

## **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 a Roth 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 named on the accompanying application (the "Accountholder") is establishing a Roth individual retirement account (the "Custodial Account") in accordance with the requirements of sections 408(a) and 408A of the Internal Revenue Code of 1986, as amended (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 of the Custodial Account, ("Madison Trust") has given the Accountholder the disclosure statement required by section 1.408-6 of the United States Treasury Regulations (the "Regulations"). The Accountholder and Madison Trust hereby make the following agreement:

### **ARTICLE I**

Except in the case of a rollover contribution described in Code section 408A(e), a recharacterized contribution described in Code section 408A(d)(6), or an IRA Conversion Contribution, Madison Trust 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 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 (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the 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 Custodial 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 spouse is the designated beneficiary, such spouse will then be treated as the Accountholder.

#### **ARTICLE VI**

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

2. Madison Trust agrees to submit reports to the Internal Revenue Service and the Accountholder as prescribed by the Internal Revenue Service.

#### **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 sections 408A of the Code and related Regulations 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. Other amendments may be made with the consent of Madison Trust and the Accountholder.

#### **ARTICLE VIII**

##### **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 Madison Trust:

(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 of amounts equal to the 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.

##### **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 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 a Roth 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, recharacterize all or a portion of the Custodial Account to a traditional 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 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 Madison Trust, 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 Madison Trust, revoke or change a previous designation of beneficiary. The designation of beneficiary last executed by the Accountholder and accepted by Madison Trust 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 had 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 Madison Trust to be a minor or legally incompetent, Madison Trust, 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 Madison Trust 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 other than a Custodial Account to which a rollover contribution described in Paragraph 2(c) has been made, the surviving spouse shall 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 3 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, Madison Trust 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 Madison Trust, a representative ("Authorized Representative") through whom Madison Trust 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). The Accountholder shall be solely responsible for selecting, instructing and monitoring the Authorized Representative or Interested Party. No Authorized Representative or Interested Party shall be treated for any purpose as an employee, agent or affiliate of Madison Trust, or as controlled, approved, recommended or endorsed by Madison Trust. Madison Trust 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 Madison Trust, provided, however, that removal of an Authorized Representative shall not have the effect of canceling any notice or direction received by Madison Trust from the removed Authorized Representative before Madison Trust has received written notice of removal and has had a reasonable opportunity to implement cancellation.

## **7. Accountholder's Responsibility for Investments and Transactions**

**(a)** The Accountholder (or the Accountholder's Authorized Representative) may direct Madison Trust to invest or transact Custodial Account assets in any lawful investment or transaction acceptable to Madison Trust, in a format prescribed by or otherwise acceptable to Madison Trust. Cash balances in the Custodial Account for which no investment instructions have been received shall be subject to the provisions of Paragraph 11 below.

**(b)** The Accountholder shall be 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.

**(c)** The Accountholder acknowledges that (i) Madison Trust reserves the right to not implement certain investment or transaction directions, (ii) the decision of Madison Trust to not implement any direction shall not be construed as a determination by Madison Trust regarding the benefit, prudence, risk, legality, tax or other consequences of the directed investment or transaction and (iii) any administrative review in connection with any directed investment or transaction shall not constitute, and shall not obligate Madison Trust to provide, any opinion, recommendation, prediction or advice regarding the directed investment or transaction.

## **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:

**(i)** for ensuring that Custodial Account earnings intended by the Accountholder to be tax-deferred qualify for tax-deferred treatment;

**(ii)** for complying with applicable minimum distribution requirements;

**(iii)** for ensuring that contributions intended as tax-free rollover contributions, recharacterized contributions or transfers, as the case may be, qualify as such;

**(iv)** 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 IRS for the Custodial Account, (B) preparing on behalf of the Custodial Account and submitting to Madison Trust 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 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 Madison Trust, authorizing and directing (in writing or in any other manner acceptable to Madison Trust) Madison Trust 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 Madison Trust 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 Madison Trust**

**(a)** Subject to the other terms of this Custodial Agreement and applicable law, Madison Trust 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)** Madison Trust shall have no duties except for those expressly imposed under this Custodial Agreement, the Code, the Regulations, other applicable law, or the IRS. Madison Trust shall have no duty to, among other things but not by way of limitation:

**(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, 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 transaction described in Code section 6707A or may result in any other tax or adverse consequence;

**(ix)** determine whether any attempted or completed conversion or recharacterization described in Paragraph 2 above complies with applicable conversion, recharacterization or reconversion requirements; or

**(x)** 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 Madison Trust, or trustee of any IRA involved in any transfer or rollover is qualified to serve as such.

**(c)** Madison Trust shall be entitled to assume, without further inquiry, the truth of any statement made, or reasonably believed by Madison Trust 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, Madison Trust may request completion or clarification of the direction or notice and not act in accordance with the direction or notice or direction until completion or clarification is provided.

**(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 Madison Trust with respect to the Custodial Account.

**(e)** The Accountholder acknowledges that Madison Trust does not provide any tax, legal, investment or other advice to any person, and no communication or other act by Madison Trust 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 reasonably greater amount as Madison Trust may require upon appropriate notice to the Accountholder) of uninvested cash in the Custodial Account. Madison Trust, 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, Madison Trust 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 Madison Trust: (i) To deposit all cash for which the Accountholder has not provided investment directions into a pooled custodial deposit account or accounts with one or more financial organizations that are unrelated to Madison Trust; (ii) To enter into an agreement with each selected financial organization under which Madison Trust shall maintain all records pertaining to the Custodial Account's interest in the deposit accounts and to receive fees from the financial organizations with whom uninvested cash is deposited for performing services under any such agreement; and to receive and retain any interest that may be earned from any of the selected financial institutions. (iii) To make withdrawals from such deposit accounts to be honored by the financial organizations 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 agrees to indemnify and hold harmless each such financial organization from complying with withdrawal requests or other directions that Madison Trust represents are made behalf of the Custodial Account pursuant to the preceding Paragraph (a).

