



APPLICATION

TRADITIONAL, ROTH, AND SEP IRA

Precious Metals

WHEN TO USE THIS FORM

When you want to open a Roth, Traditional, or SEP IRA with Equity Trust Company.

Account Type Summaries

- **Traditional IRA** - a tax-deferred account. Contributions are made with pre-tax dollars and contributions can be tax deductible. Money compounds tax free until funds are withdrawn.
- **Roth IRA** - a tax free savings plan. Contributions are made with after-tax dollars and are not tax deductible. Money compounds tax free and qualified distributions are tax free. Earned income must fall within the MAGI (Modified Adjusted Gross Income) limits to qualify for account.
- **SEP (Simplified Employee Pension)** - Designed for self-employed or small business owners with up to 25 employees. A SEP account allows for high annual contributions which are tax deductible and all money compounds tax free until funds are withdrawn. The 5305-SEP form must also be completed in order to open an account.

FEES AND PROCESSING TIMES

FEES:

Account Setup Fee: \$50.00 (one-time fee)

Account Maintenance Fees: Fees based on portfolio value of your account. See the enclosed Fee Schedule located in the IRA Custodial Account Agreement and Disclosure Statement.

Paper Statement Fee: Visit *Institutional eVantage* to enroll in eStatements to avoid an annual paper statement fee.

PROCESSING TIMES:

- Typically, Equity Trust Company will open your account in approximately three business days unless corrections are required (transfer times may vary per custodian).
- Typical transfers take 14-30 days from the time the paperwork is received by the current custodian.
- Choosing **Express Transfer Service** only impacts the time line as it applies to activities within Equity Trust Company's control.
- Please contact your current custodian to discuss what options they offer for expediting the processing of this transfer.

IMPORTANT!

Equity Trust Company does not investigate, sponsor, or endorse any investment product. You assume sole responsibility for the success or failure of your investments. You are responsible for directing the investment of assets in your account. Equity Trust Company does not provide any investment advice, or recommend or evaluate the merits or suitability of any investment.

If Equity Trust Company's services were suggested by a financial representative, such person is not an agent, employee, representative, or affiliate of Equity Trust Company. Equity Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by any financial representative.

INSTRUCTIONS AND GUIDELINES

- Please fill in all sections of the application and include a copy of ID (Social Security Card or Birth Certificate for minors).

Contributions

- If making a new contribution, be sure to include the contribution check with application.
- If making a contribution with a credit card the dollar amount is limited to \$500.
- If you would like to sign up for Automatic Contributions, be sure to complete the Automatic Ongoing Contributions box in Section 4.

Transfers

- If funding by transfer, please include transfer paperwork and a copy of current statement (within 6 mos.) from current custodian.

Rollovers

- **TIME SENSITIVE** - ensure your rollover is completed within 60 days of the time you took the distribution in order to avoid any taxes or penalties.

Need Help? Call 800-955-3434 and a Client Service Representative will assist you in opening your account today!

CONTACT INFORMATION

PHYSICAL ADDRESS:

Equity Trust Company
Attn: Precious Metals
1 Equity Way
Westlake, OH 44145

WEBSITE:

www.EquityInstitutional.com

TOLL FREE:

800-955-3434

Or e-mail questions to:

E-MAIL:

PMNewAccount@EquityInstitutional.com

SUBMISSION OPTIONS

OVERNIGHT:

Equity Trust Company
Attn: Precious Metals
1 Equity Way
Westlake, OH 44145

FAX:

440-815-2484

REGULAR MAIL:

Equity Trust Company
Attn: Precious Metals
P. O. Box 451165
Westlake, OH 44145

DO NOT FAX OR MAIL THIS COVER PAGE

INVESTMENT PRODUCTS: NOT FDIC INSURED - NO BANK GUARANTEE - MAY LOSE VALUE

1 ACCOUNT HOLDER INFORMATION

LEGAL NAME (Last, First, Middle) <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.				PM	
PHYSICAL STREET ADDRESS (Required - No P.O. Box)				ACCOUNT TYPE <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP (5305 form required)	
CITY	COUNTY	STATE	ZIP CODE		
MAILING ADDRESS (If different from above - P.O. Box may be used)					
CITY	COUNTY	STATE	ZIP CODE		
SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	COUNTRY OF CITIZENSHIP <input type="checkbox"/> USA <input type="checkbox"/> Other _____			
EMAIL ADDRESS (Important - to notify you of information pertaining to your IRA) ¹		ONLINE QUARTERLY STATEMENT: <input type="checkbox"/> I elect to receive my quarterly statement electronically *Requires email address and enrollment in eStatements			
HOME PHONE NUMBER	BUSINESS PHONE NUMBER	MOBILE PHONE NUMBER			

☐ Check box if this is a beneficiary account you have inherited from another individual

☐ Check box if the account owner is a minor

2 DESIGNATE YOUR SECURITY INFORMATION

SELECT A 6-DIGIT PIN NUMBER A PIN number is used to verify your identity when calling Client Services and to provide online access to your account information.

Confidential Six Digit Pin Number: (Must Be Entirely Numeric)

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EXAMPLE:

1	2	3	4	5	6
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SELECT A SECURITY QUESTION Please select one of the following questions below and provide an answer. If you forget your PIN Number, this question can be used in place of the pin.

☐ What's my pet's name? ☐ What's my mother's maiden name? ☐ What high school did I attend? **Answer:** _____

3 BENEFICIARY DESIGNATION

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a prorata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA.

Beneficiary Designation: I understand that I may change or add Beneficiaries at any time by completing and delivering a **Change of Beneficiary form** to Equity Trust Company. If you designate a trust as the beneficiary, please provide a copy of the trust. Named Beneficiaries may only be U.S. Citizens or non-U.S. Citizens that have obtained a substitute tax identification number or social security number.

Name (first, middle, last)	Date of Birth (mm/dd/yyyy)	Social Security Number	Country(ies) of Citizenship	Relationship	Primary or contingent	Share %
1.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
2.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
3.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	

This section should be reviewed if either the trust or the residence of the IRA holder is located in a community² or marital property state and the IRA holder is married. Due to the important tax consequences of giving up one's community property interest, individuals signing this section should consult with a competent tax or legal advisor.

CURRENT MARITAL STATUS: ☐ **I am not married** - I understand that if I become married in the future, I must complete a new **Change of Beneficiary form**.
☐ **I am married** - I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

CONSENT OF SPOUSE: I am the spouse of the aforementioned IRA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this IRA, I have been advised to see a tax professional.

I hereby give the IRA holder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

SIGNATURE OF SPOUSE	DATE
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FOR EQUITY TRUST COMPANY USE ONLY

Account Number _____ Event Code _____

Tracking Code _____

4 FUND YOUR ACCOUNT (Fill in all that apply)

☐ OPTIONAL FUNDING METHODS (Check all that apply)

<input type="checkbox"/> Transfer (from an existing IRA or SEP account) <input type="checkbox"/> Rollover (Including direct rollover from employer's plan)	<input type="checkbox"/> Recharacterization <input type="checkbox"/> Conversion	Total Other Funding Amount \$ _____
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☐ ONE-TIME CONTRIBUTION (Required Minimum \$500)

CONTRIBUTION AMOUNT	PAYMENT METHOD <input type="checkbox"/> Credit Card* (maximum contribution charge limit \$500) <input type="checkbox"/> Check Enclosed (make payable to Equity Trust Company)	CONTRIBUTION YEAR(S)
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*Please complete the attached **Credit Card Form** when requesting a contribution by credit card.

☐ AUTOMATIC ONGOING CONTRIBUTIONS - SIGN UP FOR FREE!

☐ I hereby authorize Equity Trust Company, to initiate debit entries to my account at the Financial Institution indicated below through the Automated Clearing House (ACH) system, subject to the rules of the Financial Institution³ **A voided check is required.**

BANK NAME	BANK, CITY/STATE	BANK PHONE							
NAME ON ACCOUNT	TIMING OF DEBIT (check one) <input type="checkbox"/> Bi-monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	DATE OF DEBIT (i.e. 30th)							
TYPE OF ACCOUNT (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Routing Number (ABA) <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> <td style="width: 33.33%;"></td> </tr> </table>				Account Number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Note: A voided check is required for ACH contribution requests.

5 FEES (Please refer to the appropriate Fee Schedule)

Choose account type/fee schedule below*:

- ☐ Segregated Storage - \$150.00 Storage Fee
☐ Non-segregated Storage - \$100.00 Storage Fee

*This is a one-time selection. Please refer to Section 7, number 7 for storage definitions and restrictions.

NEW ACCOUNT FEE OPTIONS* (select one)

How would you like to pay your account set-up and first year's maintenance fees?

☐ Check Enclosed ☐ Credit/Debit Card** ☐ Deduct from Transfer

I acknowledge that Equity Trust Company will calculate and charge the fees due according to the Annual All Inclusive Fee Schedule. See the IRA Custodial Account Agreement and Disclosure Statement for the appropriate fee schedule.

***If no option is chosen, New Account Fees will be deducted from account once money has been deposited.**

SUBSEQUENT ANNUAL MAINTENANCE AND SPECIAL SERVICES FEE OPTIONS (select one)

Maintenance Fees are billed annually and can be paid by the following options:

☐ Debit IRA Account - Please deduct my annual maintenance fee from my IRA Cash Account (account must have liquid assets)

☐ Invoice me annually at: (Choose from one of the two options below)

____ Account Holder's address

____ Following address:

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If a selection is not made, Equity Trust Company will assume automatic withdrawal of Annual Fees and any other applicable fees from the Account. The Account Holder will be responsible for any unpaid fees should the Account be illiquid or have insufficient funds to cover all fees. Equity Trust Company will assess a late fee if Annual fees are not paid by the provided deadline.

THIS SECTION INTENTIONALLY LEFT BLANK

6 ACCOUNT AUTHORIZATIONS

THE FOLLOWING SELECTIONS ARE OPTIONAL FEATURES AVAILABLE ON YOUR EQUITY TRUST COMPANY IRA. SELECT ONLY THE ITEM(S) YOU WISH TO AUTHORIZE. (Please leave blank if you do not wish to make any designations for your account.)

☐ **Referral:** I was referred to Equity Trust Company by the person referenced below. I understand that Equity Trust Company **will not release information** to this person and will not accept transaction instructions from this individual. This person is not a Designated Representative on my account.

☐ **Interested Party Designation:** If selected, I authorize Equity Trust Company to release information to the following person regarding my account including copies of quarterly statements or other written, verbal, or electronic communications. I understand that Equity Trust Company will not accept transaction instructions from this individual. This person is not a Designated Representative on my account.

- **Important:** If your account will have an Interested Party and Designated Representative, please provide the additional information by submitting an **Optional Authorization Designation/Change Form**.

☐ **Designated Representative:** This person will have the ability to direct investments on your behalf. Please see section 7 for details on what authorizations a Designated Representative will have as a result of checking this box.

- **Important:** If your account will have an Interested Party and Designated Representative, please provide the additional information by submitting an **Optional Authorization Designation/Change Form**.

Telephone Authorization: I authorize Equity Trust Company to honor telephone transaction requests from me or my Representative (if I have designated one) for my Account. My Social Security Number will be required as verification before any request will be accepted. I understand and agree that Equity Trust Company will not be liable for any loss, expense or cost arising out of any request affected hereunder. (Note: This authorization applies only to investment directions given to Equity Trust Company. It does not automatically authorize telephone exchange or redemption privileges for any investment.) **Telephone Authorization automatically applies to your account.**

☐ Check this box only if you do not want telephone authorization on your account.

SECTION 1

REFERRAL, INTERESTED PARTY, OR REPRESENTATIVE NAME:		REFERRAL, INTERESTED PARTY, REPRESENTATIVE LICENSE NUMBER:	
REFERRAL, INTERESTED PARTY, OR REPRESENTATIVE ADDRESS:			
CITY:		STATE:	ZIP CODE:
PHONE:	FAX:	EMAIL ADDRESS:	
FIRM NAME (IF APPLICABLE):			
FIRM ADDRESS (IF APPLICABLE):			
CITY:		STATE:	ZIP CODE:
PHONE:			
FIRM AUTHORIZED SIGNATURE (IF REQUIRED BY DEALER):			DATE:
REPRESENTATIVE'S RELATIONSHIP TO YOU:			
Is this individual a:	<input type="checkbox"/> Financial Advisor	<input type="checkbox"/> CPA	<input type="checkbox"/> Attorney
	<input type="checkbox"/> Financial Planner	<input type="checkbox"/> Broker	<input type="checkbox"/> Investment Sponsor
	<input type="checkbox"/> Other, please describe:		

SECTION 2 (Complete if Designated Representative currently works with Equity Institutional)

Please enter Equity Trust Company Rep/Referral Number

7 IMPORTANT (PLEASE READ BEFORE SIGNING)

The signature below acknowledges that I have received, read, and understand the Equity Trust Company IRA Custodial Agreement, Disclosure Statement and Fee Schedule found in the **IRA Custodial Account Agreement and Disclosure Statement**. I acknowledge that the **IRA Custodial Account Agreement and Disclosure Statement** explains the duties, limitations on duties, and the rights of Equity Trust Company and depositor. By signing this application below, the depositor assumes complete responsibility for determining contribution eligibility and tax consequences of any and all contributions or distributions; accepts and agrees to all of the terms and provisions set forth in the **IRA Custodial Account Agreement and Disclosure Statement**; and has read and accepted the terms of the Fee Schedule.

Signatures—By signing below, I hereby make the following representations:

1. I appoint Equity Trust Company, as Custodian of my Account. I acknowledge that I have received and read Equity Trust Company's Individual Retirement Custodial Account Agreement and Disclosure Statement on the date shown below, and I agree to be bound by the terms and conditions contained in these documents. I understand that, within seven (7) days from the date that I open my Account, I may revoke this application and close my Account without penalty by mailing or delivering a written notice to Equity Trust Company.
2. I acknowledge that my Account is self directed and I am solely responsible for the selection, management, and retention of all investments held within my Account. I understand and acknowledge that Equity Trust Company will exercise no discretion with respect to the funds in my Account, will not under any circumstances provide investment advice or recommendations, and will in all events invest all of the funds in my Account solely and exclusively at my direction. I further understand that I am not entering into a "trust" agreement with Equity Trust Company, but rather I am entering into a "custodial" agreement under which Equity Trust Company has no duties or responsibilities with respect to the investment of the funds in my Account. Finally, I understand and

intend that Equity Trust Company shall not assume the responsibilities of a trustee, a "fiduciary," or a person entitled to exercise any discretionary authority with respect to the funds in my Account, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state or local laws.

3. I understand that if I have chosen to appoint a Representative in the Account Authorizations Section of this Agreement, or should I ever appoint a Representative on a form acceptable to Equity Trust Company, such person is my agent and is not in any way an agent, employee, or representative of Equity Trust Company. I understand that Equity Trust Company has not made and will not make any recommendation or investigation with respect to my Representative, nor does Equity Trust Company compensate my Representative in any manner.
 - A By appointing a financial advisor, broker, financial planner or other person as a Designated Representative to your individual retirement account, you should understand that this person:
 - is authorized to give investment directions on your behalf to Equity Trust Company.
 - will have unlimited access to your Account information, and
 - will receive copies of your Account statements and other correspondence.
 - B By selecting this option in your IRA application and signing the application, you are appointing the person(s) indicated as your Representative on your Equity Trust Company account for the purpose of communicating investment directions to Equity Trust Company and receiving information on your Account, in accordance with Section 8.03 of the terms of the **Individual Retirement Account Custodial Agreement and Disclosure Statement**. You are acknowledging that:
 - You understand that your Representative is your authorized agent and is not in any way an agent, employee, or representative of Equity Trust Company.
 - You understand that your Representative may be a registered representative of a broker dealer organization, a financial advisor or other person that you deem acceptable
 - You understand that Equity Trust Company has not made and will not make any recommendation or investigation with respect to your appointed representative.
 - You understand that you may appoint and/or remove your Representative at any time by delivering written notice on a form acceptable to Equity Trust Company. If you remove your representative, you understand that such removal shall not have the effect of cancelling any notice, instruction, direction or approval received by Equity Trust Company from your removed Representative before Equity Trust Company receives your notice of removal.
 - You instruct Equity Trust Company to pay for or receive payment from security or other investment transactions communicated by your Representative as shown below, as indicated by broker confirmations of trade or other requests for payment received by Equity Trust Company.
 - You understand that it is solely your responsibility to direct your Representative to execute trades or other investments for your Equity Trust Company account, and all instructions, directions, and/or confirmations received from your Representative, his agent(s), or his broker dealer, whether written or oral, shall be assumed by Equity Trust Company to have been authorized by you.
 - Without limitation, you agree to indemnify and hold Equity Trust Company harmless for any loss or breach of any kind which may result from any action or inaction that it takes or omits in good faith in accordance with, and in its reliance upon, any certificate, notice confirmation, instruction, or other written or oral (if so elected) communication purporting to have been delivered at your direction on behalf of your Account by your Representative or brokerage firm.
4. I understand that if a financial representative suggested that I retain Equity Trust Company's services as custodian for investments made through my Account, that such financial representative is not in any way an agent, employee, representative, or affiliate of Equity Trust Company. I acknowledge that Equity Trust Company is not responsible for and is not bound by any representations, warranties, statements or agreements made by any financial representative. I further understand that Equity Trust Company does not compensate such financial representatives in any manner.
5. I understand that Equity Trust Company does not review the prudence, viability or merits of any investment or whether the investment is acceptable under ERISA, the Internal Revenue Code, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of my investments. I understand that I should have all investments reviewed by my attorney and/or tax advisor.
6. I consent to Equity Trust Company's fee schedule as specified on the last page of the **IRA Custodial Account Agreement and Disclosure Statement**, and any amendments made thereto.
7. Storage Definitions.

