Trust Company of America
Institutional Advisor Services

INDIVIDUAL, JOINT, UTMA/UGMA, or LEGAL ACCOUNT APPLICATION

General Instructions

Use these instructions to complete the Individual, Joint, UTMA/UGMA, or Legal Account Application.

Purpose of this form. This form is required to open a managed Individual, Joint, UTMA/UGMA, or Legal account through your designated investment advisor, with Trust Company of America providing custodial services to you and your investment advisor.

All fields are required unless noted. The only exceptions are if a section or entry is listed as 'optional' or 'if applicable'.

'Optional' indicates the section or entry is an elective and non-obligatory service or feature. By entering information in an optional section or entry, you are choosing to participate in the service or feature.

'If applicable' indicates the section or entry is required if certain conditions apply. These conditions are outlined in detail in these instructions.

You must **complete all required fields and provide all required additional forms and documentation** to expedite processing and to avoid requests for additional information.

Print or type all entries. Print clearly in all CAPITAL LETTERS to complete this application. To type entries, a fillable PDF of this form can be found online at www.trustamerica.com/advisor-forms.

Unknown information. If information is requested and you do not know where to obtain the requested information, contact your investment advisor or client representative for direction.

Important New Account Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires Trust Company of America to verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, Trust Company requires this information for any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identification documentation is not required. However, Trust Company reserves the right to request identifying documentation in certain circumstances. Your account may be restricted and/or closed if Trust Company cannot verify this information. Trust Company will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information or from any restriction placed upon, or close of, your account.

Additional Forms

The following list contains the additional forms associated with this account application. You must provide all required forms to expedite your application processing and to avoid requests for additional information. *Note: Additional documentation may also be required to complete the form.*

Where to get additional forms. If additional Trust Company forms are needed, you may either ask your investment advisor or client representative for a copy of the form or download the form online at www.trustamerica.com/advisor-forms.

Additional Information Application Addendum. Required to designate more than one interested party.

Transfer Authorization. Required if you are transferring assets from another custodian or other financial institution.

Systematic Contribution or Distribution Request. If you are electing both a systematic ACH contribution and ACH distribution with different bank accounts.

Section 1: Account Type

A. Account Type

Check the appropriate box to indicate the type of account you want to create with this application.

State of residence for UTMA/UGMA. Enter the name of the state of residence for UTMA/UGMA accounts. *Note: If the state name is left blank, the minor's state of residence is the default.*

Note: Upon the death of an account owner, surviving owner(s) on joint accounts will need to open a new account and if applicable, designate new Transfer on Death beneficiaries to maintain account registration history.

Definitions:
Individual Account is an account where there is one beneficial owner.
Joint Tenants with Rights of Survivorship Account is an account where there is more than one account owner and each owner has an equal and undivided interest in the account. Upon the death of an account owner, account ownership passes to the other owner(s).
Joint Tenants in Common Account is an account where there is more than one account owner and each owner has a specified percentage interest in the account. Upon the death of an owner, the deceased owner's percentage interest is retained by the owner's estate and is not passed to the surviving owner(s).
Community Property Account is an account for married couples living in a community property state where owners have equal rights to the assets. Upon divorce or death, half the account belongs to each spouse (similar to Joint Tenants in Common).
Joint Tenants by the Entireties Account is an account for married couples that live in a state where Joint Tenants by the Entireties are available. Upon the death of one of the account owners, account ownership passes to the other spouse; however, the assets cannot be sold to pay the debts of either spouse.
UTMA/UGMA Account, or an Uniform Transfer to Minors Act (UTMA) account, is an account that allows an adult to contribute to a custodial account in a minor's name without having to establish a trust or name a legal guardian.
Guardianship or Conservatorship Account is an account for beneficial owners, usually a minor or a person who can no longer manage his/her financial matters, where a court-appointed guardian or conservator has been legally named.

B. Additional Documentation Requirements

This section outlines specific additional documentation requirements to complete an account application for each account type above.

Read carefully. You must **provide all required documentation** to expedite processing and to avoid requests for additional information.

Individual account. No additional documentation is required.

Joint account. No additional documentation is required.

UTMA/UGMA account. No additional documentation is required.

Legal account. A copy of the court documents appointing the guardian or conservator is required.

