

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-RA under section 408A of the Internal Revenue Code.

FORM (Rev. April 2017)

The depositor named on the application is establishing a Roth individual retirement account (Roth IRA) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named on the application has given the depositor the disclosure statement required by Regulations section 1.408-6.

The depositor has assigned the custodial account the sum indicated on the application.

The depositor and the custodian make the following agreement:

ARTICLE I

Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for tax years 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a depositor who is single or treated as a single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married depositor filing jointly, between AGI of \$186,000 and \$196,000; and for a married depositor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

ARTICLE III

The depositor's interest in the balance in the custodial account is nonforfeitable.

ARTICLE IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.

- (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting one from the divisor for each subsequent year.
3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

ARTICLE VI

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

ARTICLE VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

ARTICLE VIII

This agreement will be amended as necessary to comply with the provisions of the Code, the related Regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the application.

ARTICLE IX

- 9.01 **Definitions** – In this part of this agreement (Article IX), the words “you” and “your” mean the inherited Roth IRA owner. The words “we,” “us,” and “our” mean the custodian. The words “inherited Roth IRA owner” mean the individual establishing this inherited Roth IRA with either a direct rollover contribution from an eligible inherited employer-sponsored retirement plan or a transfer from an inherited Roth IRA. The word “Code” means the Internal Revenue Code, “regulations” means the Treasury regulations, and the word “Account Representative” or “Representative” means any individual you have delegated his or her investment responsibilities to under Section 9.07.
- 9.02 **Notices and Change of Address** – Any required notice regarding this inherited Roth IRA will be considered effective when we send it to the intended recipient at the last address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 9.03 **Representations and Responsibilities** – You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you or your Account Representative give us, or action you or your Account Representative take will be proper under this Agreement and that we are entitled to rely upon any such information or directions. You acknowledge that we are

under no obligation to determine what actions or documentation may be necessary or appropriate with respect to any transaction requested by you or your Account Representative, and that we need only obtain those documents specified by you or your Account Representative in any authorization (i.e. purchase or sale authorization). We will have no duty to confirm or ascertain that any such document or instrument obtained in connection with any transaction is genuine or authentic, or that it has been properly or correctly executed or entered into by any purported party thereto.

Upon receipt of any report or statement, you must inform us in writing if you believe any information on the report/statement is incorrect within 30 days after the report/statement is sent. If you do not so inform us, then we shall be relieved from all liability regarding the status of your account as stated in the report/statement.

We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments, damages or expenses you incur in connection with your inherited Roth IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. The Custodian agrees to submit reports to the Internal Revenue Service and the Depositor prescribed by the Internal Revenue Service. You agree to prepare and provide to us Form 990-T, if required. We are responsible for filing Form 990-T with the IRS once you have provided it to us.

9.04 Disclosure of Account Information – We may use agents and/or subcontractors to assist in administering your inherited Roth IRA. We may release nonpublic personal information regarding your inherited Roth IRA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.

9.05 Service Fees – We have the right to charge an annual service fee or other designated fees (e.g. a transfer, rollover or termination fee, etc.) for maintaining your inherited Roth IRA. We may also charge additional fees for complex transactions requiring extraordinary time and attention from our staff. In addition, we have the right to be reimbursed for all reasonable expenses, including various transaction and legal expenses, we incur in connection with the administration of your inherited Roth IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your inherited Roth IRA at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective. Any brokerage commissions attributable to the assets in your inherited Roth IRA will be charged to your inherited Roth IRA. You cannot reimburse your inherited Roth IRA for these commissions or any Service Fees paid from your inherited Roth IRA.

Fees are billed quarterly and will be automatically deducted from available cash or Custodian may charge to your credit card (Visa or MasterCard), if authorized. Rejected credit card charges are subject to a \$25 reprocessing fee. If payment is not received within thirty (30) days from the due date reflected on your invoice, a \$15 Late Fee will be assessed to your account and a Past Due Notice will be mailed. Should fees not be collected we have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees charged against the account are fully paid. Additionally we may liquidate assets from the account, without notice, for any outstanding fee which has not been paid. We may, at our discretion, liquidate sufficient assets to cover outstanding fees plus one year's estimated fees,

including termination fees. Due to the nature of certain investments a partial liquidation may not be possible. In such cases we may liquidate your entire holdings in the investment. Upon receipt, proceeds will be first applied to outstanding fees. Remaining balances, if any, will be placed into your account and deposited in an account as described in paragraph 5 of 9.07 (a).

In the event that fees are not paid within thirty (30) days after mailing the Past Due Notice we will begin the process of closing your account. Any asset distributed directly to you as a part of closing your account will be reported to the IRS on Form 1099-R and may subject you to possible taxes and penalties. Accounts with past due fees, unfunded accounts and accounts with zero value will continue to incur administration and maintenance fees until such time as you notify us in writing (on a form prescribed by us) of your intent to close the account or we resign as custodian. You will be liable for all past due fees, re-registration fees, late fees and account termination fees. In the event of nonpayment we may employ a collection agency to recover any unpaid fees or expenses.