Segregated Storage: When precious metals are segregated for a customer, the precious metals are segregated from other customer's precious materials. When the precious metals are withdrawn, the customer will receive the exact same material as was deposited.

Non-Segregated Storage: When precious metals are stored for a customer on a non-segregated basis, the precious metals are comingled with other customer's material and are not physically separated. When the precious metals are withdrawn, the customer will receive the same type of coins or bars as were deposited, but not the exact same material as was deposited.

 - Please Note: All silver will be non-segregated.
8. I agree to promptly give instructions to Equity Trust Company as necessary to enable Equity Trust Company to carry out its duties under my Custodial Account Agreement.
9. I represent that whenever information as to any taxable year is required to be filed with the Internal Revenue Service, that I will file such information with the Internal Revenue Service unless filed by Equity Trust Company.
10. I hereby expressly direct that Equity Trust Company deposit all undirected cash from any source, including without limitation contributions, transfers, rollovers or cash income from any asset of my Account, in a negotiable order of withdrawal or transaction account maintained by Equity Trust Company on behalf of account holders (the "Bank Account") until such time as I give Equity Trust Company a further investment direction. I understand that, as a result of my direction, Equity Trust Company is required to deposit all undirected cash in my Account in the Bank Account.
11. I understand that it is my sole responsibility to manage the investment(s) held within my Account, and that Equity Trust Company has no responsibility to question any investment directions given by me or my Representative (if I have appointed one), regardless of the nature of the investment. I understand that Equity Trust Company is in no way responsible for monitoring the performance of investments or for the performance of any investment held within my Account.
12. I understand that, the investments within my Account are not FDIC-insured, nor are any investments guaranteed by Equity Trust Company, and that such investments may lose value.
13. I understand that distributions I receive from my Account are subject to Federal income tax withholding unless I elect to not have withholding apply. By signing and dating below, I elect not to have withholding apply to "in-kind" distributions from my Account, subject to my right to revoke this election at a later date. If I should revoke this election and have withholding apply to "in-kind" distributions, I understand that it will be my responsibility to ensure that this Account maintains a sufficient amount of cash to satisfy my withholding election. I understand that I am responsible for paying Federal income tax on the taxable portion of my distribution(s) and that I may be subject to tax penalties if my payments of estimated tax and withholding, if applicable, are not adequate.
14. I understand that Equity Trust Company may terminate my Account upon 30 days' written notice and will do so should I fail to pay any fees, expenses or taxes as provided under my **IRA Custodial Account Agreement and Disclosure Statement**.
15. I understand that Equity Trust Company will terminate my Account, if upon 30 days' written notice, if Equity Trust Company does not receive a fair market value valuation as required by my **IRA Custodial Account Agreement and Disclosure Statement**.
16. I consent to Equity Trust Company's amendment of any document which this Agreement is a part; provided that any such amendment complies with the requirements set forth in the **IRA Custodial Account Agreement and Disclosure Statement (IRS Form 5305 A/IRS Form 5305-RA)** which comprises part of these documents.
17. I consent to Equity Trust Company's use of third-party sources in fulfilling its obligation to obtain, verify and record information I provide in the opening of this Account in accordance with the USA PATRIOT Act.
18. This Application and Agreement are executed and accepted by Equity Trust Company in the State of Ohio.

SIGN HERE (Signatures must be present on all originals, copies, faxes and/or emails. A delay in processing may occur if signature is not present.)

ACCOUNT HOLDER SIGNATURE	SIGN HERE	DATE	AUTHORIZED CUSTODIAN	DATE
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What's Next? Equity Trust Company processes applications within 1 - 3 business days (Monday - Friday) of receiving a signed application. Shortly thereafter, the client will receive a welcome package sent from Equity Trust Company via regular mail. Contact Equity Trust Company with questions about your new account by calling our toll-free number (800) 955-3434 (option 2).

¹ By providing your email address, you consent to receiving email from Equity Trust Company. Information about opting out of certain email communications is provided at www.EquityInstitutional.com.

² Community Property states include: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.

³ This authorization, including any credit or debit entries initiated hereafter, is in full force and effect until I notify Equity Trust Company of its revocation in writing and Equity Trust Company has had sufficient time to act on it.

Traditional and Roth IRA Custodial Account Agreements and Disclosure Statements

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1 Equity Way • Westlake, OH 44145
Phone: (440) 323-5491 • Fax: (440) 366-3755
www.TrustETC.com
www.EquityInstitutional.com

The Depositor named on the Application is establishing a Traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Application has given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the Custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit increased to \$4,000 for tax years 2005 through 2007, \$5,000 for tax years 2008 through 2012, and \$5,500 for tax years 2013 through 2015. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, \$6,000 for 2008 through 2012, and \$6,500 for tax years 2013 through 2018. The above limits may increase in future years to reflect a cost-of-living adjustment, if any.

ARTICLE II

The Depositor's interest in the balance in the custodial account is non-forfeitable.

ARTICLE III

3.1 No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

3.2 No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

4.1 Notwithstanding any provision of this Agreement to the contrary, the distribution of the Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.

4.2 The Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70 ½. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in: (a) A single sum or (b) Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.

4.3 If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the Depositor dies on or after the required beginning date and:

(i) the designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

(ii) the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.

(b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there

is no designated beneficiary, in accordance with (ii) below:

(i) the remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70 ½. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

(ii) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.

4.4 If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the account.

4.5 The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) the required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70 ½, is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.

(b) the required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70 ½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) the required minimum distribution for the year the Depositor reaches age 70 ½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

4.6 The owner of two or more Traditional IRAs may satisfy the minimum distribution requirements described above by taking from one Traditional IRA the amount required to satisfy the requirement for another in accordance with the Regulations under section 408(a)(6).

ARTICLE V

5.1 The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

5.2 The Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through V and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related Regulations will be invalid.

ARTICLE VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related Regulations. Other amendments may be made with the consent of the persons whose signatures appear on the Application, as provided in Article 19, Section 19.3 below.

ARTICLE VIII - DEFINITIONS

The below words and phrases, when used in this Traditional Individual Retirement Custodial Account Agreement (the "Agreement"), shall have the following meaning:

- 8.1 "You" and "Your" means the Depositor and IRA Owner.
- 8.2 "We," "Us" and "Our" mean the Custodian.
- 8.3 "Code" means the Internal Revenue Code.
- 8.4 "Regulations" means the Treasury Regulations.
- 8.5 "IRA," "custodial account," "account" or "IRA account" means the account you set up with us under this Agreement.

ARTICLE IX - CUSTODIAN RIGHTS AND DUTIES

- 9.1 Our duties as custodian of your IRA account are limited to those set forth in this Agreement. Our duties are limited to receiving funds or investments from you or your designated/appointed representative, following your directions concerning your IRA account and carrying out our ministerial duties as custodian as set forth in this Agreement.
- 9.2 It shall be our duty to maintain an account in your name and to effect administrative tasks at your direction. Such tasks include the following:
 - (a) holding and/or investing/re-investing any part of your IRA account at your direction;
 - (b) selling, conveying, transferring and otherwise following your directives concerning property held in your IRA account;
 - (c) borrowing and lending money and extending mortgages at your direction;
 - (d) retaining cash and assets in your account, which account shall reflect the amounts contributed by you from rollover, transfers, investments and distributions, disbursements and all other transactions directed by you;
 - (e) holding any securities or other property which has been properly registered to your account;
 - (f) filing certain tax forms such as 5498s and 1099s required of us as custodian;
 - (g) unless otherwise directed by you, depositing all undirected and un-invested cash from any source into the Program as set forth and defined in Article 13, Section 13(b) of this Agreement, and then to place such deposited cash into one or more financial institutions we choose;
 - (h) making payments, disbursements or distributions from your IRA account at your instruction;
 - (i) furnishing to you, on at least an annual basis, a statement of your assets and transactions in your IRA account; and
 - (j) making, executing and delivering any and all contracts, waivers, releases and any other document necessary for effecting a transaction directed by you.

9.3 Custodian's Rights

- (a) If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute or is being challenged by a third party, we reserve the right to take no action and/or freeze your IRA account until further clarification acceptable to us is received from you or the appropriate government or judicial authority.
- (b) Any review performed by us with respect to an investment shall be solely for our own purposes of determining whether such investment poses administrative burdens on us and whether accepting such investment complies with our internal policies, practices and standards. We have the right to refuse any transaction/investment which we deem to be beyond the scope of our administrative responsibilities, capabilities or expertise or that we determine in our sole discretion does not comport with our internal policies, practices or standards.

Certain investments may pose administrative burdens on us and we reserve the right not to process or accept such investments. The decision to not accept an investment should not be interpreted as us endorsing or conducting due diligence on an investment, investment company or investment strategy. Further, the decision to review any documents related to your investment and whether to accept or not accept an investment does not create any fiduciary obligation on us and should not be construed as us making a determination concerning the suitability or legality of the investment. We also reserve the right to not process an investment direction or transaction if adequate information has not been provided.

If we determine that an asset in your account is no longer administratively feasible, such that it poses risk to us or is inconsistent with internal practices and standards, we have the right to resign from our role as custodian of the particular asset and/or IRA account and may distribute this asset to you at its last known value, which may subject you to fees for us having to re-register the asset and process the transaction. We shall have no liability for any tax, financial, or other consequences related to such distribution.

- (c) We shall use reasonable efforts to acquire or sell investments in accordance

with your directions within a reasonable period of time after we have received an investment direction and we shall make reasonable efforts to notify you if we are unable or unwilling to comply with an investment direction. Subject to the foregoing, we 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 you.

- (d) We have the right to close your IRA account if the account drops below the minimum balance we establish and/or if your IRA account remains inactive with no assets or new investments for a period of time designated under our internal policies.

ARTICLE X – RESPONSIBILITIES OF THE IRA OWNER

10.1 In General

- (a) You represent and warrant to us that any information you have given or will give us with respect to this Agreement, your IRA account or the Application is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely and/or act upon any such information or directions upon receipt. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions or failures to act.
- (b) We have the right to assume that any document you submit relative to your IRA account is enforceable, authorized and approved by you. You agree that we are not liable for any damages as a result of us accepting a document that we believe is authorized and approved by you.
- (c) You are responsible for ensuring that the assets within your IRA account and all transactions connected with your IRA account comply with the Code, Regulations, rulings and this Agreement. We have no duty to determine whether your contributions or distributions comply with the relevant laws.
- (d) You represent to us that any loss sustained in your IRA account will not affect your retirement income standard, and if a mandatory distribution arises, you will have the ability through your IRA account and/or other retirement accounts to meet any mandatory distribution requirements.

10.2 Investment Conforms to All Applicable Securities Laws

- (a) You represent to us that if any investment by your IRA is a security under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and you release and waive all claims against us for our role in carrying out your instructions with respect to such investment.
- (b) You acknowledge that the foregoing representation is being relied upon by us in accepting your investment directions and you agree to indemnify us with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation, including, without limitation, claims asserted by you.

10.3 Investment of Amounts in Your IRA – Your Responsibility

- (a) **In General.** You have exclusive responsibility for and control over the investment of the assets of your IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; 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.
- (b) **Selection of Investment.** You will select the type of investment for your IRA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and comport with our internal policies, practices, and standards and are deemed administratively feasible by us, as set forth in Article 9, Section 9.3(b). Cash balances in your IRA for which no investment instructions have been received shall be placed in a financial institution as set forth in Article 13, Section 13.1(b).
- (c) **Due Diligence.** It is your responsibility to perform proper due diligence with regard to any such representative, investment advisor, broker or other party. We will follow the directions of any such investment advisor, representative, broker or other party authorized by you in a manner acceptable to us, and the custodian will be entitled to all the same protections and indemnities in our reliance upon and execution of the directives of such agent or other party as if such directives were given by you. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, administrator, advisor or investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent.

(d) Custodian Acting in Passive Capacity Only – No Investment Advice

- (i) **We are acting solely as a passive custodian to hold IRA assets and we have no discretion to direct any investment in your IRA. Accordingly, we are 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 your IRA account. However, through our affiliate, we may receive a commission in connection with the unsolicited purchase or sale of a publicly-traded security. Further, we do not provide legal or tax services or advice with respect to your IRA investments.**
- (ii) **It is not our responsibility to review the prudence, merits, viability or suitability of any investment directed by you or your agent(s) or to determine whether the investment is suitable for you or acceptable under ERISA, the Internal Revenue Code or any other applicable law.**
- (iii) **We do not offer any investment advice, nor do we endorse any investment, investment product or investment strategy; and we do not endorse any investment advisor, representative, broker, or other party selected by you. We have no responsibility to question any investment directions given by you or by any representative/agent appointed by you.**
- (iv) **By performing services under this Agreement, we are acting at your direction and on your behalf. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to IRAs. We employ agents and organizations, including but not limited to Equity Administrative Services, Inc., for the purpose of performing administrative or other custodial-related services with respect to your IRA for which we otherwise have responsibility under this Agreement, and the limitations on our duties to you under this Agreement or otherwise shall also apply with respect to each agent or organization so employed.**
- (v) **We 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 you or your investment advisor, representative or agent; nor shall we be responsible to notify you or take any action should there be any default with regard to any investment.**
- (vi) We are not responsible for communicating, forwarding or notifying you or any third party of any information which we receive pertaining to your investments, IRA account or relationships. For example, we have no duty or obligation to notify you with respect to any information, knowledge, irregularities or our concerns relating to your investment or your investment advisor, broker, agent, promoter, or representative. Any failure of us to communicate such information to you does not result in any liability on us as custodian.

10.4 Investment Documentation

- (a) In directing us with respect to any investment, you must utilize our Direction of Investment form suitable to such investment or such other form acceptable to us. We may remit funding for your investment upon receipt of such Direction of Investment, without regard to any supporting documentation.
- (b) We 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.
- (c) You authorize and direct us to execute and deliver, on behalf of your IRA, any and all documents delivered to us in connection with your IRA investments; although we have no duty to deliver such documents and we shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with your investment direction. You authorize and direct us to correct errors in investment titling without notice to you and to correct other minor clerical errors with telephone or email consent from you upon verification of your identity.
- (d) **Deposit Investments.** The deposit investments available through us may include savings, and/or money market accounts, and certificates of deposit (CDs). Any cash in your IRA shall be invested in accordance with the instructions of the Depositor, or its designated representative, subject to the other terms of this Agreement. If you do not instruct us with regard to any

un-invested cash, such cash will be deposited pursuant to Article 13, Section 13.1(b). You may direct us to transfer any un-invested funds to an institution of your choice at any time.

(e) Uninvested Cash Fund

- (i) The Depositor hereby directs the Custodian, pending further investment instruction, to deposit all undirected and un-invested cash from any source, including, but not limited to contributions, transfers and income from assets held in the IRA Account, into the Program, as defined in Article 13, Section 13.1(b) of this Agreement, and then place such deposited cash into one or more financial institutions which qualify as well-capitalized under federal bank regulatory agency definitions. Interest earned on such cash balances net of the Program fee shall be credited to your IRA account as of the end of each month, provided your IRA account is open on the last business day of the month.
- (ii) You direct us to sweep available free credit balances automatically into the Program utilizing such well-capitalized financial institutions until such time as further direction is received from you or your designated representative(s).
- (iii) You also authorize us to transfer any such funds to a different well-capitalized financial institution without any further approval from you. Information on interest earned net of the Program fee is available online at <http://www.trustetc.com/clients/interest.html> and reported on your quarterly statement as appropriate, or can be obtained by contacting a Client Service Representative.

10.5 Quarterly Statement Review. You have sixty (60) days after either (1) the date of mailing of a paper quarterly statement; or (2) the posting of our quarterly statement online, if you receive electronic quarterly statements, to give us notice of any errors or inaccuracies reflected on the statements. You acknowledge that if you fail to give us notice of any discrepancies on your quarterly statements within sixty (60) days of each statement, we have the right to assume that you approve of the quarterly statement and you are, therefore, precluded from making future objections to the statement. We shall have no liability for the content reported or not reported on any quarterly statement unless you give us notice within that sixty (60) day period.

10.6 Duty to Indemnify

- (a) You agree to release, indemnify, hold harmless and defend us from any and all claims, damages, liability, actions, loss, costs and expenses (including, without limitation, attorneys' fees) resulting to the IRA, to you or to any beneficiary or incurred by or asserted against us, in connection with or by reason of any sale or investment made or other action taken (or omitted to be taken) directed by you or your agent or resulting from serving as the custodian hereunder. This includes claims, damages, liability, actions and losses asserted by you.
- (b) You agree to reimburse or advance to us, 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 claims made, threatened or asserted pertaining to any investment or action you or your agent directed through the custodian, including, without limitation, claims asserted by you, any state or federal regulatory authority or self-regulatory organization.
- (c) You release and indemnify and agree to hold harmless and defend us in the event that any investment or sale of your IRA assets violates any federal or state law or regulation or otherwise results in a loss of tax-exempt status, penalty, fine or tax imposed upon you, your IRA, or us.
- (d) We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent.

