

AdvisorTrust, Inc. Custodial Account Agreement

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Custodial Account Agreement

Plan Name: _____ [the “Plan”]

Whereas, the undersigned Plan Administrator [“Plan Administrator,” “you,” or “your”] has indicated that it desires to retain AdvisorTrust, Inc. [“AdvisorTrust” or the “Custodian”] to offer custodial services to the Plan; and

Whereas, AdvisorTrust is willing to provide custodial services to the Plan, on the terms and conditions set forth in this AdvisorTrust, Inc. Custodial Account Agreement [the “Agreement”];

Now Therefore, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, and intending to be legally bound, AdvisorTrust and the Plan Administrator, acting on behalf of the Plan and for itself personally, agree as follows:

1 About this Custodial Account

1.1 Custodial Account

The Custodian holds those of the Plan’s Investments that are Platform Investments, holds Loans, holds the Processing Accounts, and pays Plan distributions.

1.2 Other assets not included

The Custodian will not hold any money, property, or rights of the Plan other than the Processing Accounts, Loans, and the Plan’s Platform Investments. Without limiting the comprehensive effect of the preceding sentence, life insurance contracts, real property, and tangible personal property are not held under this Custodial Account. You Covenant to the Custodian and its Affiliates that you duly appointed another Person to serve as a Trustee, Custodian, or insurer regarding, or otherwise to hold, each asset that is not a subject of this Custodial Account.

1.3 Directed Custodian

The Custodian is subject to the Administrator’s and the Trustee’s (if any) Directions. The Custodian is subject to Participants’, Beneficiaries’, and Alternate Payees’ investment Directions, except to the extent the Administrator’s or the Trustee’s Direction countermands or supersedes another Directing Person’s Direction.

1.4 Custodian’s responsibility

The Custodian’s responsibility is as South Dakota Law provides, applying allocations, delegations, and protections under South Dakota Law, and considering all allocations, delegations, and protections this Agreement provides.

1.5 You are the Plan’s Fiduciary

You serve as the Plan’s Administrator. Also, you are the Responsible Plan Fiduciary for selecting, overseeing, and monitoring the Plan’s service providers, including a recordkeeper, Trustee, Custodian, Investment Manager, Investment Adviser, and others. Whenever the Custodian requests a Direction or Instruction, you will promptly deliver your Direction or Instruction.

1.6 AdvisorTrust’s service depends on the Recordkeeper’s service

The Custodian makes this Agreement only because your Recordkeeper is the Custodian’s Affiliate. The Recordkeeper and other Affiliates may compensate the Custodian for the Custodian’s service, and the Affiliates may bear expenses of the Custodian’s performance. You approve this Indirect Compensation. This Custodial Account Agreement, if not ended earlier (see ¶ 11.20 [“Term” at page 13], ends when the Service Agreement ends.

1.7 Your informed decisions

You Covenant that you made your decisions knowing the information disclosed by or under the Service Agreement and this Agreement. You Covenant that in continuing your selections of the Recordkeeper, the Custodian, and other Service Providers you will consider information the Recordkeeper, the Custodian, or either’s Affiliate furnishes. By signing this Agreement, you confirm that you have received the information described in this Agreement and the Service Agreement and the separate writings each refer to; you understand the information; and you approve AdvisorTrust’s compensation.

1.8 Covenants

Every Covenant and every promise you made to the Recordkeeper in the Service Agreement and in every agreement with an Affiliate you remake in this Agreement as a Covenant or promise to the Custodian and its Affiliates. The Custodian and its Affiliates may rely fully on each such Covenant and promise without investigation and despite investigation.

1.9 Definitions and construction rules

Each provision of this Custodial Account Agreement is construed and interpreted using the definitions set forth in Part 12 at page 14 and the construction rules set forth in Part 13 at page 21.

2 Contributions

2.1 Administrator collects contributions

Only the Administrator has any duty or obligation to collect contributions. The Custodian must not collect a contribution or enforce a participating employer's or another Person's obligation.

2.2 ACH and wire-transfer authorizations

You will cause each participating employer or its wage payer to sign an ACH (automated clearinghouse) authorization or wire-transfer instructions in the form the Custodian reasonably requests. That the Custodian requests anything is no impairment or variation of ¶ 2.1 [“Administrator collects contributions”].

2.3 Contributions

The Custodian accepts a contribution only if it is paid by a participating employer (or its wage payer), or is a rollover contribution the Administrator approves.

2.4 Investing a contribution

The Custodian invests each contribution according to each Participant's, Beneficiary's, or Alternate Payee's proper Direction, or absent such a Direction, according to the Administrator's proper Direction.

3 Investment Directions

3.1 Directed investment

The Custodian follows investment Directions given by:

- a Participant;
- an Alternate Payee, for his or her segregated portion of a Plan Account;
- after a Participant's death, each Beneficiary, for his or her separate portion of a Plan Account;
- an agent for a Participant, Beneficiary, or Alternate Payee; and
- the Administrator, for an amount not Directed by a Participant, Beneficiary, or Alternate Payee.

However, the Custodian follows only a proper Direction.

3.2 Investment transfers

The Custodian implements investment Directions following your Service Agreement with the Recordkeeper if the Direction is received in Good Order.

4 Distributions

4.1 Custodian pays Plan distributions

The Custodian pays Plan distributions under the Administrator's Directions.

4.2 Tax-reporting and withholding

The Custodian (or its agent) tax-reports, and withholds taxes from, distributions, payments, and transfers as required by Applicable Law.

4.3 Refusing a distribution, transfer, or exchange contrary to the Plan

If the Custodial Account is held for a Plan described in IRC § 403(b)(7), the Custodian may, despite a Direction, refuse to pay or deliver a distribution, transfer, or exchange if the Custodian in Good Faith believes the distribution, transfer, or exchange would pay or make available an amount contrary to IRC § 403(b)(7)(A)(i).

5 Employer Securities

5.1 Directed investment in Employer Securities

If the Plan is described in IRC § 401(a) and is not described (even in part) in IRC § 403(b) or IRC § 457, and permits investment in Employer Securities, the Custodian will invest, directly or indirectly, in Employer Securities as the Trustee Directs.

5.2 Your monitoring

You will monitor (or you will cause an Investment Manager to monitor) whether Employer Securities remain a Prudent Investment for the Plan. (For such an evaluation, a Fiduciary may, to the extent ERISA § 404(a)(2) provides, ignore diversification.) If you find (or the Investment Manager finds) that Employer Securities are not a Prudent Investment, you will notify the Custodian of the finding promptly and no later than two hours after the finding was made, even if you delegated the finding to the Investment Manager.

5.3 Securities Exchange Act of 1934

You will prepare and file all reports Federal or State Laws, including securities Laws, require or permit regarding the Trust's ownership of Employer Securities. Without limiting the comprehensive effect of the preceding sentence, you will prepare and file all reports required or permitted under § 13 or § 16 of the Securities Exchange Act of 1934. The Custodian will furnish to you the information you reasonably request to meet your obligation under this provision.

