

403(b)_{Non-ERISA}

PLAN ESTABLISHMENT GUIDE

Presented by:

MASTER RECORDKEEPER PLAN ESTABLISHMENT CHECKLIST

Thank you for choosing us as your retirement plan provider. This Plan includes all the material you need to begin the plan installation process.

To establish the plan, the following actions need to be completed.

STEP 1 Complete the following sections on the form:

- Plan Sponsor Information
- Payroll Remittance
- Authorized Plan Sponsor Persons
- Authorized Service Providers
- Plan Investments

STEP 2 Return the completed/signed forms to Aspire-IPX and retain a copy for your records:

Email:

IPXplansetup@pcsretirement.com

FAX:

Attn: Plan Setup
(720) 739-4711

Mail: (accepts overnight mail)

IPX Retirement c/o PCS Retirement
Attn: Plan Setup
3000 Chestnut St, Until 7767
Philadelphia, PA 19101

Once we receive your completed Plan Establishment Guide and all necessary documentation in good order, your plan profile will be established on our platform and we will coordinate with your designated service providers.

PROGRAM ESTABLISHMENT

SECTION 1 PLAN SPONSOR INFORMATION

<input type="text"/>	<input type="text"/>	<input type="text"/>	
Employer/Plan Name	Employer Tax Identification Number	Number of Employees	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Contact Name	Title		
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Address	City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Phone Number	Fax	Email Address	

SECTION 2 PAYROLL REMITTANCE

Payroll Schedule: Weekly Bi-Weekly Semi-monthly Monthly

Payroll Remittance: Employer Plan Administrator (Provide company information in Section 3)/TPA

If Self-Administering complete contact information below.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Payroll Contact Name	Phone Number	Email Address

SECTION 3 AUTHORIZED SERVICE PROVIDERS

PLAN ADMINISTRATOR/TPA

<input type="text"/>	<input type="text"/>		
Company Name	Contact Name		
<input type="text"/>	<input type="text"/>		
Address	City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Phone Number	Fax	Email Address	

SECTION 4 AUTHORIZED PLAN SPONSOR PERSONS INFORMATION

Any individual whom the plan sponsor authorizes on its behalf and that has full access to authorize distributions and loan processing must be an Authorized Person. Authorized Person(s) MAY be responsible for providing plan and participant related data, verifying the accuracy of plan contributions, and verifying transactions; as applicable. All plan participant and employee data available through **Aspire-IPX** is considered confidential and must be treated as such by all Authorized Persons.

The Plan Sponsor may want to authorize at least two people to act in the capacity of Authorized Person(s) in order to ensure that at least one Authorized Person is available when needed. If additional Authorized Person(s) are desired, please provide additional authorized person(s) information.

AUTHORIZED PERSON

<input type="text"/>	<input type="text" value="/"/>	<input type="text" value="/"/>	<input type="text" value=""/>
Signature	Date (month / day / year)		
<input type="text"/>	<input type="text"/>		
Authorized Person Name	Title		
<input type="text"/>	<input type="text"/>		
Phone Number	Email Address		

AUTHORIZED PERSON

<input type="text"/>	<input type="text" value="/"/>	<input type="text" value="/"/>	<input type="text" value=""/>
Signature	Date (month / day / year)		
<input type="text"/>	<input type="text"/>		
Authorized Person Name	Title		
<input type="text"/>	<input type="text"/>		
Phone Number	Email Address		

SECTION 5 AUTHORIZED SERVICE PROVIDERS

RECORDKEEPER / ADMINISTRATOR

Aspire-IPX Retirement
3000 Chestnut St, Unit 7767
Philadelphia, PA 19101
Phone: (833) 264-1502
Fax: (720) 739-4711
Email address: IPXplansetup@pcsretirement.com

CUSTODIAN

AdvisorTrust, Inc.
3000 Chestnut St, Unit 7767
Philadelphia, PA 19101
Email address: IPXplansetup@pcsretirement.com

AUTHORIZED ADVISOR / AGENT FIRMS

Please select one of the options below:

Check this box if you permit an Open advisor/agent policy for this plan.

An Open advisor/agent policy allows participants the freedom to work with a financial professional of their choosing.

Check this box for an Authorized advisor/agent policy for this plan.

An Authorized advisor/agent policy restricts participants to working with the firms listed below.

<input type="text"/>	<input type="text"/>
Company Name	Contact Name

<input type="text"/>	<input type="text"/>
Phone Number	Email Address

<input type="text"/>	<input type="text"/>
Company Name	Contact Name

<input type="text"/>	<input type="text"/>
Phone Number	Email Address

<input type="text"/>	<input type="text"/>
Company Name	Contact Name

<input type="text"/>	<input type="text"/>
Phone Number	Email Address

<input type="text"/>	<input type="text"/>
Company Name	Contact Name

<input type="text"/>	<input type="text"/>
Phone Number	Email Address

SECTION 6 PLAN INVESTMENTS

List all investment programs/products that will be authorized in your Plan.

Investment Program/Product Name:

Investment Program/Product Name:

Investment Program/Product Name:

Investment Program/Product Name:

Investment Program/Product Name:

Investment Program/Product Name:

EMPLOYER/PLAN SPONSOR SIGNATURE

The undersigned individual represents and warrants that he or she has read and received copies of the Recordkeeping Agreement and Custodial Agreement. The undersigned acknowledges that he or she understands the terms of these agreements, is authorized to sign and enters into these agreements. The undersigned also acknowledges and agrees that fees will be applied and collected based on the provider/products that the Plan Sponsor has selected, and that the Plan Sponsor has been advised to seek professional, legal and tax advice relative to entering into these agreements and making the provider/product selections and that no such advice has been provided by the Custodian or Recordkeeper. Furthermore, on behalf of the Plan Sponsor, the undersigned agrees and understands that the Plan Sponsor is solely responsible for the administration and investment of the assets of the Plan and hereby agrees to indemnify and hold the Custodian and its affiliates harmless from any consequences related to following directions provided by the Plan Sponsor or any of the designated persons authorized to provide directions to the Custodian.

▶ / /

Signature Date (month / day / year)

Authorized Person Name Title

FOR CUSTODIAN USE ONLY

▶ / /

Authorized Signature IPX/Custodian Date (month / day / year)

FOR RECORDKEEPER USE ONLY

▶ / /

Authorized Signature IPX/Recordkeeper Date (month / day / year)

RECORDKEEPING AGREEMENT

This IPX Recordkeeping Service Agreement (“Agreement”) is entered into by Aspire Financial, Aspire-IPX and the sponsor (“Plan Sponsor”) of the retirement plan governed by applicable Internal Revenue Codes, for the purpose of providing certain non-fiduciary recordkeeping and/or administrative services:

ARTICLE 1 - SERVICES

1.1 Scope of Services. Plan Sponsor hereby engages IPX to provide certain non-fiduciary services to the Plan as described in Schedule A – Recordkeeping Services and Fees (“Services”). Plan Sponsor agrees to compensate IPX for such Services as described in Schedule A. Except as set forth in this Agreement, all other responsibilities related to the Plan remain with the Plan Sponsor.

1.2 Services Not Included

1.2.1 Fiduciary Services. Plan Sponsor acknowledges and agrees that all Services are non-fiduciary in nature and that IPX does not act as a fiduciary to Plan Sponsor, the Plan, or any Participant (including beneficiaries) in or eligible to participate in the Plan (“Participant”). IPX’s Services are not discretionary in nature and IPX shall in no event be the “plan administrator” of the Plan under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or other applicable law.

1.2.2 Advisory Services. Plan Sponsor acknowledges and agrees that IPX may make available multiple investment options for use in the Plan but IPX does not recommend any specific investment option to any person or entity, or make any determination regarding the suitability of any investment option for any person or entity. IPX cannot and does not provide any tax, legal, investment, accounting or other advice (“Advice”) to Plan Sponsor, the Plan, or any Participant. To the extent any tax, legal, investment, accounting or other advice is required or desired, Plan Sponsor and/or the Participant will be responsible for obtaining such advice from a qualified third party at the Plan Sponsor’s and/or Participant’s own expense.

1.2.3 Compliance Services. All responsibility for maintaining the Plan in compliance with regard to legal or tax matters shall remain with the Plan Sponsor or its agents engaged for such purposes, and in no event shall any responsibility for maintaining the Plan in compliance with regard to legal or tax matters lie with IPX. IPX sole responsibility is to provide the recordkeeping services for the Plan and Plan Participant accounts and not to assist with the administration of the Plan. It is solely the responsibility of the Plan Sponsor to determine whether the Services and the method in which they are provided comply with applicable law and to perform, or engage other third party administrators to perform, Plan administration and compliance services.

1.2.4 Custodial/Trustee Services. Plan Sponsor acknowledges and agrees that IPX does not hold assets or securities for the Plan or act as custodian or trustee for any assets or securities. To the extent that any custody or trustee services are referenced in this Agreement, such services shall be provided by a qualified custodian.

ARTICLE 2 - DUTIES AND OBLIGATIONS OF IPX

2.1 Provision of Services. IPX will perform the Services and abide by all terms of this Agreement. Plan Sponsor acknowledges and agrees that IPX will rely on Plan Information (as described more fully in Article 3.2 below) provided by or on behalf of Plan Sponsor. IPX will not be responsible for any improper performance of, or failure to perform, any Service due, in whole or in part, to the receipt of no, incomplete or incorrect Plan Information. IPX shall be under no duty in performing the Services hereunder greater than a duty of ordinary care, or to take any action unless agreed to in writing, to inquire into the correctness, completeness or in any other respect of any direction or communication from the Plan Sponsor or a Participant, to enforce any provision of the Plan, or to inquire into the status of the Plan.

2.2 Access to and Availability of IPX.

2.2.1 Grant of License. IPX grants Plan Sponsor a non-exclusive, non-sub-licensable, and non-transferable, limited license to access and use IPX Platform with regard to the Plan in accordance with the terms of this Agreement and any applicable terms of use provided on the website to access IPX Platform and upon logging into IPX Platform. IPX and its licensors retain all right, title, and interest in and to IPX Platform and all portions thereof, including without limitation, all intellectual property rights to all software, applications, and source code.

2.2.2 Additional Users. Access to IPX Platform is available online through the use of unique user IDs and passwords issued by IPX. Based on information and direction from Plan Sponsor, IPX will issue unique user IDs and passwords to authorized persons/entities. Plan Sponsor assumes full responsibility for the access and use of IPX Platform by all such persons/entities and for ensuring that access and use are in accordance with this Agreement and applicable terms of use.

2.2.3 Availability and Reliability. IPX will use commercially reasonable efforts to maintain availability of IPX Platform twenty-four (24) hours per day, seven (7) days per week, except as may be required to conduct normal hardware or software maintenance. IPX Platform will use best efforts to schedule maintenance to limit interruption in the availability of IPX. In the event of an unscheduled interruption, IPX will apply appropriate internal and external resources to resolve the problem and return IPX Platform availability as soon as practicable. During scheduled and unscheduled interruptions, Plan Sponsor may be unable to transmit and receive data via IPX Platform. Plan Sponsor agrees to cooperate with IPX during such interruptions, including without limitations, transmitting information via other means.

ARTICLE 3 - DUTIES AND OBLIGATIONS OF PLAN SPONSOR

3.1 Plan Sponsor Role. Plan Sponsor represents and warrants that, under applicable law, Plan Sponsor is eligible to sponsor and maintain the Plan, and that the Plan is applicable to the Internal Revenue Code section based on plan type identified in Custodial Agreement. Plan Sponsor represents and warrants that it sponsors and maintains the Plan in accordance with the terms of a written plan document. Plan Sponsor represents and warrants that, as sponsor of the Plan, it has the requisite power and authority to enter into this Agreement on behalf of the Plan and to fulfill all obligations under this Agreement. Plan Sponsor agrees that it is solely responsible to ensure that contributions are made to the Plan’s custodial account(s) or annuity contract(s) and that all financial obligations of the Plan are met and that IPX has no responsibility to require or enforce any Plan funding or other financial obligations.

