodian, the Custodian has acquired all of the powers conferred upon the Former Custodian, but, notwithstanding any provision of this Agreement to the contrary: (i) the Custodian is not liable for any act or failure to act of any Former Custodian; (ii) the Custodian has no duty to review the acts or omissions of any Former Custodian; (iii) the Custodian has no duty to review the assets of the Account delivered to it as the new Custodian; and (iv) by virtue of its acceptance of its appointment as the new Custodian, the Custodian is not rendering, and shall not be deemed to render, any investment, legal or tax advice with respect to the Account or any assets held in the Account, including as to whether any of the assets of the Account Owner qualify to be held in an IRA.

#### **Article XXI – Automatic Rollovers**

1. If this Account was established pursuant to an agreement between the Custodian, or the Former Custodian (if applicable), and the plan sponsor and/or plan administrator of a retirement plan ("plan sponsor") to create an automatic rollover IRA within the meaning of IRC section 401(a)(31)(B) ("automatic rollover agreement"), then the provisions in this Article XXI also apply to this Agreement. Under such automatic rollover agreement, the plan sponsor had the sole responsibility to (a) direct the initial investment of the funds in each IRA, and (b) determine that the investment selected by the plan sponsor satisfies the fiduciary responsibility provisions of 404(a) of the Employee Retirement Income Security Act of 1974, as amended, and Title 29 of the Code of Federal Regulations section 2550.404a-2 or 404a-3, as applicable, and in accordance with IRC section 401(a)(31)(B).
2. In accordance with the automatic rollover agreement, the plan sponsor made a distribution in a direct rollover to the Custodian, or a Former Custodian (if applicable), on behalf of a former participant, beneficiary, or alternate payee in the plan who did not elect to have such a distribution paid directly to an eligible retirement plan in a direct rollover or to receive the distribution directly in accordance with the terms of the plan. This Agreement governs the Account established with the Custodian by the plan sponsor, or the Former Custodian (if applicable), including the plan sponsor's, or Former Custodian's (if applicable), direction with respect to the initial investment of the Account ("Initial Investment") acting in the name of, on behalf of and for the benefit of the Account Owner for whom the direct rollover was made.
3. The Custodian is authorized and empowered to receive from the retirement plan in which the Account Owner was formerly a participant, or the Former Custodian (if applicable), the funds to be invested in the Account in the Initial Investment. Notwithstanding anything herein to the contrary, the Custodian has invested the funds in the Initial Investment as directed by the plan sponsor, or the Former Custodian (if applicable), and the provisions of this Agreement shall govern the investment of the Account until such time as the Account Owner or the Account Owner's authorized agent shall direct the Custodian to invest such sums or assets in other investments as provided hereunder.
4. If the Initial Investment is in the Program, the provisions of Article X will govern. In addition, for Accounts to which the provisions of this Article XXI apply, the Crediting Rate for any period will exceed the national average of interest rates paid by FDIC-insured depository institutions on savings or similar accounts for that period, as published by the FDIC. If the Initial Investment is in an individual annuity contract, notwithstanding Article XVII, the Account is designated the owner and beneficiary of the annuity contract.
5. Account Owner information was provided by the plan sponsor, or the Former Custodian (if applicable), from the most recent records of the plan sponsor and employer, or the Former Custodian, as applicable. The Custodian shall provide all services as described herein based upon the Account Owner information provided by the plan sponsor, or the Former Custodian (if applicable), as the same may be updated from time to time under Article XIV above. To the extent the Account Owner has not provided any updates to Account Owner information provided by the plan sponsor, or the Former Custodian (if applicable), the Custodian may use and rely on the Account Owner information provided by the plan sponsor or the

Former Custodian (if applicable). The Custodian shall be fully protected in relying on the accuracy of the Account Owner information provided by the plan sponsor, the Former Custodian (if applicable), and the Account Owner, and the Custodian shall not be responsible for any losses, damages, taxes, interest, penalties or other similar expenses resulting from the plan sponsor's, the Former Custodian's (if applicable), or the Account Owner's failure to provide the Custodian with accurate, complete and updated information. Pursuant to this Agreement, the Custodian provides services solely in the capacity of a directed custodian.