Note: Trust Company of America reserves the right to request additional information as required to carry out any instructions including but not limited to transfer or liquidation of securities owned by the account.

Section 2: Account Owner

A. Account Owner

Enter the account owner information for this account.

Name. Enter the legal name of the primary or beneficial account owner.

Home phone, work phone, and email address. This information is not required for custodian accounts. Provide this information if applicable for legal accounts. All other account types require this information.

Mailing address. Enter the mailing address for the account statements and account-related correspondence.

Definitions:
Primary account owner. The individual whose social security number is on the account for tax reporting.
Beneficial owner. The minor for UTMA/UGMA accounts or the individual who can no longer manage their financial matters for legal accounts.

B. Street Address

Check the 'My Mailing Address Is My Residential Street Address' box, if the two addresses are the same. If the mailing address above is a P.O. Box or is not your residential street address, your residential street address must be provided.

Section 3: Joint Owner, Custodian, Guardian, or Conservator (if applicable)

A. Type

Check the box to indicate if providing the joint account owner, custodian, guardian, or conservator information for this account.

Name. Enter the legal name of the joint account owner, custodian, guardian, or conservator on the account.

B. Street Address

Check the 'Residential Street Address Same As Account Owner's Street Address' box, if the addresses are the same. If they are different, the joint owner, custodian, guardian, or conservator's residential street address must be provided.

Note: For the joint owner, custodian, guardian, or conservator to receive copies of statements, deposit confirmations, or tax forms, complete Section 7.

Section 4: Identification

A. Account Owner

Check the box of the type of identification you are providing for the account owner in Section 2. Enter the identification number in the space provided. Enter the state designation if applicable. *Note: Identification information is not required if account owner is a minor*.

B. Joint Owner, Custodian, Guardian or Conservator (if applicable)

Check the box of the type of identification you are providing for the joint owner, custodian, guardian, or conservator in Section 3. Enter the identification number in the space provided. Enter the state designation if applicable.

Section 5: Account Funding

Check the appropriate box(es) to indicate the methods by which this account will be funded. Select all that apply.

Read carefully. You must **provide all required information and/or documentation** to expedite account funding.

By check. Make the check payable to Trust Company of America.

IMPORTANT: In the memo line on the front of the check, write your new Trust Company of America account number, if available.

By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.

By systematic ACH contributions. Provide systematic ACH contribution and bank information in Section 6.

Transferring from another custodian or other financial institution. Complete, sign, and provide a Transfer Authorization form for each transferring account.

Section 6: Systematic Contribution or Distribution and Bank of Record (optional)

A. Systematic ACH Contribution

If you want to set up a systematic ACH contribution from your bank account to your Trust Company of America account, enter the contribution information. Then enter the bank information in Section 5C. *Note: It takes approximately 30 days from receipt of this form for the systematic contribution to be activated.*

B. Systematic Distribution

If you want to set up a systematic distribution from your Trust Company account, enter the distribution information including the distribution method instructions. If the distributions method is by ACH, complete the bank information in Section 5C. *Note: It takes approximately 30 days from receipt of this form for this option to be activated.*

C. Bank Information

Check the appropriate boxes if the bank information is for a systematic ACH contribution or ACH distribution and if the bank account is a checking account or savings account. Then either enter your bank information or provide a voided check with the application. If you provide a voided check, check the 'Voided Check Provided' box on the application.

Note: If you are electing both a systematic ACH contribution and ACH distribution with different bank accounts, complete this section for one election. Then complete and provide a Systematic Contribution or Distribution Request form for the other election.

D. Bank of Record for Wiring Instructions

If you would like to provide a bank of record for wiring instructions for non-systematic disbursements from this account, enter your bank account information.

IMPORTANT: Wire instructions to a bank different than the designated bank of record may require written instructions signed by an authorized party for this account.

Section 7: Interested Third Party (optional)

If you would like other individuals to receive copies of your statements, deposit confirmations, or tax forms, enter their information and check the appropriate box(es) to indicate the information you want them to receive.

Examples of interested third parties are tax accountants, attorneys, and other types of personal representatives. *Note: An interested third party is not your investment advisor or your client representative.*

More than one interested third party. If you would like to designate additional interested third parties, complete, sign, and provide an

Additional Information Application Addendum form and check the 'Additional Third Party Information Provided' box at the end of the section.

