

AUTO ROLLOVER IRA GUIDE

OVERVIEW

IMPORTANT: Auto-Rollover IRAs are used by Plan Sponsors to establish IRAs on behalf of terminated employees or upon Plan termination. This often occurs when terminated employees fail to respond to distribution notices Provided.

AUTOMATIC ROLLOVERS OF FORCED DISTRIBUTIONS

When an employee is terminated from a plan, either through separation from service or because the plan itself was terminated, employers/plan sponsors must send terminated employees with vested balances a distribution package outlining the participant's options. When participants do not provide instructions for their accounts, the employer must take action, based on the provisions of their plan document.

Before the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), employers could, in the absence of instructions from the participant, distribute vested balances of less than \$7,000 in a lump sum check. However, to preserve a participant's retirement savings, EGTRRA required that lump sum checks be used only for account balances of less than \$1,000, and that account balances between \$1,000 and \$7,000 be rolled over to an IRA, unless the plan document allowed for those balances to remain in the plan.

So, if the participant with a vested account balance between \$1,000 and \$7,000 does not provide instructions either to take a lump-sum distribution or to rollover the account balance into another eligible plan or an IRA of their own choosing, and the plan document does not allow these balances to remain in the plan, the plan sponsor must force out these distributions into an individual retirement account (IRA) selected by the plan sponsor. These IRAs are known as Auto-Rollover IRAs.

Aspire Financial Services (Aspire) has the expertise, knowledge, and technology to establish Auto-Rollover IRAs in a simple effective manner. We have developed a process through years of experience that is beneficial to Plan Administrators, Sponsors, and Participants.

Highlights of Aspire's Auto-Rollover IRA program:

- Department of Labor Safe Harbor Compliant.
- Adheres to Department of Labor Participant Notification Regulations.
- Eliminates Plan Sponsor expenses – all fees charged to participants' accounts.
- Limits Plan Trustee exposure to fiduciary risk.
- Registers the non-responsive participant with the National Registry of Unclaimed Retirement Benefits.
- Protects the qualified status of non-responsive terminated participants' retirement accounts.
- Services the non-responsive participant when they contact Aspire.

Review all the following statements

(Available at <https://www.pcsretirement.com/aspire>, under the Forms & Documents Library IRA Sections)

- Traditional and SEP IRA Custodial Agreement
- Traditional and SEP IRA Disclosure Statement
- Traditional and SEP IRA Financial Disclosure
- Roth Individual Retirement Custodial Account Agreement
- Roth IRA Disclosure Statement
- Roth IRA Financial Disclosure

Upload completed form through the Form Submission Tool at www.pcsretirement.com/aspire/tools/forms-submission-tool.
Maintain a copy for your records. **Questions?** Call Client Services at 866.634.5873, M-F, 8am – 8pm ET.

PLAN LEVEL PREPARATION [ACTION ITEMS]

plan sponsor should contact its service provider, third party administrator (“TPA”), attorney or accountant for help in determining how the law impacts the plan and for assistance with any needed documents.

STEP 1 Review/Amend Plan Document

The plan sponsor reviews the plan document and works with the service provider, TPA, attorney or account to amend the plan document, if needed. Acceptable plan design alternatives include:

- A. Force out vested account balances of \$1,000 to \$7,000 to an IRA. All forced distributions will go to an IRA
- B. Force out vested account balances of \$1,000 to \$7,000. If between \$1,000 and \$7,000, the vested account balance is forced to an IRA. If less than \$1,000, the vested account balance is forced out in lump sum form (i.e., issue a check)
- C. Limit the force-out of vested account balances to “less than \$1,000” in lump sum form only (i.e., issue a check). Accounts with balances greater than \$1,000 stay in the plan. An IRA is not required.
- D. Eliminate all forced distributions from the plan.

If the plan sponsor selects option A or B above, the plan sponsor must select an Auto-Rollover IRA provider.

STEP 2 Establish Aspire as Auto-Rollover Provider

The plan sponsor reviews the “Automatic Rollover IRA Agreement” included in this Auto-Rollover Plan Services Guide. Then:

- Plan sponsor signs the “Automatic Rollover IRA Agreement,” keeps the original for its files and sends a copy to Aspire.
- The plan sponsor distributes either a Summary Plan Description (“SPD”) or a Summary Material Modification (“SMM”) informing all of the participants in the plan who have account balances about the plan’s automatic rollover/forced distribution provisions.

