



403(b)(7) Account Application & Agreement

Custodian-E*TRADE Advisor Services

403(b)(7) Account Application Checklist

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

403(b)(7) Account Application and Agreement (“Account Agreement”)

STEP 1

Participant information: ALL information is REQUIRED. Please include a valid email address to which EAS 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

Client Representative and Investment Advisor: Enter the information for the client representative that is associated with or referring you to the Investment Advisor that will be managing your account.

Enter the name of the investment advisor or money manager firm managing your account. Note: As the participant, you are granting the exclusive authority to your investment advisor or money manager firm to direct the investment activities of this account.

STEP 4

Account Agreement: Please read and acknowledge the Account Agreement and fee disclosure.

403(b)(7) Account Application and Agreement

CUSTODIAL ACCOUNT

EAS Account # _____

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)

City _____ State _____ Zip _____

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 # _____ Place of issuance _____ Exp. Date _____

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

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

Employer _____ Occupation/Position _____

Employer Contact Person _____ Employer Telephone Number _____

Employer Address _____

City _____ State _____ Zip _____

Where will the assets to fund this account primarily come from (choose only one)?

- Securities
- Personal Funds
- Real Estate Proceeds
- Income from Earnings
- Insurance Proceeds
- Inheritance / Gift
- Pension / IRA/ Retirement Savings
- Other (please specify _____)

What is the purpose and expected use of the account (choose only one)?

- Investment account with frequent transfers
- Investing for estate planning
- Investing for college/minor
- Long term investment with occasional transfers
- Investing for tax planning
- Investing for retirement

* 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. Participant's 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 your Advisor.

STEP 3 CLIENT REPRESENTATIVE

Client Representative Name

Company Name

Address

City

State

Zip

Telephone Number

Extension

Fax

Email Address

Investment Advisor Information

Investment Advisor/Money Manager Firm Name

Account 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 ("Account Agreement"), the terms in the E*TRADE Advisor Services (EAS) General Terms and Conditions (available at <https://www.trustamerica.com/terms-conditions>), the 403(b)(7) Custodial Account Agreement Terms and Conditions, EAS's privacy policy, and any applicable addendums to the Account Agreement, all of which are incorporated by reference into this Account Agreement. Participant agrees to be bound by the terms of this Account Agreement (including the terms of incorporated documents), which may be changed, from time to time, upon notice from EAS.

Participant appoints EAS as custodian for the 403(b)(7) account established by this 403(b)(7) Application & Agreement Form ("Account") and authorizes EAS (including its agents) to perform relevant custodial services.

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

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

Participant understands and agrees that certain custodial and transaction fees may apply to the Account. These fees will be disclosed by Participant's Investment Advisor.

Plans and employers may have a Third-Party Administrator (TPA) for performing administrative services. These TPAs charge various fees for their services. The Plan Sponsor and the employer are responsible for maintaining the Plan in compliance with Section 403(b) of the Internal Revenue Code and applicable Regulations ("Code"), including, but not limited to, applicable nondiscrimination requirements, and in compliance with the Employee Retirement Income Security Act of 1974, as amended, to the extent applicable, including, but not limited to, the preparation and filing with the U.S. Department of Labor and other appropriate governmental agencies of any returns, forms or other information as may be required of the Plan Sponsor or Plan Administrator. EAS has no responsibility for this paragraph or for supervision of the Employer with regard to the requirements in this paragraph. EAS shall have no responsibility to draft or amend any Plan documents, to administer the Plan, or to assist the employer in the administration, maintenance or legal requirements applicable to the Plan or its participants.

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.

The Participant understand and agrees that, pursuant to instructions from the Investment Advisor to EAS, any applicable fees charged by the Investment Advisor will be assessed from the assets in the account. Participant instructs EAS to rely on information provided by the Investment Advisor with regard to the agreed-upon amount, timing and method for assessment of the Investment Advisor fees.

Participant authorized and instructs EAS to assess the above-referenced fees (and any other fees Participant may later agree to have assessed against the Account) against the Account.

Participant Name

Social Security Number

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Participant Signature

Date (month | day | year)

EAS 403(B)(7) Custodial Account Agreement Terms and Conditions

Section 1: Scope of Agreement

Your agreement with E*TRADE Advisor Services ("EAS") consists of the terms set forth in the 403(b) Account Application & Agreement ("Account Agreement") and the EAS General Terms and Conditions found here: <https://www.trustamerica.com/terms-conditions>. In addition, you may, in the future, receive from EAS, supplemental terms and disclosures which shall also be a part of the agreement between you and EAS. Such supplemental terms and disclosures and the EAS General Terms and Conditions are incorporated by reference into the Account Agreement. You agree to read the Account Agreement carefully and to retain copies for your records. The Custodian agrees 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 the Account.