The Custodian is entitled to receive, from the assets held in your Account, a fee equal in amount to all the income that is generated from any Undirected Cash (defined as any cash in your Account not invested pursuant to a specific investment direction by you, the Accountholder) which is held by Custodian in an account or product of an FDIC or other United States government insured financial institution, United States government security, or security that is insured or guaranteed by the United States government (Custodial Fee). You agree that the Custodial Fee may be retained by Custodian as compensation for the services provided by Custodian. The Custodial Fee is associated with cash management activities, including, but not limited to, account maintenance, depository bank selection, transaction processing, sub-accounting, recordkeeping, and other services performed under the terms of this Agreement and your Account Application.

We may also receive compensation in the form of shareholder servicing fees, sub-transfer agency fees, and other types of fees paid by certain mutual funds or their affiliates in consideration of services we provide to them, e.g., purchase and redemption of shares and participant-level recordkeeping. This compensation is paid to us pursuant to service agreements between the funds and us. Under no circumstances will you be responsible for the payment of this compensation to us, nor will you be entitled to any offsets or credits to the service fees and expenses you owe to us by reason of our having received this compensation. The compensation paid to us is based either on a set fee per investor or on a percentage of the average daily net asset value of shares invested in the fund.

9.06 Restrictions on Contributions to the Inherited Roth IRA – Your inherited Roth IRA may receive multiple rollover contributions from inherited qualified retirement plans, 403(a) annuity plans, 403(b) tax-sheltered annuity plans, or 457(b) governmental deferred compensation plans, or multiple transfers from inherited Roth IRAs. In order to combine these inherited retirement assets in the same inherited Roth IRA, you must have inherited the assets from the same owner and they must have been subject to the same beneficiary payment elections and calculation methods as under the receiving inherited Roth IRA. You may not make regular contributions to this inherited Roth IRA.

9.07 Investment of Amounts in the Inherited Roth IRA –

a. **Direction of Investment.** You acknowledge that it is your sole responsibility to direct the investment of your inherited Roth IRA assets and that we, acting as custodian of your account, will have no responsibility or involvement in evaluating or selecting any assets for acquisition or disposition, and shall have no liability for any loss or damage that may result from or be associated with

any requested investment transaction. You shall direct all investment transactions, including earnings and the proceeds from securities sales. Your investment choices are limited to investments that the Custodian is capable of holding in the ordinary course of its business and in accordance with its policies and practices.

At our sole discretion, we reserve the right to not accept any investment into your custodial account. Certain types of investments may pose unacceptable administrative burdens to us, and therefore, we reserve the right to not accept such investments into your custodial account. Administrative burdens include, but are not limited to, the inability of our computer, accounting, or other systems to service the asset or excessive manual labor to service the asset. In addition, all assets must comply with Trust Company policies. We reserve the right to review any or all investments to determine if the asset is administratively feasible to us. Our review will be solely administrative in nature. Our decision to not accept an asset should in no way be construed as a determination concerning the prudence or suitability of the investment for your inherited Roth IRA. Likewise, acceptance of the asset by us should not be construed as a favorable opinion as to the prudence or suitability of the investment for your inherited Roth IRA. Our review of any asset you desire to purchase and hold in your custodial account should in no way be construed as a "due diligence" review. We do not perform any type of feasibility study, nor do we research or confirm any financial information regarding any investment.

You and upon your death, your successor Beneficiary agree to indemnify and hold harmless the Custodian from and against all losses, expenses, settlement payments, or judgements incurred by, or entered against the Custodian as the result of any threatened or asserted claim against the Custodian that pertains in any way to: the Custodian's activities with you; your investments; and/or any situation or matter associated with this account. Your indemnification obligations also include the responsibility to reimburse the Custodian for all attorneys' fees and costs incurred by the Custodian in: responding to threatened claims by any party; defending (including an appeal) against asserted claims by any party; and/or prosecuting (including an appeal) a claim or counterclaim against you requesting payment of the indemnification obligation set forth herein. Your indemnification obligation applies to any threatened or asserted claim against us including specifically, a claim that is threatened or asserted by you against us. Your indemnification obligation hereunder also applies to any threatened or asserted claims brought by you against us resulting from wrongful conduct by any representative appointed by you including, but not limited to, fraud, forgery or any other illegal act engaged in by your representative or other agent retained by you.

You agree to indemnify and hold us harmless from and against any and all claims, liabilities, causes of action, losses and expenses (including, without limitation, any court costs, attorney's fees and other expenses) asserted against or incurred by us as a result of, or in any way relating to, any action requested or directed by you or your Account Representative.

In the absence of instructions from you or if your instructions are not in a form acceptable to us, the Custodian shall hold your Undirected Cash in an account or product of an FDIC or other United States government insured financial institution, United States government security, or security that is insured or guaranteed by the United States government, unless or

otherwise directed by you. The account is insured for up to the amount available under the FDIC insurance; amounts in the account in excess of FDIC insurance limits are not insured.

