ASPIRE
Powered by PCS Retirement®

403(b)(7) ACCOUNT APPLICATION AND AGREEMENT

CUSTODIAN - AdvisorTrust, Inc.

403(b)(7) ACCOUNT APPLICATION CHECKLIST

To establish a new participant account, it is important to adhere to the procedures listed below:

403(b)(7) Account Application and Agreement

STEP 1 **Participant Information**: ALL information is REQUIRED. Please include a valid email address to which Aspire can send important account information.

STEP 2 **Beneficiary Designation:** Please indicate who will receive the value of your retirement account should you die. If your Spouse is not your primary beneficiary, please have your Spouse sign in the designated area and have the form notarized. If you do not name a beneficiary, your estate is the beneficiary, which could lead to additional taxation and accelerated distributions.

STEP 3 **Appointment of Financial Professional:** If you are working with a Financial Professional please complete this section. Please read and acknowledge the permissions you give your Financial Professional.

If you choose to self-direct your account, do not complete this section.

STEP 4 **Account Investment Election Form:** Your Investment Choices: Include the ticker symbol, fund name, and allocation percentages. If you are working with a Financial Professional, discuss share class choices with them. Check with your Financial Professional or a respective Fund Company to see if the selected investment can be purchased with the load waived.

STEP 5 **Financial Professional & Investment Strategist Payment Information:** If you are working with a Financial Professional, please complete this section.

Financial Professional Information: In order to be compensated please include all payment and advisory fee information.

If you choose to self-direct your account, do not complete this section.

STEP 6 **Participant Agreement:** Please read and acknowledge the account agreement and fee disclosure.

Please send your completed forms to the following address:

Email:
ipxenrollments@pcsretirement.com

Fax:
(720) 739-4711

Thank you for choosing Aspire.

403(b)(7) Account Application and Agreement

CUSTODIAL ACCOUNT

Plan ID # _____ Plan ID is not required.

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

What this means for you: When you open an account, we need to capture certain information that allows us to verify your identity. The following information needs to be provided on this application for all individuals who will be the registered owner or co-owner of an account, acting pursuant to a Power of Attorney or will be signing on behalf of a legal entity that will own the account.

STEP 1 PARTICIPANT INFORMATION

First Name _____ Last Name _____ M.I. _____

Social Security Number _____ Date of Birth (month | day | year) _____ Date of Hire (month | day | year) _____

Home/Legal Street Address (P.O. Boxes **not** accepted) _____

City _____ State _____ Zip _____

Mailing Address (P.O. Boxes accepted) _____

Home Telephone Number _____ Business Telephone Number _____ Cellular Telephone Number _____

Email Address* _____

Mother's Maiden Name _____ If known by another name please specify _____

◯ Driver's License ◯ Passport ◯ State ID ID Number _____ Place of Issuance _____ Expiration Date _____

Country(ies) of Citizenship (must list all) _____ Country of Legal Residence _____

Marital Status: ◯ Single ◯ Married Number of Dependents: # _____

Employer/Plan Name (required) _____ Occupation/Position _____

Employer Contact Person _____ Employer Telephone Number _____

City _____ State _____ Zip _____

* By providing an e-mail address, Participant represents and warrants that he/she has the ability to receive and consents to the electronic delivery of all investment-related and Account-related information and notices at the provided e-mail address. Electronic delivery may include, but is not limited to, e-mailed copies of, or internet links to, documents in PDF format. Investment-related and Account-related information and notice may include, but is not limited to, fund prospectuses, tax notices, account statements, confirmations of statements, Account access passwords, etc. Participants consent will be in effect until revoked. Participant may request no-cost written copies of any electronically delivered documents and/or may revoke his/her consent to electronic delivery by contacting Aspire.

Email the completed form to: ipxenrollments@pcsretirement.com **Questions?** Call Client Services at (833) 264-1502, M - F, 9:30 am - 6:30 pm EST

STEP 2 BENEFICIARY DESIGNATION

If additional Beneficiary(ies) are desired, please make a copy of this page to provide additional Beneficiary(ies) information. If the Participant is married and designates someone other than his/her spouse as Primary Beneficiary, the notarized signature of the Participant's spouse is required. I designate the following person(s) or entity(ies) below as my beneficiary(ies) to receive payment of the value of my retirement account upon my death.

_____ (Must be completed)
Date Completed (month | day | year)

☐ Primary ☐ Contingent

_____
Beneficiary's Name (first, middle, last) or Entity Name

_____
Home/Legal Street Address (P.O. Boxes **not** accepted)

_____ _____ _____
City State Zip

_____ _____ _____
Daytime Telephone Number Evening Telephone Number Email Address

_____ _____ _____ _____
Social Security Number Date of Birth (month | day | year) Percentage Share Relationship to Participant

☐ Primary ☐ Contingent

_____
Beneficiary's Name (first, middle, last) or Entity Name

_____
Home/Legal Street Address (P.O. Boxes **not** accepted)

_____ _____ _____
City State Zip

_____ _____ _____
Daytime Telephone Number Evening Telephone Number Email Address

_____ _____ _____ _____
Social Security Number Date of Birth (month | day | year) Percentage Share Relationship to Participant

Participant understands that, if no beneficiary survives the Participant, the Participant's estate will be the sole beneficiary for the Account. Participant understands that, if Participant fails to indicate share percentages, all benefits will be divided equally among the primary beneficiaries (or contingent beneficiaries, if no primary beneficiary remains). Participant understands that the Participant may change or revoke this designation at any time by completing a new Beneficiary Designation form during the Participant's lifetime with Aspire. It will become effective when Aspire receives it. Completion of this form will revoke any prior beneficiary designations made for the account.

If Participant does not designate his/her spouse as the sole Primary Beneficiary, Participant represents and warrants that the Participant's spouse has consented to such designation.

Spousal Waiver: By signing below, the spouse of the Participant acknowledges (1) that he/she is the spouse of the Participant; (2) that he/she has received a fair and reasonable disclosure of the Participant's property and financial obligations; (3) that he/she has been advised to see a tax professional due to the important financial and tax consequences of giving up his/her interest in the Account; and (4) that neither Aspire nor the custodian of the Account has provided the Participant's spouse with any tax, legal, or investment advice. By signing below, the spouse of the Participant hereby gives the Participant any interest the spouse has in the assets of the Account; consents to the beneficiary designations indicated above; and assumes full responsibility for any adverse consequences that may result.

_____
Spouse Name

▶ _____ _____
Spouse Signature Date (month | day | year)

_____ _____
Notary Name Commission Expiration Date (month | day | year)

_____ _____ Notary Seal
County State

▶ _____
Notary Signature

Signed before me _____
Date (month | day | year)

STEP 3 APPOINTMENT OF FINANCIAL PROFESSIONAL

☐ Participant Chooses to appoint a Financial Professional to the account established under this 403(b)(7) Application & Agreement Form. If this section is not completed the Participant has chosen to self-direct the account established under this 403(b)(7) Application & Agreement Form.

PARTICIPANT AUTHORIZATION

By granting a Financial Professional Account Access or Account Access and Limited Trading Authority below, Participant acknowledges and agrees that Financial Professional acts as agent of the Participant with regard to the Account; that the Financial Professional will be bound by all terms that govern the Account; and that neither Aspire nor its agents assumes any responsibility for reviewing or monitoring the activity of the Financial Professional with regard to the Account.

Participant designates the Financial Professional listed below at act as the Participant's Financial Professional to exercise all rights and powers set forth herein with respect to the Account(s). Participant may revoke this authorization by notifying Aspire in writing, but such notification will not affect the participant's responsibility for any actions of the Financial Professional prior to Aspire's receipt and processing of the Notification. Participant, authorizes Aspire, to pay the Financial Professional from assets held in the account registered in the Participant's name any fees/commissions("compensation") due to the Financial Professional. Payment of compensation will be billed quarterly in arrears. Compensation shall be determined based on the value of the assets held in the account registered in the Participant's name at the end of each quarter. This authorization will remain in full force and effect until Aspire shall have received from the Participant written notice of its revocation signed by the Participant. The authorization shall extend to the benefit of Aspire's successors and assigns.

To the extent that the Financial Professional's broker-dealer or advisory firm directs Aspire to remove and/or replace the Financial Professional as the designated Financial Professional of the Account, Participant authorizes Aspire to act on such direction.

POWERS PARTICIPANT GRANTS FINANCIAL PROFESSIONAL (Please Check One)

☐ **Account Access:** Participant appoints the Financial Professional and firm designated below as the Financial Professional for the Account. Participant grants the Financial Professional access to the records of the Account and directs Aspire to provide the Financial Professional with access to these records. Participant acknowledges and agrees that Participant remains solely and exclusively responsible for directing the investment of the Account and that this grant of Account Access does not authorize the Financial Professional to direct investment of the Account or exercise any discretionary authority over the Account. Further, this grant of Account Access does not authorize the Financial Professional to transfer, withdraw, or disburse money or assets from the Account except in connection with the assessment of applicable fees.

☐ **Account Access and Limited Trading Authority:** Participant appoints the Financial Professional and firm designated below as the Financial Professional for the Account. Participant grants the Financial Professional access to the records of the Account and directs Aspire to provide the Financial Professional with access to these records. Further, Participant authorizes the Financial Professional to direct investment of the Account and directs Aspire to act on instructions of the Financial Professional without further approval or direction from Participant. This grant of Account Access and Limited Trading Authority does not authorize the Financial Professional to transfer, withdraw, or disburse money or assets from the account except in connection with the assessment of applicable fees. **NOTE: Many broker-dealers do not permit Registered Representatives to exercise this level of authority. This option should only be selected if the Financial Professional is a Registered Investment Advisor or if the Registered Representative's broker- dealer permits its Registered Representatives to exercise this level of authority.**

FINANCIAL PROFESSIONAL CONTACT INFORMATION

Financial Professional Name and Title

Company Name

Address

City | State | Zip

Telephone Number | Extension | Fax

Email | Website

NOTE: The additional information below is required ONLY if the compensation to be paid to the Broker Dealer. If compensation is to be paid to an RIA firm, make sure the RIA firm name is listed as the Company Name, above, and do not complete the information below.

