

# GENERAL TERMS AND CONDITIONS

## SECTION 1: New Account Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires E\*TRADE Savings Bank, a federal savings bank (“Custodian” or “TCA by E\*TRADE”), 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, Custodian 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, Custodian reserves the right to request identifying documentation in certain circumstances. Your account may be restricted and/or closed if Custodian cannot verify this information. Custodian 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. Custodian reserves the right to decline any Account Application, to terminate any Account at any time and to decline to provide any service, in each case, in its sole discretion.

## SECTION 2: Terms and Conditions (Account Agreement)

I hereby request that Custodian open a custodial account (the “account”) in the name(s) listed as account owner(s) (“Owner”, “Participant” or “you”) on Custodian account form (“Application”). The Owner may select an investment advisor (“Investment Advisor”) as indicated on the Application to manage the assets in the account. Any Investment Advisor is, and shall be, an agent of Owner and shall not constitute an agent of Custodian. The Owner selects Custodian to furnish system and account services to Owner on the terms and conditions hereinafter set forth.

Owner acknowledges that this agreement (“Agreement”), consisting of these terms and conditions and such other supplements, additions and any policies referenced herein to the extent applicable based on Owner’s selections on the Application, including all schedules, exhibits and the Application, sets forth the terms and conditions under which Custodian will establish and maintain one or more accounts on behalf of Owner and shall govern Owner’s relationship with Custodian, including all transactions between Custodian and Owner and all products and services now or in the future offered through Custodian or its affiliates, beginning on the date the account is opened. Such supplements, the following which have not been modified from their existing terms, may include the following:

- IRA, ROTH IRA, and Simple IRA Plan Agreement
- SEP IRA Employer IRS Plan Document
- Solo(K) Adoption Agreement
- Solo(K) Supporting Plan Documentation

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

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

B. Preparation of Statements and Reports – Custodian shall provide Owner and, if selected by Owner, the 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 Owner and Investment Advisor in the monitoring of the account but Custodian has no duty, and expressly disclaims any duty, to supervise or monitor the account or the actions of Owner or the Investment Advisor. Custodian may deliver documents either through the U.S. Mail or, if Owner consents, through electronic delivery, which shall be subject to

# GENERAL TERMS AND CONDITIONS

Custodian's Electronic Document (e-Delivery) Policy. Owner shall consent for electronic delivery of documents in accordance with Custodian's Electronic Document (e-Delivery) Policy. Notwithstanding Owner's selection of delivery, Custodian may, at its discretion, deliver any documents through U.S. Mail or express delivery.

C. Confirmations – Custodian shall provide to Owner periodic reporting of securities transactions. Confirmations for individual securities transactions will be provided upon written request by Owner or the Investment Advisor. Custodian will provide this information at no additional cost to Owner.

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 Owner's 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.

E. Transactions – If Owner selects an Investment Advisor, Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes Custodian to accept all investment instructions from the Investment Advisor without any confirmation or verification from Owner 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, 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 Owner or their authorized party. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of Owner or their authorized party. All sales and all purchases of securities or other investments made for the account by Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by Owner or the Investment Advisor, have the power to make all trades through any broker/dealers Custodian selects (including affiliates) and shall, in any case, have the power to perform any and all other acts that Custodian may deem necessary or appropriate in connection therewith (including paying commissions). Custodian may aggregate contemporaneous transaction orders, although Custodian's records will be kept on an account-by-account basis. Custodian shall have no responsibility for investment decisions of any party with respect to the account and the investments therein, and Custodian shall not be liable for any losses attributable to any investments.

F. Disbursements – Custodian shall make disbursements from the account as and when instructed in writing by Owner and, if required, any applicable employer, plan sponsor or its delegate or authorized representative. 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 below 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 will be provided to Owner within a reasonable

# GENERAL TERMS AND CONDITIONS

period of time after the receipt of such shareholder communications by Custodian unless otherwise directed in writing either by 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. Custodian will be under no obligation to forward or return any other corporate material received on behalf of the account unless required by law except to the extent outlined in this section.