PARTICIPANT TERMINATION [ACTION ITEMS]

The following steps are based on the assumption that the Aspire Auto-Rollover IRA will be used for forced distributions from the Plan.

STEP 1 Participant Termination

The participant terminates, either through separation from service or because the plan is terminated. The plan sponsor or third party administrator sends the participant the distribution information which has been updated to include the revised Auto-Rollover information.

The participant does not respond with an election to rollover the account balance to an IRA or to another eligible retirement plan, or elect to receive cash in the designated time frame. The plan sponsor determines that it is necessary to proceed with a forced Auto-Rollover IRA.

STEP 2 Auto-Rollover Forms

The plan sponsor completes and signs the “Employer-Directed IRA Form” included in this guide. Working with the Plan’s service provider and Third Party Administrator (if applicable), the plan sponsor completes the authorization steps to distribute the participant account balance to an Aspire Auto-Rollover IRA.

Simple, easy steps for managing your Plan’s Auto-Rollover IRA.

Upload completed form through the Form Submission Tool at www.pcsretirement.com/aspire/tools/forms-submission-tool. Maintain a copy for your records. **Questions?** Call Client Services at 866.634.5873, M-F, 8am – 8pm ET.

AUTOMATIC ROLLOVER [IRA AGREEMENT]

Automatic rollover of terminated participants

AGREEMENT BETWEEN PLAN FIDUCIARY AND IRA PROVIDER

By this Automatic Rollover IRA Agreement ("Agreement"): _____ ("Fiduciary"), as fiduciary of the _____ ("Plan") and Aspire Financial Services, LLC, as IRA provider ("Provider"), hereby agree as follows:

1. Rollover of plan distribution. Fiduciary, by direct rollover from the Plan, will distribute to Provider the interest of participants in the Plan under the automatic rollover provisions of section 401(a)(31)(B) of the Internal Revenue Code or, pursuant to the safe harbor for distributions from terminated individual account plans as provided for by 29 CFR 2550.404a-3.
2. Establishment of IRA. Provider will establish rollover Individual Retirement Accounts ("IRAs"), to hold such amounts in the name of each participant. Fiduciary authorizes Provider to act as the agent of Fiduciary, the Plan, and/or the Plan's sponsor to register each participant named on an Employer-Directed IRA Form with the National Registry of Unclaimed Retirement Benefits.
3. Investment of funds. Provider will invest each rollover IRA in an investment product offered by a regulated financial institution which is designed to preserve principal and to provide a reasonable rate of return. The goal of the investment product shall be to maintain, over the term of the investment, the dollar value equal to the amount invested by the rollover IRA.
4. Duties and Liabilities of the Parties. The Fiduciary will furnish the Provider with all information as the Provider deems necessary from time to time to establish and/or maintain each IRA, including the information requested on the Employer-Directed IRA Form. Such information will include the Plan participant's name, social security number, date of birth, and current mailing address. The Fiduciary's liability with respect to the amounts rolled over to an IRA will be determined by applicable law and DOL regulations. The Provider will rely on the accuracy of all information, including Plan participant information, provided by the Plan Fiduciary and has no obligation to verify such information. The Provider will administer each IRA in accordance with the information provided by the Plan Fiduciary and the terms of the IRA, as they may be amended from time to time. Nothing in this Agreement will make the Provider or its agents/affiliates a fiduciary with respect to the Plan.
5. Comparable fees and expenses. All fees and expenses with respect to each IRA (e.g., establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses Provider charges for comparable IRAs established for reasons other than the receipt of an automatic rollover distribution. These fees include an annual account maintenance fee of \$40 and a 0.15% custody/administration fee on the value of the account. These fees will be collected pro rata on a regular billing cycle. Transaction fees may apply to the account, such as a Transfer-out Fee of \$75, or a Distribution Fee of \$75. Recurring scheduled distributions are \$10 per occurrence after the initial base fee of \$75. Additional fees may apply for additional requested services such as stop payments and reissuance of tax forms. Fees may change upon notice from Aspire.
6. Enforceability by Participants. Participants shall have the right to enforce the terms of this Agreement against Provider with regard to the account balance that is the subject of this Agreement.
7. Indemnification. The Fiduciary agrees to hold harmless, indemnify and to defend the Provider (and its agents/affiliates and their respective employees, directors, officers, and representatives) from and against any and all actions or claims arising from, and liabilities and losses incurred by reason of the Fiduciary's direction, action/inaction, breach of this Agreement or the terms of the Plan, failure to satisfy the conditions of the DOL safe-harbor regulations, or failure to provide accurate and complete information regarding the participant or mandatory distribution.