Broker Dealer | Broker Dealer Number (NSCC Code)

Branch Number ID | Rep ID

Email the completed form to: ipxenrollments@pcsretirement.com **Questions?** Call Client Services at (833) 264-1502, M - F, 9:30 am - 6:30 pm EST

STEP 4 YOUR INVESTMENT CHOICES

☐ Select this option if you elect to have your contributions directed to the Investment Provider/Product stated below:

TICKER SYMBOL	INVESTMENT NAME	ALLOCATION %

TICKER SYMBOL	INVESTMENT NAME	ALLOCATION %

Your total must equal 100% **TOTAL**

STEP 5 FINANCIAL PROFESSIONAL & INVESTMENT STRATEGIST PAYMENT INFORMATION

This section MUST be completed by Financial Professional for Aspire to facilitate payment.

Financial Professional is acting as a (select only one):

☐ **Option 1: Registered Representative**

Choose only one option:	
☐	Compensated by commissions and applicable sales charges as paid by the mutual fund companies in which the Participant is invested.
☐	Compensated by an Education & Enrollment Program Fee of _____% (annually) assessed from account assets. **(Special Use: Broker-Dealer approval required.)**

☐ **Option 2: Registered Investment Advisor (RIA)**
The fees noted below will be assessed from account assets.

Choose only one option:		**Financial Professional (annual fee)**	**Investment Strategist (annual fee)**
☐	Financial Professional Fee Only (no Investment Strategist Fee)	_____%	N/A
☐	Financial Professional Fee and Investment Strategist Fee (assessed separately)	_____%	_____%
☐	Combined Financial Professional Fee and Investment Strategist Fee (paid to Financial Professional)	_____%	Paid by Financial Professional to Investment Strategist
☐	Combined Financial Professional Fee and Investment Strategist Fee (paid to Investment Strategist)	Paid by Investment Strategist to Financial Professional	_____%

Please complete the payment instructions that pertain to the compensation method selected above.

Registered Representative
Compensated by commissions and applicable sales charges as paid by the investment companies in which the Participant is invested. Please verify with your Broker/Dealer that all necessary selling agreements are executed and in good order. If selling agreements are not in place or not executed properly, Registered Representatives will NOT receive compensation on Aspire accounts. **NOTE:** Payments are contingent on investment companies' commission and payment schedule. Aspire will remit payments within 60 days of receipt of monies from investment companies.

If compensation is negotiated as a flat percentage rather than by commissions and applicable sales charges, these payments are calculated quarterly and remitted within 45 days from the end of the quarter.

Registered Investment Advisor
Compensated by an asset-based advisory fee, calculated quarterly. **NOTE:** Payments remitted within 45 days from the end of the quarter.

STEP 5 FINANCIAL PROFESSIONAL & INVESTMENT STRATEGIST PAYMENT INFORMATION (Cont'd)

Please select only **ONE** method of payment.

Receipt of Payment Method *(select one):*

☐ **CHECK**

Payee

Address | City | State | Zip

Special Check Instructions

☐ **ACH**

Bank Name | Account Number | Account Type (i.e. Savings, DDA)

Name on Account | ABA Routing Number

FINANCIAL PROFESSIONAL SIGNATURE

By signing below, this Financial Professional represents and warrants that he/she is authorized by his/her Investment Firm and/or Broker Dealer to enter into this agreement, act as the appointed Financial Professional for this retirement account, and receive compensation. Further, Financial Professional represents and warrants that he/she will comply with all solicitation directives of the employer that sponsors the applicable plan, that he/she holds all appropriate federal and/or state insurance and/or securities licenses and any applicable state permits/registrations required for providing the applicable services to the Participant, and that his/her services are covered under an errors and omissions insurance policy of at least one million dollars. Financial Professional agrees to notify Aspire of any changes with regard to these representations and warranties. If Aspire becomes aware of any breach of these representations or warranties, or if Aspire receives instructions from the employer that sponsors the applicable plan to do so, Aspire may terminate Financial Professional's access to the Account and the payment of any compensation from or related to the Account. In the event of such termination, Financial Professional shall be responsible for notifying the Participant of such termination and for taking any necessary steps to cure the breach and/or resolve any matters with the plan sponsoring employer. Financial Professional and his/her Investment Firm/Broker Dealer agree to indemnify and hold harmless Aspire and Aspire's directors, officers, employees, agents, successors, and assigns from all liabilities and costs, including attorneys' fees, incurred by reliance on the statements included in this Appointment of Financial Professional form.

▶ Financial Professional Signature

Date (month | day | year)

Email the completed form to: ipxenrollments@pcsretirement.com **Questions?** Call Client Services at (833) 264-1502, M - F, 9:30 am - 6:30 pm EST

STEP 6 PARTICIPANT AGREEMENT

Participant represents and warrants that he/she has received, read, and is in agreement with all terms in this 403(b)(7) Application & Agreement Form, including the terms in the Aspire Terms and Conditions (including arbitration provisions), the 403(b)(7) Custodial Account Agreement (including arbitration policies), Aspire's privacy policy, and any applicable addendums to the Participant Agreement, all of which are incorporated by reference into this Participant Agreement. Participant agrees to be bound by the terms of this Participant Agreement (including the terms of incorporated documents), which may be changed, from time to time, upon notice from Aspire.

Participant appoints AdvisorTrust, Inc. as custodian for the 403(b)(7) established by this 403(b)(7) Application & Agreement Form and authorizes AdvisorTrust, Inc. (including its agents) to perform relevant custodial and administrative services. Participant appoints Aspire Financial Services, LLC (including its agents) as recordkeeper of the 403(b)(7) established by this 403(b)(7) Application & Agreement Form and authorizes Aspire to perform relevant recordkeeping and administrative services.

Participant understands and agrees that Aspire Financial Services, LLC may provide online access to the Account through the issuance of user names and passwords to Participant and other persons Participant authorizes to access the Account (e.g., a Financial Professional, an Investment Strategist, etc.). Further, Aspire may provide user names and passwords to Plan Administrators and/or other authorized persons/entities. Participant understands and agrees that persons/entities to which user names and passwords are issued are solely responsible for the security of the user name and password issued to him/her/ it. Aspire shall be entitled to rely on the entry of a user name and password into Aspire's systems as confirmation of the identity of the person/entity to whom the user name and password were issued.

Participant understands and agrees that Aspire Financial Services, LLC may provide telephone access to the Account, but will use reasonable procedures to verify the identity of the Participant or other authorized person when servicing an account by telephone.

Participant understands and agrees that it is his/her exclusive responsibility to monitor the activity on the Account and to immediately report to Aspire any unauthorized access or transactions. Aspire retains the right to, but shall have no obligation to, monitor activity and transactions on the account.

Participant understands and agrees that certain annual fees will apply to the Account. These fees will include an Annual Maintenance Fee of $25.00 and an Annual Custody and Administration fee of 0.20% of the value of the Account. These fees will be assessed on a monthly or quarterly billing cycle and will be assessed, pro rata, from the assets in the Account. If Participant distributes all of the assets in the Account during the calendar year, the remainder of these annual fees may be assessed at the time of the distribution. Participant understands and agrees that these fees may change, from time to time, upon notice from Aspire.

Certain plans and employers may have elected to utilize a Third-Party Administrator (TPA) for performing administrative services. These TPAs charge various fees for their services, and those amounts which fall under a pre-defined coverage limit of $20 annually are paid by Aspire. If applicable, any fees or charges that go over and above the pre-defined coverage limit of $20 annually will be listed as a separate line item fee, delineated as a TPA administration fee and deducted from your account.

Participant understands and agrees that certain transaction fees will apply to the Account. These fees will include a Transfer-Out Fee of $75.00, a Loan Application Fee of $100.00, and a Distribution Fee of $75.00. Recurring, scheduled distributions (e.g., installment payments) are subject to a Distribution Fee of $10.00 per distribution after the $75.00 Distribution Fee is applied to the first scheduled distribution. Additional fees for processing domestic relation orders may apply. These fees will be assessed when applicable request is processed and will be assessed, pro rata, from the assets in the Account. Participant understands and agrees that these fees may change, from time to time, upon notice from Aspire.

The Participant may log into the account and elect whether to receive periodic account statements electronically or via hard copy. For hard copy periodic account statements, a fee of $3.00 per statement, plus postage as incurred, will apply. There is no charge for periodic account statements received electronically. These fees will be assessed on a monthly or quarterly billing cycle and will be assessed, pro rata, from the assets in the Account. Participant understands and agrees that these fees may change, from time to time, upon notice from Aspire.

To the extent that any applicable law or regulation limits any of the fees applicable to this Account to amounts lower than those stated, the amount of the applicable fee shall be reduced to the maximum amount allowed under applicable law or regulation.

To the extent that Participant has appointed a Financial Professional to be paid on a percentage basis in Step 4 of this 403(b)(7) Application & Agreement Form, the Participant understands and agrees that the compensation set forth will be assessed on a quarterly or monthly billing cycle and will be assessed, pro rata, from the assets in the Account.

To the extent that Participant has appointed an Investment Strategist in Step 3 of the 403(b)(7) Application & Agreement Form, the Participant understand and agrees that the applicable fees of the Investment Strategist will be assessed from the assets in the Account. Participant instructs Aspire to rely on information provided by the Investment Strategist with regard to the agreed-upon amount, timing and method for assessment of the Investment Strategists fees.

Participant authorized and instructs Aspire to assess the above-referenced fees (and any other fees Participant may later agree to have assessed against the account) against the account registered in the Participant's name established under this 403(b)(7) Application & Agreement Form.

Participant understands and agrees that, if the Internal Revenue Service has notified Participant that he/she is currently subject to backup withholding because Participant has failed to report all interest and dividends on his/her tax return, Participant must cross out item 2 in the certification below. By signing below, under penalty of perjury, Participant certifies that:

1. The number shown on this form is the Participant's correct taxpayer identification number (or Participant is waiting for a number to be issued to him/her), and

2. Participant is not subject to backup withholding because: (a) Participant is exempt from backup withholding, or (b) Participant has not been notified by the Internal Revenue Service ("IRS") that he/she is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified Participant that he/she is no longer subject to backup withholding, and

3. Participant is a U.S. citizen or U.S. resident alien.

Participant Name

Social Security Number

▶

Participant Signature

Date (month | day | year)

Email the completed form to: ipxenrollments@pcsretirement.com **Questions?** Call Client Services at (833) 264-1502, M - F, 9:30 am - 6:30 pm EST

Aspire Terms & Conditions

Section 1: Scope of Agreement
Your agreement with Aspire Financial Services, LLC ("Aspire") consists of the terms set forth in the 403(b) Application & Agreement Form. In addition, you may, in the future, receive from Aspire, supplemental terms and disclosures which shall also be a part of the agreement between you and Aspire (Collectively, the "Agreement and Disclosure".) You agree to read the Agreement and Disclosures carefully and to retain copies for your records.

