

SECURITIES ACCOUNT AND INDIVIDUAL RETIREMENT ACCOUNT APPLICATIONS



Vision Financial Markets LLC
Securities Account Agreement



Millennium Trust Company, LLC
IRA Custody Agreement

Vision Financial Markets LLC
Four High Ridge Park
Stamford, Connecticut 06905
Telephone: 203.388.2700
Fax: 203.321.0071

Toll Free: 877.836.3949
www.visionfinancialmarkets.com



Vision Financial Markets LLC



Millennium Trust Company, LLC

>Introductory Page

You want to invest funds in your IRA in a brokerage firm account at Vision. To do that you will need to establish two different types of accounts – a brokerage account with a qualified, experienced brokerage firm and an IRA custodial account with a qualified, experienced IRA custodian. To maintain the tax deferred nature of the investments in your IRA, your IRA must be the Owner of the brokerage account. The following process ensures that the experience of opening those two accounts is as simple and efficient as possible.

To streamline the opening of the two accounts, both the Vision brokerage account and the Millennium Trust IRA account applications, are presented together. To further simplify the paperwork, you need only complete your personal information once on page 5 and this particular information will be included in both applications. Then you will return both completed and signed applications to Vision who will forward the IRA application to Millennium Trust.

Completing the Vision Brokerage Account Application

The Vision brokerage account application is first and is found on pages 6-9. The suitability information is for your broker. Be sure to provide accurate suitability and General Account Information and read the Vision Customer Agreement thoroughly. By signing on page 16, you acknowledge that the brokerage account will be established for your IRA, you have the authority to direct investments, and that you and your IRA are bound by Vision's Customer Agreement.

Completing the Millennium Trust IRA Application

The Millennium Trust IRA application follows on pages 19-22. Please read the application thoroughly and complete the beneficiary information as well as any other required information. The Millennium Trust IRA to IRA Transfer Authorization form follows the application and should be completed and submitted if you are transferring assets from another IRA into this new IRA with Millennium. In addition to these forms, the packet includes the IRA Custodial Agreement and Disclosure Statement, which should be reviewed carefully and retained for your files. Please note by signing page 22 of the application, you agree to be bound by the terms set forth in the IRA Custodial Agreement. By doing so, you direct Millennium Trust to place your IRA's funds into the Vision Brokerage Account, over which you maintain investment authority while Millennium Trust is acting as a directed custodian without investment authority or similar fiduciary responsibilities.

Thank you. Vision looks forward to working with you toward your investment goals; while Millennium administers your IRA.



>Table of Contents

	<u>Page</u>
• Instructions and Additional Information	4
• Personal Information For Account Owner	5
• General Account Information	6-9
• Vision Financial Markets Customer Agreement	10-16
• Vision Financial Markets Anti-Money Laundering and Privacy Policies	17-18
• MTC Individual Retirement Account Application	19-22
• MTC IRA-to-IRA Transfer Authorization Form	23-26
• MTC Traditional IRA Custodial Agreement	27-37
• MTC Traditional IRA Disclosure Statement	38-41
• MTC Privacy Policy	42-43



>Instructions and Additional Information

Please make a copy of your completed and signed Securities Account Application and MTC IRA Application then return both original applications along with the required additional documentation and checks (if any) to your Financial Advisor or to Vision Financial Markets.

Vision Financial Markets ("Vision") and Millennium Trust Company ("MTC") are separate and independent companies. Vision will act as the brokerage firm executing all securities transactions in your IRA's brokerage account. MTC will act as the custodian for your Individual Retirement Account ("IRA"), including responsibility for any required IRA reporting to the Internal Revenue Service.

To Apply

- Please complete the Personal Information for Account Owner on page 5.
- Please complete the General Account Information as required by Vision on pages 6-9.
- Please read the Vision Customer Agreement beginning on page 10 and sign on page 16.
- Please complete Millennium Trust's IRA Application beginning on page 19 and sign on page 22.
- Read the IRA Custodial Agreement and Disclosure Statement beginning on page 27.
- Consult with your Financial Advisor if you have any questions regarding account setup, required information or any other questions related to establishing your Securities Account with Vision and your IRA with MTC.

Additional Documentation

Vision requires that you please include a clear photocopy (enlarged, if possible) of your current passport, drivers license or other government issued document bearing your photograph and including your signature when returning these applications. Both Vision and MTC require that Non-U.S. citizens must provide a copy of their passport.

Securities Investor Protection Corporation

Vision is a member of the Securities Investor Protection Corporation ("SIPC") which protects securities customers of its members up to \$500,000 (including up to \$250,000 for claims for cash). You may obtain information about SIPC, including the SIPC explanatory brochure, by calling SIPC at 202.371.8300 or by visiting their Web site, www.sipc.org. In addition, a hyperlink to the SIPC Web site is available from Vision's Web site.

Contributions and Distributions

Please consult directly with your personal tax advisor regarding annual contributions or distributions from your IRA. For your convenience, annual contribution limits from the Internal Revenue Service can be found posted on Vision's Web site.

Funding Your Account - You may fund your IRA account in three ways:

1. Transfer/Rollover an Existing Individual Retirement Account

If you wish to have your IRA funds transferred from an existing IRA account held with another firm to your MTC IRA, or rolled over directly from an eligible employer-sponsored retirement plan, then complete and sign the MTC IRA-To-IRA Transfer Authorization form in this packet. If rolling over from an employer-sponsored plan, also check with the plan administrator for any additional requirements.

2. Checks (Please make checks payable to "Millennium Trust Company, LLC")

In the memo line, please include the year of the contribution to your IRA, type of contribution (e.g., rollover, annual contribution), and Vision account number, if known. If your full name is not printed on the check, please hand write your name on the check. Third party checks will not be accepted except those payable to you from other broker/dealers, from custodians (which represent a distribution or rollover from an existing IRA or qualified plan) or from the Internal Revenue Service.

DO NOT SEND CHECKS DIRECTLY TO MTC. PLEASE SEND THEM TO YOUR BROKER OR VISION'S STAMFORD OFFICE (FOUR HIGH RIDGE PARK, STAMFORD, CT 06905).

3. Bank Wires

Cole Taylor Bank
1542 W. 47th St.
Chicago, IL 60609

ABA#: 0710-00343
Credit Acct#: 0691-76019
Acct Name: Millennium Trust Company, Trust Funds
For Further Credit: *(Insert Account Owner's Name)*
Millennium Acct#: *(Insert Acct#)*

Vision and MTC do not accept money orders, travelers checks, starter checks, third party checks (except as indicated above) or cash.



>Personal Information For Account Owner

The information on this page will be used by both Vision and MTC to establish and administer the Securities Account at Vision and the IRA Account at MTC respectively.

First: Middle: Last:
Home Telephone No.: Work Telephone No.:
Cell Phone No.: Fax No.:
Social Security No.: Date of Birth:
Number of Dependents: Marital Status: Mother's Maiden Name:
E-mail Address:
(Note: A valid unique e-mail address is required for all users requesting online access.)

Residential Address

Address:
City: State: Zip: Country:

Account Mailing Address

Address:
City: State: Zip: Country:



>General Account Information

The information supplied by you on pages 6 through 9 is for Vision's use with your IRA's Securities Account and will not be shared with MTC.

Employment Information and Affiliations

Employer and Industry: If employed, please state the name and address of your employer and the nature of the business. If you are self-employed, provide the name of your business and industry. If retired, please list your last position.

Employed Self-Employed Not Employed Student Retired

Employer:

Years There:

Position/Title (if self-employed, please provide occupation):

Address of Employer:

City:

State:

Zip:

Country:

If not employed, state reason:

Interest in a Public Company

Please check the appropriate box(es) below and indicate ticker symbol(s) if you, or any member of your immediate household, are associated with a public company, whether US or non-US, in one or more of the following capacities:

Executive Officer* Ticker Symbol(s): 10% Shareholder Ticker Symbol(s):
 Director Ticker Symbol(s): 5% Shareholder Ticker Symbol(s):

*An executive officer is defined as a company's president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy making function, or any other person who performs similar policy making function for the company. If you are not sure whether you are an executive officer, please consult with your company's in-house counsel.

Required Under Vision's Anti-Money Laundering Policy

Check one: U.S. Citizen Resident Alien Non-Resident Alien

Your Country of Citizenship:

Drivers License #, Passport # or Alien Identification Card # (if applicable):

Please include a photocopy (enlarged if possible) of your current passport, drivers license or other government issued document bearing a photograph and including a signature when returning this application. Non-U.S. citizens must provide a copy of their passport.

I am I am not a current or former senior official of a foreign government or political party, or senior executive of a foreign government owned commercial enterprise, or a family member or close associate of such person.

Source of investable funds:

Employment Inheritance Savings Other (Please Specify):



>General Account Information

Suitability

Financial Information:

Annual Income from All Sources in U.S. Dollars:

- Below \$25,000 \$25,000 - \$74,999 \$75,000 - \$199,999
 \$200,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000+

Liquid Net Worth in U.S. Dollars: Exclude the value of your real estate and other illiquid assets:

- Below \$50,000 \$50,000 - \$149,999 \$150,000 - \$499,999
 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999 \$5,000,000+

Total Net Worth of All Assets in U.S. Dollars: Total assets minus total liabilities:

- Below \$50,000 \$50,000 - \$149,999 \$150,000 - \$499,999
 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999 \$5,000,000+

Are you an "Accredited Investor?" Yes No

An Accredited Investor is a person whose individual net worth, or joint net worth with a spouse, is over \$1 million (excluding the value of your primary residence) or who had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with a spouse in excess of \$300,000 in each of those years and reasonably expects to reach the same income level in the current year.

Are you a "Qualified Client?" Yes No

A Qualified Client is a person who has at least \$1,000,000 under management with an SEC registered investment advisor or individual net worth in excess of \$2,000,000.

Investment Experience

How many years experience do you have investing in the following areas?

	<u>None</u>	<u>Less than 1 year</u>	<u>1-5 years</u>	<u>6-10 Years</u>	<u>10+ years</u>
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hedge Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Short Sales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commodities/Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Investment Profile

Rank the investment objectives for this account in order of importance to you from 1 to 4, with 1 being the most Important. Please review Vision's Description of Investment Objectives (found at the end of this form) for important information regarding investment objectives.

Preservation of Capital Income Capital Appreciation Speculation

Time Horizon (Check one):

Short-Term (less than 5 years) Intermediate (5 - 10 years) Long-Term (greater than 10 years)

Risk Tolerance (Check one):

Conservative Moderate Aggressive Speculative

Name of companies where you have had securities accounts in the last 5 years:



>General Account Information

Additional Authorized Trader

Attach additional sheet if necessary.

Name of authorized person to trade on this account:

- Limited Trading Authority*
- Full Trading Authority*
- Power of Attorney**:
 - Full Authority
 - Limited Authority

*You must provide the Trade Authorization form (available on Vision's Web Site) or a copy of your Investment Management Agreement.

**Please provide a copy of the executed Power of Attorney.

Additional Information

Check all applicable boxes and provide an explanation in the space provided if you or if an immediate family member (spouse, brother, sister, parent, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law), or other person who supports you to a material extent, is a person described below.

- A member of any Securities, Options or Commodities Exchange.*
- An employee of a broker/dealer or other member of the Financial Industry Regulatory Authority (FINRA).*
- A senior officer of a bank, savings and loan institution, insurance company, investment company, or investment advisory firm, or other financial institution.*
- A person in the securities department of any of the entities listed above, or a person in a position to influence, or whose activities directly or indirectly involve, or are related to the function of buying or selling securities for any such entities.*
- A person who has contributed to the equity or capital of a broker/dealer, directly or indirectly, in an amount that exceeds 10% of the broker/dealer's equity or capital.*

*If yes to any of the above, please explain:

Education: High School Undergraduate Graduate

Field of Study:

Degrees Obtained:

Have you ever been the subject of a bankruptcy proceeding, receivership, or similar action? Yes* No

Have you ever been in a legal dispute, arbitration, or reparations action related to a securities or commodity account? Yes* No

Have you ever closed an account with an unpaid balance at a securities or commodity firm? Yes* No

*If yes to any of the above, please explain:

Additional Account Feature (Options)

If you are interested in trading options in your Individual Retirement Account, please check the box below. Please note that in order to be approved for options trading, you must complete and sign Vision separate Options Supplement. In addition, note that Individual Retirement Accounts may only be approved for Option Trading Levels 1 or 2 (explained in detail in the Options Supplement).

Options Trading: Yes



>General Account Information

Duplicate Information (optional)

To Third Party (Attach additional sheet if necessary) Send this party duplicate: Statements Confirmations
Please direct Vision to send statements and/or confirmations via paper (\$2.00 charge for each item sent in paper) or electronically via e-mail (no charge).

Paper Delivery:

Name:

Address:

City:

State:

Zip:

Country:

Electronic Delivery:

Name:

E-mail Address:

Note: A copy of your IRA Securities Account Statement will automatically be sent to Millennium Trust Company.

Payment of Account Fees

The Annual Fee for my Account should be (check only one primary box):

1. Invoiced to me annually at the (choose from one of the two options below):
 - Account Owner's address
 - Following address:
2. Automatically withdrawn from the assets of my Account. (Account must have sufficient cash and/or money market assets to cover the fees.)

If no option is chosen above, Vision will assume automatic withdrawal of Annual Fees. The Account holder will be responsible for any unpaid fees should the Account be illiquid or have insufficient funds to cover all account fees. Please note that if you choose to be invoiced, Vision may automatically debit your account should you not make the payment within 30 calendar days.

Dividend/Distribution Instructions

All dividends, interest and distributions will be retained in your Account at Vision unless you direct otherwise by selecting one of the options below:

- Hold all dividends, interest and distributions in your Account (Vision's default option).**
- Reinvest mutual fund distributions and equity dividends* and handle all other distributions per Vision's default option.
- Reinvest only mutual fund distributions and handle all other distributions per Vision's default option.
- Reinvest only equity dividends* and handle all other distributions per Vision's default option.

*Fees may apply for the reinvestment of equity dividends.

Description of Investment Objectives

Preservation of Capital: An investment objective of Preservation of Capital indicates you seek to maintain the principal value of your investments and are interested in investments that have historically demonstrated a very low degree of risk of loss of principal value.

Income: An investment objective of Income indicates you seek to generate income from investments and are interested in investments that have historically demonstrated a low degree of risk of loss of principal value.

Capital Appreciation: An investment objective of Capital Appreciation indicates you seek to grow the principal value of your investments over time and are willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective.

Speculation: An investment objective of Speculation indicates you seek a significant increase in the principal value of your investments and are willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value to pursue this objective. You may seek to take advantage of short-term trading opportunities, which may involve establishing and liquidating positions quickly.

For Broker/Dealer Use Only: Back office processing completed CRM processing completed



>Customer Agreement

In consideration of Vision Financial Markets LLC accepting one or more securities accounts for the undersigned, it is agreed:

1. DEFINITIONS.

- (a) "Account" means any securities account you open with Vision.
- (b) "Correspondent" means a broker/dealer which utilizes Vision to perform securities clearing services on its behalf. The Customer accounts of a Correspondent are carried on Vision's books and records.
- (c) "Customer", "you" or "your" refers to the undersigned and any other actual or beneficial owner of property in the Account.
- (d) "Securities and other property" means securities or other property held, carried or maintained by Vision, in Vision's possession and control, for any purpose, in your Account, including any account in which you may have an interest. "Securities and other property" includes, without limitation, money, securities and financial instruments of every kind and nature, and related contracts and options.
- (e) "Vision", "we", "us" or "our" refers to Vision Financial Markets LLC.
- (f) Captions and headings of this agreement are for descriptive purposes only and are not to be considered in its interpretation.

2. OWNERSHIP AND AUTHORIZATION. You agree that you are the rightful owner of all Securities and other property purchased, held and sold by you through Vision. You authorize Vision to purchase and sell Securities and other property for your Account in accordance with your oral, electronic or written instructions. We shall not be liable for acting on any false or erroneous oral or written instructions if the instructions reasonably appeared to us to be genuine or accurate. Vision shall be under no duty or obligation whatsoever to verify, confirm, inquire into or otherwise assure that any instructions or orders given to us by any authorized representative are your authorized acts. In the event of conflicting instructions, Vision reserves the right to take no action with respect to such instructions until the dispute is resolved to the satisfaction of Vision. You shall hold the Vision Parties (as defined below) harmless from any losses arising from Vision's reliance on and action taken based on instructions from any authorized representative. If Vision believes there is a dispute concerning the control or ownership of Securities and other property in your Account, Vision may, but is not obligated to, take one or more of following actions, without any liability, until such dispute is resolved to our satisfaction:

- (a) Restrict activity in the Account;
- (b) Require that all instructions be in writing, signed by you or your duly authorized representative; and
- (c) File an interpleader action in an appropriate court at your expense.

