



# NON-RETIREMENT CUSTODIAL ACCOUNT APPLICATION

## WHEN TO USE THIS FORM

Use this form when you want to establish a Non-Retirement Custodial Account with Equity Trust Company as custodian [duties as set forth in the Custodial Account Agreement].

## INSTRUCTIONS & GUIDELINES

- Please fill in all sections of the application.
- Include a copy of minor's ID (Social Security Card or Birth Certificate), if you are establishing an account for a minor.

### DEPOSITS

- If you are making a deposit, be sure to include your check with the application.

### TRANSFERS

- If you are requesting a transfer, please include an Account Transfer Form and a copy of your most recent statement from current custodian.

**You must submit the following supporting documents for the account types specified below:**

#### TRUST

- Trust Certification Form

#### CORPORATION, LLC AND S-CORPORATION

- Certification of Beneficial Owners Form
- Articles of Incorporation and/or Operating Agreement
- Corporate Resolution

#### PARTNERSHIP AND FOUNDATION

- Certification of Beneficial Owners Form
- Entity Agreement and/or Certificate of Organization
- Authorized Signers

## SUBMISSION OPTIONS

### OVERNIGHT:

Equity Trust Company  
Attn: Innovayte Operations  
1 Equity Way  
Westlake, OH 44145

### REGULAR MAIL:

Equity Trust Company  
Attn: Innovayte Operations  
P. O. Box 451249  
Westlake, OH 44145

## 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.**

## FEES

### CUSTODIAL FEES

Refer to Equity Trust Company Client Fee Schedule. Contact your Advisor, if necessary, to obtain a copy.

A copy of the fee schedule can be found here: <https://www.trustetc.com/etcb/>. If you have a managed account, please contact your Advisor for your account's specific fee schedule. Any applicable fees will be deducted from your available cash in your Equity Trust account. Should your Equity Trust account not have available cash, you agree that fees can be deducted from your available cash in your ETC Brokerage Services account(s). To avoid any processing delay, please ensure that your account at Equity Trust maintains available cash to process the pending transaction.

## CONTACT INFORMATION

### PHYSICAL ADDRESS:

Equity Trust Company  
Attn: Innovayte Operations  
1 Equity Way  
Westlake, OH 44145

**For assistance, please contact a Client Service Specialist:  
TOLL FREE: (877) 819-8918**

**DO NOT FAX OR MAIL THIS COVER PAGE**

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

This application establishes your custodial account with Equity Trust Company ("Equity Trust"). Equity Trust Company serves as the directed custodian for your custodial account and provides custodial functions as set forth in the Custodial Account Agreement, such as quarterly statements and tax reporting for all assets and transactions under custody.

### 1 TYPE OF ACCOUNT

<input type="checkbox"/> Individual Account	<input type="checkbox"/> Joint Tenants with Right of Survivorship	<input type="checkbox"/> Tenants in Common	<input type="checkbox"/> Community Property
<input type="checkbox"/> Uniform Gift/Transfer to Minor	<input type="checkbox"/> Trust (complete Section 3)	<input type="checkbox"/> Estate (complete Section 4)	

**Entities:** (complete Section 5)

<input type="checkbox"/> Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Foundation

### SOURCE OF FUNDS

What best describes the initial source of funds for this account (check all that apply):	What best describes the ongoing source of funds for this account (check all that apply):
<input type="checkbox"/> Retirement Funds <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover <input type="checkbox"/> Employment/Wages	<input type="checkbox"/> Retirement Funds <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover <input type="checkbox"/> Employment/Wages
<input type="checkbox"/> Investments <input type="checkbox"/> Inheritance/Trust <input type="checkbox"/> Other (describe sources of funds) _____	<input type="checkbox"/> Investments <input type="checkbox"/> Inheritance/Trust <input type="checkbox"/> Other (describe sources of funds) _____

### SPECIAL INSTRUCTIONS

### 2 ACCOUNT HOLDER (OR AUTHORIZED PERSONS) INFORMATION

ACCOUNT HOLDER NAME (FIRST, MIDDLE, LAST)

PHYSICAL STREET ADDRESS REQUIRED (No PO Box)		CITY	STATE	ZIP CODE
MAILING ADDRESS (if different from above – PO Box may be used)		CITY	STATE	ZIP CODE

SOCIAL SECURITY NUMBER	DATE OF BIRTH	COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> Other _____
HOME PHONE NUMBER	BUSINESS PHONE NUMBER	MOBILE PHONE NUMBER

EMAIL ADDRESS (NOTE: This field is required in the event you elect to receive Account documents electronically - See Section 8)

JOINT ACCOUNT HOLDER NAME - IF APPLICABLE (FIRST, MIDDLE, LAST)

PHYSICAL STREET ADDRESS REQUIRED (No PO Box)		CITY	STATE	ZIP CODE
MAILING ADDRESS (if different from above – PO Box may be used)		CITY	STATE	ZIP CODE

SOCIAL SECURITY NUMBER	DATE OF BIRTH	COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> Other _____
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### 3 TRUST INFORMATION (if applicable) Please see required documents on page 1

TRUST NAME	TRUST TIN	UNDER AGREEMENT DATED
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**TYPE OF TRUST** ☐ Revocable Living Trust ☐ Other Revocable Living Trust ☐ Irrevocable Living Trust ☐ Testamentary Trust

IF TESTAMENTARY TRUST, PROVIDE DECEDENT NAME (First, Middle, Last)

TRUST LEGAL ADDRESS	CITY	STATE	ZIP CODE
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BENEFICIARIES	DATE ESTABLISHED
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**4 ESTATE INFORMATION (if applicable)**

ESTATE		ESTATE ESTATE'S TIN
DECEDENT'S FULL NAME	DATE ESTABLISHED	DECEDENT'S SOCIAL SECURITY NUMBER

**5 CORPORATION / PARTNERSHIP / LLC / S CORPORATION / SOLE PROPRIETOR / FOUNDATION (if applicable)  
Please see required documents on page 1**

NAME OF ENTITY		TIN	
MAILING ADDRESS	CITY	STATE	ZIP CODE
CONTACT PHONE NUMBER		DATE ESTABLISHED	

**6 USA PATRIOT ACT INFORMATION**

(Required by Federal Law) All applicants must provide the information below. Non-resident aliens must also include a completed W-8.

<b>ACCOUNT HOLDER:</b> <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID			
STATE/COUNTRY OF ISSUANCE	ID NUMBER	ISSUE DATE (MM/YYYY)	EXPIRATION DATE (MM/YYYY)
<b>JOINT ACCOUNT HOLDER:</b> <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID			
STATE/COUNTRY OF ISSUANCE	ID NUMBER	ISSUE DATE (MM/YYYY)	EXPIRATION DATE (MM/YYYY)

**7 COMPLIANCE QUESTIONS (REQUIRED)**

<b>EMPLOYMENT INFORMATION:</b> <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired			
<b>IF EMPLOYED, COMPLETE THE FOLLOWING INFORMATION:</b>		OCCUPATION	
EMPLOYER NAME			
ADDRESS	CITY	STATE	ZIP CODE
<b>IF UNEMPLOYED/RETIRED COMPLETE THE FOLLOWING INFORMATION:</b>		SOURCE OF INCOME	FORMER/MOST RECENT OCCUPATION

**8 FEES (Please refer to the current Fee Schedule)**

<b>PAYMENT OF FEES</b>
<p>I acknowledge that Equity Trust Company will calculate and charge fees in accordance with the Fee Schedule applicable to my account and which was provided to me with the Non Retirement Custodial Agreement and Disclosure Statement. I further acknowledge that the Fee Schedule applicable to my account may be updated by Equity Trust from time to time, and I agree to pay in accordance with any updated Fee Schedule upon thirty (30) days notice to me.</p> <p>A copy of the fee schedule can be found here: <a href="https://www.trustetc.com/etcb/">https://www.trustetc.com/etcb/</a>. If you have a managed account, please contact your Advisor for your account's specific fee schedule. Any applicable fees will be deducted from your available cash in your Equity Trust account. Should your Equity Trust account not have available cash, you agree that fees can be deducted from your available cash in your ETC Brokerage Services account(s). To avoid any processing delay, please ensure that your account at Equity Trust maintains available cash to process the pending transaction.</p>

### 9 REPRESENTATIVE(S) AND FIRM(S) DESIGNATION AND AUTHORIZATION (continued)

Please complete the information and sign below in order to accept the following terms and conditions and authorize your designated investment advisor, broker-dealer, registered representative, financial advisor, money manager or financial planner (hereinafter "Representative/Firm(s)") as your Representative/Firm(s) on your account. Before you appoint a Representative/Firm(s) on your custodial account you should understand that your Representative/Firm(s):

- are authorized to give investment directions on your behalf to Equity Trust and its affiliates,
- are authorized to charge investment management fees to your account,
- will have unlimited access to your account information,
- will receive copies of your custodial account statements and other correspondence,
- is your agent and not an agent of Equity Trust or any of its affiliates, and
- will have the authority to direct the investment activities of your accounts.

By my signature below, I choose to appoint the person(s) and firm(s) shown below as my Representative/Firm(s) on my custodial account for the purpose of communicating investment directions to Equity Trust and its affiliates and receiving information on my account, in accordance with this section, and with the Equity Trust Non-Retirement Custodial Account Agreement and Disclosure Statement ("Custodial Account Agreement and Disclosure Statement"). I understand that I am granting exclusive authority to my Representative/Firm(s) to direct the investment activities in my account.