Section 2: Acceptance of Agreement and Disclosures
You agree that the Agreement and Disclosures govern all aspects of your relationship with Aspire, including all transactions between Aspire and you and all products and services now or in the future offered through Aspire. Aspire may rely on your use of Aspire's products and services as evidence of your continued acceptance of the Agreement and Disclosures.

Section 3: Your Representations and Warranties
You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) if you are married, live in a state with community-property laws and have designated someone other than your spouse as the sole beneficiary to this Account, you have obtained the consent of your spouse to such designation; (d) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us, (i) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authority (FINRA), or any securities firm, bank, trust company or insurance company and (ii) you are not a director, 10% beneficial shareholder, policymaking officer or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company and (f) this Application Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

Section 4: Account Handling
The Designated Custodian ("The Custodian") will automatically hold all of your securities purchased, sales proceeds, dividends and interest. The Custodian will also release your name, address and securities positions to authorized agencies and entities, including companies in which we hold securities for your Account, upon request, unless you notify us otherwise in writing.

Section 5: Responsibility for Investment Decisions
You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, you understand that Aspire has no obligation to determine whether a particular transaction, strategy or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate. Unless Aspire otherwise agrees with you in writing, Aspire does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account. You acknowledge that Aspire does not provide tax or legal advice.

Section 6: Liquidations
Whenever it is necessary for our protection or to satisfy a debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the property securing your obligations, or close any or all transactions in your Account or restrict activity in your Account. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation or any tax consequences from such actions. All of the above may be done without demand or notice of purchase, sale, transfer or cancellation to you. No demand or notice shall impose on Aspire any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived and no specific demand or notice shall invalidate this waiver.

Section 7: Verification
You authorize Aspire to inquire from any source, including a consumer reporting agency, as to the identity (as required by law), creditworthiness and ongoing eligibility for the Account of the Participants, any other person referred to on this Application, or any person whom Aspire is later notified is associated with or has an interest in the account (as well as such persons' spouses if they live in a community-property jurisdiction) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 8: Application of Law
What Law Applies: This Agreement is subject to all applicable federal and state laws and regulations and any mutually agreed-upon arbitration agreements. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

Section 9: Electronic Copies
The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and the Agreement and Disclosures is considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Aspire's electronically stored copy of such documents in any proceeding between you and Aspire.

Section 10: Allocation of Contributions
You may place your contributions in one fund or in any combination of funds, although your employer may place restrictions on investment in certain funds. Do not use fixed dollar amounts.

Section 11: Compliance with Plan Document and/or the Code
I agree that my employer or Plan Administrator may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirements of the Plan Document and/or the Code. I understand that the maximum annual limit on contributions is determined under the Plan Document and/or the Code. I understand that it is my responsibility to monitor my total annual contributions to ensure that I do not exceed the amount permitted, under applicable account and plan types. If I exceed the contribution limit, I assume sole liability for any tax, penalty, or costs that may be incurred.

Section 12: Account Corrections
I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 day period, account information shall be deemed accurate and acceptable to me. If I notify Aspire of an error after this 90 day period, the correction will be only processed from the date of notification forward and not on a retroactive basis.

Section 13: Provider Compensation
Aspire receives compensation from certain funds or their affiliates and other investment providers in consideration for services that Aspire provides including but not limited to 1) participant statements 2) maintaining participant level fund accounting 3) transmitting and recording purchase and redemption instructions for such investments 4) transaction settlement 5) prospectus and fact sheet delivery and 6) participant call center services. This compensation is paid directly to Aspire by the funds or investment provider, their affiliates, or services provider pursuant to a service agreement between Aspire and one or more such parties, and the Employer is not responsible for payment of this compensation. The compensation paid to Aspire is based either on a percentage of the average daily net asset value or each investment or on a set fee per each investment option in which a participant invests. Asset-based compensation can range from 0.00% to 0.25% annually on average assets, while investments paying a set fee can range from $10 to $12 annually per participant account. The fees received by Aspire may be used to offset the fees that would otherwise be charged to the Plan or Account, dependent upon plan type.

Section 14: Administrative Fees
Certain plan types require administrative services and employers may choose to utilize a Third-Party Administrator (TPA). These TPA charge various fees for their services, and those amounts which fall under a pre-defined coverage limit are paid by Aspire. If applicable, any fees or charges that go over and above the pre-defined coverage limit will be listed as a separate line-item fee, delineated as an administration fee.

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403(b)(7) CUSTODIAL ACCOUNT AGREEMENT TERMS AND CONDITIONS

The Participant hereby requests that the Plan Provider establish a separate recordkeeping account (the "Account") within the Plan established by the Employer. The Plan Provider has agreed to establish a Custodial Account on behalf of the Participant with AdvisorTrust, Inc., ("Custodian"), a trust company under the laws of the State of South Dakota. The Plan Provider and Custodian agree to furnish system and account services to the Participant on the terms and conditions set forth below. The Custodian has no investment discretion and provides no investment advice with respect to the recordkeeping account or the Custodial Account.

ARTICLE 1 – DEFINITIONS

As used in this Custodial Agreement, each of the following terms shall have the meaning for that term set forth in this Section unless a different meaning is provided or clearly required by the context in which the term is used.

A. Advisor means any broker dealer registered representative, or registered investment advisor agent or firm and any successor thereto, including by merger or acquisition that provides investment education, guidance or investment advice to the Employer or Employees regarding the Mutual Funds available in the Plan. The Advisor is authorized by Plan Provider to deliver enrollment materials, provide information and respond to inquiries regarding the Plan to Participants and the Plan Provider and perform such other duties as Plan Provider and Advisor may agree upon from time to time.

B. Alternate Payee means a Participant's or former Participant's spouse or former spouse, child, or other dependent who is treated as a beneficiary under the Participant Account as a result of a Qualified Domestic Relations Order.

C. Beneficiary means the person or persons, trust, estate, charitable organization, or other non-living entity designated to receive any payment of benefits pursuant to Article 9.

D. Code means the Internal Revenue Code of 1986, as amended from time to time.

E. Custodial Account means the custodial account established by the Custodian hereunder for the exclusive benefit of the Plan's Participants.

F. Custodial Agreement or Agreement means this document, as amended from time to time, and the Participant's Enrollment Form.

G. Custodian means AdvisorTrust, Inc. and any successors or assigns.

H. Disability means the inability to engage in any substantial gainful activity for purposes of Code Section 72(m)(7), by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of a long-continued or indefinite duration.

I. Employee means any person who performs services or has performed services as an Employee of the Employer, provided that in the case of an Employer referred to in clause (ii) of the definition of an "Employer", the Employee performs services for an educational organization described in Code Section 170(b)(1)(A)(ii).

J. Employer means an Employer who is (i) an organization described in Code Section 501(c)(3) which is exempt from tax under Code Section 501(a), or (ii) a State, a political subdivision of a State, or agency or instrumentality of a State or a political subdivision of a State.

K. Enrollment Form means an Enrollment Form pursuant to which a Participant Account is established on behalf of a Participant, and the Participant agrees to the terms and conditions of the Custodial Agreement.

L. ERISA means the Employee Retirement Income Security Act of 1974, as amended.

M. Fund means all of the assets of the Plan that may be transferred, assigned, and delivered to the Custodian from time to time to be held in custody hereunder in the Custodial Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian(without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.

N. Hardship means a present or pending financial need resulting from unusual costs or expenses, such as unexpected medical expenses, higher educational expenses or purchase of a residence within the meaning of Treasury Regulations Section 1.401(k)-1(d)(3).

O. Instruction means any oral, written, or electronic direction given to the Custodian in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.

P. Investment Direction means the instruction of a Participant regarding the manner in which Mutual Fund or Mutual Fund Share(s) means one or more shares issued by a "regulated investment company," as that term is defined in Code Section 403(b) (7)(C).

Q. Participant means an Employee who has established a Participant Account and Enrollment Form has been accepted by the Plan Provider.

R. Participant Account means the individual record established and maintained by the Plan Provider hereunder for the exclusive benefit of a Participant and the Participant's Beneficiary(ies), as applicable.

S. Plan means the plan that is made available or maintained by the Participant's Employer, is subject to the requirements of Code Section 403(b)(7), including a salary reduction agreement, if applicable, under which the Employee's rights are non-forfeitable (except for failure to pay future contributions) to the extent required by Code Sections 403(b)(1)(C) and 403(b)(6) and the regulations promulgated thereunder, and with respect to which some or all of the assets are held by the Custodian pursuant to the terms of this Agreement.

T. Plan Document means the written document by which the Employer adopts and maintains a Section 403(b) Plan with respect to which this Custodial Account Agreement is a part. After the effective date of final Treasury Regulations issued under Code Section 403(b), the Employer shall be required to maintain the Plan pursuant to a written Plan Document.

U. Plan Provider means Aspire Financial Services, LLC, its affiliates, and any successor and assigns thereto, including by merger or acquisition that makes accounts available to qualifying Participants. The Plan Provider is authorized by the Plan Sponsor and Participant to select a Custodian, establish and maintain the Custodial Account in the Employer's name, accept contributions, make payments or
distributions to the Participant or their Beneficiaries, prepare and mail to the Participant periodic account statements.

V. Qualified Domestic Relations Order (QDRO) means a domestic relations order issued by a State court which creates, recognizes, or assigns to an Alternate Payee(s) the right to receive all or part of a Participant's benefit held in the Participant Account which meets the requirements of Code Section 414(p) and other applicable law.

W. Required Beginning Date means the Date on which the Participant is required to take his first minimum distribution under this Agreement.

X. Rollover Contribution means a contribution made by a Participant of an amount distributed to such Participant from another Section 403(b) plan, custodial account, or annuity; or from an Individual Retirement Account which had received such amounts from another Section 403(b) plan, account, or annuity.

Y. Salary Reduction Agreement means an agreement between the Participant and the Employer pursuant to which the Participant's compensation is reduced or a compensation increase is foregone in an amount which the Employer is to contribute to the Participant Account.

