



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 establish an IRA, You are required to provide Your name, residential address, date of birth, and tax identification number. Madison Trust Company may also require other information that will allow it to identify You. As part of the account opening process, Madison Trust Company may verify and validate this information using a third-party verification service.

The Accountholder whose name appears on the accompanying application (the "Accountholder" or "You") is establishing a Roth individual retirement account (Roth IRA) under sections 408(a) and 408A of the Internal Revenue Code (the "Code") to provide for his or her retirement and for the support of his or her beneficiaries after death. Madison Trust Company Inc., a South Dakota Corporation, ("Custodian") as Custodian named on the accompanying application, has given the Accountholder the disclosure statement required under Treasury Regulation ("Regulations") section 1.408-6. The Accountholder and Custodian make the following agreement (the "Custodial Agreement" or "Agreement"):

Note: Articles I through VIII of this Custodial Agreement use the language of the corresponding articles of the most recent Internal Revenue Service Roth IRA Model Custodial Agreement (Form 5305-RA), which has not yet been updated for changes to applicable provisions of the Internal Revenue Code and related laws. Those changes are reflected in the Disclosure Statement being provided to you along with this Custodial Agreement. An updated Custodial Agreement that reflects IRS revisions to the Model Custodial Agreement may be provided to you in the future.

ARTICLE I

Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For an Accountholder who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married Accountholder filing jointly, between AGI of \$186,000 and \$196,000; and for a married Accountholder filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Accountholder and his or her spouse.

ARTICLE III

The Accountholder's interest in the balance in the custodial account (the "Custodial Account") is nonforfeitable.

ARTICLE IV

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 Code section 408(a)(5)).

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

ARTICLE V

1. If the Accountholder dies before his or her entire interest is distributed to him or her and the Accountholder's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below.

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Accountholder's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Accountholder.

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

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Accountholder's death and subtracting 1 from the divisor for each subsequent year.

3. If the Accountholder's surviving spouse is the designated beneficiary, such spouse will then be treated as the Accountholder.

ARTICLE VI

1. The Accountholder agrees to provide Custodian with all information necessary for Custodian to prepare any reports required by Code sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).



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

ARTICLE VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles that are not consistent with section 408A of the Code, the related Regulations, and other published guidance will be invalid.

ARTICLE VIII

This Custodial Agreement will be amended as necessary to comply with the provisions of the Code and the related Regulations, and any such amendment may be made unilaterally by Custodian and without the Accountholder's consent. Other amendments may be made to the Custodial Agreement as set forth below in Article IX, Paragraph 29.

ARTICLE IX

1. Additional Contributions

In addition to the contributions permitted under Article I of this Custodial Agreement, the Accountholder may make, subject to the approval of Custodian:

- (a) Any other "qualified rollover contribution," within the meaning of and in accordance with Code section 408A(e);
- (b) One or more contributions to the Custodial Account not in excess of amounts he or she has received as "qualified reservist distributions," within the meaning of Code section 72(t)(2)(G)(ii), in accordance with the provisions of that Code section;
- (c) If the Accountholder has received "qualified settlement income," within the meaning of section 504 of the Emergency Economic Stabilization Act of 2008, contributions to the Custodial Account in accordance with the provisions of that section; and
- (d) If the Accountholder is a "qualified airline employee," within the meaning of Section 125 of the Worker, Employer, and Retiree Recovery Act of 2008, contributions to the Custodial Account in accordance with the provisions of that section;
- (e) One or more contributions to the Custodial Account of amounts not in excess of the amounts he or she has received as "qualified birth or adoption distributions," within the meaning of Code section 72(t)(2)(H), in accordance with the provisions of that section; and
- (f) One or more contributions to the Custodial Account of amounts not in excess of the amounts he or she has received as "coronavirus-related distributions," within the meaning of section 2202(a) of the Coronavirus Aid, Relief, and Economic Security Act, in accordance with the provisions of that section.

2. Transfers to Custodial Account; Recharacterizations; Non-spouse Rollover Contributions

- (a) The Accountholder may direct, subject to the consent of Madison Trust that the Custodial Account accept a transfer of assets from another IRA of the Accountholder that is not a Roth IRA (within the meaning of Code section 408A). The Accountholder acknowledges that if a transfer of assets to the Custodial Account is from an IRA of which the Accountholder was a death beneficiary, (1) the minimum distribution requirements applicable to the Accountholder under Code section 401(a)(9) and the Regulations are different from the minimum distribution requirements otherwise applicable under this Custodial Agreement and (2) compliance with applicable minimum distribution requirements may depend on information not available to Madison Trust.
- (b) The Accountholder may, in a form and manner prescribed by or otherwise accepted by Madison Trust, convert all or a portion of the Custodial Account to a Roth IRA in a manner and at a time that complies with Code section 408A, the Regulations, and any other applicable guidance.
- (c) The Accountholder may direct, subject to the consent of Madison Trust, that the Custodial Account accept a rollover contribution described in Code section 402(c)(11) (relating to a distribution from an eligible retirement plan, within the meaning of that section, to a non-spouse beneficiary under that plan), provided that no other contribution is made to the Custodial Account. Notwithstanding any provision of this Custodial Agreement to the contrary, minimum distributions from a Custodial Account to which a rollover contribution described in Code section 402(c)(11) has been made shall be made in accordance with the minimum distribution requirements of the Code and Regulations applicable to such contributions. The Accountholder acknowledges that if such a rollover contribution to the Custodial Account is made (1) the minimum distribution requirements applicable to the Accountholder under Code section 401(a)(9) and the Regulations are different from the minimum distribution requirements otherwise applicable under this Custodial Agreement and (2) compliance with the applicable minimum distribution requirements may depend on information not available to Madison Trust.