I further acknowledge and agree that:

1. I understand that my Representative/Firm(s) are my authorized agent and are not in any way an agent, affiliate, partner, employee, or representative of Equity Trust or its affiliates.
2. I have selected my Representative/Firm(s) based on criteria I deem acceptable and appropriate for my investment needs without any advice, guidance or recommendation from Equity Trust or its affiliates.
3. I understand that Equity Trust or its affiliates have not made and will not make any investigation with respect to my Representative/Firm(s), nor does Equity Trust compensate my Representative/Firm(s) in any manner.
4. I understand that I may appoint and/or remove my Representative/Firm(s) at any time by delivering my written notice on a form acceptable to Equity Trust. If I remove my Representative/Firm(s), I understand that such removal shall not have the effect of canceling any notice, instruction, direction or approval received by Equity Trust from my removed Representative/Firm(s) before receiving my notice of removal.
5. I understand that it is solely my responsibility to direct my Representative/Firm(s) to execute trades or other investments for my custodial accounts, and all instructions, directions, and/or confirmations received from my Representative/Firm(s) and its firm and/or any agent(s) thereof, whether written or oral, shall be assumed by Equity Trust or its affiliates to have been authorized by me. Such instructions may be submitted by any methodology acceptable to Equity Trust, such as telephone or other secured electronic approved means.
6. I affirm that my Representative/Firm(s), including its agents, employees, firm and any associated person thereof, is not a sponsor of or otherwise affiliated with any investment in my accounts. I agree that it is my responsibility to review my investments in my custodial accounts to confirm compliance with this requirement and to remove my Representative/Firm(s) from my accounts in the event of non-compliance.
7. Any communication or notices provided by my Representative/Firm(s) by Equity Trust shall be deemed to be provided to me personally. My Representative/Firm(s) same force and effect as I might or could do with respect to such transactions and investments as well as with respect to all transactions and actions necessary and incidental to such authorization, including delivery of securities and/or cash from my account to settle any investment transactions, but not to make withdrawals or transfer funds from my accounts (other than to my custodial account(s)).
8. I authorize Equity Trust to accept all investment instructions from my Representative/Firm(s) and acknowledge that more than one party may be authorized by me to request purchases, redemptions and exchanges on my accounts. I acknowledge that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, Equity Trust is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions.
9. Subject to my appointment of a Representative and Firm(s), I understand that I have the sole authority, responsibility and discretion, fully and completely, to select and to direct the investment of all assets in my account. I accept full responsibility for the success or failure of any selection made. In addition, it is my sole responsibility to manage the investment(s) held within my accounts and to monitor the performance and actions of my designated Representative and Firm(s), including my Representative's and Firm(s)'s compliance with applicable laws, rules and regulations. I agree that I will remove my Representative and Firm(s) from my accounts in the event of any such non-compliance. I understand that Equity Trust or its affiliates are in no way responsible for monitoring the performance of my designated Representative/Firm(s) or any investment held within my accounts. Further, neither Equity Trust nor its affiliates have responsibility to question any investment directions given by me or my designated Representative/Firm(s), regardless of the nature of the investment. Neither Equity Trust nor any of its affiliates renders investment advice or guarantees my accounts from loss or depreciation.
10. Equity Trust nor any of its affiliates has responsibility for investment decisions made by my Representative/Firm(s) and/or me and neither Equity Trust nor any of its affiliates will not be liable for any losses attributable to investments, including, without limitation, any tax consequences relating thereto.
11. I acknowledge that my Representative/Firm(s) has disclosed to me such Representative's fees. In the event of termination of the service agreement between Equity Trust and my Representative/Firm(s), Equity Trust's custodial fees will continue to be charged to my Account directly until such time as I terminate my account.
12. Any Representative/Firm(s) name appearing on Equity Trust's written materials, including logos, is solely for the purpose of identification and clarification, and does not denote any affiliation or partnership.
13. Cost Basis: Equity Trust defaults to the following cost basis methods on tax reporting unless your Representative requests another method.
  - Average Cost - Mutual Funds
  - First In First Out - Equities, ETFs, Fixed Income and other securities
14. Without limitation, I agree to indemnify and hold Equity Trust, its affiliates and each of their directors, officers, employees and agents 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 my direction on behalf of my accounts by my Representative and its Firm(s) and/or agents thereof.

SIGNATURE OF ACCOUNT HOLDER

DATE

SIGNATURE OF JOINT ACCOUNT HOLDER (if applicable)

DATE

**9 REPRESENTATIVE(S) AND FIRM(S) DESIGNATION AND AUTHORIZATION (continued)**

Pursuant to the terms of my Equity Trust Company Non-Retirement Custodial Account Agreement and Disclosure Statement, I authorize the Representative and Firm(s) named below to execute trades and other investment transactions on my behalf for the benefit of my custodial account. I understand that "Representative" as herein defined shall include authorized person(s) of the Representative's firm as specifically identified by such Representative in writing.

REPRESENTATIVE(S)'S NAME		REPRESENTATIVE LICENSE NUMBER (if applicable)	
REPRESENTATIVE'S FIRM			
REPRESENTATIVE'S ADDRESS		CITY	STATE ZIP CODE
PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	
ADVISORY FIRM OR BROKERAGE DEALER'S NAME			PHONE NUMBER
ADDRESS		CITY	STATE ZIP CODE
MONEY MANAGEMENT/INVESTMENT ADVISORY FIRM (IF APPLICABLE)			
<b>THE FOLLOWING MUST BE COMPLETED BY THE DESIGNATED REPRESENTATIVE (OR MONEY MANAGER, IF APPLICABLE)</b> <b>I, THE UNDERSIGNED, ACKNOWLEDGE AND AGREE</b> that I have read and agree to all the provisions of this authorization provision. I hereby acknowledge my obligations hereunder. I agree to carry out my actions with respect to this authorization in accordance with all applicable state and federal laws, rules and regulations. I agree to indemnify and hold harmless Equity Trust Company, its affiliates and their directors, officers, employees, registered representatives, associated persons and agents from and against any and all liabilities, claims, actions, losses, expenses and costs, including reasonable attorneys' fees, arising out of or related to my actions or omissions and those of my firm and its authorized persons with respect to the performance as designated Representative for the Account Owner, including without limitation, Equity Trust's or its affiliates' compliance with any trading instructions given by me and/or authorized persons of my firm as the designated Representative for the Account Owner.			
SIGNATURE OF DESIGNATED REPRESENTATIVE (OR MONEY MANAGER, IF APPLICABLE)			DATE

**10 ADDITIONAL AUTHORIZED PERSONS**

Please provide required information and signatures for authorized person(s) on the account.

AUTHORIZED PERSON'S NAME (FIRST, MIDDLE, LAST)			DAYTIME PHONE NUMBER	
PHYSICAL STREET ADDRESS REQUIRED (No PO Box)		CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER	DATE OF BIRTH	COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> Other _____		
SIGNATURE			DATE	

AUTHORIZED PERSON'S NAME (FIRST, MIDDLE, LAST)			DAYTIME PHONE NUMBER	
PHYSICAL STREET ADDRESS REQUIRED (No PO Box)		CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER	DATE OF BIRTH	COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> Other _____		
SIGNATURE			DATE	

AUTHORIZED PERSON'S NAME (FIRST, MIDDLE, LAST)			DAYTIME PHONE NUMBER	
PHYSICAL STREET ADDRESS REQUIRED (No PO Box)		CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER	DATE OF BIRTH	COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> Other _____		
SIGNATURE			DATE	

AUTHORIZED PERSON'S NAME (FIRST, MIDDLE, LAST)			DAYTIME PHONE NUMBER	
PHYSICAL STREET ADDRESS REQUIRED (No PO Box)		CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER	DATE OF BIRTH	COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> Other _____		
SIGNATURE			DATE	

AUTHORIZED PERSON'S NAME (FIRST, MIDDLE, LAST)			DAYTIME PHONE NUMBER	
PHYSICAL STREET ADDRESS REQUIRED (No PO Box)		CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER	DATE OF BIRTH	COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> Other _____		
SIGNATURE			DATE	

**11 ELECTRONIC DELIVERY OF ACCOUNT DOCUMENTS & E-SIGN CONSENT**

I have received, read, and understand the E-Sign Disclosure and Consent, attached to the Non-Retirement Custodial Account Agreement and Disclosure (the "ESDC"). Upon reviewing that disclosure, I consent to the following:

- ☐ YES, I authorize electronic delivery of communications, documents, and other information relative to my account and to utilize, at my discretion, electronic signature for signing forms
- ☐ NO, I would like paper copies mailed to me. I understand and agree that additional fees will apply for paper delivery. Unless I otherwise consent or direct, I would like to sign paper forms.

**\*\* by opting to electronically sign any form, you agree to the Intent to Use Electronic Signatures in the ESDC.**

In order to obtain such Account information electronically, I must maintain a valid e-mail address with Equity Trust Company and have access to a computer with internet service to retrieve the documents through a secure account login. By consenting to e-delivery of documents, I agree to receive any or all of the abovelisted communications and statements through e-delivery. I will only receive an e-mail notification with regard to an equity security or mutual fund if I hold a position in such asset(s) as of the record date for a particular shareholder communication and the materials are made available electronically by the issuer or third party. If an issuer or third party does not make shareholder materials available electronically, I will receive paper documents via U. S. mail at no additional charge to me.