Upload completed form through the Form Submission Tool at www.pcsretirement.com/aspire/tools/forms-submission-tool. Maintain a copy for your records. **Questions?** Call Client Services at 866.634.5873, M-F, 8am – 8pm ET.

8. Termination. This Agreement may be terminated at any time by either party by providing written notice of intent to terminate to the other party—provided that the termination of this Agreement will have no effect on any IRA established under this Agreement, except to the extent necessary for this Agreement to comply with the DOL safe-harbor regulations.
9. Entire Agreement. This Agreement (including applicable Employer-Directed IRA Form(s), the Aspire IRA Terms and Conditions, the Traditional and SEP IRA Individual Retirement Custodial Account Agreement, the Traditional and the SEP IRA Disclosure Statement, the IRA Financial Disclosure for Automatic Rollover IRAs, the Roth Individual Retirement Custodial Account Agreement, the Roth IRA Disclosure Statement, and the IRA Financial Disclosure for Roth IRAs, each of which is incorporated by reference into this Agreement) sets forth the entire agreement and understanding between Provider and Fiduciary with regard to the subject matter thereof and supersedes all prior agreements, written or oral. Provider may modify this Agreement from time to time by providing written notice to Fiduciary (and to the Participant(s), if applicable). Otherwise, this Agreement or any portion thereof, may not be waived, altered, or modified except by written agreement signed by Fiduciary and Provider.

By signing below the Fiduciary and Provider agree to be bound by the terms of this Agreement. This Agreement is effective as of the date it is signed by the Fiduciary and accepted by the Provider.

ACCEPTED AND AGREED TO BY THE FIDUCIARY:

Plan Sponsor/Fiduciary

Authorized Person Name

Title

Authorized Person Signature

Date (mm/dd/yyyy)

ACCEPTED AND AGREED TO BY THE PROVIDER:

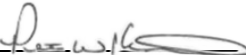
Aspire Financial Services, LLC

Pete Kirtland

Authorized Person Name

Head of Corporate Business Development

Title



Authorized Person Signature

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EMPLOYER-DIRECTED IRA FORM

For Employer-Directed Rollovers from Qualified Plans Only

By signing below, Fiduciary represents and warrants that:

1. He or she is a fiduciary for the Plan listed below and has the authority to direct the rollover of assets from the Plan as described in this
2. Employer-Directed IRA Form;
3. The participant named below has experienced a termination of employment and/or the Plan named below is being terminated;
4. The participant named below has been furnished written notice of the consequences for failure to make an election at least thirty (30) days, but no more than ninety (90) days prior to the establishment of the Account and has failed to make an affirmative election to distribute or roll over the participant's benefit in the Plan;
5. The investment option for the assets to be rolled over into is "Guaranteed Fixed Interest Fund R – AdvisorTrust".
6. Fiduciary instructs Aspire Financial Services, LLC to establish an IRA for the benefit of the participant named below for the purposes of accepting assets from a forced distribution from the Plan named below.

STEP 1 EMPLOYER/PLAN SPONSOR INFORMATION

Plan Name (Required)

Employer/Plan Sponsor Name

Employer Contact Person

Email Address

Phone Number

Fax Number

Employer Address

City

State

Zip

STEP 2 PARTICIPANT INFORMATION

IRA Account Type: Traditional Roth

(If both a Traditional IRA and a Roth IRA is needed for this participant, please check both boxes.)

First Name

Last Name

M.I.