3.2 Plan Information. IPX’s provision of Services is conditioned on Plan Sponsor’s providing IPX with certain information (“Plan Information”) which is reasonably necessary for IPX to provide the Services. Plan Information includes, without limitation, information requested by IPX on documents related to initial set-up of the Plan on IPX Platform (“Set-Up Documents”), information provided to IPX, and information requested by or provided to IPX through less formal methods. Plan Sponsor acknowledges and agrees

that IPX is not obligated to review, verify, confirm, or request updates to Plan Information. Plan Information shall include, without limitation:

3.2.1 Information about the Plan. Plan Sponsor will provide IPX with information about the Plan and its provisions in a format determined by IPX. Plan Sponsor will provide to IPX, a copy of the Plan’s governing documents, but IPX shall have no obligation to verify or confirm that the information provided by Plan Sponsor in Set-Up Documents or by other methods is consistent with the Plan’s governing documents.

3.2.2 Payroll and Census Information. Plan Sponsor is responsible for making timely contributions to the Plan. Plan Sponsor is responsible for providing accurate and complete payroll and census information to IPX in a timely manner, including directions regarding the allocation and investment of contributions among Participants, the type of contribution (pre-tax deferral, Roth deferral, employer matching contribution, employer non-elective contribution, rollover, etc.) and any other information necessary to allocate, credit and invest properly any contributions to the Plan. Failure to provide such payroll and census information to IPX in an accurate, complete, and timely manner may have negative results, including without limitation, delays in the investment of contributions, which may result in the assessment of fines or penalties.

3.2.3 Information about Vesting. Plan Sponsor is responsible for maintaining and providing to IPX information regarding the vesting of Participants’ balances. Although IPX Platform may include tools to track vesting in some circumstances, it is the responsibility of the Plan Sponsor to determine whether these tools are applicable and useful based on the terms of the Plan.

3.2.4 Information about Transactions. Plan Sponsor is responsible for (i) providing IPX with necessary approval to process loans, distributions, transfers, rollovers, domestic relations orders, and other applicable transactions related to the Plan; (ii) verifying eligibility for approved transactions, including without limitation, making determinations as to whether assets qualify for a rollover into the Plan; and (iii) reviewing all transactions processed in the Plan to verify the accuracy of the processing of such transactions. Plan Sponsor shall timely notify IPX of any inaccuracy with regard to any processed transactions.

3.2.5 Information about Outside Assets. If any assets of the Plan are held in any outside asset, brokerage account, or other investment in a manner that does not allow and require the custodian of such assets to provide to IPX daily valuations and other relevant information about the investment of such assets, Plan Sponsor is responsible for ensuring that IPX is provided with all necessary information related to the investment of such assets and to ensure that the information is accurate, complete, and that the asset value is provided at least quarterly. If asset value is not provided timely, the asset will be removed from the Plan.

3.2.6 Notification and Instructions for Resolving Plan Issues. IPX will keep detailed records for the purpose of providing the Services while this Agreement is in effect and make reports available to the Plan Sponsor and Participants, as applicable. Plan Sponsor is responsible to review all transactions that occur within the Plan and to timely notify IPX of any errors or issues related to Plan transactions. Plan Sponsor is responsible for providing IPX with clear instructions on resolving any errors or issues that arise with regard to the Plan. IPX shall not be responsible to take any discretionary action, to advise Plan Sponsor on such matters, or for the results of following Plan Sponsor’s instructions. Ninety days after IPX provides reports and records to the Plan Sponsor and/or Participants, IPX will be released and discharged from all liability concerning our performance with regard to this Agreement, as reflected by the reports and records. The reports and records that IPX creates are in support of the provision of Services and do not, and are not intended to, relieve the Plan Sponsor or other Plan fiduciaries from their statutory and regulatory obligations under applicable law.

3.2.7 Authorized Persons. Plan Sponsor is responsible to designate one or more persons (“Authorized Persons”) who shall have sponsor-level access to IPX and authority to act on behalf of Plan Sponsor. Plan Sponsor shall be fully responsible for acts and omissions of Authorized Persons. IPX shall be entitled to rely on the signature of any Authorized Person or the entry of the Authorized Persons’ user IDs and passwords into IPX, as having the same legal authority as the signature of Plan Sponsor. IPX shall be entitled to rely and act on information, authorization, instruction, or other direction from any Authorized Person as if that information, instruction, or other direction came from Plan Sponsor. Plan Sponsor shall notify IPX immediately upon any change to the list of authorized persons and such change shall be incorporated into and made part of this Agreement.

3.3 IPX.

3.3.1 Access to IPX Platform. Plan Sponsor’s license to access and use IPX Platform (as described above Article 2.2) shall include access and use by Authorized Persons and Plan Participants and may include access and use by Third Party Service Providers, and other persons/entities as requested by Plan Sponsor. Participants shall have access only with respect to information regarding their own Plan subaccount. Plan Sponsor shall be responsible for providing IPX with information on the persons/entities to be granted access to IPX Platform and the level of access and authority to be provided to each person/entity. Plan Sponsor is responsible to timely notify IPX of any change to the level of access to be allowed.

3.3.2 Prohibited Acts. Certain actions shall be prohibited with regard to IPX, including without limitation:

3.3.2.1 Accessing or using IPX Platform in violation of any applicable law or regulation;

3.3.2.2 Co-branding or framing any portion of IPX Platform without the express written consent of IPX Retirement;

3.3.2.3 Reverse engineering, decompiling, disassembling, reproducing, hacking, tampering with, or taking similar actions with regard to IPX Platform or any portion thereof;

3.3.2.4 Adding, removing, or altering any of the text, logos, trademarks, service marks, or other elements or information on IPX Platform without IPX’s express written consent;

3.3.2.5 Introducing into IPX Platform or any portion thereof, material that might impair, interrupt, limit, interfere with, damage, disable, overburden, or destroy the functionality or operation of IPX Platform or any portion thereof, computers, computing devices, networks, software, hardware, telecommunications systems, or other property of IPX or of other users of IPX Platform (“Harmful Elements”) including without limitation, viruses, worms, computer code, files, programs, or other similar mechanisms;

3.3.2.6 Attempting to compromise the security of IPX Platform, including without limitation, using tools designed to compromise security such as password guessing programs, cracking tools, or network probing tools;

3.3.2.7 Using a user ID or password other than the user ID and password uniquely attributable to the user;

3.3.2.8 Accessing, collecting, storing, or disclosing personal information about any person without all appropriate, express, written consents;

- 3.3.2.9** Taking any action with regard to any assets, plan, or account without all necessary and proper authority and permission;
- 3.3.2.10** Using IPX Platform or any other portion thereof to invoice or direct payment of amounts that are prohibited in any way by the governing documents of the applicable plan, by the applicable service agreements, or by applicable law or regulation; and
- 3.3.2.11** Sublicensing IPX Platform in any way, including without limitation, acting as a service bureau.
- 3.4 Third Party Service Providers.**
- 3.4.1** Plan Sponsor may elect to have IPX facilitate payment of amounts due to non-IPX service providers to the Plan ("Third Party Service Providers"). If any Third Party Service Provider is named in Set-Up Documents, or if IPX is later notified of the engagement of any Third Party Service Provider to provide services to the Plan, the terms of this Article 3.4 shall apply. With regard to each Third Party Service Provider, including without limitation a provider of custodial and/or trustee services to the Plan ("Custodian"), to which Plan Sponsor directs IPX to facilitate payment, Plan Sponsor represents and warrants the following:
- 3.4.1.1** That Plan Sponsor has entered into a separate agreement ("Third Party Service Provider Services Agreement") with the Third Party Service Provider to provide services to the Plan and that the Plan Sponsor will provide a copy of the Third Party Service Provider Service Agreement to IPX upon request;
- 3.4.1.2** In the case of a Custodian, that the Third Party Service Provider Services Agreement provides for custody and/or trustee services to the Plan, including without limitation, services as custody agent for all cash awaiting investment, the execution and clearing of transactions, and for customary exchanges of information between IPX and Custodian; and
- 3.4.1.3** That Plan Information provided to IPX by or on behalf of Plan Sponsor about amounts to be paid to the Third Party Service Provider accurately reflect the amounts and payment methods applicable under the Third Party Service Provider Services Agreement; and
- 3.4.1.4** That Plan Sponsor deems the services in the Third Party Service Provider Service Agreement to be necessary and the compensation for such services to be reasonable and properly payable from Plan assets, if the terms of this Agreement provide for IPX to facilitate such payment or if IPX is directed to initiate such compensation from Plan assets.
- 3.4.2** IPX will be responsible for facilitating payments in accordance with the terms of this Agreement and as otherwise directed in writing by Plan Sponsor. Plan Sponsor agrees to regularly monitor the assessment of fees against Plan assets and to notify IPX immediately upon discovery of any discrepancy or potential error in any assessment. IPX shall not be responsible for any losses resulting from an error in any assessment if IPX's actions were in accordance with this Agreement or with directions from or on behalf of Plan Sponsor or if IPX was not notified of the error within thirty (30) days of the occurrence of the error.
- 3.4.3** IPX's facilitation of payments to Third Party Service Providers is conditioned upon Plan Sponsor's providing all necessary information, including without limitation, (i) information about the Third Party Service Provider; and (ii) clear instructions about what assets are to be used to pay the Third Party Service Provider. If assets to be used to pay the Third Party Service Provider are to be assessed from Participants' accounts, Plan Sponsor is responsible for providing IPX with clear instructions on the manner in which such assessments are to be made. As between IPX and Plan Sponsor, IPX shall be responsible for ensuring that payments are made in accordance with the direction provided by Plan Sponsor, and Plan Sponsor shall have exclusive responsibility to review payments for accuracy, reasonableness, compliance with law and regulation, and for all other purposes.

ARTICLE 4 - COMPENSATION

- 4.1 IPX Compensation.** Plan Sponsor agrees to pay IPX the compensation based on fees stated within product fact sheet(s) (supplied by Financial Professional) in addition to any ancillary fees set forth in Schedule A, which may be amended from time to time in the manner set forth in Article 11 of this Agreement. Except as set forth in Schedule A, IPX does not receive any direct compensation, indirect compensation, compensation set on a transaction basis, compensation charged directly against the plan's investment and reflected in the net value of the investment or any compensation in connection with termination of this Agreement. Upon termination of this Agreement, no amounts paid to IPX will be refunded, as no amounts are to be pre-paid under this Agreement.

To the extent that any IPX Fees are to be paid by the Plan Sponsor to IPX, Plan Sponsor agrees to timely pay such Fees upon receipt of an invoice from IPX. In the event that Plan Sponsor elects to have any Fees paid in any manner other than directly from Plan Sponsor, including without limitation, directing IPX to assess Fees against Plan assets, to the extent that there are insufficient funds to fully compensate IPX in the manner elected, Plan Sponsor shall be responsible for payment of any unpaid amounts.

ARTICLE 5 - CONFIDENTIALITY

- 5.1 Confidential Information.** For Services to be provided under this Agreement, Parties may exchange certain nonpublic information which is to be maintained as confidential ("Confidential Information"). Confidential Information shall include, without limitation, (i) nonpublic personal information ("NPPI") as defined in the Gramm-Leach-Bliley Act; (ii) user IDs and passwords to access IPX Platform; (iii) nonpublic financial information related to the Plan (iv) information related to proprietary software, applications, or other technology within IPX Platform or other products/services; and (iv) other information indicated to be confidential on or after disclosure. Such information shall be considered Confidential Information regardless of whether it was provided orally, in writing, electronically, or in any other format.