E-mail notification and electronic documents may be made available in PDF format. If I use spam-blocking software, I will update my settings to accept e-mail from Equity Trust Company. Electronic documents may be viewed electronically via the Web and printed with a local printer. They may also be saved to a local hard drive. In order to view, print, save, store or download e-mail notifications and/or electronic documents, the latest version of a web browser with Java Script enabled will be required.

**Materials Issued by Third Parties.** The content of the shareholder materials or any materials from other parties provided to me is the responsibility of the issuing corporation, mutual fund, securities issuer or other third party who is making those materials available. Equity Trust Company is not responsible for the content of electronic documents which were not drafted or generated by it. In addition, Equity Trust Company will not interpret or give any advice or opinion on any materials not drafted or generated by it.

**Paper Delivery.** I may request a paper version of any document at any time by calling: (877) 819-8918. A fee may apply for each paper copy of any document I request.

**Valid E-Mail Address.** I must provide a valid e-mail address and any subsequent updates thereto to Equity Trust Company in order to obtain e-delivery of such documents. I agree to immediately notify Equity Trust Company of any change in my e-mail address that I have provided. I may provide such notification by either:

- (i) E-mail at [Operations@Innovayte.com](mailto:Operations@Innovayte.com) or
- (ii) In writing to P. O. Box 451249, Westlake, OH 44145.

Communications sent by Equity Trust Company to the e-mail address I provide shall, until notice of a different address is received by Equity Trust Company, be deemed to have been personally delivered to me whether actually received or not.

**Notices.** If a message to my e-mail address is returned due to an unsuccessful delivery, I will receive a written notice through the U.S. mail. The notice will state that my account communications are available online and I will be asked to provide an updated e-mail address. Upon a second failed attempt to e-mail me, Equity Trust Company will mail a second notice similar to the above. Concurrent with the second notice, Equity Trust Company will discontinue e-delivery and forward communications through the U.S. mail on a going forward basis and a quarterly paper statement fee (as set forth in the applicable fee schedule) may be charged to my account.

**Withdrawal.** I may withdraw my consent to e-delivery at any time either:

- (i) Via e-mail at [Operations@Innovayte.com](mailto:Operations@Innovayte.com) or
- (ii) In writing to P. O. Box 451249, Westlake, OH 44145.

Verbal instructions to withdraw my consent will not be effective. If I withdraw such consent, Equity Trust Company will resume mailing paper copies the month following that in which the next Account document or communication is generated and a quarterly paper statement fee (as set forth in the applicable fee schedule) may be charged to my Account.



**12 IMPORTANT INFORMATION ABOUT YOUR ACCOUNTS (Please Read Before Signing)**

The signature below acknowledges that I have received, read, understand and agree to be bound by the terms and conditions of the Equity Trust Custodial Account Agreement. I acknowledge that the Custodial Account Agreement explains the duties, limitations on duties, and the rights of Equity Trust and me (the "Account Owner"). By signing this Application below, the Account Owner 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 Custodial Account Agreement; and has read and accepted the terms of the Fee Schedule.

I have appointed and designated a Representative as indicated on this Application to manage the assets in my custodial account and agree to be bound by the terms and conditions applicable to such designation.

I understand that within seven (7) days from the date that I open my custodial account, I may revoke this Application and close my custodial account without penalty by mailing or delivering a written notice to Equity Trust.

**13 SIGNATURES****W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

1. The Social Security Number or TIN on this form is the correct Tax Payer Identification Number for the Account Owner;
2. The Account Owner is not subject to backup withholding due to a failure to report interest and dividend income;
3. The Account Owner is a United States citizen or resident alien. In the case of an entity as account owner, the entity is based in the United States.

The Internal Revenue Service does not require your consent to any provision of this document other than certificates required to avoid back-up withholding.

**PATRIOT ACT DISCLOSURE**

To help the government fight the funding of terrorism and money laundering activities, Federal laws (Section 326 of the USA Patriot Act of 2001) requires all financial institutions to obtain, verify and record information that identifies each individual or institution who opens an account or establishes a customer relationship with Equity Trust Company.

When opening an account, Equity Trust will ask for your name, address, date of birth and other information that will allow us to identify you. As appropriate, we ask for a copy of your driver's license or other identifying documents.

This information may be compared to information obtained through third party sources, as permitted by law. If we cannot verify this information, your account may not be opened or it may be restricted and/or closed, and we will not be responsible for any losses nor damages including, but not limited to, lost opportunities, you may incur.

**ACKNOWLEDGEMENT**

The signature below acknowledges that I have received, read, and agree to Equity Trust Company's Non-Retirement Custodial Agreement, Disclosure Statement, and Fee Schedule. I acknowledge that the Non-Retirement Custodial Account Agreement and Disclosure Statement explains the duties, limitations on duties, and the rights of Equity Trust Company, as custodian. By signing this application below, the Account Holder assumes complete responsibility for determining investment decisions. By signing this application below, I further specifically acknowledge that I have read and understand the Arbitration Agreement in Equity Trust Company's Non-Retirement Custodial Account Agreement and that, unless I opt out of the arbitration agreement within 65 days of opening my account, I agree that I will be bound by that Arbitration Agreement.

**By signing this Application, I confirm that this account will not hold or engage in transactions involving illegal or impermissible investments under South Dakota or Federal law while Equity Trust Company serves as Custodian.**

ACCOUNT OWNER SIGNATURE	DATE
PRINTED NAME	TITLE (if applicable)
JOINT ACCOUNT OWNER SIGNATURE (if applicable)	DATE
PRINTED NAME	TITLE (if applicable)

**EQUITY USE ONLY: APPROVED AND ACCEPTED BY:**

AUTHORIZED SIGNATORY	DATE
PRINCIPAL SIGNATURE	DATE



# Non-Retirement Custodial Account Agreement



1 Equity Way | Westlake, OH 44145  
P: (888) 382-4727 | F: (440) 366-3755 | [TrustETC.com](http://TrustETC.com)

This Non-Retirement Custodial Account Agreement (the "Agreement") is made between Equity Trust Company ("Custodian") and each Individual (hereinafter "Account Holder") who executes an Application for the purpose of establishing a Non-Retirement Custodial Account ("Account") to custody all assets deposited into or collected with respect to such Account. Account Holder hereby designates Custodian to serve as custodian of this Account pursuant to the terms set forth below.

## ARTICLE I — DEFINITIONS

The below words and phrases, when used in this Agreement, shall have the following meaning:

- 1.1 "You" and "Your" means the Account Holder
- 1.2 "We", "Us" and "Our" mean the Custodian
- 1.3 "Custodial Account" or "Account" means the Account you set up with us under this Agreement

## ARTICLE II — CUSTODIAN RIGHTS AND LIMITED DUTIES

### 2.1 Custodian's Limited Duties

- (a) Our duties as Custodian of your Account are limited to those set forth in this Agreement. Our duties are limited to (i) receiving funds or investments from you or your Representative, as defined and set forth in Section 7 of this Agreement, and (ii) carrying out our ministerial duties as directed Custodian as set forth in this Agreement below.
- (b) 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:
  - (i) taking, holding, investing and distributing any part of your Account at your direction;
  - (ii) selling, conveying, transferring and otherwise following your directives concerning property held in your Account;
  - (iii) borrowing and lending money and extending mortgages at your direction;
  - (iv) 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;
  - (v) holding any securities or property which has been properly registered to your Account;
  - (vi) filing certain tax forms required of us as Custodian;
  - (vii) unless otherwise directed by you, depositing all undirected and uninvested cash from any source into the Program as set forth and defined in Article IV, Section 4.1(b) of this Agreement, and then to place such deposited cash into one or more financial institutions as described in those sections;
  - (viii) making payments, disbursements or distributions from your Account at your instruction;
  - (ix) furnishing to you, on a least an annual basis, a statement of your assets and transactions in your Account; and

- (x) making, executing and delivering any and all contracts, waivers, releases and any other documents necessary for effecting a transaction directed by you.

### 2.2 Custodian's Rights

- (a) We have the right to not process or accept a transaction or investments. For example, if we determine that an investment or transaction poses risk to us, is no longer administratively feasible, is inconsistent with our administrative responsibilities, capabilities or expertise, we have the right to not process the transaction or investment and we have the right to resign from our role as Custodian of the particular asset and/or Account. If we choose to resign, we may distribute this asset or the assets in your Account to you at its last known value, which could 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.
- (b) The decision to not process or 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 or whether to accept or not accept an investment does not impose any fiduciary duties on us and should not be construed as us making a determination concerning the suitability or legality of the investment. Rather, any review performed by us with respect to an investment shall be solely for our own purposes of determining whether such investment complies with our internal policies, practices and standards. For our own administrative purposes, we may review investment materials and may or may not maintain copies of such review material.
- (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) 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 have the right to take no action and/or freeze your Account or place a hold on a transaction until further clarification acceptable to us is received from you or the appropriate government or judicial authority.