Date of Birth (mm/dd/yyyy)

%

Social Security Number (xxx-xx-xxxx)

Date of Hire (mm/dd/yyyy)

Years of Service

Vested Percentage

Home/Legal Street Address (P.O. Boxes **not** accepted)

City

State

Zip

Mailing Address (P.O. Boxes accepted)

City

State

Zip

Telephone Number

Email Address

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STEP 3 AUTHORIZATION AND SIGNATURE

By law, the beneficiary of the account will be the estate of the Account Holder by default until such time that the Account Holder designates a beneficiary. This IRA will be established on behalf of the terminated participant. All rollover dollars will be invested in the "Guaranteed Fixed Interest Fund R – AdvisorTrust" provided by a regulated financial institution, within a custodial account.

Fiduciary Name

Title

Authorized Person Signature

Date (mm/dd/yyyy)

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Aspire IRA Terms & Conditions

Definitions

Except where expressly defined otherwise, the following capitalized terms will have the following meanings:

- **Account:** the IRA(s) established through the execution of the IRA Account Application and Agreement (or, in the case of an Auto-Rollover IRA, established through the execution of the Automatic Rollover IRA Agreement and Employer-Directed IRA Form).
- **Account Holder:** the person for whose benefit the Account is established through execution of the IRA Account Application and Agreement (or, in the case of an Auto-Rollover IRA, established through the execution of the Automatic Rollover IRA Agreement and Employer-Directed IRA Form).
- **Aspire:** Aspire Financial Services, LLC.
- **Auto-Rollover IRA:** an IRA account established by a fiduciary of an employer-sponsored retirement plan for the benefit of a participant in the employer-sponsored plan for the purpose of receiving a rollover distribution from the participant's employer-sponsored plan account.
- **Fees:** all amounts charged by Aspire and other service providers with regard to services related to the Account.
- **Incorporating Agreement:** the document that incorporates and makes these Aspire IRA Terms and Conditions a part of that document by reference. In the case of an Auto-Rollover IRA, the Incorporating Agreement is typically the Automatic Rollover IRA Agreement, and in the case of other IRAs, the Incorporating Agreement is typically the IRA Account Application and Agreement. Any reference in these Aspire IRA Terms and Conditions to the Incorporating Agreement is a reference to the entire Incorporating Agreement (including any documents incorporated into the Incorporating Agreement by reference).
- **Losses:** all losses, including but not limited to claims, damages, actions, demands, investment losses, costs, charges, attorneys' fees, other fees, and expenses.

Effective Date

The terms of the Incorporating Agreement shall become effective with regard to Account Holder when Aspire takes any action to provide recordkeeping services for the Account.

True and Correct Information

Account Holder (or Fiduciary in the case of an Auto-Rollover IRA) represents and warrants that all information he/she provides to Aspire, whether in the IRA Account Application and Agreement, on any other form or document related to the Account, or in any other method, is true and correct to the best of his/her knowledge and agrees to promptly notify Aspire of any changes to the information provided. Account Holder authorizes Aspire to use the information provided to inquire and verify information about Account Holder regarding the identity and/ or creditworthiness of Account Holder as Aspire deems necessary and as permitted and/or required by law.

Aspire is authorized to release, upon a request from the issuer of an investment option in the Account, in accordance with applicable rules and regulations, Account Holder's name and necessary information to the investment option issuer so that Account Holder might receive important information about the investment option and/or its issuer.

Account Monitoring

Account Holder is solely and exclusively responsible for reviewing all information related to the Account, and promptly reporting to Aspire any errors in information related to the Account. Information related to the Account will include, but is not limited to, all Account Holder information, contributions, transactions, beneficiary designations, fee assessments, dividend reinvestments, Account statements, confirmation statements, and the allocation and investment of all contributions and assets. Account Holder is deemed to be in agreement with, and have no objection to, any information provided by Aspire to the extent that Account Holder did not notify Aspire of any error within ninety (90) days of the information being provided by Aspire.

No Advice

Aspire does not provide any tax, legal, or investment advice. Account Holder may contract with other persons and/or entities for tax, legal, investment advice, and/or other services related to the Account. Aspire does not endorse any service providers or any products or services offered by any non-Aspire service providers. Account Holder is solely and exclusively responsible for the selection and monitoring of any such service providers and for any actions or inactions made in reliance on such service providers' products or services.