3. GOVERNMENTAL AND EXCHANGE RULES. All transactions shall be subject to the constitution, by-laws, rules, regulations, customs, usages rulings and interpretations of the exchanges, markets and clearing organizations where executed and settled and to all rules and regulations of the Financial Industry Regulatory Authority, Inc. ("FINRA"), Chicago Board Options Exchange ("CBOE"), Securities and Exchange Commission ("SEC"), other markets and regulatory organizations, and all applicable federal or state statutes, rules and regulations (collectively, "Governing Regulations"). If any Governing Regulations change, those changes shall be binding upon Vision and you as if made a part of this agreement without any additional action on Vision's or your part. If this agreement is incompatible with any current or future Governing Regulations, the affected provisions of this agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such Governing Regulations, and all other provisions of this agreement and provisions so modified shall in all respects continue in full force and effect. Vision's failure to comply with any such Governing Regulations shall not be a breach of this agreement or otherwise impose liability upon Vision nor relieve you of any obligations hereunder. If you are subject to any Governing Regulation, Vision shall have no duty to determine whether you are in compliance with any Governing Regulation.

4. LIENS, COLLATERAL AND TRANSFER AUTHORIZATION. This section applies if there is a deficit in your cash Account.

- (a) All of your Securities and other property now and hereafter held, carried or maintained by Vision (or by any of its affiliates) in Vision's possession or control (or in the possession and control of any such affiliates) for any purpose, in or for any of your Accounts, now or hereafter opened, including any account, margin or cash, in which you have an interest, or which at any time are in your possession or under your control, shall be subject to a lien and security interest for the payment and discharge of, and a right of set off for, any and all indebtedness or any other obligations you may have to Vision. You agree that Vision holds all your Securities and other property as security for the payment of any such liability or indebtedness to Vision in any said account. Vision, in its sole discretion, without prior notice to you, may use, credit, apply or transfer interchangeably between any of your



>Customer Agreement

Accounts at Vision (or an affiliate of Vision) whenever Vision considers such a transaction necessary for its protection. In enforcing this lien and security interest, Vision, in its sole discretion, may determine which Securities and other property are to be sold and which contracts to be closed in order to satisfy any indebtedness or obligation you have to Vision. You irrevocably appoint Vision as your attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.

- (b) Vision may invest and reinvest any funds you deposit, subject to Governing Regulations, and Vision shall be under no obligation to pay you any interest on cash balances or to provide any other benefit derived from the investment of your Securities and other property.
- (c) You understand that any balance due on your Account is payable immediately and Vision may demand payment of the full amount of any balance due on your Account at any time. If any dividend, interest, distribution or similar payment is made on your Account, Vision is authorized, but not required, to apply the payment to any balance due on your Account.

5. BREACH; LIQUIDATION OF ACCOUNTS AND PAYMENT OF COSTS.

- (a) Vision shall have all rights and remedies available to a secured creditor under Governing Regulations, in addition to the rights and remedies provided herein. In the event of a breach, repudiation, or default by you, you understand that Vision may at any time, at our sole discretion and without prior notice to you: prohibit or restrict your access to the use of Vision's Web site (including any order entry system) or related services and your ability to trade; refuse to accept any of your transactions; refuse to execute any of your transactions; and/or terminate your Account. The closing of the Account will not affect the rights and/or obligations of either party incurred prior to the date the Account is closed.
- (b) In the event of (i) your death or judicial declaration of your incompetency, (ii) the filing of a petition in bankruptcy, a petition for the appointment of a receiver by or against you, or an assignment for the benefit of creditors, (iii) an attachment, garnishment or levy on your Account, (iv) insufficient margin as determined by Vision in its sole discretion, (v) Vision's determination that any collateral deposited to protect one or more of your Accounts is inadequate or insufficient regardless of market quotations to secure such Account, (vi) any representations or warranties under this agreement shall be untrue in any material respect when made or repeated or (vii) any other circumstances that Vision deems necessary or appropriate, Vision is hereby authorized to take any or all of the following actions regarding your Account: (A) satisfy any obligation you may have to Vision out of any of your Securities and other property held by Vision or an affiliate of Vision; (B) liquidate any or all of your positions and assets without demand or notice and apply the proceeds to satisfy your obligations; (C) set-off, net and/or recoup any Vision obligations against your obligations; (D) convert any obligation from one currency to another currency; (E) cancel any or all open orders; (F) purchase Securities to cover the sale of Securities; and (G) take any other action Vision deems appropriate. Any or all of the above actions may be taken at Vision's discretion without demand and without prior notice to you. You shall at all times be liable for the payment of any deficit in your Account upon demand by Vision. You shall be responsible for and shall promptly pay to Vision all Account deficits and other obligations you may owe to Vision (collectively, "Customer Debts"), plus interest thereon at rates set forth in Section 15. You further agrees to pay all of Vision's costs and expenses, including without limitation in-house and outside attorneys' fees, incurred in collecting Customer Debts in any legal proceeding unless you are the prevailing party. Customer Debts are payable on the date incurred without demand by Vision.

6. ORDERS FOR DELIVERY AND SETTLEMENT; PAYMENTS FOR PURCHASES AND SALES.

- (a) When you place an order to sell, you are promising to Vision that you own the security and promise that, if the security is not in Vision's possession when you place the sale order, you will deliver the security to Vision by the settlement date. If you fail to deliver the security to Vision by the settlement date, Vision may purchase the security, at the current market price, for your Account and you will be responsible and agree to compensate Vision for any loss, commission and/or fees.
- (b) Where required by Governing Regulations, in placing any sell order with, or reporting a sell order to us for, a long account, you shall designate the order as such. No order may be designated as being for a "long" account unless (i) you own the relevant securities and (ii) either such securities are in our physical possession and control at the time you place the order or, upon your request, we have determined that Vision may reasonably expect such securities to be in its physical possession or control in good deliverable form by settlement date. Your designation of an order as "long" shall constitute your representation that (i) and (ii) are true and accurate statements. In addition, the designation of a sell order for a long account shall constitute a representation that such security may be sold without any restriction in the open market.



>Customer Agreement

- (c) When you instruct us to purchase a security, you will make payment to Vision on or before the settlement date (except for Individual Retirement Accounts which require funds in house prior to purchasing securities). If you fail to make payment by the settlement date, you authorize Vision, at Vision's sole discretion and without prior notice to you, to sell the purchased security or any other securities in your Account to satisfy the debt, and you understand that you will be solely responsible for any resulting loss. Alternatively, if you fail to pay for a security purchased by you by the settlement date, you understand that your Account can be charged a late fee in addition to interest on the full amount of the deficit in your Account.
- (d) If, for any transaction, you fail to make payment or deliver securities in good form, you authorize Vision to take all steps necessary to complete or cancel the transaction to minimize loss. You agree to reimburse Vision for any and all costs, losses and liabilities incurred by Vision, including attorneys' fees (both in-house and outside attorneys). In the event you become indebted to Vision with respect to your Account, you agree that you will satisfy such indebtedness upon demand. You agree that if, after demand, you fail to pay the indebtedness, Vision may close the Account and/or liquidate any Securities and other property in the Account, or otherwise held by Vision, in an amount sufficient to pay your indebtedness, plus interest accrued thereon, and take any other action permitted by this agreement or the Governing Regulations.
- (e) You will provide us with any necessary documentation (including prospectuses and opinions) in order to satisfy legal transfer requirements, if any, in accordance with Governing Regulations.

7. FEES. You agree to pay such brokerage fees, commissions, transaction fees and account charges as Vision may impose from time to time. Such fees include, without limitation, fees imposed by FINRA, exchanges and clearing houses, and processing and servicing charges. Insignificant residuals on block trades may be held by Vision and treated as additional servicing charges. In the event that your Account is transferred to another broker, Vision may charge a reasonable transfer fee. If in order to trade on a foreign exchange, your funds are converted from U.S. dollars to a foreign currency or from a foreign currency to U.S. dollars, Vision may charge a reasonable markup in addition to the prevailing exchange rates. Vision may adjust its fees from time to time without prior notice to you. You authorize Vision to pay such fees from assets in your Account and, if necessary, by selling other assets in the Account. Vision reserves the right to change its fees or charges, or to implement additional fees or charges at any time, except as limited by applicable law. Fees are non-refundable.

8. STATEMENTS AND CONFIRMATIONS. All notices, demands, reports or other communications shall be transmitted to you at the address or, in the case of communications, the telephone number or e-mail address (if you have consented to e-mail delivery), shown on the account application or to such other address you designate in writing. All communications to you shall be deemed to have been received by you personally at the time so sent to you or your authorized agent, whether actually received or not. Reports of the execution of orders, trade confirmations or other notices shall be conclusive and final and shall be deemed to be accepted and ratified by you, unless you object by written communication actually received by Vision at its principal office within two (2) business days after delivery of or communication of the confirmation, report or notice to you by Vision. In addition, if Vision has not promptly advised you of the status of any order placed by you, you shall promptly, but in no event later than 24 hours after an order has been placed, contact Vision by telephone to verify your Account status. Your failure to contact Vision shall relieve Vision of any responsibility or liability with respect to such order. All orders shall only be good for the day such orders are placed, unless specified by you to be open orders. Any open order placed by you will not be cancelled by Vision unless you specifically requests cancellation. Vision shall not be held responsible for delays in the transmission or execution of orders due to a breakdown, delay in or failure of transmission or communication facilities, or for any other cause beyond Vision's control. YOU MUST OBJECT TO YOUR MONTHLY STATEMENTS, TRADE CONFIRMATIONS OR OTHER NOTICES IN WRITING AND DIRECT SUCH NOTICES TO VISION AT: FOUR HIGH RIDGE PARK, STAMFORD, CT 06905 OR BY FACSIMILE TO 203.321.0071, ATTN: COMPLIANCE DEPARTMENT, WITHIN THE TIME PERIOD SET FORTH ABOVE. YOUR FAILURE TO OBJECT TIMELY AND IN WRITING SHALL CONSTITUTE RATIFICATION OF ALL ACTIONS TAKEN BY VISION OR ITS AGENTS.

9. NO TAX, ACCOUNTING, LEGAL OR MARKET ADVICE. You acknowledge that Vision does not provide any tax, accounting or legal advice of any kind to you. Vision does not give advice or offer any opinion with respect to the profitability, suitability or potential value of any particular transaction or investment strategy. You further acknowledge that any recommendations, market letters or other information ("Market Information") provided to you by Vision or any Correspondent clearing through Vision does not constitute an offer to sell or to buy any Securities or other property. Although derived from sources believed to be reliable, Vision makes no representation, warranty or guaranty as to, and shall not be responsible for, the accuracy or completeness of any information furnished to you. Vision makes no representation, warranty or guaranty with respect to the tax consequences of your transactions. You assume the risk of relying on Market Information and hereby indemnify and hold the Vision Parties harmless from any and all claims,



>Customer Agreement

demands, losses, damages or expenses the Vision Parties may incur as a result of your use of Market Information. You agree that any investment decisions and transactions you make will be based solely on your own evaluation of your financial circumstances and investment objectives and whether such decisions and transactions are suitable with respect to your investment and/ or trading strategy.

10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

- (a) By signing this agreement, you represent and warrant, and you will be deemed to have repeated each representation and warranty at the time of entering into each transaction, that: (i) all information provided to Vision (including by without limitation, on Form 1) is true and correct and is not misleading; (ii) except as disclosed in writing to Vision, no one except you has an interest in any Account carried for you by Vision; (iii) you have read and understand this agreement and have the required legal capacity, power and authority to enter into this agreement, and to engage in transactions of the kind contemplated hereunder; (iv) the performance of your obligations hereunder is not prohibited by any Governing Regulation, agreement or judicial or administrative order; (v) if applicable, the persons executing this agreement are duly authorized to sign this agreement in your name; (vi) unless you expressly advise Vision to the contrary, you hereby represent that you are not an affiliate (as defined in Rule 144A(a)(1) of the Securities Act of 1933) of the issuer of any security held in your Account; (vii) you agree not to make any trade individually or in concert with others that exceeds position limits imposed on you by Vision, any market or exchange or Governing Regulations; and (viii) you will not give or seek to give an order to Vision for a foreign exchange transaction (i.e., spots, forwards and options) without obtaining the agreement of Vision as to the following terms of each such trade: (X) specified amount of currency that is to be bought or sold; and (Y) the specific exchange rate at which the specified amount of currency is to be bought or sold.
- (b) You further represent that you are not (i) an employee of any exchange, (ii) an employee of any corporation in which any exchange owns a majority of the capital stock, (iii) a member of any exchange or employee of such a member, (iv) a member of FINRA or employee of such a member, (v) an employee of any bank, trust company or insurance company or (vi) an individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper, unless you notify Vision to that affect. You agree that you will promptly notify Vision in writing if any of the information or representations contained in the Account Application or in this agreement materially change or become inaccurate in any material aspect.
- (c) You further represent that no one except you (or the beneficial owner(s) if signed in a representative capacity) has an interest in the Account. If the Account is beneficially owned by any person who is a Securities Exchange Act of 1934 Section 16 reporting person to a U.S. public company, you represent that no funds or assets belonging to such U.S. public company or any affiliate of such U.S. public company, will be invested through the Account.

11. ORDERS. Vision may refuse to accept any of your instructions and may process your instructions in any manner it believes commercially reasonable. You acknowledge Vision has absolute discretion in routing trade orders as long as it makes a reasonable and good faith effort to obtain best execution. For orders executed electronically via the Internet, online order entry systems or by facsimile (collectively, "Electronic Orders"), Vision's liability is limited to direct damages caused solely by its gross negligence or willful misconduct; provided, however that Vision is not responsible for loss or damages (including without limitation, loss of profits or use, and direct, indirect, incidental, punitive, special or consequential damages), arising from (a) any failure or malfunction of an Electronic Order entry system or inability to enter or cancel Electronic Orders, or (b) any fault in delivery, delay, interruption, inaccuracy or termination affecting all or part of any Electronic Order system or any supporting facility, regardless of whether a claim arises in contract, tort or otherwise. Unless otherwise specified, your instructions are not valid beyond the trading session entered.

12. PAYMENT FOR ORDER FLOW. Vision may, from time to time, receive payment for order flow. Order flow payment is compensation received as an incentive to direct transactions to certain market makers or specialists. This compensation is received in a number of ways, including direct cash payment. In certain instances, reduced transaction fees may be provided by such market makers or specialists.

13. LIMITS ON MUTUAL FUND TRADES. Because excessive trading in mutual fund shares can be detrimental to a fund and its shareholders, Vision may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may be temporary or permanent, and may apply only to certain mutual funds or all mutual funds. The decision to impose a block may originate with a mutual fund company or may be made by Vision at the brokerage account level, if Vision believes such a block is warranted. To see what a given fund company's definition of "excessive trading" is, please check the fund's prospectus.

14. CREDIT AND REFERENCE CHECK. You authorize Vision, from time to time, to contact any financial institution, credit agency and other references to verify your information, creditworthiness and background, including financial



>Customer Agreement

information. You may request in writing within a reasonable period of time a copy of the credit report.

15. INTEREST. Except as otherwise set forth in this agreement, interest chargeable on amounts you owe Vision shall be the lesser of the highest rate permitted by law or two percent (2%) above the U.S. Prime rate as shown in the "Wall Street Journal" on the date Customer Debt becomes due and payable.

16. USE OF CUSTOMER FREE-CREDIT BALANCES. All free-credit balance funds (i.e., cash balances in your Account) are payable to you upon demand (subject to any open commitments in your Account) and, although properly accounted for on Vision's books and records, are not segregated and may be used in the operation of Vision's business, pursuant to SEC Rule 15c3-2. In the event you do not wish to have a free-credit balance in your Account, you may request Vision to sweep such cash to a money market fund by contacting your Registered Representative or Vision's Customer Service team (1-877-836-3949 or customersupport@vfm markets.com).

17. NO WAIVER OR AMENDMENT; ADDITIONAL DOCUMENTATION. No provision of this agreement may be waived or amended unless the waiver or amendment is in writing and signed by an authorized officer of Vision. No remedy, waiver or amendment of Vision's rights or privileges shall be implied from any course of dealing between you and Vision, or the failure of Vision to exercise any of its rights hereunder or insist on strict compliance with any obligation hereunder. Vision may modify or amend this agreement upon 30 days prior written notice to you, and your acceptance of such amendment or modification will be deemed effective by your continued use of the services of the Account. You understand that there may be additional documentation required by Governing Regulations or Vision's policies and procedures. You agree to promptly comply with any such requests for documents.

18. BINDING EFFECT. This agreement shall be continuous and shall govern, individually and collectively, all of your Accounts opened or reopened with Vision or to the extent indicated herein, its affiliates, successors and assigns. This agreement shall inure to the benefit of Vision and its successors, assigns and affiliates, and shall be binding upon you and your estate, executors, administrators, legal representatives, successors and assigns. You ratify all transactions with Vision affected prior to the date of this agreement, and agree that your rights and obligations in respect thereto shall be governed by the terms of this agreement, which supersedes all other agreements between Vision and you.

19. TERMINATION. This agreement may be terminated by either party at any time by giving written notice to the other party. Your Account shall be deemed closed and this agreement deemed terminated if the Account contains no Securities and other property for a period of 90 days. Termination shall not affect any transaction entered into and shall not relieve you of any obligation or liability incurred under this agreement prior to termination.

20. RECORDING. Subject to Governing Regulations, you agree that Vision, in its sole discretion, may record any telephone conversation between Vision and yourself or your agent. You hereby waive any right to object to the admissibility into evidence of such recordings in any legal proceeding between you or your agent and Vision. You agree that Vision may erase such recordings in accordance with its customary document retention policies. The rights conferred upon Vision in this paragraph extend to any third-party fiduciary with discretion over your Account.

