

This agreement is supplemental to the terms and conditions of your Basic Plan Document. The Participant, as defined herein, is establishing a Custodial Account, as defined herein, to provide for his or her retirement and for the support of his or her beneficiaries after death. The Participant agrees to the following agreement:

ARTICLE 1 DEFINITIONS

- 1.1 Account or Custodial Account. "Account" or "Custodial Account" means the account established pursuant to Article 2.
- 1.2 Agreement. "Agreement" means this IRA Financial Trust Company Custodial Account Agreement by and among the Participant and the Trustee(s).
- 1.3 Basic Plan Document. "Basic Plan Document" refers to the Defined Contribution Basic Plan Document, and any amendments thereto, that is applicable to the Qualified Plan and Account.
- 1.4 Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.5 Custodial Property. "Custodial Property" means all of the money, securities, debt instruments and other property which 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.
- 1.6 Custodian. "Custodian" means IRA Financial Trust Company, as defined in the Basic Plan Document.
- 1.7 Designated Representative. "Designated Representative" means the Person, if any, who is authorized to give directions to the Custodian, or to vote or otherwise manage any asset of the Custodial Account.
- 1.8 ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.9 Force Majeure. "Force Majeure" means a 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.
- 1.10 Instruction. An "Instruction" to the Custodian is any oral, written or electronic direction given 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.
- 1.11 Investment Manager. "Investment Manager" means any Person defined as such under ERISA Section 3(38) who has been appointed in accordance with Section 5.1(a) to manage the investment of all or any specified portion of the Custodial Account.
- 1.12 Person. "Person" means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, mutual company, joint-stock company, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.
- 1.13 Participant. Means any Employee or former Employee of the Employer who has met the Plan's age and service requirements, has entered the Plan, and who is or may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.
- 1.14 Plan Administrator. "Plan Administrator" is defined in the Basic Plan Document, which refers to the Adopting Employer in the Adoption Agreement.
- 1.15 Prototype Plan Sponsor. "Prototype Plan Sponsor" means IRA Financial Group, LLC, as defined in the Basic Plan Document.
- 1.16 Qualified Plan. "Qualified Plan" means the retirement plan or eligible deferred compensation plan maintained by the Participant under Code Section 401(a) or 457(b), as applicable, as designated above, some or all of the assets of which are held by the Custodian pursuant to the terms of this Agreement.
- 1.17 Trustee. "Trustee" means the trustee(s) of the Qualified Plan, as defined above, or a Person that is treated as a trustee of the Qualified Plan pursuant to Code Section 401(f) and the regulations thereunder.

ARTICLE 2 ESTABLISHMENT OF CUSTODIAL ACCOUNT

The Participant hereby requests that the Custodian establish a Custodial Account for and in the name of the Participant, and represents that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid, and binding obligation of the Participant. The Custodian shall not be obligated to provide detailed accounting for the Account or for any individual investment option, such as with respect to contributions, distributions, loan activity, and rollovers, and Participant agrees to look solely to the record keeper that Participant 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 Participant of funds into the 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 duties of a custodian under this Agreement, hereby designates and appoints the Custodian as the custodian of the Account.

3.2 Custodian Acting in Passive Capacity Only. The Custodian, on behalf of the Participant, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Custodial Property in accordance with the terms of this Agreement. The Custodian is acting solely as a passive, directed, and non-discretionary custodian to hold Custodial Property and the Custodian has no discretion to direct any investment in the Account. Accordingly, the Custodian is not a fiduciary (as said term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state or local laws) with respect to the Account, and the Participant acknowledges and agrees that the Custodian is not a fiduciary with respect to the Account. From time to time, Custodian may provide general investment information regarding the products we offer through webinars, podcasts newsletters, social media posts, our website, and other forums, which you acknowledge and agree is not investment advice. Similarly, you acknowledge and agree that we may participate in events with other companies in our industry, which is not and should not be interpreted as our endorsement of any of the other participants. You further acknowledge and agree that we are strictly a passive Custodian and as such do not provide legal or tax services or advice with respect to your investments; and you release and indemnify and agree to hold harmless and defend us in the event that any investment or sale of your assets pursuant to a Direction of Investment form violates any federal or state law or regulation or otherwise results in a disqualification, penalty, fine or tax imposed upon you, your Account, or us. The Custodian (in its capacity as such) will not be an administrative or investment fiduciary of the Qualified Plan, and nothing in this Agreement is to be interpreted as causing the Custodian to be responsible for the administration or investment of the Custodial Property other than as directed by the Participant, Designated Representative, or properly designated Investment Manager hereunder. The Custodian may refuse to exercise any power that it believes, in its sole judgment, 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 does not offer any investment advice, nor does the Custodian endorse any investment, investment product or investment strategy; and the Custodian does not endorse any investment, investment advisor, representative, broker, or other party selected by the Participant. The Custodian has no responsibility to question or otherwise evaluate any investment directions given by the Participant or by any investment advisor or representative appointed by the Participant. It is the Participant's responsibility to perform proper due diligence with regard to any such investment, representative, investment advisor, broker or other party. The Custodian will follow the directions of any such investment advisor, representative, broker or other party selected by the Participant provided the Participant furnishes the Custodian with written authorization and documentation acceptable to the Custodian, and the Custodian will be entitled to all the same protections and indemnities in its reliance upon and execution of the directives of such investment advisor or other party as if such directives were given by the Participant. The Custodian shall be under no obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate or perform due diligence for any investment directed by the Participant or its investment advisor, representative or agent; nor shall the Custodian be responsible to notify the Participant or take any action should there be any default or other obligation with regard to any investment. Any review performed by the Custodian with respect to an investment shall be solely for the Custodian's own purposes of determining compliance

