

Trust Company of America
Institutional Advisor Services
QUALIFIED PLAN ACCOUNT APPLICATION



General Instructions

Use these instructions to complete the Qualified Plan Account Application.

Purpose of this form. This form is required to open a managed account for a qualified plan with Trust Company of America providing custodial services to the Plan and your Investment Advisor. This form is for qualified plans established on plan documents outside of Trust Company.

Important: This document uses the term 'authorized party' to imply 'plan trustee' or 'plan administrator'.

Important: To open a Solo 401(k) Plan account with Trust Company Plan documents, complete the Solo 401(k) Plan Account Application and the Solo 401(k) Adoption Agreement. To open a 401(k), contact your representative or investment manager for information regarding the Trust Company Managed 401(k) Total Solution.

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.

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

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 <http://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. **Note: Residents of Nevada must provide a visible copy of an unexpired driver's license or ID card.**

Section 1: Account Type

A. Qualified Plan Type

Check the appropriate box indicating the type of qualified plan you are opening.

B. Account Type

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

Definitions:

Pooled Account. This is a trustee-directed pooled account in which all assets are owned at the plan level.

Participant Account. This is an account for one participant (also known as For the Benefit Of (FBO) account). For individual FBO accounts, assets for each participant are held in separate accounts. If you choose this option, you must submit a separate application for each participant.

C. Tax Reporting

Check the appropriate box to indicate your request for 1099-R tax reporting for this qualified plan account.

D. Additional Requirements

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

Note: Additional information for account funding may also be required to complete the application.

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

Corporate Trustee. If a trustee is a corporate trustee, a corporate resolution is required designating the individuals authorized to act on behalf of the corporation.

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: Qualified Plan Information

A. Plan Information

Enter the qualified plan information for this account including but not limited to plan name, address, employer/plan sponsor, date plan established, tax identification number, and contact information.

B. Street Address

Check the 'Mailing address is the business street address' box, if the two addresses are the same. If the mailing address in Section 2A is a P.O. Box or is not the business street address, the business street address must be provided.

Section 3: Plan Participant (if applicable)

Enter the plan participant information for this account including but not limited to name, address, social security number, date of birth, and contact information.

Note: Correspondence, including quarterly statements, will be mailed to the address specified in Section 2. For additional copies, enter the information in Section 8, Interested Third Party.

Section 4: Authorized Party(ies)

Trust Company of America is authorized to follow the individual and independent instructions of any of the authorized parties listed in this section to deliver funds, securities, or any other assets in this account to any party. This is a representation that either (1) the trust or plan agreement expressly provides that each authorized party is authorized to act individually, independently and without the consent of the other trustees and/or plan administrators for all purposes related to the qualified plan account with Trust Company, or (2) if the trust or plan agreement does not contain such an express provision, the authorized party so acting has obtained the requisite consent of the other trustees and/or other authorized parties in accordance with the requirements of the trust and/or plan agreement.

A. Plan Trustee

Enter the plan trustee information for this account including but not limited to name, address, social security number, date of birth, and contact information.

Important: Enter the identification number and state designation, if applicable, of a government issued ID of each authorized party.

Examples of government issued ID's, include but are not limited to:

- 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
- US Passport

B. Plan Trustee/Authorized Party

Enter the plan trustee/authorized party information for this account including but not limited to name, address, social security number, date of birth, and contact information.

Important: Enter the identification number and state designation, if applicable, of a government issued ID of each authorized party.

Examples of government issued ID's, include but are not limited to:

- 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
- US Passport

Corporate trustee. One or more authorized trustee(s) are a corporate trustee. A corporate resolution is required.

More than two authorized party(ies). If there are more than two individuals authorized to act individually and independently on behalf of the Plan, complete, sign, and provide an "Additional Information Application Addendum" form and check the 'Additional authorized party information provided' box at the end of the section.

Note: The authorized parties listed in this section must sign the account application in Section 10 and the Trust Certification, Indemnity, and Agreement in Section 11.