10.7 Legal Proceedings

- (a) You agree that you are solely responsible for the prosecution or defense, including the retention of legal counsel, of all legal actions ("Legal Proceedings") involving your IRA, which arise or become necessary for the protection of the investments in your IRA, including any actions where we are named as a result of being custodian of your IRA. If we are named as a defendant in any Legal Proceedings, which includes state, federal and local court or arbitration, as a result of the assets in your IRA being the subject of the litigation, you agree to retain legal counsel to represent us, in our custodial capacity, or however named in the Legal Proceedings. If you initiate Legal Proceedings against a third party regarding the assets in your IRA, and your IRA is the plaintiff, you agree to initiate suit by titling the plaintiff as "Equity Trust Company, Custodian FBO (Your Name) IRA." You agree to provide us with copies of all pleadings, motions, discovery, orders and final resolution documents upon request.
- (b) As you are the owner of the IRA held with us, you understand that we will not initiate Legal Proceedings on behalf of you or your IRA and will not

participate in such Legal Proceedings without direction from you. You understand that you have sole authority to direct and make all decisions related to the Legal Proceedings and you shall defend, indemnify and hold Equity Trust, its officers, directors and employees harmless from any loss, legal expense and liability that arise out of such Legal Proceedings, including costs for counsel for Equity Trust, if it deems separate counsel is necessary. Should we incur costs or expenses associated with such Legal Proceedings, we have the right to charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets held in your IRA.

10.8 **Insurance**

- (a) It is your duty, as the IRA owner, to secure or maintain fire, casualty, liability or other insurance coverage on any personal or real property held by your IRA or which serves as collateral under any mortgage or other security instrument held by your IRA with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you to arrange for such insurance as you determine necessary or appropriate to protect your IRA assets and to direct us in writing as to the payment of any premiums therefor. Furthermore, it is your responsibility to determine that payment has been made upon your written request by verifying same with your IRA statements.
- (b) You, as the IRA owner, are responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges (including penalties) with respect to any investment held in your IRA, unless you specifically direct us to pay the same in writing and sufficient funds are available to pay the same from your IRA account. Furthermore, it is your responsibility to determine that payment has been made from your IRA account. You must utilize an appropriate payment directive form available from us within a sufficient period of time for such direction to be accomplished in accordance with our normal business practices (without regard to whether we have undertaken efforts to comply with such directive).

10.9 Minimum Balance. We may require that your IRA account maintain a minimum balance of cash and assets, and we may distribute the entire balance of your IRA account to you in cash or property if the balance of your IRA account drops below a minimum balance we establish. In addition to the value of any assets held in your account, we may require that your IRA account maintain a minimum cash balance established by us. If your IRA account does not meet the minimum cash balance we establish, a fee may be assessed by us.

ARTICLE XI – PROHIBITED TRANSACTIONS

- 11.1 You understand that certain transactions are prohibited in IRAs and qualified retirement plans under Section 4975 of the Internal Revenue Code (a “prohibited transaction”). You further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. A prohibited transaction can occur with an improper use of the IRA such as a transaction involving a “disqualified person”, which is defined in the Code. If your IRA account contains a prohibited transaction, the IRA account typically loses its non-taxable status and a taxable distribution and penalty may result. We have no responsibility to make a determination as to whether any investment or transaction is a prohibited transaction. Rather, you are responsible for consulting with your own tax or legal professional to ensure that none of your IRA investments constitute a prohibited transaction.
- 11.2 By submitting an investment for processing, you affirm that the investment does not constitute a prohibited transaction and it complies with all applicable federal and state laws, regulations and requirements. We reserve the right, however, to not process a transaction, resign from the account or issue a distribution if we have a good faith belief that a transaction in your IRA account constitutes a prohibited transaction. We have no duty to inform you that your transaction is or could lead to a prohibited transaction.

ARTICLE XII – OTHER TAX CONSIDERATIONS

12.1 **Unrelated Business Taxable Income (UBTI)**

- (a) Since your IRA is a tax-exempt organization under federal tax law, if your IRA earns income from an investment which utilizes debt-financing or which is derived from a business regarded as not related to the exempt purpose of your IRA, that income is called unrelated business taxable income (“UBTI”) and may be subject to taxation if it is in excess of permitted deductions. We have no responsibility for determining whether an investment made in your IRA account earned income that may be considered unrelated business taxable income which is subject to this federal income tax. Rather, it is your responsibility to file the required Form 990-T when such unrelated business taxable income is earned.
- (b) In the event that your IRA earns unrelated business taxable income in excess of the \$1,000 exclusion (as that amount may be adjusted under the Code) for any taxable year, you agree to prepare or have prepared the required Form 990-T tax return, an application for employer identification

number (if not previously obtained), any other documents that may be required and to file these forms with the Internal Revenue Service and pay the applicable unrelated business income tax from your IRA. Additionally, if requested by us, you agree to: (1) send us documentation which evidences that the investments in your IRA account did not earn unrelated business taxable income; or (2) provide evidence of the filing of the required Form 990-T for such tax; or (3) authorize us to prepare the tax for you. Should you fail to provide us with such requested documentation within the time proscribed by us, you may be subject to a Late Documentation Fee.

ARTICLE XIII – SERVICE FEES

13.1 **Service Fees**

(a) **Fee Schedule**

- (i) We shall charge you fees for our services under this Agreement in accordance with our current Fee Schedule as it may be amended from time to time. Such fees include an annual service fee and other designated fees as set forth in the Schedule, which schedule may be amended upon 30 days’ advance written notice to you. As set forth in the Fee Schedule, renewal fees, such as the Gold Level Service Fee, will be automatically renewed and withdrawn from your IRA account each year on the anniversary date of your membership, unless you provide written notice of cancellation within 30 days prior to your anniversary date.
- (ii) Fees are generally based upon the fair market value of the assets held in the IRA, provided that where such assets are non-marketable investments or do not have a readily available market value, the fees shall be based upon cost or the estimated fair market value of such assets, whichever is greater. Publicly traded securities shall be valued at their fair market value. If cost is not reflective of fair market value with respect to the assets held in your IRA, you may provide us with a qualified independent valuation of such assets for purposes of determining an appropriate fee; and we will give consideration to such independent valuation. Our determination shall be binding and conclusive for purposes of IRA fees based upon value.

- (b) **Deposit Management Program Fees.** Other fees may be paid to us or our affiliates by third parties for assistance in performing certain transactions with respect to our Deposit Management Program (“Program”). Program fees are associated with cash management activities, such as account maintenance, depository bank selection, transaction processing, sub-accounting, record keeping, and any other services performed for the Program. Program fees for bank accounts maintained by the Custodian for all IRAs shall be deducted solely from interest earned on un-invested Program cash prior to the crediting of such interest to the individual custodial account. For these services, the Custodian charges each bank account in the Program, a monthly fee at an annualized rate of up to 4.00% on the average assets maintained in the bank accounts, payable solely from interest earned on un-invested cash from the Program. The Program fees will be charged regardless of which bank accounts are being used by your IRA. The Custodian has no obligation to ensure that all such bank account pay the same rate of interest; however, the Custodian has the right, but not an obligation, to reduce (rebate) a portion of this fee to your IRA as to the balances in a specific bank’s bank account. The Program fee for administering the bank accounts can change from time to time without notice, but cannot exceed the annualized rate of 4.00% without 30 days prior notice to you. The Program fee is deducted directly from any interest paid on each bank account in the Program, and the net amount is paid to your IRA monthly.
- (c) **Other Fees.** We may charge you and/or your IRA account for any reasonable expenses incurred by us in connection with any services that we deem necessary or which are directed by you for the administration of your IRA. These include, but are not limited to, attorney fees and expenses associated with the defense of or on behalf of your IRA or your interest involving your IRA account or its assets and in defense of us if we are named in any proceeding involving you or your account.
- (d) **Brokerage Commissions.** Any brokerage commissions attributable to the assets in your IRA will be charged to your IRA through your brokerage account. You cannot reimburse your IRA for those commissions. Commissions or other fees may be received by our affiliates from third parties for assistance in performing certain services for your IRA.
- (e) **Miscellaneous.** If you have provided us with information we consider sufficient to demonstrate that an asset(s) in your IRA account is subject to bankruptcy, reorganization, receivership or similar proceedings, or otherwise impaired, or if we receive notice of such information, the fee based upon such asset may be reduced by us at the time we receive notice of this information. However, you understand that any fees accrued and due prior to us receiving notice of information we deem acceptable continue to be owed by you.

- (f) **Right to Collect Fees.** We have the right to freeze the assets held in your IRA to ensure that we are protected from any loss involving your IRA account. We also have the right to liquidate and/or freeze assets for any unpaid fee balance. Should fees or expenses not be collected, we have the right to cease acting as custodian, close your account and force distribute any assets held in your IRA.

13.2 Credit Card

- (a) Upon establishment of your IRA account or at such time thereafter, you may be required to furnish us with a valid credit card account number and related information. You authorize us to charge that account for our fees and expenses in accordance with Article 13 of this Agreement. Such fees and expenses shall be paid by either deducting cash from your IRA account or by charging the credit card on file, or by the method offered and agreed to by you at the time of the transaction. Such credit card shall not be used by us for the purpose of paying any other investment or investment maintenance expenses of your IRA.
- (b) You authorize us to charge your credit card on file for all current and subsequent annual maintenance fees/account related fees, unless you revoke this authorization in writing. If fees are not paid directly from your IRA account or charged to your credit card, we will submit an invoice to you for all outstanding fees and expenses plus any applicable late charges. If you do not pay any invoice upon receipt, we may liquidate sufficient investments in your IRA account in accordance with Article 13 of this Agreement to pay any fees and expenses due to us.
- (c) If your credit card on file with us expires or otherwise is or becomes invalid, you shall immediately inform us and provide us with another valid credit card and related information and hereby authorize us to charge that credit card. We have the right, consistent with industry standard practices, to use a third party service to obtain updated credit card details if your credit card on file has expired.

ARTICLE XIV – BENEFICIARY(IES)

- 14.1 If you die before you receive all of the amounts in your IRA, payments from your IRA will be made to your beneficiary(ies). You may designate one or more persons or entities as beneficiary of your IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is accepted by us during your lifetime. Unless otherwise specified, each beneficiary designation you provide to us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation.
- 14.2 If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your IRA account. If no beneficiary should survive you, or if all beneficiaries renounce their rights to receive any benefit from the IRA, or if you fail to provide a beneficiary and none is listed on the IRA at the time of your death, we shall distribute the IRA in the following order: (1) to your spouse, but if you have no spouse or if your spouse does not survive you, then to (2) your estate.
- 14.3 A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your IRA as his or her own.
- 14.4 We may allow, if permitted by state law, an original IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited IRA at the time of your death) to name a successor beneficiary(ies) for the inherited IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original IRA beneficiary's(ies') lifetime. Unless otherwise specified, each beneficiary designation form that the original IRA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original IRA beneficiary(ies) does not designate a successor beneficiary(ies), his or her estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original IRA beneficiary.
- 14.5 After your death, your beneficiary(ies) shall have the right to direct the investment of your IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement.

ARTICLE XV – REQUIRED MINIMUM DISTRIBUTIONS

- 15.1 Your required minimum distribution is calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if your spouse is your sole designated beneficiary and is more than 10 years younger than you, your required minimum distribution is calculated each year using the joint and last survivor table in Regulations section 1.401(a)(9)-9.
- 15.2 If you fail to request your required minimum distribution by your required beginning date, we can, at our complete and sole discretion, do any one of the following:

- (a) make no distribution until you give us a proper withdrawal request;
- (b) distribute your entire IRA to you in a single sum payment; or
- (c) determine your required minimum distribution from your IRA with us each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

- 15.3 We will not be liable for any penalties or taxes related to your failure to take a required minimum distribution or to your receipt of an amount in excess of the required minimum distribution.

ARTICLE XVI – VALUATIONS

- 16.1 In reporting values for the assets held in custodial accounts, we use reasonable, good faith efforts to ascertain the fair market value of each asset. For those custodial assets where value is readily ascertainable on either an established exchange or generally recognized market, we will report values for such assets as derived from sources commonly used by the financial services industry to determine prices of financial instruments. For those custodial assets where fair market value is not readily ascertainable, you agree that you will provide to us a qualified independent appraisal of the asset. If you do not provide such an appraisal, we may report the asset's value at its last known fair market value or at its acquisition cost. For all custodial assets, we neither provide a guarantee of value nor an opinion with regard to any independent appraisal provided by you, and we assume no responsibility for the valuations reported. You acknowledge and agree that any valuation reported is not necessarily a true market value, may be merely an estimate of value and should not be relied upon by you for any other purpose.
- 16.2 If you have provided us with information sufficient to demonstrate that an asset(s) in your IRA account is subject to bankruptcy, reorganization, receivership or similar proceedings, or otherwise impaired, or if we become aware of this type of information, we have the right to reduce the value of such asset and/or distribute the asset to you. If this is the only asset held in your IRA account, we have the right to devalue, distribute the asset and close your account.

ARTICLE XVII – TERMINATION OF AGREEMENT, RESIGNATION, OR REMOVAL OF CUSTODIAN

- 17.1 Either party may terminate this Agreement at any time by giving written notice to the other party. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your IRA account to another financial organization. If you do not complete a transfer of your IRA account within 30 days from the date we mail the notice to you, we have the right to transfer your IRA assets to a successor IRA custodian or trustee that we choose in our sole discretion, or we may pay or distribute your IRA assets to you in a single sum or assignment. If we transfer your IRA, the existing IRA documents will govern your IRA relationship with the new custodian or trustee unless the successor custodian/trustee notifies you in writing of any changes and/or requires new IRA 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.
- 17.2 If this Agreement is terminated, we may charge to your IRA a reasonable amount necessary to cover any associated costs, including but not limited to, one or more of the following:
- (a) any fees, expenses or taxes chargeable against your IRA;
- (b) any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your IRA.
- 17.3 After your IRA account with us is closed, you are responsible for ensuring that all assets previously in your account are properly titled, registered and transferred out of our name.
- 17.4 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.
- 17.5 If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your IRA, but only if it is the type of organization authorized to serve as an IRA trustee or custodian.

ARTICLE XVIII – APPLICABLE LAW; WAIVER; AND VENUE

- 18.1 This Agreement is subject to all applicable federal laws and regulations and shall be governed by and construed under the applicable laws of the State of South

Dakota. The laws of the State of South Dakota shall not govern any procedural matters, including but not limited to any applicable limitation period.

- 18.2 **YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION AGAINST CUSTODIAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR OUR ROLE AS CUSTODIAN MUST BE FILE WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ACCRUED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE (1) YEAR. YOU AGREE TO WAIVE ANY STATUTE OF LIMITATION TO THE CONTRARY.**
- 18.3 **YOU FURTHER AGREE THAT CUSTODIAN SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND YOU AGREE TO WAIVE ANY SUCH CLAIMS OR DAMAGES AGAINST CUSTODIAN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**
- 18.4 If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. No waiver of any part of this Agreement shall be deemed to constitute a waiver of any other part, and any such waiver shall not constitute a continuing waiver and shall not affect you or our ability to thereafter enforce any and all parts of this Agreement.
- 18.5 **YOU AGREE THAT ANY ACTION FILED AGAINST CUSTODIAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR OUR ROLE AS CUSTODIAN, SHALL BE EXCLUSIVELY BROUGHT IN THE COUNTY COURTS OF LORAIN COUNTY, OHIO OR IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO EASTERN DIVISION-CLEVELAND, AND YOU AGREE TO SUBMIT TO THE JURISDICTION OF THESE COURTS BOTH IN CONNECTION WITH ANY SUCH ACTION YOU MAY FILE AND IN CONNECTION WITH ANY ACTION WHICH CUSTODIAN MAY FILE AGAINST YOU.**

ARTICLE XIX – MISCELLANEOUS PROVISIONS

- 19.1 **Confidentiality.** We take the protection of your personal information seriously. Our Privacy Notice, attached to this Agreement, and sent to IRA owners annually, sets forth the type of information we collect and whether and how we share your nonpublic personal information.
- 19.2 **Notices and Change of Address.** Any required notice regarding this IRA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 19.3 **Amendments.** We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail or electronically transmit the amendment, you notify us in writing that you do not consent.
- 19.4 **Withdrawals or Transfers.** All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.
- 19.5 **Transfers from Other Plans.** We can receive amounts transferred to this IRA from the custodian or trustee of another IRA. In addition, we can accept direct rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover.
- 19.6 **Liquidation of Assets.** We have the right to liquidate assets in your IRA if necessary to make distributions, pay our fees, expenses, indemnities, taxes, federal tax levies, and penalties or surrender charges chargeable against your IRA account. You agree not to hold us liable for any damages or loss associated with such liquidation of assets.
- 19.7 **Restrictions on the Assets.** Neither you nor any beneficiary may sell, transfer or pledge any interest in your IRA in any manner whatsoever, except as provided by law or this Agreement. The assets in your IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.
- 19.8 **Acknowledgment of and Authorization for Telephone Recordings.** We reserve the right to install and/or maintain automatic telephone recording equipment on telephone lines used by personnel servicing the custodial account in connection with trading functions and customer inquiries. By signing this Agreement, you acknowledge our right and expressly authorize us to record and play back any and all such telephone calls.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A traditional individual retirement account (Traditional IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian and must be completed no later than the due date (excluding extensions) of the individual's income tax return for the tax year. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

Do not file Form 5305-A with the IRS. Instead, keep it with your records.