with the Custodian's internal policies, practices, and standards, as the Custodian determines from time to time and the administrative feasibility of the investment and neither such review nor its acceptance should be construed in any way as an endorsement of any investment, investment company or investment strategy. The Custodian also has the right not to affect any transaction/investment which the Custodian deems to be beyond the scope of its administrative responsibilities, capabilities or expertise or that the Custodian determines in its sole discretion does not comport with the Custodian's internal policies, practices or standards. The Custodian has no duty or obligation to notify the Participant with respect to any information, knowledge, irregularities or the Custodian's concerns relating to the investment or the Participant's investment advisor, broker, agent, promoter or representative, except as to civil pleadings or court orders received by the Custodian. Subject to the foregoing, the Custodian shall remit funds as directed, but have no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by the Participant.

3.3 Participant Direction to the Custodian. Except as provided herein, the Participant or the Designated Representative, on behalf of the Participant, shall provide direction to the Custodian through written notice acceptable to Custodian. The Custodian shall have no duty to take any action other than as specified in this Agreement unless the Participant or Designated Representative 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 indemnified by the Participant when in acting in good faith upon, any instruction from the Designated Representative or the Participant, 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. Participant represents and warrants to Custodian that any information Participant has given or will give Custodian with respect to this Agreement is complete and accurate, and Participant acknowledges and agrees that any representations, warranties and agreements Participant has made as part of or in connection with Participant's Application are hereby incorporated herein and made a part of this Account Agreement. Further, Participant agrees that any directions Participant gives Custodian, or action Participant takes will be in compliance with applicable laws and proper under this Agreement, and that Custodian is entitled to rely upon any such information or directions. If Custodian fails to receive directions from Participant regarding any transaction, or if Custodian receives ambiguous directions regarding any transaction, or Custodian, in good faith, believes that any transaction requested is in dispute, Custodian reserves the right to take no action until further clarification acceptable to Custodian is received from Participant or the appropriate government or judicial authority. Custodian shall not be responsible for losses of any kind that may result from Participant's directions to Custodian or Participant's actions or failures to act or for Custodian's exercising Custodian's right to take no action until Custodian has received further clarification acceptable to Custodian, and Participant agrees to reimburse and indemnify Custodian for any loss Custodian may incur as a result of such directions, actions or failures to act. Custodian shall not be responsible for any penalties, taxes, judgments or expenses Participant incurs in connection with the Account. Custodian has no duty to determine whether Participant's contributions or distributions comply with the Code, Regulations, rulings or this Agreement. Custodian may permit Participant to appoint, through written notice acceptable to Custodian, an authorized agent to act on Participant's behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, and investment manager); however, Custodian has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. Custodian shall not be responsible for losses of any kind that may result from directions, actions or failures to act by Participant's authorized agent, and Participant agrees to reimburse and indemnify Custodian for any loss Custodian may incur as a result of such directions, actions or failures to act by Participant's authorized agent. Except as otherwise indicated herein, Participant will have sixty (60) days after Participant receives any documents, statements or other information from Custodian to notify Custodian in writing of any errors or inaccuracies reflected in these documents, statements or other information. If Participant does not notify Custodian within sixty (60) days, the documents, statements or other information shall be deemed correct and accurate, and Custodian shall have no further liability or obligation for such documents, statements, other information or the transactions described therein. By performing services under this Agreement, Custodian is acting as Participant's agent. Participant acknowledges and agrees that Custodian is not Participant's fiduciary and has no fiduciary duties to Participant or with respect to Participant's account and nothing in this Agreement shall be construed as conferring fiduciary status upon Custodian. Custodian shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement and as directed by Participant, or as required under the Code and the Regulations promulgated hereunder. Custodian may employ agents and organizations for the purpose of performing administrative or other custodial-related services with respect to the Account for which Custodian otherwise has responsibility under this Agreement, and the limitations on Custodian's duties to Participant under this Agreement or otherwise shall also apply with respect to each agent or organization so employed. Participant represents to Custodian that any loss sustained in the Account will not affect Participant's retirement income standard; and if a mandatory distribution arises, Participant will have the ability through your Account and/or other retirement accounts to meet any mandatory distribution requirements. Participant agrees to release and indemnify, hold harmless and defend Custodian from any and all claims, damages, liability, actions, costs, expenses (including, without limitation, attorneys' fees) and responsibility for any loss, resulting to the Account, to Participant or to any beneficiary or incurred by or asserted against Custodian, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by Participant or Participant's investment advisor or resulting from serving as the custodian hereunder, including, without limitation, claims, damages, liability, actions, and losses asserted by Participant. Participant agrees to reimburse or advance to Custodian, on demand, all legal fees, expenses, costs, fines, penalties and obligations incurred or to be incurred in connection with the defense, contest, prosecution or satisfaction of any claim made, threatened or asserted pertaining to any investment or action Participant or Participant's investment advisor directed through Custodian, including, without limitation, claims asserted by Participant, any state or federal regulatory authority or self-regulatory organization. To the extent written instructions or notices are required under this Agreement; Custodian may accept or provide such information in any other form permitted by the Code or applicable regulations. UNDER NO CIRCUMSTANCES SHALL CUSTODIAN, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, LICENSORS OR REPRESENTATIVES BE SUBJECT TO OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF REVENUES AND/OR PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CUSTODIAN OR ADMINISTRATOR COMPLYING WITH PARTICIPANT'S DIRECTIONS, REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