Directions regarding your account must be in writing from either you or your designated representative. In the event that we receive written investment directions from either you or your designated representative, we may rely on the genuineness of all signatures and shall be under no duty to investigate any directions or investment decisions. You authorize us to honor original and fax copies of requests from you or the representative you have appointed. We shall be under no duty to investigate the genuineness of the signatures, but may employ any means of verification we wish if we elect to pursue verification.

Custodian shall be under no obligation or duty to secure, verify title to or otherwise evaluate the assets underlying any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any such assets or investments or the collateral for such investment. The Custodian shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Further, Custodian is not providing legal or tax services or advice with respect to the investment and the undersigned absolves and indemnifies Custodian in the event that the investment or sale of assets pursuant to any investment directions violates any federal or state law or regulation or otherwise results in a disqualification, penalty or tax imposed upon the Roth IRA, Custodian or the undersigned. Furthermore, the undersigned authorizes and directs Custodian to execute and deliver, on behalf of his or her inherited Roth IRA, any and all documents delivered to Custodian in connection with such investment; and Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with the above investment direction.

All transactions shall be subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed and to our policies and practices.

After your death, your beneficiary(ies) shall have the right to direct the investment of your inherited Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 9.03).

- b. **Our Investment Powers and Duties** – We shall have no discretion to direct any investment in your inherited Roth IRA. We assume no responsibility for rendering investment advice with respect to your inherited Roth IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your inherited Roth IRA. We shall exercise the voting rights and other shareholder rights with respect to securities in your inherited Roth IRA but only in accordance with the instructions you give to us.

We, in no way, guarantee the account from loss or depreciation. Our liability to make any payment from the account is at all times limited to the then available assets of the account.

Except to the extent, if any, that may be required by applicable law, we shall have no duty or obligation to monitor or make you or your Account Representative aware of the receipt or non-receipt of any funds payable to your account with respect to any assets in such account (e.g., dividends, interest or other distributions) or to provide you with any other information or documentation (other than pleadings, orders or official notices arising from any judicial proceeding) that we may receive or become aware of with respect to such assets. (For example, and not by way of limitation, we shall have no obligation or duty to provide you with any information or documentation with respect to tender offers from 3rd parties, or that have not been registered with the Securities and Exchange Commission.) We shall have no duty to undertake any action with respect to the collection or enforcement of any payments or rights relating to such assets (including, without limitation, any participation in any bankruptcy proceedings, receivership proceedings, foreclosures or other litigation, or the perfection or enforcement of any lien or other rights with respect to such assets) without receiving prior instruction from you, accompanied by such undertaking of indemnification as we may request to assure us that we will be fully reimbursed and protected with respect thereto. Without limitation on the foregoing, we may however, if we so elect, advised by counsel if deemed appropriate, respond and participate in any such bankruptcy proceeding, receivership proceedings, or other litigation to which we or your account may have been made a party, and in such case we shall be fully indemnified and protected by you for any action taken by us in good faith. We shall be entitled to seek the advice of legal counsel in connection with any matter relating to your account or any assets, and may in good faith rely and act upon such advice.

- c. **Delegation of Investment Responsibility** – We may, but are not required to, permit you to delegate your investment responsibility for your inherited Roth IRA to another party acceptable to us by giving written notice of your delegation in a format we prescribe. We shall follow the direction of any such party who is properly appointed and we shall be under no duty to review or question, nor shall we be responsible for, any of that party's directions, actions or failures to act. We have the right to rely on any representations and/or warranties made by your Account Representative in connection with any sale or purchase on behalf of your account, including but not limited to representations with regard to prohibited transactions and suitability requirements.

Said Representative may be a registered representative of a broker/dealer organization, a financial advisor or any other person as may be acceptable to you. The Representative shall be your authorized agent and is not the agent of the Custodian. We shall construe all investment directions given by your representative, whether written or oral, as having been authorized by you. You may appoint and/or remove your representative by written notice to the Custodian provided that the removal of Representative shall not have the effect of canceling any notice, instruction, direction or approval received by the Custodian from the removed Representative before the Custodian received said notice of removal from you.

- 9.08 **Successor Beneficiaries** – We may allow you, if permitted by state law, to name successor beneficiaries for your inherited Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each inherited Roth IRA beneficiary designation form that you file with us will cancel all previous designations. The consent of a successor beneficiary will not be required for you to revoke a successor beneficiary designation. If you do not designate

a successor beneficiary, your estate will be the successor beneficiary. In no event will the successor beneficiary be able to extend the distribution period beyond that required for you.

If we so choose, for any reason (e.g., due to limitations of our charter or bylaws), we may require that a successor beneficiary take total distribution of all inherited Roth IRA assets by December 31 of the year following the year of death.

- 9.09 **Required Minimum Distributions** – You are required to take minimum distributions from your inherited Roth IRA. The options available to you as a beneficiary of a deceased plan participant or deceased Roth IRA owner are determined according to the type of plan you have inherited and are described below. Any payment elections you either made or defaulted to under the plan you inherited generally carry over to the inherited Roth IRA.