5.4 Voting and other corporate actions

Whenever the Plan requires or permits Individuals to Direct voting of Employer Securities, a response to a tender offer, or any other action regarding Employer Securities, you will (without services from the Recordkeeper or the Custodian) collect, tabulate, and communicate Individuals' Directions.

6 Custodian's powers

6.1 Custodian's powers

Subject to the restrictions stated by this Agreement (including its Part 7 ["Custodian's restrictions" at page 6]), the Custodian has all powers provided by Applicable Law, and has the powers stated in this Part.

6.2 Powers regarding Investments

The Custodian may hold an Investment in its own name, or in the name of a nominee, with or without a reference to any Trust or Custodial Account. The Custodian may use any bank, trust company, or broker-dealer (and permit any of them to use any clearing agency). The Custodian may exercise a right or privilege of an Investment.

6.3 Clearing and trading services

The Custodian may do a transaction through any service of National Securities Clearing Corporation, or any clearing or trading service.

6.4 Processing Accounts

The Custodian may use Processing Accounts in providing services under this Agreement.

6.5 Custodian's agents

The Custodian may use agents. The Custodian may use, and rely on, agents as permitted under Applicable Law, including S.D. Codified Laws § 55-1A-31.

6.6 Broad general and incidental powers

Subject to the restrictions stated by Part 7 ["Custodian's restrictions" at page 6], the Custodian has each power stated below, and all powers necessary or incident to the exercise, use, or availability of such powers.

The Custodian may make, execute, and deliver any contract, waiver, release, or other instrument and do all other acts that the Custodian finds necessary in carrying out any of its powers.

Except as this Agreement restricts, the Custodian has the powers necessary to discharge its duties under this Agreement or Applicable Law.

7 Custodian's restrictions

7.1 Only Plan-authorized Investments

The Custodian invests the Custodial Account's money, property, and rights using only the Plan's Investment Alternatives.

7.1.1 Money Market or Equivalent Account

In order to receive discounted custodial pricing, AdvisorTrust may require the Plan to use an AdvisorTrust designated money market or equivalent option and not include a competing product.

7.1.2 403(b) Investment Alternatives

If the Custodial Account is held for a Plan described in IRC § 403(b), the Custodian need not, even if the Plan specifies it as an Investment Alternative, invest in a Fund's Shares if the Shares are not regulated investment company stock within the meaning of IRC § 403(b)(7) or permitted interests in an IRC § 403(b)(9) retirement income account, and need not invest in a Self-Directed Brokerage Account unless the Securities Account restricts its holdings to regulated investment company stock within the meaning of IRC § 403(b)(7).

7.2 Distributions

The Custodian pays a distribution only on the Administrator's Direction, an order of a court that has jurisdiction binding the Custodian, or an IRS levy that commands the Custodian.

8 Accounts and reporting

8.1 Accounting and reporting

The Custodian accounts and reports as required by Applicable Law.

8.2 No accrual accounting

The Custodian will neither make nor keep any record of a contribution receivable, distribution payable, or any accrual.

8.3 Valuation

For a value of a Fund's Share, the Custodian may rely on the value reported by the Fund, the Fund's agent, or a clearing system in which the Fund or its agent participates. For Employer Securities, the Custodian may rely on the value you report, or your Employer Securities Fund's Custodian (if not AdvisorTrust) reports. For a Self-Directed Brokerage Account, the Custodian may rely on the values the account's broker-dealer reports. For a fixed-interest or stable-value contract that is not a collective trust Fund, the Custodian may rely on the values the insurer or bank reports to the Recordkeeper.

8.4 Effect of account statements and reports

Each account statement or report the Custodian furnishes is a legally significant statement of the Custodial Account's accounts (including Fees). For each statement or report, if, by 60 days after the statement or report was sent, you have not delivered to the Custodian your written objection about the accuracy of the statement or report (or an objection is withdrawn or an account is adjusted to your satisfaction), the Custodian is not responsible for any error you could have discovered by promptly and carefully reading the reports. Likewise, the Custodian is not responsible for any error you could have objected to had you required Individuals to promptly and carefully read one's statement and to promptly object to any perceived error.

8.5 Account by Form 5500 Report or Tax Return

You are deemed to assent to the truth and correctness of any information stated by or included as part of a Form 5500 Report or Tax Return which you signed or adopted.

8.6 Your responsibility

The Custodian is not responsible for errors, added costs, or delays that result from information you furnish that is inaccurate; untimely; or not in the form, or for the period, or with the frequency the Custodian or the Recordkeeper specified.

9 Records, privacy, and information-sharing

9.1 Custodian's records

The Custodian may receive, collect, make, and keep records as the Custodian needs to perform this Agreement. Nothing in this Agreement excuses or relieves you from your responsibility to make and keep the Plan's records. Nothing in this Agreement allocates or delegates to AdvisorTrust or any Affiliate, your, an Administrator's a participating employer's, or any Affiliated Employer's responsibility to keep records.

9.2 Privacy notice and procedures

The Custodian will obey Federal and State privacy laws that apply to the Custodian. You confirm you received the Custodian's privacy notice.

9.3 Information-sharing

The Custodian may share data and information to the same extent and under the same conditions that your Service Agreement provides for the Recordkeeper. Or, if your Service Agreement is more restrictive, the Custodian may share data and information as set forth below:

AdvisorTrust may share data and information – including Nonpublic Personal Information about Individuals, including a Plan's Participants (including an employee who has no account but is eligible to make an elective deferral or be credited with an employer-provided contribution), a participating employer's employees who might become eligible as a Participant and about the Plan's Beneficiaries and Alternate Payees – with a Service Provider (including a bank, trust company, Investment Adviser, securities broker-dealer, or insurance agency) if AdvisorTrust reasonably believes the Service Provider provides services to the Plan and the Service Provider has delivered to AdvisorTrust or an Affiliate a written agreement under which the Service Provider obligates itself to: use the information only to provide services to or regarding the Plan; not sell Nonpublic Personal Information about Individuals; not keep, use, or disclose the information other than as appropriate to provide the services; obey Federal and State privacy laws as they apply to AdvisorTrust or its Affiliate; and maintain security controls, compliance procedures, supervision procedures, and training sufficient to meet those obligations.

Further, AdvisorTrust may share information with a Service Provider's service provider if the Service Provider confirmed to AdvisorTrust or its Affiliate that the service provider is bound by written obligations no less than those required of the Service Provider.

AdvisorTrust and its Affiliates may presume a Service Provider provides a service to or regarding the Plan if: (i) you so instruct AdvisorTrust or an Affiliate; (ii) you, a Directing Person, or the Service Provider furnishes a copy of an agreement that shows the service to or regarding the Plan; (iii) the Plan's most recently filed Form 5500 Report names the Person as a Service Provider or as having received, even indirectly, compensation regarding the Plan; or (iv) there

is other written information that makes it Prudent for AdvisorTrust to believe that the Service Provider provides a service to or regarding the Plan.

9.4 Records inspection

During the term of this Agreement and for one year after this Agreement ends, you (and an independent qualified public accountant you engaged, if any) may inspect the Custodian's records regarding the Plan at the Custodian's principal office on Business Days during normal business hours.