3. Death Beneficiary

The Accountholder may, in a form and manner prescribed by or otherwise accepted by Custodian, designate any person, including an individual, trust, estate, charitable institution or private foundation, as beneficiary or beneficiaries who shall be paid the portion of the Custodial Account that is undistributed at the time of the Accountholder's death. The Accountholder may, in a form and manner prescribed by or otherwise acceptable to Custodian, revoke or change a previous designation of beneficiary. The designation of beneficiary last executed by the Accountholder and accepted by Custodian prior to the Accountholder's death shall be his or her effective designation of beneficiary. If at the time of the Accountholder's death the Accountholder has failed to designate a beneficiary, or if the Accountholder's designation of beneficiary is ineffective for any reason, the Accountholder's surviving spouse, if any, shall be deemed to be the Accountholder's designated beneficiary; or if there is no surviving spouse, the Accountholder's then living issue, by right of representation, shall be deemed to be the Accountholder's designated beneficiaries; or if there are none, the Accountholder's estate shall be deemed to be the Accountholder's designated beneficiary. If a former spouse of the Accountholder is designated as a beneficiary, such designation shall be deemed to have been revoked upon the termination, dissolution or annulment of the Accountholder's marriage to the former spouse, except to the extent the former spouse has been re-designated as a beneficiary after termination, dissolution or annulment. If any beneficiary to whom a distribution is to be made is reasonably believed by Custodian to be a minor or legally incompetent, Custodian, in its sole discretion, may pay all or any portion of such distribution to such individual's parent, guardian, conservator or other legal representative, or, if the individual is a minor, to an account



established for the benefit of such individual under the Uniform Transfers to Minors Act, in which event Custodian shall not be liable to any person on account of any distribution so made in good faith.

4. Custodial Account Following Death of Accountholder

- (a) If upon the death of the Accountholder, the Accountholder's surviving spouse is the sole designated beneficiary of the Custodial Account, the surviving spouse may be treated as the Accountholder.
- (b) If upon the death of the Accountholder, the Accountholder's surviving spouse is not the sole designated beneficiary of the Custodial Account, or if the surviving spouse is not treated as the Accountholder for purposes of this Custodial Agreement pursuant to the preceding Paragraph 4(a), then
 - (i) if there is more than one designated beneficiary, the Custodial Account shall be divided, in a manner consistent with the Accountholder's designation of beneficiary, into as many subaccounts as there are designated beneficiaries;
 - (ii) no additional contributions shall be made to the Custodial Account;
 - (iii) the provisions of Paragraph 2 shall apply to the Custodial Account (or the designated beneficiary's subaccount, as the case may be) for any designated beneficiary of the Accountholder ("original designated beneficiary") who is an individual and any beneficiary designated or deemed to be designated by the original beneficiary ("successor designated beneficiary") who is an individual, provided, however, that any portion of the Custodial Account (or subaccount) that is undistributed at the time of the death of the original designated beneficiary shall be distributed in accordance with the minimum distribution requirements applicable if the original designated beneficiary had not died; and
 - (iv) the provisions of this Custodial Agreement, other than the provisions of Paragraph 2(b) and 2(c) and provisions relating to required minimum distributions, shall be applicable to and binding upon any beneficiary as if the beneficiary were the Accountholder.

5. Distributions and Transfers from Custodial Account

Subject to the other provisions of this Custodial Agreement and applicable tax and other laws, Custodian shall make distributions upon request from the Accountholder or shall direct that some or all of the assets of the Custodial Account be transferred to another IRA of the Accountholder that is a Roth IRA (within the meaning of Code section 408A).

6. Authorized Representative; Interested Party

The Accountholder may designate, in a form and manner prescribed by or otherwise accepted by Custodian, a representative ("Authorized Representative") through whom Custodian shall be authorized to accept directions for the Custodial Account or designate any person ("Interested Party") who shall be authorized to access Custodial Account information (but shall not be authorized to provide directions). Custodian has no duty to determine the validity of any such designation or any instrument designating an Authorized Representative or Interested Party. The Accountholder shall be solely responsible for selecting, instructing and monitoring the Authorized Representative or Interested Party. It is solely Accountholder's responsibility and duty to perform any due diligence with regard to any Authorized Representative or Interested Party that You designate. No Authorized Representative or Interested Party shall be treated for any purpose as an employee, agent, or affiliate of Custodian, or as controlled, approved, recommended, or endorsed by Custodian, and Custodian shall be entitled to all the same protections and indemnities in its reliance upon and execution of the directives of such Authorized Representatives and Interested Parties as if such directives were given by You. Custodian may construe each written or oral direction provided by the Authorized Representative as having been duly authorized by the Accountholder. The Accountholder may remove an Authorized Representative or Interested Party by written notice to Custodian, provided, however, that removal of an Authorized Representative shall not have the effect of canceling any notice or direction received by Custodian from the removed Authorized Representative before Custodian has received written notice of removal and has had a reasonable opportunity to implement cancellation.