Section 8: Account Management

A. Investment Advisor

Enter the name of the advisory firm managing your account. *Note: As the account owner, you are granting the exclusive authority to your investment advisor to direct the investment activities of this account.*

B. Client Representative

Enter the information for the client representative that is associated with or referring you to the investment advisor that will be managing your account.

Section 9: Signature

It is important for you to read and understand the terms and conditions covering this application before you sign.

Terms and conditions:

☐ Account Agreement (Section 10)
☐ Trust Company of America Client Privacy (Section 11)
☐ Truth in Savings Disclosure – Institutional Clients (Section 12)

Sign and date. Read over the signature section carefully, then the account owner and/or if applicable, the joint owner, custodian, guardian, or conservator sign and date the application.

Final Checklist

You must complete all required fields and provide all required forms and documentation to expedite processing and to avoid unnecessary requests for additional information.

We recommend you use the following checklist to make sure you have completed the application.

For all applications:

☐ Specify account type you are applying for with this application
☐ Enter all required account owner information
☐ Enter identification information for primary or beneficial owner
☐ Provide all account funding details
☐ Enter your investment advisor's firm name
☐ Enter your client representative's information
☐ Read terms and conditions
☐ Sign and date

If you are opening with a joint owner, custodian, guardian, or conservator:

☐ Enter all required joint owner, custodian, guardian, or conservator information
☐ Enter identification information for joint owner, custodian, guardian, or conservator
☐ The joint owner, custodian, guardian, or conservator signs and dates

If you are opening a legal account:

☐ Provide a copy of the court documents appointing the guardian, conservator, or custodian

If providing a check to fund the account:

☐ Enter the check amount in Section 5
☐ Write your new Trust Company of America account number in the memo line on the front of the check, if available.

If transferring assets:

☐ Complete, sign, and provide a Transfer Authorization form for each transferring account

If establishing a systematic contribution:

☐ Complete the information in Section 5A and 5C

If establishing a systematic distribution:

☐ Complete the information in Section 5B and 5C

If establishing a systematic contribution and distribution, and the banks accounts for each are not the same:

☐ Complete the information in Section 5A and 5C for the systematic contribution
☐ Complete a Systematic Contribution or Distribution Request form for the systematic distribution

If establishing a bank of record for wiring instructions:

☐ Complete the information in Section 5D

If electing optional services or features:

☐ Enter interested third party information

If enclosing additional information, such as a voided check:

☐ Check the appropriate box(es) indicating additional information is provided

Return your completed application as instructed by your investment advisor or your client representative. Questions regarding this form should be directed to your investment advisor.

Trust Company of America
Institutional Advisor Services

INDIVIDUAL, JOINT, UTMA/UGMA, or LEGAL ACCOUNT APPLICATION

SECTION 1: Account Type

A. ACCOUNT TYPE

Select one:
☐ INDIVIDUAL
☐ JOINT: JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
☐ JOINT: JOINT TENANTS IN COMMON
☐ JOINT: COMMUNITY PROPERTY
☐ JOINT: JOINT TENANTS IN ENTIRETY
☐ CUSTODIAN: UTMA
☐ CUSTODIAN: UGMA
☐ LEGAL: GUARDIANSHIP
☐ LEGAL: CONSERVATORSHIP
☐ LEGAL: OTHER COURT APPOINTED

If UTMA/UGMA, State of Residence

B. ADDITIONAL DOCUMENTATION REQUIREMENTS

LEGAL ACCOUNT. Provide a copy of the court documents appointing the guardian, conservator, or custodian.

SECTION 2: Account Owner

A. ACCOUNT OWNER

First Name MI Last Name

Mailing Address

City State Zip+4

Social Security Number Date of Birth

Work Phone Home Phone

Email Address

B. STREET ADDRESS

☐ My mailing address is my residential street address

Residential Street Address (no P.O. Boxes)

City State Zip+4

SECTION 3: Joint Owner, Custodian, Guardian, or Conservator (if applicable)

A. TYPE

Select one: ☐ Joint owner ☐ Custodian for UTMA/UGMA
☐ Guardian ☐ Conservator

First Name MI Last Name

Trust Company Account Number

SECTION 3: Joint Owner, Custodian, Guardian, or Conservator Continued (if applicable)

Social Security Number Date of Birth

Work Phone Home Phone

Email Address

B. STREET ADDRESS

☐ Residential street address same as account owner's street address

Residential Street Address (no P.O. Boxes)

City State Zip+4

SECTION 4: Identification

A. ACCOUNT OWNER

IMPORTANT: Identification information is not required if account owner is a minor.