21. PROSPECTIVE CONSENT TO ASSIGNMENT OR TRANSFER OF ACCOUNT(S). Vision may assign or transfer your Account to any of its successors or assigns without prior notice to you. You hereby consent to the assignment or transfer of your Account at any time hereafter from Vision to another broker, provided you receive a written notice of the assignment or transfer and have a reasonable opportunity to object. You may not transfer or assign your Account without the express written consent of Vision. Any assignment of your rights and obligations hereunder or interest in any property held by or through Vision without obtaining the prior written consent of Vision shall be null and void.

22. DAMAGES. THE PARTIES AGREE NOT TO SUE EACH OTHER FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES IN A COURT OF LAW OR BEFORE ANY ARBITRATION PANEL EVEN IF APPLICABLE LAW OR THE ARBITRATION FORUM RULES ALLOW THE AWARD OF SUCH DAMAGES.

23. ACCEPTANCE. This agreement shall not be deemed to be accepted by Vision or become a binding contract between you and Vision until it is executed by an authorized officer of Vision.

24. CORRESPONDENTS AND THIRD PARTY BENEFICIARIES. If this Account is introduced by a Correspondent broker/dealer which clears its business through Vision, Vision's liability is strictly limited to matters related to the execution and recordkeeping of trades and Vision will not be responsible for the conduct, representations or recommendations of the Correspondent or its employees or agents. If Vision is carrying the Account for you as a clearing broker by arrangement with a Correspondent through whom your Account has been introduced to Vision, then until receipt from you of written notice to the contrary, Vision may accept from such Correspondent, without inquiry or investigation by Vision, (a) orders for the purchase or sale in the Account of Securities and other property on margin or otherwise, and (b) any other instructions concerning the under this agreement shall also be extended to any Correspondent that introduced this Account to Vision and to any securities broker/dealer with which Vision interacts in connection with your Account, each of which is expressly made a third party beneficiary of this agreement.



>Customer Agreement

25. FORCE MAJEURE. Vision shall not be liable for any loss or delay caused or have any obligation to provide services to you or your Account, when and to the extent Vision is prevented from doing so, directly or indirectly, by war, natural disasters, government acts or restrictions, exchange or market rulings, suspension of trading, electronic or telephone failures, labor disputes, civil commotions, enemy actions, acts of terrorism or other conditions beyond the reasonable control of Vision.

26. ARBITRATION. Arbitration Disclosures:

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- (a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is limited.
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Arbitration and Dispute Resolutions:

The parties waive their rights to seek remedies in court, including the right to a trial by jury. You agree that all controversies or disputes, either arising in the future or in existence now, between you and Vision (including any of our officers, directors, members, employees, agents, parent, subsidiaries or affiliates) shall be resolved by arbitration. Such controversies or disputes, include, but are not limited to, those involving any transaction in any of your Accounts with Vision, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date hereof.

Any arbitration claim made shall be submitted to the Financial Industry Regulatory Authority, Inc. or other self-regulatory organization ("SRO") subject to the jurisdiction of the Securities and Exchange Commission of which Vision is a member. Such arbitrations shall be conducted pursuant to the arbitration rules of the applicable SRO. You may elect whether arbitration shall be by an exchange or SRO of which Vision is a member. If you fail to make such election by registered letter or overnight delivery by reputable courier addressed to Vision at the office where you maintain your Account before the expiration of five days after receipt of a written request from Vision to make such election, then Vision may make such election.

Judgment upon the award of arbitrators may be entered in any state or federal court having jurisdiction.

Nothing in this agreement shall be deemed to limit or waive the application of any relevant state or federal statute of limitation, repose, or other time bar.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) you are excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

27. SURVIVAL. Sections 5, 6, 8, 10, 15, 19, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 shall survive the termination of this agreement.

28. APPLICABLE LAW AND SEVERABILITY. This agreement and its enforcement shall be governed by the laws of the State New York without reference to its conflict-of-laws principles. If any provisions hereof are invalid, illegal, void or enforceable by reason of any law, rule, administrative order or judicial decision, all other provisions shall remain in full force and effect.

29. FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL. You agree that all disputes



>Customer Agreement

and controversies between Vision, Correspondent who introduced you to Vision (if applicable) and its employees or agents, on the one hand, and you, on the other hand, arising under or related to this agreement, any related agreement, or your Account shall be litigated (including arbitration) only in a forum located in New York, New York, whether in a court of law or equity, or before an arbitration forum. Accordingly, you consent and submit to the personal jurisdiction of any state or federal court located within New York, New York. You agree to accept personal service of process in any such legal proceeding by registered or certified mail addressed to you at the address provided on the Personal Information for Account Owner Form or to such other address you subsequently provide to Vision in writing. You hereby irrevocably waive any defense, claim or right to transfer or change the venue of any such action or proceeding. Notwithstanding the foregoing, Vision may initiate any action to collect Customer Debts or any amounts due Vision in any state or jurisdiction where there is personal jurisdiction over you or where you may have property located. You waive trial of any matter by jury and consent to trial before a judge or other trier of fact.

30. INDEMNIFICATION AND HOLD HARMLESS; PAYMENT OF VISION LITIGATION EXPENSES. You agree to indemnify, defend and hold harmless Vision and its affiliates, and their respective officers, directors, managers, members, employees and agents (collectively, the "Vision Parties") and the Correspondent who introduced you to Vision (if applicable), from and against any and all liabilities, losses, damages (including without limitation, incidental, consequential, punitive, special, indirect and special damages), claims (whether in contract or tort), costs and expenses, including without limitation, accountants' and attorneys' fees (both in-house and outside attorneys' fees) incurred by any of the Vision Parties and such Correspondent arising out of or relating to this agreement, any related agreement or your Account, except to the extent caused directly by the gross negligence or willful misconduct of the Vision Party seeking indemnification. You also agree to indemnify, defend and hold harmless the Vision Parties and such Correspondent from and against any and all liabilities, losses, damages, costs and expenses, including without limitation, accountants' and attorneys' fees (both in-house and outside attorneys' fees), incurred by any of the Vision Parties and/or such correspondent in enforcing any of the provisions of this agreement or any related agreement. If you initiate a legal action or proceeding against any of the Vision Parties and/or such Correspondent, and you do not prevail (i.e., recover more than Vision's highest offer to settle), you shall indemnify such Vision Parties and such Correspondent for all costs and expenses (including, but not limited to, in-house and outside attorneys' fees) incurred by such Vision Parties and such Correspondent to defend themselves.

31. IRA CUSTODIAN. Millennium Trust Company, ("MTC"), the custodian on your Account, is separate and independent from Vision. Vision shall have no liability for the performance, conduct, actions or inaction of MTC, its officers, directors, employees or agents. In addition, Vision shall have no duty to supervise MTC, and Vision is not responsible for ensuring or monitoring MTC's compliance with Governing Regulations. You hereby waive any claim against all Vision Parties relating to the performance, conduct, actions or inaction of MTC, its officers, directors, employees or agents.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT:

- 1. Predispute Arbitration: This agreement contains and is governed by a predispute arbitration clause, which appears on page 15 in Section 26 of this agreement. You acknowledge that you have received and read a copy of this clause.**
- 2. You have received, read and understand this agreement.**
- 3. Vision is relying on the information provided on page 5 in approving your Account and extending you credit and that all such information is true and correct.**

**THIS CUSTOMER AGREEMENT FORM IS A CONTRACTUAL AGREEMENT.
DO NOT SIGN BELOW UNTIL YOU HAVE READ THIS AGREEMENT CAREFULLY.**

Print Your Name:

Date:

Your Signature: _____

For Registered Representative Use Only

Registered Representative Name and Number

Office Manager / Principal Name

Signature Date

Signature Date



>Anti-Money Laundering and Privacy Policies

Anti-Money Laundering Policy

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Vision Financial Markets LLC ("Vision") recognizes that the USA PATRIOT Act, as amended from time to time (the "Act"), imposes important obligations on all financial firms for the detection, deterrence and reporting of money laundering activities. It has established the following policies to ensure compliance with all laws and regulations regarding money laundering.

Prior to the opening of any new account, Vision will document the identity, nature of business, income, source of funds, and investment objectives of each prospective customer. Therefore, we will request your driver's license, passport or other identifying documents.

On an on-going basis, Vision will review account activity for evidence of transactions that may be indicative of money laundering activities. Every officer, employee, and associated person of Vision is responsible for assisting in the firm's efforts to uncover and report any activity that might constitute, or otherwise indicate or raise suspicions of, money laundering. To this end, Vision provides continuing education and training of all such persons.

Vision will comply with all trade and economic sanctions imposed by the U.S. Office of Foreign Assets Control against targeted foreign countries and shall cooperate fully with government agencies, self-regulatory organizations and law enforcement officials. As provided by the Act, Vision may supply information about former, current or prospective customers to such bodies.

Privacy Policy

WHAT VISION DOES WITH YOUR PERSONAL INFORMATION

Vision has always been committed to maintaining the confidentiality, integrity and security of personal information about our current and prospective customers. We want you to understand how we collect and share that information. We understand that privacy is an important issue for you, and we also want you to understand how we protect your privacy when we collect personal information about you.

HOW WE OBTAIN PERSONAL INFORMATION

In providing you with financial products and services, or information about such products and services, Vision may collect public and non-public personal information about you from the following sources:

- your account agreements and other related documents and forms (for example, name, address, social security number, birth date and financial information)
- transactions with Vision (for example, trading with us, history of meeting margin calls, and your use of various products and services that we provide)
- outside entities, including credit reporting agencies, to obtain information (such as verification of identity, credit-worthiness, credit history, purchasing and investment preferences).

HOW WE PROTECT YOUR PERSONAL INFORMATION

It is our policy not to release your personal information except as permitted by law, with your consent, as requested by you or set forth below. Within Vision, we restrict access to your personal information to those who require it to provide products or services to you.

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.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION

Within Vision, we may share personal information about you for several reasons, including:

- for our everyday business purposes, including to process your transactions and maintain your account
- to assist us in providing services
- to help design and improve products
- for marketing purposes to offer products and services that may be of interest to you.



>Anti-Money Laundering and Privacy Policies

In the course of doing business we may share information with third parties, which could include personal information about you. Personal information may be shared with others for the following reasons:

- in response to a subpoena
- to prevent fraud
- to comply with inquiries from government agencies or other regulators
- for other legal purposes.

We also may share your personal information with:

- others that service your accounts, or that perform services on our behalf
- others with whom we may have joint marketing agreements, such as financial services companies
- non-affiliated financial services providers, such as clearing firms, introducing brokers, broker/dealers, futures commission merchants, investment companies, investment advisers, commodity trading advisers and commodity pool operators
- non-affiliates to market to you including publishers and other direct marketers of products related to the financial services industry, such as newsletter or book publishers and software or trading system developers
- other non-affiliated third parties with your consent, at your request or as permitted or required by law.

OPT OUT NOTICE

If you prefer that Vision not disclose non-public personal information about you to non-affiliated third parties, you may opt out of those disclosures. That is, you may direct Vision not to make those disclosures, other than disclosures permitted or required by law. Any customer who decides to opt out of these disclosures to nonaffiliated third parties must notify us by sending an e-mail to optout@visionfinancialmarkets.com.

Vision regularly provides notices to our customers regarding our privacy policy. Vision reserves the right to change this policy, and to apply changes to information previously collected, as permitted by law. If there is any change to this policy, Vision will provide our customers with a revised privacy notice. To obtain further information, please call our Customer Service Team at 1.877.836.3949.

When this Policy refers to Vision, it is referring to Vision Financial Markets LLC and its affiliates Vision Brokerage Services, LLC and Vision Investment Advisors, LLC.



The IRA account opening process begins with the completion of the IRA Application. By completing the application and signing the Account Owner's Acknowledgement and Agreement, you confirm that you have read and understand Millennium Trust Company's ("Millennium") Custodial Agreement and Disclosure Statement and that you authorize Millennium to open your IRA account and that you authorize Millennium to establish a brokerage account at Vision Financial Markets LLC ("Vision") for your IRA.

To complete this application, you will need your:

- Funding Information
Beneficiaries' names, dates of birth, and Social Security Numbers
Type of IRA
Voided check for ACH debit option (if applicable)

A Account and Investment Type

Choose only one account type.
Was this account an inherited IRA?
Traditional
Roth
SEP (Must complete SEP IRA Contribution Agreement Form #IRA-026.)
Yes Please provide the name of the original account holder:
No

B Account Owner's Information

IRA Owner Information ("Account Owner")

Name: Last Four Digits of Social Security No.:

C IRA Funding Information

Identify how your IRA will be funded:
Regular IRA Contribution for tax year:
Regular IRA Contribution for tax year:
IRA Account Transfer (estimated total):
Qualified Plan Direct Rollover:
60-Day Rollover:
Amount Transferred/Funded:
Note: Make sure to complete the appropriate Deposit/Transfer form and return with your application.

D Online Access And Statement Preference

Make sure a valid unique e-mail address is provided on the Personal Information for Account Owner page or statement fee will apply.
The Account Owner will automatically be enrolled to receive 24-hour online account access with quarterly online statements for the IRA Account. Online enrollment instructions will be sent to you within 10 business days of the account opening.
Account owner wishes to receive paper statements for the IRA Account quarterly through the U.S. Mail. There is a \$15.00 annual fee for paper statements.

Please continue to the next page to complete the IRA Application.



D Online Access And Statement Preference Continued

- Completed the Third Party Authorization Form #OPR-004 if choosing this option. **Third Party Access**
I have completed and attached the *Third Party Authorization* (OPR-004) granting the designated agent the specified authority over my account(s).
- Statements for the IRA's brokerage account at Vision. In addition to IRA statements from your Custodian, you will receive statements and confirmations from Vision on the brokerage account held in your IRA. Use the Vision statements and confirmations to track investment activities in the brokerage account and for valuations of the cash and securities or positions held at Vision. Only the then total reported value of the Vision brokerage account will be on your IRA account statement.

E Direction to Establish Vision Brokerage Account and Move Funds

I direct Millennium as custodian of my IRA Account to open a brokerage account at Vision Financial Markets LLC ("Vision Brokerage Account") for my IRA. Millennium shall instruct Vision that (i) I am to have the authority to direct investments in the Vision Brokerage Account, and (ii) Vision is to send to me duplicate statements and all confirmations relating to the Vision Brokerage Account. I further direct Millennium to transfer all IRA contributions and other cash from time to time in my IRA Account to the Vision Brokerage Account, unless and until I provide to Millennium written directions to the contrary.

F Payment of IRA Account And Asset Holding Fees

I acknowledge and agree that for the payment of fees due to Millennium as custodian of my IRA (i) I will be invoiced for the Annual Account Fee; (ii) each such invoice will be payable within thirty (30) days of the date of the invoice; (iii) for ease of administration, I am to forward my payment of these annual custodial fees to Vision, which will forward them on to Millennium for me; and (iv) other Millennium fees for its other custodial services including its optional service fees and the Annual Asset Holding Fee for assets held outside the Vision Brokerage Account, if any, (collectively "Service Fees") may be taken directly from my Millennium IRA Account, including its Vision Brokerage Account, or collected via the back-up method for payment of IRA fees I have selected below.

For the payment of Service Fees and in order to help avoid any late payment fees, and the possibility of having to sell assets in the Vision Brokerage Account to pay IRA fees, you are required to select a back-up method for payment of IRA fees.

Please select your preferred method of payment of your Millennium IRA account custodial fees from one of the following two (2) payment options.

If you select either the Credit Card or Debit (ACH) option, you must provide us with your e-mail address on the Personal Information For Account Owner page in order to receive courtesy e-mail notifications as to when account fees will be deducted from your Credit Card or an ACH from your Bank Account.

- Choose only one option: **Credit Card** (*Account Owner's information listed below is required if credit card option is selected.*)

Name of Cardholder:
(As it appears on card)

Credit Card #: _____ Expiration Date: _____ / _____
Month Year

Card Type: Visa MasterCard Discover

By executing this Adoption Agreement, I authorize Millennium Trust Company to charge my credit card for the establishment fee and annual IRA fees.

- Please attach a voided check to this form if choosing the ACH option. **Debit (ACH) my checking account.** (*Please attach a voided check to this form, and fill out bank information below.*)

Bank Name: _____ Bank Phone No.: _____

Transit/ABA No. (*9 digits*): _____ Account No.: _____

Name(s) on Account: _____

Additional fees will be charged to your account at the time the additional service(s) is provided.

Please continue to the next page to complete the IRA Application.

G Account Beneficiary Designation

I, the undersigned, hereby make the following beneficiary designation. In the event of my death, pay benefits to the following named primary beneficiary(ies). If you are married and designate a beneficiary other than your spouse, have your spouse sign the spousal consent below if you live in a community property state. If more than one primary or contingent beneficiary is designated, the assigned percentages must equal 100%, or the beneficiaries will be assigned equal percentages. Contingent Beneficiaries take hereunder only if all Primary Beneficiaries fail to survive me. If multiple Primary or Contingent Beneficiaries are named, as to each Beneficiary that shall not survive me, his or her share (if any for a Contingent Beneficiary) shall be distributed to the remaining Beneficiaries, Primary or Contingent as the case may be in the proportions shown. Additional beneficiary designations or changes must be made via the proper form.