Z. Salary Reduction Contribution means a contribution made by the Employer pursuant to a Salary Reduction Agreement.

ARTICLE 2 – ESTABLISHMENT OF CUSTODIAL ACCOUNTS

The Participant hereby requests that the Plan Provider establish a separate recordkeeping account (Participant Account). The Plan Provider hereby requests that the Custodian establish a Custodial Account for and in the name of the Participant's Employer to hold the combined assets of all the Participant Accounts of that Employer established by the Plan Provider. A Participant may establish a Participant Account by completing the Enrollment Form and delivering it to the Plan Provider or by following the Plan Provider's online enrollment process or such other process as determined by the Plan Provider. Plan Provider and the Participant each represent to Custodian that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid, and binding obligation of the Plan Provider and the Participant. All contributions made by or on behalf of the Participant shall be applied by the Plan Provider, in accordance with the instructions of the Participant, to the purchase of Mutual Fund shares. The Custodian shall not be obligated to provide detailed accounting for the recordkeeping account or for any individual investment option, such as with respect to contributions, distributions, loan activity, and rollovers. Participant agrees to look solely to the Plan Provider or other recordkeeper that Employer has retained for all such detailed information.

ARTICLE 3 – APPOINTMENT, ACCEPTANCE AND ROLE OF CUSTODIAN

3.1 Appointment; Acceptance. The Custodian, in consideration of the deposit by the Plan Provider of funds into the Custodial Account, and other valuable consideration, hereby agrees to act as custodian of the Account on the terms and conditions of this Agreement. The Participant, in consideration of the agreement by the Custodian to perform the of a custodian under this Agreement, hereby designates and appoints the Custodian as the custodian of the Account.

3.2 Role. The Custodian, as agent of the Participant, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Fund in accordance with the terms of this Agreement. The Custodian will serve as a non-discretionary, directed custodian of the Custodial Account. The Custodian is responsible for maintaining custody of the assets held in the Custodial Account, and for investing those assets as directed by the Plan Provider on behalf of the Participant. The Custodian (in its capacity as such) will not be an administrative or investment fiduciary of the Plan, and nothing in this Agreement is to be interpreted as causing the Custodian to be responsible for the administration of investment of the Fund other than as directed by the Advisor or Plan Provider hereunder, or as performing other than ministerial duties. The Custodian may refuse to exercise any power that it believes, in its sole judgement, could cause it to become a "fiduciary" or "plan administrator" as defined under ERISA, or cause it to be exercising trust powers in contravention of any State or Federal law to which it may be subject. The Custodian shall have no responsibility to draft or amend a plan document for the Plan, to administer the Plan, or to assist the Employer or any Plan Provider in such drafting, amendment, administration, or maintenance, or to ascertain or provide advice with respect to the legal requirements applicable thereto except to the extent of any responsibility imposed upon the Custodian pursuant to the terms of this Agreement. The Plan Provider represents and warrants to the Custodian that the Participant's Employer shall maintain the Plan in compliance with applicable regulations issued under Code Section 403(b), including but not limited to the universal availability requirement and applicable nondiscrimination rules and other applicable law.

3.3 Direction to the Custodian. Except as provided herein, the Plan Provider shall provide direction to the Custodian on behalf of the Employer and Participants. If the Employer utilizes a third party administrator or similar entity ("TPA") to administer the Plan, such TPA may provide direction to the Plan Provider on behalf of the Employer and/or Participant, to be provided by the Plan Provider to the Custodian. The Custodian shall have no duty to take any action other than as specified in this Agreement unless the Plan Provider provides the Custodian with Instructions. However, each direction is contingent upon the determination by the Custodian that the Instruction can be administered by the Custodian. The Custodian may conclusively rely upon and be protected in acting in good faith upon any instruction from the Plan Provider, or any other notice, request, consent, certificate, or other instrument or paper believed by the Custodian to be genuine and properly executed, or any instrument or paper if the Custodian believes the signature thereon to be genuine.

3.4 Designation of Plan Provider. Participant hereby designates and authorizes the Plan Provider to provide Instructions to the Custodian on behalf of the Participant, including placing orders for the purchase and sale of securities, and authorizes the Custodian to disburse funds on behalf of the Employer or Participant upon Instruction from such Plan Provider. Participant hereby also authorizes and directs the Custodian to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Plan Provider. Designation of a Plan Provider is subject to the following provisions:

3.4. 1 Participant agrees that the Custodian may rely on Instructions from the Plan Provider, and Participant agrees that the Custodian shall be under no duty to make an investigation with respect to any instructions received from the Plan Provider;

3.4. 2 Participant is solely responsible for managing the investment of the Participant Account and for the direction provided to the Plan Provider. All instructions, directions, and/or confirmations received by the Custodian from the Plan Provider shall be deemed to have been authorized by the Participant.

3.4. 3 Participant agrees that the Plan Provider and Advisor are not agents of the Custodian.

3.5 Compliance Participant agrees that the Custodian may execute, as custodian any decelerations or certificates pertaining to the Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter without prior approval of the Participant, and may withhold from any distribution to a Plan Participant or beneficiary made at the direction of the Participant, Employer or Plan Provider, all income taxes required to be withheld, and pay such withheld amounts to the appropriate taxing authorities. participant, Employer, or its Plan Provider shall provide the Custodian all information necessary for the Custodian to file all required returns, reports, or other document to the applicable taxing authorities with respect to distributions by the Custodian to Participants and beneficiaries and amounts withheld thereon.

ARTICLE 4 – CONTRIBUTIONS AND TRANSFERS

General. The initial contribution or transfer with respect to each Participant shall be accompanied or preceded by a properly executed Enrollment Form and an Investment Direction Form. The Custodian shall accept and hold in the Custodial Account each contribution on behalf of the Participant which it receives from the Employer as well as any rollover contribution or other transfer contribution which it may receive from the Participant or previous custodian, subject to compliance by the Employer and Plan Provider with applicable Code Sec. 403(b) regulation transfer requirements. Each contribution shall be in a form acceptable to the Custodian. If a Custodial Account to which a contribution is to be credited has not yet been established, or if in the opinion of the Plan Provider or the Custodian the documents received by either of them are not clear with respect to any contribution, the Custodian may invest such contribution in a money market Mutual Fund, as selected by the Plan Provider, without liability on the part of the Custodian or Plan Provider, pending establishment of the Participant Account or completion or clarification of the information necessary for proper credit to the Participant Account, as the case may be.

4. 1 Contributions. The Participant or the Employer may make contributions to the Custodial Account consistent with Code Section 403(b)(7), including contributions in accordance with a salary reduction agreement ("Salary Reduction Contributions"). Annual contributions to the Participant Account may not exceed the applicable limitations and adjustments under Code Section 402(g) (1), as indexed periodically for cost-of-living increases, except to the extent permitted under Code Sections 402(g)(7) and 414(v), and Code Section 415, taking into consideration any other Employer contributions made on the Participant's behalf under any Section 403(b) Plan of the Employer. Neither the Custodian, Plan Provider, nor the Advisor have any obligation to verify the correctness of the computation regarding the maximum Salary Reduction Contribution that may be made to a Participant Account, nor shall the Custodian be obligated to determine that any limit applicable to contributions has been exceeded. The Custodian has no duty or authority to require any contributions or transfers to be made under the Plan to the Custodian, compute any amount to be contributed or transferred under the Plan to the Custodian, determine whether amounts received by the Custodian comply with the Plan, the Code, ERISA, if applicable, or any other applicable law, or enforce contribution amounts for sufficiency under the Code or ERISA, if applicable. The Custodian will not be responsible for any transferred asset until it receives such asset.

4.2 Receipt of Assets (Transfers). The Participant may transfer assets in any form acceptable to the custodian from another custodial account qualified under Section 403(b)(7) of the Code and/or from an annuity contract qualified under Code Section 403(b) to the Custodial Account if the Participant or Plan Provider certifies that the transaction meets the requirements for a tax- free transfer of annuity contracts under treasury regulations issued under Code Section 403(b) and any other applicable laws or rulings, or is a rollover contribution described in Sections 403(b)(8) or 408(d)(3)(A)(iii) of the Code. Once transferred, such assets shall be treated as a contribution on behalf of such Participant for purposes of this Custodial Agreement and shall be invested, distributed and otherwise dealt with as such. Transferred assets shall only be received pursuant to written directions, as the Plan Provider and Custodian deem acceptable. Transferred assets shall be considered as contributions hereunder to which the then current Investment Directions of the Participant involved is to apply. Any transferred amounts (whether cash or in-kind) shall be subject to the restrictions on early distributions under Code Section 403(b)(7)(A)(ii) or Code Section 403(b)(11) as set forth in IRS Revenue Ruling 90-24 to ensure that the transfer is not an actual distribution within the meaning of Code Section 403(b)(1). The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor to make such transfer.

4.3 Unidentified Assets. If the Plan Provider receives any money, securities or other property from a source other than the Participant or Employer and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Plan Provider is authorized to return such assets to the Person from whom thy were received. Neither the Plan Provider, the Advisor nor the Custodian will be liable for any assets returned in such circumstances.

4.4 Return of Amounts to the Plan Provider. The Custodian will return contributions to the Participant or Employer directly or through the Plan Provider if the Participant, Employer, or Plan Provider provides an Instruction to the Custodian to do so. The person or entity instructing such return of contributions is solely responsible for ensuring that any Instruction to return any amount to the Participant or Employer meet all applicable legal requirements, including those of ERISA, if applicable. The Custodian has no duty or responsibility to question, and may conclusively rely upon, any such Instruction

ARTICLE 5 – INVESTMENTS

5.1 Investment Control.

5.1. 1 General. Each contribution to the Custodial Account shall be applied by the Plan Provider to the purchase of Mutual Fund shares in accordance with the applicable Investment Direction by the Participant for whom or by whom the contribution is made. Investment of the Mutual Fund(s) shall be subject to any limitations or restrictions contained in the applicable prospectus. The investment of all assets in the Custodial Account must be made solely in “regulated investment companies” (within the meaning of Code Section 403(b)(7)) made available through the Custodian. All dividends, including capital gain dividends, paid by any Mutual Fund shall be reinvested in full and fractional shares of the Mutual Fund paying the dividend and such dividends shall be credited to the Participant Account. The Participant may direct the Plan Provider to redeem any or all of the Mutual Fund shares held in the Participant Account and to invest the proceeds in any other Mutual Fund to be held in that Account; subject, however, to the applicable terms and conditions of the prospectus for each Mutual Fund involved.