Confidential Information shall not include any information which (i) is, or becomes, generally available to the public other than as a result of disclosure in violation of this Agreement; (ii) is known to the receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is, or becomes, available on a non-confidential basis from a source other than a Party to this Agreement; or (iv) was, or is, independently developed without reference to Confidential Information. Confidential Information shall not include any NPPI or nonpublic financial information related to the Plan where such information has been aggregated with other information and is no longer attributable to a single person or entity.

The Parties agree not to disclose or make use of Confidential Information disclosed by the other Party except (i) in connection with or in furtherance of the Services set forth in this Agreement; (ii) in response to a valid subpoena or similar legal obligation to disclose such information; or (iii) as required by applicable law or regulation. The Parties agree to take reasonable measures to maintain the confidentiality of Confidential Information, which will be in no event less than the measures that Party uses to maintain the confidentiality of its own information.

- 5.2 Security.** IPX uses commercially reasonable measures, including without limitation, encryption and firewalls, to prevent unauthorized access to Confidential Information. Plan Sponsor, however, acknowledges and agrees that the internet is an open system

and that IPX does not and cannot warrant or guarantee that third parties cannot or will not intercept or modify information transmitted via the internet.

Plan Sponsor acknowledges and agrees that Third Party Service Providers issued a user ID and password will have access to certain Confidential Information and that Plan Sponsor is responsible for ensuring that the applicable Third Party Service Provider Service Agreements provide sufficient protections regarding Confidential Information.

IPX makes access to IPX Platform available online upon the entry of a user ID and password combination associated with a single person/entity and with specific levels of access and authority granted to that person/entity. Each user ID and password is intended for use only by the single person/entity to which the user ID and password combination was assigned. Each person/entity shall be responsible for maintaining the security and confidentiality of the user ID and password assigned to him/her/it and to notify IPX immediately of any loss, theft, or other potential for unauthorized access to the user ID and password.

IPX will rely on the entry of a valid user ID and password combination as verification of the identity of the person/entity accessing IPX Platform. Entry of a valid user ID and password combination shall be the legal equivalent of the written signature of the person/entity to which that user ID and password are assigned, authorizing IPX to act on the activities conducted in IPX Platform under that user ID and password. IPX shall be under no obligation to further confirm the identity or authority of any person/entity that enters a valid user ID and password combination into IPX Platform. IPX shall not be responsible for any damages resulting from the use of a user ID and password by someone other than the person/entity to which it was assigned.

ARTICLE 6 - INDEMNIFICATION

- 6.1 Indemnification in Favor of Plan Sponsor.** IPX agrees to indemnify and hold harmless Plan Sponsor and its shareholders, directors, officers, employees, agents, successors, and assigns ("Plan Sponsor Indemnified Parties") against and in respect of any and all damages, deficiencies, expenses (including without limitation, reasonable attorneys' fees), liabilities, or other losses (collectively, "Damages") the Plan Sponsor Indemnified Parties incur, pay, or sustain, solely as a result of a breach by IPX of any agreement, covenant, representation, or warranty contained in this Agreement, or any act or omission by IPX that constitutes negligence, gross negligence, or willful misconduct.
- 6.2 Indemnification in Favor of IPX.** Plan Sponsor agrees to indemnify and hold harmless IPX, its affiliates, and the directors, officers, employees, agents, successors, and assigns of each ("IPX Indemnified Parties") against and in respect of any and all Damages the IPX Indemnified Parties incur, pay, or sustain solely as a result of a breach by Plan Sponsor of any agreement, covenant, representation, or warranty contained in this Agreement or any act or omission by Plan Sponsor that constitutes negligence, gross negligence, or willful misconduct.

ARTICLE 7 - DISPUTE RESOLUTION

- 7.1 Arbitration.** Any controversy or claim arising out of this Agreement or the subject matter of this Agreement (whether sounding in contract, tort, or otherwise) shall be settled through arbitration in Denver, Colorado in accordance with the then-existing applicable rules of the American Arbitration Association. The award of the arbitrator(s) shall be final and binding on all Parties, and the judgment upon the award may be entered in any court with competent jurisdiction. Each Party shall bear its own costs, attorneys' fees, and an equal share of any arbitration fees.
- 7.2 Jurisdiction.** The terms of this Article 7 do not constitute a waiver of the Parties rights to a judicial forum in instances where arbitration would be void under applicable law. In such instances, the Parties agree that the state and federal courts residing in Denver County, Colorado shall have exclusive jurisdiction over such matters, and the Parties waive any objection to such courts' jurisdiction.

ARTICLE 8 - LIMITS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL IPX BE LIABLE FOR ANY DAMAGES RESULTING FROM A CAUSE OVER WHICH IPX DOES NOT HAVE DIRECT CONTROL, INCLUDING WITHOUT LIMITATION, ANY ACTION OR INACTION BY PLAN SPONSOR, CUSTODIAN, A THIRD PARTY SERVICE PROVIDER, A PARTICIPANT, OR OTHER PERSON/ENTITY; ANY DEFECTS OR FAILURES OF ANY THIRD PARTY PRODUCT OR SERVICE; ANY DEFECT OR FAILURE OF ELECTRONIC OR MECHANICAL OR COMMUNICATIONS EQUIPMENT OR SERVICES; GENERAL INOPERABILITY OF THE INTERNET; UNAUTHORIZED ACCESS, THEFT, OR OPERATOR ERROR.

IN NO EVENT SHALL IPX BE LIABLE FOR LOSS OF PROFITS OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED, REGARDLESS OF WHETHER IPX WAS ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. IN NO EVENT SHALL IPX BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT IPX RECEIVED FOR RECURRING RECORDKEEPING SERVICES PURSUANT TO SCHEDULE A DURING THE PRIOR SIX MONTHS AS PAYMENT FOR THE SERVICES TO THE PLAN UNDER THIS AGREEMENT. PLAN SPONSOR ACKNOWLEDGES AND AGREES THAT IPX HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE COMPENSATION TO BE PAID TO IPX UNDER THIS AGREEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT.

ARTICLE 9 - TERM OF AGREEMENT

This Agreement shall become effective upon IPX's first provision of any Service following the execution of this Agreement by both Parties and shall remain in effect until terminated by any Party. Any Party may terminate this Agreement by providing to the other Party ninety (90) days' written notice of its intent to terminate the Agreement. IPX shall receive Fees for Services provided through the date of termination or, if later, the date that the conversion of all requested Plan information to a new recordkeeping services provider is complete. Upon notice of termination of the Agreement, IPX shall be entitled to any applicable fees listed in Schedule A. Upon completion of conversion of all requested Plan information to a new recordkeeping services provider, IPX shall have no obligation to maintain or retain any information with regard to the Plan.

ARTICLE 10 - NOTICE

Any notice required or permitted by this Agreement shall be sufficient if in writing; sent via U.S. mail, registered mail, or overnight courier service; and if to IPX, delivered to IPX Retirement c/o PCS Retirement, Attn: Counsel, 3000 Chestnut St. unit 7528, Philadelphia, PA 19101 (or such other address later provided by IPX for notice purposes) or if to Plan Sponsor, to the address listed for Plan Sponsor in the signature block of this Agreement (or such other address later provided by Plan Sponsor for notice purposes). Plan Sponsor expressly agrees to accept electronic communication of any notice and electronic delivery of documents and information related to Services.

ARTICLE 11 - MODIFICATION

This Agreement may not be modified, amended, or supplemented except in a manner set forth in this Article 11. Plan Sponsor may amend the information provided for Authorized Persons by providing IPX with sufficient information about applicable changes. Such changes, based on notice from Plan Sponsor, will be effective as soon as administratively practicable following IPX's receipt of sufficient information to implement the change. This Agreement may be modified by IPX upon at least 60 days' written notice to Plan Sponsor. This Agreement may also be modified, amended, or supplemented upon written agreement signed by all Parties.

ARTICLE 12 - ADDITIONAL TERMS

- 12.1 Copies and Signatures.** The Parties agree that, for the purposes of this Agreement and related documents, copies of the Agreement, documents, and signatures thereto, may be transmitted via facsimile, e-mail, or other means, and shall have the same legal effect as the original. This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.
- 12.2 Entire Agreement.** This Agreement (including all recitals and schedules, which are hereby incorporated and made a part of this Agreement) sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes and merges all prior and contemporaneous representations, communications, and agreements between them.
- 12.3 No Waiver.** No waiver of any breach or default of any term or provision of this Agreement shall be valid unless in writing and executed by the waiving Party. No waiver of any breach or default of any term or provision of this Agreement shall be deemed a waiver of any other term or provision of this Agreement or deemed a waiver of any subsequent breach or default.
- 12.4 Severability.** Each provision of this Agreement is intended to be severable. If any provision of this 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.
- 12.5 Force Majeure.** To the extent that IPX fails to perform its obligations under this Agreement because of acts of God; acts of terrorism or war; governmental restrictions, regulations, or controls; judicial orders; weather; natural disasters; strikes; or other causes, except financial, beyond IPX's reasonable control, IPX's performance shall be excused for the period of time equal to the period of such cause for the failure to perform.
- 12.6 Interpretation.** This Agreement shall not be construed as if it had been prepared only by one of the Parties but shall be construed as if all Parties prepared it. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without giving effect to any conflict of law provisions. The titles of articles and other headings in this Agreement are provided for convenience purposes only and shall not be used to construe or interpret the Agreement.

SCHEDULE A - RECORDKEEPING SERVICES AND FEES

Plan Sponsor acknowledges and agrees that IPX is providing Plan and Participant level account recordkeeping for the Plan but is not the third party administrator or responsible for any compliance functions or activities with respect to the Plan. Plan Sponsor also acknowledges and agrees that IPX will use the information provided below to generate billing calculations, invoices, and payment processes and procedures.

Fees may be invoiced or assessed at the end of each billing period for authorized service providers. Authorized service providers may include investment provider/products, investment advisory, third-party administration (TPA), recordkeeper/custodian or any other deemed providers authorized by the Plan. All other fees, unless otherwise noted, will be invoiced or assessed at the time the applicable Services are rendered or as soon as administratively possible thereafter.

Service Provider/Product Overview:

IPX Service	Description
Recurring Recordkeeping Services	IPX will provide daily recordkeeping and reconciliation of trust to Plan records. IPX will update share prices and individual account balances daily. IPX will facilitate reinvestment of dividends generated by the Plan's investment product(s). IPX will aggregate transactions of the plan and instruct the Custodian to process Plan-level trades accordingly. IPX will generate and mail quarterly statements to the address of record for each Participant. IPX will provide call center support for Participant and advisor inquiries regarding the functions of IPX Platform and transactional processing requests.
Custodial Administration Services	IPX will establish and maintain, on behalf of Plan Sponsor, a custodial account for the Plan with the Custodian. IPX will facilitate payments to Third Party Service Providers as directed by Plan Sponsor.
Distribution Services	IPX will submit liquidation information to Custodian upon notification from the Third Party Administrator or Plan Sponsor that a distribution should be processed. If, based on direction of Plan Sponsor, payments are reported on Form 1099-R, IPX will direct the Custodian to withhold, remit, and report required taxes. If, based on direction of Plan Sponsor, payments are reported on Form W-2, IPX will direct the Custodian to send the distributed amount to the Plan Sponsor, and Plan Sponsor will be responsible for payment to Participants, as well as the related tax withholding, remittance, and reporting. If benefits in the plan become taxable prior to a distribution from the Plan, Plan Sponsor will be responsible for all related tax reporting.
Loan Services (Not Applicable if the Plan Does Not Allow Loans)	Upon approval of a Plan loan and notification to IPX of the terms of same, IPX will provide an amortization schedule and a promissory note. IPX will process periodic loan repayments, allocating applicable portions to principal and interest and ratably among investment product(s).