H. Sweep Account – At the end of each business day, uninvested cash balances in the account will be swept into a bank deposit account. The bank deposit account will be a deposit account of Custodian and/or a deposit at an FDIC member institution of Custodian's choice. Bank deposits are insured by Federal Deposit Insurance up to \$250,000 per customer, per bank. **INVESTMENT PRODUCTS ARE NOT FDIC INSURED; ARE NOT OBLIGATIONS OF, OR GUARANTEED BY, CUSTODIAN; AND WILL SUBJECT OWNER TO INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.** Accounts that are not eligible for bank deposits will have uninvested cash balances swept into a money market mutual fund selected by Custodian. All amounts swept into a bank deposit account or money market mutual fund shall be subject to the terms and conditions of the applicable bank or money market account documentation, including the E\*TRADE Cash Account Program Terms and Conditions.

I. Your Ability to Withdraw Funds – Our policy is to delay the availability of funds from your check deposits and ACH debit entries that we originate. During the delay, you may not withdraw the funds and we will not use the funds to pay checks that you have written.

Deposits made by check, ACH, wire and other sources may be credited to the account and made available for conditional use prior to Custodian receiving final payment and may be reversed if final payment is not received or is reversed. If final payment is not received or is reversed Owner shall immediately upon demand reimburse Custodian for the amount so used in anticipation of final payment, plus interest thereon from and including the business day such final payment should have been received until such amount is repaid in full.

Determining the Availability of a Deposit. The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 4 p.m. ET on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after that hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability. We will make wire deposits, transfers from other TCA by E\*TRADE accounts, and electronic direct deposits to your account available to you on the day of deposit.

Check Deposits.

- We will make funds available for checks under \$5,000 the first business day following the day of deposit.

# GENERAL TERMS AND CONDITIONS

- For checks over \$5,000: The first \$5,000 will be available on the first business day after the day of deposit. The remaining funds will be available on the second business day after the day of deposit.

Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check for deposit will not be paid;
- A check for redeposit has been returned unpaid;
- Your account has been overdrawn repeatedly in the last six months;
- There is an emergency, such as failure of computer or communications equipment; or
- A check for deposit totaling more than \$5,000 on any one day.

You will be notified if we delay your ability to withdraw funds for any of these reasons, and you'll be notified when the funds will be available. They will generally be available no later than the fourth business day after the day of your deposit.

J. Cost Basis – For non-retirement accounts, original cost basis information for some assets may be provided by prior custodian, Owner, or others and will not be verified by Custodian. Cost basis is defined as original cost, plus any reinvestments, less any sell of assets as adjusted for basis method elected, less any return of capital. The FIFO (first in first out) calculation method will be the default used by Custodian unless otherwise elected by Owner. In addition, Custodian will use average basis calculation method for mutual funds and actual basis method for equities/ETF's unless otherwise requested by Owner. Reported gains/losses are computed on the identified cost basis. Owner should consult their tax advisor prior to filing their taxes and rely exclusively on the information provided with the Forms 1099 produced by Custodian for each year-end.

K. Account Transfers – Account transfers requested, unless otherwise indicated, are to be done in-kind to Custodian without penalties. Owner understands that to the extent any assets in the account are not readily transferable, such assets may not be transferred within the time frames required by rules of the designated examining authority. Owner authorizes a partial transfer of all eligible assets be processed in the event that one or more of the assets requested to be transferred is deemed ineligible for custody at Custodian, as determined in Custodian's sole discretion. Unless instructed otherwise, Owner authorizes Custodian to liquidate any non-transferable proprietary money market fund assets that are part of the account and transfer the resulting credit balance to Custodian. Owner authorizes Custodian to deduct any outstanding fees due to Custodian from the credit balance in the account. If the account does not contain a credit balance, or if the credit balance in the account is insufficient to satisfy any outstanding fees due, Owner authorizes Custodian to liquidate the assets in the account to the extent necessary to satisfy the obligation. If certificates or other instruments in the account are in physical possession, Owner instructs Custodian to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable Custodian to transfer them in its name for the

# GENERAL TERMS AND CONDITIONS

purpose of sale, when and as directed by Owner. Owner understands that upon receiving a copy of this transfer instruction, Custodian will cancel all open orders for the account on Custodian's books. Owner understands that he/she will be contacted with respect to the disposition of any assets in the account that are non-transferable. Owner understands that cost basis information will be provided by the current custodian. Custodian is not able to guarantee the accuracy of such cost basis data. Owner is responsible for notifying the financial advisor or Custodian if the information provided is not accurate. Note: Mutual Fund dividend and capital gains will automatically reinvest if eligible.