Select one type of identification, and enter the ID number in section A for the account owner in Section 2:

☐ Driver's license or ID card issued by a state or outlying possession of the United States
☐ ID card issued by a federal, state, or local government agency or entity
☐ U.S. Passport
☐ Certificate of U.S. Citizenship (INS Form N-560 or N-561)
☐ Unexpired foreign passport, with I-551 stamp or attached INS Form 1-94 indicating unexpired employment authorization
☐ Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)

Identification Number State (if applicable)

B. JOINT OWNER, CUSTODIAN, GUARDIAN, or CONSERVATOR (if applicable)

Select one type of identification, and enter the ID number in section B for the joint owner, custodian, guardian, or conservator in Section 3:

☐ Driver's license or ID card issued by a state or outlying possession of the United States
☐ ID card issued by a federal, state, or local government agency or entity
☐ U.S. Passport
☐ Certificate of U.S. Citizenship (INS Form N-560 or N-561)
☐ Unexpired foreign passport, with I-551 stamp or attached INS Form 1-94 indicating unexpired employment authorization
☐ Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)

Identification Number State (if applicable)

INDIVIDUAL, JOINT, UTMA/UGMA, or LEGAL ACCOUNT APPLICATION

SECTION 5: Account Funding

Select all that apply:
☐ By check. Make the check payable to Trust Company of America.

Check Amount ($)

IMPORTANT: In the memo line on the front of the check, write your new Trust Company of America account number, if available.

☐ By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.
☐ By systematic ACH contributions. Provide systematic ACH contribution and bank information in Section 6.
☐ Transferring from another custodian or other financial institution. Complete, sign, and provide a Transfer Authorization form for each transferring account.

SECTION 6: Systematic Contribution or Distribution and Bank of Record (optional)

Note: If you are electing both a systematic ACH contribution and ACH distribution with different bank accounts, complete this section for one election. Then complete and provide a Systematic Contribution or Distribution Request form for the other election.

A. SYSTEMATIC ACH CONTRIBUTION

IMPORTANT: It takes approximately 30 days from receipt of this form for the systematic contribution to be activated.

Amount of Each Contribution ($)

Month to Begin Contributions (see note above)

Frequency of Contributions
Select one: ☐ Monthly ☐ Semi-annually ☐ Quarterly ☐ Annually

Day of Month to Withdraw Contributions
Select one: ☐ 5th ☐ 25th

B. SYSTEMATIC DISTRIBUTION

IMPORTANT: It takes approximately 30 days from receipt of this form for the systematic distribution to be activated.

Amount of Each Distribution ($)

Month to Begin Distributions

Frequency of Distributions
Select one: ☐ Monthly ☐ Semi-annually ☐ Quarterly ☐ Annually

Day of Month to Withdraw Distributions
Select one: ☐ 5th ☐ 15th (checks only) ☐ 25th

Distribution Method
Select one:
☐ By ACH to the bank information in Section 5C.
☐ By check to the account owner at the address in Section 2.
☐ By check to the account owner at the address below.
☐ By check to a third party listed below.

Trust Company Account Number

SECTION 6: Systematic Contribution or Distribution and Bank of Record Continued (optional)

Payable To

Mailing Address

City State Zip+4

C. BANK INFORMATION

Select one: ☐ Bank for systematic ACH contribution ☐ Bank for systematic ACH distribution

Select one: ☐ Checking account ☐ Savings account

Bank Name ABA (Routing) Number

Name on Bank Account

Bank Account Number

☐ Voided check provided in lieu of bank information. *Note: You still need to indicate the type of account above.*

D. WIRING INSTRUCTIONS FOR BANK OF RECORD (Optional)

Select one: ☐ Checking account ☐ Savings account

Bank Name ABA (Routing) Number

Name on Bank Account

Bank Account Number

☐ Voided check provided in lieu of bank information. *Note: You still need to indicate the type of account above.*

IMPORTANT: Wire instructions to a bank different than your designated bank of record may require written instructions signed by an authorized party for this account.