- (e) We have the right to close your Account if the Account drops below the minimum balance we establish and/or if your Account remains inactive with no assets or new investments for a period of time designated under our internal policies.
- (f) We may require that your Account maintain a minimum balance of cash and assets, and we have the right to distribute the entire balance of your Account to you or assess a fee if the balance of your Account drops below a minimum balance we establish.
- (g) We may rely on written directions, and upon the non-written directions described below, giving by the Account Holder or Representative who is acting on its behalf which we believe to be genuine. The Representative (as defined in Section 7) shall be the authorized agent of the Account Holder and not for us. We shall construe any and all investment directions given by the Representative, whether written or oral, as having been authorized by the Account Holder. The Account Holder may appoint and/or remove a Representative by written notice to us provided that removal shall not have the effect of cancelling any notice, instruction, direction or approval received by us from the Representative before we receive notice of the removal.
- (h) We have the right to liquidate assets held in your Account and choose which assets to liquidate in order to pay for overdue fees owed to us or as required in order to comply with state escheatment laws. We also have the right to liquidate assets held in your Account and credit your Account for the market value of such assets if we determine that it is administratively burdensome or not feasible to custody such assets or if there are regulatory or legal risks, as determined by us, associated with the custody or investment of such assets.
- (b) You represent to us that if any investment by you 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. You acknowledge that you will not direct the purchase or sale of a security which is not marketable under the securities law of the appropriate state, nor, without limiting the generality of the foregoing, direct any investment that would be illegal under federal, state or local law.
- (c) 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.

### 3.3 Investment of Amounts in Your Account – Your Responsibility

- (a) **In General.** You have exclusive responsibility for and control over the investment of the assets of your Account. 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 and Investment Due Diligence.** You are responsible for conducting any and all due diligence related to your investment, and for the selection of the investment for your assets. However, 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 custody and that comport with our internal policies, practices, and standards and that are deemed administratively feasible by us. Cash balances in your Account for which no investment instructions have been received shall be placed in a financial institution as set forth in Article IV, Section 4.1(b).
- (c) **Third Party Due Diligence.** It is your responsibility to perform proper due diligence with regard to any representative, investment advisor, broker, dealer or other third 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) **Interested Party/Designated Representative.** You may appoint an Interested Party or Designated Representative to your Account in any form or manner that is acceptable by us. Those individuals will have ability to view your Account, access your Account information and/or perform the actions as set forth on your account application or other form where you appointed and designated the third party. You shall be responsible for investigating, selecting, instructing, and monitoring the Interested Party and/or Designated Representative and to perform whatever due diligence as may be appropriate before selecting or retaining that individual. That Interested Party and/or Designated Representative shall

## ARTICLE III — RESPONSIBILITIES OF THE ACCOUNT OWNER

### 3.1 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 Account or the Application is complete and accurate. Further, you agree that any directions you give us, or action you take with the respect to your Account will be proper under this Agreement, and that we are entitled to rely and/or act upon any such information or direction upon receipt. We shall not be responsible for losses of any kind that may result from your direction to us or your action or failure to act, and you agree to reimburse and indemnify us for any loss we may incur as a result of such direction, action or failure to act.
- (b) We have the right to assume that any document you submit relative to your Account is enforceable, authorized and approved by you. You acknowledge that it is your duty to ensure that any documents relating to any investment are signed, recorded, genuine, and legally enforceable to establish legal interest, including but not limited to title or security interest. 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.

### 3.2 Investments Conform to All Applicable Regulations and Securities

- (a) You are responsible for ensuring that the assets within your Account and all transactions connected with your Account comply with South Dakota regulations, other applicable federal and state regulations, rulings and this Agreement. By signing the Account application and receiving this Agreement, you acknowledge that none of the assets in your Account violate any federal and state Regulation. We have no duty to determine whether your contributions or distributions comply with the relevant laws.

be the authorized agent of you and shall not be treated as an affiliate, agent, or employee of the Custodian. The Custodian has no duty to supervise or monitor the Interested Party or Designated Representative. You may remove an Interested Party and/or Designated Representative from your account by providing written notice to us, on a form that is acceptable to us, but that removal shall not have the effect of canceling any notice or direction we received prior to us receiving the written notice of cancellation. You are solely responsible for removing the responsible party/designated representative once you appoint that person by notifying us of such request to remove that third party through the process we require. We do have the right to remove an Interested Party and/or Designated Representative from your Account at our discretion.

### 3.4 Custodian Acting at Your Direction – No Investment or Tax Advice

- (a) We are acting solely as a directed Custodian to hold assets and we have no discretion to direct any investment in your Account. 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 Account. However, through our affiliate, we may receive a commission in connection with the unsolicited purchase or sale of a publicly traded security.
- (b) 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.
- (c) 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, dealer or other third party selected by you.
- (d) We do not provide legal or tax advice with respect to the assets in your Account.
- (e) We have no duty to inform you of any information on an asset held in your Account which we may have learned in connection with another account or customer or from any source.
- (f) By performing services under this Agreement, we are acting at your direction and on your behalf. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement and the Regulations promulgated thereunder.
- (g) We shall be under no obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate any investment directed by you or your investment advisor, principals, representative or agent; nor shall we be responsible to notify you or take action should there be any default with regard to any investment.
- (h) We are not responsible for communicating, forwarding or notifying you or any third party of any information which we receive pertaining to your investments, 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.
- (i) We may receive documentation from investment providers or asset holders regarding assets in your Account. We may, but are not obligated to, forward this information to you. It will remain your sole responsibility to request and ensure that you receive all applicable documentation regarding your investments.

- 3.5 **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 Account shall be invested in accordance with your instructions or those of your designated representative, subject to the other terms of this Agreement. If you do not instruct us with regard to any uninvested cash, such cash will be deposited into the Program as defined in Article IV, Section 4.1(b). You may direct us to transfer any uninvested funds to an institution of your choice at any time.

### 3.6 Uninvested Cash Fund

- (a) You hereby direct the Custodian, pending further investment instruction, to deposit all undirected and uninvested cash from any source, including, but not limited to contributions, transfers and income from assets held in the Account, into the Program, as defined in Article IV, Section 4.1(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 Account as of the end of each month, provided your Account is open on the last business day of the month.
- (b) 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).
- (c) 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 [www.trustetc.com/interest](http://www.trustetc.com/interest) and reported on your quarterly statement as appropriate, or can be obtained by contacting a Client Service Representative.

### 3.7 Investment Documentation

- (a) In directing us with respect to any investment, you must utilize our forms suitable to such investment or such other form acceptable to us. We may remit funding for your investment upon receipt of such necessary forms, 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, email 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 Account, any and all documents delivered to us in connection with your assets in your Account; however, 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.
- 3.8 **Statement Review.** You have sixty (60) days after either: (1) the date of mailing of a paper statement; or (2) the posting of our statement online, if you receive electronic 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 statements within that time period, we



have the right to assume that you approve of the 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 statement unless you give us notice within that sixty (60) day period.

### 3.9 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 your Account, against you, 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) at your or your agent's direction.
- (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 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, or us.
- (d) We shall not be responsible for any investment losses or diminution of your assets resulting from the changes in the market value of an asset; or resulting from reliance or action taken in reliance upon notice, instruction, direction or approval received from you or your authorized agent.
- (e) 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 you or your authorized agent. You release us from any liability for any price fluctuations of the asset during the processing of a transaction directed by you. The indemnification provisions will survive the expiration of this Agreement.

### 3.10 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 Account, which arise or become necessary for the protection of the investments in your Account, including any actions where we are named as a result of being Custodian of your Account. 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 Account 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 Account, and your Account is the named plaintiff, you agree to initiate suit by titling the plaintiff as "Equity Trust Company, Custodian FBO (Your Name)." You agree to provide us with copies of all pleadings, motions, discovery, orders and final resolution documents upon request. You also agree that any such legal action will be carried out in a manner that does not cause Custodian to incur any costs or legal exposure.
- (b) As you are the owner of the Account held with us, you understand that we will not initiate Legal Proceedings on behalf of you or your Account and will not participate in such Legal Proceedings without direction from you. You understand that you have sole authority to direct and make all decision 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 our legal costs, if we deem 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 Account.

### 3.11 Insurance

- (a) It is your duty, as the owner, to secure or maintain fire, casualty, liability or other insurance coverage on any personal or real property held by you or which serves as collateral under any mortgage or other security instrument held by you with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you to arrange for such 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 Account statements.
- (b) You, as the 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 Account, unless you specifically direct us to pay the same in writing and sufficient funds are available to pay the same from your Account. Furthermore, it is your responsibility to determine that payment has been made from your 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).

### 3.12 Account Security

- (a) You will be required to establish confidential account security credentials, such as a username, password, and/or PIN code, to access and conduct transactions in your Account. It is your duty, as the Account owner, to select strong account security credentials that, at minimum, comply with our security credential requirements, and keep the credentials you select private and inaccessible to unauthorized users. You must select account security credentials that are unique to your Account, meaning you have not used and will not use the same or similar credentials for other online accounts. We recommend that you also routinely change your account security credentials.
- (b) You are responsible for any access to or transactions conducted in your Account with your account security credentials, whether or not such access or transactions were authorized by you. You must notify us immediately if you believe any of your account security credentials have been lost, stolen, or compromised or if you become aware of any unauthorized access to or activity in your Account. We shall not be responsible for losses of any kind that may result from unauthorized access to or activity in your Account using your account security credentials or your other personal information.