Transactional Fees

IPX Service	IPX Fee
Loan Origination Fee	\$100 per Transaction
Distribution Fee	\$75 per Transaction (annually)

Special Handling and Consulting Fees:

IPX Service	Description	IPX Fee	Payment Method
Overnight Mail Service	IPX will send distribution or loan check to Participant upon request from Participant or Plan Sponsor.	Overnight Mail Fee of \$35 per Occurrence	Participant's Account
Stop/Reissue Service	IPX will request a stop payment and reissuance of a loan or distribution check based on a request from the Participant or Plan Sponsor.	Stop/Reissue Fee of \$25 per Occurrence	Stop/Reissue Fee of \$25 per Occurrence
Return Check/NSF Service	IPX will notify Plan Sponsor of any notice of IPX that the Plan Sponsor's check or wire has been rejected (for insufficient funds or otherwise) and will request that the Plan Sponsor resubmit a check or wire with sufficient funds.	Return Check/NSF Fee of \$35 per Occurrence	Plan Sponsor
Deconversion Services	IPX will provide necessary data from IPX to a new provider of recordkeeping services in a mutually agreed-upon format, IPX will coordinate the transfer of Plan assets from the existing Custodian to a new custodian based on direction from Plan Sponsor.	One-Time Deconversion Fee of \$500	Plan Sponsor
Additional Services	As mutually agreed upon by IPX and Plan Sponsor, IPX will provide additional services on an as-needed basis.	\$125 per Hour (unless other rates are mutually agreed upon)	Plan Sponsor

403(b)(7) CUSTODIAL ACCOUNT AGREEMENT TERMS AND CONDITIONS

The Participant hereby requests that the Plan Provider establish a separate recordkeeping account (the "Account") within the Plan established by the Employer. The Plan Provider has agreed to establish a Custodial Account on behalf of the Participant with AdvisorTrust, Inc., ("Custodian"), a trust company under the laws of the State of South Dakota. The Plan Provider and Custodian agree to furnish system and account services to the Participant on the terms and conditions set forth below. The Custodian has no investment discretion and provides no investment advice with respect to the recordkeeping account or the Custodial Account.

ARTICLE 1 – DEFINITIONS

As used in this Custodial Agreement, each of the following terms shall have the meaning for that term set forth in this Section unless a different meaning is provided or clearly required by the context in which the term is used.

A. Advisor means any broker dealer registered representative, or registered investment advisor agent or firm and any successor thereto, including by merger or acquisition that provides investment education, guidance or investment advice to the Employer or Employees regarding the Mutual Funds available in the Plan. The Advisor is authorized by Plan Provider to deliver enrollment materials, provide information and respond to inquiries regarding the Plan to Participants and the Plan Provider and perform such other duties as Plan Provider and Advisor may agree upon from time to time.

B. Alternate Payee means a Participant's or former Participant's spouse or former spouse, child, or other dependent who is treated as a beneficiary under the Participant Account as a result of a Qualified Domestic Relations Order.

C. Beneficiary means the person or persons, trust, estate, charitable organization, or other non-living entity designated to receive any payment of benefits pursuant to Article 9.

D. Code means the Internal Revenue Code of 1986, as amended from time to time.

E. Custodial Account means the custodial account established by the Custodian hereunder for the exclusive benefit of the Plan's Participants.

F. Custodial Agreement or Agreement means this document, as amended from time to time, and the Participant's Enrollment Form.

G. Custodian means AdvisorTrust, Inc. and any successors or assigns.

H. Disability means the inability to engage in any substantial gainful activity for purposes of Code Section 72(m)(7), by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of a long-continued or indefinite duration.

I. Employee means any person who performs services or has performed services as an Employee of the Employer, provided that in the case of an Employer referred to in clause (ii) of the definition of an "Employer", the Employee performs services for an educational organization described in Code Section 170(b)(1)(A)(ii).

J. Employer means an Employer who is (i) an organization described in Code Section 501(c)(3) which is exempt from tax under Code Section 501(a), or (ii) a State, a political subdivision of a State, or agency or instrumentality of a State or a political subdivision of a State.

K. Enrollment Form means an Enrollment Form pursuant to which a Participant Account is established on behalf of a Participant, and the Participant agrees to the terms and conditions of the Custodial Agreement.

L. ERISA means the Employee Retirement Income Security Act of 1974, as amended.

M. Fund means all of the assets of the Plan that may be transferred, assigned, and delivered to the Custodian from time to time to be held in custody hereunder in the Custodial Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.

N. Hardship means a present or pending financial need resulting from unusual costs or expenses, such as unexpected medical expenses, higher educational expenses or purchase of a residence within the meaning of Treasury Regulations Section 1.401(k)-1(d)(3).

O. Instruction means any oral, written, or electronic direction given to the Custodian in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.

P. Investment Direction means the instruction of a Participant regarding the manner in which Mutual Fund or Mutual Fund Share(s) means one or more shares issued by a "regulated investment company," as that term is defined in Code Section 403(b)(7)(C).

Q. Participant means an Employee who has established a Participant Account and Enrollment Form has been accepted by the Plan Provider.

R. Participant Account means the individual record established and maintained by the Plan Provider hereunder for the exclusive benefit of a Participant and the Participant's Beneficiary(ies), as applicable.

S. Plan means the plan that is made available or maintained by the Participant's Employer, is subject to the requirements of Code Section 403(b)(7), including a salary reduction agreement, if applicable, under which the Employee's rights are non-forfeitable (except for failure to pay future contributions) to the extent required by Code Sections 403(b)(1)(C) and 403(b)(6) and the regulations promulgated thereunder, and with respect to which some or all of the assets are held by the Custodian pursuant to the terms of this Agreement.

T. Plan Document means the written document by which the Employer adopts and maintains a Section 403(b) Plan with respect to which this Custodial Account Agreement is a part. After the effective date of final Treasury Regulations issued under Code Section 403(b), the Employer shall be required to maintain the Plan pursuant to a written Plan Document.

U. Plan Provider means Aspire Financial Services, LLC, its affiliates, and any successor and assigns thereto, including by merger or acquisition that makes accounts available to qualifying Participants. The Plan Provider is authorized by the Plan Sponsor and Participant to select a Custodian, establish and maintain the Custodial Account in the Employer's name, accept contributions, make payments or distributions to the Participant or their Beneficiaries, prepare and mail to the Participant periodic account statements.

V. Qualified Domestic Relations Order (QDRO) means a domestic relations order issued by a State court which creates, recognizes, or assigns to an Alternate Payee(s) the right to receive all or part of a Participant's benefit held in the Participant Account which meets the requirements of Code Section 414(p) and other applicable law.

W. Required Beginning Date means the Date on which the Participant is required to take his first minimum distribution under this Agreement.

X. Rollover Contribution means a contribution made by a Participant of an amount distributed to such Participant from another Section 403(b) plan, custodial account, or annuity; or from an Individual Retirement Account which had received such amounts from another Section 403(b) plan, account, or annuity.

Y. Salary Reduction Agreement means an agreement between the Participant and the Employer pursuant to which the Participant's compensation is reduced or a compensation increase is foregone in an amount which the Employer is to contribute to the Participant Account.

Z. Salary Reduction Contribution means a contribution made by the Employer pursuant to a Salary Reduction Agreement.

ARTICLE 2 – ESTABLISHMENT OF CUSTODIAL ACCOUNTS

The Participant hereby requests that the Plan Provider establish a separate recordkeeping account (Participant Account). The Plan Provider hereby requests that the Custodian establish a Custodial Account for and in the name of the Participant's Employer to hold the combined assets of all the Participant Accounts of that Employer established by the Plan Provider. A Participant may establish a Participant Account by completing the Enrollment Form and delivering it to the Plan Provider or by following the Plan Provider's online enrollment process or such other process as determined by the Plan Provider. Plan Provider and the Participant each represent to Custodian that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid, and binding obligation of the Plan Provider and the Participant. All contributions made by or on behalf of the Participant shall be applied by the Plan Provider, in accordance with the instructions of the Participant, to the purchase of Mutual Fund shares. The Custodian shall not be obligated to provide detailed accounting for the recordkeeping account or for any individual investment option, such as with respect to contributions, distributions, loan activity, and rollovers. Participant agrees to look solely to the Plan Provider or other recordkeeper that Employer has retained for all such detailed information.

ARTICLE 3 – APPOINTMENT, ACCEPTANCE AND ROLE OF CUSTODIAN

3.1 Appointment; Acceptance. The Custodian, in consideration of the deposit by the Plan Provider of funds into the Custodial Account, and other valuable consideration, hereby agrees to act as custodian of the Account on the terms and conditions of this Agreement. The Participant, in consideration of the agreement by the Custodian to perform the of a custodian under this Agreement, hereby designates and appoints the Custodian as the custodian of the Account.

3.2 Role. The Custodian, as agent of the Participant, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Fund in accordance with the terms of this Agreement. The Custodian will serve as a non-discretionary, directed custodian of the Custodial Account. The Custodian is responsible for maintaining custody of the assets held in the Custodial Account, and for investing those assets as directed by the Plan Provider on behalf of the Participant. The Custodian (in its capacity as such) will not be an administrative or investment fiduciary of the Plan, and nothing in this Agreement is to be interpreted as causing the Custodian to be responsible for the administration of investment of the Fund other than as directed by the Advisor or Plan Provider hereunder, or as performing other than ministerial duties. The Custodian may refuse to exercise any power that it believes, in its sole judgement, could cause it to become a "fiduciary" or "plan administrator" as defined under ERISA, or cause it to be exercising trust powers in contravention of any State or Federal law to which it may be subject. The Custodian shall have no responsibility to draft or amend a plan document for the Plan, to administer the Plan, or to assist the Employer or any Plan Provider in such drafting, amendment, administration, or maintenance, or to ascertain or provide advice with respect to the legal requirements applicable thereto except to the extent of any responsibility imposed upon the Custodian pursuant to the terms of this Agreement. The Plan Provider represents and warrants to the Custodian that the Participant's Employer shall maintain the Plan in compliance with applicable regulations issued under Code Section 403(b), including but not limited to the universal availability requirement and applicable nondiscrimination rules and other applicable law.

3.3 Direction to the Custodian. Except as provided herein, the Plan Provider shall provide direction to the Custodian on behalf of the Employer and Participants. If the Employer utilizes a third party administrator or similar entity ("TPA") to administer the Plan, such TPA may provide direction to the Plan Provider on behalf of the Employer and/or Participant, to be provided by the Plan Provider to the Custodian. The Custodian shall have no duty to take any action other than as specified in this Agreement unless the Plan Provider provides the Custodian with Instructions. However, each direction is contingent upon the determination by the Custodian that the Instruction can be administered by the Custodian. The Custodian may conclusively rely upon and be protected in acting in good faith upon any instruction from the Plan Provider, or any other notice, request, consent, certificate, or other instrument or paper believed by the Custodian to be genuine and properly executed, or any instrument or paper if the Custodian believes the signature thereon to be genuine.

3.4 Designation of Plan Provider. Participant hereby designates and authorizes the Plan Provider to provide Instructions to the Custodian on behalf of the Participant, including placing orders for the purchase and sale of securities, and authorizes the Custodian to disburse funds on behalf of the Employer or Participant upon Instruction from such Plan Provider. Participant hereby also authorizes and directs the Custodian to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Plan Provider. Designation of a Plan Provider is subject to the following provisions:

3.4. 1 Participant agrees that the Custodian may rely on Instructions from the Plan Provider, and Participant agrees that the Custodian shall be under no duty to make an investigation with respect to any instructions received from the Plan Provider;

3.4. 2 Participant is solely responsible for managing the investment of the Participant Account and for the direction provided to the Plan Provider. All instructions, directions, and/or confirmations received by the Custodian from the Plan Provider shall be deemed to have been authorized by the Participant.