SECTION 7: Interested Third Party (optional)

Select all that apply: ☐ Statements ☐ Deposit confirmations
☐ Tax forms

Interested Party Name

Mailing Address

INDIVIDUAL, JOINT, UTMA/UGMA, or LEGAL ACCOUNT APPLICATION

SECTION 7: Interested Third Party Continued (optional)

City State Zip+4

☐ Additional interested third party information provided

SECTION 8: Account Management

As account owner, I am granting the authority to the following investment advisor to direct the investment activities of this account.

A. INVESTMENT ADVISOR

Investment Advisor Firm Name

B. CLIENT REPRESENTATIVE

Client Representative Name

Client Representative Firm Name Work Phone

Mailing Address

City State Zip+4

SECTION 9: Signature

SUBSTITUTE W9 PROVISION

By signing below, I certify under penalties of perjury that: (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and (3) I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions item 2 does not apply. For mortgage interest paid, acquisition or abandonment or secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

I understand that the IRS does not require my consent to any provision of this document other than certifications required to avoid backup withholding.

I have read and agree to the terms of the Account Agreement, Section 10. I have read and understand Trust Company of America Client Privacy, Section 11, and Truth in Savings Disclosure – Institutional Clients, Section 12.

Trust Company Account Number

SECTION 9: Signature Continued

Account Owner Signature Date

Print Name

Joint Owner, Custodian, Guardian, or Conservator Signature (if applicable) Date

Print Name

SECTION 10: Account Agreement

I hereby request that Trust Company of America, ("Custodian"), a trust company organized under the laws of the State of Colorado and having its principal place of business in Centennial, Colorado, open a custodial account in the name(s) listed as account owner ("Owner") on this Trust Company of America account application ("Application"). The Owner has selected an investment advisor ("Investment Advisor") as indicated on the Application to manage the assets in the account. The Investment Advisor is an agent of the Owner and is not an agent of the Custodian. The Owner selects the Custodian to furnish system and account services to the Owner on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Custodian agree with each other as follows:

1. A. Account Record Keeping – Custodian shall maintain the account on its computerized system, which provides within each account cash postings, investment activity, account assets, account contributions and account distribution records.

   B. Preparation of Statements and Reports – Custodian shall provide Owner and Investment Advisor with periodic statements of account activity and fee billings. Custodian shall provide such further statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist the Owner and Investment Advisor in the monitoring of the account but the Custodian has no duty to supervise or monitor the account or the actions of the Owner or the Investment Advisor.

   C. Confirmations – Confirmations for securities transactions will be provided upon written request by the Owner or the Investment Advisor. Trust Company will provide this information for no additional cost.

   D. Safekeeping of Property – Custodian shall be responsible for the safekeeping of the assets in the account. Custodian shall not have any responsibility for assets contributed to the account until such assets are actually received by Custodian. Legal title to assets in Owner's account shall be held on behalf of Owner in the name of Custodian as nominee. Owner shall continue to be the beneficial owner of such assets, and as such may withdraw such assets from the account, vote any such assets constituting securities or delegate the authority to vote such securities to any other person and proceed directly as a security holder against the issuer of any security in Owner's account without being obligated to join Investment Advisor or Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.

SECTION 10: Account Agreement Continued

E. Transactions – Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes the Custodian to accept all investment instructions from the Investment Advisor and acknowledges that more than one party may be authorized to request purchases, redemptions and exchanges on the account. Owner acknowledges that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, the Custodian is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions. Custodian is authorized to collect for the account all interest and other payments of income or principal pertaining to assets held in the account, and to hold, invest, disburse, or otherwise dispose of any and all assets of the account upon the direction of the Owner or the Investment Advisor. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Investment Advisor. All sales and all purchases of securities or other investments made for the account by the Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by the Owner or the Investment Advisor, have the power to make all trades through broker/dealers it selects (including affiliates) and shall, in any case, have the power to perform any and all other acts that Custodian may deem necessary or appropriate in connection therewith (including paying commissions). Custodian may aggregate contemporaneous transaction orders, although Custodian's records will be kept on an account by account basis. Custodian shall have no responsibility for investment decisions and Custodian shall not be liable for any losses attributable to investments.

