

INVESTORS BANK & TRUST COMPANY  
**UNIVERSAL SELF-DIRECTED CUSTODIAL ACCOUNT AGREEMENT**  
Revised June 2002

**TERMS AND CONDITIONS FOR TRADITIONAL IRAs**

The *Terms and Conditions for Traditional IRAs* apply to Traditional IRAs operating under section 408(a) of the Internal Revenue Code only. Articles I through VII of these Terms and Conditions for Traditional IRAs are in the form promulgated by the Internal Revenue Service in Form 5305-A (Rev. March, 2002) for use in establishing an individual retirement Custodial Account. Please see *Terms and Conditions for All IRAs* (page 4 below) for additional provisions applicable to your Traditional IRA.

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

The Custodian, Investors Bank & Trust Company, has through its agent given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor has made a cash deposit with the Custodian as indicated on the Application.

The Depositor and the Custodian make the following agreement:

**Article I**

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

**Article II**

The Depositor's interest in the balance in the custodial account is nonforfeitable.

**Article III**

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

**Article IV**

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70 1/2. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in:
  - (a) A single sum or
  - (b) Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.

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

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

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

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

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

(b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

(i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70 1/2. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.

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

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

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

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70 1/2, is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70 1/2, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year

divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the Depositor reaches age 70 1/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

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

#### **Article V**

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

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

#### **Article VI**

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

#### **Article VII**

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments maybe made with the consent of the persons whose signatures appear below.

#### **ARTICLE VIII**

See reference on page 4.

INVESTORS BANK & TRUST COMPANY  
UNIVERSAL SELF-DIRECTED CUSTODIAL ACCOUNT AGREEMENT

**TERMS AND CONDITIONS FOR ROTH IRAs**

The *Terms and Conditions for Roth IRAs* apply to Roth IRAs operating under section 408A of the Internal Revenue Code only. Articles I through VII of these *Terms and Conditions for Roth IRAs* are in the form promulgated by the Internal Revenue Service in Form 5305-RA (March, 2002). Please see *Terms and Conditions for All IRAs* (page 4 below) for additional provisions applicable to your Roth IRA.

The Depositor whose name appears on the Application is establishing a Roth individual retirement account (Roth IRA) under Section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian, Investors Bank & Trust Company, has through its agent, given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor has made a cash deposit with the Custodian as indicated on the Application.

The Depositor and the Custodian make the following agreement:

**Article I**

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

**Article IA**

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married Depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.

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

**Article II**

The Depositor's interest in the balance in the custodial account is nonforfeitable.

**Article III**

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other

property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

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

**Article IV**

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

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

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

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

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

**Article V**

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

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

**Article VI**

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

**Article VII**

This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

**ARTICLE VIII**

See reference on page 4.

INVESTORS BANK & TRUST COMPANY  
UNIVERSAL SELF-DIRECTED CUSTODIAL ACCOUNT AGREEMENT

*TERMS AND CONDITIONS FOR ALL IRAs*

**ARTICLE VIII**

1. Except as otherwise permitted in Paragraph 5(a) below, all contributions made under this Agreement shall be deposited in the form of cash. All such contributions shall be credited to a Custodial Account for the account of the Depositor. Any contribution so made with respect to a tax year of the Depositor shall be made prior to the due date of the Depositor's tax return (not including extensions). Unless otherwise indicated in writing by the Depositor, contributions shall be credited to the tax year in which they are received by the Custodian. Subject to the limitations set forth in the Application, all funds in the Custodial Account (including contributions, dividends, interest, proceeds from the sale or other disposition of investments and any other cash receipts) shall be invested and reinvested in:

- (a) any marketable securities obtainable through the service company which is designated by the Depositor on the Application (the "Service Company") either "over the counter" or on a recognized exchange (excluding securities issued by the Custodian or the Service Company);
- (b) any interest-bearing deposits in any bank (including the Custodian, the Service Company if it is a bank, or any bank affiliated with the Service Company) approved by the Custodian;
- (c) any shares of open-end regulated investment companies designated by the Service Company; and
- (d) any other investment, but only if, in the sole judgment of the Custodian, such investment will not impose upon it an administrative burden greater than that normally incident to investments described in (a) above (such judgment by the Custodian not to be construed in any respect as a judgment concerning the prudence or advisability of such an investment).

Such investments shall be made in such specific securities and other investments, in such proportions and in such amounts as the Depositor may direct from time to time by notice to the Service Company (in such form as may be acceptable to the Service Company). However, the Custodian or the Service Company may establish minimum amounts for any type of investment.