3.4. 3 Participant agrees that the Plan Provider and Advisor are not agents of the Custodian.

3.5 Compliance Participant agrees that the Custodian may execute, as custodian any decelerations or certificates pertaining to the Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter without prior approval of the Participant, and may withhold from any distribution to a Plan Participant or beneficiary made at the direction of the Participant, Employer or Plan Provider, all income taxes required to be withheld, and pay such withheld amounts to the appropriate taxing authorities. participant, Employer, or its Plan Provider shall provide the Custodian all information necessary for the Custodian to file all required returns, reports, or other document to the applicable taxing authorities with respect to distributions by the Custodian to Participants and beneficiaries and amounts withheld thereon.

ARTICLE 4 – CONTRIBUTIONS AND TRANSFERS

General. The initial contribution or transfer with respect to each Participant shall be accompanied or preceded by a properly executed Enrollment Form and an Investment Direction Form. The Custodian shall accept and hold in the Custodial Account each contribution on behalf of the Participant which it receives from the Employer as well as any rollover contribution or other transfer contribution which it may receive from the Participant or previous custodian, subject to compliance by the Employer and Plan Provider with applicable Code Sec. 403(b) regulation transfer requirements. Each contribution shall be in a form acceptable to the Custodian. If a Custodial Account to which a contribution is to be credited has not yet been established, or if in the opinion of the Plan Provider or the Custodian the documents received by either of them are not clear with respect to any contribution, the Custodian may invest such contribution in a money market Mutual Fund, as selected by the Plan Provider, without liability on the part of the Custodian or Plan Provider, pending establishment of the Participant Account or completion or clarification of the information necessary for proper credit to the Participant Account, as the case may be.

1. 1 Contributions. The Participant or the Employer may make contributions to the Custodial Account consistent with Code Section 403(b)(7), including contributions in accordance with a salary reduction agreement ("Salary Reduction Contributions"). Annual contributions to the Participant Account may not exceed the applicable limitations and adjustments under Code Section 402(g) (1), as indexed periodically for cost-of-living increases, except to the extent permitted under Code Sections 402(g)(7) and 414(v), and Code Section 415, taking into consideration any other Employer contributions made on the Participant's behalf under any Section 403(b) Plan of the Employer. Neither the Custodian, Plan Provider, nor the Advisor have any obligation to verify the correctness of the computation regarding the maximum Salary Reduction Contribution that may be made to a Participant Account, nor shall the Custodian be obligated to determine that any limit applicable to contributions has been exceeded. The Custodian has no duty or authority to require any contributions or transfers to be made under the Plan to the Custodian, compute any amount to be contributed or transferred under the Plan to the Custodian, determine whether amounts received by the Custodian comply with the Plan, the Code, ERISA, if applicable, or any other applicable law, or enforce contribution amounts for sufficiency under the Code or ERISA, if applicable. The Custodian will not be responsible for any transferred asset until it receives such asset.

1.2 Receipt of Assets (Transfers). The Participant may transfer assets in any form acceptable to the custodian from another custodial account qualified under Section 403(b) (7) of the Code and/or from an annuity contract qualified under Code Section 403(b) to the Custodial Account if the Participant or Plan Provider certifies that the transaction meets the requirements for a tax-free transfer of annuity contracts under treasury regulations issued under Code Section 403(b) and any other applicable laws or rulings, or is a rollover contribution described in Sections 403(b)(8) or 408(d)(3)(A)(iii) of the Code. Once transferred, such assets shall be treated as a contribution on behalf of such Participant for purposes of this Custodial Agreement and shall be invested, distributed and otherwise dealt with as such. Transferred assets shall only be received pursuant to written directions, as the Plan Provider and Custodian deem acceptable. Transferred assets shall be considered as contributions hereunder to which the then current Investment Directions of the Participant involved is to apply. Any transferred amounts (whether cash or in-kind) shall be subject to the restrictions on early distributions under Code Section 403(b)(7)(A)(ii) or Code Section 403(b)(11) as set forth in IRS Revenue Ruling 90-24 to ensure that the transfer is not an actual distribution within the meaning of Code Section 403(b)(1). The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor to make such transfer.

1.3 Unidentified Assets. If the Plan Provider receives any money, securities or other property from a source other than the Participant or Employer and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Plan Provider is authorized to return such assets to the Person from whom they were received. Neither the Plan Provider, the Advisor nor the Custodian will be liable for any assets returned in such circumstances.

1.4 Return of Amounts to the Plan Provider. The Custodian will return contributions to the Participant or Employer directly or through the Plan Provider if the Participant, Employer, or Plan Provider provides an Instruction to the Custodian to do so. The person or entity instructing such return of contributions is solely responsible for ensuring that any Instruction to return any amount to the Participant or Employer meet all applicable legal requirements, including those of ERISA, if applicable. The Custodian has no duty or responsibility to question, and may conclusively rely upon, any such Instruction

ARTICLE 5 – INVESTMENTS

5.1 Investment Control.

5.1. 1 General. Each contribution to the Custodial Account shall be applied by the Plan Provider to the purchase of Mutual Fund shares in accordance with the applicable Investment Direction by the Participant for whom or by whom the contribution is made. Investment of the Mutual Fund(s) shall be subject to any limitations or restrictions contained in the applicable prospectus. The investment of all assets in the Custodial Account must be made solely in "regulated investment companies" (within the meaning of Code Section 403(b)(7)) made available through the Custodian. All dividends, including capital gain dividends, paid by any Mutual Fund shall be reinvested in full and fractional shares of the Mutual Fund paying the dividend and such dividends shall be credited to the Participant Account. The Participant may direct the Plan Provider to redeem any or all of the Mutual Fund shares held in the Participant Account and to invest the proceeds in any other Mutual Fund to be held in that Account; subject, however, to the applicable terms and conditions of the prospectus for each Mutual Fund involved.

5.1. 2 Investment Directions. All investment directions and other Instructions must be delivered to the Custodian in such manner as the Custodian may reasonably require.

5.2 Role of Custodian.

5.2. 1 Processing Transactions. No investment transaction for the Custodial Account that is to be processed by the Custodian at the direction of the Participant, Advisor, or Plan Provider will be processed until the Custodian receives the Instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all Instructions given by the Plan Provider which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content of any Instructions. Unless otherwise agreed, Instructions shall generally be taken from the Plan Provider. The Custodian will have no responsibility to see that any investment directions comply with the terms of the Plan. However, if the Custodian receives any direction from the Plan Provider that appears to the Custodian in its sole judgment to be incomplete or unclear, the Custodian will not be required to act on such directions and may hold any asset un-invested without liability until proper directions are received from the Plan Provider. If investment directions are incomplete or unclear, the Custodian must notify the Plan Provider within a reasonable period of time. In the absence of proper investment directions, the Custodian will not be liable for interest, market gains, or losses on any cash balances maintained in the Custodial Account.

5.2. 2 Legitimate Delay. The Custodian may delay the processing of any investment transaction due to a force majeure (cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic or communications failure), government or NSCC restrictions or changes, exchange, market or NSCC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

5.2. 3 Other Limitations. Except as may otherwise be required by ERISA, the Custodian will invest the Custodial Account as directed by the Plan Provider, and the Custodian will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Custodial Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the Custodial Account, monitor investment performance or the diversification of assets, question any investment direction the Custodian receives in proper form, or inquire into the authority or right of the Plan Provider to make any investment direction which the Custodian receives in proper form. The Custodian will not be liable for any loss of any kind which may result from any action taken by it in accordance with an Instruction it receives in proper form or from any action omitted because no such Instruction is received.

5.3 Nondiscretionary Investment Authority. Subject to ERISA, if applicable, and Section 5.4:

5.3. 1 Participant hereby authorizes and directs the Custodian, in accordance with the provisions of this Agreement, to pay for securities and receive payment from securities or other investment transactions arising out of the Instruction of the Plan Provider. Participant understands that it is solely the Participant's responsibility to direct the Plan Provider to execute trades or other investments for the Participant Account, and all instructions, directions, and/or confirmations received from the Plan Provider shall be deemed to have been authorized by Participant. Participant agrees that the Custodian shall not supervise the investment of, advise, or make recommendations to the Participant with respect to the purchase, sale, or other disposition of any assets of the Fund.

5.3. 2 The Custodian will act solely as agent for the Participant, subject to the Instructions of the Plan Provider. The Custodian shall have no obligation to place orders for the purchase of securities if there are insufficient funds in the Participant Account. Participant authorizes the Plan Provider and Custodian to charge the Participant Account for the cost of all securities purchased or received against a payment and to credit the Participant Account with the proceeds received from the securities sold or delivered against payment. In the event of any trades not settled immediately upon placement, the Plan Provider or the Custodian will have the right, without notice, to sell securities in a reasonably prudent fashion from the Fund sufficient to recover any funds advanced.

5.3. 3 Participant and the Employer authorize and instruct the Custodian to register all assets of the Fund in the name of the Custodian or of a nominee.

5.3. 4 All proxies received by the Custodian with respect to securities owned by the Fund and other reports to stockholders issued by any issuer will be forwarded to the Plan Provider. The Custodian shall have no responsibility to vote proxies or to deliver reports to the Participant or the Employer.

5.4 Investment Restrictions. The Plan Provider shall direct the Custodian to purchase or sell only securities that comply with the Custodian's and/or its affiliate's policies and procedures relating to acceptable securities, and that comply with all applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self-regulatory organization and applicable State and Federal laws and regulations. The Custodian will hold only those categories of assets mutually agreed to between the Plan Provider and the Custodian. The Plan Provider may add or remove types, categories, or classes of assets or investments only with the consent of the Custodian. Further, the Plan Provider or Employer may limit the available investment options under the Plan and may impose separate limitations for different Custodial Accounts or for terminated participants. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

5.5 Standard Guaranteed Fixed Interest Fund. To the extent that any amount of the Account is or becomes invested in any of the Standard Guaranteed Fixed Interest Funds (i.e., the Standard Guaranteed Fixed Interest Fund III - AdvisorTrust; the Standard Guaranteed Fixed Interest Fund VI - AdvisorTrust; or the Standard Guaranteed Fixed Interest Fund R - AdvisorTrust), the terms of the Standard Fund Addendum to AdvisorTrust Custodial Agreements for Individual Accounts (the "Standard Addendum - Individual") shall apply. A copy of the Standard Addendum – Individual is available at www.advisortrust.com/documentlibrary or upon request from the Plan Provider.

ARTICLE 6

6.1 Participant Account Records. The Plan Provider shall maintain such accurate and detailed records of the Participant Account, including all contributions, other receipts, investments, distributions, other disbursements, and all other transactions in each Custodial Account on behalf of the Participant. The Plan Provider shall provide a written confirmation to the Participant of each transaction in the Participant Account as required by applicable law. The Custodian's accounting will be at the Employer level rather than the Participant level, and the Custodian will not be responsible for Participant-level reporting unless it agrees to do so in a separate written agreement with the Participant. The Plan Provider shall regularly furnish to the Custodian, on an agreed upon schedule and format, detailed statements of the Employer and Participant Accounts, showing contributions, investment earnings, redemption, or distributions made from the Account for any reason, and any fees, benefits, or withdrawals paid therefrom. The Plan Provider shall provide to each Participant, at least once during each quarter in the calendar year, a report of all transactions with respect to the Participant Account during the period since that covered by the previous report to the Participant with respect to their Account, if any; and, if required by applicable law or requested by the Participant, a statement showing the assets held in the Participant Account as of the end of the calendar year. Upon the expiration of sixty (60) days after such report or statement is rendered, the Plan Provider shall be forever released and discharged from all liability and accountability to anyone with respect to transactions shown in or reflected by such report or statement except with respect to any such acts or transaction as to which the Participant shall have filed a written objection with the Plan Provider within such sixty (60) day period.