F. Disbursements – Owner hereby authorizes Custodian to pay investment advisory fees from the account as and when billed by the Investment Advisor. Custodian may be paid from the account as specified in Paragraph 3 of this Section 10 or directly by the Investment Advisor for custodial services it is providing hereunder.

G. Proxies – Custodian will facilitate all proxies and accompanying materials solicited by any entity, and all prospectuses issued by any company whose securities are held in the account. Shareholder communications to be mailed to the Owner within a reasonable period of time after the receipt of such Shareholder Communications by Custodian unless otherwise directed in writing either by the Owner or Investment Advisor. Either Owner or Investment Advisor will have the sole responsibility for voting and/or executing all Proxies. Custodian shall be under no duty to determine how, or if, Proxies are voted or to take any other action in connection with any Shareholder Communication. The Custodian will be under no obligation to forward or return any other corporate material received unless required by law except to the extent outlined in this section.

H. Sweep Account – Uninvested cash, the investment of which has not been otherwise directed by the Owner or Investment Advisor, shall be invested in a "sweep account." The sweep account will be a savings account, certificate of deposit, time deposit, or similar investment of the Custodian (or an affiliate of the Custodian) which is insured by Federal Deposit Insurance up to $100,000 per client, "self-directed" retirement accounts, up to $250,000 per client and which bears a reasonable rate of interest for insured deposits. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**

I. Availability of Funds – Deposits made by check may be held until the Custodian receives notification from the issuing Financial Institution that funds have cleared.

J. Federal Deposit Insurance – Federal Deposit Insurance, up to $100,000 per client, "self-directed" retirement accounts, up to $250,000 per client. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**

2. In consideration for the services provided by the Custodian as described in the first paragraph, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of Custodian, including legal fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) or liquidate assets to pay for such fees. Custodian and Investment Advisor have entered into a separate arrangement which details the source of fee income to the Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to the Owner upon request a schedule of the fees Custodian charges for the services provided under this Agreement. Custodian reserves the right to modify the schedule of fees.

3. In addition to the payments under Paragraph 2 of this Section X, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (i) net interest income from the financial institutions into which "sweep account" deposits are made, (ii) 12b-1 fees, directed commissions, sub accounting fees and/or administrative fees from mutual funds in which assets of the account are invested and/or from other persons associated with such mutual funds, and (iii) securities broker/dealer commissions for executing trades of securities.

4. Owner will provide Custodian with any information Custodian may require in order to properly carry out its duties hereunder. Trade summaries, statements of account activity and fee billings and other reports shall be promptly reviewed by the person to whom sent and Custodian shall not be responsible for any discrepancies that are disclosed on such summaries, statements or reports unless the Custodian is notified within 10 days from the date mailed of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian's conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from the Owner, or Investment Advisor or for failing to undertake any act due to the absence of such instructions. Owner agrees to indemnify and hold Custodian harmless from and against any liabilities and expenses (including, without limitation, reasonable attorney's fees) arising out of or in connection with this Agreement (so long as Custodian's acts did not constitute gross negligence or willful misconduct).

5. This Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least thirty days before the termination date specified in such notice or on such earlier date as may be mutually agreed upon. In the event of any such termination, Custodian will deliver to Owner or as directed by Owner, or to any person to whom delivery may be ordered by any court having jurisdiction, a final accounting and any assets which it may hold pursuant to this Agreement, after deducting there from the amount of any fees payable to Custodian under the terms of this Agreement (if no cash is available to pay fees due and Owner does not pay such fees within twenty days after notice from Custodian, Custodian may sell assets for cash in order to pay fees due). Upon such termination, Custodian and Owner agree to cooperate with each other in the orderly transition of assets and account maintenance responsibilities.

6. Custodian shall not be obligated to commence or defend any legal action of Owner unless Custodian agrees thereto and Custodian is fully indemnified in connection therewith. Any associated legal fees will be the responsibility of the account owner.

7. All notices, instructions and other communications shall be in writing (or if verbal, followed promptly by written documentation) and shall be hand delivered or sent by first class mail, postage prepaid, or sent by facsimile, to the Custodian's principal place of business. Any party may change its address for notices hereunder by giving notice of such change to the other party.

