

**EMPLOYEE BENEFIT PLAN (IDA)  
CUSTODY AGREEMENT**

Forward To: 214 W. 9<sup>th</sup> Street  
PO Box 420  
Onaga, KS 66521-0420  
P) 800.521.9897  
F) 913.901.4190  
Customerservice@mainstartrust.com

Please Print or Type

**EMPLOYEE BENEFIT PLAN DETAILS**

NAME OF PLAN	PLAN TAX ID	PLAN TRUSTEE
TRUSTEE CONTACT NAME AND ADDRESS	TRUSTEE PHONE NUMBER	
	TRUSTEE EMAIL ADDRESS	

**STATEMENT OPTION – TRUSTEE**

Quarterly Electronic Statement    Annual Paper Statement    Quarterly Paper Statement    Monthly Paper Statement

If no box is marked, the electronic statement option will be used until you give further direction to the Custodian. Additional fees will be assessed for paper statements. Please refer to the Fee Disclosure for a list of all applicable fees.

**IDA ACCOUNTHOLDER (PARTICIPANT) INFORMATION**

ACCOUNTHOLDER NAME AND ADDRESS	SSN	DATE OF BIRTH	HOME PHONE NUMBER
	BUSINESS PHONE NUMBER	FAX NUMBER	
EMAIL ADDRESS	IDA NUMBER (internal use only)		

**STATEMENT OPTION – ACCOUNTHOLDER**

Quarterly Electronic Statement    Annual Paper Statement    Quarterly Paper Statement    Monthly Paper Statement

If no box is marked, the electronic statement option will be used until you give further direction to the Custodian. Additional fees will be assessed for paper statements. Please refer to the Fee Disclosure for a list of all applicable fees.

**INVOICE OPTION   If no option is marked, we will charge your Custodial Account**

Charge Account (default)    Bill Trustee    Bill Me    ACH – Debit Checking or Savings Account  
*If no box is marked, your account will be charged.*

**REQUIRED**

One time setup fee and annual account fee to be included with Agreement.

*Make check payable to Mainstar Trust.*

**SIGNATURES**

**Important: Please read before signing**

I have received a copy of and understand that the terms of this Custodial account are held within the Employee Benefit Plan Custody Account Agreement, Summary of Accountholder Responsibilities, and Fee Disclosure ("Documents"). I understand that the terms and conditions which apply to this Employee Benefit Plan Custody Account are contained in the "Documents". I agree to be bound by those terms and conditions.

I recognize that the products purchased and/or held within my Employee Benefit Plan Custody Account are:

- Not insured by the FDIC
- Not a deposit or other obligation of, or guaranteed by, Mainstar Trust
- Subject to investment risks, including possible loss of the principal amount invested

\_\_\_\_\_  
Accountholder Signature                      Date

\_\_\_\_\_  
Custodian Signature                              Date

\_\_\_\_\_  
Trustee Signature                                      Date

Provide Corporation Resolution  
of the authorized signature.

# EMPLOYEE BENEFIT PLAN IDA CUSTODY ACCOUNT AGREEMENT

Terms and conditions of this IDA are listed below.

The IDA Account Holder, Trustee and the Custodian make the following agreement:

1. **Definitions:** In this Agreement the words “you” and “your” mean the IDA Account Holder; a participant of an Employee Benefit Plan managing his or her plan account under an Individually Directed Account (“IDA”) Agreement. Trustee refers to the trustee of the IDA Account Holder’s specific Employee Benefit Plan to which the assets comprising this IDA belong. The words “we”, “us”, and “our” mean the Custodian. The term “Account Representative” means any individual to whom you or the Trustee may delegate investment responsibilities by completing and signing the Employee Benefit Plan IDA Trading Authorization Form. The Trustee has delivered or will soon deliver to Custodian the assets listed in the attached schedule. The assets listed in the Schedule and other assets, which may be delivered to and accepted by the Custodian under this Agreement, are hereinafter called the “IDA.”
2. **Responsibility of Custodian:** We will report at least annually to you and the Trustee all transactions occurring during that period, and provide a list of assets held. We nor our officers, directors, or employees will be liable to you or the Trustee for any loss arising out of any investment made or retained. We will be responsible for the safekeeping of the securities in the IDA in a commercially reasonable manner. We will not be liable for any act or failure to act on the part of you, the Trustee, or any Account Representative to effect a transaction from the IDA or for the solvency of any Account Representative you or the Trustee may engage.
3. **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, the Trustee or any Account Representatives give us, and any actions you, the Trustee or Account Representatives 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, the Trustee or Account Representatives, and that we need only obtain those documents specified by you, the Trustee or Account Representatives in any authorization (i.e. purchase or sale authorization). We shall 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 or the Trustee must inform us in writing if you believe any information on the report/statement is incorrect within 30 days after the report or statement is sent. If you or the Trustee does not so inform us, then we shall be relieved from all liability regarding the status of your IDA as stated in the report/statement.