10 Custodian's compensation

10.1 Fees

Custodian's Fees are as stated by the Fee Schedule, attached hereto as Exhibit A. If a Fee is sixty (60) days past-due, AdvisorTrust and/or its Affiliate may collect the past-due amount owed by collecting it from Participants', Beneficiaries', and Alternate Payees' Plan accounts or as otherwise authorized in the Service Agreement.

Some Funds charge a redemption fee if a redemption is made within a specified period following a purchase of Fund Shares. This is a fee a Fund, not AdvisorTrust or its Affiliates, charge. Redemption fees are disclosed in a Fund's prospectus or other document. A redemption of Fund Shares to pay a Fee under this Agreement could incur a Fund's redemption fee.

10.2 Float Compensation

AdvisorTrust may keep any number of bank accounts and Securities Accounts to receive and hold for a reasonable time:

- contributions to be invested;
- amounts redeemed for investment in another Plan Investment Alternative; or
- amounts redeemed to pay a distribution, Fee, expense, or other payment you Instruct.

To the extent AdvisorTrust trades directly through the National Securities Clearing Corporation (NSCC) it may receive float compensation. AdvisorTrust may credit amounts to any such account, which may commingle the Plan's amounts with amounts of other retirement plans and amounts held for contribution to or investment under insurance contracts or securities unrelated to retirement plans. Likewise, AdvisorTrust may instruct any Fund, transfer agent, bank, broker-dealer, or insurer to make any payment payable for credit to a Processing Account.

The expenses, including bank or broker-dealer fees and charges, of any account are the personal obligations of the Person that keeps the account, and are not charged against the Plan. The income (if any) from Processing Accounts is additional Compensation to AdvisorTrust or the Person that keeps the account. However, the preceding sentence will not apply to the extent that a Processing Account holds an amount longer than the time provided below.

For a Plan contribution or Loan repayment, generally AdvisorTrust will not hold an amount in a Processing Account longer than three Business Days after your payment or after your Instruction is complete, whichever is later, unless you request in writing that AdvisorTrust hold an amount for a longer time. If AdvisorTrust has received your payment but your Instruction is insufficient, AdvisorTrust will inform you of your insufficient Instruction promptly and by three Business Days after AdvisorTrust receives it.

For a Plan investment Direction that transfers an amount from one Plan Investment Alternative to another, AdvisorTrust will not hold an amount in a Processing Account longer than three Business Days after AdvisorTrust has received both the redemption proceeds or payment and a proper Direction that is in Good Order. The preceding sentence does not change AdvisorTrust's obligation to credit a transfer (other than a transfer to or from a Securities Account) the same Business Day that AdvisorTrust received your (including an Individual's) proper Instruction.

For a Plan distribution or a payment to an investment about which AdvisorTrust does not provide services, AdvisorTrust or its payer keeps the earnings on uncollected payments. Generally, AdvisorTrust's payer will mail checks by three Business Days after the redemption of Plan Investments. Neither AdvisorTrust, Advisor Trust's Affiliate, or the payer control the Float Compensation because a payee and his or her bank decide when to present a

check for collection. Earnings inure to the payer from the time that the proceeds of a Plan investment redemption is deposited to the time that the payee's bank collects payment. At least once a year, the payer cancels uncollected checks and returns those amounts to the Plan's trust. AdvisorTrust will invest those amounts under the investment you specified for otherwise uninstructed amounts.

For each of these three kinds of Float Compensation, AdvisorTrust, Advisor Trust's Affiliate, or the payer, generally gets money-market or similar short-term investment returns.

10.3 Internal compensation

You do not object to compensation between the Recordkeeper and the Custodian, including indemnity the Recordkeeper might provide to the Custodian from the Recordkeeper's personal resources (not from the Plan's, its Trust's, or the Custodial Account's assets).

10.4 Indirect Compensation

The Custodian may receive Indirect Compensation. This may include demand-deposit-account Compensation, Float Compensation, the allowance for investment-processing errors, the goodwill obtained by sharing information with Service Providers, and any other Compensation you approve.

In order to appropriately credit the accounts of Plan participants invested in funds that pay fund fees and funds whose affiliates pay revenue sharing payments, the Custodian shall collect all such revenue sharing payments from all sources for all plans and process payment of all such amounts, less a 10% collection and processing fee, to a bookkeeping account maintained by the Recordkeeper. Such bookkeeping account will receive and track revenue sharing payments from all sources for all plans on the Recordkeeper platform since such revenue may come from multiple sources so as to avoid any potential fiduciary concerns. 100% of the fund revenue sharing payments received by Recordkeeper that are applicable to the Plan are offset on a dollar-for-dollar basis against Plan fees on the next Plan invoice. The offset is applied on a cash basis so all revenue received is credited for the quarter received. Neither the Custodian nor Recordkeeper maintains a separate account at the trust or segregate any portion of the revenue sharing payments for the benefit of any plan.

10.4.1 Investment Processing

The parties understand that errors happen in processing a retirement plan's transactions. It is PCS's policy that utmost care be taken in the handling and execution of trade orders and other transactions. However, errors may occur, including:

- orders in amounts in excess of, or less than, the amount PCS was Instructed to trade;
- orders to sell or redeem an Investment when it should have been purchased;
- orders to purchase an Investment when it should have been sold or redeemed;
- orders for the wrong Investment; or
- orders contrary to investment restrictions, limitations, or investment policies.

In correcting errors, the following principles apply:

- For a single error caused by a Person other than PCS, PCS may seek reimbursement or monetary compensation from the service provider or other Person that caused the error, in an effort to minimize any loss. In determining the appropriate action to be taken, PCS may take into account the limitations placed upon its staff and other resources in connection with providing services to the affected plans on an ongoing basis, as well as other operating responsibilities. The determination of the action, if any, to be taken in connection with any such error may be made on a case-by-case basis.
- For any single error caused by PCS that results in a loss, PCS will generally attempt to correct such error and to place the Plan in the same position as it would have been in but for the error. PCS will bear the costs, expenses, or losses associated with such an error.
- For any single error caused by PCS that results in a gain, PCS will generally retain such gains as a component of PCS's compensation for transaction processing services, including PCS's agreement to make the Plan whole for any losses associated with PCS's errors.
- For multiple errors caused by PCS that result in a mix of losses and gains to the Plan, PCS will generally attempt to correct such errors and to put the Plan in the same position as it would have been in but for the errors. In

correcting such errors, PCS may net any gains against the costs, expenses, and other losses of correcting the errors and losses to the Plan. To the extent that any such costs, expenses, and losses exceed any such gains, PCS bears the excess costs, expenses, and losses associated with the error correction. However, PCS will not net gains against the costs and expenses of correcting the errors and losses across multiple plans.

These principles provide general guidance. Exceptions may be warranted in particular circumstances.

10.5 AdvisorTrust's Compensation under another agreement.

Nothing in this Agreement impairs AdvisorTrust's or an Affiliate's Compensation under another agreement, including, for example, an Automatic-Rollover agreement or a Fiduciary-Outsourcing agreement.

10.6 Others' compensation

Nothing in this Agreement impairs another Person's Compensation under any other agreement or arrangement.