Section 5: Account Funding

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

Important: 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 the systematic ACH contribution and bank information in Section 6.

Transferring from another custodian or other financial institution.

Complete, sign, and provide a "Transfer Request" form for each transferring account.

Section 6: Systematic Contribution (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 in Section 6A. *Note: It takes approximately 7 days from receipt of this form for the systematic contribution to be activated. Systematic contributions will be deposited to models in the account according to the account's model contribution percentages.*

Note: If you would like to set up a systematic distribution, complete, sign, and provide a "Qualified Plan Account Distribution Request" form.

B. Bank Information

Provide a voided check with the application or enter your bank information. If you provide a voided check, check the 'Voided check provided' box on the application. If you do not provide a voided check, check the appropriate box to indicate if the account is a checking account or savings account and enter your banking information.

Section 7: Electronic Delivery and Statement Family (optional)

A. Electronic Delivery (e-delivery)

Check the box to consent to e-delivery of statements and other account documents. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements.

B. Statement Family

Check the appropriate box to either create a new Statement Family or add a new account to a current Statement Family. *Note: If adding to a current Statement Family, provide the account information of the primary account holder.*

IMPORTANT: If you have accounts with multiple advisors at Trust Company of America, only the accounts managed by a single investment advisor may be placed in a Statement Family.

Section 8: 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 interested third party information provided' box at the end of the section.

Section 9: 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 10: Signature

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

Terms and conditions:

- Trust Certification, Indemnification and Agreement (Section 11)
- Account Agreement (Section 12)
- Trust Company of America Client Privacy (Section 13)
- Truth in Savings Disclosure – Institutional Client (Section 14)

Sign and date. Read over the signature section carefully. The authorized parties named in Section 4 must sign and date the application. For participant accounts, the participant listed in Section 3 must also sign and date the application.

Section 11: Trust Certification, Indemnity and Agreement

All trustees and/or other authorized parties for the Plan must sign the Trust Certification, Indemnity and Agreement. If only one individual is named, it is a representation that the named individual is the sole trustee or plan administrator.

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.

Trust Company recommends you use the following checklist to make sure you have completed the application.

For all applications:

- Specify the qualified plan type associated with this application
- Specify the account type you are applying for with this application
- Enter all required plan information
- Enter all required plan participant information, if applicable
- Enter authorized party information
- Provide all account funding details
- Enter your investment advisor's firm name
- Enter your client representative's information
- Read terms and conditions
- Authorized parties sign and date
- Plan participant sign and date, if applicable
- All trustees and/or other authorized parties sign and date the Trust Certification, Indemnity and Agreement

If a trustee is a corporate trustee:

- Provide a corporate resolution designating the individuals authorized to act on behalf of the corporation

If providing a check to fund the account:

- Enter the check amount in section 5
- Write your new account number in the memo line on the front of the check, if available.

If transferring assets:

- Complete, sign, and provide a "Transfer Request" form for each transferring account

If electing optional services or features:

- Enter Interested Third Party information
- Enter Statement Family information

If enclosing additional information, such as voided check:

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

IMPORTANT: Plans should not present any supporting documentation along with the Account Application, including but not limited to the Plan document. Trust Company employees will not be reviewing or relying on such documentation and will have no responsibility to maintain such documentation in the account records for the trust. If Trust Company determines to retain such documentation, they will have no responsibility for it.

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.

SECTION 1: Account Type

A. QUALIFIED PLAN TYPE

Select one:

- 401(k)
- 401(k) Roth
- 457
- DEFINED BENEFIT PLAN
- PROFIT SHARING PLAN
- OTHER

B. ACCOUNT TYPE

Select one: Pooled Account Participant Account

C. TAX REPORTING

Select one:

- Yes, provide Form 1099-R reporting
- No, do not provide Form 1099-R reporting

D. ADDITIONAL REQUIREMENTS

Refer to Section 1D in "General Instructions" for additional documentation requirements.