<i>Full Name</i>	<i>Relationship</i>	<i>Soc Sec #</i>	<i>Birth Date</i>	<i>% to Beneficiary</i>
------------------	---------------------	------------------	-------------------	-------------------------

Identify your primary and contingent beneficiaries.

► **Primary Beneficiary(ies)**

Percentages must equal 100%.

► **Contingent Beneficiary(ies)**

Spousal Consent: Complete this section if (1) Account Owner is married and has designated a Primary Beneficiary other than his/her spouse; and (2) this IRA account includes property in which his/her spouse possesses a community property interest. As of December 31, 2010, community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.

I am the spouse of the Account Owner named above, I agree to my spouse's naming of a Primary Beneficiary other than myself, and I acknowledge that I shall have no claim whatsoever against Millennium Trust Company, LLC for any payment to my spouse's beneficiary(ies).

Spouse's Name: _____

Spouse must sign if not the primary beneficiary.

► Spouse's Signature: _____ Date: _____

H Account Owner's Acknowledgement And Agreement

Please read carefully, then sign and date at the end of this Section.

I acknowledge and agree that it is my sole responsibility to direct the investment of the assets of my IRA with Millennium Trust Company, LLC as custodian ("Custodian"), and that the Custodian shall have NO LIABILITY for any losses, expenses, damages, costs, court costs including attorney fees or taxes, including a prohibited disqualification tax, and other liabilities and claims (collectively, "Damages") resulting from transactions executed by the Custodian or transactions executed by Vision in following directions from me or my authorized agent. I acknowledge that the Custodian does not provide any investment management or advice and will not be responsible for the performance of any asset in my IRA. I have read all the documents supplied to me on the Vision Brokerage Account and the Millennium IRA account. The information I

Please continue to the next page to complete the IRA Application.

H Account Owner's Acknowledgement And Agreement Continued

supplied on the Personal For Account Owner page is true and correct; as is (i) the further information I supplied Vision in the Vision Securities Account Application; and (ii) the further information I supplied on this Millennium IRA Application. I agree to the terms in the Vision Customer Agreement and that those terms shall be binding on my IRA with the Custodian. For investments held in my IRA Account outside of the Vision Brokerage Account, I will obtain and read any applicable prospectus, private placement memorandum, offering circular or similar document prior to directing the Custodian, to make any investment on behalf of my IRA. I agree to defend and indemnify the Custodian and to hold the Custodian harmless from and against all damages arising (i) from any action taken or omitted by Vision; (ii) from any action taken or omitted by the Custodian as directed by me or my authorized agent, or (iii) in connection with any investment which I, or my authorized agent, have directed.

I understand the eligibility requirements for the type of investments I am making and state that I qualify to establish an IRA and to make such investments. I acknowledge that the Custodian has no responsibility for tax consequences due to additions to or distributions from this IRA. I acknowledge that I have obtained and read a copy of the Individual Retirement Account Custodial Agreement ("Agreement") and the accompanying Disclosure Statement, both of which are incorporated by reference into this agreement and this Section H, and I understand and agree to be bound by the terms, and conditions in both. I acknowledge that I have had the opportunity to review the Custodian's Fee Schedule and agree to the establishment fee and the other fees charged by the Custodian and the procedures in the Article titled "Administrative Expenses and Custodial Fees" of the Agreement. If I elect to make a rollover contribution to this IRA, I certify that I understand the rollover rules and I will meet the applicable requirements. I acknowledge that the Custodian does not provide, and I have not received from Custodian any tax or legal advice.

I acknowledge that by signing this IRA Application and agreeing to the terms of this Section H and the Agreement, I am establishing an IRA with the Custodian which will hold a brokerage account at Vision. I further acknowledge that the decision to use Vision was mine, and the Custodian did not recommend Vision. Millennium Trust Company LLC is the Custodian on my IRA Account, and I acknowledge (i) it is separate and independent from Vision; (ii) the Custodian shall have no liability for the performance, conduct, actions or inaction of Vision, its officers, directors, employees or agents; and (iii) the Custodian shall have no duty to supervise Vision. I hereby waive any claim against the Custodian relating to the performance, conduct, actions or inaction of Vision and, the Vision Brokerage Account.

I specifically acknowledge that in agreeing to the terms of the Agreement I am agreeing to bring any dispute or action I may have with or against Millennium to arbitration in accordance with the terms of the "Arbitration" Article of the Agreement, and giving up my right to bring an action in a court of law.

IMPORTANT USA PATRIOT ACT INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: You must provide us with your name, residential address, social security number, date of birth and your Driver's License or State ID number before we will accept and open your account.

Under penalties of perjury, I certify that (1) the Social Security number is my correct tax identification number; (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding, or if so notified, such notice is no longer in effect; and (3) I am a U.S. person (including a U.S. resident alien). The IRS does not require that I consent to any provisions of this document other than this certification to avoid backup withholding.

ALL SECTIONS MUST BE COMPLETED IN ORDER TO AVOID DELAYS IN PROCESSING.

Review, sign, and date as IRA Account Owner.

► IRA Account Owner Signature: _____ Date: _____

I Custodian Acceptance

This section to be completed by Millennium Trust Company.

Millennium Trust Company, LLC has entered into an Individual Retirement Custodial Agreement as Custodian with the above Account Owner. Millennium Trust Company, LLC by its authorized representative agrees to act as Custodian.

By: _____ Date: _____

Account No.: _____ Reference: _____

Please retain a copy of this application, the Custodial Agreement, Disclosure Statement, Fee Schedule and Privacy Policy for your records.



IRA-TO-IRA TRANSFER AUTHORIZATION

(Millennium Trust Company is Non-ACAT eligible.)

To complete this application, you will need:

- Current Custodian’s name, address, phone & fax number, and e-mail address
- Account Number with Current Custodian
- **Copy of your most recent statement from Current Custodian (within past 3 months)**
- Social Security Number
- Millennium Account Number (if applicable)
- **To check with your Current Custodian to determine if a Medallion Signature Guarantee is required for this transfer**

A IRA Account Compatibility

Not all account types are compatible; there may be additional steps and forms required in some cases. To transfer unlike account, please contact a client service specialist for additional information.

<u>Current IRA Type</u>	<i>transfer to</i>	<u>IRA Account Type at Millennium</u>
Choose only one account type. ▶ <input type="checkbox"/> Traditional IRA	▶	<input type="checkbox"/> Traditional IRA <input type="checkbox"/> SEP IRA
<input type="checkbox"/> Inherited Traditional IRA	▶	<input type="checkbox"/> Inherited Traditional IRA
<input type="checkbox"/> Roth IRA	▶	<input type="checkbox"/> Roth IRA
<input type="checkbox"/> Inherited Roth IRA	▶	<input type="checkbox"/> Inherited Roth IRA
<input type="checkbox"/> SEP IRA	▶	<input type="checkbox"/> SEP IRA <input type="checkbox"/> Traditional IRA
<input type="checkbox"/> SIMPLE IRA	▶	<input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Traditional IRA (after 2 years from date of 1st deposit)

B Account Owner’s Information

Enter Account Owner’s full name: ▶ First: _____ Middle: _____ Last: _____

Home Phone No.: _____ Work Phone No.: _____

Please specify your account number only if you already have an IRA with Millennium. ▶ Millennium Account No.: _____ Social Security No.: _____

Please continue to the next page to complete the IRA-to-IRA Transfer Authorization.



C Current Custodian Information

Please obtain the correct information from your custodian otherwise your transfer may be delayed.

▶ Current Custodian (*Name of Transferring Firm*):

Custodian’s Street Address:

City:

State:

Zip:

Phone No.:

Fax No.:

E-mail Address For Current Custodian:

Account No. w/ Current Custodian:

D Transfer of Current IRA Account

Please choose only one of the following: Either a **Complete or Partial** transfer.

▶ **Complete Transfer (Transferring all assets to Millennium)**

- Transfer my entire account IN-KIND. (Assets will be re-registered/money market funds will be transferred as cash.) Millennium will transfer only those assets listed on the statement that you submit to us from the Current Custodian.
- Liquidate all assets and transfer entire balance as cash. Estimated amount: \$ _____
I am directing my Current IRA Custodian to liquidate all assets and transfer cash only. (Account Owner must contact Current IRA Custodian to liquidate all assets prior to submitting this form.)

A copy of your most recent statement from current custodian (dated within three months) must be attached before any transfer can be complete.

▶ **Partial Transfer (Transferring only some assets to Millennium)**

- Transfer \$ _____ in cash. (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)
- Transfer IN-KIND only those assets listed on the lines below from my existing account.
- Transfer \$ _____ in cash and transfer IN-KIND only those assets listed on the lines below from my existing account. (NOTE: If there is insufficient cash in your IRA, you must instruct your current IRA Custodian to liquidate the comparable value in assets.)

In-Kind Assets:

Please list any “In-Kind” assets (non-cash assets NOT being sold) to be transferred here.

Quantity (# of Shares, \$ Amount, or “ALL”)	Description of Asset (Name of Fund, Security or Asset)	Estimated Fair Value

Fee may apply for wire transfer - please check with your current Custodian.

- Check here if you would like your funds wired to Millennium Trust. If this box is not checked the cash funds will be sent to Millennium Trust via check and funds will be available 5 business days after being received.

Please continue to the next page to complete the IRA-to-IRA Transfer Authorization.

E Delivery Instructions

Transfer of existing Brokerage or Mutual Fund Company IRA

In-Kind Deliveries (Please include a copy of your last account statement from the transferring firm).

Transferring Firm: ▶ Name: _____ Phone No.: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Customer Account Title: _____
 Customer Account No.: _____

Receiving Firm: ▶ Millennium as IRA custodian for the IRA Account Owner has established a securities account for the IRA at Vision Financial Markets LLC ("Vision"):
 IRA's Account Title at Vision: _____
 IRA's Account No. at Vision: _____
 Vision Financial Markets LLC
 Four High Ridge Park
 Stamford, CT 06905
 877.836.3949
 DTC # 0595

Please transfer my entire securities account (or only part of my securities account, as detailed above) to my Millennium IRA's account at Vision Financial Markets LLC, which has been authorized by me and Millennium as IRA custodian to make payment to you of the debit balance or to receive payment of the credit balance in my IRA's securities account. Please coordinate with Vision so that my request can be expedited as required by NASD Rule 11870 and CBOE Rule 9.20. I understand that to the extent any assets in my securities account are not readily transferable, with or without penalties, such assets may not be transferable within the time frames required by FINRA or other designated examining authority.

Unless otherwise indicated in the instructions above, I authorize you to liquidate any non-transferable proprietary money market fund assets that are part of my securities account and transfer the resulting credit balance along with any other cash in the account to Vision. I understand that you will contact me with respect to the disposition of any other assets in my securities account that are nontransferable. If certificates or other instruments in my securities account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable Vision to transfer them in its name for the purpose of sale, when and as directed by me. I further instruct you to cancel all open orders for my securities account on your books.

I understand that I may be responsible for liquidation, termination, surrender and penalty fees when I transfer my assets. I will check with the firm currently holding my assets for information regarding these fees.

Instructions to Resigning Trustee/Custodian/Plan Sponsor
(Brokerage Account or Mutual Fund transfers skip this section)

Please choose whether to have the funds wired or sent via mail:

- ▶ **I wish to have my funds wired to:** Citibank (San Francisco, California)
 ABA: 321171184
 FCT: Millennium Trust Company
 A/C 204007397
 FFCT: Client Name
 A/C: IRA A/C #
- ▶ **I wish to have a check or re-registration paperwork mailed via:**
 - First Class Mail
 - Overnight delivery and charge my account the overnight fee
 - Overnight delivery via (using 3rd Party Billing Number):
 - FedEx UPS Billing No.:
 - Payee: STC FBO

Account No.:

Vision Financial Markets
 Four High Ridge Park
 Stamford, CT 06905

Please continue to the next page to complete the IRA-to-IRA Transfer Authorization.

F Transfer Authorization

I certify that the assets listed in Section D are held in an IRA. I understand that Millennium reserves the right to refuse to accept custody of certain assets prior to final acceptance as Successor Custodian. To expedite this transfer, I have provided Millennium with complete information, and I will check with my current Trustee to determine when the transfer will be processed.

Print name: _____

Date: _____

Please read, sign, and date to authorize this transfer. ▶

Signature: _____

G Signature Guarantee

A Medallion Signature Guarantee may be obtained from an authorized officer at a brokerage firm, bank or other financial institution. Certification by a notary public is not a substitute for a signature guarantee. ▶

Please **check** with your current Trustee/Custodian to determine if a Medallion Signature Guarantee is required.
[Medallion Signature Guarantee Stamp Here]

A \$25 fee will be charged to your Millennium Account if you choose this option. ▶

I authorize Millennium to send this form to your Current IRA Custodian by overnight delivery. If not checked the request will be sent via regular US Mail.

H Millennium Acceptance

This section to be completed by Millennium Trust Company. ▶

Millennium Trust Company will accept the above-captioned account as Successor Custodian.

 Authorized Officer Signature Date: _____

Millennium Trust Company, LLC , Tax Identification No. 36-4400066

Custodian *FBO*: _____ Account No.: _____

Millennium IRA Account Type

- Traditional IRA
- Roth IRA
- SEP IRA
- Inherited Traditional IRA
- Inherited Roth IRA
- SIMPLE IRA

PLEASE DO NOT FAX THIS FORM.



TRADITIONAL IRA CUSTODIAL AGREEMENT

Form 5305-A (Rev. March 2002)
Department of the Treasury
Internal Revenue Service

DO NOT FILE
with the Internal
Revenue Service

This Traditional Individual Retirement Account Custodial Agreement (hereinafter called the "Agreement") is made between Millennium Trust Company, LLC, an Illinois Limited Liability Company (hereinafter called the "Custodian") and each individual (hereinafter called the "Account Owner" or "you") who executes an Adoption Agreement, incorporating the terms of this Agreement, for the purpose of establishing a traditional individual retirement account (hereinafter called the "Custodial Account" or "Account") under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

Article I

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

Article II

The Account Owner's interest in the balance in the Custodial Account is non-forfeitable.

Article III

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

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

Article IV

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

2. The Account Owner's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Account Owner's required beginning date, April 1 following the calendar year in which the Account Owner reaches age 70½. By that date,

the Account Owner may elect, in a manner acceptable to the custodian, to have the balance in the custodian account distributed in:

- (a) A single sum or
- (b) Payments over a period not longer than the life of the Account Owner or the joint lives of the Account Owner and his or her designated beneficiary.

3. If the Account Owner dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

- (a) If the Account Owner dies on or after the required beginning date and:
 - (i) the designated beneficiary is the Account Owner's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - (ii) the designated beneficiary is not the Account Owner's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Account Owner and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Account Owner as determined in the year of the Account Owner's death and reduced by 1 for each subsequent year.
- (b) If the Account Owner dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
 - (i) The remaining interest will be distributed in accordance



with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Account Owner's death. If, however the designated beneficiary is the Account Owner's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Account Owner would have reached age 70½. But, in such case, if the Account Owner's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

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

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

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

- (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Account Owner reaches age 70½, is the Account Owner's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Account Owner's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Account Owner's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Account Owner's (or, if applicable, the Account Owner and spouse's) attained age (or ages) in the year.
- (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Account Owner's death (or the year the Account Owner would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
- (c) The required minimum distribution for the year the Account Owner reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

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

Article V

1. The Account Owner agrees to provide the Custodian with all

information necessary to prepare any reports required by section 408(i) and Regulations section 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Account Owner the reports prescribed by the IRS.

Article VI

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

Article VII

This Agreement will be amended from time to time to comply with the provisions of the Code and related regulations. As permitted under the appropriate IRS model form, Millennium Trust Company, LLC has added additional provisions to the Agreement.

Without prior notice to or consent of the Account Owner or Account Owner's beneficiaries, the Custodian may amend this Agreement from time to time in order to comply with the provisions of the Internal Revenue Code. Notice of such amendment shall be sent to the Account Owner within thirty (30) days after such amendment is to be effective.

The Custodian may also amend this Agreement for any reason other than to comply with the Internal Revenue Code without the consent of the Account Owner or the Account Owner's beneficiaries; provided notice of such amendments shall be sent to the Account Owner thirty (30) days before the date such amendment is to be effective. Pronouns herein shall refer to both male and female Account Owners.