Section 2: Acceptance of Agreement and Disclosures

You agree that the Account Agreement governs all aspects of your relationship with EAS, including all transactions between EAS and you and all products and services now or in the future offered through EAS. EAS may rely on your use of EAS's products and services as evidence of your continued acceptance of the Account Agreement .

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 Account Agreement ; (b) you have supplied accurate information in this Account Agreement; (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 Agreement 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 Account 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

EAS ("The Custodian") will automatically hold all of your securities purchased, sales proceeds, dividends and interest in the Account. 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, any agent under a power of attorney, and your Advisor 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 EAS 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. EAS 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 EAS 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 EAS 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 EAS 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 Account Agreement, or any person whom EAS 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: Electronic Copies

The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Agreement 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 EAS's electronically stored copy of such documents in any proceeding between you and EAS.

Section 9: 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 10: Definitions

As used in this Account 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. Account means the custodial account established by the Custodian pursuant to this Account Agreement for the exclusive benefit of the Participant.
- B. 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.
- C. 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 Account as a result of a Qualified Domestic Relations Order.
- D. Beneficiary means the person or persons, trust, estate, charitable organization, or other non-living entity designated to receive any payment of benefits pursuant to Section 15.

- E. Code means the Internal Revenue Code of 1986, as amended from time to time.
- F. Custodian means E*TRADE Savings Bank d/b/a E*TRADE Advisor Services and any successors or assigns.
- G. 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.
- H. 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).
- I. 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.
- J. ERISA means the Employee Retirement Income Security Act of 1974, as amended.
- K. 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).
- L. Investment Direction means the instruction of a Participant's Advisor 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).
- M. Participant means an Employee who has established an Account and enrollment form has been accepted by the Plan Provider.
- N. 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 Account Agreement .
- O. Plan Document means the written document by which the Employer adopts and maintains a Section 403(b) Plan with respect to which this 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.
- P. Plan Provider may mean the Plan Sponsor, or a service provider selected by the Plan Sponsor to whom the Plan Sponsor has delegated certain duties. Such duties may include selecting a Custodian, establishing and maintaining the Account in the Employer's name, accepting contributions, making payments or distributions to the Participant or their Beneficiaries, preparing and mailing to the Participant periodic account statements.
- Q. 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 Account which meets the requirements of Code Section 414(p) and other applicable law.
- R. Required Beginning Date means the Date on which the Participant is required to take his first minimum distribution under this Account Agreement .
- S. 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.
- T. 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 Account.
- U. Salary Reduction Contribution means a contribution made by the Employer pursuant to a Salary Reduction Agreement.

Section 11: Establishment of Accounts

The Participant represents to Custodian that this Account Agreement constitutes a legal, valid, and binding obligation of the Plan Provider, the Participant, and the Participant's Employer. All contributions made by or on behalf of the Participant shall be applied by the Custodian, in accordance with the instructions of the Advisor, 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.

Section 12 – Appointment, Acceptance and Role of Custodian

- 12.1 Appointment; Acceptance. The Custodian, in consideration of the deposit of funds into the Account, and other valuable consideration, hereby agrees to act as custodian of the Account on the terms and conditions of this Account Agreement. The Participant, in consideration of the Account Agreement, hereby designates and appoints the Custodian as the custodian of the Account.
- 12.2 Role. The Custodian, as agent of the Participant, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Account in accordance with the terms of this Account Agreement. The Custodian will serve as a non-discretionary, directed custodian of the Account. The Custodian is responsible for maintaining custody of the assets held in the Account, and for investing those assets as directed by the Advisor 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 Account Agreement is to be interpreted as causing the Custodian to be responsible for the administration of investment of the Account other than as directed by the Advisor hereunder, or as performing other than ministerial duties. The Custodian may refuse to exercise any power that it believes, in its sole judgment, 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 Account 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.

- 12.3 Direction to the Custodian. Except as provided herein, the Advisor shall provide direction to the Custodian on behalf of the Employer and Participants. The Custodian shall have no duty to take any action other than as specified in this Account Agreement unless the Advisor 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 the Advisor, 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.
- 12.4 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 accomplished by execution of the Information Sharing Agreement.
- 12.5 The Advisor is solely responsible for managing the investment of the Account. All instructions, directions, and/or confirmations received by the Custodian from the Advisor shall be deemed to have been authorized by the Participant;
- 12.6 Participant agrees that the Plan Provider and Advisor are not agents of the Custodian.
- 12.7 Compliance. Participant agrees that the Custodian may execute, as custodian, any declarations 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 by law 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 documents to the applicable taxing authorities with respect to distributions by the Custodian to Participants and beneficiaries and amounts withheld thereon.