The Service Company shall be responsible for the execution of such orders. The Custodian shall maintain or cause to be maintained adequate records thereof (provided that the Custodian may retain the Service Company as its agent or recordkeeper to maintain adequate records of transactions on behalf of the Custodian). However, if any such orders are not received as required or, if received, are unclear or incomplete in the opinion of the Service Company, all or a portion of the assets of the Custodial Account may be held uninvested without liability for loss of income or appreciation, and without liability for interest, pending receipt of complete orders or clarification; or such assets may be invested in an interest-bearing account described in (b) above or in a money-market type open-end investment company designated by the Service Company.

2. Any brokerage account maintained in connection herewith shall be in the name of the Custodian for the benefit of the Depositor. All assets of the Custodial Account shall be registered in the name of the Custodian or of a suitable nominee (and the same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever); provided, however, that the Custodian may hold any security in bearer form or by or through the Service Company, or by or through a central clearing corporation maintained by institutions active in the national securities markets; provided further, however, that (a) the books and records of the Custodian (or the Service Company acting as the agent or recordkeeper for the Custodian) shall show that all such investments are part of the Custodial Account; (b) each Custodial Account shall be separate and distinct; (c) a

separate account thereof shall be maintained by the party having actual custody of such assets; and (d) the assets thereof shall be held in individual or bulk segregation in such party's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

3. Neither the Custodian, the Service Company nor any other party providing services to the Custodial Account assumes any responsibility for rendering advice with respect to the investment or reinvestment of the Depositor's Custodial Account and shall not be liable for any loss which results from Depositor's exercise of control over his or her Custodial Account. Depositor shall have and exercise exclusive responsibility for and control over the investment of the assets of his or her Custodial Account in accordance with the terms of this Agreement, and neither the Custodian, the Service Company nor any other such party shall have any duty to question his or her directions in that regard or to advise him or her regarding purchase, retention, or sale of such assets.

4. The Depositor shall have the right by written notice to the Custodian to designate (or to change) one or more beneficiaries to receive any amount remaining in the Custodial Account in the event of his or her death prior to the complete distribution of all assets in the Custodial Account. Any such designation (or change of designation) of beneficiary may be on a form provided by the Custodian or the Service Company or on a written instrument acceptable to the Custodian, signed by the Depositor and filed with the Custodian. Any designation or change of designation shall be effective upon receipt by the Custodian. Any change of designation received by the Custodian will revoke all prior designations previously filed with the Custodian. If no such designation is in effect on a Depositor's death, or if all designated beneficiaries have predeceased the Depositor, the Depositor's estate shall be deemed to be the beneficiary.

5. (a) The Custodian shall have the right to receive rollover contributions and amounts transferred or converted or recharacterized from another individual retirement account or individual retirement annuity. Any property so transferred to it in a form other than cash shall be sold by the Custodian and reinvested as provided in paragraph 1 of this Article VIII. The Custodian reserves the right to refuse to accept any property which is not in the form of cash.

(b) The Custodian, upon written direction of the Depositor, shall transfer the assets held under this Agreement (reduced by (i) any amounts referred to in paragraph 7 of this Article VIII and (ii) any amounts required to be distributed during the calendar year of transfer to the Depositor under Section 408(a)(6) or 408(b)(3) of the Code) to a successor individual retirement account or individual retirement annuity for the Depositor's benefit.

(c) Any amounts received or transferred by the Custodian under this paragraph 5 shall be accompanied by such instructions, records and other documents as the Custodian deems necessary.

6. The Depositor hereby delegates to the Custodian the power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consents to all such amendments, provided that an amendment is not contrary to any applicable provision of the Internal Revenue Code, the regulations thereunder, or any other applicable law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address of the Depositor indicated by the Custodian's records.

7. Any income taxes or other taxes of any kind whatsoever which may be levied or assessed upon or in respect of the assets of the

Custodial Account, or the income arising therefrom, any transfer taxes incurred, any expenses incurred by the Custodian in the performance of its duties including fees for legal services rendered to the Custodian, and the Custodian's and the Service Company's compensation as set forth in the Disclosure Statement may be paid by the Depositor and, unless and until so paid, within such time period as the Custodian may establish, may be paid from the assets of the Custodial Account. The Custodian and the Service Company shall be empowered to take any action necessary to effectuate the provisions of this paragraph and shall have no liability to the Depositor therefor. The Custodian and the Service Company shall each have the right to change or adjust its fees and compensation upon thirty (30) days' notice to the Depositor, and may reduce or waive fees with respect to any class or group of Depositors.