Article VIII – General Powers and Duties of the Custodian and Limits Thereon

1. The Custodian is hereby authorized and empowered:

- (a) To hold funds received from time to time from the Account Owner or other source, such as rollovers and IRA-to-IRA transfers, including in-kind transfers, on behalf of the Account Owner which shall, when aggregated with any interest or other income earned thereon, be collectively referred to as the Custodial Account. The Custodian may refuse to accept any in-kind transfer of any specific asset or assets. The Custodian shall be empowered to hold any and all funds or cash received from the Account Owner, or other sources during its administration of this Custodial Account in any one or more accounts, with any banking or savings institution, subject to all rules and regulations of the institution and applicable law governing the administration of such accounts or in any one or more money market mutual funds, subject to all rules and regulations of said money market mutual funds and applicable law governing the administration of money market mutual funds, for the benefit of the Account Owner, until such time as the Account Owner or his duly authorized agent, shall direct the Custodian to invest such sums in other investment vehicles as authorized hereunder.
- (b) To invest and reinvest the custodial funds at the direction of the Account Owner or his authorized agent in any form of property, including, but not by way of limitation, the following described investments: stocks, bonds, limited partnership interests, limited liability companies, money market funds, mutual funds, certificates of deposit, options, futures contracts, annuities, treasury securities, tax lien certificates, mortgages, promissory notes, certain precious metals, real estate, hedge funds and such other investments

as may be consistent with the terms of this Agreement, other related documents executed hereto, and applicable federal laws and regulations. The Custodian reserves the right to refuse an investment for any reason found to be appropriate within the Custodian's discretion. Account Owner recognizes and agrees that early distributions or certain investment directions may result in penalties, loss of equity or other consequences adverse to the Custodial assets, and the Custodian is relieved from responsibility therefore.

- (c) To collect any income generated from the property and add such sums to the Custodial Account; to make payments, disbursements or distributions from the fund as directed by the Account Owner or his authorized agent, or as provided under the provisions of this Agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Custodial Account in such manner and upon such terms as instructed by the Account Owner, and in conformity with the terms of this Agreement and federal regulations of Individual Retirement Accounts.

2. In opening the Custodial Account the Account Owner has directed the Custodian to open a brokerage account ("Brokerage Account") for the Custodial Account at a specifically designated brokerage firm selected by the Account Owner ("Brokerage Firm"). Further the Account Owner has directed the Custodian to notify and direct the Brokerage Firm that the Account Owner has the authority to direct investments in the Brokerage Account and is to receive duplicate copies of all statements and confirmations relating to the Brokerage Account. The Custodian has been directed by the Account Owner to transfer all contributions and other cash received in the Custodial Account to the Brokerage Account, unless and until the Account Owner provides the Custodian with written directions to the contrary.

The Account Owner acknowledges and agrees (i) Custodian is not liable for the actions of any broker including the Brokerage Firm; (ii) Custodian did not recommend or endorse the Brokerage Firm and the Custodian does not provide any recommendation or endorse any particular broker; (iii) it is the Account Owner's responsibility to monitor the transactions and the valuation of assets in the Brokerage Account from the duplicate statements and confirmations the Account Owner receives from the Brokerage Firm; and (iv) that the statements from the Custodial Account shall only list the then value of the Brokerage Account as provided on the Brokerage Firm. It shall be the responsibility of the Account Owner to arrange with the Brokerage Firm the manner in which investment directions are to be given to the Brokerage Firm. The Account Owner agrees that any issues which arise with the Brokerage Account shall be handled directly by the Account Owner with the Brokerage Firm.

As the Brokerage Account is owned by and is a part of Custodial Account, the Account Owner acknowledges and agrees that all contributions to and distributions from the Brokerage Account must come from and go to the Custodial Account.

3. The Account Owner shall vote on any investments or any matters pertaining to the Custodial Account. The Account Owner may direct the Custodian how to vote on his behalf. The Account Owner agrees that the Custodian may, but shall not be required (unless required under applicable law), to inform the Account Owner by forwarding materials that have been received by the Custodian or otherwise communicating with Account Owner as to any questions, decisions or other matters for which a vote may be requested, necessary or helpful, and Custodian shall thereafter have no responsibility whatsoever with respect thereto. It shall be the responsibility of the Account Owner to arrange with the

Brokerage Firm for the voting of securities held in the Brokerage Account.

Account Owner acknowledges and agrees that unless required by applicable law, Custodian is not responsible for communicating, forwarding or notifying any party, including the Account Owner, with respect to any communication or matter which comes to the attention of or is received by the Custodian with respect to Custodial Account investments, and that Account Owner is responsible for making separate arrangements for receiving such communications.

4. The Custodian shall be responsible only for such funds received by it hereunder. The Custodian shall act only with the consent and approval of the Account Owner in the investment, management, disbursement and disposition of the custodial assets for the purposes, and in accordance with the provisions of the Agreement. The Account Owner or his duly authorized agent shall direct the Custodian as to investment and reinvestment of any assets in the Custodial Account which are held from time to time outside of the Brokerage Account, if any. Custodian shall have no duty or obligation to inquire into or investigate the suitability or propriety of any direction to the Custodian or to the Brokerage Firm from the Account Owner or his authorized agent. The terms of this Agreement shall be binding upon the Custodian and Account Owner.

5. The Custodian shall have no duty to review the assets held in the Custodial Account, including those held in the Brokerage Account, with respect to their safety, risk, or timeliness, and shall render no opinion as to property so held or as to the advisability of initial and subsequent purchases directed by the Account Owner or his authorized agent. The Custodian shall not be held liable or otherwise accountable for losses incurred by reason of investment selections in accordance with Account Owner's or his authorized agent's directions or the actions of the Brokerage Firm or any broker.

6. The Custodian shall have no responsibility for determining whether the Account is subject to excise taxes. It is the Account Owner's responsibility to determine if excise tax is due and to pay such excise tax.

The Custodian shall have no responsibility for determining whether an investment made in the Account earned income that is deemed to be unrelated business income which is subject to federal income tax. It is the Account Owner's responsibility to file Form 990-T when such unrelated business income is earned. However, the Account Owner may submit this information to the Custodian for filing. If the Account Owner submits this information to Custodian for filing, the Account Owner agrees that the Custodian is under no obligation or duty to verify the accuracy of this information. The Account Owner may also direct to have the Custodian directly receive this information. In such circumstance, the Custodian is under no obligation or duty to verify the accuracy of the information received. In the event that the Account Owner fails to file Form 990-T, the Account Owner agrees to indemnify the Custodian for any liability incurred due to failure to file.

7. The Custodian may respond to any subpoena without prior notice to the Account Owner. If the Account Owner has designated a registered investment advisor on his Account, Account Owner authorizes Custodian to release the Account Owner's personal and Account information to the advisor's regulators upon the written request for information from such regulators.

8. Agreeing to the custody of a specific asset does not constitute marketing, distributing or raising capital for that asset and the Custodian is not in any way endorsing the asset.

9. When the Custodian is directed to invest in assets which are not publicly traded, the Custodian shall not have any responsibility or liability if the entity or the broker/agent involved does not provide the Custodian with a receipt or confirmation for/of such investment.

10. The Account Owner acknowledges that the owner of any investment held in the Account Owner's IRA, including the Brokerage Account, shall be Millennium Trust Company, LLC as Custodian of the IRA and not the Account Owner individually. The Account Owner agrees not to invest any funds into or receive or withdraw any funds from any investment held in the Custodial Account other than through the Custodian, and Custodian is authorized to take any action necessary to ensure that any investment directed to be purchased by the Account Owner, or the Account Owner's authorized agent outside the Brokerage Account, is correctly documented as being purchased and owned by the Account Owner's IRA.

11. All requests for withdrawals shall be in writing on a form provided by, or acceptable to the Custodian. The Account Owner's tax identification number or the tax identification number of the beneficiary must be provided to the Custodian before the Custodian is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties.

12. Account Owner agrees that the Custodian has no duty to inform the Account Owner of any information on any asset held in the Custodial Account which the Custodian may have learned in connection with another account or customer or from any source other than in the operation of the Account Owner's Custodial Account.

13. The Account Owner acknowledges that certain transactions are or may be identified by the IRS as abusive tax shelter schemes or transactions. The determination of a listed or reportable transaction may depend upon the facts and circumstances that surround the particular transaction. The Custodian shall have no responsibility for determining whether any investment or transaction involving or relating to the Account or its assets or income constitutes a "listed transaction" or "reportable transaction," as defined in the Code and regulations or other pronouncements by the United States Treasury or Internal Revenue Service, which result in reporting requirements and adverse consequences for failing to comply with any applicable reporting or other requirements. The Account Owner agrees to consult with his own tax or legal advisor to ensure that listed or reportable transactions related to the Account are identified. The Account Owner agrees to report each listed or reportable transaction to the IRS as the entity manager who approved or caused the IRA to be a party to the transaction using IRS Forms 8886-T and 8886, to pay any applicable excise taxes using Form 5330, and to disclose to the Custodian that such transaction was a prohibited tax shelter transaction, and to direct the Custodian to any necessary corrective action to be taken by the Account. The Custodian shall not be responsible for any adverse consequences or for failing to comply with any applicable reporting or other requirements on behalf of the Account Owner and/or other persons relating to any such listed or reportable transaction.

Article IX – Investment of the Account – No Custodian Responsibility

1. Subject to Section 2 below and Article titled "Cash Investment Program, Mutual Fund Fees" of this Agreement, the Account Owner has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Custodial

Account. The Account Owner accepts full and sole responsibility for the success or failure of any selection made. It is the Account Owner's responsibility to understand the nature of the investments, the principals and risks involved with the investments chosen by the Account Owner. The Custodian has no responsibilities for the selection, continuation or sale of any assets. The Custodian is under no duty to disclose any risks associated with any investment. The Custodian is not responsible for doing any due diligence as to any investment or possible investment or as to the Brokerage Firm or any other broker.

2. By notifying the Custodian on a form acceptable to the Custodian, the Account Owner may delegate the investment responsibility for all of his Custodial Account to an authorized agent. The Custodian shall assume that the appointed agent is at all times qualified to act in that capacity. The Custodian shall further assume the agent possesses the authority to direct the investment and/or manage the trading of the Custodial Account until such time as (a) the Account Owner notifies the Custodian in writing that he has appointed another agent or that the Account Owner has assumed sole responsibility for directing the investment of the Custodial Account, or (b) the Custodian is officially notified of the death of the Account Owner. If the Account Owner desired to give a third party trading authority over the Brokerage Account, it will be the responsibility of the Account Owner to arrange for such authorization directly with the Brokerage Firm.

3. The Custodian shall not be liable for the acts or omissions of the Account Owner, his agent, or the Brokerage Firm. The Custodian shall not have any responsibility nor any liability for any loss of income or of capital, nor for any unusual expense which the Custodian may incur, relating to any investment, or to the sale or exchange of any asset which the Account Owner or his authorized agent directs the Custodian or the Brokerage Firm to make. The Custodian will not act as an investment advisor to the Account Owner and shall not have any duty to question, review or investigate (i) the Account Owner's or his authorized agent's directions regarding the purchase, retention or sale of any asset or (ii) any statement or action of the Brokerage Firm. Millennium Trust Company, LLC does not assume or incur any liability by reason of, or have any duty or responsibility to inquire into, or take action with respect to, any acts performed or omitted to be performed by a former custodian or trustee of any qualified plan or IRA which has transferred all or any portion of its assets to Millennium Trust Company, LLC.

4. The Custodian shall not be responsible for the investment of assets or their performance after the Account Owner's death as the Custodian shall not assume any duties or responsibilities after the Account Owner's death in addition to the duties and responsibilities specifically provided for and assigned to the Custodian in this Agreement.

5. The Custodian shall not be responsible to investigate or do due diligence on any investment or any principals involved with any investment or with the Brokerage Firm.

6. In connection with certain investments Account Owner may execute certain ancillary documents. If Account Owner has agreed to provide services or has appointed an agent to provide services pursuant to such ancillary documents, the Custodian shall not have any responsibility for the performance or nonperformance of those services.

7. Reference to the applicable law and IRS rules and regulations is based on the date this Agreement or the respective ancillary document is delivered to Account Owner. The applicable law and IRS rules and regulations may change from time to time. It is the

Account Owner's responsibility to consult with an attorney or tax advisor prior to making any decisions or executing any documents. The Custodian does not offer any tax or legal advice.

Article X - Cash Investment Program, Mutual Fund Fees

1. The Custodian has a cash management account program for investment of idle cash using FDIC (Federal Deposit Insurance Corporation) insured bank interest bearing demand accounts (Bank Accounts) and the Federated Government Obligations Fund (Fund) – Trust Shares, a money market mutual fund. In the event that funds are received by the Custodian for which there is no investment direction, Custodian shall invest such cash as described below. Unless and until directed differently in writing by the Account Owner, the Account Owner has chosen not to use the Custodian's cash management account program; instead directing the Custodian to move all otherwise uninvested cash to the Brokerage Account.

2. The Custodian uses Bank Accounts at four unaffiliated banks to hold cash for your IRA, in order to avail your IRA of a maximum of \$1,000,000 of FDIC Insurance (IRA funds held in any one bank are entitled to a maximum of \$250,000 in FDIC insurance). The first \$250,000 of otherwise uninvested funds in your IRA will be held in one bank. The next \$250,000 will be held in a second bank. The next \$250,000 will be held in a third bank. The final \$250,000 will be held at a fourth bank. Cash exceeding \$1,000,000 at any time in your IRA will be invested in the Fund. As the cash balances in your IRA grow, additional funds over \$250,000 will automatically be placed with the second bank and funds over \$500,000 with the third bank. Cash balances from \$750,000 to \$1,000,000 will be held in the fourth bank. When distributions are taken or investments purchased, the process will be reversed, funds will be taken first from the Fund, if any, and then from the banks in the reverse order, first from the fourth bank, then the third, the second and finally from the first bank. The operation of placing and removing funds to or from the banks and the Fund is automatic without any instructions from you.

3. The interest rate paid on each Bank Account is set by each bank independently based on short-term interest rates and competitive market conditions. The interest rates will vary over time, and the interest rates offered by each bank can and will differ from that of the other banks. The Custodian has no obligation to ensure that all such Bank Accounts pay the same rate of interest. This type of multiple bank program, with its increased FDIC insurance protection, could not be offered efficiently if it were subject to change with every fluctuation of interest rates paid by or between the banks. However, the Custodian will provide on-going administration of this program and reserves the right, in its sole discretion to (a) change the order in which funds are placed with, and taken from, the banks; (b) replace one or more of these banks with a different bank or the Fund with another money market mutual fund; and (c) change the number of banks in the program and the amount of FDIC insurance available.

4. Information on FDIC insurance coverage is available at www.fdic.gov. Note that if your IRA (not you individually) has CDs or other bank accounts at one or more of the banks used by your Account in the program, those accounts will reduce the amount of FDIC insurance available at such bank or banks to your IRA at Millennium.

5. With each Bank Account, the Custodian charges the Account a monthly Service & Administrative Fee at an annualized rate of up to 4.00% on the average assets invested in the Bank Account. This fee will be charged regardless of which Bank Accounts are

being used by your IRA. The Custodian has no obligation to ensure that all such Bank 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. This fee is for servicing and administering the Bank Accounts as well as compensation for other services rendered by Custodian in the administration of the Account. This fee can change from time to time without notice but cannot exceed the annualized rate of 4.00% without prior notice to you. This fee is deducted directly from the interest paid on each Bank Account and the net amount is paid to your IRA monthly.

6. A list of the banks being used in the Cash Investment Program will be posted at Millennium Trust's website as referenced in your Adoption Agreement and links to the banks' websites will be provided so you may obtain information on each bank. You can also obtain the current banks used in your Account, the current order of banks in the program, current interest rates and the servicing and administration fee information by calling or e-mailing a Millennium Trust Client Service Representative.

7. Trust Shares of the Fund are not FDIC insured, are not guaranteed by the Federal Government or any government agency, and do not have a bank guarantee. Although like other money market mutual funds it seeks to maintain a stable \$1 unit value, the Trust Shares may lose value. Carefully read the Fund's prospectus, available from the Custodian, if your Account will have cash invested in the Fund. You will receive notice if the Fund is removed from or a new mutual fund is added to the program.

8. The Custodian will be receiving fees from various mutual funds, including the Fund, in return for providing certain shareholder or recordkeeping services. The amount of these fees from the mutual funds is as permitted by law or regulation and the fund's prospectus and may change over time. Custodian receives from the Fund a set fee currently at an annualized rate of 0.50% on the average assets invested in the Fund. These fees along with the investment management and other operating expenses of the mutual fund are deducted by the fund directly from each fund's earnings and the net amount is paid to your IRA monthly.

9. With either the Bank Accounts or the Fund, Accounts that close during a month will not be credited with interest earned for that month and such interest, if any, will be taken as part of the final closing fee by the Custodian.

Article XI– Prohibited Transactions

Certain transactions are deemed to be "prohibited transactions" in IRAs under Section 4975 of the Code. The determination of a prohibited transaction depends on the facts and circumstances of the particular transaction. Generally, a prohibited transaction involves any improper use of your IRA account by you, your beneficiary, or any disqualified person. Examples of prohibited transactions include: a) taking a loan from your IRA; b) personal use of real estate held within the IRA; or c) the Account Owner's personal receipt of commissions based on or due to IRA investments. If your Account is involved in a prohibited transaction at any time during the year, the Account stops being an IRA as of the first day of that year and IRS taxes and penalties may apply. It is the Account Owner's responsibility to pay all taxes and penalties that are incurred due to a prohibited transaction with the IRA. Custodian shall not be held liable for losses, taxes, penalties or other consequences resulting from any IRA investment or transaction that constitutes a prohibited transaction. The Custodian is not responsible to alert you to actions that may lead to or involve a prohibited transaction. You

acknowledge and agree that the IRS places certain reporting requirements upon the Custodian as to prohibited transactions.