For more information on IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590, Individual Retirement Arrangements (IRAs).

Definitions

Custodian. The custodian must be a bank or savings and loan association, as defined in Section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The depositor is the person who establishes the custodial account.

Identifying Number. The Depositor's social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

Traditional IRA for Nonworking Spouse

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse. Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

Specific Instructions

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Depositor reaches age 70 ½ to ensure that the requirements of section 408(a) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc. Attach additional pages if necessary. General Instructions Section references are to the Internal Revenue Code unless otherwise noted.

The Depositor named on the Application is establishing a Roth Individual Retirement Account under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Application has given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the Custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007, \$5,000 for tax years 2008 through 2012, and \$5,500 for tax years 2013 through 2015. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, \$6,000 for 2008 through 2012, and \$6,500 for tax years 2013 through 2018. The above limits may increase in future years to reflect a cost-of-living adjustment, if any.

ARTICLE II

- 2.1 The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married Depositor filing jointly, between AGI of \$186,000 and \$196,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
- 2.2 In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

ARTICLE III

The Depositor's interest in the balance in the custodial account is non-forfeitable.

ARTICLE IV

- 4.1 No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
- 4.2 No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

- 5.1 If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
- 5.2 The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
- 5.3 If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

ARTICLE VI

- 6.1 The Depositor agrees to provide the Custodian with all information necessary to

prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).

- 6.2 The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

ARTICLE VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through VI and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

ARTICLE VIII

This Agreement will be amended as necessary to comply with the provisions of the Code, the related Regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application, as provided in Article 19, Section 19.3 below.

ARTICLE IX - DEFINITIONS

The below words and phrases, when used in this Roth Individual Retirement Custodial Account Agreement (the "Agreement"), shall have the following meaning:

- 9.1 "You" and "Your" means the Depositor and Roth IRA Owner.
- 9.2 "We," "Us" and "Our" mean the Custodian.
- 9.3 "Code" means the Internal Revenue Code.
- 9.4 "Regulations" means the Treasury Regulations.
- 9.5 "Roth IRA," "custodial account," "account" or "Roth IRA account" means the account you set up with us under this Agreement.

ARTICLE X - CUSTODIAN RIGHTS AND DUTIES

- 10.1 Our duties as custodian of your Roth IRA account are limited to those set forth in this Agreement. Our duties are limited to receiving funds or investments from you or your designated/appointed representative, following your directions concerning your Roth IRA account and carrying out our ministerial duties as custodian as set forth in this Agreement.
- 10.2 It shall be our duty to maintain an account in your name and to effect administrative tasks at your direction. Such tasks include the following:
 - (a) holding and/or investing/re-investing any part of your Roth IRA account at your direction;
 - (b) selling, conveying, transferring and otherwise following your directives concerning property held in your Roth IRA account;
 - (c) borrowing and lending money and extending mortgages at your direction;
 - (d) retaining cash and assets in your account, which account shall reflect the amounts contributed by you from rollover, transfers, investments and distributions, disbursements and all other transactions directed by you;
 - (e) holding any securities or other property which has been properly registered to your account;
 - (f) filing certain tax forms such as 5498s and 1099s required of us as custodian;
 - (g) unless otherwise directed by you, depositing all undirected and un-invested cash from any source into the Program as set forth and defined in Article 14, Section 13(b) of this Agreement, and then to place such deposited cash into one or more financial institutions we choose;
 - (h) making payments, disbursements or distributions from your Roth IRA account at your instruction;
 - (i) furnishing to you, on at least an annual basis, a statement of your assets and transactions in your Roth IRA account; and
 - (j) making, executing and delivering any and all contracts, waivers, releases and any other document necessary for effecting a transaction directed by you.

10.3 Custodian's Rights

- (a) If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute or is being challenged by a third party, we reserve the right to take no action and/or freeze your Roth IRA account until further clarification acceptable to us is received from you or the appropriate government or judicial authority.

- (b) Any review performed by us with respect to an investment shall be solely for our own purposes of determining whether such investment poses administrative burdens on us and whether accepting such investment complies with our internal policies, practices and standards. We have the right to refuse any transaction/investment which we deem to be beyond the scope of our administrative responsibilities, capabilities or expertise or that we determine in our sole discretion does not comport with our internal policies, practices or standards.

Certain investments may pose administrative burdens on us and we reserve the right not to process or accept such investments. The decision to not accept an investment should not be interpreted as us endorsing or conducting due diligence on an investment, investment company or investment strategy. Further, the decision to review any documents related to your investment and whether to accept or not accept an investment does not create any fiduciary obligation on us and should not be construed as us making a determination concerning the suitability or legality of the investment. We also reserve the right to not process an investment direction or transaction if adequate information has not been provided.

If we determine that an asset in your account is no longer administratively feasible, such that it poses risk to us or is inconsistent with internal practices and standards, we have the right to resign from our role as custodian of the particular asset and/or Roth IRA account and may distribute this asset to you at its last known value, which may subject you to fees for us having to re-register the asset and process the transaction. We shall have no liability for any tax, financial, or other consequences related to such distribution.

- (c) We shall use reasonable efforts to acquire or sell investments in accordance with your directions within a reasonable period of time after we have received an investment direction and we shall make reasonable efforts to notify you if we are unable or unwilling to comply with an investment direction. Subject to the foregoing, we 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 you.
- (d) We have the right to close your Roth IRA account if the account drops below the minimum balance we establish and/or if your Roth IRA account remains inactive with no assets or new investments for a period of time designated under our internal policies.

ARTICLE XI – RESPONSIBILITIES OF THE ROTH IRA OWNER

11.1 In General

- (a) You represent and warrant to us that any information you have given or will give us with respect to this Agreement, your Roth IRA account or the Application is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely and/or act upon any such information or directions upon receipt. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions or failures to act.
- (b) We have the right to assume that any document you submit relative to your Roth IRA account is enforceable, authorized and approved by you. You agree that we are not liable for any damages as a result of us accepting a document that we believe is authorized and approved by you.
- (c) You are responsible for ensuring that the assets within your Roth IRA account and all transactions connected with your Roth IRA account comply with the Code, Regulations, rulings and this Agreement. We have no duty to determine whether your contributions or distributions comply with the relevant laws.

11.2 Investment Conforms to All Applicable Securities Laws

- (a) You represent to us that if any investment by your Roth IRA is a security under applicable federal or state securities laws, such investment has been registered or is exempt from registration under federal and state securities laws; and you release and waive all claims against us for our role in carrying out your instructions with respect to such investment.
- (b) You acknowledge that the foregoing representation is being relied upon by us in accepting your investment directions and you agree to indemnify us with respect to all costs, expenses (including attorneys' fees), fines, penalties, liabilities, damages, actions, judgments and claims arising out of such investment and/or a breach of the foregoing representation, including, without limitation, claims asserted by you.

11.3 Investment of Amounts in Your Roth IRA – Your Responsibility

- (a) **In General.** You have exclusive responsibility for and control over the investment of the assets of your Roth IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; 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.

- (b) **Selection of Investment.** You will select the type of investment for your Roth IRA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and comport with our internal policies, practices, and standards and are deemed administratively feasible by us, as set forth in Article 10, Section 9.3(b). Cash balances in your Roth IRA for which no investment instructions have been received shall be placed in a financial institution as set forth in Article 14, Section 13.1(b).
- (c) **Due Diligence.** It is your responsibility to perform proper due diligence with regard to any such representative, investment advisor, broker or other party. We will follow the directions of any such investment advisor, representative, broker or other party authorized by you in a manner acceptable to us, and the custodian will be entitled to all the same protections and indemnities in our reliance upon and execution of the directives of such agent or other party as if such directives were given by you. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, administrator, advisor or investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent.
- (d) **Custodian Acting in Passive Capacity Only – No Investment Advice.**
- (i) **We are acting solely as a passive custodian to hold Roth IRA assets and we have no discretion to direct any investment in your Roth IRA. Accordingly, we are 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 your Roth IRA account. However, through our affiliate, we may receive a commission in connection with the unsolicited purchase or sale of a publicly-traded security. Further, we do not provide legal or tax services or advice with respect to your Roth IRA investments.**
 - (ii) **It is not our responsibility to review the prudence, merits, viability or suitability of any investment directed by you or your agent(s) or to determine whether the investment is suitable for you or acceptable under ERISA, the Internal Revenue Code or any other applicable law.**
 - (iii) **We do not offer any investment advice, nor do we endorse any investment, investment product or investment strategy; and we do not endorse any investment advisor, representative, broker, or other party selected by you. We have no responsibility to question any investment directions given by you or by any representative/agent appointed by you.**
 - (iv) **By performing services under this Agreement, we are acting at your direction and on your behalf. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to Roth IRAs. We employ agents and organizations, including but not limited to Equity Administrative Services, Inc., for the purpose of performing administrative or other custodial-related services with respect to your Roth IRA for which we otherwise have responsibility under this Agreement, and the limitations on our duties to you under this Agreement or otherwise shall also apply with respect to each agent or organization so employed.**
 - (v) **We 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 you or your investment advisor, representative or agent; nor shall we be responsible to notify you or take any action should there be any default with regard to any investment.**
 - (vi) **We are not responsible for communicating, forwarding or notifying you or any third party of any information which we receive pertaining to your investments, Roth IRA account or relationships. For example, we have no duty or obligation to notify you with respect to any information, knowledge, irregularities or our concerns relating to your investment or your investment advisor, broker, agent, promoter, or representative. Any failure of us to communicate such information to you does not result in any liability on us as custodian.**

11.4 Investment Documentation

- (a) In directing us with respect to any investment, you must utilize our Direction of Investment form suitable to such investment or such other form acceptable to us. We may remit funding for your investment upon

receipt of such Direction of Investment, without regard to any supporting documentation.

(b) We 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.

(c) You authorize and direct us to execute and deliver, on behalf of your Roth IRA, any and all documents delivered to us in connection with your Roth IRA investments; although we have no duty to deliver such documents and we shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with your investment direction. You authorize and direct us to correct errors in investment titling without notice to you and to correct other minor clerical errors with telephone or email consent from you upon verification of your identity.

(d) **Deposit Investments.** The deposit investments available through us may include savings, and/or money market accounts, and certificates of deposit (CDs). Any cash in your Roth IRA shall be invested in accordance with the instructions of the Depositor, or its designated representative, subject to the other terms of this Agreement. If you do not instruct us with regard to any un-invested cash, such cash will be deposited pursuant to Article 14, Section 13.1(b). You may direct us to transfer any un-invested funds to an institution of your choice at any time.

(e) Uninvested Cash Fund

(i) The Depositor hereby directs the Custodian, pending further investment instruction, to deposit all undirected and un-invested cash from any source, including, but not limited to contributions, transfers and income from assets held in the Roth IRA Account, into the Program, as defined in Article 14, Section 13.1(b) of this Agreement, and then place such deposited cash into one or more financial institutions which qualify as well-capitalized under federal bank regulatory agency definitions. Interest earned on such cash balances net of the Program fee shall be credited to your Roth IRA account as of the end of each month, provided your Roth IRA account is open on the last business day of the month.

(ii) You direct us to sweep available free credit balances automatically into the Program utilizing such well-capitalized financial institutions until such time as further direction is received from you or your designated representative(s).

(iii) You also authorize us to transfer any such funds to a different well-capitalized financial institution without any further approval from you. Information on interest earned net of the Program fee is available online at <http://www.trustetc.com/clients/interest.html> and reported on your quarterly statement as appropriate, or can be obtained by contacting a Client Service Representative.

11.5 Quarterly Statement Review. You have sixty (60) days after either (1) the date of mailing of a paper quarterly statement; or (2) the posting of our quarterly statement online, if you receive electronic quarterly statements, to give us notice of any errors or inaccuracies reflected on the statements. You acknowledge that if you fail to give us notice of any discrepancies on your quarterly statements within sixty (60) days of each statement, we have the right to assume that you approve of the quarterly statement and you are, therefore, precluded from making future objections to the statement. We shall have no liability for the content reported or not reported on any quarterly statement unless you give us notice within that sixty (60) day period.

11.6 Duty to Indemnify

(a) You agree to release, indemnify, hold harmless and defend us from any and all claims, damages, liability, actions, costs and expenses (including, without limitation, attorneys' fees) for any loss, resulting to the Roth IRA, to you or to any beneficiary or incurred by or asserted against us, 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 you or your agent or resulting from serving as the custodian hereunder. This includes claims, damages, liability, actions and losses asserted by you.

(b) You agree to reimburse or advance to us, 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 claims made, threatened or asserted pertaining to any investment or action you or your agent directed through the custodian, including, without limitation, claims asserted by you, any state or federal regulatory authority or self-regulatory organization.

(c) You release and indemnify and agree to hold harmless and defend us in the event that any investment or sale of your Roth IRA assets violates any federal or state law or regulation or otherwise results in a loss of tax-exempt status, penalty, fine or tax imposed upon you, your Roth IRA, or us.

(d) We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent.

11.7 Legal Proceedings

(a) You agree that you are solely responsible for the prosecution or defense, including the retention of legal counsel, of all legal actions ("Legal Proceedings") involving your Roth IRA, which arise or become necessary for the protection of the investments in your Roth IRA, including any actions where we are named as a result of being custodian of your Roth IRA. If we are named as a defendant in any Legal Proceedings, which includes state, federal and local court or arbitration, as a result of the assets in your Roth IRA being the subject of the litigation, you agree to retain legal counsel to represent us, in our custodial capacity, or however named in the Legal Proceedings. If you initiate Legal Proceedings against a third party regarding the assets in your Roth IRA, and your Roth IRA is the plaintiff, you agree to initiate suit by titling the plaintiff as "Equity Trust Company, Custodian FBO (Your Name) Roth IRA." You agree to provide us with copies of all pleadings, motions, discovery, orders and final resolution documents upon request.

(b) As you are the owner of the Roth IRA held with us, you understand that we will not initiate Legal Proceedings on behalf of you or your Roth IRA and will not participate in such Legal Proceedings without direction from you. You understand that you have sole authority to direct and make all decisions related to the Legal Proceedings and you shall defend, indemnify and hold Equity Trust, its officers, directors and employees harmless from any loss, legal expense and liability that arise out of such Legal Proceedings, including costs for counsel for Equity Trust, if it deems separate counsel is necessary. Should we incur costs or expenses associated with such Legal Proceedings, we have the right to charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets held in your Roth IRA.

11.8 Insurance

(a) It is your duty, as the Roth IRA owner, to secure or maintain fire, casualty, liability or other insurance coverage on any personal or real property held by your Roth IRA or which serves as collateral under any mortgage or other security instrument held by your Roth IRA with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you to arrange for such insurance as you determine necessary or appropriate to protect your Roth IRA assets and to direct us in writing as to the payment of any premiums therefor. Furthermore, it is your responsibility to determine that payment has been made upon your written request by verifying same with your Roth IRA statements.

(b) You, as the Roth IRA owner, are responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges (including penalties) with respect to any investment held in your Roth IRA, unless you specifically direct us to pay the same in writing and sufficient funds are available to pay the same from your Roth IRA account. Furthermore, it is your responsibility to determine that payment has been made from your Roth IRA account. You must utilize an appropriate payment directive form available from us within a sufficient period of time for such direction to be accomplished in accordance with our normal business practices (without regard to whether we have undertaken efforts to comply with such directive).

11.9 Minimum Balance. We may require that your Roth IRA account maintain a minimum balance of cash and assets, and we may distribute the entire balance of your Roth IRA account to you in cash or property if the balance of your Roth IRA account drops below a minimum balance we establish. In addition to the value of any assets held in your account, we may require that your Roth IRA account maintain a minimum cash balance established by us. If your Roth IRA account does not meet the minimum cash balance we establish, a fee may be assessed by us.

ARTICLE XII – PROHIBITED TRANSACTIONS

12.1 You understand that certain transactions are prohibited in Roth IRAs and qualified retirement plans under Section 4975 of the Internal Revenue Code (a "prohibited transaction"). You further understand that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. A prohibited transaction can occur with an improper use of the Roth IRA such as a transaction involving a "disqualified person", which is defined in the Code. If your Roth IRA account contains a prohibited transaction, the Roth IRA account typically loses its non-taxable status and a

taxable distribution and penalty may result. We have no responsibility to make a determination as to whether any investment or transaction is a prohibited transaction. Rather, you are responsible for consulting with your own tax or legal professional to ensure that none of your Roth IRA investments constitute a prohibited transaction.

- 12.2 By submitting an investment for processing, you affirm that the investment does not constitute a prohibited transaction and it complies with all applicable federal and state laws, regulations and requirements. We reserve the right, however, to not process a transaction, resign from the account or issue a distribution if we have a good faith belief that a transaction in your Roth IRA account constitutes a prohibited transaction. We have no duty to inform you that your transaction is or could lead to a prohibited transaction.