6.2 Custodial Account Records. The Custodian will keep accurate and detailed records and accounts of all receipts, investments, disbursements and other transactions as required by law with respect to the Custodial Account. All records, books and accounts relating to the Custodial Account will be open to inspection by the Plan Provider or Employer, provided the Custodian is given reasonable advance written notice of such inspection. The Custodian may provide annual or interim accountings, valuations, or other reports concerning the assets of the Custodial Account subject to payment of all required additional fees for such reports. An accounting will be deemed to have been approved by the Employer and Plan Provider unless either objects to the contents of an accounting within sixty (60) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval, the Custodian shall be forever released from any and all liability with respect to the Custodial Account.

6.3 Valuation of Assets. The assets of the Custodial Account and the Participant Account will be valued at the most recent fair market value.

ARTICLE 7 – COMPENSATION AND EXPENSES

The Custodian, the Plan Provider, and the Advisor will be entitled to receive compensation for services provided hereunder as may be agreed upon in writing with the Participant (or in the case of a plan that the Employer has notified the Plan Provider is subject to ERISA ("ERISA Plan"), as may be agreed upon in writing with the Employer acting as a fiduciary for the plan). The Plan Provider will be responsible for collecting the compensation by deducting the amounts from the Participant Account on a periodic basis as agreed upon in writing. The Participant (or in the case of an ERISA Plan, the Employer) has been informed of such fee schedule and has agreed to be bound thereby. The fee schedule may be revised from time to time upon written notice to the Participant (or in the case of an ERISA Plan, as may be permitted by the applicable plan-level agreements with the Employer) for whom a Custodial Account is maintained.

The Custodian shall be compensated for its services in accordance with the Custodian's applicable fee arrangement with the Plan Provider, which arrangement may be revised from time to time. The Custodian will be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including without limitation, attorneys' fees. All fees, taxes and expenses charged to a Custodial Account may be collected by the Custodian from the amount of any contribution, transfer or dividend credited or to be credited to a Fund or by redeeming Mutual Fund shares credited to that Custodial Account. The Custodian may also retain any earnings credited on any funds in the Custodial Account pending investment direction and pending distribution ("float") as part of its compensation for services provided.

ARTICLE 8 – LOANS

8.1 General Rules. Loans to Participants are permitted unless otherwise restricted by the Plan. If permitted, the following rules, terms and conditions shall apply with respect to the loans to Participants from their Participant Accounts, unless modified by the Plan:

8.1.1 Loans shall be authorized in written form acceptable to the Plan Provider.

8.1.2 Loans must be adequately secured. Although it is the intention that loans to Participants shall be repaid, the collateral for each loan shall be the assignment of 50% of the Participant's entire right, title, and interest in and to Participant Account, evidenced by his promissory note for the amount of the loan (including interest), payable to the order of the Custodian, and such other security as the Custodian or Plan Provider shall require.

8.1.3 Any loan shall bear interest at a reasonable rate as of the time of application, as determined in a uniform nondiscriminatory method by the Plan Provider or their authorized representative.

8.1.4 No Participant loan shall exceed 50% of the present value of the Participant's vested interest in the Participant Account.

8.1.5 In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event as defined at Article 9 occurs under the Custodial Agreement.

8.1.6 The Custodian or Plan Provider shall not have any duty to determine whether a loan authorized to the Participant meets the requirements of this Section or any other requirements of this Section or any other requirements of the Code and shall not be liable to the Employer or Participant for any failure of the loan to meet such requirements.

8.2 Loan Limits

8.2.1 No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed 50% of the vested account balance reduced by any outstanding collateral agreement relating to same, or \$50,000 less the excess (if any) of the highest outstanding loan balance during the 1-year period ending on the day before the date on which the loan will be made over the outstanding loan balance on the date on which the loan will be made, whichever is less. This limit shall apply in the aggregate to all custodial accounts or annuity contracts established under Code Section 403(b) by either the Participant or the Employer on behalf of the Participant. In applying this limit, all loans from all plans of the Employer and other members of a group of employers described in Code Section 414(b), 414(c) and 414 (m) are aggregated. An assignment or pledge of any part of the Participant's interest in the Custodial Account shall be treated as a loan under this paragraph.

8.2.2 The minimum loan amount shall be \$1,000.

8.3 REPAYMENT TERMS

8.3.1 Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time will be used as the principal residence of the Participant.

8.3.2 Principal and interest paid by a Participant on a loan shall be credited to the Participant's loan account and invested in the same manner as Salary Reduction Contributions, or the most recent investment direction on file, if no Salary Reduction Contributions are being made.

8.3.3 A Participant's required loan payments during a period of military service may be suspended.

ARTICLE 9 – DISTRIBUTIONS

9.1 Distributable Events. Except as provided in Paragraph 9.2 or 9.5 of this Article, the Participant shall be entitled to distribution of assets in the Participant Account only after the occurrence of one of the following events, subject to any additional options or limitations applicable under the Plan or other applicable law:

- The Participant attains age 59 ½;
- The Participant separates from service with the Employer;
- The Participant's death, or
- The Disability of the Participant.

9.2 Methods and Timing of Distributions to a Participant. Distributions to a Participant from the Participant Account must commence by no later than the Required Beginning Date. A Participant may elect to receive the distribution of assets from the Participant Account to which the Participant is entitled in accordance with Paragraph 9.1 of this Article or which are required to be made as provided in the immediately preceding paragraph in either of the following ways:

9.2.1 In a single payment; or

9.2.2 In periodic monthly, quarterly, semi-annual or annual installments over a fixed period. Single payments and installments must be taken in cash.

When receiving installment payments under clause 9.2.2 above, the Participant may increase the amount of installments or receive a distribution of any part or all of the balance in the Participant

Account at any time upon prior written notice to the Plan Provider. The Participant may elect the method and form of distribution either before or after the occurrence of the event which permits

payment to be made. Plan Provider will not provide Distribution Instructions to Custodian for payment to the Participant, however, until receipt of written instructions from the Participant.

9.3 Distributions after the Participant's Death. If a Participant dies before distribution of the balance in the Participant Account has been completed, the remaining amount, as well as all assets subsequently credited to the Participant Account, if any, shall be distributed to the Participant's Beneficiary in the form, at the time and from among the methods prescribed in Paragraph 9.2 of this Section as elected by the beneficiary, subject to the following clauses:

9.3.1 If distributions from the Participant Account commenced to the Participant but were not completed before the Participant's death, the remaining amount to be paid to the Participant's Beneficiary may continue to be in the form and over the period for which the distributions were being made to the Participant, but in any event must continue to be made at least as rapidly as under the method of distribution being used prior to the Participant's death.

9.3.2 If the Participant dies before distributions from the Participant Account to the Participant have commenced, distribution of the balance in the Participant Account must be completed by December 31 of the calendar year in which the fifth anniversary of the Participant's death occurs, except to the extent that an election is made by the designated Beneficiary involved to receive distributions in accordance with (a) or (b) below:

a. If any portion of the Participant Account is payable to a designated Beneficiary who is an individual, distributions may be made in a single sum or in periodic installments not greater than the life expectancy, of the designated Beneficiary with distributions to commence on or before December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

b. If the designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with subparagraph (a) immediately above shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died or (ii) Participant's Required Beginning Date.

9.3.3 The Participant's Beneficiary must elect the method of distribution no later than the earlier of (i) Participant's Required Beginning Date, or (ii) December 31 of the calendar year in which occurs the fifth anniversary of the date of death of the Participant. If the Participant's Beneficiary does not elect a method of distribution, distribution of the balance in the Participant Account must be completed by December 31 of the calendar year in which occurs the fifth anniversary of the Participant's death. For purposes of this clause 9.3.3 and clause 9.3.2 above, if the surviving spouse dies after the Participant, but before payments to such spouse begin, the provisions of clause 9.3.2 with the exception of (b) herein, and this clause 9.3.3 shall be applied as if the surviving spouse were the Participant

For purposes of this Paragraph 9, distributions with respect to a Participant are considered to begin on the Participant's Required Beginning Date (as defined in Paragraph 9.2 or, if the Participant's surviving spouse dies after the Participant but before payments to such spouse begin, the date distribution would have been required to begin to the surviving spouse pursuant to clause 9.3.2).

An election by a Beneficiary under this Paragraph 9.3 is to be set forth in a written statement describing the distribution involved and the date on which the distribution is to be made or commence, which election shall be delivered to the Plan Provider within such period of time prior to the date the distribution is to be made or commence as is acceptable to the Plan Provider.

For purposes of this Paragraph 9.3, any amount paid to a child of the Participant will be treated as if it had been paid to the Participant's surviving spouse if the amount becomes payable to such surviving spouse when the child reaches the age of majority.

After a Participant's death and until the balance of the Participant Account to which a Beneficiary is entitled has been distributed, that Beneficiary shall be considered to be the Participant with respect to such balance for all purposes of this Custodial Agreement relating to investments as well as for purposes of Article 6 through 15 hereof, except as otherwise specifically indicated.

If a Beneficiary dies while receiving distributions from the Participant Account, the remaining payments shall be made to the estate of the Beneficiary provided that the executor or administrator of the estate may elect, by proper written instructions given to the Plan Provider, to receive the balance in the Participant Account in a single payment.

9.4 Beneficiaries. A Participant may designate in writing, on a form acceptable to and filed with the Plan Provider, one or more persons, including a trust charitable organization, or other nonliving entity or the Participant's estate, as a Beneficiary to whom amounts due from the Participant Account after the Participant's death shall be paid. If the Participant fails to make a proper designation, or if no person properly designated survives the Participant, the Participant's Beneficiary shall be the Participant's surviving spouse or, if none, the Participant's children, if any, in equal shares per stirpes, or if none, the executor or personal representative of the estate of the Participant. No Beneficiary designation made under an annuity contract or some other custodial agreement shall be deemed to be valid under this Custodial Agreement. Notwithstanding any provision of the Paragraph 9.4 to the contrary, if Title I of ERISA is applicable with respect to the Participant Account, the Participant's designation of a Beneficiary other than his spouse must be consented to in a manner consistent with ERISA Section 205(c)(2). The Beneficiary Designation can be changed at any time by the executing and returning to the Plan Provider a new Beneficiary Designation Form.

9.5 Hardship Distributions. The Participant who encounters financial Hardship shall be entitled to a distribution from the Participant Account in the form of a single payment of an amount no in excess of the contributions made to the Participant Account Pursuant to a Salary Reduction Agreement (but no earning thereon) if not prohibited by the Plan or any applicable law or regulation. This amount will be distributed to the Participant upon receipt of written notice from the Participant for reasons of hardship and certification from the Employer to the Plan Provider that the requirements for a Hardship distribution under the Code have been met, the Plan Provider will instruct the Custodian to make the Hardship Distribution to the Participant.

If the Participant Account is subject to Section 205(c)(4) of ERISA, the Participant's spouse, if any, must consent to any withdrawal by the Participant in the manner provided for in that section.

9.6 Qualified Domestic Relations Orders. Notwithstanding any other provision herein, Custodian may, at the direction of the Employer or its TPA via Instruction from the Plan Provider, authorize an immediate distribution to an Alternate Payee named under a "qualified domestic relations order" as defined in Section 414(p) of the Code.

9.7 Distribution of Excess Contributions, Excess Deferrals and Excess Aggregate Contributions. If the Plan Provider receives a written notice from the Employer or its TPA that an "excess contribution" as defined in Code Section 4973(c) has been made to the Participant Account, the Plan Provider shall send instructions to Custodian, as soon as practicable thereafter, to distribute such excess by check.