5.1. 2 Investment Directions. All investment directions and other Instructions must be delivered to the Custodian in such manner as the Custodian may reasonably require.

5.2 Role of Custodian.

5.2. 1 Processing Transactions. No investment transaction for the Custodial Account that is to be processed by the Custodian at the direction of the Participant, Advisor, or Plan Provider will be processed until the Custodian receives the Instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all Instructions given by the Plan Provider which the Custodian believes to be genuine. The Custodian’s records of a transaction will be conclusive as the content of any Instructions. Unless otherwise agreed, Instructions shall generally be taken from the Plan Provider. The Custodian will have no responsibility to see that any investment directions comply with the terms of the Plan. However, if the Custodian receives any direction from the Plan Provider that appears to the Custodian in its sole judgment to be incomplete or unclear, the Custodian will not be required to act on such directions and may hold any asset un-invested without liability until proper directions are received from the Plan Provider. If investment directions are incomplete or unclear, the Custodian must notify the Plan Provider within a reasonable period of time. In the absence of proper investment directions, the Custodian will not be liable for interest, market gains, or losses on any cash balances maintained in the Custodial Account.

5.2. 2 Legitimate Delay. The Custodian may delay the processing of any investment transaction due to a force majeure (cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic or communications failure), government or NSCC restrictions or changes, exchange, market or NSCC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

5.2. 3 Other Limitations. Except as may otherwise be required by ERISA, the Custodian will invest the Custodial Account as directed by the Plan Provider, and the Custodian will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Custodial Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the Custodial Account, monitor investment performance or the diversification of assets, question any investment direction the Custodian receives in proper form, or inquire into the authority or right of the Plan Provider to make any investment direction which the Custodian receives in proper form. The Custodian will not be liable for any loss of any kind which may result from any action taken by it in accordance with an Instruction it receives in proper form or from any action omitted because no such Instruction is received.

5.3 Nondiscretionary Investment Authority. Subject to ERISA, if applicable, and Section 5.4:

5.3. 1 Participant hereby authorizes and directs the Custodian, in accordance with the provisions of this Agreement, to pay for securities and receive payment from securities or other investment transactions arising out of the Instruction of the Plan Provider. Participant understands that it is solely the Participant’s responsibility to direct the Plan Provider to execute trades or other investments for the Participant Account, and all instructions, directions, and/or confirmations received from the Plan Provider shall be deemed to have been authorized by Participant. Participant agrees that the Custodian shall not supervise the investment of, advise, or make recommendations to the Participant with respect to the purchase, sale, or other disposition of any assets of the Fund.

5.3. 2 The Custodian will act solely as agent for the Participant, subject to the Instructions of the Plan Provider. The Custodian shall have no obligation to place orders for the purchase of securities if there are insufficient funds in the Participant Account. Participant authorizes the Plan Provider and Custodian to charge the Participant Account for the cost of all securities purchased or received against a payment and to credit the Participant Account with the proceeds received from the securities sold or delivered against payment. In the event of any trades not settled immediately upon placement, the Plan Provider or the Custodian will have the right, without notice, to sell securities in a reasonably prudent fashion from the Fund sufficient to recover any funds advanced.

5.3. 3 Participant and the Employer authorize and instruct the Custodian to register all assets of the Fund in the name of the Custodian or of a nominee.

5.3. 4 All proxies received by the Custodian with respect to securities owned by the Fund and other reports to stockholders issued by any issuer will be forwarded to the Plan Provider. The Custodian shall have no responsibility to vote proxies or to deliver reports to the Participant or the Employer.

5.4 Investment Restrictions. The Plan Provider shall direct the Custodian to purchase or sell only securities that comply with the Custodian’s and/or its affiliate’s policies and procedures relating to acceptable securities, and that comply with all applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self- regulatory organization and applicable State and Federal laws and regulations. The Custodian will hold only those categories of assets mutually agreed to between the Plan Provider and the Custodian. The Plan Provider may add or remove types, categories, or classes of assets or investments only with the consent of the Custodian. Further, the Plan Provider or Employer may limit the available investment options under the Plan and may impose separate limitations for different Custodial Accounts or for terminated participants. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

5.5 Standard Guaranteed Fixed Interest Fund. To the extent that any amount of the Account is or becomes invested in any of the Standard Guaranteed Fixed Interest Funds (i.e., the Standard Guaranteed Fixed Interest Fund III - AdvisorTrust; the Standard Guaranteed Fixed Interest Fund VI - AdvisorTrust; or the Standard Guaranteed Fixed Interest Fund R - AdvisorTrust), the terms of the Standard Fund Addendum to AdvisorTrust Custodial Agreements for Individual Accounts (the "Standard Addendum - Individual") shall apply. A copy of the Standard Addendum – Individual is available at www.advisortrust.com/documentlibrary or upon request from the Plan Provider.

ARTICLE 6

6.1 Participant Account Records. The Plan Provider shall maintain such accurate and detailed records of the Participant Account, including all contributions, other receipts, investments, distributions, other disbursements, and all other transactions in each Custodial Account on behalf of the Participant. The Plan Provider shall provide a written confirmation to the Participant of each transaction in the Participant Account as required by applicable law. The Custodian's accounting will be at the Employer level rather than the Participant level, and the Custodian will not be responsible for Participant-level reporting unless it agrees to do so in a separate written agreement with the Participant. The Plan Provider shall regularly furnish to the Custodian, on an agreed upon schedule and format, detailed statements of the Employer and Participant Accounts, showing contributions, investment earnings, redemption, or distributions made from the Account for any reason, and any fees, benefits, or withdrawals paid therefrom. The Plan Provider shall provide to each Participant, at least once during each quarter in the calendar year, a report of all transactions with respect to the Participant Account during the period since that covered by the previous report to the Participant with respect to their Account, if any; and, if required by applicable law or requested by the Participant, a statement showing the assets held in the Participant Account as of the end of the calendar year. Upon the expiration of sixty (60) days after such report or statement is rendered, the Plan Provider shall be forever released and discharged from all liability and accountability to anyone with respect to transactions shown in or reflected by such report or statement except with respect to any such acts or transaction as to which the Participant shall have filed a written objection with the Plan Provider within such sixty (60) day period.

6.2 Custodial Account Records. The Custodian will keep accurate and detailed records and accounts of all receipts, investments, disbursements and other transactions as required by law with respect to the Custodial Account. All records, books and accounts relating to the Custodial Account will be open to inspection by the Plan Provider or Employer, provided the Custodian is given reasonable advance written notice of such inspection. The Custodian may provide annual or interim accountings, valuations, or other reports concerning the assets of the Custodial Account subject to payment of all required additional fees for such reports. An accounting will be deemed to have been approved by the Employer and Plan Provider unless either objects to the contents of an accounting within sixty (60) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval, the Custodian shall be forever released from any and all liability with respect to the Custodial Account.

6.3 Valuation of Assets. The assets of the Custodial Account and the Participant Account will be valued at the most recent fair market value.

ARTICLE 7 – COMPENSATION AND EXPENSES

The Custodian, the Plan Provider, and the Advisor will be entitled to receive compensation for services provided hereunder as may be agreed upon in writing with the Participant (or in the case of a plan that the Employer has notified the Plan Provider is subject to ERISA ("ERISA Plan"), as may be agreed upon in writing with the Employer acting as a fiduciary for the plan). The Plan Provider will be responsible for collecting the compensation by deducting the amounts from the Participant Account on a periodic basis as agreed upon in writing. The Participant (or in the case of an ERISA Plan, the Employer) has been informed of such fee schedule and has agreed to be bound thereby. The fee schedule may be revised from time to time upon written notice to the Participant (or in the case of an ERISA Plan, as may be permitted by the applicable plan-level agreements with the Employer) for whom a Custodial Account is maintained.

The Custodian shall be compensated for its services in accordance with the Custodian's applicable fee arrangement with the Plan Provider, which arrangement may be revised from time to time. The Custodian will be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including without limitation, attorneys' fees. All fees, taxes and expenses charged to a Custodial Account may be collected by the Custodian from the amount of any contribution, transfer or dividend credited or to be credited to a Fund or by redeeming Mutual Fund shares credited to that Custodial Account. The Custodian may also retain any earnings credited on any funds in the Custodial Account pending investment direction and pending distribution ("float") as part of its compensation for services provided.

ARTICLE 8 – LOANS

8.1 General Rules. Loans to Participants are permitted unless otherwise restricted by the Plan. If permitted, the following rules, terms and conditions shall apply with respect to the loans to Participants from their Participant Accounts, unless modified by the Plan:

8.1.1 Loans shall be authorized in written form acceptable to the Plan Provider.

8.1.2 Loans must be adequately secured. Although it is the intention that loans to Participants shall be repaid, the collateral for each loan shall be the assignment of 50% of the Participant's entire right, title, and interest in and to Participant Account, evidenced by his promissory note for the amount of the loan (including interest), payable to the order of the Custodian, and such other security as the Custodian or Plan Provider shall require.

8.1.3 Any loan shall bear interest at a reasonable rate as of the time of application, as determined in a uniform nondiscriminatory method by the Plan Provider or their authorized representative.

8.1.4 No Participant loan shall exceed 50% of the present value of the Participant's vested interest in the Participant Account.

8.1.5 In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event as defined at Article 9 occurs under the Custodial Agreement.

8.1.6 The Custodian or Plan Provider shall not have any duty to determine whether a loan authorized to the Participant meets the requirements of this Section or any other requirements of this Section or any other requirements of the Code and shall not be liable to the Employer or Participant for any failure of the loan to meet such requirements.
8.2 Loan Limits

8.2.1 No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed 50% of the vested account balance reduced by any outstanding collateral agreement relating to same, or $50,000 less the excess (if any) of the highest outstanding loan balance during the 1-year period ending on the day before the date on which the loan will be made over the outstanding loan balance on the date on which the loan will be made, whichever is less. This limit shall apply in the aggregate to all custodial accounts or annuity contracts established under Code Section 403(b) by either the Participant or the Employer on behalf of the Participant. In applying this limit, all loans from all plans of the Employer and other members of a group of employers described in Code Section 414(b), 414(c) and 414 (m)
are aggregated. An assignment or pledge of any part of the Participant's interest in the Custodial Account shall be treated as a loan under this paragraph.