10.7 This Agreement confirms the Custodian's disclosures

By signing this Agreement, you confirm that:

- you received the information described in this Agreement and the separate writings it refers to;
- you understand the information; and
- you approve the Custodian's Compensation.

11 General provisions

11.1 Assignment

You cannot assign any of your rights. You cannot delegate any performance of any of your obligations. (You may be able to make a separate *Fiduciary Outsourcing* agreement with AdvisorTrust, Inc.). Your purported assignment of rights or delegation of performance is void.

The Custodian may—without your consent, but only after 60 days' written notice to you—assign this Agreement to a Bank that is organized and doing business under the Laws of the United States or of any State and, to the extent needed for this Agreement, authorized under such Laws to exercise fiduciary powers. The preceding sentence does not limit any other right the Custodian has under this Agreement, including under the Law that governs this Agreement.

11.2 Changing this Agreement

The parties may change this Agreement, but only by a writing signed or adopted by you, for yourself and as the Plan's representative, and the Custodian.

Only the Custodian's president, chief executive officer, chief trust officer, or chief legal officer may bind the Custodian.

11.2.1 Implied-assent changes

If the Custodian or its agent (which may include the Recordkeeper) sends you written notice of a change and you do not within 60 days send the Custodian written notice that you reject the change, you adopt the change.

11.3 Collective trust Funds

If a collective trust Fund is an Investment Alternative under the Plan, you Covenant that you, as the Plan's Fiduciary, adopt the collective trust's governing documents as a part of the Trust.

11.4 Course of dealing or performance cannot change this Agreement

In addition to ¶ 11.7 ["Entire Agreement" at page 11], the parties intend also that this Agreement not be supplemented, explained, construed, or interpreted by any evidence of a course of dealing or a course of performance. A course of dealing or course of performance cannot change or discharge anything in this Agreement, or any right or obligation of any party. A failure to use or assert a right is not a waiver of any right.

11.5 Disruptive traders

The Custodian can provide this Agreement's services only with the cooperation of the Funds. You recognize that the Funds may require the Custodian to use procedures to detect Disruptive Traders. Except as you otherwise specify in your written Instruction delivered to the Custodian, the Plan and you impose no restriction about the frequency, interval, or timing of Individuals' Directions beyond those required by the Funds. To the extent consistent with Applicable Law, the Custodian need not disclose to a Participant, Beneficiary, or Alternate Payee (or agent of any of them) the procedures for detecting Disruptive Traders.

11.6 Electronic communications

The Custodian may use electronic means to the extent permitted by Applicable Law, including the Electronic Signatures in Global and National Commerce Act (unofficially compiled as 15 U.S.C. §§ 7001-7006) and ERISA §§ 104-107, which the Custodian may interpret following ERISA rules, including 29 C.F.R. § 2520.104b-1(c)(2)(ii) and § 2520.107-1, and, if adopted, the rule that would become 29 C.F.R. § 2520.104b-31, and the U.S. Labor department's subrule guidance, including the Employee Benefits Security Administration's Field Assistance Bulletin No. 2006-03 [Dec. 20, 2006] and Technical Release 2011-03 [Sept. 13, 2011].

If ERISA does not govern the Plan, you authorize using electronic communications to the extent that ERISA would allow if ERISA governed the Plan.

11.7 Entire Agreement

The parties intend that this Agreement (and other documents made a part of this Agreement) state the complete, exclusive, and fully integrated statement of their agreement. This Agreement states all understandings, and supersedes everything any party (or its agent) said or wrote before signing this Agreement.

11.8 Exclusive purpose, exclusive benefit

If ERISA governs the Plan, the Custodial Account is, consistent with ERISA § 403(c), for the exclusive purposes of defraying reasonable expenses of administering the Plan and providing benefits to Participants, Beneficiaries, and Alternate Payees. If the Plan is intended as a plan described in IRC § 401(a), the Custodial Account is, consistent with IRC § 401(a)(2), for the exclusive benefit of the Plan's Participants, Beneficiaries, and Alternate Payees. If the Plan is intended as an eligible deferred compensation plan described in IRC § 457(b) of a governmental employer described in IRC § 457(e)(1)(A), the Custodial Account is, consistent with IRC § 457(g)(1), for the exclusive benefit of the Plan's Participants, Beneficiaries, and Alternate Payees. If the Plan is intended as one described in IRC § 403(b), the Custodial Account's assets cannot be used for, or diverted to, purposes other than for the exclusive benefit of the Plan's Participants, Beneficiaries, and Alternate Payees.

11.9 Exclusive venue and forum

If any party brings or maintains an action, suit, claim, or proceeding—whether in contract, tort, equity, or otherwise—to which another party is or becomes a party or regarding the Plan or the Custodial Account, each party must proceed (except as ¶ 11.20.1 [“Appointing another custodian” at page 13] permits) only in the Federal court for the Eastern District of Pennsylvania sitting in Philadelphia or, for a proceeding for which Federal courts lack jurisdiction, the Pennsylvania courts for and sitting in the County and City of Philadelphia. Each party submits to and consents to exclusive jurisdiction and exclusive venue in that court and forum. We intend this choice of forum despite this Agreement's choice of governing Law [¶ 11.11].

11.10 Fiduciary outsourcing

To the extent your separate agreement with AdvisorTrust provides a service for what otherwise would be your responsibility as the Plan's Administrator, AdvisorTrust may perform the functions provided under that separate agreement, even if doing so means AdvisorTrust, as a Service Provider Directs, AdvisorTrust as the Custodian.

11.11 Governing Law

Except as preempted or otherwise provided by Federal Law, the internal Laws of the State of South Dakota (without giving effect to its conflicts-of-law principles) govern all matters arising out of or relating to validity, construction, interpretation, performance, and enforcement (including choice of statute-of-limitations and statute-of-repose periods) of this Agreement; and all matters, including torts and privacy, arising out of or relating to our Agreement; and all remedies for a breach of this Agreement and for all matters arising out of or relating to this Agreement.

However, the preceding sentence does not control whether your Direction obeys the Plan or is Prudent. Whether your Direction obeys the Plan is determined under the Law that governs the Plan. Whether your Direction is Prudent is determined under this Agreement's defined term for "Prudence" and "Prudent" and the Law that governs the Plan.

11.12 Impracticability

A force majeure event means any act or event, whether unforeseen or foreseen, that meets all these tests:

- (1) The act or event prevents a party (the "nonperforming party"), in whole or in part, from (i) performing the party's obligation or (ii) satisfying a condition to another party's obligation
- (2) The act or event is beyond the reasonable control of, and is not the fault of, the nonperforming party.
- (3) Despite commercially reasonable due diligence, the nonperforming party has not avoided or overcome the act or event.

A force majeure event excludes a mere lack of money or economic hardship.

If a force majeure event occurs, a nonperforming party is excused from (i) whatever performance is prevented by the force majeure event to the extent prevented; and (ii) satisfying whatever condition (other than a condition to furnish necessary information) to another party's performance the nonperforming party cannot satisfy, to the extent the condition cannot be satisfied.

Despite the preceding sentence, a force majeure event does not excuse you from your payment obligation, and does not excuse the Plan from the Plan's payment obligation.