7. Accountholder's Sole Responsibility for Investments and Transactions

- (a) Accountholder represents and warrants to Custodian that any information You have given or will give Custodian with respect to this Agreement, the Custodial Account, or the Application is complete and accurate. Further, Accountholder agrees that any directions You give us, or action You take with respect to the Custodial Account will be proper under this Agreement, and that Custodian is entitled to rely and/or act upon any such information or directions upon receipt, whether provided by You, an Authorized Representative, or an Interested Party. Custodian shall not be responsible for losses of any kind that may result from Your, an Authorized Representative's, or an Interested Party's directions to Custodian, or from Your, an Authorized Representative's, or an Interested Party's actions or failures to act, and You agree to reimburse and indemnify Custodian for any loss Custodian may incur as a result of such directions, actions, or failures to act.
- (b) Custodian has the right to assume that any document You, an Authorized Representative, or an Interested Party submit relative to the Custodial Account is enforceable, authorized, and approved by You. You agree that Custodian is not liable for any damages as a result of Custodian accepting a document that we believe is authorized and approved by You.
- (c) Accountholder represents to Custodian that any loss sustained in the Custodial Account will not affect Your retirement income standard, and if a mandatory distribution arises, You will have the ability through the Custodial Account or other retirement accounts to meet any mandatory distribution requirements.
- (d) Accountholder (or the Accountholder's Authorized Representative) may direct Custodian to invest or transact Custodial Account assets in any lawful investment or transaction acceptable to Custodian, in a format prescribed by or otherwise acceptable to Custodian. Cash balances in the Custodial Account for which no investment instructions have been received shall be subject to the provisions of Paragraph 11 below.



- (e) Account holder shall be solely responsible for selection of any investment of the assets in the Custodial Account, and You are solely responsible for:
- (i) determining the benefit, prudence, risk, legality, and tax and other consequences of, and to perform any “due diligence” or other investigation with respect to, each investment or transaction involving Custodial Account assets;
 - (ii) monitoring the performance of and transactions involving Custodial Account investments;
 - (iii) determining whether any investment or transaction involving the Custodial Account or its assets is a prohibited transaction under Code section 4975, generates unrelated business taxable income or unrelated debt-financed income under Code sections 512 or 514, is a reportable or listed transaction described in Code section 6707A, or may result in any other tax or adverse consequence;
 - (iv) ensuring the receipt of amounts to which the Custodial Account is entitled and taking actions, including the filing and prosecuting of legal actions, as may be in the interest of the Custodial Account; and
 - (v) defending, and bearing or having the Custodial Account bearing the cost of defending, claims brought against the Custodial Account or its assets.
- (f) Custodian acts solely as a passive custodian to hold IRA assets, and Custodian has no discretion to direct any investment in the Custodial Account. Accordingly, Custodian is not a fiduciary (as said term is defined in the Internal Revenue Code, ERISA, or any other applicable federal, state, or local laws) with respect to Account holder or the Custodial Account.
- (g) It is not Custodian’s responsibility or duty to review the prudence, merits, viability or suitability of any investment directed by You or Your Authorized Representative or to determine whether the investment is suitable for You or acceptable under ERISA, the Code, or any other applicable law.
- (h) Custodian does not offer any investment advice, nor does Custodian endorse any investment, investment product or investment strategy; and Custodian does not endorse any investment advisor, representative, broker, or other party selected by You. Custodian has no responsibility or duty to question any investment directions given by You or by any Authorized Representative appointed by You.
- (i) Custodian does not provide legal or tax advice with respect to Your investments or the Custodial Account.
- (j) Account holder acknowledges and understands that certain transactions are prohibited in IRAs and qualified retirement plans under Section 4975 of the Internal Revenue Code (a “prohibited transaction”). Account holder further understands that the determination of a prohibited transaction depends on the facts and circumstances that surround the particular transaction. A prohibited transaction can occur with an improper use of the IRA such as a transaction involving a “disqualified person”, which is defined in the Code. If the Custodial Account contains a prohibited transaction, the Custodial Account may lose its non-taxable status and a taxable distribution and penalty may result. Custodian has no responsibility or duty to make a determination as to whether any investment or transaction is a prohibited transaction. Rather, You are solely responsible for consulting with Your own tax or legal professional to ensure that none of Your IRA investments constitute a prohibited transaction. By submitting an investment for processing, You affirm that the investment does not constitute a prohibited transaction and that it complies with all applicable federal and state laws, regulations and requirements. Custodian reserves the right, however, to not process a transaction, resign from the Account, or issue a distribution if, in its sole discretion, it believes that a transaction in the Custodial Account may constitute a prohibited transaction. Custodian has no duty to inform You that Your transaction is or could lead to a prohibited transaction, nor does it have any responsibility or duty to conduct any due diligence regarding whether Your investment is or could lead to a prohibited transaction.
- (k) By performing services under this Agreement, Custodian is acting at Your direction and on Your behalf. Custodian shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to IRAs. Custodian may employ agents and organizations for the purpose of performing administrative or other custodial-related services with respect to the Custodial Account for which Custodian otherwise has responsibility under this Agreement, and the limitations on our duties to You under this Agreement or otherwise shall also apply with respect to each agent or organization so employed.
- (l) Custodian shall be under no obligation or duty to investigate, analyze, monitor, verify title to, or otherwise evaluate any investment directed by You or Your Authorized Representative; nor shall Custodian be responsible to notify You or take any action should there be any default with regard to any investment.
- (m) Custodian is not responsible for communicating, forwarding or notifying You or any third party of any information which Custodian receives pertaining to Your investments, the Custodial Account, or relationships. For example, Custodian has no duty or obligation to notify You with respect to any information, knowledge, irregularities, or other concerns relating to Your investment, the Custodial Account, or Your investment advisor, broker, agent, promoter, or Authorized Representative. Any failure of Custodian to communicate such information to You shall not result in any liability on Custodian.
- (n) The Account holder confirms that any assets to be transferred into the Custodial Account shall not include any illegal or impermissible investments under South Dakota law, the law of the states where such assets are located, and/or federal law. The Account holder further confirms that the Custodial Account will not hold or engage in transactions involving illegal holdings while the Custodian serves as custodian, and should the Custodial Account ever come to hold an illegal or impermissible investment under South Dakota law, the law of the states where such assets are located, and/or federal law, the Account holder will notify the Custodian immediately. In such event, and at the sole discretion of the Custodian, such assets may be distributed out of the Custodial Account directly to the Account holder.
- (o) Account holder acknowledges that:
- (i) Custodian reserves the right to not implement certain investment or transaction directions;
 - (ii) The decision of Custodian to not implement any direction shall not be construed as a determination by Custodian regarding the benefit, suitability, prudence, risk, legality, tax, or other consequences of the directed investment or transaction; and