Investment Decisions

While Account Holder may contract with other persons and/or entities for services related to the Account, between Aspire and Account Holder, Account Holder is solely and exclusively responsible for all investment decisions related to the Account including, but not limited to, whether to buy or sell a particular investment option. Aspire has no responsibility or obligation to review investment instructions from Account Holder (or his/her authorized agent, if applicable) or to make any determination as to whether a particular transaction, strategy, purchase, or sale is suitable for Account Holder. Between Aspire and Account Holder, Account Holder is solely and exclusively responsible for monitoring the assets in the Account and for instructing Aspire to make any changes Account Holder deems appropriate. Account Holder agrees to indemnify Aspire and hold Aspire harmless with regard to any Loss arising out of investment decisions and related instructions or a failure to provide instructions.

Account Holder (or Fiduciary, in the case of an Auto-Rollover IRA) represents and warrants that he/she has received and read the prospectus (or, in the case of an investment option that does not issue a prospectus, all applicable comparable information) for all investment options in which he instructs Aspire to invest Account contributions or assets and deems these investment options suitable for the Account Holder's investment purposes.

Tax Implications and Compliance

While Account Holder may contract with other persons and/or entities for services related to the Account, between Aspire and Account Holder, Account Holder is solely and exclusively responsible for all tax implications related to the Account including, but not limited to, contribution limits to the Account, tax deductibility of any contributions to the Account, and taxability of any distributions from the Account. Between Aspire and Account Holder, Account Holder is solely and exclusively responsible for maintaining the five-year aging date(s) and related Internal Revenue Service (IRS) reporting information for qualified Roth distributions. Between Aspire and Account Holder, Account Holder is solely and exclusively responsible for ensuring that all transactions in the Account comply with all tax and other applicable laws and regulations and with any restrictions specific to the investment options in the Account. Account Holder agrees to indemnify and hold Aspire harmless with regard to any Loss arising out of any matters related to tax law or other applicable laws.

Fees

Account Holder authorizes and instructs Aspire to assess against the Incorporating Agreement. Further, if the Account Holder elects to obtain products or services from a Financial Professional, Investment Strategist, and/or other service providers with regard to the Account, Account Holder authorizes and instructs Aspire to assess the fees for those products or services against the Account. In the case of SEP and SIMPLE IRAs, the employer sponsoring the plan may have contracted with third parties for services to the plan. Aspire may pay a portion of the third parties' fees, but to the extent that any amount of the third parties' fees that is not paid by the sponsoring employer exceeds any amount paid by Aspire, Account Holder authorizes and instructs Aspire to assess the remaining amount against the Account.

Account Holder authorizes and instructs Aspire to sell sufficient shares of the investment options held in the Account to satisfy all fees assessed against the account without notice to, or further instruction or authorization from, Account Holder at the time of fee assessments. Account Holder agrees to indemnify Aspire and hold Aspire harmless with regard to any Losses related to the assessment of fees against the Account.

Account Holder acknowledges and agrees that, in addition to the Aspire fees that are assessed against the Account, in some circumstances, Aspire receives compensation from certain mutual funds, mutual funds' affiliates, and other third parties in consideration for services that Aspire provides, including but not limited to the administration of Account Holder statements and confirmations; maintaining fund accounting at the Account Holder level; transmitting and recording purchase and redemption instructions for mutual funds; transaction settlements; prospectus and fact sheet delivery; and Account Holder call center services. These amounts are paid to Aspire by the third party, not by the Account Holder (and not by the employer or employer-sponsored plan in the case of a SIMPLE or SEP IRA). The amount of this compensation may vary by investment option, but is generally an annual fee of between 0.00% and 0.25% of the amount invested (if based on asset value) or between \$10.00 and \$12.00 per account (if based on the number of accounts).

Account Holder acknowledges and agrees that, in addition to any amounts paid to the entity serving as custodian from the Custody/Administration Fee and/or the Account Maintenance Fee, the custodian for the Account and/or its affiliates may earn income and/or retain interest earned on amounts awaiting investment and/or pending distribution from the Account. The custodian is entitled to retain these amounts as part of its compensation for services to the account. These amounts are not and do not become part of the Account or applicable trust.