When a nonperforming party can (i) resume performance of its obligation, or (ii) satisfy a condition to another party's obligation, the nonperforming party will promptly give the other parties written notice of the relevant facts, and will resume performance promptly after the notice is delivered.

11.13 Investment-advice services

Nothing in this Agreement precludes your use, or a Directing Person's use, of an Affiliate's investment-management or investment-advisory service.

11.14 Means of performance

Nothing in this Agreement restricts or restrains the Custodian's right to use Affiliates, subcontractors, suppliers, and agents to perform services. Except as delegated or allocated under this Agreement, the Custodian remains responsible for the Custodian's obligations under this Agreement.

11.15 Nondepository

AdvisorTrust is a nondepository trust company. Every interest under a Money-Market Fund, Money-Market Account, demand-deposit account, or similar arrangement is an obligation of a Person other than, and unaffiliated with, AdvisorTrust. AdvisorTrust does not guarantee or assure the financial condition of any Person. AdvisorTrust is not responsible for the accuracy or completeness of any financial information about any other Person.

11.16 Notice

To be effective, a notice given or delivered under this Agreement must be in writing, and is deemed given if delivered personally (including a signed-for delivery made by a courier), or by registered or certified mail, to the party at its address of record or specified by notice. Any such notice is deemed given when actually received or signed for. But a receipt showing that delivery was refused is deemed actual delivery. Electronic delivery of notice will be effective to the extent permitted by Part 11.6 of this Agreement.

11.17 References

The Custodian describes its services to others that might engage the Custodian's services. The Custodian may refer to the fact that you are or were a recipient of the Custodian's services, and in that reference may describe generally the kind of retirement plan for which the Custodian provides or provided services for you. The Custodian will not reveal confidential information. You may revoke this permission on written notice to the Custodian.

11.18 Service of process

The Custodian has no authority to accept service of legal process on the Plan or on you. You will do nothing to suggest the Custodian has any such authority.

11.19 Successors

This Agreement binds and benefits each party and each party's successors. This Agreement binds and benefits AdvisorTrust's assignee.

11.20 Term

This Agreement remains in effect until ended according to any of the next six sentences.

- (1) You (or the Plan) may end this Agreement on 30 days' written notice to the Custodian.
- (2) The Custodian may end this Agreement on 60 days' written notice to you.
- (3) This Agreement ends when the Plan is merged into, or consolidated with, another retirement plan.
- (4) This Agreement ends when the Plan ends.
- (5) This Agreement ends when the Plan lacks a duly appointed and currently serving Administrator.
- (6) This Agreement ends when your Service Agreement with the Recordkeeper ends.

Following the end of this Agreement, no party has any continuing obligation concerning this Agreement, except as expressly stated by this Agreement.

11.20.1 Appointing another custodian

Whenever this Agreement ends (even if the Custodian ends it), you must name another custodian or a trustee that is eligible to serve regarding the Plan and the Custodial Account, and is, to the extent the Plan requires (including for an IRC § 403(b)(7) Custodial Account), a Bank; and you must give the Custodian written Instructions that are sufficient to enable the Custodian to deliver all Custodial Account assets to the other custodian or trustee.

If you do not name another custodian or trustee (or not all conditions of the preceding paragraph are met), the Custodian may:

- deliver the Custodial Account's assets to you and make you a trustee or custodian (unless the Custodian knows ERISA § 411 makes you ineligible to serve, or the Custodial Account is described in IRC § 403(b)(7) and you are not a Bank); or
- petition (at the Custodial Account's expense) a court for the court's appointment of another custodian or a trustee.

To seek a court's appointment of another custodian or a trustee, the Custodian may proceed in any court of South Dakota, and you and the Plan each submits to and consents to jurisdiction and venue in that court and forum. Also, the Custodian has all rights and protections provided in S.D. Codified Laws § 21-22-12.

11.20.2 No distribution of individual custodial accounts

Despite anything in or under § 110 of division O (the "Setting Every Community Up for Retirement Enhancement Act of 2019") of the *Further Consolidated Appropriations Act, 2020* that might permit a different arrangement, the Custodian has no obligation to serve after the Plan ends or when the Plan lacks a duly appointed and currently serving Administrator. In either circumstance, the Custodian may use its rights under ¶ 11.20.1.

11.21 Transaction not in Good Order

For any transaction, the Custodian may delay or reject a transaction not in Good Order.

11.22 Unclaimed property

If a payment is returned to the Custodian or otherwise is uncollected, the Custodian may discontinue further payments to the payee until the Custodian has received in Good Order your further Instructions. The Custodian need not notify you on each uncollected payment, and need furnish only periodic (but no less often than once each Year) reports.

11.23 Waiver of jury trial

Each party knowingly, voluntarily, deliberately, and intentionally waives its right to a trial by jury for any proceeding arising out of or relating this Agreement, any transaction this Agreement contemplates, and any tort relating to this

Agreement or anything done regarding this Agreement. A waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise. A party's waiver binds its successors and assignees.

12 Definitions and specially-used words and phrases

Whenever used in this Agreement, each of the following terms has the meaning stated or provided by this Part.

12.1 "Administrator"

Has the meaning ERISA § 3(16)(A) provides for the word *administrator* or, if ERISA does not govern the Plan, a similar role under Applicable Law or the Plan.

12.2 "AdvisorTrust"

Means AdvisorTrust, Inc., a South Dakota trust company.

12.3 "Affiliate"

Means a Person other than AdvisorTrust that, directly or indirectly:

- controls, is controlled by, or is under common control;
- has a relationship described by Investment Advisers Act § 202(a)(17);
- is part of a controlled group or combined group as defined IRC § 1563(a)(1)-(3);
- is part of a group that IRC § 414(b) or IRC § 414(c) treats as one employer; or
- has any relationship described by ERISA § 3(14)(E)-(I);

with, regarding, or concerning AdvisorTrust (or, if a related agreement uses this definition, the agreement's party that is other than you or the Plan).

12.4 "Affiliated Employer"

Means a Person, trade, or business that under IRC § 414 is treated as a part of an employer that includes any participating employer.

12.5 "Agreement"

Means, if not modified by the word "Trust" or a word other than "Service", the agreement stated by this document, including its Schedules, and everything made a part of this Agreement.

12.6 "Alternate Payee"

Has the meaning given by ERISA § 206(d)(3)(K) or the meaning ERISA § 206(d)(3)(K) would provide if part 2 of subtitle B of title I of ERISA governed the Plan.

12.7 "Applicable Law"

Means Federal Law or State Law if that Law governs the party's obligation under this Agreement or your duty concerning the Plan or its trust.

12.8 "Beneficiary"

Has the meaning given by ERISA § 3(8) or the meaning ERISA § 3(8) would provide if ERISA governed the Plan. But a Beneficiary excludes a Participant or an Alternate Payee.

12.9 "Business Day"

Means a day on which the New York Stock Exchange is open for regular trading.

12.10 "Claim"

Has the meaning given by ERISA § 503 or the meaning ERISA § 503 would provide if ERISA governed the Plan.