ARTICLE XIII – OTHER TAX CONSIDERATIONS

13.1 Unrelated Business Taxable Income (UBTI)

- (a) Since your Roth IRA is a tax-exempt organization under federal tax law, if your Roth IRA earns income from an investment which utilizes debt-financing or which is derived from a business regarded as not related to the exempt purpose of your Roth IRA, that income is called unrelated business taxable income (“UBTI”) and may be subject to taxation if it is in excess of permitted deductions. We have no responsibility for determining whether an investment made in your Roth IRA account earned income that may be considered unrelated business taxable income which is subject to this federal income tax. Rather, it is your responsibility to file the required Form 990-T when such unrelated business taxable income is earned.
- (b) In the event that your Roth IRA earns unrelated business taxable income in excess of the \$1,000 exclusion (as that amount may be adjusted under the Code) for any taxable year, you agree to prepare or have prepared the required Form 990-T tax return, an application for employer identification number (if not previously obtained), any other documents that may be required and to file these forms with the Internal Revenue Service and pay the applicable unrelated business income tax from your Roth IRA. Additionally, if requested by us, you agree to: (1) send us documentation which evidences that the investments in your Roth IRA account did not earn unrelated business taxable income; or (2) provide evidence of the filing of the required Form 990-T for such tax; or (3) authorize us to prepare the tax for you. Should you fail to provide us with such requested documentation within the time proscribed by us, you may be subject to a Late Documentation Fee.

ARTICLE XIV – SERVICE FEES

14.1 Service Fees

(a) Fee Schedule

- (i) We shall charge you fees for our services under this Agreement in accordance with our current Fee Schedule as it may be amended from time to time. Such fees include an annual service fee and other designated fees as set forth in the Schedule, which schedule may be amended upon 30 days’ advance written notice to you. As set forth in the Fee Schedule, renewal fees, such as the Gold Level Service Fee, will be automatically renewed and withdrawn from your Roth IRA account each year on the anniversary date of your membership, unless you provide written notice of cancellation within 30 days prior to your anniversary date.
- (ii) Fees are generally based upon the fair market value of the assets held in the Roth IRA, provided that where such assets are non-marketable investments or do not have a readily available market value, the fees shall be based upon cost or the estimated fair market value of such assets, whichever is greater. Publicly traded securities shall be valued at their fair market value. If cost is not reflective of fair market value with respect to the assets held in your Roth IRA, you may provide us with a qualified independent valuation of such assets for purposes of determining an appropriate fee; and we will give consideration to such independent valuation. Our determination shall be binding and conclusive for purposes of Roth IRA fees based upon value.
- (b) **Deposit Management Program Fees.** Other fees may be paid to us or our affiliates by third parties for assistance in performing certain transactions with respect to our Deposit Management Program (“Program”). Program fees are associated with cash management activities, such as account maintenance, depository bank selection, transaction processing, sub-accounting, record keeping, and any other services performed for the Program. Program fees for bank accounts maintained by the Custodian for all IRAs shall be deducted solely from interest earned on un-invested Program cash prior to the crediting of such interest to the individual custodial account. For these services, the Custodian charges each bank account in the Program, a monthly fee at an annualized rate of up to 4.00% on the average assets maintained in the bank accounts, payable solely

from interest earned on un-invested cash from the Program. The Program fees will be charged regardless of which bank accounts are being used by your Roth IRA. The Custodian has no obligation to ensure that all such bank account pay the same rate of interest; however, the Custodian has the right, but not an obligation, to reduce (rebate) a portion of this fee to your Roth IRA as to the balances in a specific bank’s bank account. The Program fee for administering the bank accounts can change from time to time without notice, but cannot exceed the annualized rate of 4.00% without 30 days prior notice to you. The Program fee is deducted directly from any interest paid on each bank account in the Program, and the net amount is paid to your Roth IRA monthly.

- (c) **Other Fees.** We may charge you and/or your Roth IRA account for any reasonable expenses incurred by us in connection with any services that we deem necessary or which are directed by you for the administration of your Roth IRA. These include, but are not limited to, attorney fees and expenses associated with the defense of or on behalf of your Roth IRA or your interest involving your Roth IRA account or its assets and in defense of us if we are named in any proceeding involving you or your account.
- (d) **Brokerage Commissions.** Any brokerage commissions attributable to the assets in your Roth IRA will be charged to your IRA through your brokerage account. You cannot reimburse your Roth IRA for those commissions. Commissions or other fees may be received by our affiliates from third parties for assistance in performing certain services for your Roth IRA.
- (e) **Miscellaneous.** If you have provided us with information we consider sufficient to demonstrate that an asset(s) in your Roth IRA account is subject to bankruptcy, reorganization, receivership or similar proceedings, or otherwise impaired, or if we receive notice of such information, the fee based upon such asset may be reduced by us at the time we receive notice of this information. However, you understand that any fees accrued and due prior to us receiving notice of information we deem acceptable continue to be owed by you.
- (f) **Right to Collect Fees.** We have the right to freeze the assets held in your Roth IRA to ensure that we are protected from any loss involving your Roth IRA account. We also have the right to liquidate and/or freeze assets for any unpaid fee balance. Should fees or expenses not be collected, we have the right to cease acting as custodian, close your account and force distribute any assets held in your Roth IRA.

14.2 Credit Card

- (a) Upon establishment of your Roth IRA account or at such time thereafter, you may be required to furnish us with a valid credit card account number and related information. You authorize us to charge that account for our fees and expenses in accordance with Article 14 of this Agreement. Such fees and expenses shall be paid by either deducting cash from your Roth IRA account or by charging the credit card on file, or by the method offered and agreed to by you at the time of the transaction. Such credit card shall not be used by us for the purpose of paying any other investment or investment maintenance expenses of your Roth IRA.
- (b) You authorize us to charge your credit card on file for all current and subsequent annual maintenance fees/account related fees, unless you revoke this authorization in writing. If fees are not paid directly from your Roth IRA account or charged to your credit card, we will submit an invoice to you for all outstanding fees and expenses plus any applicable late charges. If you do not pay any invoice upon receipt, we may liquidate sufficient investments in your Roth IRA account in accordance with Article 14 of this Agreement to pay any fees and expenses due to us.
- (c) If your credit card on file with us expires or otherwise is or becomes invalid, you shall immediately inform us and provide us with another valid credit card and related information and hereby authorize us to charge that credit card. We have the right, consistent with industry standard practices, to use a third party service to obtain updated credit card details if your credit card on file has expired.

ARTICLE XV – BENEFICIARY(IES)

- 15.1 If you die before you receive all of the amounts in your Roth IRA, payments from your Roth IRA will be made to your beneficiary(ies). You may designate one or more persons or entities as beneficiary of your Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is accepted by us during your lifetime. Unless otherwise specified, each beneficiary designation you provide to us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation.
- 15.2 If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your Roth IRA account. If no beneficiary should survive you, or if all beneficiaries renounce their rights to receive any benefit

from the Roth IRA, or if you fail to provide a beneficiary and none is listed on the Roth IRA at the time of your death, we shall distribute the Roth IRA in the following order: (1) to your spouse, but if you have no spouse or if your spouse does not survive you, then to (2) your estate.

- 15.3 If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA, and would no be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional beneficiary payment options as are granted under the Code or applicable Regulations.
- 15.4 We may allow, if permitted by state law, an original Roth IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited Roth IRA at the time of your death) to name a successor beneficiary(ies) for the inherited Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original Roth IRA beneficiary's(ies) lifetime. Unless otherwise specified, each beneficiary designation form that the original Roth IRA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original Roth IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original Roth IRA beneficiary(ies) does not designate a successor beneficiary(ies), his or her estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original Roth IRA beneficiary.
- 15.5 After your death, your beneficiary(ies) shall have the right to direct the investment of your Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement.

ARTICLE XVI - VALUATIONS

- 16.1 In reporting values for the assets held in custodial accounts, we use reasonable, good faith efforts to ascertain the fair market value of each asset. For those custodial assets where value is readily ascertainable on either an established exchange or generally recognized market, we will report values for such assets as derived from sources commonly used by the financial services industry to determine prices of financial instruments. For those custodial assets where fair market value is not readily ascertainable, you agree that you will provide to us a qualified independent appraisal of the asset. If you do not provide such an appraisal, we may report the asset's value at its last known fair market value or at its acquisition cost. For all custodial assets, we neither provide a guarantee of value nor an opinion with regard to any independent appraisal provided by you, and we assume no responsibility for the valuations reported. You acknowledge and agree that any valuation reported is not necessarily a true market value, may be merely an estimate of value and should not be relied upon by you for any other purpose.
- 16.2 If you have provided us with information sufficient to demonstrate that an asset(s) in your Roth IRA account is subject to bankruptcy, reorganization, receivership or similar proceedings, or otherwise impaired, or if we become aware of this type of information, we have the right to reduce the value of such asset and/or distribute the asset to you. If this is the only asset held in your Roth IRA account, we have the right to devalue, distribute the asset and close your account.

ARTICLE XVII - TERMINATION OF AGREEMENT, RESIGNATION, OR REMOVAL OF CUSTODIAN

- 17.1 Either party may terminate this Agreement at any time by giving written notice to the other party. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your Roth IRA account to another financial organization. If you do not complete a transfer of your Roth IRA account within 30 days from the date we mail the notice to you, we have the right to transfer your Roth IRA assets to a successor Roth IRA custodian or trustee that we choose in our sole discretion, or we may pay or distribute your Roth IRA assets to you in a single sum or assignment. If we transfer your Roth IRA, the existing Roth IRA documents will govern your Roth IRA relationship with the new custodian or trustee unless the successor custodian/trustee notifies you in writing of any changes and/or requires new Roth IRA 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.
- 17.2 If this Agreement is terminated, we may charge to your Roth IRA a reasonable amount necessary to cover any associated costs, including but not limited to, one or more of the following:
- (a) any fees, expenses or taxes chargeable against your Roth IRA;
 - (b) any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Roth IRA.
- 17.3 After your Roth IRA account with us is closed, you are responsible for ensuring that all assets previously in your account are properly titled, registered and transferred out of our name.

- 17.4 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.
- 17.5 If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your Roth IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your Roth IRA, but only if it is the type of organization authorized to serve as an Roth IRA trustee or custodian.

ARTICLE XVIII – APPLICABLE LAW; WAIVER; AND VENUE

- 18.1 This Agreement is subject to all applicable federal laws and regulations and shall be governed by and construed under the applicable laws of the State of South Dakota. The laws of the State of South Dakota shall not govern any procedural matters, including but not limited to any applicable limitation period.
- 18.2 **YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION AGAINST CUSTODIAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR OUR ROLE AS CUSTODIAN MUST BE FILE WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ACCRUED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE (1) YEAR. YOU AGREE TO WAIVE ANY STATUTE OF LIMITATION TO THE CONTRARY.**
- 18.3 **YOU FURTHER AGREE THAT CUSTODIAN SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND YOU AGREE TO WAIVE ANY SUCH CLAIMS OR DAMAGES AGAINST CUSTODIAN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**
- 18.4 If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. No waiver of any part of this Agreement shall be deemed to constitute a waiver of any other part, and any such waiver shall not constitute a continuing waiver and shall not affect you or our ability to thereafter enforce any and all parts of this Agreement.
- 18.5 **YOU AGREE THAT ANY ACTION FILED AGAINST CUSTODIAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR OUR ROLE AS CUSTODIAN, SHALL BE EXCLUSIVELY BROUGHT IN THE COUNTY COURTS OF LORAIN COUNTY, OHIO OR IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO EASTERN DIVISION-CLEVELAND, AND YOU AGREE TO SUBMIT TO THE JURISDICTION OF THESE COURTS BOTH IN CONNECTION WITH ANY SUCH ACTION YOU MAY FILE AND IN CONNECTION WITH ANY ACTION WHICH CUSTODIAN MAY FILE AGAINST YOU.**

ARTICLE XIX – MISCELLANEOUS PROVISIONS

- 19.1 **Confidentiality.** We take the protection of your personal information seriously. Our Privacy Notice, attached to this Agreement, and sent to Roth IRA owners annually, sets forth the type of information we collect and whether and how we share your nonpublic personal information.
- 19.2 **Notices and Change of Address.** Any required notice regarding this Roth IRA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 19.3 **Amendments.** We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail or electronically transmit the amendment, you notify us in writing that you do not consent.
- 19.4 **Withdrawals or Transfers.** All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.
- You are not required to take a distribution from you Roth IRA at age 70 ½. At your death, however, your beneficiary(ies) must begin taking distributions in accordance with Article 5 and Article 15 of this Agreement. We will make no distributions to you from your Roth IRA until you provide us with a written request for a distribution on a form provided by or acceptable to us.
- 19.5 **Transfers from Other Plans.** We can receive amounts transferred to this Roth IRA from the custodian or trustee of another Roth IRA. In addition, we can accept direct rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover.
- 19.6 **Liquidation of Assets.** We have the right to liquidate assets in your Roth IRA If necessary to make distributions, pay our fees, expenses, indemnities, taxes, federal tax levies, and penalties or surrender charges chargeable against your

Roth IRA account. You agree not to hold us liable for any damages or loss associated with such liquidation of assets.

- 19.7 **Restrictions on the Assets.** Neither you nor any beneficiary may sell, transfer or pledge any interest in your Roth IRA in any manner whatsoever, except as provided by law or this Agreement. The assets in your Roth IRA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.
- 19.8 **Acknowledgment of and Authorization for Telephone Recordings.** We reserve the right to install and/or maintain automatic telephone recording equipment on telephone lines used by personnel servicing the custodial account in connection with trading functions and customer inquiries. By signing this Agreement, you acknowledge our right and expressly authorize us to record and play back any and all such telephone calls.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A and has been pre-approved by the IRS. A Roth Individual Retirement Account (Roth IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

Do not file Form 5305-RA with the IRS. Instead, keep it with your records.

Unlike contributions to Traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Depositor's gross income; and distributions after 5 years that are made when the Depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time home buyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Depositor, see **Pub. 590, Individual Retirement Arrangements (IRAs)**.

Definitions

IRA Conversion Contributions. IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a non-Roth IRA to a Roth IRA. A non-Roth IRA is an individual retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The depositor is the person who establishes the custodial account.

Specific Instructions

Article I. The Depositor may be subject to a 6% tax on excess contributions if **(1)** contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, **(2)** the Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or **(3)** the Depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year. The Depositor should see the Disclosure Statement or Pub. 590 for more information.

Article V. This article describes how distributions will be made from the Roth IRA after the Depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the Depositor's intent. Under paragraph 3 of Article V, the Depositor's spouse is treated as the owner of the Roth IRA upon the death of the Depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.

Article IX. Article IX and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc. Attach additional pages if necessary.

Equity Trust Company's IRA Disclosure Statement is a summary of the general requirements set forth by the Internal Revenue Service Regulations. These Regulations require that certain information is disclosed to individuals who are establishing an Individual Retirement Account ("IRA"). By executing the Equity Trust Company Application, you acknowledge receipt of this Disclosure Statement.

RIGHT TO REVOKE YOUR IRA

If you receive this Disclosure Statement at the time you establish your IRA, you have the right to revoke your IRA within seven (7) days of its establishment. If revoked, you are entitled to a full return of the contribution you made to your IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF AN IRA

- A. **CASH CONTRIBUTIONS** - Your contribution must be in cash, unless it is a rollover contribution.
- B. **MAXIMUM CONTRIBUTION** - The total amount you may contribute to an IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or \$3,000 for years 2002-2004, \$4,000 for years 2005-2007, \$5,000 for years 2008-2012, and \$5,500 for years 2013 through 2018 with possible cost-of-living adjustments in future years. If you also maintain a Roth IRA, the maximum contribution to your Traditional IRAs (i.e., IRAs subject to Internal Revenue Code (Code) sections 408(a) or 408(b)) is reduced by any contributions you make to your Roth IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation. An exception to the contribution dollar limitations applies if you received a qualified reservist distribution. In such case, you may, at any time during the two-year period beginning on the day after the end of your active duty period, make one or more contributions to your IRA in an aggregate amount not to exceed the amount of your qualified reservist distribution.
- C. **CONTRIBUTION ELIGIBILITY** - You are eligible to make a regular contribution to your IRA if you have compensation and have not attained age 70½ by the end of the taxable year for which the contribution is made.
- D. **CATCH-UP CONTRIBUTIONS** - If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your IRA. The maximum additional contribution is \$500 for years 2002-2005 and \$1,000 for years 2006 and beyond.
- E. **NON-FORFEITABILITY** - Your interest in your IRA is non-forfeitable.
- F. **ELIGIBLE CUSTODIANS** - The Custodian of your IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
- G. **COMMINGLING ASSETS** - The assets of your IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- H. **LIFE INSURANCE** - No portion of your IRA may be invested in life insurance contracts.
- I. **COLLECTIBLES** - You may not invest the assets of your IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as IRA investments.
- J. **REQUIRED MINIMUM DISTRIBUTIONS** - You are required to take minimum distributions from your IRA at certain times in accordance with Regulations section 1.408-8. Below is a summary of the IRA distribution rules.

table provided by the IRS. The table assumes a designated beneficiary exactly 10 years younger than you, regardless of who is named as your beneficiary(ies), if any. If your spouse is your sole designated beneficiary, and is more than 10 years younger than you, the required minimum distribution is determined annually using the actual joint life expectancy of you and your spouse obtained from the joint and last survivor table provided by the IRS, rather than the life expectancy divisor from the uniform lifetime table.

We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½:

- (a) make no distribution until you give us a proper withdrawal request,
 - (b) distribute your entire IRA to you in a single sum payment, or
 - (c) determine your required minimum distribution from your IRA with us each year based on your life expectancy calculated using the uniform lifetime table, and pay those distributions to you until you direct otherwise.
3. Your designated beneficiary is determined based on the beneficiary(ies) designated as of the date of your death, who remains your beneficiary(ies) as of September 30 of the year following the year of your death. If you die,
- (a) on or after your required beginning date, distributions must be made to your beneficiary(ies) over the longer of the single life expectancy of your designated beneficiary(ies), or your remaining life expectancy. If a beneficiary other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.
 - (b) before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiary(ies), either
 - (i) be distributed by December 31 of the year containing the fifth anniversary of your death, or
 - (ii) be distributed over the remaining life expectancy of your designated beneficiary(ies).