### 3.13 Third Parties

- (a) We may delegate certain administrative or other custodial-related services with respect to your Account for which we otherwise have responsibility under this Agreement to affiliated and un-affiliated third parties, including, but not limited to Equity Administrative Services, Inc. and ETC Brokerage Services, LLC. The limitations on our duties to you under this Agreement or otherwise shall also apply with respect to each third party so employed or retained on our behalf.

- (b) We may, from time to time, establish independent contractor relationships with third-party vendors whereby Account Owners can have access to third-party vendors for products and services that may be beneficial to the Account Owner and whereby we receive a fee paid from the general assets of the third-party vendor pursuant to a services agreement between us and the third-party vendor. We are not an affiliate of any such third-party vendor. You should consult with your financial and legal advisors before purchasing any such product or service, and it is your responsibility to perform proper due diligence with regard to any product or service offered by any such third-party vendors (including without limitations all potential legal and tax consequences), and we make no recommendations and provide no investment advice regarding any such product or services or of the needs of the Account Owner or your Account. Account Owners are in no way obligated to purchase products or services generally or to purchase products or services from any such third-party vendors. No Account Owner may rely on any statement made by us or any of our officer, directors, employees, or agents for any decisions regarding the purchase of any product or service from any such third-party vendor.
- (c) We may pay unrelated third parties for marketing or other services they provide to us or in connection with the servicing of your Account. We may also receive fees from unrelated third parties as a result of an agreement for servicing your Account.
- (d) We may utilize third party services to obtain data necessary to serve as Custodian regarding the investments in your Account and you agree that we may charge your Account a fee for utilization of such services.

#### ARTICLE IV — SERVICE FEES

##### 4.1 Service Fees

###### (a) Fee Schedule

- (i) We shall charge you fees for our services under this Agreement as is fully set forth in the Fee Schedule as it may be amended from time to time. Our Fee Schedule may be amended upon 30 days' advance written notice to you and in accordance with Section 9.4 hereof.
- (ii) We will charge fees consistent with the direction you provide to us on your Account Application or as modified by you or your Designated Representative.
- (iii) Any fees that are based upon the fair market value of non-marketable investments or assets that do not have a readily available market value, shall be based upon cost or the estimated fair market value of such assets, whichever is greater. Fees will continue to accrue and be payable even if your Account contains no assets other than uninvested cash. 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 Account, 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 Account fees based upon value.
- (iv) As set forth in the Fee Schedule, renewal fees will be automatically renewed and withdrawn from your 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.
- (v) We have the right to select another form of payment for

our fees, such as credit card you have on file with us, if your designated form of payment fails when fees are due. Likewise, should you fail to pay an invoice for fees when due, we have the right to select another form of payment.

- (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 Custodian for all s shall be deducted solely from interest earned on uninvested 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 uninvested cash from the Program. The Program fees will be charged regardless of which bank accounts are being used by your Account. The Custodian has no obligation to ensure that all such bank accounts 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 Account 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 and in accordance with Section 9.4 hereof. 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 Account monthly.
- (c) **Other Fees.** We may charge your Account stock transfer costs, postage and other out-of-pocket costs we incur as Custodian. We may charge you and/or your 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 Account. These include, but are not limited to, attorney fees and expenses associated with the defense of or on behalf of your Account or your interest involving your Account or its assets and in defense of us if we are named in any proceeding involving you or your Account.
- (d) **Third Party Fees.** You may incur third party fees associated with a transaction or investment as a result of your relationship with such third party and you acknowledge that these third-party fees will not be disclosed on our fee schedule. You acknowledge that you are solely responsible for these third-party fees.

Certain custodial fees may be paid for a limited time under a special fee schedule arrangement with a service provider as a result of a certain type of investment. If that arrangement is modified, that fee schedule may be discontinued, and you will be responsible for payment for fees associated with your Account outside of any special fee schedule. Should that fee arrangement allow for third parties to pay your fees directly to us in exchange for you paying the third party, if the third party is listed as the Account Designated Representative and you fail to pay the third party fees, you direct us to liquidate your assets to pay for fees due and owing that third party.

- (e) **Brokerage Commissions.** Any brokerage commissions attributable to the assets in your Account will be charged to your Account through your brokerage Account. You cannot reimburse your Account for those commissions. Commissions or other fees may be received by our affiliates from third parties for assistance in performing certain services for your Account.

(f) **Fees from Third Parties.** We may receive compensation in the form of administrative fees in connection with certain Rule 12b-1, sub-transfer agent, and other types of fees from certain mutual funds or their affiliates in consideration of services that we provide to the funds, e.g., purchase and redemption of shares and participant-level record keeping. This compensation is paid by the funds, pursuant to agreements between fund companies and a third-party mutual fund platform provider and will be disclosed to the Account Holder. Under no circumstances will the Account Holder be responsible for payment of this compensation. The compensation paid to us is based either on a set fee per investor or on a percentage of the average daily net asset value of shares invested in the fund.

4.2 **Miscellaneous.** If you have provided us with information we consider sufficient to demonstrate that an asset(s) in your 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.

4.3 **Right to Collect Fees.** We have the right to freeze the assets held in your Account to ensure that we are protected from any loss involving your Account. We also have the right to liquidate, change dividend options 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 Account.

#### 4.4 **Credit Card**

(a) Upon establishment of your Account or at such time thereafter, you may be required to furnish us with a valid credit card account number and related information. If you select to have your credit card pay fees, you authorize us to charge that credit card for all current and subsequent account-related fees and expenses unless and until you revoke this authorization in writing. We also have the right to charge a credit card you have on file with us for any fees and expenses due and owing to us that cannot be paid through your designated method of payment, such as if you elected to have fees come from your Account but insufficient cash is in your Account to cover the fees.

(b) 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 V – VALUATION POLICY

5.1 It is your duty to ensure that the fair market value of the asset in your Account is accurate, which is set forth in your quarterly statements and in your online account. Where the fair market value of an asset in your Account 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. Where the fair market value of an asset in your Account is not readily ascertainable, you agree that you will provide to us a qualified independent appraisal or other acceptable valuation of the asset. Values for brokerage accounts shall be equity to the total equity value of the account and shall reflect only those assets which are priced by the brokerage

firm. We have no obligation to conduct appraisals or valuations of assets in your Account and we have no duty to verify the values provided to us. If you do not provide such an appraisal or valuation, we may report that asset's value at its last known fair market value or at its acquisition cost. We may require that you provide such an appraisal or validation with an updated fair market value of the asset for any transaction which results in a taxable event, such as a distribution. You are solely responsible for the tax consequences of asset values reported to the Internal Revenue Service in connection with a distribution of any assets in your Account or any other taxable event.

5.2 For all assets in your Account, we neither provide a guarantee of value nor an opinion with regard to any independent appraisal or other valuation provided by you, and we assume no responsibility for the valuations reported or their accuracy. You acknowledge and agree that any valuation reported in your quarterly statements or online may not be an accurate and/or current representation of the true fair market value of the asset and may be merely an estimate of value for that asset. The reported value of any asset may differ materially from its actual value. We do not guarantee you will be able to obtain the reported value in the event of a sale, redemption or liquidation of the asset. Valuation information reported by us should not be used as a basis for making investment decisions, including, but not limited to, purchasing, retaining or disposing of an asset.

5.3 We may use the value of the asset to determine fees owed to us. If you believe an asset in your Account should be reported at a different value, or does not have any value, it is your responsibility to provide us with information sufficient to demonstrate that the asset's reported value should be changed. You may provide us with this information through a qualified independent appraisal or other means we consider acceptable to evidence the new value of the asset. This could include evidence of bankruptcy, reorganization, receivership or similar proceedings. If this is the only asset held in your Account, we have the right to devalue, distribute the asset and close your Account. If you do not provide such information we deem sufficient to devalue the asset, we will continue to report the asset at the last known value given to us. If we become aware that the value of the asset in your Account has lost value or is of no value, we may notify you of such information and may reduce the value of such asset and/or distribute the asset to you. However, it is your responsibility to notify us if you believe an asset's value has changed and provide credible evidence supporting the valuation that is acceptable by us.

### ARTICLE VI – TERMINATION OF AGREEMENT, RESIGNATION, OR REMOVAL OF CUSTODIAN

6.1 Either party may terminate this Agreement at any time by giving written notice to the other party. We may resign and appoint a successor custodian to serve under this Agreement or under another governing agreement selected by the successor custodian by giving you written notice at least 30 days prior to the effective date of such resignation and appointment, which notice shall also include or be provided under separate cover a copy of such other governing instrument, if applicable, and the related disclosure statement. You shall then have 30 days from the date of such notice to either request a distribution of the entire account balance or designate a different successor custodian and notify us of such designation. If you do not request distribution of the account balance or notify us of the designation of a different successor custodian within such 30 day period, you shall be deemed to have consented to the appointment of the successor custodian and the terms of any new governing instrument, and neither us nor the successor shall be required to execute any written document to complete the transfer of the account to the successor custodian. The successor custodian may rely on any information, including beneficiary designations, previously



provided by you to us. 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.

- 6.2 If this Agreement is terminated, we may charge to your Account 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 Account; and
  - (b) any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Account.
- 6.3 After your 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.
- 6.4 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 Account) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your Account, but only if it is the type of organization authorized to serve as a trustee or custodian.
- 6.5 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 Account, but only if it is the type of organization authorized to serve as a trustee or custodian.