3.4 Participant Direction. If the Custodian is advised by the Participant that the provisions of the Qualified Plan and related trust documents so permit, and the Participant so requests, the Custodian shall establish a participant-directed account and all references to the Participant under this Agreement shall be deemed to be references to the participant who is directing investment of such account.

ARTICLE 4 CONTRIBUTIONS AND TRANSFERS

4.1 Receipt of Assets. Subject to restrictions mutually acceptable to the Participant and the Custodian on the categories of assets, the Custodian will receive and accept for the Custodial Account all money, securities and other property transferred, assigned and delivered to it from any source by or at the direction of the Participant or a Designated Representative or an Investment Manager. The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor of such assets to transfer them to the Custodian.

4.2 Role of Custodian with Respect to Assets. The Custodian will maintain safe custody of such money, securities and other property as it actually receives for the Custodial Account. The Custodian has no duty or authority to require any contributions or transfers to be made under the Qualified Plan to the Custodian, compute any amount to be contributed or transferred under the Qualified Plan to the Custodian, determine whether amounts received by the Custodian comply with the Qualified 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. The Custodian shall not be responsible for filing any tax forms, returns and/or other related State, Federal and/or IRS forms, such as form 5500 and/or 1099.

4.3 Location of Evidence of Ownership. Except as permitted by ERISA, the Custodian will not maintain the indicia of ownership of any assets of the Custodial Account outside the jurisdiction of the district courts of the United States.

4.4 Unidentified Assets. If the Custodian receives any money, securities or other property from a source other than the Participant and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Custodian is authorized to return such assets to the Person from whom they were received. The Custodian will not be liable for any assets returned in such circumstances.

4.5 Return of Amounts to the Participant. The Custodian will return contributions to the Participant if the Participant or a Designated Representative provides an instruction to the Custodian to do so. The Participant is solely responsible for ensuring that any instruction to return any amount to the Participant meets 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. a) In General. The Participant has exclusive responsibility for and control over the investment of the assets of the Account. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our internal policies, standards and practices; and this Agreement. After the Participant's death, Participant's beneficiary(ies) shall have the right to direct the investment of the Account, subject to the same conditions that applied to Participant during Participant's lifetime under this Agreement. Custodian will not exercise the voting rights and other shareholder rights with respect to investments in Participant's Account unless Participant provides timely written directions acceptable to Custodian according to Custodian's then current policies and procedures. Participant will select the type of investment for the Account, provided, however, that the selection of investments shall be limited to those types of investments that comport with Custodian's internal policies, practices, and standards and are deemed administratively feasible by Custodian. Custodian may, or an associated business may, in our, or their, sole discretion, make available to Participant, additional opportunities, which may include publicly traded securities, mutual funds, money market instruments and other offerings that are obtainable by us, or an associated business, and that we, or such associated business, are capable of holding in the ordinary course of business. b) Investment Documentation. In directing the Custodian with respect to any investment, the Participant must utilize the Custodian's Direction of Investment form or such other form acceptable to the Custodian. The Custodian shall be fully protected in acting upon any instrument, certificate, paper or transmission believed to be genuine and to be signed or presented by the proper person or persons whether or not by facsimile or other form acceptable to the Custodian, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such communication, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. The Participant authorizes and directs the Custodian to execute and deliver, on behalf of the Account, any and all documents delivered to the Custodian in connection with the Account's investments; and the Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with the Participant's investment direction. The Participant authorizes and directs the Custodian to correct

errors in investment titling without notice to the Participant and to correct other minor clerical errors with telephone or e-mail consent from the Participant upon verification of the Participant's identity.

5.2 Role of Custodian. a) Processing Transactions. No investment transaction for the Custodial Account that is to be processed by the Custodian at the direction of the Participant 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 Participant, which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content of any Instructions. Upon application by the Participant, on a form acceptable to the Custodian and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Participant subject to immediate confirmation of such Instructions by e-mail or in writing by the Participant. b) Legitimate Delay. The Custodian may delay the processing of any investment transaction due to a Force Majeure, 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. c) Other Limitations. Except as may otherwise be required by ERISA, the Custodian will invest the Custodial Account as directed by the Participant, 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 Participant 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 Instruction is received.