Your designated beneficiary(ies) must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse who is the sole designated beneficiary of your entire IRA will be deemed to elect to treat your IRA as his or her own by either (1) making contributions to your IRA or (2) failing to timely remove a required minimum distribution from your IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own IRA.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA

- A. **IRA DEDUCTIBILITY** - If you are eligible to contribute to your IRA, the amount of the contribution for which you may take a tax deduction will depend upon whether you (or, in some cases, your spouse) are an active participant in an employer-maintained retirement plan. If you (and your spouse, if married) are not an active participant, your entire IRA contribution will be deductible. If you are an active participant (or are married to an active participant), the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) and your tax filing status for the tax year for which the contribution was made. MAGI is determined on your income tax return using your adjusted gross income but disregarding any deductible IRA contribution.

Definition of Active Participant - Generally, you will be an active participant if you are covered by one or more of the following employer-maintained retirement plans:

1. a qualified pension, profit sharing, 401(k), or stock bonus plan;
2. a qualified annuity plan of an employer;
3. a simplified employee pension (SEP) plan;
4. a retirement plan established by the federal government, a state, or a political subdivision (except certain unfunded deferred compensation plans under Code section 457);
5. a tax-sheltered annuity for employees of certain tax-exempt organizations or public schools;
6. a plan meeting the requirements of Code section 501(c)(18);
7. a qualified plan for self-employed individuals (H.R. 10 or Keogh Plan); and
8. a savings incentive match plan for employees of small employers (SIMPLE) IRA plan or a SIMPLE 401(k) plan.

If you do not know whether your employer maintains one of these plans, or whether you are an active participant in it, check with your employer or your tax advisor. Also, the IRS Form W-2, Wage and Tax Statement, that you receive at the end of the year from your employer will indicate whether you are an active participant. If you are an active participant and are single, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out range maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$68,000 in 2018, your maximum deductible contribution is \$2,750 (the 2018 phase-out range maximum of \$73,000 minus your MAGI of \$68,000, divided by the difference between the maximum and minimum phase-out range limits of \$10,000 and multiplied by the contribution limit of \$5,500.)

If you are an active participant, are married and you file a joint income tax return, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$110,000 in 2018, your maximum deductible contribution is \$3,025 (the 2018 phase-out maximum of \$121,000 minus your MAGI of \$110,000, divided by the difference between the maximum and minimum phase-out limits of \$20,000 and multiplied by the contribution limit of \$5,500.)

If you are an active participant, are married and you file a separate income tax return, your MAGI phase-out range is generally \$0 - \$10,000. However, if you lived apart for the entire tax year, you are treated as a single filer.

Tax Year	Joint Filers Phase-out Range	Single Taxpayer Phase-out Range
	(minimum)(maximum)	(minimum)(maximum)
2013	\$95,000 - \$115,000	\$59,000 - \$69,000
2014	\$96,000 - \$116,000	\$60,000 - \$70,000
2015	\$98,000 - \$118,000	\$61,000 - \$71,000
2016	\$98,000 - \$118,000	\$61,000 - \$71,000
2017	\$99,000 - \$119,000	\$62,000 - \$72,000
2018	\$101,000 - \$121,000	\$63,000 - \$73,000

If you are not an active participant in an employer-maintained retirement plan, are married to someone who is an active participant, and you file a joint income tax return, your maximum deductible contribution is determined as follows for 2018: (1) begin with \$199,000 and subtract your MAGI; (2) divide this total by \$10,000; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take.

You must round the resulting deduction to the next highest \$10 if the number is not a multiple of 10. If your resulting deduction is between \$0 and \$200 you may round up to \$200.

- B. CONTRIBUTION DEADLINE** - The deadline for making an IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make

your IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.

- C. TAX CREDIT FOR CONTRIBUTIONS** - For taxable years beginning on or after January 1, 2002, you may be eligible to receive a tax credit for your Traditional IRA contributions. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are

- age 18 or older as of the close of the taxable year,
- not a dependent of another taxpayer, and
- not a full-time student.

The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Traditional or Roth IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed \$2,000.

For 2018: Adjusted Gross Income*			Applicable %
Joint Return	Head of Household	All Other Cases	
\$1 - \$38,000	\$1 - \$28,500	\$1 - \$19,000	50 %
\$38,001 - \$41,000	\$28,501 - \$30,750	\$19,001 - \$20,500	20 %
\$41,001 - \$63,000	\$30,751 - \$47,250	\$20,501 - \$31,500	10 %
Over \$63,000	Over \$47,250	Over \$31,500	0 %

*Adjusted gross income includes foreign earned income and income from Guam, American Samoa, North Mariana Islands and Puerto Rico.

- D. TAX-DEFERRED EARNINGS** - The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).
- E. NONDEDUCTIBLE CONTRIBUTIONS** - You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of the allowable contribution limit described previously, or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions.

If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution along with your income tax return using IRS Form 8606. Failure to file IRS Form 8606 will result in a \$50 per failure penalty.

If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a \$100 penalty unless reasonable cause for the overstatement can be shown.

- F. TAXATION OF DISTRIBUTIONS** - The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, any IRA distribution will be fully included in income.

If you have ever made nondeductible contributions to any IRA, the following formula must be used to determine the amount of any IRA distribution excluded from income.

(Aggregate Nondeductible Contributions) / Aggregate IRA Balance x (Amount Withdrawn) = Amount Excluded from Income

NOTE: Aggregate nondeductible contributions include all nondeductible contributions made by you through the end of the year of the distribution (which have not previously been withdrawn and excluded from income). Also note that the aggregate IRA balance includes the total balance of all of your IRAs as of the end of the year of distribution and any distributions occurring during the year.

HSA Funding Distributions. An individual may make a one-time transfer of funds from his or her IRA distribution directly to the IRA owner's health savings account (HSA) without recognizing income on the distribution. The dollar amount excluded cannot exceed the annual limitation on the individual's HSA contribution for the year. The exclusion is lost if the individual ceases to be eligible to contribute to an HSA during the twelve months after the contribution. In such a case, the distribution is subject to tax and a 10-percent penalty is imposed.

Use of IRAs for Charitable Contributions

For years 2006 through 2013, if you are 70 ½ or older you can distribute up to

\$100,000 tax-free annually from your IRA to certain charitable organizations without claiming a charitable deduction or including the distribution in your gross income. The distribution must be made directly by the IRA Trustee or Custodian, unless the distribution check is made payable to the charity and delivered by you to the charity.

The 2012 Taxpayer Relief Act retroactively extended this provision making it available for charitable IRA transfers made in tax years beginning before January 1, 2014. (Code Sec. 408(d)(8)(F), as amended by Act Sec. 208). The Act included two elections to deal with the retroactive reinstatement of this provision:

1. A taxpayer could elect to have a distribution made in January of 2013 be treated as if it were made on December 31, 2012. (Act Sec. 208(b)(2)(A))
2. A taxpayer could elect to treat any portion of a distribution from an IRA to the taxpayer during December 2012, as a qualified charitable distribution, provided that (i) the portion was transferred in cash after the distribution to an eligible charitable organization before February 1, 2013, and (ii) except for the fact that the distribution was not originally transferred directly to the organization, the distribution otherwise met Code Sec. 408(d)(8)'s requirements. (Act Sec. 208(b)(2)(B)).

G. ROLLOVERS AND CONVERSIONS - Your IRA may be rolled over to an IRA of yours, may receive rollover contributions, and may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your IRA from another IRA, or from your employer's qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan. Conversion is a term used to describe the movement of Traditional IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. **Traditional IRA to Traditional IRA Rollovers** - Funds distributed from your IRA may be rolled over to an IRA of yours if the requirements of Code section 408(d)(3) are met. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another IRA to IRA rollover from the distributing IRA (or after 2014, from any other IRA of yours) during the 12 months preceding the date you receive the distribution. Further, before 2015 you may roll over the same dollars or assets only once every 12 months. After 2014, the 12-month restriction applies to any IRA rollover by you.
2. **SIMPLE IRA to Traditional IRA Rollovers** - Funds may be distributed from your SIMPLE IRA and rolled over to your IRA without IRS penalty provided; two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA to Traditional IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA (or after 2014, from any other IRA of yours) during the 12 months preceding the date you receive the distribution. Further, before 2015 you may roll over the same dollars or assets only once every 12 months. After 2014, the 12-month restriction applies to any IRA rollover by you.
3. **Employer-Sponsored Retirement Plan to Traditional IRA Rollovers** - You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan (including trustee-to-trustee transfers after December 31, 2006 to non-spouse beneficiaries) unless it is part of a certain series of substantially equal periodic payments, a required minimum distribution, or a hardship distribution.

If you elect to receive your rollover distribution prior to placing it in an IRA, thereby conducting an indirect rollover, your plan administrator will generally be required to withhold 20 percent of your distribution as a payment of income taxes. When completing the rollover, you may make up the amount withheld, out of pocket, and roll over the full amount distributed from your employer-sponsored retirement plan. To qualify as a rollover, your eligible rollover distribution must be rolled over to your IRA not later than 60 days after you receive it. Alternatively, you may claim the withheld amount as income, and pay the applicable income tax and, if you are under age 59 ½, the 10 percent early distribution penalty (unless an exception to the penalty applies).

As an alternative to the indirect rollover, your employer generally must give you the option to directly roll over your employer-sponsored retirement plan balance to an IRA. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the IRA (or other eligible

employer-sponsored retirement plan) that you designate. The 20 percent withholding requirements do not apply to direct rollovers.

4. **Traditional IRA to Employer-Sponsored Retirement Plans** - You may roll over, directly or indirectly, any eligible rollover distribution from an IRA to an employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan so long as the employer-sponsored retirement plan accepts such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from an IRA that is not a part of a required minimum distribution.
5. **Traditional IRA to Roth IRA Conversions** - For tax years before 2009, if your modified adjusted gross income was not more than \$100,000, and if you were married and you did not file a separate income tax return, you were eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). For tax years after 2009, the \$100,000 MAGI limit and joint filing requirements are no longer applicable. However, if you are age 70 ½ or older you must remove your required minimum distribution prior to converting your Traditional IRA. The amount of the conversion from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty. There was a special tax treatment permitted for conversions in 2010, whereby, unless you otherwise elected to recognize the conversion amount in full in 2010, you were permitted to recognize the income ratably in 2011 and 2012.
6. **Written Election** - At the time you make a proper rollover to an IRA, you must designate in writing to us your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

H. TRANSFER DUE TO DIVORCE - If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another.

I. RECHARACTERIZATIONS - If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution as to a Roth IRA along with attributable net income, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with attributable net income back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed. You must report a recharacterized contribution on your federal income tax return in accordance with the instructions to IRS Form 8606. You may not recharacterize Roth IRA contributions as contributions to a SEP or SIMPLE IRA.

LIMITATIONS AND RESTRICTIONS

- SEP PLANS** - Under a simplified employee pension (SEP) plan that meets the requirements of Code section 408(k), your employer may make contributions to your IRA. Your employer is required to provide you with information which describes the terms of your employer's SEP plan.
- SPOUSAL IRA** - If you are married and have compensation, you may contribute to an IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70½, regardless of whether or not your spouse has compensation. You may make these spousal contributions even if you are age 70 ½ or older. You must file a joint income tax return for the year for which the contribution is made.

The amount you may contribute to your IRA and your spouse's IRA is the lesser of 100 percent of your combined compensation or \$6,000 for 2002-2004, \$8,000 for 2005-2007, \$10,000 for 2008-2012, and \$11,000 for 2013-2018. This amount may be increased with cost-of-living adjustments in future years. However, you may not contribute more than the individual contribution limit to each IRA.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's IRA. The maximum additional contribution is \$500 for years 2002-2005, and \$1,000 for years 2006 and beyond.

- DEDUCTION OF ROLLOVERS AND TRANSFERS** - A deduction is not allowed for rollover contributions or transfers.
- GIFT TAX** - Transfers of your IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.
- SPECIAL TAX TREATMENT** - Capital gains treatment and 10-year forward

income averaging authorized by Code section 402 do not apply to IRA distributions.

- F. **INCOME TAX TREATMENT** - Any withdrawal from your IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.
- G. **PROHIBITED TRANSACTIONS** - If you or your beneficiary engages in a prohibited transaction with your IRA, as described in Code section 4975, your IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your IRA: (1) taking a loan from your IRA; (2) buying property for personal use (present or future) with IRA funds; or (3) receiving certain bonuses or premiums because of your IRA.
- H. **PLEDGING** - If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.
- I. **LISTED TRANSACTIONS AND REPORTABLE TRANSACTIONS** - Certain transactions are or may be identified by the Internal Revenue Service as abusive tax shelter schemes or transactions. A prohibited tax shelter transaction, as described in Code section 4965, is a transaction that is a listed transaction (including a subsequently listed transaction), as described in Code section 6707A(c)(2), or a prohibited reportable transaction, which is either a confidential transaction or a transaction with contractual protection and which is a reportable transaction defined in Code section 6707A(c)(1). A listed transaction is a transaction that is the same as or substantially similar to any of the types of transactions that the IRS has determined to be a tax avoidance transaction and are identified by notice, regulation or other form of published guidance as a listed transaction. A confidential transaction is a transaction that is offered under conditions of confidentiality and for which a minimum fee was paid. A transaction with contractual protection is a transaction for which the party to the transaction has the right to a full or partial refund of fees if all or part of the intended tax consequences from the transaction are not sustained or with respect to which fees are contingent on the realization of tax benefits from the transaction.

As a type of tax-exempt entity subject to the prohibited tax shelter transaction rules, an IRA is required to file IRS Form 8886-T to disclose information with respect to each prohibited tax shelter transaction, entered into after May 17, 2006, to which it is a party. If the IRA participates in a reportable transaction (as defined in Treasury Regulations section 1.6011-4) the IRA also may be required to file IRS Form 8886. These forms must be filed by the entity manager, who in the case of a self-directed IRA, is the IRA owner who approved or caused the IRA to be a party to the transaction. Code section 6011(g) also requires a taxable party to a prohibited tax shelter transaction to disclose to the IRA custodian that such transaction has occurred. In addition to the reporting and disclosure requirements, an IRA entity manager may be liable for excise taxes in connection with the prohibited tax shelter transaction. IRS Form 5330 is to be used for reporting such excise taxes. Additional penalties are imposed by Code section 6662A for failure to disclose required information with respect to prohibited tax shelter transactions.

FEDERAL TAX PENALTIES

- A. **EARLY DISTRIBUTION PENALTY** - If you are under age 59 ½ and receive an IRA distribution, an additional tax of 10 percent will apply, unless made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess contribution, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, 6) medical expenses allowable as a deduction under Code 213, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of \$10,000), 10) a levy issued by the IRS, or 11) being called to active military duty if the distribution meets the requirement to be a qualified reservist distribution (i.e., called to active duty for at least 180 days or an indefinite period and made during the period from the date when ordered or called and ending at the close of the active duty period). This additional tax will apply only to the portion of a distribution which is includible in your taxable income.
- B. **EXCESS CONTRIBUTION PENALTY** - An additional tax of six percent is imposed upon any excess contribution you make to your IRA. This additional tax will apply each year in which an excess remains in your IRA. An excess contribution is any amount that is contributed to your IRA that exceeds the amount that you are eligible to contribute.
- C. **EXCESS ACCUMULATION PENALTY** - As previously described, you must take a required minimum distribution by your required beginning date for the year you attain age 70 ½ and by the end of each year thereafter. Your beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum

distribution which should have been taken but was not.

- D. **PENALTY REPORTING** - You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.
- E. **PROHIBITED TAX SHELTER TRANSACTION EXCISE TAX** - For tax years beginning after May 17, 2006, if you, as entity manager of your IRA, approve or otherwise cause your IRA to be a party to a prohibited tax shelter transaction during the taxable year and you know or have a reason to know the transaction is a prohibited tax shelter transaction, you must pay an excise tax under Code section 4965(b)(2). You must file IRS Form 5330 to report this tax.