#### **Article XXII – Hold Harmless and Indemnification**

1. The Custodian will be under no duty to take any action other than as herein specified with respect to the Account unless the Account Owner or the Account Owner's authorized agent furnishes the Custodian with instructions in proper form. Notwithstanding any other provisions of this Agreement to the contrary, 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. The Custodian is not liable in any manner, including for losses or negative balances, due to the investment decisions of the Account Owner or the Account Owner's agent.

2. In consideration of the Custodian's continued maintenance of the Account and other valuable consideration, the sufficiency of which is hereby acknowledged, the Account Owner, on behalf of the Account Owner and the Account Owner's representatives, successors and assigns, hereby agrees at all times to fully indemnify and hold the 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 not act provided by the Account Owner or the Account Owner's agent, including withdrawals and investment instructions; and (iii) the prosecution or defense of any legal action involving the Account including, without limitation, claims asserted by the Account Owner; 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 Account. The indemnification obligations of the Account Owner will survive the termination of the Agreement.

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

1. The Account Owner, Account Owner's representatives and agents or beneficiaries and the Custodian must first attempt in good faith to resolve by negotiation any dispute that in any way arises out of or relates to this Agreement. In the event that the parties are unable to resolve their dispute by negotiation, any controversy, claim, counterclaim, cross claim, or other dispute arising out of or relating to the Account or this Agreement, or the breach, termination, interpretation or validity thereof, including any challenge to the making of this Agreement or the determination of the scope or applicability or enforceability of this Agreement to arbitrate, whether sounding in tort, contract, equity, statute or otherwise, 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 ACCOUNT OWNER WAIVES THE RIGHT TO A JURY TRIAL.

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

3. If the Account Owner, Account Owner's representatives and agents, or beneficiaries file an arbitration claim against the Custodian, the proceedings and hearings in the case will take place only in Chicago, Illinois, to the exclusion of any other venue or forum, 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 claimant 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.

4. The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures, as may be in effect from time to time ("JAMS Rules"). The parties acknowledge that the Account Owner is an investor, not a consumer, and this Agreement concerns investment transactions in an Account that are controlled by the Account Owner. Therefore, the parties specifically agree and acknowledge that the JAMS Consumer Arbitration Minimum Standards do not and shall not apply to any arbitration that arises from this Article. This includes, but is not limited to, any provisions of the JAMS Consumer Arbitration Minimum Standards that allocate the costs and fees associated with the arbitration, that set the venue for the arbitration, or any other provision of those Standards that conflicts with the terms of this Agreement.

5. In the event of an arbitration, certain fees, expenses and costs will be required to be paid by the Account Owner 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 JAMS Rules and discovery protocols of JAMS. Motions for summary disposition of a particular claim or issue will be permitted to the greatest extent allowed by the JAMS Rules.

6. Any arbitration award will not include factual findings or conclusions of law, and no consequential, punitive, indirect, incidental, exemplary or special 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 the Account Owner's representatives and agents or beneficiaries agree that claims and disputes may only be brought to arbitration in the Account Owner's 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.

#### **Article XXIV – Account Owner Representations**

The Account Owner represents and warrants that any information given or that will be given with respect to this Account is complete and accurate. Further, the Account Owner agrees that any directions the Account Owner or the Account Owner's agent give the Custodian, or any actions the Account Owner or the Account Owner's 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 agent actions, or failures to act of both. The 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 XXV – Applicable Law**

1. All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Illinois. Any controversies, claims, counterclaims, crossclaims, or disputes arising out of or in any way related to this Agreement or the Account, whether sounding in tort, contract, equity, or statute, shall be governed by the laws of the State of Illinois, without reference to that state's conflict of law rules or principles. 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 thereafter to enforce each and every such provision.

2. Reference to all laws, rules and regulations, including the IRC regulations promulgated thereunder, are to such laws, rules and regulations as may be in effect 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.

3. The Custodian performs the duties of a directed custodian, and as such does not provide due diligence to third parties on prospective investments, platforms, sponsors or service providers, and does not offer or sell investments or provide investment, legal or tax advice.