(iii) Any administrative review conducted by Custodian in connection with any directed investment or transaction is for the benefit of Custodian exclusively and shall not constitute or obligate Custodian to provide any opinion, recommendation, prediction, or advice regarding the directed investment or transaction, nor shall Custodian owe You or the Custodial Account any duties arising from or related to any administrative review conducted by the Custodian.

8. Accountholder's Administrative Responsibilities

The Accountholder shall be solely responsible for ensuring proper payment of any taxes, tax penalties and other liabilities, and compliance with the Accountholder's reporting obligations, in connection with contributions to, disbursements from, or investments or transactions with respect to the Custodial Account, and for the consequences of such payment (or nonpayment) or of any noncompliance with applicable reporting requirements.

Among other things, the Accountholder shall be solely responsible:

- (a) for ensuring that Custodial Account earnings intended by the Accountholder to be tax-deferred qualify for tax-deferred treatment;
- (b) for complying with applicable minimum distribution requirements;
- (c) for ensuring that contributions intended as tax-free rollover contributions, recharacterized contributions, or transfers, as the case may be, qualify as such; and
- (d) for any year that the Custodial Account has unrelated business taxable income and/or unrelated debt-financed income under Code sections 512 or 514 of more than one thousand dollars (\$1,000), for (A) obtaining a taxpayer identification number from the Internal Revenue Service (IRS) for the Custodial Account, (B) preparing on behalf of the Custodial Account and submitting to Custodian fully completed federal, state and other tax return forms, including, if applicable, requests for filing extensions, and any other documents required to be filed with the IRS or other agency in connection with such forms, at least five (5) business days before the filing deadline for each such form and (C) at the time such forms are submitted to Custodian, authorizing and directing (in writing or in any other manner acceptable to Custodian) Custodian to execute such forms on behalf of the Custodial Account and to pay with Custodial Account funds amounts the forms report as due. The Accountholder authorizes and directs Custodian to sell or liquidate assets in the Custodial Account, in reverse order of purchase, to the extent necessary to satisfy any tax deficiency with respect to the Custodial Account assessed by the IRS or other taxing authority.

9. Limited Duties of Custodian

(a) Custodian shall have no duties except for those expressly imposed under this Custodial Agreement, the Code, the Regulations, other applicable law, or the IRS. Subject to the other terms of this Custodial Agreement and applicable law, Custodian shall act as custodian of the Custodial Account, and have the duty and authority with respect to the Custodial Account to:

- (i) receive all contributions to the Custodial Account and implement the directions of the Accountholder or the Accountholder's Authorized Representative;
 - (ii) hold, purchase, sell, transfer, hypothecate, mortgage, encumber, take title to, record, and obtain title and other insurance for Custodial Account assets according to the directions of (and only if directed by) the Accountholder or the Accountholder's Authorized Representative;
 - (iii) pay insurance premiums, real property and other taxes, and other expenses associated with any Custodial Account assets, according to the directions of (and only if directed by) the Accountholder or the Accountholder's Authorized Representative;
 - (iv) reinvest all realized income from Custodial Account investments according to (and only according to) the directions of the Accountholder or the Accountholder's Authorized Representative;
 - (v) produce and furnish to the Accountholder a statement showing all contributions, investments, deductions, distributions, and other disbursements made to or from the Custodial Account; and
 - (vi) file and provide to the Accountholder reports and information required under the Code, the Regulations, or the IRS.
- (b) Custodian shall have no duty to and will not undertake to, among other things but not by way of limitation, the following:
- (i) ascertain whether any contribution to the Custodial Account is properly made under applicable provisions of the Code or otherwise;
 - (ii) determine whether the amount of contributions exceeds any limitation under the Code or otherwise;
 - (iii) determine the tax or other consequences of any distribution requested by the Accountholder or any beneficiary;
 - (iv) determine the benefit, prudence, suitability, risk, legality, or tax or other consequences of, or to perform any "due diligence" or other investigation with respect, to any directed investment or transaction;
 - (v) monitor or supervise the Accountholder's Authorized Representative or question the Accountholder's or the Accountholder's Authorized Representative's directions;
 - (vi) exercise any voting or similar rights with respect to any Custodial Account asset, except as directed by the Accountholder or the Accountholder's Authorized Representative;
 - (vii) act as an investment adviser to the Accountholder or review or provide recommendations with regard to investments or transactions involving the assets of the Custodial Account;
 - (viii) determine whether any investment or transaction involving the Custodial Account or its assets is a prohibited transaction under Code section 4975, generates unrelated business taxable income or unrelated debt-financed income under Code sections 512 or 514, is a reportable or listed transac-



tion described in Code section 6707A or may result in any other tax or adverse consequence; or

(ix) determine whether any transfer or rollover of assets to or from the Custodial Account complies with the requirements for a tax-free transfer or rollover or whether the custodian, other than Custodian, or trustee of any IRA involved in any transfer or rollover is qualified to serve as such.

(c) Custodian shall be entitled to assume, without further inquiry, the truth of any statement made, or believed by Custodian to have been made, by the Accountholder or the Accountholder's Authorized Representative. If any direction or notice provided by the Accountholder or the Accountholder's Authorized Representative is incomplete, ambiguous, or unclear, Custodian may request completion or clarification of the direction or notice and not act in accordance with the direction or notice until completion or clarification is provided. If Custodian fails to receive directions from Accountholder regarding any transaction, or if Custodian receives ambiguous directions regarding any transaction, or if Custodian, in its sole judgment, believes that any transaction requested is in dispute or is being challenged by a third party, Custodian has the right to take no action or freeze the Custodial Account until further clarification acceptable to Custodian is received from Accountholder or the appropriate government or judicial authority.

(d) Nothing in this Custodial Agreement or otherwise is intended to or shall be construed as imposing for any purpose any fiduciary status or fiduciary duty on Custodian with respect to the Custodial Account.

(e) Custodian has the right to not process or accept transactions or investments for any reason whatsoever or for no reason at all. For and only by way of example, if Custodian determines that an investment or transaction poses risk to Custodian, is no longer administratively feasible, is inconsistent with Custodian's internal practices and standards, or is beyond the scope of Custodian's administrative responsibilities, capabilities or expertise, Custodian has the right to not process the transaction or investment and to resign as Custodian of the particular asset, the Custodial Account, or both. If Custodian chooses to resign, Custodian may distribute this asset or the assets in the Custodial Account to the Accountholder at its last known value, which could subject Accountholder to fees for having to re-register the asset and process the transaction. Custodian shall have no liability for any tax, financial, or other consequences related to such distribution.

(f) A decision to not process or accept an investment should not be interpreted as Custodian endorsing or conducting due diligence on an investment, investment company, an investment strategy, an investment or asset sponsor, an investment or financial advisor, a tax advisor, a legal advisor, an Authorized Representative, or an Interested Party. Further, the decision to review any documents related to Your investment or whether to accept or not accept an investment does not impose any fiduciary duties on Custodian and should not be construed as Custodian making a determination concerning the suitability or legality of the investment. Rather, any review performed by Custodian with respect to an investment shall be solely for Custodian's own purposes of determining whether such investment poses administrative burdens on Custodian or whether accepting such investment complies with Custodian's internal policies, practices, and standards.

(g) Custodian shall use reasonable efforts to acquire or sell investments in accordance with Accountholder directions within a reasonable period of time after receiving an investment direction, and Custodian shall make reasonable efforts to notify Accountholder if Custodian is unable or unwilling to comply with an investment direction.

Subject to the foregoing, Custodian shall remit funds as directed, but has no responsibility to verify or assure that such funds have been invested to purchase or acquire the asset selected by Accountholder.

(h) The Accountholder acknowledges that Custodian does not provide any tax, legal, investment, or other advice to any person, and no communication or other act by Custodian or any of its employees or agents shall be deemed to constitute or may be relied upon as any such advice.

10. Minimum Cash Balance

The Accountholder shall maintain a minimum balance of \$500 (or such greater amount as Custodian may require upon appropriate notice to the Accountholder) of uninvested cash in the Custodial Account. Custodian, in its discretion, may elect to disregard any direction of the Accountholder or of the Accountholder's Authorized Representative to the extent necessary for such minimum balance to be maintained in the Custodial Account. Any cash in the Custodial Account in excess of such minimum balance shall be invested in accordance with the directions of the Accountholder or the Accountholder's Authorized Representative, subject to the other terms of this Custodial Agreement. In addition, Custodian may elect to resign as custodian of the Custodial Account under Paragraph 18 in the event that the cash balance in the Custodial Account is less than \$300 for a continuous period of more than 30 calendar days.