OTHER INFORMATION

- A. **IRS PLAN APPROVAL** - Articles I through VII of the Equity Trust Traditional Individual Retirement Custodial Account Agreement reflect the precise language of the corresponding articles of the IRS Model Traditional Individual Retirement Custodial Account Agreement (Form 5305-A). Therefore, your Equity Trust Traditional Individual Retirement Custodial Account Agreement is treated as satisfying all applicable IRS requirements as to the form of the IRA, without the need for specific IRS approval. However, because this treatment relates to the form of the IRA only, nothing in your Custodial Account Agreement constitutes an endorsement of, or a determination or opinion of the merits or consequences of, any action in connection with the operation of your Traditional IRA or of any investments made.
- B. **NO PREDICTION, REPRESENTATION OR GUARANTEE OF FUTURE VALUE** - The value of your IRA at any time will depend on the amount of contributions to it, the performance of its investments as selected by you or your Authorized Agent, and the time and amount of charges to and payments from it. Equity Trust does not predict, represent or guarantee the value of your IRA at any future time.
- C. **NON-DEPOSIT INVESTMENTS NOT INSURED BY FDIC** - Non-deposit investments, such as, but not limited to stocks, bonds, mutual funds, real property and private placements, of the IRA are not FDIC insured and are subject to investment risks, including the loss of principal.
- D. **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 organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.
- E. **STATEMENTS/ACCOUNTING** - Each year Equity Trust will furnish you a statement of account which will state the amount of the contributions to your custodial account, distributions from the custodial account and the total value of the custodial account as of the end of the year. Information relating to contributions and withdrawals must be reported annually to the Internal Revenue Service by you or, in the case of a spousal IRA, by your spouse. Statements will reflect information provided to Equity Trust by you and/or your authorized agent. Therefore, statements will be only as accurate as the information provided. Equity Trust neither assumes any responsibility for the accuracy of information provided, nor guarantees the particular tax treatment of any amounts entered in its records.
- F. **AVAILABILITY OF FUNDS AFTER DEPOSIT** - Generally, before Equity Trust can or will execute on or otherwise effectuate a directed transaction with respect to your IRA account, Equity Trust requires knowledge that your IRA account has or is in receipt of good funds needed for such transaction. Thus, generally, Equity Trust will need to wait until it knows that checks deposited or other funds transferred into your IRA account have cleared before Equity Trust can or will act on investment directives from you or your authorized agent. The availability of funds deposited with Equity Trust will depend upon the method utilized to accomplish such transmission and several other factors, including our banks' funds availability. Utilization of wire transfers and online banking may expedite clearance of such funds.
- G. **TELEPHONE AUTHORIZATION** - Equity Trust is authorized, at its option, to honor telephone requests placed by you or your authorized agent with respect to your custodial account. These requests may include requests for information, purchases, sales and exchanges of assets. Equity Trust may require you to complete and provide an authorization form. Equity Trust also may require the use of a special identification number and Social Security number for each request. Equity Trust is not responsible for determining whether or not a caller is authorized other than verifying that such caller is using the proper identification number for the account. You agree that Equity Trust is not responsible for unauthorized transactions in your custodial account by callers who provide the proper identification number for your account.
- H. **AMENDMENTS** - Equity Trust may amend, change or terminate the Custodial Account Agreement at any time. Any amendment made by Equity Trust to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date Equity Trust mails or otherwise transmits the amendment,

you notify Equity Trust in writing that you do not consent. Amendments also may be made by written agreement of Equity Trust and you.

- I. **ACCOUNT TERMINATION** - You may terminate your Equity Trust IRA at any time upon written notice signed by you. The notice must identify your Equity Trust IRA account number, give instructions on the disposition of your IRA's assets and be sent to:

Equity Trust Company	<u>Overnight Delivery Address:</u>	Phone: (440) 323-5491
P. O. Box 451340	1 Equity Way	Toll Free: (888) 382-4727
Westlake, OH 44145	Westlake, OH 44145	Fax: (440) 366-3755

Your Equity Trust IRA will terminate upon the earliest of:

- The date the IRA assets have been disposed of in accordance with your instructions if you terminate Equity Trust as custodian;
 - The date all the IRA's assets have been distributed;
 - The date the IRA ceases to meet the requirements of Code section 408; or
 - The date the IRA assets have been transferred to and accepted by a successor custodian or trustee as a result of the resignation of Equity Trust and selection of a successor custodian or trustee.
- J. **GOLD LEVEL SERVICE (GLS)** - If you have elected GLS on the IRA Application Form, the GLS fee for each succeeding year will be automatically withdrawn from your Traditional IRA account on each anniversary date of your GLS membership (the "annual renewal date") until you submit a written notice of cancellation of your GLS membership to Equity Trust at least 30 days prior to the annual renewal date for such succeeding year.
- K. **ADDITIONAL INFORMATION** - You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAX-FORM, or by visiting www.irs.gov.

Equity Trust Company's Roth IRA Disclosure Statement is a summary of the general requirements set forth by the Internal Revenue Service Regulations. These Regulations require that certain information is disclosed to individuals who are establishing a Roth Individual Retirement Account ("IRA"). By executing the Equity Trust Company Application, you acknowledge receipt of this Disclosure Statement.

RIGHT TO REVOKE YOUR ROTH IRA

If you receive this Disclosure Statement at the time you establish your Roth IRA, you have the right to revoke your Roth IRA within seven (7) days of its establishment. If revoked, you are entitled to a full return of the contribution you made to your Roth IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your Roth IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF A ROTH IRA

- A. CASH CONTRIBUTIONS** - Your contribution must be in cash, unless it is a rollover or conversion contribution.
- B. MAXIMUM CONTRIBUTION** - The total amount you may contribute to a Roth IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or \$3,000 for years 2002-2004, \$4,000 for years 2005-2007, \$5,000 for years 2008-2012, \$5,500 for years 2013 through 2018, with possible cost-of-living adjustments in future years. If you also maintain a Traditional IRA (i.e., an IRA subject to the limits of Internal Revenue Code (Code) sections 408(a) or 408(b)), the maximum contribution to your Roth IRAs is reduced by any contributions you make to your Traditional IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation. An exception to the contribution dollar limitations applies if you received a qualified reservist distribution. In such case, you may, at any time during the two-year period beginning on the day after the end of your active duty period, make one or more contributions to your IRA in an aggregate amount not to exceed the amount of your qualified reservist distribution. In addition, if you are the recipient of a military death gratuity or payment from the Servicemember's Group Life Insurance (SGLI) program resulting from a death from injuries occurring on or after June 17, 2008, you are permitted to roll over such gratuity or payment to a Roth IRA and/or a Coverdell Education Savings Account on a tax-free basis within one year of your receipt of the benefit or payment, notwithstanding the otherwise applicable contribution limits. Another special rule applied for similar benefits or payments that were contributed by June 17, 2009, and attributable to deaths from injuries between October 7, 2001 and June 17, 2008.

As indicated by the chart below, your Roth IRA contribution is further limited if your modified adjusted gross income (MAGI) equals or exceeds certain threshold amounts depending upon whether you are a married individual filing a joint income tax return, or you are a single individual. If your modified adjusted gross income equals or exceeds the maximum level indicated for your category of taxpayer, you may not fund a Roth IRA.

Tax Year	Joint Filers Phase-out Range (minimum)(maximum)	Single Taxpayer Phase-out Range (minimum)(maximum)
2013	\$178,000 - \$188,000	\$112,000 - \$127,000
2014	\$181,000 - \$191,000	\$114,000 - \$129,000
2015	\$183,000 - \$193,000	\$116,000 - \$131,000
2016	\$184,000 - \$194,000	\$117,000 - \$132,000
2017	\$186,000 - \$196,000	\$118,000 - \$133,000
2018	\$189,000 - \$199,000	\$120,000 - \$135,000

Married individuals filing a separate income tax return with MAGI equaling or exceeding \$10,000 may not fund a Roth IRA.

For 2018, if you are married filing a joint income tax return and your MAGI is between \$189,000 and \$199,000, your maximum Roth IRA contribution is determined as follows: (1) Subtract your MAGI from \$199,000; (2) divide the difference by \$10,000; and (3) multiply the result in step (2) by the maximum allowable contribution for the year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 and your MAGI is \$192,000, your maximum Roth IRA contribution for 2018 is \$3,850. This amount is determined

as follows: [(\$199,000 minus \$192,000) divided by \$10,000] multiplied by \$5,500.

For 2018, if you are single and your MAGI is between \$120,000 and \$135,000, your maximum Roth IRA contribution is determined as follows: (1) Subtract your MAGI from \$135,000; (2) divide the difference by \$15,000; and (3) multiply the result in step (2) by the maximum allowable contribution for the year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 and your MAGI is \$126,000, your maximum Roth IRA contribution for 2018 is \$3,300. This amount is determined as follows: [(\$135,000 minus \$126,000) divided by \$15,000] multiplied by \$5,500.

- C. CONTRIBUTION ELIGIBILITY** - You are eligible to make a regular contribution to your Roth IRA, regardless of your age, if you have compensation and your MAGI is below the maximum threshold. Your Roth IRA contribution is not limited by your participation in a retirement plan, other than a Traditional IRA.
- D. CATCH-UP CONTRIBUTION** - If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your Roth IRA. The maximum additional contribution is \$500 for years 2002-2005 and \$1,000 for years 2006 and beyond.
- E. NON-FORFEITABILITY** - Your interest in your Roth IRA is non-forfeitable.
- F. ELIGIBLE CUSTODIANS** - The Custodian of your Roth IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
- G. COMMINGLING ASSETS** - The assets of your Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- H. LIFE INSURANCE** - No portion of your Roth IRA may be invested in life insurance contracts.
- I. COLLECTIBLES** - You may not invest the assets of your Roth IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as Roth IRA investments.
- J. BENEFICIARY PAYOUTS** - Your designated beneficiary is determined based on the beneficiary(ies) designated as of the date of your death who remains your beneficiary(ies) as of September 30 of the year following the year of your death. The entire amount remaining in your account will, at the election of your beneficiary(ies), either
- be distributed by December 31 of the year containing the fifth anniversary of your death, or
 - be distributed over the remaining life expectancy of your designated beneficiary(ies).

Your designated beneficiary(ies) must elect either option (1) or (2) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (2). In the case of distributions under option (2), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70 ½, if later. If a beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your Roth IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Roth IRA, the entire Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse who is the sole designated beneficiary of your entire Roth IRA will be deemed to elect to treat your Roth IRA as his or her own by either (1) making contributions to your Roth IRA or (2) failing to timely remove a required minimum distribution from your Roth IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your Roth IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own Roth IRA.

INCOME TAX CONSEQUENCES OF ESTABLISHING A ROTH IRA

- A. CONTRIBUTIONS NOT DEDUCTED** - No deduction is allowed for Roth IRA

contributions, including transfers, rollovers and conversion contributions.

- B. CONTRIBUTION DEADLINE** - The deadline for making a Roth IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make your Roth IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.
- C. TAX CREDIT FOR CONTRIBUTIONS** - For taxable years beginning on or after January 1, 2002, you may be eligible to receive a tax credit for your Traditional or Roth IRA contributions. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are
- age 18 or older as of the close of the taxable year,
 - not a dependent of another taxpayer, and
 - not a full-time student.

The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Traditional or Roth IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed \$2,000.

For 2018: Adjusted Gross Income*			Applicable %
Joint Return	Head of Household	All Other Cases	
\$1 - \$38,000	\$1 - \$28,500	\$1 - \$19,000	50 %
\$38,001 - \$41,000	\$28,501 - \$30,750	\$19,001 - \$20,500	20 %
\$41,001 - \$63,000	\$30,751 - \$47,250	\$20,501 - \$31,500	10 %
Over \$63,000	Over \$47,250	Over \$31,500	0 %

*Adjusted gross income includes foreign earned income and income from Guam, American Samoa, North Mariana Islands and Puerto Rico.

- D. TAX-DEFERRED EARNINGS** - The investment earnings of your Roth IRA are not subject to federal income tax as they accumulate in your Roth IRA. In addition, distributions of your Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as described below.
- E. TAXATION OF DISTRIBUTIONS** - The taxation of Roth IRA distributions depends on whether the distribution is a qualified distribution or a non-qualified distribution.
- 1. Qualified Distributions** - Qualified distributions from your Roth IRA (both the contributions and earnings) are not included in your income. A qualified distribution is a distribution which is made after the expiration of the five-year period beginning January 1 of the first year for which you made a contribution to any Roth IRA (including a conversion from a Traditional IRA), and is made on account of one of the following events:
 - attainment of age 59 ½,
 - disability,
 - the purchase of a first home, or
 - death.

For example, if you made a contribution to your Roth IRA for 2015, the five-year period for determining whether a distribution is a qualified distribution is satisfied as of January 1, 2020.
 - 2. Non-qualified Distributions** - If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under age 59½, may be subject to an early distribution penalty. However, when you take a distribution, the amounts you contributed annually to any Roth IRA account will be deemed to be removed first, followed by conversion contributions made to any Roth IRA on a first-in, first-out basis. Therefore, your non-qualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions and your conversion contributions. However, the 10 percent early distribution penalty may apply to conversion contributions distributed within the five-year period beginning with the year in which the conversion occurred. These "ordering rules" are complex. If you have any questions regarding the taxation of distributions from your Roth IRA, please see a competent tax advisor.
 - F. REQUIRED MINIMUM DISTRIBUTIONS** - You are not required to take distributions from your Roth IRA at age 70 ½ (as required for Traditional and SIMPLE IRAs). However, your beneficiary(ies) is generally required to

take distributions from your Roth IRA after your death. See the section titled Beneficiary Payouts in this Disclosure Statement regarding beneficiary's(ies)' required minimum distributions.

- G. ROLLOVERS AND CONVERSIONS** - Your Roth IRA may be rolled over to another Roth IRA of yours, may receive rollover contributions, or may receive conversion contributions provided that all of the applicable rollover or conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your Roth IRA from another Roth IRA. Conversion is a term used to describe the movement of Traditional IRA or SIMPLE IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.
- 1. Roth IRA to Roth IRA Rollovers** - Funds distributed from your Roth IRA may be rolled over to a Roth IRA of yours if the requirements of Code section 408(d)(3) are met. A proper Roth IRA to Roth IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another Roth IRA to Roth IRA rollover from the distributing Roth IRA (or after 2014, from any other IRA of yours) during the 12 months preceding the date you receive the distribution. Further, before 2015 you may roll over the same dollars or assets only once every 12 months. After 2014, the 12-month restriction applies to any IRA roll over by you. Roth IRA assets may not be rolled over to other types of IRAs (e.g., Traditional IRA, SIMPLE IRA).
 - 2. Traditional IRA to Roth IRA Conversions** - For tax years before 2009, if your MAGI was not more than \$100,000, and if you were married and you did not file a separate income tax return, you were eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). For tax years after 2009, the \$100,000 MAGI limit and joint filing requirements are no longer applicable. However, if you are age 70 ½ or older you must remove your required minimum distribution prior to converting your Traditional IRA. The amount of the conversion from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty. There was a special tax treatment permitted for conversions in 2010, whereby, unless you otherwise elected to recognize the conversion amount in full in 2010, you were permitted to recognize the income ratably in 2011 and 2012.
 - 3. SIMPLE IRA to Roth IRA Conversions** - For tax years before 2010, if your MAGI was not more than \$100,000 and if you were married and you did not file a separate income tax return, you were eligible to convert all or any portion of your existing savings incentive match plan for employees of small employers (SIMPLE) IRA(s) into your Roth IRA(s), provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. For tax years after 2009, the \$100,000 MAGI limit and joint filing requirements are no longer applicable. However, if you are age 70½ or older you must remove your required minimum distribution prior to converting your SIMPLE IRA. The amount of the conversion from your SIMPLE IRA to your Roth IRA shall be treated as a distribution for income tax purposes and is includible in your gross income. Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty. There was a special tax treatment permitted for conversion in 2010, whereby, unless you otherwise elected to recognize the conversion amount in full in 2010, you were permitted to recognize the income ratably in 2011 and 2012.
 - 4. Rollovers from Employer-Sponsored Retirement Plans** - Effective after 2007, if you satisfy certain requirements, you may directly roll over distributions from your employer's qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan into your Roth IRA.
 - 5. Written Election** - At the time you make a proper rollover or conversion to a Roth IRA, you must designate in writing to us your election to treat that contribution as a rollover or conversion. Once made, the election is irrevocable.
 - H. TRANSFER DUE TO DIVORCE** - If all or any part of your Roth IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's Roth IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another Roth IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Roth IRA to another.
 - I. RECHARACTERIZATIONS** - If you make a contribution to a Traditional IRA

and later recharacterize either all or a portion of the original contribution as to a Roth IRA along with attributable net income, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with attributable net income back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed. You must report a recharacterized contribution on your federal income tax return in accordance with the instructions to IRS Form 8606. You may not recharacterize Roth IRA contributions as contributions to a SEP or SIMPLE IRA.

LIMITATIONS AND RESTRICTIONS

- A. **SPOUSAL ROTH IRA** - If you are married and have compensation, you may contribute to a Roth IRA established for the benefit of your spouse, regardless of whether or not your spouse has compensation. You must file a joint income tax return for the year for which the contribution is made. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds.

The amount you may contribute to your Roth IRA and your spouse's Roth IRA is the lesser of 100 percent of your combined compensation or \$6,000 for 2002-2004, \$8,000 for 2005-2007, \$10,000 for 2008-2012, and \$11,000 for 2013-2017. This amount may be increased with cost-of-living adjustments in future years. However, you may not contribute more than the individual contribution limit to each Roth IRA. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's Roth IRA. The maximum additional contribution is \$500 for years 2002-2005, and \$1,000 for years 2006 and beyond.