8.2.2 The minimum loan amount shall be $1,000.

8.3 REPAYMENT TERMS

8.3.1 Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time will be used as the principal residence of the Participant.

8.3.2 Principal and interest paid by a Participant on a loan shall be credited to the Participant's loan account and invested in the same manner as Salary Reduction Contributions, or the most recent investment direction on file, if no Salary Reduction Contributions are being made.

8.3.3 A Participant's required loan payments during a period of military service may be suspended.

ARTICLE 9 – DISTRIBUTIONS

9.1 Distributable Events. Except as provided in Paragraph 9.2 or 9.5 of this Article, the Participant shall be entitled to distribution of assets in the Participant Account only after the occurrence of one of the following events, subject to any additional options or limitations applicable under the Plan or other applicable law:

The Participant attains age 59 ½;
The Participant separates from service with the Employer;
The Participant's death, or
The Disability of the Participant.

9.2 Methods and Timing of Distributions to a Participant. Distributions to a Participant from the Participant Account must commence by no later than the Required Beginning Date. A Participant may elect to receive the distribution of assets from the Participant Account to which the Participant is entitled in accordance with Paragraph 9.1 of this Article or which are required to be made as
provided in the immediately preceding paragraph in either of the following ways:

9.2.1 In a single payment; or

9.2.2 In periodic monthly, quarterly, semi-annual or annual installments over a fixed period. Single payments and installments must be taken in cash.
When receiving installment payments under clause 9.2.2 above, the Participant may increase the amount of installments or receive a distribution of any part or all of the balance in the Participant
Account at any time upon prior written notice to the Plan Provider. The Participant may elect the method and form of distribution either before or after the occurrence of the event which permits
payment to be made. Plan Provider will not provide Distribution Instructions to Custodian for payment to the Participant, however, until receipt of written instructions from the Participant.

9.3 Distributions after the Participant's Death. If a Participant dies before distribution of the balance in the Participant Account has been completed, the remaining amount, as well as all assets
subsequently credited to the Participant Account, if any, shall be distributed to the Participant's Beneficiary in the form, at the time and from among the methods prescribed in Paragraph 9.2 of
this Section as elected by the beneficiary, subject to the following clauses:

9.3.1 If distributions from the Participant Account commenced to the Participant but were not completed before the Participant's death, the remaining amount to be paid to the Participant's
Beneficiary may continue to be in the form and over the period for which the distributions were being made to the Participant, but in any event must continue to be made at least as rapidly as under the
method of distribution being used prior to the Participant's death.

9.3.2 If the Participant dies before distributions from the Participant Account to the Participant have commenced, distribution of the balance in the Participant Account must be completed by December 31 of the calendar year in which the fifth anniversary of the Participant's death occurs, except to the extent that an election is made by the designated Beneficiary involved to receive distributions in accordance with (a) or (b) below:

a. If any portion of the Participant Account is payable to a designated Beneficiary who is an individual, distributions may be made in a single sum or in periodic installments not greater than the life expectancy, of the designated Beneficiary with distributions to commence on or before December 31 of the calendar year immediately following the calendar year in which the Participant dies; or
b. If the designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with subparagraph (a) immediately above shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died or (ii) Participant's Required Beginning Date.

9.3.3 The Participant's Beneficiary must elect the method of distribution no later than the earlier of (i) Participant's Required Beginning Date, or (ii) December 31 of the calendar year in which occurs the fifth anniversary of the date of death of the Participant. If the Participant's Beneficiary does not elect a method of distribution, distribution of the balance in the Participant Account must be completed by December 31 of the calendar year in which occurs the fifth anniversary of the Participant's death. For purposes of this clause 9.3.3 and clause 9.3.2 above, if the surviving spouse dies after the Participant, but before payments to such spouse begin, the provisions of clause 9.3.2 with the exception of (b) herein, and this clause 9.3.3 shall be applied as if the surviving spouse were the Participant

For purposes of this Paragraph 9, distributions with respect to a Participant are considered to begin on the Participant's Required Beginning Date (as defined in Paragraph 9.2 or, if the Participant's surviving spouse dies after the Participant but before payments to such spouse begin, the date distribution would have been required to begin to the surviving spouse pursuant to clause 9.3.2).

An election by a Beneficiary under this Paragraph 9.3 is to be set forth in a written statement describing the distribution involved and the date on which the distribution is to be made or commence, which election shall be delivered to the Plan Provider within such period of time prior to the date the distribution is to be made or commence as is acceptable to the Plan Provider.

For purposes of this Paragraph 9.3, any amount paid to a child of the Participant will be treated as if it had been paid to the Participant's surviving spouse if the amount becomes payable to such surviving spouse when the child reaches the age of majority.

After a Participant's death and until the balance of the Participant Account to which a Beneficiary is entitled has been distributed, that Beneficiary shall be considered to be the Participant with respect to such balance for all purposes of this Custodial Agreement relating to investments as well as for purposes of Article 6 through 15 hereof, except as otherwise specifically indicated.

If a Beneficiary dies while receiving distributions from the Participant Account, the remaining payments shall be made to the estate of the Beneficiary provided that the executor or administrator of the estate may elect, by proper written instructions given to the Plan Provider, to receive the balance in the Participant Account in a single payment.

9.4 Beneficiaries. A Participant may designate in writing, on a form acceptable to and filed with the Plan Provider, one or more persons, including a trust charitable organization, or other nonliving entity or the Participant's estate, as a Beneficiary to whom amounts due from the Participant Account after the Participant's death shall be paid. If the Participant fails to make a proper designation, or if no person properly designated survives the Participant, the Participant's Beneficiary shall be the Participant's surviving spouse or, if none, the Participant's children, if any, in equal shares per stirpes, or if none, the executor or personal representative of the estate of the Participant. No Beneficiary designation made under an annuity contract or some other custodial agreement shall be deemed to be valid under this Custodial Agreement. Notwithstanding any provision of the Paragraph 9.4 to the contrary, if Title I of ERISA is applicable with respect to the Participant Account, the Participant's designation of a Beneficiary other than his spouse must be consented to in a manner consistent with ERISA Section 205(c)(2). The Beneficiary Designation can be changed at any time by the executing and returning to the Plan Provider a new Beneficiary Designation Form.

9.5 Hardship Distributions. The Participant who encounters financial Hardship shall be entitled to a distribution from the Participant Account in the form of a single payment of an amount no in excess of the contributions made to the Participant Account Pursuant to a Salary Reduction Agreement (but no earning thereon) if not prohibited by the Plan or any applicable law or regulation. This amount will be distributed to the Participant upon receipt of written notice from the Participant for reasons of hardship and certification from the Employer to the Plan Provider that the requirements for a Hardship distribution under the Code have been met, the Plan Provider will instruct the Custodian to make the Hardship Distribution to the Participant.

If the Participant Account is subject to Section 205(c)(4) of ERISA, the Participant's spouse, if any, must consent to any withdrawal by the Participant in the manner provided for in that section.

9.6 Qualified Domestic Relations Orders. Notwithstanding any other provision herein, Custodian may, at the direction of the Employer or its TPA via Instruction from the Plan Provider, authorize an immediate distribution to an Alternate Payee named under a "qualified domestic relations order" as defined in Section 414(p) of the Code.

9.7 Distribution of Excess Contributions, Excess Deferrals and Excess Aggregate Contributions. If the Plan Provider receives a written notice from the Employer or its TPA that an "excess contribution" as defined in Code Section 4973(c) has been made to the Participant Account, the Plan Provider shall send instructions to Custodian, as soon as practicable thereafter, to distribute such excess by check.

If the Plan Provider receives a written notice from the Employer or its TPA no later than March 1 next following the end of any calendar year that an “excess deferral” as referred to in Code Section 402(g)(2)(A) was made to the Participant Account for that calendar year, the Plan Provider shall send Instructions to Custodian, by no later than the immediately following April 15, to distribute to the Participant such excess, together with any income or loss attributable thereto to the date of distribution by check.

If Employer contributions in the form of “matching contributions” (within the meaning of Code Section 401(m)(4)) are made to any Participant Account and the Plan Provider receives written notice from the Employer that "excess aggregate contributions" as defined in Code Section 401(m)(6)(B) were made to one or more Participant Accounts for the immediately preceding calendar year, the Plan Provider shall send Instructions to Custodian, no later than the last day of the current calendar year, to distribute those excess aggregate contributions, together with any income or loss attributable thereto to the date of distribution by check. The income or loss to be included in any distribution pursuant to this Paragraph 9.7 shall be specified in the notice of distribution and determined by the Participant or Employer as relevant in a manner consistent with applicable Treasury regulations, if any.

9.8 Direct Rollovers. Notwithstanding any provision of the Agreement to the contrary that would otherwise limit a Distributee’s election under this section, a Distributee may elect, at the time and in the manner prescribed by this Custodial Agreement and the Plan, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Employer and Plan Provider may establish rules and procedures governing the processing of Direct Rollovers and limiting the amount or number of such Direct Rollovers in accordance with applicable Treasury Regulations. Distributions not transferred to an Eligible Retirement Plan in a Direct Rollover shall be subject to income tax withholding as provided under the Code and applicable state and local laws, if any.

9.8. 1 Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of periodic payments (not less frequently than annually), made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary or for a specified period of ten years or more, any distribution to the extent such distribution is required under Code Section 401(a)(9); and any hardship distribution. Notwithstanding the foregoing, any portion of a distribution that consists of after-tax contributions which are not includible in gross income may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b), or a qualified plan described in Code Sections 401(a) or 409(a) that agrees to separately account for amounts to transferred including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution which is not so includible.

9.8. 2 Eligible Retirement Plan. An Eligible Retirement Plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), or an annuity or custodial account described in Code Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan and which accepts the Distributee's Eligible Rollover Distribution. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under the QDRO, as defined in Code Section 414(p). If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account (as defined in Code Section 402A), an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account and a Roth IRA.

9.8.3 Distributee. A Distributee includes an Employee, or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is an Alternate Payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

9.8.4 Direct Rollover. A Direct Rollover is a payment by the Plan to an Eligible Retirement Plan specified by the Distributee.

9. 9 Other Distribution Provisions. If a distribution is payable from a Participant Account to a person with a legal disability or to a minor, the Plan Provider may send instructions to the Custodian to pay the amount involved to the legal guardian of the individual or, if none, to an individual who is permitted to receive such a payment by the laws of the State in which the disabled or minor lives. Such payment shall fully discharge the Custodian, Plan Provider and the Employer from further liability on account thereof.