11. Uninvested Cash

(a) The Accountholder authorizes and directs Custodian:

(i) To deposit all cash for which the Accountholder has not provided investment directions into one or more of the following, as determined by Custodian: checking, savings and money market accounts; certificates of deposits; short-term government and agency obligations; and other short-term investments (collectively, "entities"), some of whom may be related to Custodian, and to retain all or a portion of the income generated by such deposits as part of Custodian's compensation for all services it performs for the Accountholder;

(ii) To enter into agreements with the entities under which Custodian shall maintain all records pertaining to the Custodial Account's interest in the entities; and

(iii) To make withdrawals from such entities for purposes of Custodial Account distributions, investments, fees and other disbursements directed or agreed to by the Accountholder or the Accountholder's Authorized Representative.

(b) The Accountholder acknowledges that such entities may include ones in which shareholders of Madison Trust have an interest although the entity will provide no benefit to the shareholder from that deposit. The Accountholder waives any conflict of interest that may result from this.

(c) The Accountholder agrees to indemnify and hold harmless each such financial organization from complying with withdrawal requests or



other directions that Custodian represents are made behalf of the Custodial Account pursuant to the preceding Paragraph (a).

12. Use of Third Parties

Custodian may engage third parties to perform services in connection with the Custodial Account or this Custodial Agreement.

The limitations on the duties of Custodian and other protections and indemnities owed to Custodian under this Custodial Agreement or otherwise shall apply also to each party so engaged.

13. Limitation of Liability; Indemnification of Custodian

(a) Custodian shall not be liable for taxes, losses, or other consequences resulting from investments made or transactions entered into in accordance with the Accountholder's or the Accountholder's Authorized Representative's directions, or for taking or failing to take any actions in reliance on the instructions or representations of the Accountholder or the Accountholder's Authorized Representative.

(b) The Accountholder shall defend, indemnify, and hold harmless Custodian, its employees, directors, shareholders, officers, agents, and representatives from and against any and all damages, losses, liabilities, claims, actions, costs, and expenses, including but not limited to attorneys' fees, court costs, and witness fees, that Custodian, or any of such persons may be subject to, incur or pay, based on, as a result of, arising out of or otherwise related in any way to: (i) this Agreement; (ii) any act of Custodian or any other such person with respect to the Custodial Account; or (iii) any claim, suit, action, or liability asserted against Custodian or any such person in connection with any act taken by Custodian or any such person pursuant to any direction from the Accountholder or the Accountholder's Authorized Representative, or for failing to act in the absence of direction satisfactory to Custodian.

14. Account Statements; Valuation of Assets

(a) It is Accountholder's sole duty to ensure that the fair market value of the asset(s) in the Custodial Account is accurate, which is set forth in Your periodic statements. Custodian shall have no responsibility or duty for determining the accuracy of any account statement information based on information provided to Custodian by the Accountholder, the Accountholder's Authorized Representative or Interested Party, or the issuer of the asset; or for the particular tax treatment of any amounts reflected on Custodian's records. Custodian shall not have any responsibility or duty to independently determine or appraise the value of any asset in the Custodial Account.

(b) Custodian shall report the value of assets held in the Custodial Account in accordance with any valuation policy as it may adopt from time to time and communicate to the Accountholder. Except as otherwise provided in any adopted valuation policy, (i) any illiquid or non-publicly traded asset held in the Custodial Account shall be valued at its cost or other value first provided to Custodian unless Custodian receives an updated statement or opinion of the asset's fair market value from the issuer of the asset or a person qualified to appraise the value of the asset, and (ii) Custodian shall have no responsibility to conduct or arrange for any appraisal of any asset or to verify any value reported to it.

(c) For all assets in the Custodial Account, Custodian neither provides a guarantee of value nor an opinion with regard to any appraisal provided by You, Your Authorized Representative, Your Interested Party, or the issuer of the asset, and Custodian assumes no responsibility for the valuations reported. You acknowledge and agree that any valuation reported may not be a true up to date market value, and may be merely an estimate of value for that asset.

(d) If Accountholder provides Custodian with information sufficient to demonstrate that an asset in the Custodial Account is subject to bankruptcy, reorganization, receivership, or similar proceedings, or is otherwise impaired, or if Custodian becomes aware of this type of information, Custodian has the right, but is not obligated and has no duty, to reduce the value of such asset or distribute the asset to You. If this is the only asset held in the Custodial Account, Custodian has the right, but is not obligated and has no duty, to devalue, distribute the asset, and close the Custodial Account.

(e) Accountholder understands and acknowledges that You have sixty (60) days from the date of mailing or the date a quarterly statement is made available to You to identify any errors or discrepancies in the statement and to object to any matter contained therein. If You fail to object to such statement within the prescribed time period, You will be deemed to have approved and accepted the statement and the accuracy of its contents as is, and Custodian shall be released and discharged from any and all liability as to all matters set forth in the statement.

15. Assignment and Alienation

Neither the Accountholder nor any beneficiary may assign, alienate, transfer or hypothecate his or her interest in the Custodial Account or any portion thereof except (i) as required by law or an order of a court of competent jurisdiction, (ii) to his or her spouse or former spouse in a transfer described in Code section 408(d)(6), or (iii) as may otherwise be expressly permitted in the Custodial Agreement.