5.3 Nondiscretionary Investment Authority. Subject to ERISA, if applicable: a) Participant agrees that the Custodian shall not supervise the investment of, or advise, or make recommendations to the Participant with respect to the purchase, sale or other disposition of any assets of the Custodial Property. b) The Custodian is authorized to collect all investment earnings of any nature of the Custodial Property, including interest, dividends, proceeds of the sale and other monies due and collectable that arise from the investment of the assets of the Custodial Property (collectively, "Custodial Property Income") and to credit such Custodial Property Income to the Account. c) Participant authorizes and instructs the Custodian to register all assets of the Custodial Property in the name of the Custodian or of a nominee. Unless otherwise agreed in writing by the parties, registered securities shall be held in the name of: IRA Financial Trust Company CFBO [Name of Participant][Account Type] d) All proxies received by the Custodian with respect to securities owned by the Custodial Property and other reports to stockholders issued by any issuer will be forwarded to the Participant.

5.4 Investment Restrictions. The Participant shall direct the Custodian to purchase or sell only investments that comply with the Custodian's and/or its affiliate's policies and procedures, 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 Participant and the Custodian. The Participant may add or remove types, categories, or classes of assets or investments only with the consent of the Custodian. Further, the Participant may limit the available investment options under the Qualified Plan. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates.

5.5 Un-Invested Cash Funds. From time to time the Participant may deposit funds with the Custodian, have available free credit balances or otherwise direct the Custodian to hold funds for the Participant not subject to a current Direction of Investment or otherwise awaiting the Participant's direction for investment or deposit (collectively referred to as "Un-Invested Cash Funds"). The Participant acknowledges and agrees that Un-Invested Cash Funds from the Participant's account may be pooled with Un-Invested Cash Funds from other accounts. The Participant directs the Custodian to sweep or deposit all Un-Invested Cash Funds automatically into an FDIC insured bank account or any investment backed by the U.S. Treasury and/or full faith and credit of the United States Government (which may be pooled with Un-Invested Cash Funds from other accounts) until such time as further direction is received from the Participant or your designated representative(s). The Participant also authorizes Custodian to transfer any Un-Invested Cash Funds to a different FDIC insured bank account without any further approval from the Participant. Accounts used to hold Un-Invested Cash Funds may include, without limitation, certificates of deposit, money market accounts, similar FDIC or government insured accounts at state or national banks or credit unions, or any investment backed by the U.S. Treasury and/or full faith and credit of the United States Government. Any FDIC insurance, which may be applicable to the Account, shall be subject to all applicable laws and regulations, including those laws and regulations related to FDIC insurance limitations. The Custodian shall be entitled to retain and have paid to it as a fee any interest or other income earned or otherwise generated from the Un-Invested Cash Funds deposited in such accounts. The Participant acknowledges and agrees that this fee may be retained by the Custodian as additional compensation for the services provided by the Custodian under this Agreement.

ARTICLE 6 ADMINISTRATIVE MATTERS

6.1 Records; Inspection and Audit. 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 Participant, provided the Custodian is given reasonable advance written notice of such inspection by the Participant. The Custodian shall not be responsible for filing any tax forms, returns and/or other related State/Federal and/or IRS forms, such as the form 5500 and/or 1099.

6.2 Accounting. On direction of the Participant or Designated Representative, and if agreed to in writing by the Custodian, 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. The Custodian will also furnish the Participant with such other information as the Custodian possesses and which is necessary for the Participant to comply with the reporting requirements of ERISA, as applicable. An accounting will be to have been approved by the Participant unless the Participant or Designated Representative 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 Account.

6.3 Valuation of Assets. The assets of the Custodial Account will be valued at the most recent fair market value. The Participant is solely responsible for providing an accurate fair market value to the Custodian on an annual basis. However, where assets are illiquid or their value is not readily ascertainable on either an established exchange or generally recognized market, the valuation is by necessity not a true market value and is merely an estimate of value in a broad range of values. The precision with which a value is assigned is a factor of the nature of the asset and the cost effectiveness of pursuing a more comprehensive appraisal. Should the Participant in its sole discretion determine that an independent appraisal of some or all of such assets is necessary, the Participant will be responsible for hiring a qualified independent appraiser, providing all necessary information to the appraiser, reviewing the report of the appraiser, and reporting the appraised value to the Custodian. The Custodian shall not have the obligation to determine the qualification of any appraiser retained by the Participant and shall have no duty to verify the accuracy of any appraisal.

6.4 Record Retention. The Custodian will retain its records relating to the Custodial Account as long as necessary for the proper administration of the Custodial Account and at least for any period required by applicable law. Writing, photostating, photographing, microfilming, magnetic media, mechanical or electrical recording, or other forms of data retention will be acceptable means of record retention.

6.5 ERISA Section 404(a)(5) Participant Disclosures. Custodian shall have no obligation whatsoever to provide any participant disclosures required by 29 CFR §2550.404a-5.