If the Plan Provider receives a written notice from the Employer or its TPA no later than March 1 next following the end of any calendar year that an "excess deferral" as referred to in Code Section 402(g)(2)(A) was made to the Participant Account for that calendar year, the Plan Provider shall send Instructions to Custodian, by no later than the immediately following April 15, to distribute to the Participant such excess, together with any income or loss attributable thereto to the date of distribution by check.

If Employer contributions in the form of "matching contributions" (within the meaning of Code Section 401(m)(4)) are made to any Participant Account and the Plan Provider receives written notice from the Employer that "excess aggregate contributions" as defined in Code Section 401(m)(6)(B) were made to one or more Participant Accounts for the immediately preceding calendar year, the Plan Provider shall send Instructions to Custodian, no later than the last day of the current calendar year, to distribute those excess aggregate contributions, together with any income or loss attributable thereto to the date of distribution by check. The income or loss to be included in any distribution pursuant to this Paragraph 9.7 shall be specified in the notice of distribution and determined by the Participant or Employer as relevant in a manner consistent with applicable Treasury regulations, if any.

9.8 Direct Rollovers. Notwithstanding any provision of the Agreement to the contrary that would otherwise limit a Distributee's election under this section, a Distributee may elect, at the time and in the manner prescribed by this Custodial Agreement and the Plan, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Employer and Plan Provider may establish rules and procedures governing the processing of Direct Rollovers and limiting the amount or number of such Direct Rollovers in accordance with applicable Treasury Regulations. Distributions not transferred to an Eligible Retirement Plan in a Direct Rollover shall be subject to income tax withholding as provided under the Code and applicable state and local laws, if any.

9.8.1 Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any distribution that is one of a series of periodic payments (not less frequently than annually), made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary or for a specified period of ten years or more, any distribution to the extent such distribution is required under Code Section 401(a)(9); and any hardship distribution. Notwithstanding the foregoing, any portion of a distribution that consists of after-tax contributions which are not includible in gross income may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b), or a qualified plan described in Code Sections 401(a) or 409(a) that agrees to separately account for amounts to be transferred including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution which is not so includible.

9.8.2 Eligible Retirement Plan. An Eligible Retirement Plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), or an annuity or custodial account described in Code Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan and which accepts the Distributee's Eligible Rollover Distribution. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under the QDRO, as defined in Code Section 414(p). If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account (as defined in Code Section 402A), an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account and a Roth IRA.

9.8.3 Distributee. A Distributee includes an Employee, or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is an Alternate Payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

9.8.4 Direct Rollover. A Direct Rollover is a payment by the Plan to an Eligible Retirement Plan specified by the Distributee.

9.9 Other Distribution Provisions. If a distribution is payable from a Participant Account to a person with a legal disability or to a minor, the Plan Provider may send instructions to the Custodian to pay the amount involved to the legal guardian of the individual or, if none, to an individual who is permitted to receive such a payment by the laws of the State in which the disabled or minor lives. Such payment shall fully discharge the Custodian, Plan Provider and the Employer from further liability on account thereof.

9.10 Responsibility for Compliance with Distribution Requirements. The Plan Provider shall be responsible for insuring that distributions meet the requirements of Paragraphs 9.1, 9.2 and 9.3 above, based on information supplied by the Employer and/or the Participant, upon which it is entitled to rely, and neither the Plan Provider nor the Advisor shall have responsibility for such determination. The Custodian shall be entitled to rely on directions from the Plan Provider as to all distributions and shall have no responsibility or obligation to independently determine when or amount should or must be distributed at any time.

9.11 Documents Necessary for Distribution. Before instructing the Custodian to make a distribution from any Participant Account, the Plan Provider shall receive any and all application, certificates, tax waivers, signature guarantees, and other documents (including proof of legal representative's authority) that the Plan Provider may deem necessary or appropriate.

9.12 Small Account Balances. Distribution requests less than \$5,000 may be made in the form of a lump sum payment to the Participant. If distribution requests for amounts less than \$5,000 are submitted requesting periodic payments, Plan Provider has the right to send Instructions to the Custodian to process the distribution as a lump sum without the consent of the Participant or Beneficiary. In the event the Plan is subject to ERISA, the \$5,000 shall be reduced to \$1,000 each place it occurs in this Section.

ARTICLE 10 – AMENDMENT AND ASSIGNMENT

In cases which do not involve an ERISA Plan, this Agreement may be amended by the Custodian, provided notice of such amendment is sent to the Plan Provider at least thirty (30) days prior to the effective date of any such amendment. The Plan Provider reserves the right, with the consent of the Custodian, to amend any or all provisions of this Custodial Account at any time without obtaining the Participant's approval or consent. Each Participant for whom an Account is maintained, delegates to the Plan Provider the power to amend all or any part of this Custodial Agreement on his/her behalf, including retroactive amendments, and each such person shall be deemed to have consented to any amendment made by the Plan Provider and Custodian provided that notice in writing of such amendment shall be given to the Participant.

The Participant consents to electronic delivery of information by the Custodian and Plan Provider. By agreeing to electronic delivery, the Participant is giving consent to electronic delivery of all communications regarding the Plan and Participant Account, other than those the Participant specifically requests to be delivered in paper form. Such communications may include all current and future account statements prepared by the Custodian or Plan Provider, notices, disclosures, regulatory communications such as privacy notices, and other information, documents, data, and records regarding the Plan and Participant Account, including amendments to this Agreement, delivered or provided to the Participant by the Custodian, the Plan Provider, or the agents or affiliates of either.

Notice to the Participant may be given through U.S. Mail or through electronic means and shall be effective when mailed or electronically transmitted by the Plan Provider or Custodian to the last known address or e-mail address of the intended recipient as shown on the records of the Custodian or Plan Provider. Any such amendment shall be effective as specified therein. In cases which involve an ERISA Plan, this Agreement may be modified as permitted by plan level agreements with the employer.

No amendment of this Custodial Agreement or the Plan Document shall be effective if it would cause or permit (i) any of the assets held in the Participant Account to be diverted to any purpose other than for the exclusive benefit of the Participant or the Participant's Beneficiary(ies), as applicable, or to revert to or become the property of the Employer, (ii) a Participant, or the Participant's Beneficiary(ies) to be deprived of any benefit to which the Participant or Beneficiary was entitled under the Custodial Agreement prior to the amendment, unless the amendment is necessary to conform to, or satisfy the conditions of, any law, governmental regulation or ruling, or to permit the Custodial Account to meet the requirements of the Code or ERISA, or (iii) the rights, duties, responsibilities, obligations or liabilities of the Custodian or the Plan Provider to be affected without the written consent of the Custodian or the Plan Provider, as applicable.

Notwithstanding the foregoing, only the Custodian, the Plan Provider or the Advisor may revise their fee schedule provided for in Article 7, which revision shall not be considered an amendment of this Custodial Agreement. Neither shall a change by a Participant of an investment Direction or a revocation of change of Beneficiary designation be considered an amendment to this Custodial Agreement.

ARTICLE 11 – RESIGNATION OR REMOVAL OF THE CUSTODIAN OR THE PLAN PROVIDER

11.1 Custodian's Right to Resign. The Custodian may resign with respect to any or all Custodial Accounts by giving ninety (90) days written notice to the Plan Provider. The Custodian may designate a qualified successor custodian in its notice of resignation, subject to the consent of the Plan Provider, which consent shall not be unreasonably withheld. If the Plan Provider does not respond within ninety (90) days after being given the notice, the Plan Provider shall be deemed to have consented to the appointment of the successor custodian. If the Custodian does not designate a successor custodian in its notice to the Plan Provider, or if the Plan Provider does not consent to the appointment of the successor custodian designated by the Custodian, the Plan Provider may appoint a new custodian. The party entitled to the notice may waive the notice period.

The Plan Provider may assign its responsibilities under this Agreement to a qualified successor by giving thirty (30) days written notice to the Custodian, subject to the consent of the Custodian, which consent may not be unreasonably withheld. If the Custodian does not respond within thirty (30) days after being given notice, the Custodian shall be deemed to have consented to the appointment of the successor Plan Provider. The party entitled to notice may waive the notice period.

11.2 Plan Provider's Right of Removal and Appointment of Successor Custodian. The Plan Provider has the right to remove the Custodian upon ninety (90) days' prior written notice to the Custodian and thirty (30) days' written notice to the Participant. Plan Provider may appoint a successor custodian of the Custodial Account at any time by giving at least thirty (30) days written notice to the Participant and may designate a qualified successor custodian. The party entitled to notice may waive the notice period.

11.3 Successor Custodian. The appointment of the successor custodian will become effective at the time the Custodian ceases to act. The Custodian shall promptly transfer all records pertaining thereto, provided that any successor custodian shall agree not to dispose of any such records without the Custodian's consent. The Custodian shall not be liable for the acts or omissions of such successor whether or not it makes such appointment. The successor will have all rights, powers, privileges, liabilities and duties of the Custodian.

The Custodian will assign, transfer and deliver all assets and liabilities held in the Custodial Account, directly to the successor custodian on the effective date of the resignation or as soon thereafter as practical. The Custodian is authorized, however, to reserve such Mutual Funds as it deems advisable to provide for the payment of expenses, fees, taxes and other liabilities under this Custodial Agreement, and for the payment of all liabilities constituting a charge on or against the assets of any Custodial Account or on or against the Custodian, and where necessary may liquidate such reserved shares. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor. The successor custodian shall hold the assets paid over to it under the terms of this Custodial agreement.

ARTICLE 12 - TERMINATION OR TRANSFERS

12.1 Discontinuance of Contributions. The complete discontinuance of contributions to a Participant Account shall not cause that Participant Account to terminate except as defined in Paragraph 12.5 Termination of a Participant Account shall be effected by a distribution of all assets in the Participant Account to the Participant or, after the Participant's death to the Participant's Beneficiary at the direction of the Participant or Beneficiary, as the case may be, or in the absence of such direction, as determined by the Plan Provider, subject, however to the Custodian's right to reserve Mutual Funds in the same manner as provided for in Article 11.

12.2 Disqualification. If the Plan Provider receives written notice that the Internal Revenue Service has determined that the Participant's Account fails to meet the requirements of Code Section 403(b)(7) by reason of some inadequacy not capable of being corrected by a retroactive amendment, the Plan Provider shall terminate the Participant Account by distributing the assets thereof to the Participant.

12.3 Termination of Accounts. Upon termination of all Participant Accounts in any manner provided for in this Section, this Custodial Agreement shall be considered to be rescinded and of no force and effect and the Custodian, the Advisor, and the Plan Provider shall be relieved from all further liability with respect to this Custodial Agreement, any Custodial or Participant Account, and all assets thereof so distributed.

12.4 Transfers. The Participant may direct the transfer of the assets of the Participant Account at any time to another account or annuity established for the Participant pursuant to Code Section 403(b)(7) upon written instructions to the Plan Provider in such form as the Plan Provider may require, subject, however, to the Custodian's right to reserve Mutual Funds in the same manner provided for in Article 11.

12.5 Inactive Accounts with Small Balances. The complete discontinuance of contributions to a Participant Account shall not cause that account to terminate except when the account value is less than \$1,000. Plan Provider has the right to terminate the account and distribute assets to the Participant only when the account value is less than \$1,000, no contributions have been received for a period of twelve consecutive months and the Participant has received written notification thirty (30) days prior to the distribution.