- a. **Beneficiary of an Employer-Sponsored Retirement Plan.** The calculation of the required minimum distribution is based, in part, on determining the original owner's designated beneficiary. A designated beneficiary is determined based on the beneficiaries designated as of the date of the original owner's death, who remain beneficiaries as of September 30 of the year following the year of the original owner's death. The options available to you as the beneficiary of an eligible employer-sponsored retirement plan are described below. A spouse beneficiary will have all rights as granted under the Code or applicable regulations to treat the inherited account as his or her own.

- (i) If the original participant died on or after his or her required beginning date, the remaining interest will be distributed over the designated beneficiary's remaining life expectancy as determined in the year following the death of the original participant and reduced by one for each subsequent year or, if longer, over the remaining life expectancy of the original participant as determined in the year of the participant's death and reduced by one for each subsequent year.

- (ii) If the original participant died before his or her required beginning date, the plan may provide that the remaining interest will be distributed in accordance with (1) or (2) below:

- (1) the remaining interest will be distributed over the designated beneficiary's remaining life expectancy as determined in the year following the death of the original participant and reduced by one for each subsequent year, starting by the end of the calendar year following the year of the original participant's death, or if there is no designated beneficiary, the remaining interest will be distributed in accordance with (2) below.

- (2) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the original participant's death.

- b. **Beneficiary of a Roth IRA.** If you are a beneficiary of a Roth IRA, your required minimum distribution options are described in Article V of this agreement. If you elect to take life expectancy payments, the payment must be removed each year by December 31. If you are a surviving spouse beneficiary of a Roth IRA, you also will be entitled to such additional beneficiary payment options as are granted under the Code or applicable regulations.

If you have previously made a distribution election with the prior inherited retirement plan or Roth IRA, you may not extend the distribution period for that election by moving it to an inherited Roth IRA. An exception applies if you have inherited an eligible employer-sponsored retirement plan and previously elected or

defaulted to the five-year rule. The five-year rule payment election may be changed to a life expectancy payment election if, by December 31 of the year following the year of the plan participant's death, you remove a life expectancy-based payment before rolling over the remaining assets to your inherited Roth IRA.

If you have elected to take life expectancy payments and fail to request your required minimum distribution by December 31, we can, at our complete and sole discretion, do any one of the following.

- Make no distribution until you give us a proper withdrawal request
- Distribute your entire inherited Roth IRA to you in a single sum payment
- Determine your required minimum distribution from your inherited Roth IRA each year based on your life expectancy, calculated using the single life table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise

We will not be liable for any penalties or taxes related to your failure to take a required minimum distribution.

After your death your successor beneficiaries, if any, must continue with payments in accordance with the distribution method you had chosen, or must accelerate the payments.

9.10 Termination of Agreement, Resignation, or Removal of Custodian

– Either party may terminate this agreement at any time by giving written notice to the other. We can resign as custodian at any time effective 30 days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your inherited Roth IRA to another financial organization. If you do not complete a transfer of your inherited Roth IRA within 30 days from the date we send the notice to you, we have the right to transfer your inherited Roth IRA assets to a successor inherited Roth IRA trustee or custodian that we choose in our sole discretion, or we may pay your inherited Roth IRA to you in a single sum. We will not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this agreement is terminated, we may charge to your inherited Roth IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to one or more of the following.

- Any fees, expenses, or taxes chargeable against your inherited Roth IRA
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your inherited Roth IRA

We may establish a policy requiring distribution of the entire balance of your inherited Roth IRA to you in cash or property if the balance of your inherited Roth IRA drops below the minimum balance required under the applicable investment or policy established.

9.11 Successor Custodian – If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your inherited Roth IRA) is bought by another organization, that organization (or agency) will automatically become the trustee or custodian of your inherited Roth IRA, but only if it is the type of organization authorized to serve as a inherited Roth IRA trustee or custodian.

9.12 Amendments – We have the right to amend this agreement at any time. Any amendment we make to comply with the Code and related regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we send the amendment, you notify us in writing that you do not consent.

9.13 Withdrawals or Transfers – All requests for withdrawal or transfer will be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements.

9.14 Transfers From Other Plans – We can receive amounts transferred to this inherited Roth IRA from the trustee or custodian of another inherited Roth IRA. In addition, we can accept rollovers of eligible rollover distributions from inherited employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or rollover.

9.15 Liquidation of Assets – We have the right to liquidate assets in your inherited Roth IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your inherited Roth IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree to not hold us liable for any adverse consequences that result from our decision.

9.16 Valuation – The assets in your account shall be valued annually at the end of each calendar year, but we retain the right to value the assets in your account more frequently. We will value the investments of the account utilizing various third-party pricing sources and designated valuation agents. However, we do not guarantee the accuracy of prices obtained from these sources. The year end value of illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, and such other investments as we may designate, must be provided to us no later than the following January 10th by the asset's designated valuation agent or third party pricing source. If we do not receive a current market value by the following January 10th for such investment, we shall be entitled to use as that year end's fair market value the last fair market value provided to us, or if none, the original purchase price of the investment for all applicable tax reporting and year-end statement valuations. At any point after there has been a failure to provide us with a fair market value for a period exceeding 9 months after requested, we may distribute the investment at its last reported value to you, or after your death your beneficiary and shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution. Unless we have received written information to the contrary, promissory notes and privately offered corporate debt will have valuations reflected at the face value shown on the original note or debt instrument or if the note is such that it is subject to an amortization schedule, valuation may be shown at amortized value. We are not responsible for the timeliness or the accuracy of the fair market value for any investment, and shall have no responsibility or liability for acting on a fair market value so provided, or the last fair market value utilized if none is provided. If we are required to obtain a fair market value for an investment due to a court order or similar circumstance, we may obtain an appraisal from an independent third party, paying the cost for said appraisal from the liquid investments held in the