6.6 Action by the Custodian. The Custodian may delegate ministerial acts, specifically including, but not limited to, the signing and mailing of checks, the printing and mailing of statements, endorsement of stock certificates, execution of transfer instruments and any other document, and the signing of tax returns and governmental reports to be done by any agent of the Custodian.

ARTICLE 7 DISTRIBUTIONS; TAXES

7.1 Distributions. The Custodian is authorized to release securities and cash investments in the Account to the Participant on the written order of the Participant and upon such further written confirmation as the Custodian shall reasonably request. The Custodian may retain such securities as shall be reasonably necessary or appropriate in its opinion to ensure that such assets are available to discharge any liabilities of the Participant or the Account to the Custodian, including, but not limited to, unpaid fees, claims, or other expenses or obligations arising under this Agreement. The Custodian shall not be responsible for the reporting and/or filing of any reports, forms, returns or related documents required under State \Federal law and/or required by the IRS regarding plan distributions, investments, contributions and/or any tax matters.

7.2 Authorization with Respect to Taxes. The Custodian may execute, as custodian, any declarations 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. The Custodian may withhold from any distribution to a participant or beneficiary, made at the direction of the Account, all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. The Participant or its Designated Representative shall calculate all taxes and withholding and shall provide the Custodian all information necessary for the Custodian to carry out such withholding in a timely fashion, and to file all required returns, reports, or other documents with the applicable taxing authorities with respect to distributions by the Custodian to participants and beneficiaries and amounts with held thereon. The Plan Administrator is responsible for the preparation and filing of all other tax forms, which includes, but is not limited to the Form 5500-EZ, as applicable. The Custodian shall notify the Designated Representative of any tax levied upon or assessed against the Account of which the Custodian has knowledge. If the Participant or Designated Representative wishes to contest the tax assessment, it shall give appropriate and timely instructions to the Custodian. The Custodian shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments.

ARTICLE 8 COMPENSATION AND EXPENSES

8.1 Generally. The Custodian will be entitled to receive compensation for its services provided hereunder as may be agreed upon in writing with the Participant. The Participant represents that it has determined that the compensation to be paid to the Custodian is reasonable and that the Participant will, in advance of any later agreement, determine that the compensation is reasonable. The Custodian or its affiliate will retain any earnings credited on any funds in the Account pending investment direction and pending distribution as part of its compensation for services provided. The Custodian will also 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. Such compensation and reimbursements shall be a charge against and may be withdrawn by the Custodian from the Custodial Account within a reasonable time, as specified by the Custodian. In addition, the Trustee shall also be bound by and authorizes the Custodian to pay fees and expenses

pursuant to written schedules of fees entered into from time to time by the Participant. The Participant or Designated Representative has informed the Trustee of such fee schedule and the Trustee and the Trust agree to be bound thereby. The Trustee also authorizes the Custodian to debit such fees and expenses from the Account from time to time without further authorization from the Trustee. The schedule of fees may be changed from time to time upon agreement between the Participant and the Custodian. Custodian has the right to charge an Annual Account Fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining the Account. In addition, Custodian has the right to collect or otherwise receive as an additional fee any interest or other income earned or generated from the pooled trust account and any Un-Invested Cash Funds (as defined in Section 5.5), and to be reimbursed for all expenses, including legal expenses, Custodian incurs in connection with the administration of the Account. Custodian may charge Participant separately for any fees or expenses, or Custodian may deduct the amount of the fees or expenses from the assets in the Account at Custodian's discretion. Custodian reserves the right to charge any additional, reasonable fee to Participant. Fees such as sub-accounting and other service fees may be paid to Custodian or an associated business by third-parties for assistance in performing certain transactions with respect to this Account. In addition, Custodian or an associated business may receive other income from third-parties in connection with performing such services or the purchase and sale of publicly-traded securities, privately-held securities, or any other assets which may or may not be deemed to be securities, which you may have directed us to purchase or sell. The Custodian may invest any cash balances of the Custodial Property in a demand account at an FDIC insured bank of the Custodian's choosing. The Custodian shall not be obligated to invest such funds in any interest-bearing account. Each party hereto shall be responsible for reporting and payment of its own taxes on any income and compensation earned.

8.2 All invoices are due and payable upon receipt. If such charge cannot be consummated, Custodian shall submit an invoice to Participant for all outstanding fees and expenses plus any applicable invoice costs and late charges. To collect such fees and/or expenses Custodian may and Participant expressly authorizes Custodian to bill any credit card Custodian has in Custodian's records related to the Account, collect from any Un-Invested Cash held in the Account, and/or liquidate sufficient investments in the custodial account to pay such fees and expenses. Any brokerage commissions attributable to the assets in the Account will be charged to the Account. You cannot reimburse your Account for those commissions.

8.3 Interest and Earnings Related to Pooled Trust Account. We perform sub-accounting, record-keeping, administrative and/or other services related to the Account. For the provision of these services, Custodian retains and receives all interest and any other income earned or generated, including any amounts paid to us by financial institutions at the time Custodian deposits the Un-Invested Cash Funds, from the assets within the pooled trust account. Any interest paid to the Account from the pooled trust account will be at Custodian's discretion.