L. Special Terms and Conditions for Trust Accounts – Custodian is authorized to follow the individual and independent instructions of any of the authorized trustee(s) listed on this application to deliver funds, securities or any other assets in this account to any party, and Owner and such trustee each hereby represents and certifies to Custodian that either (1) the trust agreement expressly provides that each trustee is authorized to act individually, independently and without the consent of other trustees for all purposes related to the trust account with Custodian, or (2) if the trust agreement does not contain such an express provision, the authorized trustee so acting has obtained the requisite consent of the other trustees in accordance with the requirements of the trust agreement made available by your advisor and found at [www.trustamerica.com/tca](http://www.trustamerica.com/tca).

M. Special Terms and Conditions for Individual Retirement Accounts, Retirement Plans, and Other Tax Qualified Accounts –

*Required Minimum Distribution Notice* – Owner understands that if a transfer is occurring during or after the calendar year during which Owner attains the age of 70½, or if Owner is a beneficiary who is subject to a required minimum distribution (“RMD”), the required minimum amount determined under this retirement account is still required to be distributed. Owner further understands that Custodian is not responsible for making this distribution prior to the transfer. Owner accepts full responsibility for satisfying the RMD applicable to this retirement account by withdrawing sufficient amounts prior to the deadline for receiving minimum distributions for the calendar year of the transfer. If this transfer leaves the transferor account in one year but does not reach Owner's account until the following year, Owner understands that this will be an “outstanding transfer” as of December 31<sup>st</sup> of the year in which it left the transferor account. Custodian, as custodian of the account, may, but shall not be required to, “deem” that the transfer was received as of the prior December 31<sup>st</sup> for determining any RMD from Custodian.

*Beneficiary Designation* – For an individual or other retirement account, unless a separate beneficiary designation is received by Custodian, in the event any primary or contingent beneficiary dies before Owner does, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives Owner, the contingent beneficiary(ies) shall acquire the designated share of this account. If the account is considered community or marital property and Owner has not designated his/her spouse as the sole primary beneficiary, Owner represents and warrants that their spouse has consented to such designation.

*UBTI* – understands that certain assets held in a retirement account may generate unrelated business taxable income (UBTI).

2. In consideration for the services provided by Custodian as described in this agreement, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of the account, including legal, appraisal and other fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) and to liquidate assets to pay for such fees. Custodian and any selected Investment Advisor have entered into a separate arrangement that details the source of fee income to Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to Owner upon

# GENERAL TERMS AND CONDITIONS

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 above, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (i) if applicable, net interest income from the financial institutions into which any "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, (iii) securities broker/dealer commissions for executing trades of securities, and (iv) any and all other fees, payments, reimbursements, commissions and other amounts payable in connection with any services provided or to be provided by Custodian or any of its affiliates to Owner.

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 Custodian is notified, within 10 days (or such later date agreed to by Custodian) measured from the date sent by Custodian, of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian's conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from Owner, or Investment Advisor or for failing to undertake any act due to the absence of such instructions.

5. Neither Custodian nor any of its affiliates will have any responsibility or liability for any advice, recommendation or trading by Investment Advisor or any other authorized agent of Owner or Investment Advisor. Owner understands that Investment Advisor is an agent of Owner and not Custodian and that the terms of this Agreement will continue to govern the terms of the services provided by Custodian to Owner.

6. Except as otherwise set forth herein, 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 that it may hold pursuant to this Agreement, after deducting from the amount of any fees payable to Custodian under the terms of this Agreement. (If no cash is available to pay fees due 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.

7. 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 Owner.

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

9. 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.

# GENERAL TERMS AND CONDITIONS

10. To the extent this Agreement and all duties, obligations and rights created thereby is subject to the laws of any state, it shall be governed by the laws of the State of New York, applicable to contracts made and to be performed in that state.

## 11. LIMITATION ON LIABILITY.

A. General – To the maximum extent permitted by applicable law, neither Custodian nor any of its affiliates shall be liable for any action taken or omitted to be taken by any of them hereunder or in connection herewith except for their breach of this Agreement, gross negligence or willful misconduct. Neither Custodian nor any of its affiliates shall be liable for any actions taken or omitted in accordance with any instruction from Owner or Owner's agents, including any Investment Advisor. Custodian may consult with legal counsel and any action taken or suffered in good faith in accordance with the advice of such counsel shall be full justification and protection to Custodian and its affiliates.