Account Access

Aspire may make access to the Account available to Account Holder through multiple methods including online access to the Account. Access to the Account will require the Account Holder to provide certain information to validate his/her identity, such as a username and password.

Account Holder is solely and exclusively responsible for maintaining the security and confidentiality of Account Holder's username and password and any other identifying information. When such information is used to access the Account, Aspire may rely on the provision of this information as proof of Account Holder's identity without further inquiry or verification. Account Holder agrees to promptly notify Aspire of any access to Account Holder's username and/or password by any other person and/or of any unauthorized access to the Account. Account Holder agrees to indemnify Aspire and hold Aspire harmless with regard to any Loss related to unauthorized Account access where Aspire used the procedures described above to verify the Account Holder's identity.

Privacy

Aspire's Privacy Statement explains how Aspire collects and protects Account Holder's information. The terms of Aspire's Privacy Statement is incorporated into this Aspire IRA Terms and Conditions by reference.

ACH Authorization

To the extent that Account Holder elects to fund the Account by ACH or other transfers from a bank account, Account Holder authorizes and instructs Aspire and the applicable bank to initiate credit or debit entries to the Account and applicable bank account and to take other steps as necessary to implement Account Holder's elections. Account Holder acknowledges and agrees that this authorization may be revoked only by providing Aspire and the applicable bank with signed, written notice and that revocation of this authorization will only be effective after Aspire and any applicable bank has had opportunity to act upon it.

Closing the Account

Account Holder may close the Account at any time, for any reason, by notifying Aspire in writing. Aspire may close an Account with a \$0.00 balance. Despite closure of the Account, Account Holder remains responsible for all transactions and fees initiated or authorized with regard to the Account, whether such transactions and fees arose before or after the Account is closed. Final disbursement of Account assets may be delayed until any outstanding issues have been resolved.

Availability

Aspire does not guarantee that all methods of Account access will be available at a particular time. Various methods of Account access may be limited or unavailable during periods of peak demand, market volatility, system upgrades, or other times. Online access to the Account is provided "as is" and "as available."

DISCLAIMER OF WARRANTIES

NEITHER ASPIRE, NOR ANY THIRD PARTY, MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE ACCOUNT. IN NO EVENT WILL ASPIRE OR ANY THIRD PARTY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN OR USE OF THESE PRODUCTS OR SERVICES.