8.4 Disclosure. The Designated Representative shall disclose any compensation, reimbursements, fees and/or expenses payable from the Account pursuant to Section 8.1, and any changes to such amounts, to the Participant and the participants. a) ERISA Section 408(b)(2) Plan Level Disclosures. The Participant, the Designated Representative and the Trustee agree that the Custodian, by providing the regulatory required disclosures, if any, with respect to its fees and services to the identified record keeper will have complied with its obligations under 29 CFR 2550.408b-2(c) to the Plan's responsible plan fiduciary.

ARTICLE 9 AMENDMENT, ASSIGNMENT AND TERMINATION

9.1 Amendment. We have the right to amend this Agreement at any time. Any amendment we make, including those made to comply with the Code and related Regulations, does not require your consent.

9.2 Assignment. This Agreement may be assigned by the Custodian without the consent of the Participant, provided notice of such assignment is sent to Participant at least thirty (30) days prior to the effective date of any such assignment.

9.3 Termination. Either party may terminate this Agreement at any time by giving written notice to the other. However, your termination of this Agreement will not be effective until such time as all outstanding fees, costs, indemnities, penalties, expenses or payments due to us are paid. We can resign as Custodian at any time effective thirty (30) days after we mail written notice of our resignation to you via email (if an email address was provided, otherwise such notice will be sent to you via U.S. mail). Upon receipt of that notice, you must make arrangements to transfer your account to another financial organization. If you do not complete a transfer of your account within thirty (30) days from the date we mail the notice to you, we have the right to transfer your account assets to a successor Custodian or trustee that we choose in our sole discretion, or we may pay or distribute your account assets to you in a single sum or assignment. If we transfer your account, the existing account documents will govern your account relationship with the new custodian or trustee unless the successor custodian/trustee notifies you in writing of any changes and/or requires new account documents to be signed by you. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If this Agreement is terminated, we may charge to your account a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following: (i) any fees, expenses or taxes chargeable against your account; (ii) any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your account after your account with us is closed, if there are additional assets remaining in or subsequently credited to your account, we will endeavor to distribute or transfer such assets in accordance with your prior direction, but after offsetting any applicable administrative expenses and custodial fees (per our then operative fee schedule). If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian. We may establish a policy requiring distribution of the entire balance of your account to you in cash or property if the balance of your account drops below the minimum balance required under the applicable investment or policy established.

9.4 Upon termination of this Agreement, Participant agrees to name a successor custodian and notify the Custodian in writing of the name of said successor custodian. In the event that Participant does not name a successor Custodian, the Custodian shall distribute cash directly to the Trustee or to the Qualified Plan's trust and shall re-register in the name of the Trustee or the Qualified Plan's trust any investments in the Account that are registered in the Custodian's name. If this Agreement is terminated, the Custodian may charge to the Account a reasonable amount of money that the Custodian believes is necessary to cover any associated costs, including but not limited to, one or more of the following: any fees, expenses or taxes chargeable against the Account; any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in the Account after the Account with the Custodian is closed, if there are additional assets remaining in or subsequently credited to the Account, the Custodian will endeavor to distribute or transfer such assets in accordance with the Participant's prior direction, but after offsetting any applicable administrative expenses and custodial fees (per our then operative fee schedule).

9.5 Termination of Qualified Plan. If the Qualified Plan is terminated, this Custodial Agreement will nevertheless continue in effect until the earlier of the date as of which all assets of the Custodial Account have been distributed or the Agreement is terminated pursuant to Section 9.3.

9.6 Liquidation of Assets: Grant of Security Interest Upon Default: We have the right to liquidate assets in your account if necessary to make distributions or to pay fees, expenses, indemnities, taxes, federal tax levies, penalties, or surrender charges properly chargeable against your account. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision. If payment is not received on or before the due date listed on your invoice, a \$50 Late Fee will be assessed to your account and a Past Due Notice will be issued to you. In the event you fail to pay any fees, costs, indemnities, penalties, expenses or payments due to us required by your Account Agreement or otherwise, and upon issuance of the Past Due Notice, we reserve the right to proceed with the process for establishing a lien on and security interest in all of your rights, title and interests in such portion of the custodial account, the Un-Invested Cash Funds and any other deposit, monies, accounts and other assets in such accounts or otherwise deposited with us at such time in an amount equal to the amounts necessary to pay in full such amounts then due to us, as collateral security for the prompt and complete payment of such unpaid fees or other amounts due and owing, to the maximum extent permitted by law or regulations, at our complete and sole discretion. Upon us providing you with notice via email (or via U.S. mail if no email address was provided) of our intent to pursue such security interest, you hereby authorize us to file all financing statements and other documents and take such other actions as may from time to time be necessary or desirable in our complete and sole discretion to perfect and to maintain the perfection and priority of such security interest and/or authorize us to liquidate the asset(s) without your prior approval and without any further notice. We may, at our complete and sole discretion, liquidate sufficient asset(s) to cover outstanding fees plus one year's estimated fees, including the Account Termination Fee, and you agree not to hold Custodian liable for any adverse consequences that result from our decision. Upon receipt, such liquidated funds will be first applied to outstanding fees. Remaining balances, if any, will be placed into your account. We shall have no liability for any adverse tax or other financial consequences as a result of liquidating your account to cover the fees and charges. Accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administration and maintenance fees until such time as you notify us in writing of your intent to close the account or of your wish that we resign. Should fees not be collected, we have the option to cease performing any functions, including, but not limited to, processing investment transactions, until such time as all fees charged against the account are fully paid. We may then close your account and distribute all assets to you, which will be reported to the IRS on Form 1099-R and may subject you to possible taxes and penalties. In the event of non-payment, we may employ a collection agency to recover any unpaid fees or expenses. You will be personally liable for all Re-registration Fees, Late Fees, Account Termination Fees, and any other fees related to collection of fees, including but not limited to, third party fees incurred. You understand and agree that pursuant to Section 408(e) of the Internal Revenue Code the portion of any IRA funds pledged as collateral may be treated as distributed to that individual and subject to taxes, interest and penalties which you will be responsible for and agree to indemnify and hold us harmless therefrom.