### **12. Use of Third Parties**

Madison Trust may engage third parties to perform services in connection with the Custodial Account or this Custodial Agreement. The limitations on the duties of Madison Trust under this Custodial Agreement or otherwise shall apply also to each party so engaged.

### **13. Limitation of Liability; Indemnification of Madison Trust**

**(a)** Madison Trust 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 Madison Trust, 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 Madison Trust, 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) any act of Madison Trust or any other such person with respect to the Custodial Account or (ii) any claim, suit, action or liability asserted against Madison Trust or any such person in connection with any act taken by Madison Trust 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 any direction.



#### **14. Account Statements; Valuation of Assets**

**(a)** Madison Trust shall have no responsibility for determining the accuracy of any account statement information based on information provided to Madison Trust by the Accountholder and/or the Accountholder's Authorized Representative, or for the particular tax treatment of any amounts reflected on Madison Trust's records.

**(b)** Madison Trust shall report the value of assets held in the Custodial Account in accordance with any valuation policy as it may adopt 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 Madison Trust unless Madison Trust 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) Madison Trust shall have no responsibility to conduct or arrange for any appraisal of any asset or to verify any value reported to it.

#### **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**

Madison Trust reserves the right to install automatic telephone recording equipment on certain telephone lines to service the Custodial Account. The Accountholder grants Madison Trust consent to record and play back such calls.

#### **17. Fees and Expenses**

**(a)** In consideration for services under this Custodial Agreement, Madison Trust 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 Madison Trust and are not prorated for partial quarters. Termination fees shall be charged upon closure of the Custodial Account. Madison Trust may change the Fee Schedule at any time, with any such change being effective upon 30 days written notice to the Accountholder.

**(b)** Madison Trust may charge the Accountholder and/or the Custodial Account any reasonable expense incurred by Madison Trust in connection with any services that Madison Trust 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, attorney's 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 Madison Trust, if Madison Trust 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 Madison Trust to charge fees to a credit card account, or if the account has expired, Madison Trust shall invoice the Accountholder for fees that are due. Madison Trust in its discretion may terminate the Custodial Account if the Accountholder fails to timely pay the invoice. Additionally, at the option of Madison Trust, Madison Trust 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 Madison Trust's sole discretion. Should fees or expenses not be collected, Madison Trust shall have the option to cease performing any 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 Madison Trust has mailed the past due notice and invoice, Madison Trust 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 Madison Trust in writing on a form as required by Madison Trust of his intent to close the account or until Madison Trust resigns and closes the Account as stated above.

#### **18. Resignation and Removal of Madison Trust; Successor Custodian or Trustee**

(a) Madison Trust 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 Madison Trust written notice and instructions regarding disposition of assets of the Custodial Account. Upon the Accountholder's receipt of Madison Trust'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. Madison Trust 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 Madison Trust's written notice to the Accountholder, Madison Trust 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. Madison Trust 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 Madison Trust, Madison Trust may withhold and/or apply Custodial Account assets to pay any fees, expenses, taxes or liabilities properly chargeable to the Custodial Account.

(c) If Madison Trust is merged with another organization or if Madison Trust is purchased, or substantially all of its assets are acquired by another organization, or if Madison Trust 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.

#### **19. Conflicting Claims**

In the event that conflicting claims arise, or in the reasonable opinion of Madison Trust may arise, to any assets or rights with respect to the Custodial Account, Madison Trust may cause a court action to be filed with respect to the Custodial Account in accordance with applicable law. Madison Trust 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 Madison Trust in good faith causes to be filed.

#### **20. Mandatory Arbitration**

All claims and disputes of every type and matter in any way associated or connected with this Custodial Agreement or the Custodial Account that may arise between the Accountholder or any beneficiary and Madison Trust shall be submitted to binding arbitration pursuant to JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall be conducted only at JAMS in Monsey, New York. The Accountholder expressly waives any right he or she may have to institute or conduct litigation in any other forum or location. The Accountholder acknowledges that arbitration is final and binding on the parties and that an award rendered by the arbitrator may be entered by any court having proper jurisdiction.

#### **21. Attorneys' Fees**

In the event of any dispute or controversy between Madison Trust and the Accountholder or any beneficiary with regard 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, Madison Trust 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 Madison Trust 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 shall be governed by and construed and administered under the laws of the State of South Dakota, without giving effect to any state's choice of law provisions.

#### **25. Effective Date**

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

#### **26. Termination**

This Custodial Agreement shall terminate upon the earliest of (i) the effective date of the resignation or removal of Madison Trust 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 requirements of Code sections 408 and 408A.

#### **27. Amendment**

The Accountholder shall be deemed to have consented to any amendment to this Custodial Agreement that is mailed to the Accountholder unless the Accountholder responds in writing to Madison Trust within 30 days of the mailing that the Accountholder does not consent to the amendment. Madison Trust may elect to resign as custodian in accordance with Paragraph 18 in the event the Accountholder does not consent to any amendment.

#### **28. Notices**

All mailings and notices to the Accountholder shall be to the most recent email or other address the Accountholder has furnished to Madison Trust. All mailings and notices to Madison Trust shall be to Madison Administration Company, 21 Robert Pitt Drive, Suite 201, Monsey, NY 10952, or by email to docs@madisontrust.com. Email notices shall be treated as written notices under this Custodial Agreement.

#### **29. 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 Madison Trust 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 Madison Trust.