#### ARTICLE VII – APPLICABLE LAW; WAIVER; AND VENUE

- 7.1 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.
- 7.2 **YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION AGAINST CUSTODIAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, CUSTODIAN'S DUTIES OR RESPONSIBILITIES THEREUNDER, OR YOUR ACCOUNT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ACCRUED, OR IF THE APPLICABLE LAW REQUIRES A LONGER LIMITATIONS PERIOD, WITHIN THE SHORTEST PERIOD OF TIME PERMITTED BY THAT LAW. YOU AGREE TO WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.**
- 7.3 **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.**
- 7.4 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.
- 7.5 IF YOU TIMELY OPT OUT OF THE ARBITRATION AGREEMENT IN ARTICLE VIII OF THIS AGREEMENT, OR IF THE ARBITRATION AGREEMENT IN ARTICLE XVIII IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE AGAINST YOU OR INAPPLICABLE TO YOU FOR ANY REASON, YOU AGREE THAT ANY LAWSUIT FILED AGAINST CUSTODIAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR OUR

ROLE AS CUSTODIAN, INCLUDING, BUT NOT LIMITED TO, ANY DUTIES, RESPONSIBILITIES OR ACTIONS (OR FAILURE TO ACT) OF CUSTODIAN OR OUR RELATIONSHIP WITH YOU, SHALL BE EXCLUSIVELY BROUGHT IN THE COUNTY COURT OF CUYAHOGA COUNTY, OHIO OR THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO (CLEVELAND DIVISION), AND YOU EXPRESSLY AGREE TO SUBMIT TO THE JURISDICTION OF THESE COURTS BOTH FOR ANY SUCH LAWSUIT YOU MAY FILE AGAINST CUSTODIAN AND FOR ANY LAWSUIT WHICH CUSTODIAN MAY FILE AGAINST YOU.

#### ARTICLE VIII – ARBITRATION AGREEMENT

**ARBITRATION AGREEMENT. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU OPT OUT OF IT, ANY DISPUTE BETWEEN YOU AND CUSTODIAN OR CERTAIN OTHERS WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION. BY AGREEING TO THIS PROVISION, YOU AND CUSTODIAN GIVE UP RIGHTS TO GO TO COURT AND RIGHTS TO A TRIAL BY JURY. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION.**

**What is Arbitration?** Arbitration is a private process in which an impartial arbitrator resolves a legal dispute by making a final and binding decision called an Award. Like judges, arbitrators are neutral and impartial decision makers. The arbitrator may grant any remedy of relief that the parties could have received in court. And decisions by the arbitrator are binding and enforceable. But arbitration is different from court in other ways. For example, arbitration uses less formal discovery and rules of evidence. There is no jury. And appellate review of an arbitration Award is more limited than in court.

**Scope.** You and Custodian agree that MANDATORY BINDING ARBITRATION will be the exclusive means of resolving any claim between you and Custodian or any of its officers, directors, or affiliates (including Equity Administrative Services, Inc.), including any existing or future claim arising out of or relating in any way to (i) this Agreement, (ii) any prior Agreement between you and Custodian, (iii) your Account, or (iv) any services provided by Custodian.

All claims are subject to arbitration, no matter what law or legal theory they are based on or what remedy they seek. The arbitrator has exclusive authority to resolve any questions regarding the application, enforceability, unconscionability, or interpretation of this Agreement and this arbitration provision. The arbitrator has exclusive authority to resolve any disputes regarding the timeliness of any demand for arbitration. Any questions about whether claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

BOTH YOU AND CUSTODIAN GIVE UP THE RIGHTS TO GO TO COURT AND TO A TRIAL BY JURY TO RESOLVE CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. YOU FURTHER AGREE TO GIVE UP YOUR RIGHT TO PURSUE OR PARTICIPATE IN ANY PENDING OR FUTURE CLASS

ACTION OR OTHER CLASS OR REPRESENTATIVE PROCEEDING AGAINST CUSTODIAN OR ITS OFFICERS, DIRECTORS, OR AFFILIATES. IF YOU DO NOT TIMELY OPT OUT OF THIS ARBITRATION AGREEMENT, YOU WILL NOT BE ABLE TO PARTICIPATE IN OR BE A MEMBER OF ANY CLASS ACTION.

**Small-Claims Exception.** The only exception to the exclusivity of arbitration is that you and Custodian retain the right to bring individual claims in a small- claims court of competent jurisdiction in the county in which you reside or in Cuyahoga County, Ohio, but only if your claims are within the jurisdiction of small-claims court. This exception does not change or affect your agreement not to participate in or be a member of any class action or other representative action or proceeding against Custodian.

**Procedure.** JAMS will administer any arbitration under this agreement. You can visit JAMS' website at [www.jamsadr.com](http://www.jamsadr.com) or contact the JAMS at 1-800- 352-5267 or by other means provided on the JAMS' website.



The JAMS Streamlined Arbitration Rules and Procedures ("Streamlined Rules") will apply if the total amount of the claims at issue in the arbitration is equal to or less than \$75,000. The Streamlined Rules are available at [www.jamsadr.com/rules-streamlined-arbitration/](http://www.jamsadr.com/rules-streamlined-arbitration/) or by calling JAMS at 1-800-352- 5267 or the number provided on the JAMS' website, [www.jamsadr.com](http://www.jamsadr.com). If you demand arbitration under the Streamlined Rules, you must pay the first \$250 of the appropriate filing fee listed at [www.jamsadr.com/arbitration-fees](http://www.jamsadr.com/arbitration-fees) and Custodian will pay the balance of the filing fee. Each party will pay its own attorney's fees and costs and its own witness fees and costs. Custodian will pay all other arbitration fees, costs, and expenses. Custodian also will refund your filing fee if you prevail in the arbitration and if the arbitration Award in your favor is greater than the value of Custodian's last written settlement offer made prior to the demand for arbitration. Any in-person arbitration hearing under the Streamlined Rules will be held in the city closest to your permanent residence that has a United States District Court.

The JAMS Comprehensive Arbitration Rules and Procedures ("Comprehensive Rules") shall apply if the total amount of claims at issue in the arbitration exceeds \$75,000. The Comprehensive Rules are available at [www.jamsadr.com/rules-comprehensive-arbitration/](http://www.jamsadr.com/rules-comprehensive-arbitration/) or by calling JAMS at 1-800-352-5267 or the number provided on JAMS' website, [www.jamsadr.com](http://www.jamsadr.com). If you demand arbitration under the Comprehensive Rules, you must pay the first \$250 of the appropriate initial filing fee listed at [www.jamsadr.com/arbitration-fees](http://www.jamsadr.com/arbitration-fees) and Custodian will pay the balance of the filing fee. The Comprehensive Rules provide that each party will bear its own arbitration costs and expenses, including its own attorney's fees and costs and its own witness fees and costs, and an equal share of the arbitrator's compensation and the administrative fees of arbitration. However, upon the appointment of the arbitrator, Custodian will refund you up to \$2,000 of any initial filing fee paid by you. Custodian will also pay for the first \$2,500 of the arbitrator's compensation. And Custodian will refund your entire initial filing fee if you prevail in the arbitration and if the arbitration Award in your favor is greater than the value of the Custodian's last written settlement offer made prior to the demand for arbitration. Any in-person arbitration hearing under the Comprehensive Rules will be held in Cleveland, Ohio.

Except as required by law or as necessary to enforce an arbitration Award, any arbitration shall be confidential, and neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without prior written consent of both parties.

Any demand for arbitration must be made not later than the time set forth in Article VII, Section 7.2 of this Agreement.

**IMPORTANT - YOUR RIGHT TO OPT OUT.** If you prefer to keep your rights to go to court, to a trial by jury, and to participate in class actions, you may opt out of this arbitration agreement. The decision whether to opt out of this arbitration agreement is entirely yours and will not affect any ongoing relationship with Custodian or the services Custodian provides. If you opt out, neither you nor Custodian will be able to demand arbitration of any dispute. HOWEVER, YOUR RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT MUST BE EXERCISED WITHIN A CERTAIN TIME PERIOD. IF YOU WISH TO OPT OUT OF THIS ARBITRATION AGREEMENT, YOU MUST OPT OUT WITHIN 65 DAYS OF OPENING THE ACCOUNT. To opt out, you must timely complete and submit the opt-out form available on the internet at [www.trustetc.com/opt-out/arbitration](http://www.trustetc.com/opt-out/arbitration) OR mail a letter to Equity Trust Company, P.O. Box 45351, Westlake, Ohio 44145, with your full name, your account number(s), and a statement that you are opting out of the arbitration agreement. If you do not timely opt out of this arbitration agreement, you shall be bound by this arbitration agreement. Any opt out of this arbitration agreement applies only to Article XVIII of this Agreement and does not affect the validity or enforceability of any other provision of this Agreement.

**Severability.** If any part of Article VIII is held to be illegal, unenforceable,

or invalid, the remaining parts will not be affected and will remain in full force and effect.