12.11 “Compensation”

Means receiving a payment of money; a right, even if conditional, and whether direct or indirect, to obtain a payment of money; or receiving, directly or indirectly, anything of value without prompt reimbursement for the actual expense or fair-market value of each good, service, or other thing of value provided.

12.12 “Covenant”

Means a representation, warranty, and promise concerning the making of this Agreement, or relating to an obligation or condition under this Agreement, each of which continues, with a further obligation to furnish any information that, if not furnished, could make the Covenant inaccurate, incomplete, or misleading.

12.13 “Custodian”

Means a bank, trust company, or broker-dealer that serves as a custodian of an account described as a custodial account in IRC § 401(f), IRC § 403(b), or 26 C.F.R. § 1.457-8(a)(3)(ii), or of an account held for a Trustee.

12.14 “Default Investment Alternative”

Means the particular Fund Shares or other Platform Investment you specify to Recordkeeper and AdvisorTrust as your Instruction on how to invest amounts that lack a Directing Person’s investment Direction.

A Default Investment Alternative may (but need not) be a Qualified Default Investment Alternative.

12.15 “Designated Investment Alternative”

Means a Fund’s Shares or another Investment that you, an Investment Manager, or another Fiduciary (or, if the Plan has no Fiduciary, the Plan Sponsor) identified as an Investment Alternative and intends as a *designated investment alternative* within the meaning of ERISA’s rules or, if ERISA does not govern the Plan, similarly intends as a choice for participant-directed investment.

12.16 “Direct Compensation”

Means a Fee received directly from the Plan or directly from you or a participating employer.

12.17 “Directing Person”

Means a Person—which may include a Participant, Beneficiary, or Alternate Payee—who or that has a right, duty, or obligation to decide whether to make or accept a contribution, or to give a Direction, including an investment Direction, under or regarding the Plan.

12.18 “Direction”, “Direct”, “Directed”

Means a written instruction or direction made or adopted by a Directing Person. “Direct” used as a verb refers to act of making or adopting a Direction. “Directed” used as an adjective refers to a Person who or that must act according to another Person’s Direction.

12.19 “Disclosure Brochure”

Means a document an Investment Adviser uses to meet requirements of 17 C.F.R. § 275.204-3, 17 C.F.R. § 279.1 [Part 2 of the SEC’s Form ADV], or similar Law.

12.20 “Disruptive Trader”

Refers to a Directing Person that a Fund or its agent has found engages in market-timing, frequent, or other trading in Fund Shares that is, or, if not deterred, could be, harmful to a Fund.

12.21 “Domestic-Relations Order”

Has the meaning ERISA § 206(d)(3)(B)(ii) provides for a *domestic relations order* or the meaning ERISA § 206(d)(3)(B)(ii) would provide if part 2 of subtitle B of title I of ERISA governed the Plan.

12.22 “Eastern Time”

Means, consistent with 15 U.S.C. §§ 260-267, the standard time in the United States’ eastern time zone (49 C.F.R. § 71.4) and, if there is a variation within that zone, the time in Pennsylvania and, if there is a variation within Pennsylvania, the time in Pennsylvania’s City of Philadelphia.

12.23 “Employer Securities”

Has the meaning provided by ERISA § 407(d)(4)-(5).

12.24 “Employer Securities Fund”

Means a Plan subtrust designed to invest primarily, but not exclusively, in Employer Securities, and to express Individuals’ proportionate interests as shares or units of the subtrust.

12.25 “ERISA”

Means titles I, III, and IV of the *Employee Retirement Income Security Act of 1974* (U.S. Public Law 93-406). ERISA is unofficially compiled as 29 U.S.C. §§ 1001-1461.

12.26 “Federal Law”

Means Law other than State Law of the United States of America.

12.27 “Fee”

Refers to a fee or charge shown on the Fee Schedule.

12.28 “Fee Schedule”

Refers to the Schedule so captioned.

12.29 “Fiduciary”

Means, when used as a noun, a Person who or that is a *fiduciary* within the meaning of ERISA § 3(21) or, if ERISA does not govern the Plan, a Person who or that is under Applicable Law a trustee, agent, or other fiduciary of the Plan or of the Plan’s trust or trust substitute (including a custodial account or an annuity contract).

And refers, when used as an adjective, to the responsibility, duty, or obligation the Fiduciary has under ERISA or Applicable Law.

12.30 “FINRA”

Refers to Financial Industry Regulatory Authority, Inc. and FINRA Regulation, Inc.

12.31 “Float Compensation”

Means the Compensation described in ¶ **Error! Reference source not found.** [“**Error! Reference source not found.**” at page 7].

12.32 “Form 5500 Report”

Means a report you file to comply with ERISA § 103, an information return you file to comply with IRC § 6058, or a report and return that meets both commands.

12.33 “404a-5 Rule”

Means 29 C.F.R. § 2550.404a-5 (*Fiduciary requirements for disclosure in participant-directed individual account plans*).

12.34 “Fund”

Means a particular registered investment company or series or portfolio of a registered investment company (whether or not Shares are redeemable), a collective investment fund, or a group trust that operates as an investment fund.

12.35 “Fund Indirect Compensation”

Means Indirect Compensation (including a 12b-1 fee, shareholder-services fee, subtransfer fee, revenue-sharing, or other fee) a Fund or a Fund’s service provider (including a Fund’s trustee, investment manager, Investment Adviser, underwriter, distributor, custodian, or transfer agent) pays AdvisorTrust, Recordkeeper, or an Affiliate for services regarding your Plan’s transactions involving the Fund’s Shares.

12.36 “Good Faith”

Means, for you, honesty in fact, awareness of the Plan’s provisions, and seeking advice when a Prudent Person in similar circumstances would seek advice. Further, Good Faith includes, to the extent that Applicable Law or the Plan or its trust requires you to act as a Fiduciary regarding the Plan or its trust, a Prudent effort to observe Fiduciary duties and principles.

Means, for AdvisorTrust (or, if a related agreement uses this definition, another person to the extent the other person does not serve as a Fiduciary), honesty in fact, awareness of your Instructions, and seeking your Instruction when a Prudent Person in similar circumstances would seek the Administrator's Instruction.

12.37 "Good Order"

Refers to a Direction, Instruction, or information that includes all information that is necessary to perform the service this Agreement requires, that is delivered by the means and in the form that Recordkeeper or AdvisorTrust reasonably requires, and that is not internally inconsistent.

For information about contributions and Loan repayments, Good Order includes that the allocation data must reconcile with the contributions and Loan repayments remitted and with the Participants' accounts as Recordkeeper recorded them.

12.38 "Governing Documents"

Has the meaning, regarding the Plan, ERISA § 404(a)(1)(D) provides for "the documents and instruments governing the plan" or the meaning that phrase would provide if part 4 of subtitle B of title I of ERISA governed the Plan.

12.39 "Implied Assent"

Means your assent to AdvisorTrust's proposed Instruction or other decision (including AdvisorTrust's proposed amendment of this Agreement) implied by an absence of your communication (or AdvisorTrust not receiving your communication) in a requested form by a requested time.