B. No Liability for Indirect, Consequential, Exemplary or Punitive Damages; Force Majeure – In no event shall Custodian or its affiliates be held liable for (i) indirect, consequential, exemplary or punitive damages or (ii) any loss of any kind caused, directly or indirectly, by any force majeure event and Owner unconditionally waives any right it may have to claim or recover such damages (even if Owner has informed such party of the possibility or likelihood of such damages).

C. Automated Systems – Owner consents to Custodian's and its affiliates' use of automated systems or service bureaus in conjunction with the receipt and handling of orders, reporting of order acknowledgements, cancellations and executions, clearing and settling of transactions for the account, tax and cost-basis reporting, delivery of issuer information with respect to collateral and similar recordkeeping and reporting services and account reconciliation and risk management (collectively, "Automated Systems"). Owner understands that the use of Automated Systems entails risks, including, but not limited to, interruption of service, systems or communications failures, delays in service, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure"), that could cause substantial damage, expense or liability to Owner. CUSTODIAN MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, DESIGN, FUNCTIONALITY, OPERATION, TITLE OR NON-INFRINGEMENT OF ANY AUTOMATED SYSTEM, AND MAKE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, CUSTODIAN EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT ANY AUTOMATED SYSTEM WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE.

D. Other Third Parties – Custodian and its affiliates shall have no responsibility or liability to Owner (i) in connection with the performance or non-performance by any market center, clearing house, clearing firm or other third party (including banks) of its obligations in respect of any order for, transaction in, or collateral for the account; (ii) any instructions, notices and communications that Custodian believes to be of an individual authorized to act on behalf of Owner; or (iii) as a result of any action taken by or on behalf of Custodian or its affiliates or such parties' failure to act, if such action or inaction is necessary to comply with applicable law.

E. Where Limited by Applicable Law. Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply, and the liability of the Custodian and its affiliates is limited to the greatest extent allowable under applicable law in those states. In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Owner's remedies under this Agreement fail, then Owner expressly agrees that under no circumstances will

# GENERAL TERMS AND CONDITIONS

the total, aggregate liability of Custodian or any of its affiliates to Owner or any party claiming by or through Owner, for any cause whatsoever, exceed \$1,000, regardless of the form of action and whether in contract, statute, tort or otherwise.

12. Indemnification – Owner agrees fully to indemnify, hold harmless and reimburse Custodian and its affiliates, on a current basis, from and against any and all claims, losses and expenses arising out of or relating to: (i) any transaction effected for or in the account in accordance with any communication, notice, instruction or order received from the Owner, Owner's agent, Investment Advisor, or an individual Custodian believes to be authorized to act on behalf of Owner or Investment Advisor; (ii) any erroneous, mismatched or incomplete identifying information on any electronic funds transfer instruction; (iii) failure of Owner to perform its obligations hereunder, including, without limitation, failure to satisfy any obligation due to Custodian or timely deliver in good deliverable form any collateral sold for the account; (iv) breach of any representation, warranty or covenant made by Owner hereunder or any subsequent false or misleading statement or representation made by Owner or its agents; (v) any act or omission by Owner in respect of any of its accounts; (vi) Owner's failure to comply with any provision of applicable law (vii) any action taken by Custodian or its affiliates to enforce its rights under this Agreement; (viii) any event of default by Owner; and (ix) any violation or infringement by Owner or its agents of any copyright or other intellectual property right.

## 13. DISPUTE RESOLUTION.

**A. Arbitration – IT IS IMPORTANT THAT YOU READ THIS ARBITRATION CLAUSE. IT PROVIDES THAT YOU MAY BE REQUIRED TO RESOLVE ANY CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE THE CLAIM IN COURT. YOU ARE GIVING UP THE RIGHTS YOU MIGHT HAVE TO LITIGATE SUCH CLAIMS BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED. YOU SHOULD CONSULT LEGAL COUNSEL TO DETERMINE WHETHER THIS ARBITRATION CLAUSE IS APPROPRIATE FOR YOU. YOU CAN OPT OUT OF THE ARBITRATION BY FOLLOWING THE INSTRUCTIONS IN THE LAST PARAGRAPH OF THIS ARBITRATION CLAUSE.**

All disputes, claims, or controversies between Owner and Custodian regarding the account or any account-related services, except claims subject to the jurisdiction of the small claims court (or a state's equivalent court), shall be resolved by binding arbitration at the election of either party. This applies to all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, disputes arising out of or relating to Owner's relationship with Custodian, the account with Custodian, or relating to any service provided by Custodian in connection with the account, as well as all such disputes between Owner and Custodian's officers, employees, agents, or affiliates.