## ARTICLE IX – IMPORTANT MISCELLANEOUS PROVISIONS

- 9.1 **Security.** We take the protection of your personal information seriously. Access to account information is provided only to authorized parties after proper authentication procedures are successful. It is your responsibility to promptly report any suspected or actual security breach or unauthorized transaction.
- 9.2 **Confidentiality.** Our Privacy Notice, sent to Account owners annually, sets forth the type of information we collect and whether and how we share your nonpublic personal information. We restrict access to your nonpublic personal information to those employees, third parties and agents who need to know that information to provide services to you and the Account. Your information may also be shared to respond to court orders and subpoenas without prior notice to you.
- 9.3 **Notices and Change of Address.** Any required notice regarding this will be considered effective when we send it to the intended recipient at the last address which we have in our records. Should your mailing address be invalid in any way or if we receive returned mail, we may cease using that address as a means of contact until you update our records to ensure proper delivery. 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.
- 9.4 **Amendments.** We have the right to amend this Agreement at any time. Any amendments we make do 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. If you timely notify us in writing that you do not consent to the amendment, you will have 30 days from the date your notification is received by us to secure a new custodian for your Account and you are responsible for ensuring that all assets in your Account are properly titled, registered, and transferred out of our name and into the name of the new custodian.
- 9.5 **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.
- 9.6 **Liquidation of Assets.** We reserve the right to liquidate asset(s) held in an Account, without prior notification to the Account Holder, to resolve a negative cash balance or to collect outstanding custodial fees or other monies due. You agree not to hold us liable for any damages or loss associated with such liquidation of assets.
- 9.7 **Restrictions on the Assets.** Neither you nor any beneficiary may sell, transfer or pledge any interest in your Account in any manner whatsoever, except as provided by law or this Agreement. The assets in your Account shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.
- 9.8 **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 consumer inquiries. By signing this Agreement, you acknowledge our right and expressly authorize us to record and play back any and all such telephone calls.

- 9.9 **Third Parties.** We employ and retain agents, affiliated and un-affiliated third parties, including, but not limited to Equity Administrative Services, Inc., for the purpose of performing administrative or other custodial-related services with respect to your Account 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. We may pay or receive fees from unrelated third parties for marketing or other services they provide in connection with our servicing of your Account.
- 9.10 **Account Not Guaranteed.** We do not guarantee the assets in your Account, nor do we ensure against any loss or depreciation.
- 9.11 **Account Holder Verification.** To help the government fight the funding of terrorism and money laundering activities, Federal law require us to obtain, verify and record information that identifies who opens an account with us. You acknowledge that, to comply with Federal law, we will require certain information, such as, but not limited to the name, address, date of birth and tax identification number of the Account Holder before an Account can be opened.
- 9.12 **Unclaimed Property.** Under the laws applicable to your Account, we may be required to turn over to regulatory authorities property that is in your Account and deemed abandoned. To avoid such escheatment of property, you agree to periodically show activity in your Account (by logging in) or otherwise contact us. Before remitting abandoned property, pursuant to applicable law, we will send written notice to your last known address. You agree that we are not liable for any loss arising from or related to escheatment of your Account's property under applicable law.

STOCKS		
	Online Trades	Broker Assisted Trades
Equity Securities/Exchange - Traded Funds	\$24.95*	\$49.95*
*If a Good Til Cancelled (GTC) order fills over multiple days, customer will pay one full commission for each day a fill occurs.		
OPTIONS		
	Online Trades	Broker Assisted Trades
All Contracts	\$24.95 + \$1.50 each contract*	\$49.95 + \$1.50 each contract
Manual Option Exercise Request: \$25.00		
*Example: 5 contracts online commission = \$24.95 + \$7.50 (5 x \$1.50) = \$32.45.		
MUTUAL FUNDS		
	Online Trades	Broker Assisted Trades
No Transaction Fee (NTF) Mutual Funds:	\$0	\$0
All other Mutual Funds:	\$24.95	\$49.95
*For any mutual fund available for purchase, please carefully review the fund's Prospectus prior to investing to obtain information regarding any additional charges or expenses that the fund may charge.		
FIXED INCOME INVESTMENTS - (CAN ONLY BE PURCHASED THROUGH BROKER ASSISTANCE)		
Bonds, Mortgage-Backed Securities, OTC Corporate Bonds, Government Securities, Collateralized Mortgage Obligations, Money Market Instruments/CDs, Municipal Bonds, Unit Investment Trusts, and Zero Coupon Bonds		\$29.95/ trade / fixed income investment type*
*Example: if a customer purchases bonds, MBSs, and OTC corporate bonds at the same time, they will pay \$29.95 x 3 = \$89.85.		
ALTERNATIVE ASSET TRADING**		
	Basic	Flex Pricing
	\$125	Tiered
ANNUAL CUSTODY FEE		
ACCOUNTS HOLDING STANDARD ASSETS		
Includes, but is not limited to, Mutual Funds, Exchange-Traded Funds, Equity Securities, and Fixed-Income Investments		No Custodial Account Fee. However, applicable Transaction Fees apply (see below)
ACCOUNTS HOLDING ALTERNATIVE ASSETS**		
Basic	Includes, but is not limited to, Public Limited Partnerships, Public Limited Liability Companies, and Public REITs	\$125 per account (charged quarterly in arrears and is not pro-rated)
Flex	Includes, but is not limited to, Corporate Debt, Trust Deeds / Real Estate Contracts, Real Estate, Private Stock, Private Limited Partnerships, Private Limited Liability Companies, Private REITs, and other Private Placements or Non-Standard Assets	Please refer to the "Flex Alternative Asset Schedule" on the next page
FLEX ALTERNATIVE ASSET SCHEDULE**		
VALUE OF (FLEX) ALTERNATIVE INVESTMENTS (Includes Flex Alternative Investments in the account but does not include Basic or Standard Assets)		
\$1 - \$249,999		\$200
\$250,000 - \$499,999		\$250
\$500,000 - \$999,999		\$300
\$1,000,000 - \$2,499,999		\$400
\$2,500,000 and over		Negotiated

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

P. O. BOX 451249 | WESTLAKE, OH 44145 | PHONE: (877) 403-0369 | FAX: (440) 365-1447 | EMAIL: ETCBROKERAGE@ETCBROKERAGE.COM

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### MISCELLANEOUS FEES\*\*

\*The following fees may apply depending on your brokerage account activity and settings. Fees are automatically deducted from your cash balance at the time of the transaction(s) or on a monthly or quarterly basis.

• Paper Documents Fee (statements, trade confirmations, etc..)	\$30.00 per quarter (unless set up for eDelivery)
• Transfer Out (Full or Partial)	\$100.00 per transaction
• Voluntary Corporate Action Fee (includes but not limited to tender offers and warrant exercises)	\$50.00 per corporate action
• Mandatory Corporate Action Fee (includes but not limited to Fixed Income Maturities, mergers, reverse stock splits, name changes)	\$25.00 per corporate action
• Physical Certificate Deposit	\$50.00 / certificate
• Physical Certificate Reregistration	As incurred by ETCB from Transfer Agent
• DWAC Charges	\$75.00 per item
• Free Deliveries (DTC)	\$25.00 per security
• Long Positions (Sub Penny Book Entry) - monthly fee	\$0.0000006 / share
• Worthless Securities Removal Processing Charge	\$20.00 per security
• Wires Out	\$30.00 per wire *International wire fee = \$50
• Overnight Check Fee	\$50.00
• Check Stop Payment & Returned ACH Fees	\$25.00
• Overnight Mail	As incurred
• Real Time Quotes	Fees passed through as incurred
• Non-DTC eligible Security Transaction Fee, DRS (Direct Registration System) Fee	As incurred by ETCB (includes but not limited to physical settlement fee / Transfer agent fee / processing fee)
• FINRA TAF and ORF Fees	As incurred by ETCB
• Alternative Investment Re-registration Fee**	\$100.00 per asset

**PLEASE NOTE:** Trading in OTC securities incurs additional risk. Please review the [OTC Disclosure](#) on our website for more information.

**PLEASE NOTE:** Certain Securities are not available through electronic trading. Access to your account information, trading and other services may be limited or unavailable during periods of peak demand, systems maintenance, or for other reasons. Contact ETCB for assistance at any of these times.

**\*\*ETC Brokerage Services ("ETCB") does not custody alternative investments. To invest in alternative investments, you must open an account with Equity Trust Company, an affiliate of ETCB, and Equity Trust Company will serve as your account's custodian for your alternative investments. Fees in this schedule related to alternative investments will be charged by Equity Trust Company and include Alternative Asset Trading, Annual Custody Fee, Flex Alternative Asset Schedule, and Miscellaneous Fees. Any alternative investment related fee will be deducted from your available cash in your Equity Trust account. Should your Equity Trust account not have available cash, you agree that fees can be deducted from your available cash in your ETCB account. To avoid any processing delay involving alternative investments, please ensure that your account at Equity Trust maintains available cash to process the pending transaction.**

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## E-SIGN DISCLOSURE AND CONSENT

*This E-Sign Disclosure and Consent (the "Consent") documents your consent to electronically receive communications, documents and other information relative to your account(s), and to utilize your electronic signature in lieu of signing paper documents. This Consent also describes your rights relative to electronically receiving documents as well as consequences of withdrawing your consent. Please read this disclosure and consent carefully and save and/or print a copy for your files.*

For purposes of this Consent, whether or not capitalized, "we" refers to Equity Trust Company ("Equity Trust"), and "you," "your" or "yourself" means each person or entity that has an ownership interest in the applicable account(s).