account, or in the alternative after having first received the cost of the appraisal from you or your beneficiary if liquid investments in the account are otherwise insufficient. You, and upon your death, your beneficiary agree to indemnify us and hold us harmless from and against all losses, expenses, settlements or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in the account.

- 9.17 **Restrictions on the Fund** – Neither you nor any successor beneficiary may sell, transfer, or pledge any interest in your inherited Roth IRA in any manner whatsoever, except as provided by law or this agreement.

The assets in your inherited Roth IRA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this agreement.

- 9.18 **What Law Applies** – This Agreement is subject to all applicable Federal and State laws and regulations. You agree that where state law applies, Kansas law will govern this instrument, any other instrument executed in connection with your account, and you, your agent and our respective rights and obligations hereunder or otherwise with respect to the account and assets. This document and any other document executed in connection with your account does not become effective until a signed copy has been received and accepted by us in the State of Kansas (the taking of action by us of any authorization will constitute our acceptance). We will have the right to refuse to accept and to not act upon, any instruction or direction given by you or your agent, provided that we promptly notify you or your agent of such election and refusal. You acknowledge and understand that all of our duties and undertakings will be carried out in the State of Kansas, and agree that any claims or disputes that arise in connection with your account or any assets or any transaction requested by you or your agent must be brought in arbitration as described in Section 9.21 below. If it is necessary to apply any State law to interpret and administer this Agreement, the law of Kansas will govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither party's failure to enforce at any time or for any period of time any of the provisions of this Agreement will be construed as a waiver of such provisions, nor a waiver of either party's right thereafter to enforce each and every provision.

- 9.19 **Indemnity of Custodian** – To the extent not prohibited by Federal or State law, you agree to indemnify, defend and hold us, our subsidiaries and affiliates (including officers, agents and employees) harmless against and from any and all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), arising in connection with this agreement, with respect to: any negligence or alleged negligence, whether passive or active, by us, our subsidiaries or affiliates (including officers, agents and employees); any breach or alleged breach, whether passive or active, by us, our subsidiaries or affiliates (including officers, agents and employees) of any responsibilities under this Agreement; any breach or alleged breach, whether passive or active, by a third party of responsibilities under this Agreement; or any claim arising out of the purchase, holding or sale of any investments in the Roth IRA, whether directed by you or any agent appointed by you. You further agree to pay for our defense and the defense of our subsidiaries and affiliates (including officers, agents and employees) by independent counsel of our choice against any such claims, demands, liabilities or costs referred to above.

You agree to indemnify, defend and hold us, our subsidiaries and affiliates (including officers, agents and employees) harmless against and from any and all payments or assessments which may result from holding any publicly-traded security or any nonstandard,

non-publicly traded or illiquid investment within the Roth IRA account, and further agree that we and our subsidiaries and affiliates (including officers, agents and employees) shall be under no obligation whatsoever to extend credit or otherwise disburse payment beyond the cash balance of your account for any payment or assessment related to such investment(s).

- 9.20 **Adverse Claims** – If we receive any claim to the assets held in the Roth IRA which is adverse to your interest or the interest of your beneficiary, and we in our absolute discretion decide that the claim is, or may be meritorious, we may withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, we may deposit all or any portion of the assets in the Roth IRA into the court through a motion of interpleader. Deposit with the court shall relieve us of any further obligation with respect to the assets deposited. We have the right to be reimbursed from the funds deposited for our legal fees and costs incurred.
- 9.21 **Inherited Roth IRA Not Guaranteed** – We do not guarantee the inherited Roth IRA from loss or depreciation. Our liability to make payment to you at any time and all times is limited to the available assets of the inherited Roth IRA.
- 9.22 **Arbitration of Claims** – *ARBITRATION OF DISPUTES*. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT ANY CONTROVERSY OR DISPUTE BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

Agreement to arbitrate. You and we agree that either you or we may, without the other's consent, require that any Claims between you and us be submitted to mandatory, binding arbitration except for certain matters excluded below. This arbitration provision is made pursuant to a transaction involving interstate commerce, and will be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1 et seq., and (to the extent State law is applicable), the State law governing this transaction.

Claims subject to Arbitration include, but are not limited to: Any controversy arising out of or relating to this Agreement or the breach thereof, or to the inherited Roth IRA or any transactions authorized by you and/or your agent.