Section 14 – Contributions and Transfers

General. The Custodian shall accept and hold in the Account each contribution on behalf of the Participant which it receives from the Employer as well as any rollover contribution or other transfer contributions 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 an 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 bank deposit account, as further described in the E*TRADE Advisor Services (EAS) General Terms and Conditions, without liability, pending establishment of the Account or completion or clarification of the information necessary for proper credit to the Account, as the case may be.

- 14.1 Contributions. The Participant or the Employer may make contributions to the Account consistent with Code Section 403(b)(7), including contributions in accordance with a salary reduction agreement (“Salary Reduction Contributions”). Annual contributions to 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. The Custodian does not have any obligation to verify the correctness of the computation regarding the maximum Salary Reduction Contribution that may be made to the 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.
- 14.2 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 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 Account 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 contributions and will be invested at the discretion of your Investment Advisor. 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.
- 14.3 Location of Evidence of Ownership. Except as permitted by ERISA, the Custodian will not maintain the indicia of ownership of any assets of the Account outside the jurisdiction of the district courts of the United States.
- 14.4 Unidentified Assets. If the Custodian 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 Account, the Custodian is authorized to return such assets to the Person from whom they were sent. Neither the Advisor nor the Custodian will be liable for any assets returned in such circumstances.

Section 15 – Investments

15.1 Investment Control.

General. Each contribution to the Account shall be applied to the purchase of mutual fund shares in accordance with the applicable Investment Direction by the Advisor. Investment of the mutual fund(s) shall be made in accordance with the current prospectus of the applicable mutual fund and subject to any limitations or restrictions contained therein. The investment of all assets in the 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 in the manner specified in the prospectus

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

15.2. Role of Custodian.

15.2.1 Limitations. Except as may otherwise be required by ERISA, the Custodian will invest the Account as directed by the Advisor, and the Custodian will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the 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 or Advisor 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.

15.3 Nondiscretionary Investment Authority. Subject to ERISA, if applicable, and Section 15.3.2

15.3.1 Participant hereby authorizes and directs the Custodian, in accordance with the provisions of this Account Agreement, to pay for securities and receive payment from securities or other investment transactions arising out of the Instruction of the Advisor.

The Custodian will act solely as agent for the Participant, subject to the Instructions of the and Advisor. The Custodian shall have no obligation to place orders for the purchase of securities if there are insufficient funds in the Account. Participant authorizes Custodian to charge the Account for the cost of all securities purchased or received against a payment and to credit the 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 Custodian will have the right, without notice, to sell securities in a reasonably prudent fashion from the Account sufficient to recover any funds advanced.

15.3.2 Investment Restrictions. The Advisor 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. Further, the Plan Provider or Employer may limit the available investment options under the Plan and may impose separate limitations for different Accounts or for terminated participants. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

Section 16 – Distributions

16.1 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 Account only after the occurrence of one of the following events, subject to any additional 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.

16.2 Methods and Timing of Distributions to a Participant. Distributions to a Participant from the Account must commence by no later than the Required Beginning Date. The Required Beginning Date for a Participant shall be the later of the April 1 after the year in which the Participant attains age 70 ½ or the April 1 after the year in which the Participant actually retires. A Participant may elect to receive the distribution of assets from the 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:

16.2.1 In a single payment; or

16.2.2. 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 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.

16.3 Distributions after the Participant's Death. If a Participant dies before distribution of the balance in the Account has been completed, the remaining amount, as well as all assets subsequently credited to the 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:

16.3.1 If distributions from the 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.

16.3.2 If the Participant dies before distributions from the Account to the Participant have commenced, distribution of the balance in the 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 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) December 31 of the calendar year in which the Participant would have attained age 70 ½.

16.3.3 The Participant's Beneficiary must elect the method of distribution no later than the earlier of (i) December 31 of the calendar year in which distributions would be required to begin under this Paragraph 9.3, 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 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 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 Account Agreement relating to investments as well as for purposes of Article 6 through 15 hereof, except as otherwise specifically indicated.