The arbitration shall be conducted according to the rules then in effect of the American Arbitration Association. The Web address of the American Arbitration Association is [www.adr.org](http://www.adr.org) and their telephone number is 1-800-778-7879. The matter shall be heard by one arbitrator unless the amount in controversy exceeds \$75,000, in which event three arbitrators shall hear the case. A submission to a single arbitrator will be deemed a waiver of any right to recover more than \$75,000. This arbitration agreement concerns transaction in interstate commerce and shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The award of the arbitrators or of the majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration agreement shall be binding upon each party's heirs, administrators, representatives, executors, successors, assigns, and all other persons claiming a legal or beneficial interest in the account. Any costs, attorneys'



# GENERAL TERMS AND CONDITIONS

fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of the award.

Except as otherwise required by law: (i) Owner may not assert claims on behalf of others in an arbitration proceeding (e.g., in a representative or private attorney general capacity), and (ii) the arbitrator shall not have the authority to award relief for or against anyone on a class or representative basis.

The parties agree and understand that the arbitrator shall have all the powers provided by law and the rules of the arbitration forum. Those powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief, available under applicable law. The institution and maintenance of any action for judicial relief in a court to obtain a monetary judgment or enforcement shall not constitute a waiver of the right of any party to compel arbitration regarding any dispute or remedy subject to arbitration.

If Owner initiates arbitration, Custodian will pay one-half of any arbitration filing fee. Owner will pay the rest of the filing fee and all of the arbitration fees charged by the arbitration forum and the arbitrator through the first day of the arbitration, up to a maximum of eight hours. Custodian and Owner will split any remaining fees equally. The arbitrator(s) shall have the power to assess in the award all or part of the filing fees and arbitration fees to either party. If the laws of the State in which Owner is a resident require Custodian to pay all forum fees, Custodian will pay such fees.

If Owner resides outside the United States at the time of arbitration, Owner agrees that the arbitration will be held in New York, New York. Owner consents to the personal jurisdiction of the courts of the State of New York, U.S.A. (federal and state) for all purposes relating to this agreement; and Owner agrees that the arbitration shall be conducted in the English language.

If Owner does not wish to be bound by this arbitration clause, Owner must notify the Custodian in writing within 60 days after receiving a copy of this Agreement. Owner must send your request to: Arbitration Manager, TCA by E\*TRADE, Legal Department, 671 North Glebe Road, Arlington, Virginia 22203. Owner's request must include the account number(s) and a clear statement of Owner's intent, such as "I reject the arbitration clause stated in the Custodian's account agreement."

If any part of this arbitration clause is determined to be void or unenforceable for any reason, the remainder of this arbitration clause shall remain in effect to the maximum extent possible and the void or unenforceable part shall be severed from the rest of the agreement. However, any dispute as to the validity of this arbitration clause, including the waiver of rights to participate in any class action, shall be determined by a court of competent jurisdiction. In the event that the class action (or similar representative action) waiver in this arbitration clause is deemed invalid, then the entire arbitration clause shall be null and void.

This section will not be deemed to limit or constrain Custodian's right of set off, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Custodian may hold in property, or to comply with legal process involving the accounts or other property.

**B. Jurisdiction, Venue and Waiver of Jury Trial – Except as otherwise set forth herein, in the event Owner and Custodian elect not to pursue resolution of any such dispute or controversy by arbitration, ANY CONTROVERSY BETWEEN OWNER AND CUSTODIAN ARISING OUT OF OR RELATING TO THE ACCOUNT REGARDLESS OF THE MANNER OF RESOLUTION, SHALL BE ARBITRATED, LITIGATED (TRIED IN A COURT OF LAW), OR OTHERWISE RESOLVED BY A TRIBUNAL LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK. IN ADDITION, OWNER HEREBY WAIVES TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. Owner agrees to pay all expenses, including**

# GENERAL TERMS AND CONDITIONS

attorneys' fees, incurred by Custodian: (a) to defend any unsuccessful claim Owner brings against Custodian or its affiliates, or (b) to collect any debit balances in the account(s) held for Owner (individually or jointly) by Custodian or its affiliate. Owner hereby expressly re-acknowledges that to the extent this Agreement is subject to the laws of any state, it will be subject to the laws of the State of New York and, further, hereby submits and consents to jurisdiction in the Courts of the State of New York (federal and state) and shall be amenable to service of summons and other legal process of, and emanating from, the State of New York.