- B. **GIFT TAX** - Transfers of your Roth IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.
- C. **SPECIAL TAX TREATMENT** - Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to Roth IRA distributions.
- D. **INCOME TAX TREATMENT** - Any non-qualified withdrawal of earnings from your Roth IRA may be subject to federal income tax withholding. You may, however, elect not to have withholding apply to your Roth IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.
- E. **PROHIBITED TRANSACTIONS** - If you or your beneficiary engages in a prohibited transaction with your Roth IRA, as described in Code section 4975, your Roth IRA will lose its tax-deferred or tax-exempt status, and you must generally include the value of the earnings in your account in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your Roth IRA: (1) taking a loan from your Roth IRA; (2) buying property for personal use (present or future) with Roth IRA funds; or (3) receiving certain bonuses or premiums because of your Roth IRA.
- F. **PLEDGING** - If you pledge any portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and may be included in your gross income for the taxable year in which you pledge the assets to the extent it represents earnings.
- G. **LISTED TRANSACTIONS AND REPORTABLE TRANSACTIONS** - Certain transactions are or may be identified by the Internal Revenue Service as abusive tax shelter schemes or transactions. A prohibited tax shelter transaction, as described in Code section 4965, is a transaction that is a listed transaction (including a subsequently listed transaction), as described in Code section 6707A(c)(2), or a prohibited reportable transaction, which is either a confidential transaction or a transaction with contractual protection and which is a reportable transaction defined in Code section 6707A(c)(1). A listed transaction is a transaction that is the same as or substantially similar to any of the types of transactions that the IRS has determined to be a tax avoidance transaction and are identified by notice, regulation or other form of published guidance as a listed transaction. A confidential transaction is a transaction that is offered under conditions of confidentiality and for which a minimum fee was paid. A transaction with contractual protection is a transaction for which the party to the transaction has the right to a full or partial refund of fees if all or part of the intended tax consequences from the transaction are not sustained or with respect to which fees are contingent on the realization of tax benefits from the transaction.

As a type of tax-exempt entity subject to the prohibited tax shelter transaction rules, a Roth IRA is required to file IRS Form 8886-T to disclose information with respect to each prohibited tax shelter transaction, entered into after May 17, 2006, to which it is a party. If the Roth IRA participates in a reportable transaction

(as defined in Treasury Regulations section 1.6011-4) the Roth IRA also may be required to file IRS Form 8886. These forms must be filed by the entity manager, who in the case of a self-directed Roth IRA, is the Roth IRA owner who approved or caused the Roth IRA to be a party to the transaction. Code section 6011(g) also requires a taxable party to a prohibited tax shelter transaction to disclose to the Roth IRA custodian that such transaction has occurred. In addition to the reporting and disclosure requirements, a Roth IRA entity manager may be liable for excise taxes in connection with the prohibited tax shelter transaction. IRS Form 5330 is to be used for reporting such excise taxes. Additional penalties are imposed by Code section 6662A for failure to disclose required information with respect to prohibited tax shelter transaction.

FEDERAL TAX PENALTIES

- A. **EARLY DISTRIBUTION PENALTY** - If you are under age 59 ½ and receive a non-qualified Roth IRA distribution, an additional tax of 10 percent will generally apply to the amount includible in income in the year of the distribution. If you are under age 59 ½ and receive a distribution of conversion amounts within the five-year period beginning with the year in which the conversion occurred, an additional tax of 10 percent will generally apply to the amount of the distribution. The additional tax of 10 percent will generally not apply if a distribution is made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess contribution, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, 6) medical expenses allowable as a deduction under Code Section 213, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of \$10,000), 10) a levy issued by the IRS, or 11) being called to active duty if the distribution meets the requirements to be a qualified reservist distribution (i.e., called to active duty for at least 180 days or an indefinite period and made during the period from the date when ordered or called and ending at the close of the active duty period).
- B. **EXCESS CONTRIBUTION PENALTY** - An additional tax of six percent is imposed upon any excess contribution you make to your Roth IRA. This additional tax will apply each year in which an excess remains in your Roth IRA. An excess contribution is any amount that is contributed to your Roth IRA that exceeds the amount that you are eligible to contribute.
- C. **EXCESS ACCUMULATION PENALTY** - As previously described, your beneficiary(ies) is generally required to take certain required minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.
- D. **PENALTY REPORTING** - You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.
- E. **PROHIBITED TAX SHELTER TRANSACTION EXCISE TAX** - For tax years beginning after May 17, 2006, if you, as entity manager of your Roth IRA, approve or otherwise cause your Roth IRA to be a party to a prohibited tax shelter transaction during the taxable year and you know or have a reason to know the transaction is a prohibited tax shelter transaction, you must pay an excise tax under Code section 4965(b)(2). You must file IRS Form 5330 to report this tax.

OTHER INFORMATION

- A. **IRS PLAN APPROVAL** - Articles I through VIII of the Equity Trust Roth Individual Retirement Custodial Account Agreement reflect the precise language of the corresponding articles of the IRS Model Roth Individual Retirement Custodial Account Agreement (Form 5305-RA). Therefore, your Equity Trust Roth Individual Retirement Custodial Account Agreement is treated as satisfying all applicable IRS requirements as to the form of the IRA, without the need for specific IRS approval. However, because this treatment relates to the form of the Roth IRA only, nothing in your Custodial Account Agreement constitutes an endorsement of, or a determination or opinion of the merits or consequences of, any action in connection with the operation of your Roth IRA or of any investments made.
- B. **NO PREDICTION, REPRESENTATION OR GUARANTEE OF FUTURE VALUE** - The value of your Roth IRA at any time will depend on the amount of contributions to it, the performance of its investments as selected by you or your Authorized Agent, and the time and amount of charges to and payments from it. Equity Trust does not predict, represent or guarantee the value of your Roth IRA at any future time.
- C. **NON-DEPOSIT INVESTMENTS NOT INSURED BY FDIC** - Non -deposit investments, such as, but not limited to stocks, bonds, mutual funds, real property and private placements, of the IRA are not FDIC insured and are subject to investment risks, including the loss of principal.
- D. **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 organizations to obtain,



Roth IRA Disclosure Statement

verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

- E. **STATEMENTS/ACCOUNTING** - Each year Equity Trust will furnish you a statement of account which will state the amount of the contributions to your custodial account, distributions from the custodial account and the total value of the custodial account as of the end of the year. Information relating to contributions and withdrawals must be reported annually to the Internal Revenue Service by you or, in the case of a spousal IRA, by your spouse. Statements will reflect information provided to Equity Trust by you and/or your authorized agent. Therefore, statements will be only as accurate as the information provided. Equity Trust neither assumes any responsibility for the accuracy of information provided, nor guarantees the particular tax treatment of any amounts entered in its records.
- F. **AVAILABILITY OF FUNDS AFTER DEPOSIT** - Generally, before Equity Trust can or will execute on or otherwise effectuate a directed transaction with respect to your Roth IRA account, Equity Trust requires knowledge that your Roth IRA account has or is in receipt of good funds needed for such transaction. Thus, generally, Equity Trust will need to wait until it knows that checks deposited or other funds transferred into your Roth IRA account have cleared before Equity Trust can or will act on investment directives from you or your authorized agent. The availability of funds deposited with Equity Trust will depend upon the method utilized to accomplish such transmission and several other factors, including our banks' funds availability. Utilization of wire transfers and online banking may expedite clearance of such funds.
- G. **TELEPHONE AUTHORIZATION** - Equity Trust is authorized, at its option, to honor telephone requests placed by you or your authorized agent with respect to your custodial account. These requests may include requests for information, purchases, sales and exchanges of assets. Equity Trust may require you to complete and provide an authorization form. Equity Trust also may require the use of a special identification number and Social Security number for each request. Equity Trust is not responsible for determining whether or not a caller is authorized other than verifying that such caller is using the proper identification number for the account. You agree that Equity Trust is not responsible for unauthorized transactions in your custodial account by callers who provide the proper identification number for your account.
- H. **AMENDMENTS** - Equity Trust may amend, change or terminate the Custodial Account Agreement at any time. Any amendment made by Equity Trust to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date Equity Trust mails or otherwise transmits the amendment, you notify Equity Trust in writing that you do not consent. Amendments also may be made by written agreement of Equity Trust and you.
- I. **ACCOUNT TERMINATION** - You may terminate your Equity Trust Roth IRA at any time upon written notice signed by you. The notice must identify your Equity Trust Roth IRA account number, give instructions on the disposition of your Roth IRA's assets and be sent to:
- | | | |
|----------------------|---------------------------|---------------------------|
| Equity Trust Company | <u>Overnight Delivery</u> | Phone: (440) 323-5491 |
| P. O. Box 451340 | <u>Address:</u> | Toll Free: (888) 382-4727 |
| Westlake, OH 44145 | 1 Equity Way | Fax: (440) 366-3755 |
| | Westlake, OH 44145 | |
- Your Equity Trust Roth IRA will terminate upon the earliest of:
- The date the Roth IRA assets have been disposed of in accordance with your instructions if you terminate Equity Trust as custodian;
 - The date all the Roth IRA's assets have been distributed;
 - The date the Roth IRA ceases to meet the requirements of Code section 408A; or
 - The date the Roth IRA assets have been transferred to and accepted by a successor custodian or trustee as a result of the resignation of Equity Trust and selection of a successor custodian or trustee.
- J. **GOLD LEVEL SERVICE (GLS)** - If you have elected GLS on the IRA Application Form, the GLS fee for each succeeding year will be automatically withdrawn from your Roth IRA account on each anniversary date of your GLS membership (the "annual renewal date") until you submit a written notice of cancellation of your GLS membership to Equity Trust at least 30 days prior to the annual renewal date for such succeeding year.
- K. **ADDITIONAL INFORMATION** - You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAX-FORM, or by visiting www.irs.gov.

FACTS	WHAT DOES EQUITY TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and account transactions ▪ Account balance and transaction history ▪ Assets and investment experience <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons Equity Trust Company chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Equity Trust Company share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share
Questions?	Call 800-955-3434 or go to www.equityinstitutional.com	

Who we are	
Who is providing this notice?	Equity Trust Company
What we do	
How does Equity Trust Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Equity Trust Company collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ Open an account ▪ Make deposits or withdrawals from your account ▪ Provide account information or give us your contact information ▪ Direct us to buy or sell securities <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Our affiliates include financial companies, such as ETC Brokerage Services LLC, Equity Advisor Solutions LLC, and Equity Administrative Services, Inc.; non-financial companies, such as Retirement Education Group, Inc. d/b/a Equity University.</i>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Equity Trust Company does not share with non-affiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Equity Trust Company does not jointly market.</i>

	FLEX	Precious Metals	Basic				
FEES	May hold any asset permitted in the Basic IRA as well as Precious Metals, Private Stocks, Private Limited Partnerships, Limited Liability Companies, Promissory Notes or Corporate Debt Offerings, Futures Trading Accounts, Trust Deeds/Real Estate Contracts, Private REITs, Perth Mint Certificates, Annuities, Digital Assets and other private placement investments or non-standard assets.	May hold only certain types of precious metals: • American Eagle gold, silver, & platinum coins • Other coins as allowed under IRC §408(m)(3) • Other precious metals which meet fineness requirements and are manufactured by a NYMEX or COMEX approved refiner/assayer	May hold mutual funds, Public Limited Partnerships, Public Limited Liability Companies, and Public Non-Traded REITs				
■ Account Set-Up Fee	\$50	\$50	\$50				
ANNUAL MAINTENANCE FEES: (Charged at establishment and each January thereafter)							
Account Value	Number of Accounts by Designated Representative						
	1-3 Accounts	4-9 Accounts	10-24 Accounts	25-99 Accounts	100-499 Accounts		
\$1 - \$49,999	See Standard Fee Schedule (attached)	\$240	\$240	\$206	\$195	\$80	\$75
\$50,000 - \$99,999		\$265	\$265	\$228	\$215		
\$100,000 - \$249,999		\$315	\$285	\$270	\$255		
\$250,000 - \$499,999		\$415	\$375	\$355	\$335		
\$500,000 - \$999,999		\$565	\$510	\$483	\$455		
\$1,000,000 - \$2,499,999		\$1,050	\$945	\$900	\$840		
\$2,500,000 - \$4,999,999		\$1,575	\$1,420	\$1,340	\$1,260		
\$5,000,000 - \$7,499,999		\$2,100	\$1,890	\$1,785	\$1,680		
\$7,500,000 - \$9,999,999		\$2,625	\$2,360	\$2,235	\$2,100		
> \$10,000,000		\$3,150	\$2,835	\$2,680	\$2,520		
■ Termination Fees: (Charged at time service is rendered)							
Partial Termination Fee	\$100 / asset					\$100 / asset	\$100 / asset
Full Termination Fee	\$225					\$225	\$150
Distribution / Re-Registration of Asset	\$100 / asset					N/A	N/A
SPECIAL SERVICES FEES (Applicable to all account types. Charged at time service is rendered)							
■ Cashier's Check, Certified Mail, Overnight Mail Service				\$30 each	■ Precious Metals Storage (Charged at account open and each Jan thereafter)		
■ Express Transfer Processing Fee Reviewed same day				\$75 each	Segregated \$150		
■ Expedited Process Service Fee				\$75 each	Non-Segregated \$100		
■ Coin Shipping/Handling Fee (\$50 min)				Cost + \$10	■ Precious Metals Liquidation Fee \$10 / asset		
■ Late Documentation Fee				\$75 each	■ Special Handling Fee \$25 each		
■ Late Fee: For failure to pay Annual Fee by provided deadline				\$50	■ Stop Payment, Return Check Fee \$30 each		
■ Miscellaneous Activity Request				\$75 / hour	■ Wire Transfer Fee (Domestic) \$30 each		
■ Paper Bill Pay Avoided by enrolling in electronic bill pay				\$10 each	■ Wire Transfer Fee (International) \$50 each		
■ Paper Statement Fee Avoided by enrolling in eStatement				\$40 annually	■ 990-T Processing Fee See 990-T Fee Schedule		
■ Special Document Processing				\$5 each			
DIGITAL CURRENCY FEES ON THE DIGITAL ASSET PLATFORM							
■ Platform Establishment Fee (One time)						\$500	
■ Platform Maintenance Fee (Only assessed in months Digital Assets are held)						\$20 per month	
■ Digital Currency Storage Fee (Assessed on the average daily balance of all digital assets held)						.07% per month	
■ Digital Currency Transaction Fee - Purchase (Assessed on the total value of the purchased assets)						3.50%	
■ Digital Currency Transaction Fee - Sale (Assessed on the total value of the sold assets)						1.00%	
The above fees are effective from January to January of any given calendar year, and are subject to change. Account maintenance fees are not prorated. Fee Schedule does not include brokerage commissions.							
Make annual fee payment with check, automatic deduction from account, or							
<div></div>							



STANDARD FEE SCHEDULE

PORTFOLIO VALUE	ANNUAL FEE
\$1 - \$14,999	\$205.00
\$15,000- \$24,999	\$290.00
\$25,000- \$49,999	\$330.00
\$50,000- \$99,999	\$400.00
\$100,000- \$199,999	\$480.00

PORTFOLIO VALUE	ANNUAL FEE
\$200,000- \$299,999	\$660.00
\$300,000- \$399,999	\$710.00
\$400,000- \$499,999	\$1,025.00
\$500,000- \$599,999	\$1,680.00
\$600,000- \$699,999	\$1,785.00

PORTFOLIO VALUE	ANNUAL FEE
\$700,000- \$799,999	\$1,890.00
\$800,000- \$899,999	\$1,945.00
\$900,000- \$999,999	\$1,995.00
\$1M - \$1,999,999	\$2,050.00
\$2M+	\$2,150.00

ACCOUNT FEES	Retail
■ Set-up Fees: (Charged at time of account establishment)	\$50

SPECIAL SERVICES FEES (Charged at time service is rendered)	
■ Cashier's Check, Certified Mail, Overnight Mail Service Fee	\$30 each
■ Express Transfer Processing Fee: <i>Transfer form is reviewed the same day as received</i>	\$75 each
■ Expedited Process Service Fee	\$75 each
■ Late Documentation Fee	\$75 each
■ Late Fee: <i>For failure to pay Annual Fee by provided deadline</i>	\$50
■ Miscellaneous Activity Request	\$75 / hour
■ Paper Bill Pay: <i>This fee can be avoided by enrolling in electronic bill pay in myEQUITY</i>	\$10 each
■ Paper Statement Fee: <i>This fee can be avoided by enrolling in eStatement in myEQUITY</i>	\$40 annually
■ Precious Metals Storage Fee: (Charged at account open and each January thereafter)	
Segregated	\$150
Non-Segregated	\$100
■ Precious Metals Liquidation Fee	\$10 / asset
■ Special Document Processing	\$5 each
■ Special Handling Fee	\$25 each
■ Stop Payment, Return Check Fee	\$30 each
■ Wire Transfer Fee (Domestic)	\$30 each
■ Wire Transfer Fee (International)	\$50 each
■ 990-T Processing Fee	See 990-T Fee Schedule
■ Termination Fees: (Charged at time service is rendered)	
Partial Termination Fee	\$100 / asset
Full Termination Fee	\$225.00
Distribution of Asset/Re-registration Fee	\$100 / asset

DIGITAL CURRENCY FEES ON THE DIGITAL ASSET PLATFORM	
■ One-Time Platform Establishment Fee (Assessed one time):	\$500
■ Platform Maintenance Fee (Only assessed in months Digital Assets are held)	\$20 per month
■ Digital Currency Storage Fee (Assessed on the average daily balance of all digital assets held)	.07% per month
■ Digital Currency Transaction Fee - Purchase (Assessed on the total value of the purchased assets)	3.50%
■ Digital Currency Transaction Fee - Sale (Assessed on the total value of the sold assets)	1.00%

The above fees are effective from January to January of any given calendar year, and are subject to change. IRA maintenance fees are not prorated. Fee Schedule does not include brokerage commissions that may apply in the event you opt to include brokerage positions in your IRA through your designated broker-dealer or Equity Trust Company's broker-dealer affiliate.

Make annual fee payment with check, automatic deduction from account or



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