SECTION 2: Qualified Plan Information

A. PLAN INFORMATION

Plan Name

Plan Name (Continued)

Employer/Plan Sponsor

Date Plan Established

Mailing Address (list P.O. Boxes here)

City State Zip+4

Plan Federal Tax Identification Number (EIN)

Business Phone Email Address

B. STREET ADDRESS

Mailing address is the business street address

Business Street Address (no P.O. Boxes)

City State Zip+4

Account Number

SECTION 3: Plan Participant (if applicable)

Important: The participant's name will be included in the qualified plan account title as FBO ("For the Benefit of") and the participant must sign the account application for Participant Accounts.

First Name MI Last Name

Residential Street Address (no P.O. Boxes)

City State Zip+4

Social Security Number Date of Birth

Home Phone Work Phone

Email Address

Check if participant would like to receive statements

Note: Account Statements and correspondence will be mailed to the address provided in Section 2. For additional copies, provide the information in Section 8, Interested Third Party.

SECTION 4: Authorized Party(ies)

By signing the Trust Certification, Indemnity and Agreement in Section 11, the trustees and/or other authorized parties hereby certify that Trust Company is authorized to follow the instructions of the authorized parties listed below and to deliver funds, securities or any other assets in this account to any party or on any authorized party's instructions, because either (1) the Plan Agreement and/or Trust Agreement expressly provides that each authorized party is authorized to act individually, independently and without the consent of other trustees or other authorized parties for all purposes related to the Plan's account with Trust Company, or (2) if the Plan and/or Trust Agreements do not contain such an express provision, the authorized party so acting has obtained the requisite consent of the other trustees and/or other authorized parties in accordance with the requirements of the Plan and/or Trust Agreements.

Trust Company of America, a financial institution as defined by the Bank Secrecy Act, uses the information provided below to verify your identity. Trust Company may submit the information to a third party service bureau, in which case the information will be compared against their database, Trust Company may request from you permission to obtain a credit report or any other means including requesting additional information from you or others. The responses from the above are confidential information and will not be shared with others unless required by law. Please refer to the instructions for completing this application to identify whose information should be provided below.

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SECTION 4: Authorized Party(ies) Continued

A. PLAN TRUSTEE

Plan Trustee Name Title

Residential Street Address

City State Zip+4

Social Security Number Date of Birth

Identification Number State (if applicable)

B. PLAN TRUSTEE/AUTHORIZED PARTY

Plan Trustee/Authorized Party Name Title

Residential Street Address

City State Zip+4

Social Security Number Date of Birth

Identification Number State (if applicable)

Corporate trustee. One or more authorized trustee(s) are a corporate trustee. A corporate resolution is provided.

Additional authorized party information provided. *Note: Complete the "Additional Information Application Addendum" form.*

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 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 Request" form for each transferring account.

Note: For Incoming funds to be posted with special descriptions for plan administration, the details should be provided at the time funds are received. Any corrections to the detail description must be received prior to the period end date for statements.

Trust Company Account Number

SECTION 6: Systematic Contribution (optional)

A. SYSTEMATIC ACH CONTRIBUTION

IMPORTANT: Qualified plan contributions made through a systematic contribution will be credited as contributions for the year in which they are received. It takes approximately 7 days from receipt of this form for the systematic contribution to be activated.

Amount of Contribution (\$)

Month to Begin Contribution (see important note above)

Frequency of Contribution:

Select one: Monthly Quarterly Semi-annually Annually

Day of Month to Withdraw Contribution:

Select one: 5th 25th

B. BANK INFORMATION

Select one:

- Voided check provided in lieu of bank information
- Checking account with the bank information below
- Savings account with the bank information below

Bank Name ABA (Routing) Number

Name on Bank Account

Account Number

SECTION 7: Electronic Delivery and Statement Family (optional)

A. Electronic Delivery (e-delivery)

With your consent Trust Company can electronically deliver a growing number of account documents including your account statements, reports, and required notices. In order to elect e-delivery you must maintain a valid email address with Trust Company and have access to a computer to retrieve the documents through a secure account login. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements. You may withdraw your consent at any time either online through your account or in writing.