14. 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 Owner the Investment Advisor's fees, and that such fees may be used to pay Custodian fees. In the event of termination of the Service Agreement between Custodian and Investment Advisor, Custodian fees related to the account will be charged to Owner.

**15. OWNER UNDERSTANDS THAT CUSTODIAN RESERVES THE RIGHT TO AMEND, MODIFY OR TERMINATE THIS AGREEMENT, INCLUDING THE FEE SCHEDULE, DISCLOSURES AND SERVICES PROVIDED HEREUNDER, AT ANY TIME OR FROM TIME-TO-TIME IN ACCORDANCE WITH THE TERMS HEREOF AND APPLICABLE LAW. WHILE CUSTODIAN WILL ENDEAVOR TO PROVIDE 30 DAYS' PRIOR NOTICE OF ANY SUCH AMENDMENT OF THIS AGREEMENT, OWNER UNDERSTANDS THAT, EXCEPT AS OTHERWISE INDICATED, ANY AMENDMENT OF THIS AGREEMENT WILL BE EFFECTIVE AS OF THE DESIGNATED EFFECTIVE DATE. OWNER ALSO UNDERSTANDS THAT BY CONTINUING TO MAINTAIN AN ACCOUNT, OWNER IS ACCEPTING THE TERMS OF THIS AGREEMENT, AS AMENDED, AND WILL BE LEGALLY BOUND BY SUCH AMENDED TERMS AND CONDITIONS.**

16. If any provision contained in the Agreement conflicts with any IRS, FDIC, OCC, FINRA, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.

17. 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 Custodian to execute credit/debit transactions in the account per the Uniform Commercial Code Article 4A as well as the operating rules of NACHA.

18. Owner agrees 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. Furthermore, Owner agrees that Custodian and Owner are each obligated to comply with applicable law. Custodian shall have no duty to determine whether Owner is in compliance with applicable law and Custodian shall not be liable to Owner or any other party as a result of any action or inaction taken by Custodian to comply with applicable law. If there is a change in any applicable law that is inconsistent with any provision herein, the affected provision shall be deemed modified or superseded, as the case may be, by the applicable law, and all other provisions of this Agreement shall in all respects continue in full force and effect. Owner acknowledges and agrees that Owner does not have a private right of action with respect to certain applicable laws.

19. If a correct Taxpayer Identification Number is not provided to Custodian, Owner understands and agrees that Owner may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to or for the benefit of Owner. Backup withholding taxes are sent to the appropriate taxing authority and cannot

# GENERAL TERMS AND CONDITIONS

be refunded by Custodian. Owner further understands and agrees that if Owner waives tax withholding and fails to pay sufficient estimated taxes to the appropriate taxing authority, Owner may be subject to tax penalties.

20. The information Owner has provided on the Application is current, accurate, truthful and complete. Owner agrees to notify Custodian of any change to the information provided on its Application promptly, but in any event within 30 days of such change. Owner agrees to indemnify and hold Custodian and its affiliates harmless from and against any and all claims, losses and expenses arising out of or relating to Owner's failure to provide true and accurate information on the Application or to update such information. Owner further represents that no one else has an interest in the account except for those persons that Owner has previously disclosed to Custodian through the Application or otherwise in a manner specified by Custodian.

21. While Custodian may make certain general information available to Owner, under no circumstances does Custodian or any of its affiliates provide legal, tax, estate planning or accounting advice.

## 22. Miscellaneous Provisions.

A. Severability, Waiver and Effectiveness – If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement. Except as specifically permitted in this Agreement, no provision of the Agreement can be, nor will it be deemed to be, waived, altered, modified or amended unless agreed to in writing signed by an authorized officer of Custodian.

B. Non-Waiver – Custodian's failure to insist on strict compliance with this Agreement or any other course of conduct on its part will not be deemed a waiver of Custodian's rights under this Agreement.