8. Custodian may conclusively rely on the authenticity of any notice, instructions, or other communication received by it from Owner or the Investment Advisor so long as Custodian, acting in good faith, believes the notice, instruction, or communication to be genuine. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

9. It is mutually understood and agreed that this Agreement and all duties, obligations and rights created thereby shall be governed by the laws of the State of Colorado, applicable to contracts made and to be performed in that state.

SECTION 10: Account Agreement Continued

10. Any controversy, claim or dispute arising out of or relating to this Agreement or any action taken pursuant to the Agreement or the performance, nonperformance, enforcement, operation or breach thereof shall be settled by arbitration in accordance with the rules then pertaining of the American Arbitration Association. Such arbitration proceedings shall take place in Denver, Colorado, and judgment upon award rendered may be entered in any court having jurisdiction thereof.
11. Any Investment Advisor advertisement appearing on Custodian's written materials, including Investment Advisor logos, is solely for the purpose of identification and clarification, and does not denote any affiliation or partnership. Further, Owner acknowledges that the Investment Advisor has disclosed to the Owner Custodian's fees and Investment Advisor's fees of which fees may be used to pay Custodian Fees. In the event of termination of the Service Agreement between Custodian and your Investment Advisor, these fees will be charged to the Owner.
12. Custodian may modify or amend this Agreement upon 30 days' prior written notice to the Owner, but no such modification or amendment will affect obligations incurred by the Owner or the Investment Advisor prior to the effective date of such modification or amendment.
13. If any provision contained in the Agreement conflicts with any IRS, FDIC, NASD, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.
14. Custodian may execute credit/debit transactions in the account via Automated Clearing House (ACH) credit/debit and origination of ACH transactions by owner will comply with the operating rules of the National Automated Clearing House Association (NACHA). Corporate account owners not subject to the Electronic Fund Transfer Act authorize the Custodian to execute credit/debit transactions in the account per the Uniform Commercial Code Article 4A as well as the operating rules of NACHA.
15. Owner acknowledges that this agreement and all transactions executed in the account shall be subject to all applicable federal and state laws and regulations, and the rules and regulations of the exchange, market or clearinghouse where such transactions are executed.

SECTION 11: Trust Company of America Client Privacy

Trust Company of America (Trust Company) does not disclose any non-public information about you to non-affiliated third parties unless:

- Authorized by you;
- To protect the confidentiality or security of our records pertaining to you, service, product, or transaction;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- To persons holding a legal or beneficial interest relating to you;
- To persons acting in a fiduciary or representative capacity on behalf of you;
- To respond to judicial process or government regulatory authorities;
- To comply with Federal, State, or local laws, rules and other applicable legal requirements; and
- To comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by Federal, State, or local authorities.

Trust Company collects non-public information from:

- You on applications or other forms;
- Information about your transactions with our affiliates, others, or us.

If you decide to close your account(s) or become an inactive client, we will adhere to the privacy policies and practices as described in this notice.

Trust Company restricts access to your personal and account information to persons who provide products or services to you. Trust Company maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

SECTION 12: Truth in Savings Disclosure – Institutional Client

An institutional account is defined as an account that is managed by an investment advisor who has an agreement with Trust Company of America.

VARIABLE RATE. At our discretion, interest rates and annual percentage yields may change. Contact our client service department for current interest rates.

COMPOUNDING AND CREDITING. Interest will be compounded daily. Interest will be credited to your account monthly.

EFFECT OF CLOSING AN ACCOUNT. If you close your account before interest is credited, you will not receive the accrued interest.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL OF INTEREST ON NON-CASH DEPOSITS. Interest begins to accrue no later than the business day we receive credit for non-cash items[1] (for example, checks.)

TRANSACTION LIMITATIONS. Withdrawals from IRA and qualified retirement plan accounts are subject to IRS and ERISA distribution regulations.

FEES. No fee is imposed to provide the cash deposit feature of your account, but if applicable, investment advisory fees, custodial fees, etc. may be charged against your account. (See your investment advisory agreement for fee information.)

[1] Item is defined in the Uniform Commercial Code as "an instrument or a promise or order to pay money handled by a bank for collection or payment."

-End of Form-