Arbitration location, finality, procedures, waiver of jury trial, class action or any representative action. Arbitration will occur in Johnson County, Kansas according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties. The Parties are waiving their right to seek remedies in court, including the right to jury trial. Claims made as part of a class action or other representative action, and the arbitration of such Claims must proceed on an individual (non-class, non-representative) basis. If you or we require arbitration of a particular Claim, neither you, we, nor any other person may pursue the Claim in any litigation, whether as a class action, private attorney general action, other representative action or otherwise. Pre-arbitration discovery is generally more limited than and different from court proceedings. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions will nevertheless remain in force.

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code unless otherwise noted.

PURPOSE OF FORM

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

Do not file Form 5305-RA with the IRS. Instead, keep it with your records.

Unlike contributions to Traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after five years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the custodian must give the depositor, see Pub. 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, and Pub. 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*.

DEFINITIONS

Custodian – The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor – The depositor is the person who establishes the custodial account.

SPECIFIC INSTRUCTIONS

Article I – The depositor may be subject to a six percent tax on excess contributions if (1) contributions to other individual retirement arrangements of the depositor have been made for the same tax year, (2) the depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

Article V – This article describes how distributions will be made from the Roth IRA after the depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the depositor's intent. Under paragraph three of Article V, the depositor's spouse is treated as the owner of the Roth IRA upon the death of the depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary and not the owner, an overriding provision should be added to Article IX.

Article IX – Article IX and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR INHERITED ROTH IRA

You have the right to revoke your inherited Roth IRA within seven days of the receipt of the disclosure statement. If revoked, you are entitled to a full return of the contribution you made to your inherited Roth IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the custodian at the address listed on the application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your inherited Roth IRA, please call the custodian at the telephone number listed on the application.

REQUIREMENTS OF AN INHERITED ROTH IRA

- A. **Form of Contribution** – Your contribution must be either a rollover contribution from an eligible inherited employer-sponsored retirement plan or a transfer contribution from an inherited Roth IRA. Your rollover or transfer contribution may be in cash and/or property.
- B. **Contribution Restrictions** – You may not make regular contributions to your inherited Roth IRA.
- C. **Nonforfeitable** – Your interest in your inherited Roth IRA is nonforfeitable.
- D. **Eligible Custodians** – The custodian of your inherited Roth IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
- E. **Commingling Assets** – The assets of your inherited Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- F. **Life Insurance** – No portion of your inherited Roth IRA may be invested in life insurance contracts.
- G. **Collectibles** – You may not invest the assets of your inherited Roth IRA in collectibles (within the meaning of IRC Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum, or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as inherited Roth IRA investments.
- H. **Required Minimum Distributions** – You are required to take minimum distributions from your inherited Roth IRA at certain times in accordance with Treasury Regulation 1.408-8. The calculation of the required minimum distribution is based, in part, on determining the original owner's designated beneficiary. A designated beneficiary is determined based on the beneficiaries designated as of the date of the original owner's death, who remain beneficiaries as of September 30 of the year following the year of the original owner's death. Any payment elections you either made or defaulted to under an inherited retirement plan or Roth IRA generally carry over to this inherited Roth IRA. Below is a summary of the inherited Roth IRA distribution rules.
1. If you are the beneficiary of a deceased employer-sponsored retirement plan participant, and the original participant died
 - (a) on or after his or her required beginning date, distributions must be made to you over the longer of your single life expectancy, or the original participant's remaining life expectancy. If the original

participant's designated beneficiary was not an individual or qualified trust as defined in the Treasury Regulations, the original employer-sponsored retirement plan will be treated as having no designated beneficiary for purposes of determining the distribution period. If there is no designated beneficiary of the original employer-sponsored retirement plan, distributions will commence using the original participant's single life expectancy, reduced by one in each subsequent year, or

- (b) before his or her required beginning date, the entire amount remaining in the account will, at your election, either
 - (i) be distributed by December 31 of the year containing the fifth anniversary of the original participant's death, or
 - (ii) be distributed over your remaining single life expectancy.

As a designated beneficiary of the original participant, you must elect either option (i) or (ii) by December 31 of the year following the year of the original participant's death. If no election is made, the distribution will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of the original participant's death. If the original participant's designated beneficiary is not an individual or qualified trust as defined in the Treasury Regulations, the original retirement plan will be treated as having no designated beneficiaries for purposes of determining the distribution period. If there is no designated beneficiary of the original retirement plan, the entire inherited Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of the original participant's death.

If you have inherited a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan and have either elected or defaulted to payments under the five-year rule, you may change to a life expectancy payment election if, by December 31 of the year following the year of the original owner's death, you remove a life expectancy-based payment before rolling over the remaining assets to your inherited Roth IRA.

2. If you are the beneficiary of a deceased Roth IRA owner, the entire amount remaining in the inherited account will, at your election, either
 - (a) be distributed by December 31 of the year containing the fifth anniversary of the original Roth IRA owner's death, or
 - (b) be distributed over your remaining life expectancy.