ARTICLE 10 INDEMNIFICATION AND LIABILITY

Participant hereby agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly thereof resulting from their reliance upon and any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction, purporting to have been delivered by the Participant. The Participant agrees to indemnify and hold the Custodian harmless for all costs, penalties, interest, and fees, including attorneys' fees, Custodian incurs with respect to any contention or allegation that the Custodian engaged in a prohibited transaction. Participant waives any and all claims of any nature it now has or may have against the Custodian and its affiliates, parent company and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction from the Participant. Participant and the Trustee also hereby agree to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Custodial Property resulting from changes in the market value of the Custodial Property assets; reliance, or action taken in reliance, on Instructions from Participant, a Designated Representative or an Investment Manager; any exercise or failure to exercise investment direction authority by Participant, by a Designated Representative or Investment Manager; the Custodian's refusal on advice of counsel to act in accordance with any investment direction by Participant, a Designated Representative or an Investment Manager; any other act or failure to act by Participant, a Designated Representative or an Investment Manager; any prohibited

transaction or plan disqualification of a Qualified Plan due to any actions taken or not taken by the Custodian in reliance on Instructions from the Participant, the Designated Representative or an Investment Manager; or any other act the Custodian takes in good faith hereunder that arises under this Agreement or the administration of the Custodial Property. The Custodian will have no responsibility to see that any investment directions comply with the terms of the Qualified Plan. However, if the Custodian receives any direction from the Participant, a Designated Representative or an Investment Manager 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 un-invested any asset without liability until proper directions are received from the Participant, the Designated Representative or the appropriate Investment Manager. If investment directions are incomplete or unclear, the Custodian must notify the Participant, a Designated Representative or the Investment Manager 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. If any tax reporting information is not correctly and timely provided to the Custodian with respect to tax reporting the Custodian has explicitly agreed to do, the Participant shall hold the Custodian harmless from and indemnify it for any liability and related expenses that arise in connection with improper or late withholding or reporting. The Custodian shall have no liability for making any distribution or transfer pursuant to the Instruction of the Participant (including amounts withheld pursuant to this section) and shall be under no duty to make inquiry as to whether any distribution or transfer directed by the Participant is made pursuant to the provisions of the Plan or any applicable law, or as to such Instruction's effect for tax purposes or otherwise. 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 Participant, a Designated Representative or an Investment Manager; 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 responsible 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. The Custodian shall have no liability for any matters beyond its control such as market loss or diminution, impact of government regulations, third-party bankruptcies or otherwise. The provisions of this Article shall survive the termination, amendment or expiration of this Agreement.

ARTICLE 11 MISCELLANEOUS

11.1 Duty to Defend. The Custodian shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Account or with respect to any property held in the Custodial Property. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit, or proceedings affecting the Account or any of the assets of the Custodial Property. All legal fees, costs, and expenses so incurred shall be paid for by the Participant or in the absence of payment charged against the Account. Without limiting the generality of the foregoing, the Custodian will not settle any action taken as set forth herein, without the prior written consent of the Participant.

11.2 Governing Law; Venue; Other Remedies. This Agreement is subject to all applicable federal laws and regulations and shall be interpreted, construed, and enforced in accordance with and governed by the laws of the State of South Dakota without giving effect to any conflict of law provisions, and each party hereby submits to the exclusive personal jurisdiction, and waives all objections as to venue for the enforcement of any provision of this Agreement, in the state and federal courts situated in Sioux Falls, SD. In the event that any legal action is taken to enforce any term or provision of this Agreement, the parties agree that the prevailing party in any such legal action shall be entitled to all costs and attorneys' fees incurred in that action. Prior to your filing any such suit, you must provide written notice to Custodian stating with specificity the alleged breach of this Agreement within thirty (30) days of the alleged breach occurring. If such alleged breach is capable of cure or remedy, Custodian shall have a period of thirty (30) days from receipt of the written notice of the alleged breach to cure and/or remedy the breach before you may file any such suit. You agree that Custodian's entire liability and your exclusive remedy in any cause of action based on contract, tort or otherwise in connection with any services rendered pursuant to this Agreement or otherwise furnished by Custodian to you shall be limited to the total fees paid by you to Custodian, and in no event whatsoever shall Custodian be liable for any indirect, consequential, special, punitive or incidental damages. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, or our right thereafter to enforce each and every such provision.