We shall not be responsible for losses of any kind that may result from directions received from you, the Trustee or Account Representatives, nor for 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 IDA.

4. **Investment of Amounts in the IDA.**
  - A. **Direction of Investment** – You acknowledge that it is your responsibility (either directly or through your Account Representatives) to direct the investment of your IDA assets and that we, acting as custodian of your IDA, 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 the IDA. Certain types of investments may pose unacceptable administrative burdens to us, and therefore, we reserve the right to refuse such investments into the IDA. 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 our 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 refuse an asset should in no way be construed as a determination concerning the prudence or suitability of the investment for your IDA. 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 IDA. Our review of any asset you desire to purchase and hold in the IDA 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 the Trustee agree to indemnify and hold us harmless from and against all losses, expenses, settlement payments, or judgements incurred by, or entered against us as the result of any threatened or asserted claim that pertains in any way to: 1. Our activities with you; 2. Your investments; and/or 3. 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 Account Representative including but not limited to fraud, forgery or any other illegal act engaged in by Account Representative, or other agent retained by you.

You and the Trustee 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 related to, any action requested or directed by you, the Trustee or your Account Representatives.

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 (defined as any cash in your Account not invested pursuant to a specific investment direction by you, the Accountholder) 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 IDA must be in writing from either you, the Trustee or your Account Representative. In the event that we receive written investment directions from either you, the Trustee or your Account 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, pdf and fax copies of requests from you or your Account Representatives. 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. We 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 we 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, we are not providing legal or tax services or advice with respect to the investment and you absolve and indemnify us 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 us, the IDA, or you. Furthermore, you authorize and direct us to execute and deliver, on behalf your IDA, any and all documents delivered to us in connection with such investment; and we shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with the 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.

- B. **Our Investment Powers and Duties** – We shall have no discretion to direct any investment in your IDA. We assume no responsibility for rendering investment advice with respect to your IDA, 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 IDA. We shall exercise the voting rights and other shareholder rights with respect to securities in your IDA only in accordance with the instructions you give to us.

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 the Account Representatives aware of the receipt or non-receipt of any funds payable to your IDA with respect to any assets in such IDA (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 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 proceeding, or other litigation to which we or the IDA 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 IDA 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 investment responsibility for your IDA to another party 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 Representatives in connection with any sale or purchase on behalf of your IDA, including but not limited to representations with regard to suitability requirements.

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

**PURCHASE AND SALE OF SECURITIES.** We will place orders for the purchase or sale of securities for the IDA in accordance with your directions or those of your Account Representative. No purchase orders will be placed unless the necessary funds are in your IDA, and no sale orders will be placed unless the securities to be sold are held in your IDA and are in deliverable form. We are authorized to charge the IDA with the cost of all securities purchased and to credit the IDA with proceeds of securities sold. YOU AND TRUSTEE RECOGNIZE THAT THE ASSETS PURCHASED AND/OR HELD IN THIS IDA ARE: NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF OR GUARANTEED BY MAINSTAR TRUST; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

**RIGHTS INCIDENT TO THE OWNERSHIP OF SECURITIES.** We may exercise, but will be under no obligation to exercise, voting rights incident to any securities held in our name or nominee name in accordance with the written instructions received from you, the Trustee or your Account Representatives with respect to voting as to particular issues.

5. **Termination:** 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 mail written notice of our resignation to you and the Trustee. Upon receipt of that notice, you and the Trustee must make arrangements to transfer your IDA to another custodian. If you do not complete a transfer of your IDA within 30 days from the date we mail the notice to you, we have the right to transfer your IDA assets to a successor custodian that we choose in our sole discretion or we may pay your IDA to you in a single sum. We shall not be liable for any actions or failures to act neither on the part of any successor 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 hold back from your IDA a reasonable amount of money that we believe is necessary to cover any one or more of the following:

- Any fees, expenses or taxes chargeable against your IDA; and
- Any penalties associated with the early withdrawal of any savings instrument or other investment in your IDA.