If you are a spouse who is the sole designated beneficiary of a Roth IRA owner, you must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of the original owner's death, or December 31 of the year life expectancy payments would be required to begin. If you are a designated beneficiary of the original Roth IRA owner, other than a spouse who is the sole designated beneficiary, you must elect either option (a) or (b) by December 31 of the year following the year of the original Roth IRA owner's death. If no election is made, the distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of the original Roth IRA owner's death. If the original Roth IRA owner's designated beneficiary is not an individual or qualified trust as defined in the Treasury Regulations, the original Roth IRA will be treated as having

no designated beneficiaries for purposes of determining the distribution period. If there is no designated beneficiary of the original Roth IRA, the entire inherited Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of the original Roth IRA owner's death.

3. If you have elected to take life expectancy payments and fail to request your required minimum distribution by December 31, we reserve the right to do any one of the following.
 - (a) Make no distribution until you give us a proper withdrawal request
 - (b) Distribute your entire inherited Roth IRA to you in a single sum payment
 - (c) Determine your required minimum distribution each year based on your life expectancy calculated using the Single Life Expectancy Table, and pay those distributions to you until you direct otherwise

If you fail to remove a required minimum distribution, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. You must file IRS Form 5329 along with your income tax return to report and remit any additional taxes to the IRS.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN INHERITED ROTH IRA

- A. **Tax-Deferred Earnings** – The investment earnings of your inherited Roth IRA are not subject to federal income tax as they accumulate in your inherited Roth IRA. In addition, distributions of your inherited Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as described below.
- B. **Taxation of Distributions** – The taxation of inherited Roth IRA distributions depends on whether the distribution is a qualified distribution or a nonqualified distribution.
 1. **Qualified Distribution.** A qualified distribution is a distribution that is made after the expiration of a five-year period. Qualified distributions from your inherited Roth IRA are not included in your income.
 2. **Nonqualified Distribution.** If you have not satisfied the five-year period for a qualified distribution, any earnings you withdraw from your inherited Roth IRA will be included in your gross income. When you take a distribution from the inherited Roth IRA, the amounts the original owner contributed to a Roth IRA, Roth 401(k), Roth 403(b), or governmental Roth 457(b) as Roth elective deferrals or Roth IRA contributions, will be deemed to be removed first, followed by conversion and employer-sponsored retirement plan rollover contributions the original owner made to a Roth IRA on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of the regular contributions, conversion, and employer-sponsored retirement plan rollovers. These “ordering rules” are complex. If you have any questions regarding the taxation of distributions from your inherited Roth IRA, see a competent tax advisor.
- C. **Income Tax Withholding** – Any nonqualified withdrawal of earnings from your inherited Roth IRA may be subject to federal income tax withholding. You may, however, elect not to have withholding apply to your inherited Roth IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.
- D. **Early Distribution Penalty Tax** – No 10 percent early distribution penalty tax will apply to the inherited Roth IRA distribution because the distribution is due to the death of the original owner.

E. **Rollovers and Transfers** – Your inherited Roth IRA may receive multiple rollover contributions from inherited qualified retirement plans, 403(a) annuity plans, 403(b) tax-sheltered annuity plans, or 457(b) governmental deferred compensation plans, or multiple transfers from inherited Roth IRAs. In order to combine these inherited retirement assets in the same inherited Roth IRA, you must have inherited the assets from the same owner and they must have been subject to the same beneficiary payment elections and calculation methods as under the receiving inherited Roth IRA. Rollover is a term used to describe a direct movement of cash or other property to your inherited Roth IRA from an eligible retirement plan that you have inherited as an eligible beneficiary. The rollover and transfer rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or transfer, please see a competent tax advisor.

1. **Roth IRA-to-Inherited Roth IRA Transfers.** Assets you have inherited from a deceased Roth IRA owner may be directly transferred to an inherited Roth IRA.
2. **Rollovers from 401(k) or 403(b) Plans Containing Roth Elective Deferrals to an Inherited Roth IRA.** If you are a nonspouse or qualified trust beneficiary of a deceased 401(k), 403(b), or governmental 457(b) plan participant who had made Roth elective deferrals to the plan, you may directly roll over the Roth elective deferrals, and their earnings, to an inherited Roth IRA. As a spouse beneficiary, you may either directly or indirectly roll over assets from an eligible inherited employer-sponsored retirement plan to an inherited Roth IRA. Regardless of the method of rollover, the Roth IRA must be maintained as an inherited Roth IRA, subject to the beneficiary distribution requirements. Roth elective deferrals may not be rolled over to an inherited Traditional IRA.
3. **Rollovers from Eligible Retirement Plans Without Roth Elective Deferrals to an Inherited Roth IRA.** If you are a nonspouse or qualified trust beneficiary of a deceased employer-sponsored retirement plan participant, you may directly roll over any inherited assets eligible for rollover from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan to an inherited Roth IRA. As a spouse beneficiary, you may either directly or indirectly roll over assets from an eligible inherited employer-sponsored retirement plan to an inherited Roth IRA. The amount of the rollover from the retirement plan will be treated as a distribution for income tax purposes, and is includible in your gross income (except for any after-tax contributions). Although the rollover amount generally is included in income, the 10 percent early distribution penalty tax will not apply to rollovers from an eligible retirement plan to an inherited Roth IRA.
4. **Written Election.** At the time you make a rollover to an inherited Roth IRA, you must designate in writing to the custodian your election to treat that contribution as a rollover. Once made, the election is irrevocable.