LIMITS ON LIABILITIES

ALTHOUGH ASPIRE STRIVES TO ENSURE THE QUALITY AND RELIABILITY OF ASPIRE'S SERVICES, NEITHER ASPIRE NOR ANY THIRD PARTY WHOSE SERVICES ASPIRE MAKES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE THIRD PARTY CUSTODIAN), IS RESPONSIBLE FOR THE AVAILABILITY, ACCURACY, TIMELINESS, COMPLETENESS, OR SECURITY OF ANY SERVICE RELATED TO THE ACCOUNT. ACCOUNT HOLDER ACKNOWLEDGES AND AGREES THAT ASPIRE IS NOT RESPONSIBLE FOR ANY LOSSES ACCOUNT HOLDER INCURS AS A RESULT OF ANY OF THE FOLLOWING: (1) CANCELLATION OF AN ACCEPTED TRADE IN WHICH ASPIRE REASONABLY DETERMINES, IN ITS SOLE DISCRETION, THAT THERE WAS A DATA, CLERICAL, OR OTHER SIMILAR ERROR IN THE HANDLING OR PROCESSING OF THE TRADE, INCLUDING BUT NOT LIMITED TO A SITUATION WHERE A THIRD PARTY CAUSED SUCH ERROR; (2) THE ACCEPTANCE AND PROCESSING OF ANY ORDER PLACED ON THE ACCOUNT, WHETHER RECEIVED ELECTRONICALLY OR THROUGH OTHER MEANS, AS LONG AS THE ORDER REASONABLY APPEARS TO BE AUTHENTIC; (3) INVESTMENT DECISIONS OR INSTRUCTIONS PLACED ON THE ACCOUNT OR OTHER SUCH ACTIONS ATTRIBUTABLE TO THE ACCOUNT HOLDER OR AN AUTHORIZED PERSON; (4) OCCURRENCES RELATED TO GOVERNMENTS OR MARKETS, SUCH AS RESTRICTIONS, SUSPENSIONS OF TRADING, OR HIGH MARKET VOLATILITY OR TRADING VOLUMES; (5) UNCONTROLLABLE CIRCUMSTANCES IN THE WORLD AT LARGE, SUCH AS WARS, EARTHQUAKES, POWER OUTAGES, OR UNUSUAL WEATHER CONDITIONS; (6) OCCURRENCES RELATED TO COMPUTERS AND COMMUNICATIONS, SUCH AS A NETWORK OR SYSTEMS FAILURE, A MESSAGE INTERCEPTION, OR AN INSTANCE OF UNAUTHORIZED ACCESS OR BREACH OF SECURITY; (7) WITH RESPECT TO ELECTRONICALLY PROVIDED MARKET DATA OR OTHER INFORMATION PROVIDED BY THIRD PARTIES, ANY FLAW IN THE TIMING, TRANSMISSION, RECEIPT, OR SUBSTANCE (SUCH AS INACCURACY, ERROR, DELAY, OMISSION, OR SEQUENCE ERROR, ANY NONPERFORMANCE, OR ANY INTERRUPTION OF INFORMATION), REGARDLESS OF WHO OR WHAT CAUSED IT TO OCCUR; (8) THE STORAGE AND USE OF INFORMATION ABOUT ACCOUNT HOLDER AND ACCOUNT BY ASPIRE'S SYSTEMS AND TRANSMISSION OF THIS INFORMATION BETWEEN ACCOUNT HOLDER AND ASPIRE.

IN NO EVENT WILL ASPIRE BE LIABLE TO ACCOUNT HOLDER (OR FIDUCIARY IN THE CASE OF AN AUTO-ROLLOVER IRA) OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OR BREACH OF THE INCORPORATING AGREEMENT OR FOR DAMAGES THAT EXCEED THE AMOUNT OF ASPIRE'S FEES ASSESSED AGAINST THE ACCOUNT WITHIN THE PRECEDING TWO YEARS.

Indemnification

Account Holder (or Fiduciary in the case of an Auto-Rollover IRA) agrees to indemnify Aspire and hold Aspire harmless with regard to any Loss arising out of any breach by Account Holder or Account Holder's agent (or, Fiduciary/Fiduciary's agent in the case of an Auto-Rollover IRA) of the Incorporating Agreement, or any provision thereof.

ARBITRATION

ANY AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE INCORPORATING AGREEMENT OR THE ACCOUNT SHALL BE SOLELY AND FINALLY SETTLED BY BINDING ARBITRATION WITH AN ARBITRATOR EXPERIENCED IN APPLICABLE TRANSACTIONS IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("RULES"), PROVIDED, HOWEVER, THAT IN THE EVENT OF A CONFLICT BETWEEN THE RULES AND THE TERMS OF THE INCORPORATING AGREEMENT, THE TERMS OF THE INCORPORATING AGREEMENT SHALL GOVERN.

ARBITRATION SHALL BE IN TAMPA, FLORIDA. TO COMMENCE ARBITRATION OF ANY SUCH DISPUTE, THE PARTY DESIRING ARBITRATION SHALL NOTIFY THE OTHER PARTY IN WRITING IN ACCORDANCE WITH THE RULES. IN THE EVENT THAT THE PARTIES FAIL TO AGREE ON THE SELECTION OF AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE DELIVERY OF SUCH NOTICE, THE ARBITRATOR SHALL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION UPON THE REQUEST OF EITHER PARTY.

THE PARTIES AGREE THAT THE AWARD OF THE ARBITRATOR SHALL BE THE SOLE AND EXCLUSIVE REMEDY BETWEEN THEM REGARDING ANY CLAIMS, COUNTERCLAIMS, OR ISSUES PRESENTED TO THE ARBITRATOR. THE PARTIES AGREE THAT THE AWARD OF THE ARBITRATOR SHALL BE BINDING, FINAL, AND SUBJECT TO NO JUDICIAL REVIEW. JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION OVER THE PARTIES OR THEIR ASSETS.