9. 10 Responsibility for Compliance with Distribution Requirements. The Plan Provider shall be responsible for insuring that distributions meet the requirements of Paragraphs 9.1 , 9.2 and 9.3 above, based on information supplied by the Employer and/or the Participant, upon which it is entitled to rely, and neither the Plan Provider nor the Advisor shall have responsibility for such determination. The Custodian shall be entitled to rely on directions from the Plan Provider as to all distributions and shall have no responsibility or obligation to independently determine when or amount should or must be distributed at any time.

9. 11 Documents Necessary for Distribution. Before Instructing the Custodian to make a distribution from any Participant Account, the Plan Provider shall receive any and all application, certificates, tax waivers, signature guarantees, and other documents (including proof of legal representative's authority) that the Plan Provider may deem necessary or appropriate.

9. 12 Small Account Balances. Distribution requests less than $5,000 may be made in the form of a lump sum payment to the Participant. If distribution requests for amounts less than $5,000 are submitted requesting periodic payments, Plan Provider has the right to send Instructions to the Custodian to process the distribution as a lump sum without the consent of the Participant or Beneficiary. In the event the Plan is subject to ERISA, the $5,000 shall be reduced to $1,000 each place it occurs in this Section.

ARTICLE 10 – AMENDMENT AND ASSIGNMENT

In cases which do not involve an ERISA Plan, this Agreement may be amended by the Custodian, provided notice of such amendment is sent to the Plan Provider at least thirty (30) days prior to the effective date of any such amendment. The Plan Provider reserves the right, with the consent of the Custodian, to amend any or all provisions of this Custodial Account at any time without obtaining the Participant's approval or consent. Each Participant for whom an Account is maintained, delegates to the Plan Provider the power to amend all or any part of this Custodial Agreement on his/her behalf, including retroactive amendments, and each such person shall be deemed to have consented to any amendment made by the Plan Provider and Custodian provided that notice in writing of such amendment shall be given to the Participant.

The Participant consents to electronic delivery of information by the Custodian and Plan Provider. By agreeing to electronic delivery, the Participant is giving consent to electronic delivery of all communications regarding the Plan and Participant Account, other than those the Participant specifically requests to be delivered in paper form. Such communications may include all current and future account statements prepared by the Custodian or Plan Provider, notices, disclosures, regulatory communications such as privacy notices, and other information, documents, data, and records regarding the Plan and Participant Account, including amendments to this Agreement, delivered tor provided to the Participant by the Custodian, the Plan Provider, or the agents or affiliates of either.

Notice to the Participant may be given through U.S. Mail or through electronic means and shall be effective when mailed or electronically transmitted by the Plan Provider or Custodian to the last known address or e-mail address of the intended recipient as shown on the records of the Custodian or Plan Provider. Any such amendment shall be effective as specified therein. In cases which involve an ERISA Plan, this Agreement may be modified as permitted by plan level agreements with the employer.

No amendment of this Custodial Agreement or the Plan Document shall be effective if it would cause or permit (i) any of the assets held in the Participant Account to be diverted to any purpose other than for the exclusive benefit of the Participant or the Participant's Beneficiary(ies), as applicable, or to revert to or become the property of the Employer, (ii) a Participant, or the Participant's Beneficiary(ies) to be deprived of any benefit to which the Participant or Beneficiary was entitled under the Custodial Agreement prior to the amendment, unless the amendment is necessary to conform to, or satisfy the conditions of, any law, governmental regulation or ruling, or to permit the Custodial Account to meet the requirements of the Code or ERISA, or (iii) the rights, duties, responsibilities, obligations or liabilities of the Custodian or the Plan Provider to be affected without the written consent of the Custodian or the Plan Provider, as applicable.

Notwithstanding the foregoing, only the Custodian, the Plan Provider or the Advisor may revise their fee schedule provided for in Article 7, which revision shall not be considered an amendment of this Custodial Agreement. Neither shall a change by a Participant of an investment Direction or a revocation of change of Beneficiary designation be considered an amendment to this Custodial Agreement.

ARTICLE 11 – RESIGNATION OR REMOVAL OF THE CUSTODIAN OR THE PLAN PROVIDER

11.1 Custodian's Right to Resign. The Custodian may resign with respect to any or all Custodial Accounts by giving ninety (90) days written notice to the Plan Provider. The Custodian may designate a qualified successor custodian in its notice of resignation, subject to the consent of the Plan Provider, which consent shall not be unreasonably withheld. If the Plan Provider does not respond within ninety (90) days after being given the notice, the Plan Provider shall be deemed to have consented to the appointment of the successor custodian. If the Custodian does not designate a successor custodian in its notice to the Plan Provider, or if the Plan Provider does not consent to the appointment of the successor custodian designated by the Custodian, the Plan Provider may appoint a new custodian. The party entitled to the notice may waive the notice period.

The Plan Provider may assign its responsibilities under this Agreement to a qualified successor by giving thirty (30) days written notice to the Custodian, subject to the consent of the Custodian, which consent may not be unreasonably withheld. If the Custodian does not respond within thirty (30) days after being given notice, the Custodian shall be deemed to have consented to the appointment of the successor Plan Provider. The party entitled to notice may waive the notice period.

11.2 Plan Provider's Right of Removal and Appointment of Successor Custodian. The Plan Provider has the right to remove the Custodian upon ninety (90) days' prior written notice to the Custodian and thirty (30) days' written notice to the Participant. Plan Provider may appoint a successor custodian of the Custodial Account at any time by giving at least thirty (30) days written notice to the Participant and may designate a qualified successor custodian. The party entitled to notice may waive the notice period.

11.3 Successor Custodian. The appointment of the successor custodian will become effective at the time the Custodian ceases to act. The Custodian shall promptly transfer all records pertaining thereto, provided that any successor custodian shall agree not to dispose of any such records without the Custodian's consent. The Custodian shall not be liable for the acts or omissions of such successor whether or not it makes such appointment. The successor will have all rights, powers, privileges, liabilities and duties of the Custodian.

The Custodian will assign, transfer and deliver all assets and liabilities held in the Custodial Account, directly to the successor custodian on the effective date of the resignation or as soon thereafter as practical. The Custodian is authorized, however, to reserve such Mutual Funds as it deems advisable to provide for the payment of expenses, fees, taxes and other liabilities under this Custodial Agreement, and for the payment of all liabilities constituting a charge on or against the assets of any Custodial Account or on or against the Custodian, and where necessary may liquidate such reserved shares. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor. The successor custodian shall hold the assets paid over to it under the terms of this Custodial agreement.

ARTICLE 12 - TERMINATION OR TRANSFERS

12. 1 Discontinuance of Contributions. The complete discontinuance of contributions to a Participant Account shall not cause that Participant Account to terminate except as defined in Paragraph 12.5 Termination of a Participant Account shall be effected by a distribution of all assets in the Participant Account to the Participant or, after the Participant's death to the Participant's Beneficiary at the direction of the Participant or Beneficiary, as the case may be, or in the absence of such direction, as determined by the Plan Provider, subject, however to the Custodian's right to reserve Mutual Funds in the same manner as provided for in Article 11.

12.2 Disqualification. If the Plan Provider receives written notice that the Internal Revenue Service has determined that the Participant's Account fails to meet the requirements of Code Section 403(b)(7) by reason of some inadequacy not capable of being corrected by a retroactive amendment, the Plan Provider shall terminate the Participant Account by distributing the assets thereof to the Participant.

12.3 Termination of Accounts. Upon termination of all Participant Accounts in any manner provided for in this Section, this Custodial Agreement shall be considered to be rescinded and of no force and effect and the Custodian, the Advisor, and the Plan Provider shall be relieved from all further liability with respect to this Custodial Agreement, any Custodial or Participant Account, and all assets thereof so distributed.

12.4 Transfers. The Participant may direct the transfer of the assets of the Participant Account at any time to another account or annuity established for the Participant pursuant to Code Section 403(b)(7) upon written instructions to the Plan Provider in such form as the Plan Provider may require, subject, however, to the Custodian's right to reserve Mutual Funds in the same manner provided for in Article 11.

12.5 Inactive Accounts with Small Balances. The complete discontinuance of contributions to a Participant Account shall not cause that account to terminate except when the account value is less than $1,000. Plan Provider has the right to terminate the account and distribute assets to the Participant only when the account value is less than $1,000, no contributions have been received for a period of twelve consecutive months and the Participant has received written notification thirty (30) days prior to the distribution.

ARTICLE 13 - INDEMNIFICATION

Participant hereby agrees to indemnify, defend and hold the Custodian and its affiliates and their respective directors, managers, officers, employees, agents and other representatives (collectively referred to as its "Affiliates") harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits or actions, including but not limited to legal expenses, court costs, legal fees and costs of investigation, including appeals thereof, (collectively or individually, “Claims”) resulting from their reliance upon any notice or instruction purporting to have been delivered by the Employer, Custodian, Participant, Plan Provider or Advisor, resulting from changes in the market value of the Fund or any exercise of failure to exercise investment direction authority by the Employer, Advisor, Participant or the Plan Provider or resulting from the Custodian’s refusal on advice of counsel to act in accordance with any investment direction by any person or entity. Participant waives any and all Claims of any nature it now has or may have against the Custodian and its Affiliates which arise directly or indirectly from any action taken in good faith in accordance with any notice or instruction from the Plan Provider, Advisor, Participant or Employer of any disqualification of a plan due to any actions taken or not taken by the Custodian in reliance on instructions from the Plan Provider, Advisor, Participant or Employer or any other act the Custodian takes in good faith under this Agreement or in connection with the administration of the Fund.

The Custodian shall not be liable to Participant for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with instructions from the Plan Provider, Advisor, Participant or Employer; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Custodian.

The Custodian shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Custodial Account or with respect to any property held in the Fund. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized to consult with its counsel in reference to the Custodial Account and to retain counsel and appear in any action, suit, or proceedings affecting the Custodial Account or any of the assets of the Fund. All legal fees, costs, and expenses so incurred shall be paid for by the Custodial Account. The Custodian may retain legal counsel whenever in the Custodian’s judgment it is necessary or advisable to do so in connection with the discharge of the Custodian’s duties, and the fees and expenses of such counsel will be paid by the Custodial Account.