It is the responsibility of the Account Owner and not the Custodian to determine whether any investment or transaction directly or indirectly involving or relating to the Custodial Account or its assets or income constitutes a prohibited transaction. Account Owner will consult with tax or legal professionals to determine whether any IRA investments and any transactions concerning the Custodial Account or its assets or income will create a prohibited transaction. Custodian reserves the right to request certification from the Account Owner that the direction provided by the Account Owner does not create a prohibited transaction. If such certification is not forthcoming, Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification does not represent that the Custodian has concluded that no prohibited transaction exists or that the Custodian has even reviewed the transaction in question. The Custodian shall not be responsible for identifying to the Account Owner transactions deemed prohibited transactions under the Code prior to the execution of the transactions. The Account Owner acknowledges that if a prohibited transaction does occur and is recognized by the Custodian it must be reported by the Custodian to the IRS.

If you pledge any portion of your IRA as collateral for a loan, the amount pledged will be treated as an IRA distribution that must be included in your gross income.

Article XII – Other Administrative Powers and Duties of the Custodian

1. The Custodian is not required to, but in its sole discretion may exercise the full power and authority to settle, compound or abandon all claims and demands in favor of or against the Custodial Account, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the Custodial Account if indemnified to its satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any funds subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.

2. The Custodian may make any payment or distribution required or authorized hereunder by mailing its check or other property or by ACH or by Fed wire or other electronic transfer to the payee at the address last furnished to the Custodian. The Custodian shall not be liable for any payment made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.

3. The Custodian may consult with and employ other agents or legal counsel, who may, but need not be counsel for the Custodian individually, and the Custodian shall be fully protected from liability in actions taken or omitted, in good faith, upon the advice of such counsel.

4. The Custodian may perform any and all other acts which in its judgment may be necessary or appropriate for the proper administration of the custodial assets. In the performance of its duties and responsibilities under this Agreement the Custodian may employ such agents and vendors as it feels appropriate without notice to the Account Owner.

5. The Custodian may, but shall not be obligated to, pay any estate, inheritance, income, or other tax or assessment

attributable to any property or interest held in the Custodial Account out of the assets of the Custodial Account upon such information or direction as it may require. Before payment of any benefit, the Custodian may also require releases or other related documentation from the taxing authority and require indemnification from such payee as may be necessary for the Custodian's protection against tax liability.

After the death of the Account Owner, the Custodian reserves the right to request such documentation and certification as it deems appropriate within its discretion to verify and establish the identity of the beneficiary or the estate, if the assets are to be distributed to the Account Owner's estate. Prior to a distribution of assets to a beneficiary or the estate of the Account Owner, Custodian reserves the right to request indemnification and discharge from any liability from the beneficiary or the estate of the Account Owner.

6. Anything in this Agreement to the contrary notwithstanding, the Custodian may choose to request direction from the Account Owner as to any specific action or situation that arises with the Custodial Account, and if a request for direction is made, the Custodian shall incur no liability for following the Account Owner's direction or for taking no action if no such direction is furnished to the Custodian. The Custodian shall have the right, at the expense of the Custodial Account, to seek a direction or approval of its accounts from a court of competent jurisdiction whenever the Custodian shall in its sole discretion deem it appropriate.

Article XIII – Designation of Beneficiaries

1. The Account Owner can designate future beneficiaries.

- (a) At any time and from time to time the Account Owner shall have the right to designate one or more beneficiaries to whom distribution of the balance of the Custodial Account shall be made in the event of the Account Owner's death prior to the complete distribution of the Custodial Account. Any such beneficiary designation shall be deemed legally valid only when submitted fully completed, duly executed, and on a form provided or approved by the Custodian. Subject to the foregoing sentence, any such beneficiary designation shall be effective upon receipt by the Custodian. Any such beneficiary designation may be revoked at any time and shall be automatically revoked upon receipt by the Custodian of a subsequent beneficiary designation in valid form bearing a later execution date.

A beneficiary designation form shall not become revoked in its entirety upon receipt by the Custodian of a subsequent beneficiary designation form if the subsequent beneficiary designation form clearly provides that the Account Owner is adding to or changing a portion of the then current beneficiary designation form, but such addition or change shall modify the prior beneficiary designation to the extent provided.

The Custodian reserves the right to reject, or not to accept, beneficiary designations other than beneficiary designations to named individuals or specific entities.

- (b) If no beneficiary should survive the Account Owner, or all beneficiaries renounce their rights to receive any benefit from the Custodial Account, or in the absence of a valid beneficiary designation on file with the Custodian at the time of death, the Custodian shall, upon receipt of notice of the death supported by a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of the

Account Owner's Custodial Account to the beneficiary or beneficiaries in the following order of preference:

- (i) To the Account Owner's spouse; but if no such spouse shall survive the Account Owner, then to
- (ii) The natural and adoptive children of the Account Owner in equal shares per capita; but if there shall be no such child or children who survives the Account Owner then living to
- (iii) The personal representative of the Account Owner's estate;

provided, however, that the Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), nor to make inquiry or investigation concerning the possible existence of any beneficiary not reported to the Custodian within a reasonable period after the notification of the Account Owner's death (or that of the Account Owner's designated beneficiary) and previous to the distribution of the account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Account Owner (or the Account Owner's designated beneficiary) the Custodian shall have no higher duty than the exercise of good faith, and shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this Section, the Custodian shall be fully and forever discharged from all liabilities respecting such Custodial Account.

Article XIV – Distributions

Subject to Article XII, distributions from the Custodial Account shall be made only upon the request of the Account Owner (or the Account Owner's beneficiary in the event of the Account Owner's death), provided however, that the Custodian is empowered to make a distribution absent such instruction if directed to do so pursuant to a court order or an IRS levy or other valid and enforceable levy, and the Custodian shall in such event incur no liability for acting in accordance with such court order or levy. All distributions from the Brokerage Account shall be made to the Custodial Account.

Article XV – Records, Reports, and Valuation of Custodial Accounts

1. The Custodian shall furnish or cause to be furnished to the Account Owner a statement concerning the status of the Account. This Custodial Account statement shall be provided at least annually to the Account Owner. The Account Owner can choose to receive paper statements by mail or the Account Owner can access and retrieve the statements through the internet. The records of the Custodial Account shall be opened to inspection by the Account Owner during the Custodian's regular business hours.

2. The Custodian may grant online account access to the Account Owner or his authorized agent through the Custodian's website. The website can be made available for view access only or to allow the Account Owner or his authorized agent to place trades as well as execute certain other Account related services online. Pursuant to Section 5 below, the values shown online or on any

statement for each asset in the Custodial Account may not reflect the current values; and the Account Owner or his authorized agent should not rely on any value shown online or on a statement when making investment decisions, especially concerning Alternative Assets and brokerage accounts. Custodian does not guarantee the performance or privacy of the online system or the internet. Website access may be unavailable at times such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond Custodian's control. Custodian is in no way and under no circumstances liable for the unavailability of access to the website, data entry errors and other errors made by the Account Owner or his authorized agent, or for any loss for any reason associated with website or online access or use by the Account Owner or his authorized agent.

The Account Owner or his authorized agent shall have a password which will allow the Account Owner to access to the Account online. It shall be the Account Owner or authorized agent's responsibility to keep the password private. The Account Owner shall be responsible for all actions taken by any person using the Account Owner's password whether or not such use was authorized by the Account Owner.

The Account Owner recognizes and agrees that information available online is not provided in real time.

3. The Custodian agrees to submit reports to the Internal Revenue Service and the Account Owner at such time and in such manner and containing such information as is prescribed by the Internal Revenue Service.

4. Account Owner shall have forty-five (45) days after either (a) the date of mailing of a paper Custodial Account statement or (b) the posting of a Custodial Account statement online at the Custodian's website to file any written objections or exceptions with Custodian. The failure to file any objections or exceptions within said forty-five (45) day period shall signify Account Owner's approval of the statement and preclude Account Owner from making future objections or exceptions regarding the statement. Such approval by Account Owner shall be full acquittance and discharge of Custodian regarding the transactions and information on such statement. It shall be Account Owner's responsibility to review the confirmations and statements from the Brokerage Firm and to be aware of any time limit for such reviews.

5. It is a requirement that the Account Owner receive a statement of the fair market value ("FMV") of the Account as of December 31 of each year. This FMV must be provided by the following January 31. This FMV shall be furnished to the Account Owner in the Custodian's regular fourth quarter Account statement. The Custodian (in its discretion) may furnish the Account Owner with other Account statements periodically during the year.

Where a brokerage account (including the Brokerage Account and any account that is used to trade in futures) is held as an asset of the Custodial Account at a broker including the Brokerage Firm, the Custodian's reported FMV shall reflect only the total value of the brokerage account as reported periodically by the brokerage firm to the Custodian for that brokerage account. The Custodian cannot guarantee the accuracy of brokerage statements, including statements on the Brokerage Account from the Brokerage Firm.

The valuation for investments that are not publicly traded, many of which are also generally considered illiquid and may include, without limitation, real estate, promissory notes, mortgages,

precious metals, life settlement contracts, and entities such as limited liability companies, limited partnerships, hedge funds, and other entities or assets so designated by the Custodian (collectively, "Alternative Assets"), including the December 31 FMV, must be provided to the Custodian on a timely basis by the Account Owner or another party chosen by the Account Owner for this purpose ("Valuation Agent") and identified as such in a written document delivered to the Custodian. It is the Account Owner's responsibility to determine and provide the valuation of Alternative Assets to the Custodian. The Custodian shall have no responsibility for acting on a FMV reported by the Account Owner or Valuation Agent or for the accuracy of a required minimum distribution calculated based upon the December 31 FMV of an Alternative Asset. The December 31 FMV must be received by the Custodian no later than the following January 15th. For Alternative Assets such as limited liability companies, limited partnerships, hedge funds, and other similar entities, the Account Owner directs the Custodian to accept the FMV of the Account Owner's Alternative Assets from the investment entity itself and hereby appoints each such entity as the Valuation Agent for the Account's investment in the entity itself. Each Valuation Agent shall be required to sign such documents as the Custodian shall deem appropriate or necessary to confirm the understanding and agreement of the Valuation Agent to its obligation to provide such December 31 FMV to the Custodian by the following January 15. Failure of the Account Owner or Valuation Agent to provide a timely valuation shall be the sole responsibility of the Valuation Agent or the Account Owner, as the case may be, and the Custodian shall not be required to take any further steps to secure an updated FMV for the Account.

Unless the Account Owner shall direct the Custodian otherwise in writing, (a) a promissory note, or similar debt instrument, shall be valued by the Custodian at its face value (principal amount due) less principal payments received by the Custodian; and (b) an investment which represents an interest in future insurance proceeds shall be valued at its purchase price.

The Custodian shall not be responsible for the timeliness or the accuracy of any FMV of any Alternative Asset furnished by the Account Owner or a Valuation Agent. If the Account Owner or any Valuation Agent shall furnish valuations in addition to the required December 31 FMV, the Custodian shall reflect the latest valuation received on an asset in the Custodial Account's statements on a timely basis, but the Custodian shall have no duty to inform the Account Owner or to follow up with any Valuation Agent with respect to the status of any such additional valuations. Where the Account Owner has been granted online access to the Account, the Custodian is not required to show online the most current value reported to it for Alternative Assets or for brokerage accounts, including those used to trade in futures.

The Custodian shall have no duty or responsibility to solicit any valuation, including the December 31 FMV, from either the Account Owner or the Valuation Agent. If the Custodian does not receive a December 31 FMV by the following January 15th for an Alternative Asset, the Custodian shall be entitled to use as that December 31 FMV the last FMV provided to the Custodian, or if none, the original purchase price, for the Alternative Asset in question (such last FMV or original purchase price, as the case may be, shall hereinafter be referred to as the "Last Value").

At any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months, the Custodian may, but shall not be required to (a) distribute such Alternative Asset at its Last Value to the Account Owner and the Custodian shall have no

responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution to the Account Owner or (b) if such December 31 FMV is required to calculate the amount of a required minimum distribution (in accordance with Code Section 401(a)(9) for the Account Owner; or if a FMV is required due to a court order or similar circumstance, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid by the Account Owner or from the Account. In addition, the Custodian may, in its sole discretion and upon notification to the Account Owner, distribute the entire Account in satisfaction of the requirements of Section 401(a)(9), with any Alternative Assets valued at the Last Value supplied to the Custodian, either (a) at any point after there has been a failure to provide the Custodian with a December 31 FMV for an Alternative Asset for a period exceeding 12 months; (b) a December 31 FMV needed for the calculation of a required minimum distribution has not been supplied to the Custodian; or (c) if the Custodian knows or has reason to believe that the FMV of the Account (as required to complete any required minimum distribution) is or reasonably appears to be unreliable or inaccurate. If it is necessary to value an Alternative Asset due to the death of the Account Owner, and a FMV is not supplied to the Custodian in a timely manner by the Account Owner's estate, its beneficiaries or the Valuation Agent, the Custodian may, but shall not be required to obtain an appraisal for such Alternative Asset from an independent third party, the cost of such appraisal shall be paid from the Account.

The Account Holder hereby directs and confirms to the Custodian that when a FMV of an Alternative Asset is reported to the Custodian by the Account Owner or a Valuation Agent, or where the Account Owner does not provide, or have a Valuation Agent provide an updated valuation and the provisions herein provide for the use of the Last Value, the Custodian may rely on such valuation or Last Value as an accurate FMV of the Alternative Asset in question.

Due to the nature of Alternative Assets and the manner in which their valuation is reported to the Custodian, the Custodian cannot be responsible for their accuracy and such valuations are often not as of the date of the Custodial Account statement or online account viewing. Valuations for Alternative Assets from any source should not be solely relied upon by the Account Owner for making investment or sales decisions; the Account Owner should consider whether to take alternative steps to substantiate the then current value of an Alternative Asset when making any investment decision concerning that Alternative Asset.

The Account Owner shall indemnify and hold the Custodian harmless for any loss, damage, tax or other consequences to the Account Owner or the Account arising from or relating to the valuation of an Alternative Asset including the Custodian's accepting, reporting and acting upon any FMV supplied by the Account Owner, or Valuation Agent, or for using the Last Value as provided in this Agreement.

6. The Account Owner acknowledges that where the Account Owner directs the Custodian to open a brokerage account, the assets in such brokerage account will be held by the broker selected by the Account Owner and purchases, sales, and the valuation of such assets shall be the responsibility of the broker not the Custodian. The Account Owner further acknowledges that where the Account Owner has directed a purchase of or investment in an Alternative Asset, funds for such purchase/investment are sent from the Account and delivered to the seller, issuer or investment sponsor of the Alternative Asset. Where the

Alternative Asset is an entity, Custodian does not have custody of that entity's assets or investments. Where the Account Owner directs a sale or liquidation of an Alternative Asset, Account Owner recognizes that the timing and amount of funds actually realized depends upon the performance of the Alternative Asset and the actions of the issuer or investment sponsor in responding to the sale or liquidation request.

7. The Custodian from time to time may receive various reports such as statements (including an annual December 31 valuation), annual reports, audited financial statements, amendments to Offering Memorandum, prospectuses or similar documents, IRS form K-1s and the like from Alternative Assets (collectively, "Asset Reports"). It shall be the Account Owner's responsibility to obtain such Asset Reports from the Alternative Assets. The Custodian shall not forward Asset Reports to the Account Owner. The Account Owner agrees that it is the responsibility of the Account Owner (i) to review such Asset Reports; (ii) to know what Asset Reports are due when from each Alternative Asset in the Account and (iii) to follow-up with the Alternative Asset whenever an Asset Report is not provided in a timely manner to the Account Owner. The Account Owner acknowledges that the Custodian has no duty to (i) request Asset Reports, or (ii) (ii) to review any Asset Report for accuracy or content or otherwise .

Article XVI – Spendthrift Provisions, Account Owner May Not Pledge Assets.

Neither the Account Owner nor any beneficiary shall have any right to pledge, assign, anticipate, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the Custodial Account. No interest in the Custodial Account shall be liable in any manner for the debts, defaults, obligations or liabilities of the Account Owner, the Account Owner's beneficiaries, spouse, or heirs-at-law. Each distribution, transfer or payment of any part of the Custodial Account by the Custodian shall be made to the person entitled thereto (or in the event of such person's legal disability, then to his legal representative) and only to them and upon their personal receipts or endorsements, free of anticipation or alienation, voluntary or involuntary. The assets in the Account shall not be subject to or responsible for the debts, contracts or torts of any person whether or not entitled to distributions under this Agreement.

Article XVII – No Duty for Contributions etc., Hold Harmless and Indemnification

The Custodian shall not be responsible in any way for determining the permissible amount of contributions; the collection of contributions to the IRA under this Agreement; the selection, retention or disposition of the investments of the Custodial Account; the amount, character, timing, purpose, propriety of any withdrawal, or any other action or non-action taken at the Account Owner's or his authorized representative's request.