For example, if AdvisorTrust in writing (including electronic means) requests your Instruction or other decision, specifies a reasonable due date for when your Instruction or other decision is needed, describes which Instruction or other decision is presumed if AdvisorTrust does not receive your response by the due date, AdvisorTrust may rely on your Implied Assent to the described default Instruction or other decision.

12.40 "Independent Plan Fiduciary"

Means only you or another Fiduciary that or who is independent of PCS, AdvisorTrust, and every Affiliate of either.

12.41 "Indirect Compensation"

Means Compensation other than Direct Compensation.

12.42 "Individual"

Means a Participant, Beneficiary, or Alternate Payee.

12.43 "Instruction"

Means your decision or direction—whether by express communication or by Implied Assent—about the management, operation, or administration of the Plan, or about Recordkeeper's or AdvisorTrust's services.

12.44 "Internal Revenue Code" or "IRC"

Means the *Internal Revenue Code of 1986*. The Internal Revenue Code is unofficially compiled as title 26 of the United States Code.

12.45 "Investment"

Means money, a security, another right, or other property held for investment purposes and not held under a Processing Account or the Plan-Expenses Account or the bookkeeping account.

12.46 "Investment Adviser"

Refers to a Person that is an investment adviser within the meaning of the Investment Advisers Act.

12.47 "Investment Advisers Act"

Means the Federal *Investment Advisers Act of 1940*. The Investment Advisers Act is unofficially compiled as 15 U.S.C. §§ 80b-1 to 80b-21.

12.48 “Investment Alternative”

Means a Fund’s Shares or other Investment that you, an Investment Manager, or another Fiduciary (or, if the Plan has no Fiduciary, the Plan Sponsor) permit as an alternative available for participant-directed investment or, if ERISA does not govern the Plan, similarly permits as a choice for participant-directed investment.

12.49 “Investment Manager”

Has the meaning ERISA § 3(38) provides for the words *investment manager* or, if part 4 of subtitle B of title I of ERISA does not govern the Plan, a Person who or that has discretionary authority to manage, acquire, or dispose of a Plan asset.

12.50 “Law”

Means any statute, regulation, rule, decision, order, or other government action that has the effect of law of the United States of America or of its court or government agency, or, to the extent not preempted by Federal Law, of a State or any court or government agency of a State.

12.51 “Loan”

Means a loan of the kind 29 C.F.R. § 2550.408b-1(a)(3)(i) describes as a *participant loan* (even if that rule does not or could not apply regarding the Plan).

12.52 “Money-Market Fund”

Means a Fund that holds itself out as a money-market fund consistent with 17 C.F.R. § 270.2a-7, or that would be so described if the Fund were governed by the Investment Company Act of 1940.

12.53 “Money-Market Account”

Means an account (but not a Fund) that a bank (including a trust company) or broker-dealer describes as a money-market account.

12.54 “Natural Person”

Means a human being.

12.55 “New York Time”

Means, consistent with 15 U.S.C. §§ 260-265 and New York General Construction Law § 52, the time observed in the State and City of New York.

12.56 “Nonpublic Personal Information” or “NPI”

Has the meaning given by Gramm-Leach-Bliley Act [Public Law 106-102 (Nov. 12, 1999)] § 509(4) [113 Stat. 1443-1444 (1999)] (unofficially compiled as 15 U.S.C. § 6809(4)), applied by treating an Employee or Directing Person as a “consumer” and treating AdvisorTrust as the “financial institution”.

12.57 “Organization”

Means a Person other than a Natural Person.

12.58 “Participant”

Has the meaning given by ERISA § 3(7) or the meaning ERISA § 3(7) would provide if ERISA governed the Plan.

12.59 “PCS”

Means PCS Retirement, LLC or its Affiliate, Aspire Financial Services, LLC, or the successor or assignee thereof.

12.60 “Person”

Means a Natural Person, a corporation, a limited-liability company, an unincorporated association, a partnership, a joint venture, and anything that is a person within the meaning of ERISA § 3(9), IRC § 7701(a)(1), or Relevant Law.

12.61 “Plan”

Means the one retirement plan specified as the subject of this Agreement.

12.62 “Plan-Expenses Account”

Means an unallocated account to be used for Plan purposes you direct. Such an account is not for any Individual, and is not a forfeiture or suspense account, but an account you may use to receive amounts and invest for future payment or reimbursement of the Plan’s proper expenses.

Until you Instruct otherwise, the Trustee or Custodian will invest the Plan-Expenses Account (if available to and used by the Plan) under a Money-Market Account or similar account.

12.63 “Plan Sponsor”

Has the meaning ERISA § 3(16)(B) provides for the words *plan sponsor* or, if ERISA does not govern the Plan, refers to the employer that maintains the Plan.

12.64 “Plan Year”

Means, consistent with ERISA § 3(39), the period on which you report the Plan’s Form 5500 Report or, if neither ERISA nor IRC § 6058 requires a Form 5500 Report, the accounting year on which you keep the Plan’s records.

12.65 “Platform Investment”

Means an Investment that AdvisorTrust or your trustee or custodian can trade every Business Day with regular as-of pricing using only the omnibus clearing and trading arrangements AdvisorTrust (or the other trustee or custodian) regularly use for all retirement plans in the United States, and that otherwise is compatible with AdvisorTrust’s commercially reasonable business needs.

12.66 “Pooled-Employer Plan”

Has the meaning ERISA § 3(43) provides for the words *pooled employer plan*.

12.67 “Pooled-Plan Provider”

Has the meaning ERISA § 3(44) and IRC § 413(e)(3) provide for the words *pooled plan provider*.

12.68 “Pre-approved Document”

Has the meaning IRS Revenue Procedure 2017-41 (or a revised IRS procedure) gives for what that guidance calls a “pre-approved plan”.

12.69 “Processing Account”

Means a bank account or securities account maintained or used by Recordkeeper or the Trustee or Custodian to handle amounts to be processed for a contribution, investment, reinvestment, distribution, or otherwise regarding the Plan and other retirement plans.

12.70 “Prudence” “Prudent”

Means the degree of prudence, diligence, skill, care, and caution that would be exercised under the circumstances then prevailing that a prudent Person acting in and familiar with the same role as that of the Person whose conduct is evaluated would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Agreement and Applicable Law.

For you, Prudence includes Fiduciary prudence.

For AdvisorTrust, Prudence is commercially reasonable business prudence in seeking to meet AdvisorTrust’s obligation under this Agreement, and otherwise is no more than the ordinary care due absent a relationship.

For AdvisorTrust, Prudence is:

- for a Directed-Trustee Agreement, the prudence ERISA or Applicable Law, considering the limited scope and restrictions of the trusteeship, mandates;
- for a *Fiduciary Outsourcing* agreement, the prudence ERISA, considering the limited scope of the responsibility assumed, mandates;
- for a custodianship, the business prudence South Dakota Law, considering the agreement, mandates; and otherwise is no more than the ordinary care due absent a relationship.

12.71 “Qualified Default Investment Alternative”

Has the meaning 29 C.F.R. § 2550.404c-5 provides for a *qualified default investment alternative* or the meaning that rule would provide if part 4 of subtitle B of title I of ERISA governed the Plan.