The provisions of this Article shall survive the termination, amendment or expiration of this Agreement.

ARTICLE 14 - REQUIREMENTS OF TITLE I OF ERISA

The Employer or its designee shall be solely responsible for determining whether Title I of ERISA is applicable with respect to the Custodial Account and shall notify the Plan Provider in writing if it determines that Title I of ERISA is so applicable. In such event, the Employer shall take all such actions as are necessary to assure that the Custodial Account is administered in compliance therewith; such action shall include, but shall not be limited to, implementing procedures to ensure that each requested distribution from the Custodial Account is processed in accordance with the requirements of ERISA. Neither the Custodian, the Advisor, nor the Plan Provider shall be under any obligation to determine whether Title I of ERISA is applicable with respect to any Custodial Account. Any determination in that regard shall be the sole responsibility of the Employer; and the Custodian, the Advisor, and the Plan Provider shall be entitled to rely on that determination of the Employer. The Custodian, the Advisor, and the Plan Provider shall be entitled to regard each Custodial Account maintained under the Section 403(b) Plan as not subject to Title I of ERISA, unless notified otherwise in writing by the Employer.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No Diversion of Assets and Nonforfeitability. At no time shall it be possible for any part of the assets of a Participant Account to be used for or diverted to purpose other than for the exclusive benefit of the Participant and the Participant's Beneficiary, as applicable, or for the payment of expenses and other amounts as specifically provided in this Custodial Agreement. The interest of a Participant in the Participant Account shall be nonforfeitable at all times.

15.2 Further Agreements. The parties to, and all persons claiming any interest whatsoever under this Agreement agree to perform any and all acts and to execute any and all documents and papers that may be necessary to carry out this Agreement or any of its provisions.

15.3 Binding on Successors. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of all parties to the Agreement.

15.4 Nonassignability of Benefits and Assets. The benefits provided herein and the assets of the Participant Account shall not be subject, whether voluntary or involuntarily, for alienation, assignment, legal process, garnishment, attachment, execution or levy of any kind (other than with regard to the payment of the Custodian and the Plan Provider’s fees and expenses as authorized by this Custodial Agreement), and any attempt to cause such assets to be so subjected shall not be recognized except to the extent as may be required by law or as provided herein. Neither the foregoing nor any provision of this Custodial Agreement, however, shall restrict compliance with a court order determined to be a "qualified domestic relations order" defined in Code Section 414(p). If the Plan Provider so determines, the amount payable with respect to that order shall immediately be distributed in a single sum to the "alternate payee" (as defined in Code Section 414(p)).

15.5 Qualification and Compliance. The Custodial and Participant Account is established with the intent that it shall qualify under Code Section 403(b)(7) and where applicable, the relevant provisions of ERISA. All terms and provisions hereof shall be interpreted, whenever possible, so as to comply with that Code Section and those ERISA provisions.

15.6 Governing Law. This Custodial Agreement shall be construed, interpreted, administered, and enforced according to the laws of the State in which the principal office of the Custodian is located except insofar as superseded by ERISA. All controversies, disputes, and claims arising under this Agreement and not otherwise resolved will be submitted to the United States District Court for the district where the Custodian has its principal place of business, and by executing this Agreement, each party hereto consents to that court’s exercise of personal jurisdiction over them.

15.7 Limitation on Claims. No claim may be made by the participant, the Employer of the Plan Provider or Advisor against the Custodian for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement.

15.8 Arbitration. The parties hereto hereby agree that all claims and disputes of every type and matter which may arise under this Agreement shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held at a location in the continental United States (with a minimum of 100,000 residents) chosen by the party against whom the arbitration is brought. To the extent not preempted by federal law, South Dakota statutory law (including without limitation the statutes governing the award of damages in arbitration) and South Dakota common law shall control during arbitration. The Participant expressly waives any right the Participant may have to institute or conduct litigation or arbitration involving the Custodian in any other forum or location or before any other body, whether individually, representatively, or in any other capacity. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Under the rules of the American Arbitration Association, there may be no right to pre-arbitration discovery, including depositions or written questions and document production. The arbitrator’s award is not required to include factual findings or legal reasoning, and any Party’s right to appeal or to seek modification or rulings by the arbitrator(s) is strictly limited.

15.9 USA Patriot Act Notification. The following notification is provided to Customer pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an Account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for you: When you open an Account, the Employer, Custodian or the Plan Provider may ask for information that will allow them to verify your identity. This may include your name, social security number, residential address, and date of birth. The Custodian or the Plan Provider may also ask to see a copy of your driver’s license or other identifying documents.

15.10 Taxes. Customer shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result of the receipt of services rendered under this Agreement, including but not limited to any tax which Customer is required to withhold or deduct from payments to Custodian, except (i) any tax imposed upon Custodian in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Custodian; and (ii) any income tax imposed upon Custodian by the United States or any governmental entity within the United States. In order for the exception contained in (i) to apply, Customer must furnish Custodian with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that Custodian may claim the credit. The fees to be charged by Custodian to Customer under this contract, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where Custodian is obligated to report and pay VAT with respect to services provided to Customer, Customer agrees to be invoiced by Custodian for the VAT at the applicable prevailing VAT rate.

15.11 Data. Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Customer Information hereunder provided that any such data does not specifically identify any of Customer's confidential information. Customer hereby authorizes Custodian to share Customer's data, Personal Information and confidential information among Custodian's related companies so long as the same protective provisions contained in this Agreement are followed by every entity to which disclosure is made.

15.12 Confidentiality

15.12.1 Definitions. In connection with this Agreement, including without limitation the evaluation of new services contemplated by the parties to be provided by Custodian under this Agreement, information will be exchanged between Custodian and Participant, Employer, Plan Provider, and Advisor, and such persons/entities agents. Custodian shall provide information that may include, without limitation, confidential information relating to the Custodian's products, trade secrets, strategic information, information about systems and procedures, confidential reports, customer information, vendor and other third party information, financial information including cost and pricing, sales strategies, computer software and tapes, programs, source and object codes, and other information that is provided under circumstances reasonably indicating it is confidential (collectively, the "Custodian Information"), and such persons/entities shall provide information required for the services to be provided, including customer information, which may include Personal Information (defined below), to be processed by the services, and other information that is provided under circumstances reasonably indicating it is confidential ("Customer Information") (the Custodian Information and the Information of such persons/entities collectively referred to herein as the "Information"). Personal Information that is exchanged shall also be deemed Information hereunder. "Personal Information" means personal information about an identifiable individual including, without limitation, name, address, contact information, age, gender, income, marital status, finances, health, employment, social security number and trading activity or history. Personal Information shall not include the name, title or business address or business telephone number of an employee of an organization in relation to such individual's capacity as an employee of an organization. The Information of each party shall remain the exclusive property of such party.

15.12.2 Obligations. The receiver of Information (the "Receiver") shall keep any Information provided by the other party (the "Provider") strictly confidential and shall not, without the Provider's prior written consent, disclose such Information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such Information, including, without limitation, by means of photocopying or transcribing of voice recording, except in accordance with the terms of this Agreement except as provided in this Agreement. The Receiver shall only use the Information as reasonably required to carry out the purposes of this Agreement.

15.12.3 Exceptions. Except with respect to Personal Information, nothing contained herein shall in any way restrict or impair either party's right to use, disclose or otherwise deal with: In addition, each employee of the Receiver shall be free to use for any purpose, upon completion of the services rendered under this Agreement, any general knowledge, skill or expertise that

(i) is acquired by such employee in performance of those services,
(ii) remains part of the general knowledge of such employee after access to the tangible embodiment of the Provider's Information,
(iii) does not contain or include any such Information, and (iv) is not otherwise specific to the Provider.

15.12.4 Return or Destroy. Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of Information of the other that are in their possession relating to the terminated Agreement, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Notwithstanding the foregoing, Custodian shall have the right to keep one copy of such Information as may be reasonably required to evidence the fact that it has provided the services to Participant. In the event that Participant requires Custodian to return any Participant Information, Participant shall pay Custodian (at the rates set forth in the applicable Schedule, or, if no such rates are set forth, at Custodian's then current charges) for Custodian's actual time spent and incidental expenses actually incurred in connection with such return.

In addition, each employee of the Receiver shall be free to use for any purpose, upon completion of the services rendered under this Agreement, any general knowledge, skill or expertise that (i) is acquired by such employee in performance of those services, (ii) remains part of the general knowledge of such employee after access to the tangible embodiment of the Provider's Information, (iii) does not contain or include any such Information, and (iv) is not otherwise specific to the Provider.

15.12. 4 Return or Destroy. Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of Information of the other that are in their possession relating to the terminated Agreement, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Notwithstanding the foregoing, Custodian shall have the right to keep one copy of such Information as may be reasonably required to evidence the fact that it has provided the services to Participant. In the event that Participant requires Custodian to return any Participant Information, Participant shall pay Custodian (at the rates set forth in the applicable Schedule, or, if no such rates are set forth, at Custodian's then current charges) for Custodian's actual time spent and incidental expenses actually incurred in connection with such return.

15.13 Nonpublic Personal Information.

15.13. 1 Obligations. Custodian shall not disclose or use any nonpublic Personal Information of Participant except to the extent reasonably required to carry out its obligations under this Agreement or as otherwise directed by Participant, Employer, Plan Provider, Advisor, or an agent of such person/entity. In connection with each party's use or provision of the rendered services, as applicable, each party shall comply with any applicable law, rule or regulation of any jurisdiction applicable to such party relating to the disclosure or use of Personal Information (including, without limitation, with respect to Customer and its Affiliates and their customers, Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, as the same may be amended or supplemented from time to time).

15.13. 2 Security Measures. Custodian shall (i) implement and maintain commercially reasonable measures to protect the security, confidentiality and integrity of nonpublic Personal Information of Customer's customers against anticipated threats, unauthorized disclosure or use, and improper disposal, and (ii) provide Participant with information regarding such security measures upon the reasonable request of Participant.

15.13. 3 Security Breaches. Each party shall promptly provide the other party with notice of (i) any disclosure, access to or use of any Personal Information in breach of this Agreement and (ii) any unauthorized intrusion into systems containing Participant's Personal Information.

15.13. 4 Equitable Relief. A breach of any provision of this Agreement may cause the Custodian irreparable injury and damage and therefore may be enjoined through injunctive proceedings, in addition to any other rights or remedies which may be available to such party, at law or in equity.