### *E-Sign Act.*

Federal regulations require that we provide you with certain documents or communications: (1) at the time you contract for services and/or before you use those services for the first time and (2) when you authorize transfers from your deposit account to your or someone else's credit card or loan account; and, that the document or communication be in writing in a form that you may keep. The Electronic Signatures in Global and National Commerce Act ("E-Sign Act") allows us to provide you with documents or communications in electronic form rather than in written form and allows you to use your electronic signature in lieu of signing a paper document if you consent after we have provided you with the following information.

### *Intent to Use Electronic Signatures*

You affirmatively consent and agree that you are signing this Consent electronically and your electronic signature on agreements and documents has the same effect as if you signed them in ink. You further agree that your electronic signature is the legal equivalent of your manual signature. You further affirmatively consent and agree that by signing this Consent, you agree (1) to the use of electronic signatures, such as your act of clicking, checking or otherwise manifesting your assent through an electronic method, (2) the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in providing or making any agreement, acknowledgement, or consent constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing, and (3) that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E- Signature or any resulting contract.

### *Consent to Receive Documents or Communications Electronically*

By agreeing to this Consent, you affirmatively consent and agree that we may electronically provide you with all communications, documents and other information required to be provided by us, by the issuers of the securities in which you invest, and by other parties, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. This means you agree to any online agreements of ours, including any changes we make to any of our agreements, including this Agreement, and you agree that the electronically signed Agreements are written, binding contracts. This also means you will receive email or other notices electronically when, for example, your account statements, confirmations, tax documents, prospectuses, annual reports, proxy statements, proxies, tender offers and mergers, corporate recapitalizations, margin and maintenance calls, billing notices, our Privacy Policy and any other information provided to you is available for viewing or printing. Please note that we are not responsible for the content of electronic documents which we did not draft or generate.

You understand and agree that, by consenting to electronic delivery, you agree that notice to you regarding communications, documents and other information made available on websites, in email or in another format, constitutes delivery to you of such communications, documents and other information referred to in the email or other notice even if you do not actually access the information or documents.

#### *Method of Providing Documents and Communications to You in Electronic Form*

All communications, documents and other information that we provide to you in electronic form will be provided (1) via email, (2) via a wireless device you have designated, (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose, or (4) via any other electronic means we have mutually agreed upon. Delivery of electronic communications, documents and other information by any of these methods will be considered “in writing” and you intend that the electronic documents or communications have the same legal effect as written and signed paper documents or communications.

#### *Right to Receive Paper Copies*

You may obtain a copy of any document or communication in paper form in addition to your access to the document or communication in electronic form at any time upon request. You expressly agree to any additional fees or charges that we may implement for delivery of notices, information or documents using the U.S. Mail or alternative equivalent service.

#### *Your Current Email Address*

You agree to promptly notify us in writing if your email address changes. If a message to your email address is returned due to an unsuccessful delivery, then we will send you written notice through the U.S. Mail. If you do not provide us with an updated email address within the time frame identified in the notice, then we will discontinue e-delivery, and you will receive communication through the U.S. Mail on an ongoing basis. You expressly agree to any additional fees or charges that we may implement for delivery of notices, information or documents using the U.S. Mail or alternative equivalent service.

If you have consented to electronic delivery, but do not periodically receive emails notifying you of your statement’s or trade confirmation’s availability – and you have not instructed us to stop delivering such notices to you or to deliver those notices to your Authorized Person – then you agree to notify us immediately so that we can take appropriate steps.

#### *Withdrawing Your Consent*

You may withdraw your consent to receive communications, documents and other information electronically at any time. If, after you have consented to receive communications, documents and other information electronically, you decide that you wish to receive communications, documents and other information in paper format only, you may withdraw your previously provided consent by notifying us of your withdrawal by writing us at Equity Trust Company, 1 Equity Way, Westlake, OH 44145 or via email at [operations@innovayte.com](mailto:operations@innovayte.com) and providing your name, mailing address and daytime telephone number. If this information differs from what we have on file for you, there could be additional verification steps that are needed. You should cancel the communication prior to the last day of the month or quarter to receive a paper periodic statement. You agree, however, that your revocation of consent does not imply that the previous electronic delivery did not constitute good and effective delivery. You expressly agree to any additional fees or charges that we may implement for delivery of notices, information or documents using the U.S. Mail or alternative equivalent service.

#### *Hardware and Software Requirements*

To receive, access, view and retain communications, documents, and other information that we make available to you electronically, you must have:

- A computer or other electronic device (tablet, PDA, etc.) capable of supporting electronic access.



- An active email address with an Internet service provider and any necessary email software.
- A Current Version (defined below) of an Internet web browser [we support] [which is capable of supporting 128-bit SSL encrypted communications];
- A connection to the Internet.
- A Current Version of software that permits you to receive, access and view Portable Document Formation or “PDF” files, such as Adobe Acrobat Reader (available for download at <https://get.adobe.com/reader/>),
- Sufficient electronic storage capacity on your computer’s, or other electronic devices, hard/solid state drive or other data storage device.
- A printer if you wish to print out and retain records on paper, and/or working electronic storage if you wish to retain records in electronic form.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require your Internet browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. [If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration.]

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with our services.

#### *Changes to Hardware and/or Software Requirements*

You will be notified electronically of any changes to the hardware and/or software requirements that may create a material risk that you will not be able to receive, view, print or save a document or communication.

#### *Consent Signature*

By checking YES in the Account Application to Electronic Delivery of Account Documents or previously electing electronic delivery in my Equity Trust account, I acknowledge and agree that I have reviewed and understand this E-Sign Disclosure and Consent and I affirmatively consent to conducting business using electronic communications, to receive any document or communication electronically, and to utilize my electronic signature in lieu of signing paper documents. I further agree that I have the hardware and software described above and that I have an active email account. I also confirm that I am authorized to provide this consent.



<b>FACTS</b>	<b>WHAT DOES EQUITY TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	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.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and account transactions</li> <li>▪ account balances and transaction history</li> <li>▪ assets and investment experience</li> </ul>
<b>How?</b>	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.

<b>Reasons we can share your personal information</b>	<b>Does Equity Trust share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing</b>	Call 877-506-4535 – our menu will prompt you through your choice(s) or Visit us online: <a href="http://www.trustetc.com/opt-out/affiliate/">www.trustetc.com/opt-out/affiliate/</a> <b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 45 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
<b>Questions?</b>	Call (888) 382-4727 or go to <a href="http://www.trustetc.com">www.trustetc.com</a>	

Who we are	
<b>Who is providing this notice?</b>	Equity Trust Company ("Equity Trust")
What we do	
<b>How does Equity Trust protect my personal information?</b>	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.
<b>How does Equity Trust collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or make deposits or withdrawals from your account</li> <li>▪ provide account information or give us your contact information</li> <li>▪ direct us to buy securities or to sell your securities</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state laws.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliates include companies with an Equity or ETC or Innovayte name; financial companies, such as IPL Lending, LLC; nonfinancial companies, such as Retirement Education Group, Inc. d/b/a Equity University; and others, such as Midland IRA, LLC and UBIT Professional LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Equity Trust does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Equity Trust does not jointly market.</i></li> </ul>
Other important information	
<p><b>California residents:</b> We will not share your personal information with affiliates for their marketing purposes if you instruct us not to, either by using the opt-out methods described on Page 1 or described in the "Important Privacy Choices for Consumers" form provided with this notice. <b>Vermont residents:</b> We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at <a href="http://www.trustetc.com/privacy-policy/">www.trustetc.com/privacy-policy/</a> or call (888) 382-4727.</p>	

## Important Privacy Choices for Consumers (California Residents Only)

**You have the right to control whether we share some of your personal information.  
Please read the following information carefully before you make your choices below.**

### Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

### Your Choices

**Restrict Information Sharing With Companies We Own or Control (Affiliates):** Unless you say "No," we may share personal and financial information about you with our affiliated companies.

☐ NO, please do not share personal and financial information with your affiliated companies.



### Time Sensitive Reply

You may make your privacy choices at any time. Your choice marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with which we have contracts to provide products and services.

Name: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

Signature: \_\_\_\_\_

To exercise your choices, do one of the following:

- (1) Fill out, sign, and send back this form to us at Equity Trust Company, Attn: Privacy, PO Box 45351, Westlake, OH 44145 (you may want to make a copy for your records); or
- (2) Call this toll-free number 877-506-4535; or
- (3) Reply electronically by contacting us through the following Internet option:  
[www.trustetc.com/opt-out/affiliate/](http://www.trustetc.com/opt-out/affiliate/)



### **OUR USA PATRIOT ACT DISCLOSURE**

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act of 2001) requires all financial institutions to obtain, verify, and record information that identifies each individual or institution who opens an institutional account or establishes a customer relationship with Equity Trust Company.

#### **WHAT THIS MEANS FOR YOU:**

When you open an account, Equity Trust Company will ask for your name, address, date of birth and other information that will allow us to identify you. As appropriate, we may also ask to see your driver's license or other identifying documents.

This information may be compared to information obtained through third party sources, as permitted by law. If we cannot verify this information, your account may not be opened or it may be restricted and/or closed, and we will not be responsible for any losses nor damages including, but not limited to, lost opportunities, you may incur.

We thank you for your understanding and for joining us in securing a safer tomorrow.