The Account Owner, his authorized representatives, or designated beneficiaries shall at all times fully indemnify and hold harmless the Custodian, Millennium Trust Company LLC, their affiliates, successors and assigns, from any liability arising from withdrawals so made or actions so taken or from Custodian's role in carrying out investment instructions; investments directed or approved by the Account Owner or the Account Owner's agent; the lack of suitability of any investment held in the Custodial Account; any actions or omissions of the Brokerage Firm and issues relating to the Brokerage Account; and from any and all other liability, damages, costs including legal costs and attorneys' fees, taxes and penalties on the Custodial Account, losses and expenses (collectively, "Damages") whatsoever which may arise in connection with the Agreement or Custodial Account,

including, without limitation, claims asserted by you, except Damages arising from the gross negligence or willful misconduct of the Custodian. In no event will the Custodian be liable for consequential or punitive damages, regardless of whether such liability is based on breach of contract or tort or otherwise. The Custodian shall not be responsible for any taxes, penalties, judgments, investment losses, and expenses incurred by the Account.

The Custodian shall be under no duty to take any action other than as herein specified with respect to the Custodial Account unless the Account Owner or the Account Owner's authorized agent shall furnish the Custodian with instructions in proper form. The instructions must be actually received by the Custodian. The Custodian shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If the instructions, in the opinion of the Custodian, are unclear, or are not given in accordance with this Agreement, the Custodian shall not be liable for any loss during the period preceding the Custodian's receipt of written clarification of the instructions.

Article XVIII – Arbitration

The Account Owner and Custodian shall attempt in good faith to resolve by negotiation any dispute arising out of or relating to this Agreement. In the event that the Account Owner and Custodian are unable to resolve their dispute by negotiation, any controversy or claim arising out of or relating to this Agreement or the breach, termination, interpretation or validity therefore, including the determination of the scope or applicability of this Agreement to arbitrate, whether sounding in tort or contract, shall be settled by individual arbitration before a sole arbitrator, in accordance with the laws of the State of Illinois for agreements made in and to be performed in that State. If the Account Owner files arbitration against the Custodian, the proceedings and hearings in the case shall take place only in Chicago, Illinois if the amount of the claim is \$75,000 or more; and the proceedings and hearings in the case shall take place only in the city with a United States District Court nearest to the residence of the Account Owner if the amount of the claim is less than \$75,000. If the Custodian files arbitration against the Account Owner, the proceedings and hearings in the case shall take place only in the city with a United States District Court nearest to the residence of the Account Owner. The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. Disputes will not be resolved in any other forum or venue. The parties agree that any arbitration will be conducted by a retired judge who is experienced in dispute resolution, pre-arbitration discovery will be limited to the greatest extent provided by the rules of JAMS, the arbitration award will not include factual findings or conclusions of law, and no consequential or punitive damages will be awarded. The arbitrator shall have no power or authority to render any award or issue any order at any time except as permitted in this Agreement. Notwithstanding any other rules, no arbitration proceeding brought against the Custodian will be consolidated with any other arbitration proceeding without the Custodian's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction for this limited purpose only., The arbitrator shall have the authority to award reasonable attorneys' fees and costs, including the costs of the arbitration, to the prevailing party. The Account Owner agrees that the Account Owner may only bring claims and disputes to arbitration only in his or her individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The prevailing party in any judicial

motion to compel arbitration or confirm an arbitration award rendered pursuant to this paragraph shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-moving party.

Article XIX – Administrative Expense and Custodian Fees

1. All reasonable costs, charges, expenses, and taxes incurred by the Custodian in the administration of the Custodial Account (including legal fees and compensation of other agents) and such compensation as provided for in the Custodian's then current IRA fee schedule applicable to the Custodial Account, payable to the Custodian may be charged to and paid from the Custodial Account by the Custodian or the Custodian's fees and expenses may be paid by the Account Owner. The Account Owner may not pay brokerage fees and other types of expenses, including fees and expenses in connection with the Brokerage Account, without the risk that such payments constitute contributions to the Account. The Account Owner acknowledges that the Account Owner has had the opportunity to review the Custodian's IRA fee schedule. The Custodian shall not be required to give prior notice to the Account Owner regarding a change in the fee schedule for this Account. Custodian shall have the authority to liquidate any and all of Account Owner's Custodial Account investments, including those held in the Brokerage Account, at its discretion in order to cover any unpaid fees and expenses due and the Account Owner agrees not to hold the Custodian liable for any adverse consequences that result. The Custodian reserves the right to discount any of its fees within its discretion to certain account owners without notice thereof to the Account Owner.

2. Account Owner acknowledges and agrees that fees due the Custodian are to be collected and paid in manner provided for in the Custodian's IRA Application signed by the Account Owner. Paragraphs 3 and 4 of this Article XIX deal with the Account Owner's selected method of paying Custodian fees which are not invoiced to the Account Owner or remain unpaid in response to an invoice sent to the Account Owner. Fees due the Custodian which are not paid in a timely manner may be charged directly to the Custodial Account, which may require the transfer of funds and/or the sale of assets from the Brokerage Account.

3. If the Account Owner has furnished the Custodian with a valid credit card account and information, the Account Owner authorizes the Custodian to charge its fees and expenses as provided in this Article XIX. Custodian shall charge its establishment fee and the Annual Account Fee and, if any, the Annual Holding Fee Per Asset to the credit card account. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be charged to the credit card account. The Account Owner acknowledges that credit card fees and other terms in accordance with the issuer's agreement that governs the use of the credit card account apply to charges by the Custodian, and agrees that issues concerning such credit card account must be raised with the credit card account issuer and not with the Custodian. If such credit card account expires or otherwise ceases to be valid, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with another credit card account or the required information to debit the Account Owner's checking account, and the Custodian will be authorized to charge or debit such credit card account or checking account for all fees and reimbursable expenses. If a charge cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XIX.

4. If the Account Owner has furnished the Custodian with the Account Owner's bank account information, the Account Owner authorizes the Custodian to debit such bank account its fees and expenses as provided in this Article XIX. Custodian shall debit such bank account for its establishment fee and the Annual Account Fee and, if any, the Annual Holding Fee Per Asset. Other fees, including but not limited to the termination fee and transaction fees and reimbursable expenses will normally be taken against cash in the Account. However, to the extent cash is not then available, any fee or reimbursable expense may be debited to such bank account. The Account Owner acknowledges that there may be charges or fees involved with debiting such bank account pursuant to the terms that govern the use of the bank account, and agrees that issues concerning such bank account must be raised with the bank and not with the Custodian. If the designated bank account is closed for any reason, the Account Owner shall immediately so inform the Custodian and shall provide the Custodian with a valid credit card account or the required information to debit another of the Account Owner's bank accounts, and the Custodian will be authorized to charge or debit such credit card account or bank account for all fees and reimbursable expenses. If a debit cannot be consummated, Custodian may take such amount from the cash then held in the Account or take any other action authorized in this Article XIX.

Article XX – Removal and Appointment of Successor Custodian

Any Custodian or Successor Custodian may resign upon giving thirty (30) days prior written notice to the Account Owner or, if the Account Owner is then deceased, to the beneficiaries hereunder. Any Custodian or Successor Custodian may be removed by the Account Owner upon giving thirty (30) days prior written notice to the Custodian. The appointment of a Successor Custodian and transfer of the Custodial Account assets shall be accomplished by the Account Owner delivering a written instrument to the retiring Custodian in a form acceptable to the Custodian either directing distribution of the assets in the Account directly to the Account Owner or with the acceptance of the Successor Custodian endorsed thereon. The Successor Custodian so appointed by the Account Owner shall be a bank, trust company or person approved by the Secretary of the Treasury of the United States to hold and administer assets comprising an Individual Retirement Account.

The retiring Custodian (resigning or removed) shall continue to hold and exercise the powers conferred in the Agreement necessary for the transfer and delivery of the custodial assets to the Account Owner or Successor Custodian. The retiring Custodian shall also be entitled to withhold from the custodial assets such reasonable amounts as it may deem necessary to provide for any compensation due it, to pay taxes, including any withholding or early withdrawal penalties, plus expenses incurred in the termination, transfer and delivery of the custodial assets to the Successor Custodian or Account Owner, and amounts for taxes or other liabilities as may be chargeable against the Custodial Account. The retiring Custodian shall be reimbursed by the Account Owner or his Successor Custodian for any deficiency in the amounts so withheld if they prove to be insufficient for such settlement of accounts. The retiring Custodian reserves the right to withhold reasonable fees and expenses for handling assets received by the retiring Custodian after the Account has been closed or transferred.

The Successor Custodian shall acquire all of the powers conferred upon its predecessor, but shall not be personally liable for any act or failure to act of the former Custodian. The transfer and

delivery of the custodial assets to the Successor Custodian shall constitute a full and complete discharge and exoneration of liability for the retiring Custodian (absent fraud) unless it is so notified by Account Owner or the successor Custodian within forty-five (45) days from the date of resignation or removal of irregularities in its Custodianship. If any custodian of your Account fails to comply with certain Treasury Regulations or is not keeping records, submitting returns or sending statements as required by applicable forms or regulations, the IRS may, after notifying you, require you to substitute another custodian.

If the Account Owner fails to select a Successor Custodian or direct a distribution to the Account Owner, after the thirty (30) days written notice, the Custodian is hereby authorized: (1) to distribute the Custodial Account to the Account Owner or the beneficiaries regardless of any possible tax consequences, or (2) to appoint a successor custodian and to distribute the assets in the Account to such successor custodian.

In such cases that the value of the Custodial Account becomes worthless, or results in a negative balance, or where the account is not funded after a period of (90) days. Custodian will resign and immediately close the account by providing notice to the Account Owner. Outstanding fees will be billed to the Account Owner. Custodian will not be held liable for negative balances due to the investment decisions of the Account Owner.

Anything herein to the contrary notwithstanding, if the Custodian merges into or becomes consolidated with another entity qualified to act as an IRA custodian, or is succeeded in its business by purchase or otherwise by an entity qualified to act as an IRA custodian, then such entity shall become the Custodian of the Account Owner's IRA without the necessity of the prior approval of the Account Owner.

Article XXI – Notices

Any and all notices or other communications directed to be given to the Custodian hereunder shall not be deemed delivered until actually received by the Custodian, in writing, at its place of business. The Custodian shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this Agreement, but it shall be sufficient that such a document is delivered to it by one of the parties as herein required and that the same shall be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Custodian shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this Agreement.

Any notice provided by the Custodian to the Account Owner for any circumstance shall be sent to the last known address of the Account Owner by regular mail or, where the Account Owner has provided the Custodian an e-mail address, to the most recent e-mail address of record for the Account Owner, and for purposes of this Agreement shall be considered delivered as of the date of the mailing or e-mailing. The Account Owner shall be responsible to notify the Custodian in writing of a change of address or e-mail address.

Article XXII – Applicable Law

All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Illinois. This Agreement is subject to all applicable Federal and State laws and regulations. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Account Owner's nor the Custodian's failure

to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of such provisions, or the Custodian's right or Custodian's right thereafter to enforce each and every such provision.

Article XXIII - Account Owner's Representations

Account Owner represents and warrants that any information you have given or will give with respect to this Custodial Account is complete and accurate. Further, Account Owner agrees that any directions Account Owner or Account Owner's authorized agent give the Custodian, or any actions Account Owner or Account Owner's authorized agent take will be proper under this Agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be responsible for losses of any kind that may result from such directions to the Custodian or from the Account Owner's actions, or the Account Owner's authorized agent's actions, or failures to act of both. Account Owner agrees to reimburse the Custodian for any losses the Custodian may incur as a result of such directions, actions or failures to act.

Article XXIV– Employer Contributions

If the Account Owner's Custodial Account is the type of IRA which may receive contributions from the Account Owner's employer, the Custodian shall not be liable for any losses, damages, costs, penalties or expenses incurred as a result of the failure of the Account Owner's employer of to make any contributions to the Custodial Account required under Account Owner's IRA plan. The Custodian is not responsible for monitoring the employer's contributions to your Custodial Account or notifying Account Owner of the employer's contributions. If applicable, the Account Owner is responsible for contacting the employer regarding its contributions and monitoring those contributions.

Article XXV – Third Party Actions

The Custodian shall not be liable to the Account Owner for any statements, representations, actions or inactions of any broker or other salesperson or principal of any investment purchased for this Custodial Account.

Article XXVI – Custodian Not Responsible for Brokerage Firm or Any Investment

Account Owner acknowledges and agrees that by signing the Custodian's IRA Application and thus agreeing to the terms of this Agreement: (i) Account Owner has directed the Custodian to establish for the Custodial Account with the Custodian the Brokerage Account at Brokerage Firm as specified in the Custodian's IRA Application; (ii) the decision to use the specified Brokerage Firm was made solely by the Account Owner; (iii) the Custodian did not recommend the Brokerage Firm or offer advice on the use of the Brokerage Firm; (iv) the Custodian is separate and independent from and is not affiliated with the Brokerage Firm; (v) the Custodian shall have no liability for the performance, conduct, actions or inaction of the Brokerage Firm, its officers, directors, employees or agents; (vi) the Custodian shall have no duty to and does not supervise or review the actions of the Brokerage Firm or its compliance with regulations and rules applicable to the Brokerage Firm; and (vii) any investment made or held in the Custodial Account, including investments made and held in the Brokerage Account.



Information on Federal Tax Law for Traditional IRAs

This Traditional Individual Retirement Account ("IRA") Disclosure Statement is a summary of the requirements for the Millennium Trust Company, LLC IRA, pursuant to Internal Revenue Service ("IRS") Regulations which require that the information contained herein be given to individuals for whom an IRA is established. By executing the Adoption Agreement, you acknowledge receipt of this Disclosure Statement. The Account Owner has executed the Traditional Individual Retirement Account Custodial Agreement by the execution of the Adoption Agreement referred to herein.

Terms defined in the Traditional IRA Custodial Agreement have the same meaning in this Disclosure Statement.

Item I – The Right to Revoke the Account

You have the right to revoke this account within seven days of the date this Individual Retirement Account is established. If you exercise this right you are entitled to a return of the amount contributed to the IRA without penalty, service charge or administrative expense. If you do not exercise this right within seven days of the date above it is assumed that you will have accepted the terms and conditions of the Individual Retirement Account you have established. To revoke this account simply notify the Custodian in writing. Written notices must be sent by first class mail and will be accepted as the date such notice is postmarked.

Item II – IRA Contributions

You can make annual contributions to an IRA up to the annual limit, or 100 percent for your compensation or earned income, whichever is less. The annual contribution limit is \$5,000 in 2012 and \$5,500 for 2013.

If you and your spouse both work and have compensation that is includable in your gross income, each of you can annually contribute to a separate IRA up to the lesser of the annual limit or 100 percent for compensation or earned income. If each of you has at least the annual limit in compensation or earned income, each of you may make the maximum contribution to your IRA, a total of up to twice the annual limit on IRA contributions for the couple (in other words, \$10,000 for 2009 and thereafter for the two IRAs). Contributions to a spousal IRA need not be equally divided between spouses, but no contribution is allowed for annual contributions on behalf of either spouse that exceed the annual limit.

If you are age 50 or older you may make special catch-up contributions to your IRA for that year. From 2006 on, the maximum catch-up contribution is \$1,000 per year. If you are over 50 by the end of a year, your catch up contribution is added to your annual contribution limit for that year.

No contribution shall be allowed under the individual retirement account with respect to any qualified retirement contribution which is made for a taxable year of an individual if such individual has attained age 70½ before the close of such taxable year. Contributions to your IRA for a tax year must be made on or before the due date (not including extensions) for your Federal income tax return for that tax year (April 15 for most individuals).

Item III – Deductibility of Contributions

You may deduct the full amount of your IRA contribution up to the annual maximum limit if neither you nor your spouse are not an "active participant" in an employer-sponsored retirement plan (including qualified 401(k), profit sharing plan, Simplified Employee Pension (SEP) plan, SIMPLE IRA, or SIMPLE 401(k) plan, tax-sheltered annuity plan, and certain governmental plans) for any part of such year. If you are not sure whether you are covered by an employer-sponsored retirement plan, check with your employer or check your form W-2 for the year in question.

If you are an "active participant" the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) for the tax year for which the contribution is made. Individuals are considered to be "active participants" for a year if at any time during the year they are covered by any employer plan under which contributions are made to their accounts (including a required or voluntary employee contribution by the individual) or under which they are eligible to earn pension benefit credits. You are not considered an active participant if you are covered in a plan only because of your service as (1) an Armed Forces Reservist, for less than 90 days of active service, or (2) a volunteer firefighter covered for firefighting service by a government plan. Also, if you are married, you will not be treated as an active participant in an employer-sponsored retirement plan solely because your spouse is an active participant in such a plan if you are not an active participant yourself.

If you are an "active participant" in an employer-sponsored retirement plan, you may deduct IRA contributions for 2013 based upon the following. You may take a full deduction up to the amount of your contribution limit in the following situations: a) your filing status is single or head of household and your MAGI is \$59,000 or less, or b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is \$95,000 or less. You may take a partial deduction in the following situations: a) your filing status is single or head of household and your MAGI is more than \$59,000 but less than \$69,000 (up from \$58,000 and \$68,000 in 2012), b) your filing status is married filing jointly or qualifying widow(er) and your MAGI is more than \$95,000 but less than \$115,000 (up from \$92,000 and 112,000 in 2012), or c) your filing status is married filing separately and your MAGI is less than \$10,000. You may not take a deduction in the following situations: a) your filing status is single or head of household and your MAGI is \$69,000 or more, b) your filing status is married



filing jointly or qualifying widow(er) and your MAGI is \$115,000 or more, c) your filing status is married filing separately and your MAGI is \$10,000 or more. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the "Single" filing status. To determine the amount of partial deductions, refer to IRS Publication 590.