ARTICLE 13 - INDEMNIFICATION

Participant hereby agrees to indemnify, defend and hold the Custodian and its affiliates and their respective directors, managers, officers, employees, agents and other representatives (collectively referred to as its "Affiliates") harmless from any losses, costs, expenses, fees, liabilities, damages, claims, suits or actions, including but not limited to legal expenses, court costs, legal fees and costs of investigation, including appeals thereof, (collectively or individually, "Claims") resulting from their reliance upon any notice or instruction purporting to have been delivered by the Employer, Custodian, Participant, Plan Provider or Advisor, resulting from changes in the market value of the Fund or any exercise of failure to exercise investment direction authority by the Employer, Advisor, Participant or the Plan Provider or resulting from the Custodian's refusal on advice of counsel to act in accordance with any investment direction by any person or entity. Participant waives any and all Claims of any nature it now has or may have against the Custodian and its Affiliates which arise directly or indirectly from any action taken in good faith in accordance with any notice or instruction from the Plan Provider, Advisor, Participant or Employer of any disqualification of a plan due to any actions taken or not taken by the Custodian in reliance on instructions from the Plan Provider, Advisor, Participant or Employer or any other act the Custodian takes in good faith under this Agreement or in connection with the administration of the Fund.

The Custodian shall not be liable to Participant for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with instructions from the Plan Provider, Advisor, Participant or Employer; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Custodian.

The Custodian shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Custodial Account or with respect to any property held in the Fund. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized to consult with its counsel in reference to the Custodial Account and to retain counsel and appear in any action, suit, or proceedings affecting the Custodial Account or any of the assets of the Fund. All legal fees, costs, and expenses so incurred shall be paid for by the Custodial Account. The Custodian may retain legal counsel whenever in the Custodian's judgment it is necessary or advisable to do so in connection with the discharge of the Custodian's duties, and the fees and expenses of such counsel will be paid by the Custodial Account.

The provisions of this Article shall survive the termination, amendment or expiration of this Agreement.

ARTICLE 14 - REQUIREMENTS OF TITLE I OF ERISA

The Employer or its designee shall be solely responsible for determining whether Title I of ERISA is applicable with respect to the Custodial Account and shall notify the Plan Provider in writing if it determines that Title I of ERISA is so applicable. In such event, the Employer shall take all such actions as are necessary to assure that the Custodial Account is administered in compliance therewith; such action shall include, but shall not be limited to, implementing procedures to ensure that each requested distribution from the Custodial Account is processed in accordance with the requirements of ERISA. Neither the Custodian, the Advisor, nor the Plan Provider shall be under any obligation to determine whether Title I of ERISA is applicable with respect to any Custodial Account. Any determination in that regard shall be the sole responsibility of the Employer; and the Custodian, the Advisor, and the Plan Provider shall be entitled to rely on that determination of the Employer. The Custodian, the Advisor, and the Plan Provider shall be entitled to regard each Custodial Account maintained under the Section 403(b) Plan as not subject to Title I of ERISA, unless notified otherwise in writing by the Employer.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No Diversion of Assets and Nonforfeitable. At no time shall it be possible for any part of the assets of a Participant Account to be used for or diverted to purpose other than for the exclusive benefit of the Participant and the Participant's Beneficiary, as applicable, or for the payment of expenses and other amounts as specifically provided in this Custodial Agreement. The interest of a Participant in the Participant Account shall be nonforfeitable at all times.

15.2 Further Agreements. The parties to, and all persons claiming any interest whatsoever under this Agreement agree to perform any and all acts and to execute any and all documents and papers that may be necessary to carry out this Agreement or any of its provisions.

15.3 Binding on Successors. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of all parties to the Agreement.

15.4 Nonassignability of Benefits and Assets. The benefits provided herein and the assets of the Participant Account shall not be subject, whether voluntary or involuntarily, for alienation, assignment, legal process, garnishment, attachment, execution or levy of any kind (other than with regard to the payment of the Custodian and the Plan Provider's fees and expenses as authorized by this Custodial Agreement), and any attempt to cause such assets to be so subjected shall not be recognized except to the extent as may be required by law or as provided herein. Neither the foregoing nor any provision of this Custodial Agreement, however, shall restrict compliance with a court order determined to be a "qualified domestic relations order" defined in Code Section 414(p). If the Plan Provider so determines, the amount payable with respect to that order shall immediately be distributed in a single sum to the "alternate payee" (as defined in Code Section 414(p)).

15.5 Qualification and Compliance. The Custodial and Participant Account is established with the intent that it shall qualify under Code Section 403(b)(7) and where applicable, the relevant provisions of ERISA. All terms and provisions hereof shall be interpreted, whenever possible, so as to comply with that Code Section and those ERISA provisions.

15.6 Governing Law. This Custodial Agreement shall be construed, interpreted, administered, and enforced according to the laws of the State in which the principal office of the Custodian is located except insofar as superseded by ERISA. All controversies, disputes, and claims arising under this Agreement and not otherwise resolved will be submitted to the United States District Court for the district where the Custodian has its principal place of business, and by executing this Agreement, each party hereto consents to that court's exercise of personal jurisdiction over them.

15.7 Limitation on Claims. No claim may be made by the participant, the Employer of the Plan Provider or Advisor against the Custodian for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement.

15.8 Arbitration. The parties hereto hereby agree that all claims and disputes of every type and matter which may arise under this Agreement shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held at a location in the continental United States (with a minimum of 100,000 residents) chosen by the party against whom the arbitration is brought. To the extent not preempted by federal law, South Dakota statutory law (including without limitation the statutes governing the award of damages in arbitration) and South Dakota common law shall control during arbitration. The Participant expressly waives any right the Participant may have to institute or conduct litigation or arbitration involving the Custodian in any other forum or location or before any other body, whether individually, representatively, or in any other capacity. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Under the rules of the American Arbitration Association, there may be no right to pre-arbitration discovery, including depositions or written questions and document production. The arbitrator's award is not required to include factual findings or legal reasoning, and any Party's right to appeal or to seek modification or rulings by the arbitrator(s) is strictly limited.

15.9 USA Patriot Act Notification. The following notification is provided to Customer pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318: **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an Account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for you: When you open an Account, the Employer, Custodian or the Plan Provider may ask for information that will allow them to verify your identity. This may include your name, social security number, residential address, and date of birth. The Custodian or the Plan Provider may also ask to see a copy of your driver's license or other identifying documents.

15.10 Taxes. Customer shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result of the receipt of services rendered under this Agreement, including but not limited to any tax which Customer is required to withhold or deduct from payments to Custodian, except (i) any tax imposed upon Custodian in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Custodian; and (ii) any income tax imposed upon Custodian by the United States or any governmental entity within the United States. In order for the exception contained in (i) to apply, Customer must furnish Custodian with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that Custodian may claim the credit. The fees to be charged by Custodian to Customer under this contract, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where Custodian is obligated to report and pay VAT with respect to services provided to Customer, Customer agrees to be invoiced by Custodian for the VAT at the applicable prevailing VAT rate.

15.11 Data. Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Customer Information hereunder provided that any such data does not specifically identify any of Customer's confidential information. Customer hereby authorizes Custodian to share Customer's data, Personal Information and confidential information among Custodian's related companies so long as the same protective provisions contained in this Agreement are followed by every entity to which disclosure is made.

15.12 Confidentiality

15.12.1 Definitions. In connection with this Agreement, including without limitation the evaluation of new services contemplated by the parties to be provided by Custodian under this Agreement, information will be exchanged between Custodian and Participant, Employer, Plan Provider, and Advisor, and such persons/entities agents. Custodian shall provide information that may include, without limitation, confidential information relating to the Custodian's products, trade secrets, strategic information, information about systems and procedures, confidential reports, customer information, vendor and other third party information, financial information including cost and pricing, sales strategies, computer software and tapes, programs, source and object codes, and other information that is provided under circumstances reasonably indicating it is confidential (collectively, the "Custodian Information"), and such persons/entities shall provide information required for the services to be provided, including customer information, which may include Personal Information (defined below), to be processed by the services, and other information that is provided under circumstances reasonably indicating it is confidential ("Customer Information") (the Custodian Information and the Information of such persons/entities collectively referred to herein as the "Information"). Personal Information that is exchanged shall also be deemed Information hereunder. "Personal Information" means personal information about an identifiable individual including, without limitation, name, address, contact information, age, gender, income, marital status, finances, health, employment, social security number and trading activity or history. Personal Information shall not include the name, title or business address or business telephone number of an employee of an organization in relation to such individual's capacity as an employee of an organization. The Information of each party shall remain the exclusive property of such party.

15.12.2 Obligations. The receiver of Information (the "Receiver") shall keep any Information provided by the other party (the "Provider") strictly confidential and shall not, without the Provider's prior written consent, disclose such Information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such Information, including, without limitation, by means of photocopying or transcribing of voice recording, except in accordance with the terms of this Agreement except as provided in this Agreement. The Receiver shall only use the Information as reasonably required to carry out the purposes of this Agreement.

15.12.3 Exceptions. Except with respect to Personal Information, nothing contained herein shall in any way restrict or impair either party's right to use, disclose or otherwise deal with: In addition, each employee of the Receiver shall be free to use for any purpose, upon completion of the services rendered under this Agreement, any general knowledge, skill or expertise that

- (i) is acquired by such employee in performance of those services,
- (ii) remains part of the general knowledge of such employee after access to the tangible embodiment of the Provider's Information,
- (iii) does not contain or include any such Information, and (iv) is not otherwise specific to the Provider.

15.12.4 Return or Destroy. Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of Information of the other that are in their possession relating to the terminated Agreement, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Notwithstanding the foregoing, Custodian shall have the right to keep one copy of such Information as may be reasonably required to evidence the fact that it has provided the services to Participant. In the event that Participant requires Custodian to return any Participant Information, Participant shall pay Custodian (at the rates set forth in the applicable Schedule, or, if no such rates are set forth, at Custodian's then current charges) for Custodian's actual time spent and incidental expenses actually incurred in connection with such return.

In addition, each employee of the Receiver shall be free to use for any purpose, upon completion of the services rendered under this Agreement, any general knowledge, skill or expertise that (i) is acquired by such employee in performance of those services, (ii) remains part of the general knowledge of such employee after access to the tangible embodiment of the Provider's Information, (iii) does not contain or include any such Information, and (iv) is not otherwise specific to the Provider.

15.12. 4 Return or Destroy. Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of Information of the other that are in their possession relating to the terminated Agreement, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Notwithstanding the foregoing, Custodian shall have the right to keep one copy of such Information as may be reasonably required to evidence the fact that it has provided the services to Participant. In the event that Participant requires Custodian to return any Participant Information, Participant shall pay Custodian (at the rates set forth in the applicable Schedule, or, if no such rates are set forth, at Custodian's then current charges) for Custodian's actual time spent and incidental expenses actually incurred in connection with such return.

15.13 Nonpublic Personal Information.

15.13. 1 Obligations. Custodian shall not disclose or use any nonpublic Personal Information of Participant except to the extent reasonably required to carry out its obligations under this Agreement or as otherwise directed by Participant, Employer, Plan Provider, Advisor, or an agent of such person/entity. In connection with each party's use or provision of the rendered services, as applicable, each party shall comply with any applicable law, rule or regulation of any jurisdiction applicable to such party relating to the disclosure or use of Personal Information (including, without limitation, with respect to Customer and its Affiliates and their customers, Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, as the same may be amended or supplemented from time to time).

15.13. 2 Security Measures. Custodian shall (i) implement and maintain commercially reasonable measures to protect the security, confidentiality and integrity of nonpublic Personal Information of Customer's customers against anticipated threats, unauthorized disclosure or use, and improper disposal, and (ii) provide Participant with information regarding such security measures upon the reasonable request of Participant.

15.13. 3 Security Breaches. Each party shall promptly provide the other party with notice of (i) any disclosure, access to or use of any Personal Information in breach of this Agreement and (ii) any unauthorized intrusion into systems containing Participant's Personal Information.

15.13. 4 Equitable Relief. A breach of any provision of this Agreement may cause the Custodian irreparable injury and damage and therefore may be enjoined through injunctive proceedings, in addition to any other rights or remedies which may be available to such party, at law or in equity.