EXCEPT AS PROVIDED HEREIN, EACH PARTY SHALL EACH BE RESPONSIBLE FOR HIS/HER/ITS OWN EXPENSES (INCLUDING LEGAL AND OTHER FEES) INCURRED IN THE COURSE OF ANY ARBITRATION PROCEEDINGS. THE FEES AND COSTS OF THE ARBITRATOR SHALL BE DIVIDED EVENLY BETWEEN THE PARTIES.

Right to Modify

Aspire may amend or terminate the Incorporating Agreement at any time. Aspire amendments may include changing, dropping, or adding fees and/or policies; changing, dropping, or adding features, services, and/or the third party entities that provide such features or services; limiting the usage or availability of any features or services within the limits of applicable laws and regulations. Aspire's policy is to notify the Account Holder (and/or Fiduciary in the case of an Auto-Rollover IRA) of any material changes affecting the Incorporating Agreement or affecting the Account. Except for changes originating in these ways, no provision of the Incorporating Agreement may be amended or waived except in writing signed by an authorized representative of Aspire.

Notices

All notices required or allowed under the Incorporating Agreement will be considered sufficient if written and sent by U.S. Mail to the last address of the party to be notified (or such other address as the party may provide from time to time for such notices).

Assignment

Aspire may transfer its interest in the Account and/or in the Incorporating Agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. Account Holder may not transfer his/her/its interests in the Account or in the Incorporating Agreement except with the prior written approval of Aspire or through inheritance, divorce, or similar circumstances as allowed by law, in which case, any rights and obligations in existence at the time will accrue to, and be binding upon Account Holder's heirs, executors, administrators, successors, or assigns (each of which referred to as a "Transferee"). Aspire may enforce the Incorporating Agreement against Account Holder or any Transferee.

No Waiver

Regardless of whether Aspire consistently enforces certain provisions of the Incorporating Agreement, Aspire retains full rights to do so at any time.

Entire Agreement

The Incorporating Agreement, including all incorporated portions, constitutes the entire agreement between the parties with regard to the Account and supersedes all prior agreements, written or oral.

Severability

If any provision of the Incorporating Agreement is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the invalid, illegal or unenforceable provisions. Each provision of the Incorporating Agreement is intended to be severable and the validity, legality or enforceability of any provisions of the Incorporating Agreement shall not affect the validity, legality or enforceability of the remainder hereof.

Section Headings

All section headings are inserted only for convenience of reference and are not to be considered in the interpretation or construction of these Aspire IRA Terms and Conditions or of the Incorporating Agreement.

Force Majeure

If the performance of the Incorporating Agreement or any obligation therein is prevented, restricted, or interfered with by reason of acts of God or other forces beyond the reasonable control of the affected party, the affected party shall be excused from such performance to the extent of such prevention, restriction, or interference, provided that the affected party uses its best efforts to avoid or eliminate the causes of nonperformance and continues to perform as soon as such causes are avoided or eliminated.

Governing Law

The Incorporating Agreement shall be construed and enforced in accordance with the laws of the State of Florida and United States federal law, to the extent applicable, irrespective of the principal place of business, residence, or domicile of the parties, and without giving effect to otherwise applicable principles of conflicts of law.

Transactions in the Account may also be subject to the rules and customs of the marketplaces where they are executed. Online services, including online access to the Account, is also subject to any applicable terms of use, license agreements, or other similar governing documents made available online with the online services.

Jurisdiction and Venue

Subject to the arbitration provisions included herein, exclusive venue for any action permitted shall be solely in an appropriate federal or state court located in Hillsborough County, Florida. The parties irrevocably consent to such jurisdiction and venue and waive all defenses inconsistent herewith.

Validity of Electronic Copies

Aspire may use the electronically stored copies of signatures, any written instructions or authorizations, the Incorporating Agreement, and any other forms, documents, or paperwork related to the Account as the true, complete, valid, authentic, and enforceable record, admissible in judicial, administrative, or arbitration proceedings, to the same extent as if the item was originally generated and maintained in its printed form. The parties agree not to contest the admissibility or enforceability of electronically stored copies in any proceeding.