12.72 “Qualified Domestic-Relations Order”, “QDRO”

Has the meaning ERISA § 206(d)(3)(B)(i) provides for a *qualified domestic relations order* or the meaning ERISA would provide if part 2 of subtitle B of title I of ERISA governed the Plan.

12.73 “Recordkeeper”

Refers to PCS Retirement, LLC or its Affiliate, Aspire Financial Services, LLC.

12.74 “Securities Account”

Has the meaning given by a Law based on § 8-501(a) of the Uniform Law Commission’s *Uniform Commercial Code*.

12.75 “Self-Directed Brokerage Account”

Means a Securities Account the Plan permits as an Investment Alternative.

12.76 “Service Agreement”

Means the agreement for recordkeeping services between you and PCS Retirement, LLC and/or its Affiliate, Aspire Financial Services, LLC, including all schedules, exhibits, etc. thereto. If you do not have an agreement for recordkeeping services between you and PCS Retirement, LLC and/or its Affiliate, Aspire Financial Services, LLC, but instead have recordkeeping services provided through an agreement with a third party who has engaged PCS Retirement, LLC and/or its Affiliate, Aspire Financial Services, LLC, the Service Agreement shall mean the agreement for recordkeeping services between you and such third party and the agreement for recordkeeping services between the third party and PCS Retirement, LLC and/or its Affiliate, Aspire Financial Services, LLC.

12.77 “Service Provider”

Means a Person you engage or permit (or a Directing Person engages or permits) to provide any service regarding the Plan. Without limiting the comprehensive effect of the preceding sentence, a Service Provider may include, for example, a recordkeeper, a trustee, a custodian, a lawyer, an accountant, and an Investment Adviser.

12.78 “Service Start Date”

Means the earlier of (i) the date AdvisorTrust receives your first payroll upload, or (ii) the date AdvisorTrust receives all conversion-in Plan assets.

12.79 “Shares”

Means shares or similar units of interest in a Fund.

12.80 “State”

Means a State of the United States of America, the District of Columbia, Puerto Rico, Guam, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession under the jurisdiction of the United States of America.

12.81 “State Law”

Means the Law (other than Federal Law) of a State.

12.82 “Summary Annual Report”

Means a report of the kind described in ERISA § 104(b)(3).

12.83 “Summary of Material Modifications”

Means a document of the kind so described in ERISA § 102.

12.84 “Summary Plan Description”

Means a document of the kind so described in ERISA § 102.

12.85 “Tax”

Means a pecuniary charge imposed or required by Law to support a government, whether or not described as a tax, including any tax imposed under the Internal Revenue Code or any State’s or nation’s Law. Without limiting the comprehensive effect of the preceding sentence, a Tax includes any interest, penalties, or additions to a Tax.

12.86 “Tax-Qualified Plan”

Means a plan that meets all Internal Revenue Code conditions for Federal income Tax treatment as a plan described in IRC § 401(a), IRC § 403(b), or IRC § 457(b).

12.87 “Tax Return”

Means any return, declaration, or election (including every schedule or exhibit to it) concerning the computation, declaration, assessment, or collection of any Tax or reporting information for any Tax purpose, including any report required or permitted under IRC § 6033 or IRC § 6058.

12.88 “Trustee”

Refers to the Person who or that serves as trustee of the Plan’s trust.

12.89 “Year”

Means, when not modified by an adjective (such as in Plan Year or limitation year), a calendar year.

13 Construction

13.1 Construction

The provisions of this Part 13 govern the construction or interpretation of this Agreement.

13.2 Construction as jointly drafted

This Agreement will be construed as jointly drafted by AdvisorTrust and you, and not for or against any party.

13.3 Furnish includes causing to be furnished

A reference in this Agreement to “furnish” includes “or cause to be furnished” if the party that must or may furnish information adopts the information furnished or the circumstances make it reasonable for the relying party to believe that the other party adopted the information.

13.4 Performance includes causing performance

A reference in this Agreement to an action includes causing performance of the action.

13.5 References to or within this Agreement

The phrase “under this Agreement” refers to the Agreement as a whole, and not merely to a Part or provision in which the phrase appears. Any reference to a Part of this Agreement refers to the whole Part. Any reference to a definition or provision of this Agreement refers to the whole definition or provision, unless the reference specifies a particular portion or paragraph of the definition or provision.

13.6 Usage conventions

This Agreement must be construed according to this provision’s usage rules, even if such a usage otherwise would result in a construction contrary to a reader’s expectation.

13.6.1 Gender

A use of a word of one gender includes the corresponding words of the other genders.

13.6.2 Series

A reference to a series of numbers or letters includes the first and the last number or letter.

13.6.3 Tense

A use of a word in the present tense includes the future tense.

13.6.4 Person

includes

successors

A reference to a Person will be construed to include his, her, or its successor, assignee, receiver, administrator, executor, or personal representative.

13.7 Words deliberately used

The words and phrases defined below have the meanings stated by this provision, even if such a meaning otherwise would be contrary to a reader’s expectation.

13.7.1 “As”, “if”

A use of the word “as” or “if” includes the phrase “to the extent that”.

13.7.2 “For example”

A use of the phrase “for example” indicates a non-restrictive example or a non-restrictive illustration.

13.7.3 “Includes”, “including”

A use of the word “includes” includes the phrase “but is not limited to”. A use of the word “including” includes the phrase “but not limited to”.

13.7.4 “May”

The word “may” confers a power, authority, right, or privilege. A use of the word “may” includes the phrases “but need not” and “but is not required to”.

13.7.5 “May not”, “must not”, “will not”

The words “may not”, “must not”, or “will not” preclude a power.

13.7.6 “Must”

The word “must” states an obligation, requirement, or condition precedent.

13.7.7 “Will”

The word “will” states an obligation, requirement, or condition precedent.

13.8 Common usage

Unless a phrase or word is defined by this Agreement or by a statute or rule cited in this Agreement, the phrase’s or word’s meaning is according to its context, the rules of grammar, and common usage.

ADVISORTRUST, INC.
 By: 
 Name: Nazareno Regalbuto
 Title: President

PLAN ADMINISTRATOR

By: _____
 Name: _____
 Title: _____
 Date: _____

Exhibit A

Fees will be assessed pro rata against the accounts of participants with balances in the Plan, meaning that each participant with a balance in the Plan will be charged in proportion to the percentage that the participant's assets represent relative to the total assets of the Plan.

Custodial Services:

Paid from Custodial Administration Services Fee charged by PCS Retirement, LLC or its Affiliate, Aspire Financial Services, LLC.

Additional Custodial Services:

Service	Rates
Annual Certified Trust/Custodial Statement	No Charge
Monthly Custody Statement (Plan Level)	Electronic Delivery: No Charge Paper Delivery: \$10/Statement <input type="checkbox"/> The default delivery method will be electronic delivery. Check this box if Client elects paper delivery (for the additional fee).

Additional Client Elections:

Check this box if Plan Sponsor elects to participate in the Advisor Trust Auto Rollover Program. By checking this box, Plan Sponsor acknowledges receipt of detailed information about the program and applicable fees.