LIMITATIONS AND RESTRICTIONS

- A. **Gift Tax** – Transfers of your inherited Roth IRA assets to a successor beneficiary made during your life and at your request may be subject to federal gift tax under IRC Sec. 2501.
- B. **Special Tax Treatment** – Capital gains treatment and 10-year income averaging authorized by IRC Sec. 402 do not apply to inherited Roth IRA distributions.
- C. **Prohibited Transactions** – If you or any successor beneficiary engage in a prohibited transaction with your inherited Roth IRA, as described in IRC Sec. 4975, your inherited Roth IRA will lose its tax-deferred or tax-exempt status, and you generally must include the value of the earnings in your account in your gross income for that taxable year.

The following transactions are examples of prohibited transactions with your inherited Roth IRA. (1) Taking a loan from your inherited Roth IRA (2) Buying property for personal use (present or future) with inherited Roth IRA assets (3) Receiving certain bonuses or premiums because of your inherited Roth IRA.

- D. **Pledging** – If you pledge any portion of your inherited Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution and may be included in your gross income for that year.

OTHER

- A. **IRS Plan Approval** – Articles I through VIII of the agreement used to establish this inherited Roth IRA have been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- B. **Additional Information** – You may obtain further information on Roth IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, or Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or by visiting www.irs.gov on the Internet.
- C. **Important Information About Procedures for Opening a New Account** – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open an inherited Roth IRA, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.
- D. **Qualified Charitable Distributions** – If you are age 70½ or older, you may take tax-free inherited Roth IRA distributions of up to \$100,000 per year and have these distributions paid directly to certain charitable organizations. Special tax rules may apply. For further detailed information you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov.

FINANCIAL DISCLOSURE

GROWTH IN THE VALUE OF YOUR IRA

The assets in your IRA account will be invested only in accordance with your (or your duly authorized agent's) direction. Mainstar Trust does not offer investment advice or recommend or evaluate the merits or suitability of any investment. The assets in the IRA account at any given time may contain one or more assets depending upon which investments you have selected. It is therefore impossible to estimate the value of the IRA assets in the account at any given future point in time. Growth in the value of the IRA account is neither guaranteed nor projected. The value will be computed by totaling the reported fair market value of the assets in your account.

CUSTODIAN FEES

Mainstar Trust, as Custodian, may charge reasonable fees or compensation for its services and may deduct all reasonable expenses incurred by it in the administration of your IRA account, including any legal, accounting, distribution, transfer, termination or other designated fees. Such charges are detailed in the separate Fee Disclosure.

FINANCIAL PRIVACY

NOTICE OF FINANCIAL PRIVACY

You have chosen to do business with Mainstar Trust and we are obligated to honor that relationship with great care, beginning with the information you have chosen to share with us. We believe that your privacy should not be compromised. At the same time, we want to offer you the services you need to accomplish your financial goals. We believe we can do both through the privacy policy outlined below. Mainstar Trust believes that the confidentiality and protection of customer information is one of our fundamental responsibilities. And while information is critical to providing quality service, we recognize that one of our most important assets is our customers' trust. Thus, the safekeeping of customer information is a priority for us.

INFORMATION THAT WE COLLECT

Information about consumers is accumulated from a variety of sources. Some information is provided to us directly by customers themselves. We develop other data as a function of providing a product or service to a customer. Still other information is obtained from outside sources. We will limit the use and collection of information about our customers to that which is necessary to administer our business and provide superior service. This means that we will use information to help us identify and mitigate potential risks or loss to Mainstar Trust only in accordance with the principles set out in this policy.

HOW WE PROTECT YOUR INFORMATION

Mainstar Trust has established procedures to ensure that your financial information is accurate, current, and complete, in keeping with reasonable commercial standards. We also pledge to respond to requests to correct inaccurate information in a timely manner. Each Mainstar Trust employee is required to follow our "Code of Conduct," which states that all customer information is considered private and privileged and is to be used solely for the purpose of providing the finest service available. We restrict access to customer information to our employees who need access to provide services to our customers. Mainstar Trust is committed to the security of your financial and personal information. All of our operational and data processing systems are in a secure environment thereby protecting your account information from being accessed by third parties. We maintain and grant access to customer information only in accordance with our internal security standards.

WHAT INFORMATION WE DISCLOSE

We may disclose certain customer information to third parties that work for us or assist us in providing services to our customers (for example: Proxy Mailing Service). We do not reveal specific information about your accounts or other personally identifiable data to parties outside our affiliated companies for their independent use unless: 1) you request or authorize it; 2) the information is provided to help complete a transaction initiated by you; 3) the information is provided to a reputable credit bureau or similar information reporting agency; or 4) the disclosure otherwise is lawfully permitted or required. We do not provide account or personal information to non-affiliated companies for the purpose of independent telemarketing or direct mail marketing of any products or services.

HOW TO CONTACT US

At Mainstar Trust, we value our customer relationships. We want you to understand how we use the information you provide and our commitment to ensuring your personal privacy. If you have any questions about how Mainstar Trust protects your confidential information, please call us at 1-800-521-9897.