I consent to e-delivery of statements and other account documents.

B. Statement Family

Note: If creating a new or adding to a current Statement Family, provide the account information below.

Select one:

- Create a new Statement Family
- Add to current Statement Family

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**SECTION 7: Electronic Delivery and Statement Family (optional)
 Continued**

Trust Company Account Number of Primary Account Holder

Account Title

Last 4 digits of Social Security or Tax Identification Number

Investment Advisor

As account owner of the primary account, I hereby acknowledge the request to add accounts to my statements. I further attest I will hold Trust Company of America harmless from any loss, claim, expense or other liability for this action.

Primary Account Holder Authorization

SECTION 8: Interested Third Party (optional)

Select all that apply: Statements Deposit confirmations
 Tax forms

Interested Party Name

Mailing Address

City State Zip+4

Additional interested third party information provided

SECTION 9: Account Management

As account owner and employer, 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

Trust Company Account Number

SECTION 10: Signature

I/We have read and agree to the terms of the Trust Certification, Indemnity and Agreement, Section 11 and the Account Agreement, Section 12. I/We have read and understand Trust Company of America Client Privacy, Section 13 and Truth in Savings Disclosure – Institutional Client, Section 14, and our Investment Advisor’s Fee Disclosures.

I understand that the amount of any systematic instruction, if applicable, will remain the same until I submit a request to change the existing program in place. I certify that I have full authority to make the systematic request involving the bank account provided. In the event an ACH entry is incorrect, Trust Company of America reserves the right to submit correcting entries. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law.

I/We, the undersigned authorized parties represent and warrant that the signatures below are the genuine signatures of the authorized parties and that I/we have the authority to open this account and to execute this Agreement. If the trustee is a corporate trustee, the signatures below are the genuine signatures of the officer or the trustee duly authorized by the trustee to act on its behalf with respect to the plan. A Corporate Resolution is attached.

STATEMENT FAMILY AUTHORIZATION

I authorize Trust Company of America to affiliate my account statement to the party listed as primary account in Section 7B. I understand I will no longer receive a statement as a result of this action.

I understand that the primary account of the family is electing the method of delivery and that the primary account can designate a new primary account without further authorization from the other family members.

I further attest I will hold Trust Company of America harmless from any loss, claim, expense or other liability for this action. If at some later time I wish to discontinue having my statement sent to the primary account, I must send new written instructions to Trust Company of America to make this change.

Plan Trustee Signature Date

Print Name

Plan Trustee / Authorized Party Signature Date

Print Name

Participant Signature (if named in Section 3) Date

Print Name

SECTION 12: Account Agreement Continued

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. Custodian may deliver documents either through the U.S. Mail or if the Owner consents through electronic delivery. Owner consent for electronic delivery of documents includes consent to deliver electronically all written communications including statements, notices, and disclosures. Custodian may, at its discretion, deliver some documents through the U.S. Mail. Owners who consent to electronic delivery will maintain electronic access to receive notices that documents are available including providing a valid email address at all times with the custodian. Owner may request withdraw consent for electronic delivery at any time either online or in writing.
- 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.
- 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

SECTION 12: Account Agreement Continued

- 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 2 of this section 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 \$250,000 per client. **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 \$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, 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

SECTION 12: Account Agreement Continued

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 30 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.
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.
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.

SECTION 12: Account Agreement Continued

13. If any provision contained in the Agreement conflicts with any IRS, FDIC, FINRA, 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 13: 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 14: 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.

Trust Company of America
Institutional Advisor Services
QUALIFIED PLAN ACCOUNT APPLICATION



**SECTION 14: Truth in Savings Disclosure – Institutional Client
Continued**

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 items¹ (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-