C. Successors; Assignment – This Agreement will pass to the benefit of Custodian and its successors, assigns and agents. In addition, Owner hereby agrees that this Agreement and all the terms hereof, will be binding on Owner's heirs, executors, administrators, personal representatives and any assigns permitted by Custodian. Custodian may assign its rights and duties under this Agreement to any of its successors or to any affiliate of Custodian without giving Owner notice, or to any other entity on prior written notice to Owner. Owner may not assign its rights and obligations under this Agreement without first obtaining the prior written consent of Custodian. Any purported assignment in violation of this Agreement will be void.

D. Power of Attorney – Owner agrees and hereby irrevocably appoints Custodian, with full power as Owner's true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that Custodian deems necessary or advisable to accomplish the purposes of this Agreement.

E. Power and Authority – If Owner is a natural person, Owner represents that Owner has attained the age of majority and has the legal capacity to enter into this Agreement and perform Owner's obligations under it. If Owner is a legal entity, including a corporation, partnership, estate or trust, Owner represents that Owner has all necessary power and authority to execute and perform this Agreement and that the execution and performance of this Agreement will not cause Owner to violate any provisions in Owner's charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument. Owner further represent that this Agreement, as amended from time to time, is Owner's legal, valid and binding obligation, enforceable against Owner in accordance with its terms.

# GENERAL TERMS AND CONDITIONS

F. Headings – The heading of each provision of this Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

G. Entire Understanding – This Agreement, all other written agreements and terms contained on statements and confirmations contain the entire understanding between Custodian and Owner. This Agreement supersedes any previous agreements that Owner has made with Custodian with regard to the account to the extent that the subject matter is covered by this Agreement and if the account is held jointly, it supersedes any previous agreements made by the same parties to this Agreement with Custodian.

## **ESTABLISHMENT OF THE ACCOUNT(S) CONSTITUTES ACCEPTANCE BY TCA BY E\*TRADE.**

### **SECTION 3: 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 Custodian.

VARIABLE RATE. At Custodian's discretion, interest rates and annual percentage yields may change at any time and may fluctuate on a daily or even intraday basis. Interest rates may vary from rates made available to other customers. Contact Custodian's client service department for current interest rates.

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

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

BALANCE COMPUTATION METHOD. Custodian uses 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 Custodian receives credit for non-cash items (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.)

### **SECTION 4: Electronic Document (e-Delivery) Policy**

Federal law requires certain disclosures be provided to you and that Custodian advise you of your rights regarding those disclosures. Prior to receiving statements and other document disclosures electronically (on-line), you must consent to the terms and conditions outlined below.

- \* By electing e-Delivery, some or all of the disclosures, records, or other information (collectively, "Documents") related to your account will be made available to you in electronic format and will not be distributed on paper unless you contact us and request a paper version of a specific Document.
- \* Upon request, duplicate copies of Documents will be provided to you in paper format at no cost if you send a written request to Custodian, 7103 South Revere Parkway, Centennial, CO 80112.

# GENERAL TERMS AND CONDITIONS

- \* You may withdraw your consent to receive Documents electronically. In order to withdraw your consent, you must contact us in writing at Custodian, 7103 South Revere Parkway, Centennial, CO 80112, or by logging in at <https://app.trustamerica.com/Liberty>. If you elect to withdraw consent to receive Documents electronically, the use of the products and/or services for which you applied at the time you consented to receive Documents electronically will immediately be terminated. NOTE: if there are any fees for withdrawing consent or in connection with termination due to withdrawn consent, those fees are disclosed in your Advisor fee schedule.
- \* Your consent applies to all Documents, including records or other information, related to your account and use of the product or service for which you are applying.
- \* To ensure that we are able to provide you with notices and information from time to time, you must update us with any change in your email address. To do so, please contact us in writing at Custodian, 7103 South Revere Parkway, Centennial, CO 80112, or by logging in at <https://app.trustamerica.com/Liberty>.
- \* In order to receive and retain Documents electronically the following minimum computer hardware and software requirements must be met:
  - A version of an internet browser that is currently supported by its publisher and that Custodian supports, such as Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari;
  - A connection to the internet;
  - A current version of a program that accurately reads and displays PDF files, such as Adobe Acrobat® Reader® or MAC OS
  - A computer and an operating system capable of supporting all of the above;
  - A printer if you wish to print out and retain Documents in paper or electronic storage if you wish to retain Documents in electronic format.