If our organization is merged with another organization (or comes under the control of any Federal or State agency) or if our entire organization (or any portion which includes your IDA) is bought by another organization, that organization (or agency) shall automatically become the custodian of your IDA, but only if it is the type of organization authorized to serve as an IDA or custodian.

6. **Notices and Change of Address:** Any required notice regarding this IDA will be considered effective when we mail it to the last address of the intended recipient which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You must notify us of any changes of address.
7. **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 IDA. 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 IDA. 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 IDA 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 IDA will be charged to your IDA. You cannot reimburse your IDA for these commissions or any Service Fees paid from your IDA. .

Fees are billed quarterly and will be automatically deducted from available cash or charged 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 IDA 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 IDA are fully paid. Additionally we may liquidate assets from the IDA, 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 IDA and held as Undirected Cash.

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 IDA. Any asset distributed shall be delivered directly to the Trustee. IDAs with past due fees, unfunded IDAs and IDAs 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 IDA or we resign as custodian. You will be liable for all past due fees, re-registration fees, late fees and IDA 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 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.

8. **Amendments:** We have the right to amend this Agreement at any time. You will be deemed to have consented to any amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
9. **Withdrawals:** All requests for withdrawal shall be in writing by the Trustee, on a form provided by or acceptable to us. The method of distributions must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution.
10. **Transfers From Other Plans:** We can receive cash and/or assets transferred to this IDA from the custodian or trustee of another retirement plan upon the approval of the Trustee. We reserve the right not to accept any transfer or direct rollover.

We shall not be liable for the actions or inactions of any prior custodian or other service provider that may have occurred before the transfer of the IDA assets to us.

11. **Liquidation of Assets:** We have the right to liquidate assets in your IDA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against your IDA. If you fail to direct us as to which assets to liquidate, we will decide in our complete and sole discretion and you agree not to hold us liable for any adverse consequences that result from our decision. We may establish a reasonable reserve from the assets of the IDA with which to pay our compensation or expenses of administration.
12. **Valuation of Assets:** The assets in your IDA shall be valued annually at the end of each calendar year, but we retain the right to value the assets in your IDA more frequently. We will value the investments of the IDA utilizing various third-party pricing sources and designated valuation agents. However, we do not guarantee the accuracy of prices obtained from these sources. Ultimate responsibility for valuing assets rests with you and/or the trustee and we will not pursue values of difficult to price assets where such valuation would cause us to incur extraordinary effort or expense. 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 10<sup>th</sup> 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 10<sup>th</sup> 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 the Trustee, and we 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 IDA. You and the Trustee 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 IDA.

13. **Restrictions On The Fund:** You may not sell, transfer or pledge any interest in your IDA in any manner whatsoever, except as provided by law or this Agreement.
14. **What Laws Apply:** This Agreement is subject to all applicable Federal and State laws and regulations. You agree that where state law applies, Kansas law shall govern this instrument, any other instrument executed in connection with your IDA, and you, the Account Representative and our respective rights and obligations hereunder or otherwise with respect to the IDA and assets. This document and any document executed in connection with your IDA 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 shall constitute our acceptance). We shall have the right to refuse to accept, and to not act upon, any instruction or direction given by you or the Account Representative, provided that we promptly notify you or the Account Representative 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 IDA or any assets or any transaction requested by you or the Account Representative must be brought in courts situated in the State of Kansas. If it is necessary to apply any State law to interpret and administer this Agreement, the law of our domicile shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

15. **Indemnity of Custodian:** To the extent not prohibited by Federal or State law, you and the Trustee 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 IDA, 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 IDA, 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 IDA for any payment or assessment related to such investment(s).

16. **Adverse Claims:** If we receive any claim to the assets held in the IDA which is adverse to your interest or the interest of the Trustee, 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 IDA 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.
17. **Account Not Guaranteed:** We do not guarantee the IDA 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 IDA.
18. **Arbitration of Claims:** Any controversy arising out of or relating to this Agreement or the breach thereof, or to the IDA or any transactions authorized by you and/or your agent, shall be settled by arbitration 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. The pre-arbitration discovery is generally more limited than and different from court proceedings.

## 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.