16. Recorded Phone Lines

Custodian reserves the right to install automatic telephone recording equipment on certain telephone lines to service the Custodial Account. The Accountholder grants Custodian consent to record and play back any telephone calls between Custodian and Accountholder; provided, however, that Custodian does not have any duty to record such calls.

17. Fees and Expenses

(a) In consideration for services under this Custodial Agreement, Custodian shall be paid the fees specified on the Fee Schedule provided with this Custodial Agreement. Fees shall be charged to the Custodial Account or, at the option of the Accountholder, a credit card account as authorized by the Accountholder; provided, however, that all transaction fees associated with activities within the Custodial Account shall be charged to, and paid from, the Custodial Account only. Custodial Account fees shall be charged for any calendar quarter during which the Custodial Account is maintained by Custodian and are not prorated for partial quarters. Termination fees shall be charged upon closure of the Custodial Account. Custodian may change the Fee Schedule at any time, with any such change



being effective upon 30 days written notice to the Accountholder.

(b) Custodian may charge the Accountholder and/or the Custodial Account any reasonable expense incurred by Custodian in connection with any services that Custodian determines are necessary or advisable, or which are expressly directed by the Accountholder, and which are not included in the services listed on the Fee Schedule. Examples of the foregoing include, but are not limited to, attorneys' fees and other legal costs and expenses: (i) in defense of, or otherwise on behalf of, the Custodial Account in any arbitration, litigation, investigation, or request by any governmental or regulatory agency; and (ii) in defense of Custodian, if Custodian is named in any proceeding involving the Accountholder or the Custodial Account.

(c) If the Custodial Account does not have sufficient funds to pay fees that are due and the Accountholder has not authorized Custodian to charge fees to a credit card account, or if the account has expired, Custodian shall invoice the Accountholder for fees that are due. Custodian in its discretion may terminate the Custodial Account if the Accountholder fails to timely pay the invoice. Additionally, at the option of Custodian, Custodian is authorized to liquidate assets of the Custodial Account for any unpaid fee balance and can sell the assets or use the uninvested cash to pay the fee balance. The choice of the selling broker and assets to be sold shall be at Custodian's sole discretion.

Should fees or expenses not be received by Custodian in a timely fashion, Custodian shall have the option to cease performing any custodial functions, including, but not limited to, processing investment transactions until such time as all fees and expenses charged against the account are fully paid. If fees are not paid within thirty (30) days after Custodian has mailed the past due notice and invoice, Custodian will begin the process of closing the Custodial Account. Any asset distributed directly to the Custodial Account owner as part of closing the Custodial Account will be reported to the IRS on Form 1099-R and may subject the Custodial Account Owner to possible taxes and penalties. Accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administration fees until such time as Custodial Account Owner notifies Custodian in writing on a form as required by Custodian of his intent to close the account or until Custodian resigns and closes the Account as stated above.

18. Resignation and Removal of Custodian; Successor Custodian or Trustee

(a) Custodian may resign as custodian of the Custodial Account by providing 30 days written notice to the Accountholder at the Accountholder's last known address, or may be removed as custodian by the Accountholder giving Custodian written notice and instructions regarding disposition of assets of the Custodial Account. Upon the Accountholder's receipt of Custodian's written notice of resignation, the Accountholder shall cause the assets of the Custodial Account be transferred to a Roth IRA maintained by another custodian or trustee. Custodian shall have no responsibility for determining or advising the Accountholder if the custodian or trustee designated by the Accountholder is qualified to act as such or if the recipient account designated by the Accountholder qualifies as a Roth IRA. If the Accountholder does not complete such a transfer within 30 days of Custodian's written notice to the Accountholder, Custodian may select a successor custodian or trustee at its discretion and complete the transfer or distribute the assets of the Custodial Account to the Accountholder. Custodian shall not be liable for any action or failure of action by any successor custodian or trustee or for any tax consequences that may occur as a result of a distribution or transfer of Custodial Account assets.

(b) If this Custodial Agreement is terminated by either the Accountholder or Custodian, Custodian may withhold and/or apply Custodial Account assets to pay any fees, expenses, taxes or liabilities properly chargeable to the Custodial Account.

(c) If Custodian is merged with another organization or if Custodian is purchased, or substantially all of its assets are acquired by another organization, or if Custodian assigns the Custodial Account to a successor custodian or trustee (assuming such successor is qualified to serve as such), that organization then shall become the custodian or trustee of the Custodial Account.

(d) Custodian shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences Accountholder may incur that result from the transfer or distribution of Your assets pursuant to this paragraph.

19. Conflicting Claims

In the event that conflicting claims arise, or in the sole opinion of Custodian may arise, to any assets or rights with respect to the Custodial Account, Custodian may cause a court action to be filed with respect to the Custodial Account in accordance with applicable law. Custodian shall not be liable to any person for any diminution in value of the Custodial Account or any asset, or of any loss to any person, as a result of any such action which Custodian in good faith causes to be filed.