16.4 Beneficiaries. A Participant may designate in writing, one or more persons, including a trust, charitable organization, or other non-living entity or the Participant's estate, as a Beneficiary to whom amounts due from the 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 Account Agreement. Notwithstanding any provision of this Paragraph 9.4 to the contrary, if Title I of ERISA is applicable with respect to the Account, the Participant's designation of a Beneficiary other than his spouse must be consented to in a manner consistent with ERISA Section 205I (2). The Beneficiary Designation can be changed at any time by executing and returning to the Plan Provider a new Beneficiary Designation Form.

Hardship Distributions. The Participant who encounters financial Hardship shall be entitled to a distribution from the Account in the form of a single payment of an amount not in excess of the contributions made to the Account pursuant to a Salary Reduction Agreement (but no earnings 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.

16.5 If the 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.

16.6 **Qualified Domestic Relations Orders.** If the Account is subject to Title I of ERISA, a domestic relations order ("Order") shall specifically state all of the following in order to be deemed a Qualified Domestic Relations Order ("QDRO"):

- the name and last known mailing address of the Participant and each of the Alternate Payee(s) covered by the QDRO;
- the dollar amount or percentage of the Participant's benefit to be paid to each Alternate Payee, or the manner in which the amount or percentage will be determined.
- the number of payments or period for which the Order applies;
- the specific plan (by name) to which the Order applies.

The Order shall not be deemed a QDRO if it requires the Plan to provide:

- a type or form of benefit or an option not already provided for in the Plan;
- increased benefits or benefits in excess of the Participant's vested rights;
- payment of a benefit earlier than allowed by the Account's earliest retirement provisions; or
- payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another QDRO.

Promptly upon receipt of an Order which may or may not be qualified, the Employer shall notify the Participant and any Alternate Payee(s) named in the Order of such receipt and include a copy of this Paragraph. The Employer or Plan Provider shall then make a determination as to the qualified status of the Order and may forward the Order to the Plan's legal counsel for an opinion as to the qualified status and the Participant and any Alternate Payee(s) shall be promptly notified in writing of the determination.

If the qualified status of the Order is in question, there will be a delay in any payout to any payee including the Participant until the status is resolved. In such event, the Employer shall direct the Plan Provider to segregate the amount that would have been payable to the Alternate Payee(s) if the Order had been deemed a QDRO.

If the Order is not a QDRO, or the status is not resolved within eighteen (18) months from the date the first payment would have been made under the Order, the Employer shall direct the Plan Provider to pay the segregated amounts plus interest to the person(s) who would have been entitled to the benefits had there been no Order. If a determination as to the qualified status of the Order is made after the eighteen (18) month period described above, the Order shall only be applied on a prospective basis. If the Order is determined to be a QDRO, the Employer shall direct the Plan Provider who will then instruct the Custodian to pay to the Alternate Payee(s) all the amounts due under the QDRO, including segregated amounts plus interest which may have accrued during a dispute as to the Order's qualification.

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

If the Plan Provider or Advisor receives a written notice from the Participant 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 Account for that calendar year, the Plan Provider or Advisor 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 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 Accounts for the immediately preceding calendar year, the Plan Provider or Advisor 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.

16.8 **Direct Rollovers.** Notwithstanding any provision of the Account 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 Account 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.

16.8.1 **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 403(a) that agrees to separately account for amounts so 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.

16.8.2 **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 a 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.

16.8.3 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.

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

16.9 Other Distribution Provisions. If a distribution is payable from an 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.

16.10 Responsibility for Compliance with Distribution Requirements. The Plan Provider and Advisor 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 what amount should or must be distributed at any time.

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

Section 17 - Termination or Transfers

17.1 Discontinuance of Contributions. The complete discontinuance of contributions to an Account shall not cause that Account to terminate. Termination of an Account shall be effected by a distribution of all assets in the 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.

17.2 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 Account by instructing the Custodian to distribute the assets thereof to the Participant.

17.3 Transfers. The Participant may direct the transfer of the assets of the 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 Custodian in such form as the Custodian may require.

Section 18 - 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 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 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 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 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 Account maintained under the Section 403(b) Plan as not subject to Title I of ERISA, unless notified otherwise in writing by the Employer.

Section 19 - Miscellaneous Provisions

19.1 No Diversion of Assets and Nonforfeiture. At no time shall it be possible for any part of the assets of an 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 Account Agreement. The interest of a Participant in the Account shall be nonforfeitable at all times.

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

19.3 Nonassignability of Benefits and Assets. The benefits provided herein and the assets of the Account shall not be subject, whether voluntarily or involuntarily, to 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 Account 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 Account 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)).

19.4 Qualification and Compliance. The 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.