If you are not an "active participant" in an employer-sponsored retirement plan, you may deduct IRA contributions for 2013 based upon the following. If you are single, head of household, or a qualifying widow(er) you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly or separately with a spouse who is not covered by a plan at work, you may take a full deduction up to the amount of your contribution limit. If you are married filing jointly with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is \$178,000 or less, you may take a full deduction up to the amount of your contribution limit, b) if your MAGI is more than \$178,000 but less than \$188,000, you may take a partial deduction (up from \$173,000 and \$183,000 in 2012), and c) if your MAGI is \$188,000 or more then you may not take a deduction. If you are married filing separately with a spouse who is covered by a plan at work, your deduction depends upon your MAGI as follows: a) if your MAGI is less than \$10,000 then you may take a partial deduction, or b) if your MAGI is \$10,000 or more then you may not take a deduction. If you file separately and did not live with your spouse at any time during the year, your IRA deduction is determined under the "Single" filing status. To determine the amount of partial deductions, refer to IRS Publication 590.

Item IV – Nondeductible Contributions

Even if you are above the threshold level and thus may not take a deduction on your contribution, you may still contribute up to the lesser of 100% of compensation or \$5,000 to your IRA for 2012 and \$5,500 for 2013. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution on Form 8606 which you file with your federal income tax return. No deduction is allowed with respect to a rollover contribution (the tax free transfer of retirement funds from one retirement plan to another).

If your employer has adopted a Simplified Employer Pension (SEP) plan, your employer may make a SEP contribution on your behalf into this SEP-IRA up to the lesser of a) 25 percent of your compensation (\$250,000 maximum for 2012 and \$255,000 maximum for 2013) or b) \$50,000 for 2012 and \$51,000 for 2013. This limit is a per employer limit. Therefore, if you work for more than one employer who maintains a SEP plan, you may receive from each employer up to the lesser of a) 25 percent of your compensation (\$250,000 maximum for 2012 and \$255,000 maximum for 2013) or b) \$50,000 for 2012 and \$51,000 for 2013. Your employer may contribute to this SEP-IRA or any other SEP-IRA on your behalf under a SEP plan even if you are age 70½ or over, and even if you are covered under a qualified plan of another employer for the year.

You may withdraw an IRA contribution made for a year any time until your tax return filing deadline, including extensions. If you do so, you must withdraw the earnings attributable to that portion and report the earnings as income for the year for which the contribution is not deductible. You may decide either to withdraw the nondeductible amount, or in the alternative you may leave it in the IRA and designate that portion as a nondeductible contribution on your tax return for the previous year (adjusted by any outstanding rollovers).

Item V – Excess Contributions

If you contribute more than your allowable amount in any one year, you can take care of the excess amount in one of two ways:

(1) You can apply the excess amount to contributions for a later year. You can eliminate the excess by contributing less than the maximum amount allowed to your IRA in a later year. If you apply the amount of the excess contribution to a later year, you will be required to pay a 6 percent penalty tax on the amount of the excess contribution for the year in which the excess contribution was made. If you decide to apply the excess contribution over several years, you will pay the 6 percent penalty tax on the amount of the excess contribution that remains after each year.

(2) You can remove the excess amount. If you remove the excess amount, the timing of the removal and the amount of the excess contribution determine how you are taxed. You can avoid the 6 percent penalty tax if you remove the excess plus any other income earned on the excess amount before the due date for filing the tax return for the year. You will have to pay a 10 percent penalty tax on any gains or earnings earned on the excess removed, unless you are older than age 59½ or are permanently disabled. If you decide to remove the excess contribution, any interest or other income earned on the excess will be taxable to you for the year in which the excess contribution was made. If you remove the excess after the due date for filing your taxes for that taxable year, you will have to pay a 6 percent penalty tax on the entire excess amount. Any earnings on the excess amount will remain in the IRA.

Item VI – IRA Distributions

You can take money out of your IRA at any time. However, if you withdraw any of the funds in your IRA before age 59½, the amount includible in your gross income is subject to an IRS 10% non-deductible premature distribution tax unless the distribution meets an IRS exception. This 10% premature distribution tax does not apply to the portion of your IRA distribution that is not includible in your gross income (for example, amounts treated as a return of non-deductible contributions made to your IRA). The premature distribution penalty tax will be waived for participants under age 59½ for certain medical or educational expenses, and first home purchases. You should consult with your tax advisor regarding these specific exemptions from penalty.

Item VII – Required Minimum Distribution

Traditional IRAs are subject to IRS required minimum distribution (RMD) rules starting when you reach age 70½. In the year you reach age 70½, you are required to receive minimum distributions from your IRA. If you have not withdrawn the total amount held in your IRA by April 1 following the year in which you reach 70½ (your required beginning date), you must commence minimum withdrawals in order to avoid penalty taxes. A minimum distribution for each subsequent year must be withdrawn by December 31 of that year. For example, if you reach age 70½ during 2006, you must withdraw the required minimum distribution for 2006 by April 1, 2007, you must withdraw the required minimum distribution for 2007 by December 31, 2007, the required minimum distribution for 2008 by December 31, 2008, etc.

2009 Waiver on RMDs: On December 23, 2008 President Bush signed into law *The Worker, Retiree, and Employer Recovery Act of 2008*. This Act waives 2009 RMDs for IRAs. The Act does not waive the 2008 RMD due by April 1, 2009.

If you maintain more than one Traditional IRA, you must calculate the RMD separately for each. However, you may withdraw the RMD amount from any of your Traditional IRAs. Upon request, the Custodian will provide you with a calculation of the amount of your RMD with respect to your IRA for that calendar year.

If you fail to withdraw the required minimum for a year, you will have to pay a penalty tax. The penalty tax is 50% of the difference between the minimum withdrawal amount and your

actual withdrawals during a year. You should consult your own tax or financial advisor with regard to the calculation of the amount of your minimum distribution each year because it is your responsibility to make sure that this requirement is met. The Custodian is not required to advise you about RMDs and will process a withdrawal from your IRA only in accordance with your specific instructions.

Item VIII – Rollover IRA Rules

A rollover is the distribution of cash or other assets from your retirement plan or IRA to you, which you subsequently roll over to another retirement plan or IRA. The amount you roll over maintains its tax-deferred status until it is distributed to you. You may take a distribution from all or part of the assets from an IRA and move them to another IRA. Rollover elections are irrevocable. The Custodian shall not be responsible for determining whether you made a proper rollover contribution but the Custodian may request a certification that the funds represent a qualified rollover to ensure the accuracy of the Custodian's records.

(1) Rollover from a Traditional IRA to another Traditional IRA

If you have a Traditional IRA, you can withdraw all or part of the amount in that account and rollover all or part of the amount withdrawn to another Traditional IRA. The amount rolled over will not be subject to federal income tax (or the 10% premature withdrawal penalty) if you complete the rollover within 60 days after the withdrawal. Generally, IRA assets may be rolled over only once a year.

(2) Rollover from a Traditional IRA to a Roth IRA

You can convert amounts from a Traditional IRA (including SEP and SIMPLE-IRA) to a Roth IRA. If you are age 70½ or older, the amount of your required minimum distribution from a Traditional IRA also does not count toward the MAGI limit to determine if you are eligible to convert. If eligible, you can withdraw all or part of your Traditional IRA and roll it over into a Roth IRA within 60 days of receipt. You will owe taxes on the portion of the conversion that represents the earnings and contributions distributed from the Traditional IRA that were not previously taxed. The amount you convert will be taxable in the year the rollover is made, except in 2010 you may choose to apply the taxes to 2011 and 2012. The 10 percent penalty tax does not apply to amount converted.

(3) Rollovers from Employer-Sponsored Plans

If you receive a lump-sum distribution, qualifying partial distribution or termination distributions from a qualified retirement plan, you may roll over all or part of the amount received to an IRA. Generally, rollovers cannot be made more than once in one year. Such rollover to an IRA must be made within 60 days of receipt of the distribution. Rollovers from employer-sponsored plans may be made by rolling the same property into the IRA, or liquidating the property and rolling over the proceeds. Due to the complex nature of the legal definitions of lump-sum distributions, qualifying partial distribution or termination distribution, any individual wishing to take advantage of the rollover rules should seek advice from his tax advisor as to how these rules work.

(4) Conduit IRA (Rollover)

A conduit IRA is an IRA which contains only qualified total distributions from qualified plans, annuities, and 403(b) plans. The IRA is then used as a "holding account" until you subsequently roll that IRA back into another qualified plan, annuity or 403(b) plan. In order to take advantage of this conduit treatment, you must establish a separate IRA plan into which only the qualified total distribution will be rolled over. When you

decide to roll the conduit IRA back into a qualified or 403(b) plan, the entire balance in the IRA plan must be rolled. Any amounts not rolled back into a qualified plan will be taxed at ordinary income tax rates. Surviving spouses are eligible to utilize the conduit IRA.

Item IX – Prohibited Transactions

If you or your beneficiary engage in a prohibited transaction with the account, as described in IRC Section 4975, the account (or the portion of the account engaged in the prohibited transaction) will lose its exemption from tax and then you must include the fair market value of the amount involved in the prohibited transaction in your gross income for the year during which the prohibited transaction occurred in addition to any regular income tax that may be payable. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction. The Custodian reserves the right to request certification from you that the direction provided by you does not create a prohibited transaction. If such certification is not forthcoming, the Custodian reserves the right to take whatever action it deems within its discretion to be appropriate, including but not limited to resigning from the account and/or distributing the assets. Not requesting such a certification regarding a transaction is not a determination that a prohibited transaction does not exist.

Item X – Beneficiaries

You can name one or more beneficiaries to whom the balance of your IRA will be paid when you die. To do so, just fill out the designation of beneficiary form provided by the Custodian. Your designation of beneficiaries will not be effective until received and accepted by the Custodian.

You should review your designation periodically, especially if there is a change in your family status such as marriage, divorce, death of a family member or birth or adoption of children. You may change your beneficiary at any time by filling out a new form and sending it to us. You can use a new designation to revoke your prior designation in whole or in part.

If the IRA continues after your death, your beneficiary has the same right to name beneficiaries as you had before your death. If you do not name beneficiaries, or if all your beneficiaries die before you or disclaim, the Custodian will pay your IRA to your spouse first, if she survives you. If you have no spouse who survives you, then the money will go to your children who survive you in equal shares. If you have no children who survive you, the assets in your IRA will be paid to your estate.

Item XI – Self-Direction Requirements

Under the Millennium Trust Company, LLC Individual Retirement Account Agreement, you are required to direct the Custodian with respect to the investment of funds in your account. In the absence of direction from you or your authorized agent, the Custodian will not make or dispose of any investments or distribute any funds held in the account, except Custodian may liquidate assets, chosen in the Custodian's sole discretion, to pay fees and expenses, including the Custodian's fees and expenses. The Custodian has no power or duty to question or investigate any investment direction, purchase or sale from you or your authorized agent, as to a specific investment or the IRA's overall portfolio, to review any investments held in the account or to make any suggestions to you with respect to the investment, retention, or disposition of any asset in the account. The Custodian will not be liable for any loss of any kind which may result by reason of any action taken by it in accordance with direction from you or your designated agent, or by reason of any

failure to act because of the absence of any directions. The Custodian may resign rather than execute an investment direction if it determines in its discretion that the investment would not be administratively feasible.

The assets in your IRA will be invested only in accordance with directions received from you or your designated Investment Agent. Millennium Trust Company, LLC offers no investment management, recommendations, or investment advice as to which investments may be best for your IRA. As Custodian, Millennium Trust Company, LLC accepts custody of a wide range of different types of assets. The fact that Millennium Trust Company, LLC accepts custody of an asset does not constitute an endorsement of that asset or the entity or principals which/who sell or manage such assets. You alone are responsible to do the appropriate investigation of the investment, entity and principals involved before you invest. Likewise, you alone are responsible for continuing oversight for all your investments. Growth in value of the retirement account is neither guaranteed nor projected, and depends entirely on the success of your investment strategy. The profits and/or losses of each individual retirement account are allocated to that account. Your fees are for custodial and administrative services.

Item XII – Approved Form

The Millennium Trust Company, LLC Individual Retirement Account is treated as approved, as to the form, by the Internal Revenue Service since it utilizes precise language of Form 5305-A, currently provided by the Internal Revenue Service, plus additional language permitted by such form. The Internal Revenue Service approval is a determination only as to the form of the account, and does not represent a determination of the merits of the account.

The provisions of the Individual Retirement Account Custodial Agreement and this Disclosure Statement shall be construed and interpreted under the laws of the State of Illinois.

Item XIII – No Tax Advice

This Disclosure Statement together with the Agreement should answer most questions concerning the IRA. However, the fact that IRA state tax laws vary should be noted by you. If you have additional questions regarding IRAs, you should consult your tax advisor or attorney. Also, you may obtain additional information regarding IRAs from any District Office of the IRS. See in particular IRS Publication 590 (Individual Retirement Arrangements). Millennium Trust Company, LLC does not render tax or legal advice.

Item XIV - Fee Disclosure, Referral Fees, Fund Custodian

In connection with the IRA, you agree to pay the fees set forth on the accompanying IRA Fee Schedule. The services and fees on the IRA Fee Schedule can be changed or additional fees added from time to time without notice to you.

The Custodian may pay a referral fee, one time or recurring, to brokers, financial institutions, investment sponsors, and other entities or individuals, which/who referred you/your Account to the Custodian.

In addition to acting as custodian for your IRA, the Custodian may act as custodian for various privately placed hedge funds and other pooled investments (each a "Fund"). If you direct an investment in your IRA into such a Fund, the fact that Millennium Trust Company is the Fund's custodian is required to be disclosed to you by that Fund. In that situation, both your IRA statement and your statement from the Fund's custodian as to the assets held by the Fund will come from Millennium Trust Company.

Item XV - Privacy Disclosure

The mission of the Custodian is to meet the desires of our customers. As a financial services professional entrusted with sensitive financial information, the Custodian respects the privacy of customers and is committed to treating customer information responsibly. The applicable Customer Information Privacy Principles serve as standards for all employees for the collection, use, retention, and security of individual customer information.

Item XVI - Information the Custodian Collects About You

The Custodian collects nonpublic information about you from the following sources:

- Information the Custodian receives from you on applications or other forms,
- Information about your transactions with the Custodian, our affiliates, or others.

Item XVII - No Disclosures Outside of Exceptions

The Custodian does not reveal specific information about your IRA or other personally identifiable data to outside parties for their independent use unless: 1) the information is provided to help complete a transaction initiated by you; 2) the information is provided to a reputable credit bureau or similar information reporting agency; (3) the information goes to, agents, vendors, and service suppliers in connection with the services they supply to the IRA; 4) you request or authorize disclosure; and 5) the disclosure otherwise is lawfully permitted or required. The Custodian does not provide account or personal information to outside companies for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services of those companies.

Item XVIII - Confidentiality and Security

The Custodian restricts access to nonpublic personal information about you and the Custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the IRA. Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Item XIX - Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an IRA, you will be asked for your name, address, date of birth and other information that will allow the Custodian to identify you.

Item XX - Acknowledgement

By signing the IRA Adoption Agreement document, you acknowledge the opening of the account and agree to be bound by the terms of the Traditional Individual Retirement Account Custodial Agreement including this Disclosure Statement. You agree to read and abide by this Traditional Individual Retirement Account Custodial Agreement, including this Disclosure Statement, and the Privacy Policy included herein. Although not a part of the IRA application process, you authorizes the Custodian to make inquiries from any consumer reporting agency or other personal information agency or service, including a check protection service, in connection with this IRA, if deemed necessary at a future time.



2001 Spring Road, Suite 700
 Oak Brook, IL 60523
 630.368.5600 Telephone
 630.368.5699 Fax
 www.mtrustcompany.com

PRIVACY POLICY

FACTS WHAT DOES MILLENNIUM TRUST COMPANY LLC DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> > Social Security number and information received from you on applications or other forms > account balances and transactions <p>When you are <i>no longer</i> our client, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Millennium Trust Company (Millennium) chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Millennium Share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes —information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call Millennium Trust Company at 800.258.7878.

Who we are	
Who is providing this notice?	Millennium Trust Company, LLC
What we do	
How does Millennium protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Millennium collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> > open an account or deposit money > pay fees or conduct other transactions through your account > use your credit or debit card
Why can't I limit all my sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> > sharing for affiliates' everyday business purposes—information about your creditworthiness > affiliates from using your information to market to you > sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> > Millennium has no affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> > Millennium does not share information with nonaffiliates so they can market to you
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> > Millennium doesn't jointly market
Everyday business purposes	The actions necessary by financial companies to run their business and manage client accounts, such as <ul style="list-style-type: none"> > Processing transactions, mailings and auditing services > Responding to court orders and legal investigations