11.3 Counterparts. This Agreement shall be executed in any number of counterparts, each one of which shall be deemed to be the original although the others shall not be produced.

11.4 Notices. The address of the Participant shall be as set forth in the Application, but may be changed by providing either written notice to the Custodian sent by certified mail, return receipt requested or by electronic communication that is used regularly in the ordinary course of business between the Participant and the Custodian. Any required notice regarding this account will be considered effective thirty (30) days following the date we send it to the intended recipient at the last email address we have in our records. If no email address was provided, we will provide such notice by U.S. mail to the last address we have in our records. This notice will direct you to our website to view any new information pertaining to your account electronically unless you notify us that you prefer we provide you with paper copies of the same. You, or the intended recipient, must promptly notify us of any change of email or mailing address. Any notice to be given to us will be considered effective when we actually receive it.

11.5 Exclusive Benefit. Except as permitted by law or by the terms of the Qualified Plan or related Trust, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Qualified Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purpose of providing benefits to participants in the Qualified Plan and their beneficiaries and defraying the reasonable expenses of administering the Qualified Plan and the Trust.

11.6 Prohibited Transactions. You understand that certain transactions are prohibited under the Code, and specifically Section 4975 of the Code. You further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. You understand that we have no obligation or duty to make a determination, and accordingly will make no determination, as to whether any investment is prohibited. You further understand that should your Account engage in a prohibited transaction, you will incur a taxable distribution as well as possible penalties. You represent to us that you have consulted or will consult with your own tax or legal professional to ensure that none of your directions or instructions or Account investments will constitute a prohibited transaction and that your Account investments will comply with all applicable federal and state laws, regulations and requirements.

11.7 Unrelated Business Income Tax (UBIT). Since your Account is a tax-exempt organization under the Code, if your Account earns income from an investment which is derived from a business regarded as not related to the exempt purpose of your Account, it may be subject to the so-called "unrelated business income tax" if it is in excess of permitted deductions. In the event that your direction of investment of this Account results in taxable income (unrelated or debt-financed) pursuant to Sections 511-514 of the Code in excess of the \$1,000 exclusion (as that amount may be adjusted) for any taxable year, you agree to prepare or have prepared the applicable IRS form, an application for employer identification number (if not previously obtained), and any other documents that may be required, and to submit them to us, for filing with the Internal Revenue Service, at least five (5) days prior to the date on which the return is due for such taxable year, along with an appropriate payment directive authorizing the Custodian to execute the forms on behalf of your Account and to pay the applicable unrelated business income tax from your Account. You understand that we have no obligation or duty to prepare or have prepared such documents. The Custodian shall not be responsible for the determination of the applicability of the UBIT with respect to any investment and/or plan matters. The Plan Administrator acknowledges that he/she is solely responsible for determining if UBIT applies to investments and/or plan matters and understands that he/she is solely responsible for reporting and filing of all tax forms and/or returns, including but not limited to the Form 990-T.

11.8 Evidence. Evidence required of anyone under the Custodial Agreement may be by certificate, affidavit, document, facsimile, E-mail or other form which the Person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

11.9 Waiver of Notice. Any notice required under this Custodial Agreement may be waived in writing by the Person entitled to the notice.

11.10 Complete Agreement. This Agreement and any schedule of fees provided by the Custodian or the Designated Representative embodies the entire agreement and understanding of the parties relating to the subject matter hereof.

11.11 USA Patriot Act Notification. The following notification is provided to Participant pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEWACCOUNT. 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 Participant: When Participant opens an account, if Participant is an individual, the Custodian will ask for Participant's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Custodian to identify Participant, and, if Participant is not an individual, the Custodian will ask for Participant's name, taxpayer identification number, business address, and other information that will allow the Custodian to identify Participant. The Custodian may also ask, if Participant is an individual, to see Participant's driver's license or other identifying documents, and, if Participant is not an individual, to see Participant's legal organizational documents or other identifying documents.

11.12 Taxes. Participant 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 Participant 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, Participant 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 Custodian shall not be responsible for the reporting and/or filing of any reports, forms, returns or related documents required under State/Federal law and/or required by the IRS regarding plan distributions, investments, contributions and/or any tax matters.

11.13 Data. Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Participant Information hereunder provided that any such data does not specifically identify any of Participant's confidential information. Participant hereby authorizes Custodian to share Participant's data, Personal Information and confidential information among Custodian's related companies. To protect clients' privacy, the Custodian, only conducts business with companies that agree to maintain strong confidentiality protections and limits the use of information provided. The Custodian does not permit these companies to sell any information provided to other third parties.