20. Choice of Venue; Class Actions Prohibited

(a) All claims and disputes of every type and matter that arise from or are in any way associated or connected with this Custodial Agreement or the Custodial Account that may arise between the Accountholder or any beneficiary and Custodian shall be brought only in the federal court in the District of South Dakota in the division in which Custodian's office is located or, if federal jurisdiction is unavailable, in the South Dakota circuit court in the county in which Custodian's office is located. The parties agree that this forum is the exclusive venue for litigation between the parties, and that it is to the exclusion of all other potential forums and venues.

(b) Accountholder further agrees to give up any right to pursue or participate in any pending or future class action or other class or representative proceeding against Custodian or its officers, directors, or affiliates.

21. Attorneys' Fees

In the event of any dispute or controversy between Custodian and the Accountholder or any beneficiary that arises from or in any way is related to the Custodial Account or this Custodial Agreement or any provision hereof, or its interpretation, construction, or implementation, or relating to the respective duties of the parties hereunder, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all reasonable fees, costs, and expenses, including without limitation, attorneys' fees, costs, and expenses incurred by or on behalf of the prevailing party in addition to any award of damages or other relief to which such party is entitled.

22. Non-deposit Investments Not Insured by FDIC



The Accountholder acknowledges that non-deposit investments, such as stocks, bonds, mutual funds, real estate and private placements, of the Custodial Account are not insured by the Federal Deposit Insurance Corporation and are subject to investment risks, including the loss of principal.

23. Verification of Accountholder Identification

The Accountholder acknowledges that to comply with federal law, Custodian may request as a condition for establishing the Custodial Account the name, address, date of birth, and tax identification number of the Accountholder, may require other information that will allow Custodian to identify the Accountholder, and may verify the information provided by Accountholder using a third-party verification service.

24. Governing Law

Except to the extent governed by or subject to the requirements of the Code or other applicable federal law, or preempted by federal law, this Custodial Agreement and any claims that arise under or in any way relate to it shall be governed by and construed and administered under the laws of the State of South Dakota, without giving effect to that state's choice of law rules and provisions.

25. Limitation Period

EXCEPT AS OTHERWISE PROVIDED HEREIN, ACCOUNTHOLDER AGREES THAT ANY CLAIM OR CAUSE OF ACTION AGAINST CUSTODIAN ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, CUSTODIAN'S DUTIES OR RESPONSIBILITIES THEREUNDER, OR THE CUSTODIAL ACCOUNT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ACCRUED OR THE LIMITATION PERIOD PROVIDED BY SOUTH DAKOTA LAW, WHICH EVER IS SHORTER.

26. Damages Limitation

ACCOUNTHOLDER AGREES THAT CUSTODIAN SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND ACCOUNTHOLDER FURTHER AGREES TO WAIVE ANY SUCH CLAIMS OR DAMAGES AGAINST CUSTODIAN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

27. Effective Date

This Custodial Agreement shall take effect upon the Accountholder's execution of the accompanying IRA Application.

28. Termination

This Custodial Agreement shall terminate upon the earliest of (i) the effective date of the resignation or removal of Custodian as custodian in accordance with Paragraph 18 above, (ii) the date all assets of the Custodial Account have been distributed, or (iii) the date the Custodial Account ceases to meet the applicable requirements of Code sections 408 and 408A.

29. Amendment

Custodian has the right to amend the Custodial Agreement at any time. The Accountholder shall be deemed to have consented to any amendment to this Custodial Agreement for which notice is provided to the Accountholder unless the Accountholder objects in writing to Custodian within 30 days of the notice indicating that the Accountholder does not consent to the amendment. Custodian may elect to resign as custodian in accordance with Paragraph 18 in the event the Accountholder does not consent to any amendment.

30. Notices

All mailings and notices to the Accountholder shall be to the most recent email or other address the Accountholder has furnished to Custodian. All mailings and notices to Custodian shall be to Madison Trust Company, 401 East 8th Street, Suite 200, Sioux Falls, SD 57103, or by email to docs@madisontrust.com. Email notices shall be treated as written notices under this Custodial Agreement.

31. Entire Agreement; Binding Effect

This Custodial Agreement, the following Roth Individual Retirement Account Disclosure Statement, and the accompanying IRA Application and Fee Schedule constitute the entire agreement between the Accountholder and Custodian with respect to the subject matter hereof, shall supersede all oral and written agreements, negotiations, understandings and communications regarding such subject matter, and shall inure to the benefit of and be binding on the heirs, assigns and all other successors-in-interest of the Accountholder and Custodian.

32. Severability

If any part of this Agreement is held to be illegal, invalid, or unenforceable, the remaining parts shall not be affected. No waiver of any part of this Agreement shall be deemed to constitute a waiver of any other part, and any such waiver shall not constitute a continuing waiver and shall not affect the Accountholder's or the Custodian's ability to thereafter enforce any and all parts of this Agreement.

General Instructions

**CUSTODIAL AGREEMENT
ROTH IRA**

IRS Form 5305-RA
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Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the account application is fully executed by both the individual (Accountholder) and the Custodian. This account must be created in the United States for the exclusive benefit of the Accountholder and his or her beneficiaries.

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

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Accountholder's gross income; and distributions after 5 years that are made when the Accountholder is 59 ½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includable in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Accountholder, see Pub. 590-A, Contributions to Individual Retirement Arrangements (IRAs); and Pub. 590-B, Distributions from Individual Retirement Arrangements (IRAs).

Definitions

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

Specific Instructions

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

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

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