## SECTION 5: Electronic Funds Transfer Act Disclosure

The following terms apply to electronic fund transfers governed by the Federal Electronic Fund Transfer Act. Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers.

- \* **Preauthorized/Automatic Transfers:** Pre-authorized electronic fund transfers may be made to your account from a third party (e.g., Social Security, a pension fund, a trust account, or your employer) or from your account to a third party (e.g. regular distribution to an external account). "Pre-authorized transfer" does not include: (a) transactions initiated by check, draft or similar paper instrument, (b) transfers to or from business or other non-personal accounts, (c) individual transfers we initiate under an agreement with you, but without your specific request, or (d) transfers initiated by telephone. Please note: If federal recurring or other electronic payments are made into your account, the payments may be affected by a change in account status or transfer. If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.
- \* **Varying Preauthorized Transfers:** If you have arranged in advance to make regular transfers out of your account and they may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- \* **Our Liability for Failing to Make Transfers:** If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

# GENERAL TERMS AND CONDITIONS

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
  - Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
  - The system was not working properly and you knew about the problem when you started the transaction;
  - The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
  - The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
  - We have reason to believe the transaction may not be authorized by you; or
  - You fail to follow service instructions on how to make a transfer.
  - There may be other exceptions stated in our agreement with you.
- \* **Your Liability for Unauthorized Electronic Fund Transfer:** Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.
- \* **Business and Other Non-personal Accounts:** The provisions in this Electronic Fund Transfers section dealing with "Our Liability for Failing to Make Transfers," "Your Liability for Unauthorized Electronic Fund Transfers," and "In Case of Errors or Questions About Your Electronic Fund Transfers" do not apply to business or other non-personal accounts.
- \* **How to Stop Preauthorized Transfers From Your Account:** If you have told us in advance to make regular transfer out of your account, you can stop any of these transfer by writing to us at P.O. Box 5158 Englewood, CO 80155-5158 or calling (303)705-6000.
- We must receive your request at least three business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing. Your request should specify the exact amount (dollars and cents) of the transfer you want to stop and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- \* **In Case of Errors or Questions About Your Electronic Transfers:** Write to us at P.O. Box 5158 Englewood, CO 80155-5158 or call (303)705-6000 as soon as you can if you think your statement is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
- Tell us your name and account number.
  - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - Tell us the dollar amount of the suspected error.

# GENERAL TERMS AND CONDITIONS

- In addition, it would be helpful if you provided us with any supporting documentation related to the error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. In certain instances, we may provide credit sooner. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- \* Fees. No fees apply to electronic fund transfers.
- \* Business Days. Our business days are Monday through Friday, excluding federal holidays.
- \* Confidentiality: See Client Privacy Policy.

# GENERAL TERMS AND CONDITIONS

## SECTION 6: Client Privacy Policy

**FACTS** WHAT DOES E\*TRADE SAVINGS BANK (“TCA BY E\*TRADE”) DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul data-bbox="256 421 681 501" style="list-style-type: none"><li>• Social Security number and income</li><li>• Account balances and transaction history</li><li>• Assets and investment activity</li></ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TCA by E*TRADE chooses to share; and whether you can limit this sharing.



# GENERAL TERMS AND CONDITIONS

Reasons we can share your personal information	Does TCA by E*TRADE share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

QUESTIONS Call 303.705.6000

Who we are	
Who is providing this notice?	TCA by E*TRADE
What we do	
How does TCA by E*TRADE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TCA by E*TRADE collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Open an account or give us your account information</li> <li>• Make deposits or withdrawals from your account</li> <li>• Show your driver's license or government-issued ID</li> </ul>
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

# GENERAL TERMS AND CONDITIONS

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• TCA by E*TRADE affiliates include companies with the E*TRADE name including E*TRADE Securities LLC, E*TRADE Capital Management, LLC, E*TRADE Futures LLC, E*TRADE Insurance Services, Inc., E*TRADE Financial Corporate Services, Inc., and E*TRADE Bank. TCA by E*TRADE does not share with affiliates.</li></ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• TCA by E*TRADE does not share with non-affiliates so they can market to you.</li></ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>• TCA by E*TRADE does not jointly market.</li></ul>

**- End Form -**