8. Amounts in the Custodial Account and the benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.

9. Any pledging of assets in the Custodial Account by the Depositor as security for a loan, or any loan or other extension of credit from the Custodial Account to the Depositor, shall be prohibited.

10. In taking or refraining from any action or determining any fact or question which may arise under this Custodial Agreement, the Custodian may rely upon any statement by the Depositor or the Service Company with respect thereto. The Depositor hereby agrees that the Custodian will not be liable for any loss or expense resulting from taking or not taking such action or determination taken in reliance on any such statement.

11. The Custodian may resign at any time upon ninety (90) days' written notice to the Depositor and may be removed by the Depositor at any time upon ninety (90) days' written notice to the Custodian. Upon the resignation or removal of the Custodian, a successor Custodian shall be appointed by the Depositor within ninety (90) days of such resignation or removal and in the absence of such appointment, the Custodian may designate a successor unless this Agreement is sooner terminated. Any successor custodian shall be a bank (as defined in section 408(n) of the Code) or another person found qualified to act as a custodian under an individual retirement account plan by the Secretary of the Treasury, or his delegate, pursuant to section 408(a)(2) of the Code. The appointment of a successor custodian shall be effective upon receipt by Custodian of such successor's written acceptance which shall be submitted to the Custodian and to the Depositor. As soon as reasonably practicable after the effective date of a successor custodian's appointment, the Custodian shall transfer and deliver to the successor custodian applicable account records and assets of the Custodial Account (reduced by any unpaid amounts referred to in paragraph 7 of this Article VIII – including any fee or expenses arising in connection with such transfer and delivery). The successor custodian shall be subject to the provisions of this Agreement (or any successor thereto) on the effective date of its appointment.

12. (a) The Custodian shall, from time to time, in accordance with instructions in writing from the Depositor, make distributions out of the Custodial Account to the Depositor in the manner and amounts as may be specified in such instructions. Notwithstanding the provisions of Article IV (for a Traditional IRA or a Roth IRA) above, the Custodian assumes (and shall have) no responsibility to make any distribution to the Depositor (or the Depositor's beneficiary if the Depositor is deceased) unless and until such written instructions specify the occasion for such distribution, the elected manner of distribution, and any other information that may be required. If the Depositor (or, following the Depositor's death, the beneficiary) does not direct the Custodian to make distributions from the Custodial Account by the time that such distributions are required to begin in accordance with the preceding Articles, the Custodian and the Service Company may assume that the Depositor (or the beneficiary) is meeting the minimum distribution requirements from another individual

retirement arrangement maintained by the Depositor and the Custodian and the Service Company shall be fully protected in so doing.

Prior to making any such distribution from the Custodial Account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees, releases, indemnification agreements, and other guarantees, and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian shall not be liable for complying with written instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine, and assumes no duty of further inquiry. Upon receipt of proper written instructions as required above, the Custodian shall cause the assets of the Custodial Account to be distributed in cash and/or in kind, as specified in such written order.

(b) The Depositor acknowledges (i) that distributions from the Custodial Account shall be reported by the Custodian in accordance with all applicable IRS requirements (i.e., on Form 1099-R), (ii) that the information reported by the Custodian will be based on the amount in the Custodial Account only and will not reflect amounts held in any other Individual Retirement Account the Depositor may own, and that, as a result, the actual tax treatment of distributions from the Custodial Account may be different from the tax treatment reflected in Form 1099-R issued by the Custodian because of the effect on actual tax treatment of the Depositor's other Individual Retirement Accounts, and, (iii) that it is the responsibility of the Depositor to keep appropriate records so that the taxes due may be correctly determined. The Custodian and any other party providing services to the Custodial Account does not have any responsibility for the tax treatment of any distribution from the Custodial Account. Responsibility for tax treatment (including maintaining proper records of all Individual Retirement Accounts of the Depositor and properly calculating and paying taxes) is solely held by the person requesting the distribution.

13. Distribution of the assets of the Custodial Account shall (subject to the first paragraph of paragraph 12 (a) of this Article VIII) be made in accordance with the provisions of Article IV as the Depositor (or the Depositor's beneficiary if the Depositor is deceased) shall elect by written instructions to the Custodian; subject, however, when applicable, to the provisions of Sections 401(a)(9), 408(a)(6) and 408(b)(3) of the Code, the regulations promulgated thereunder, and the following:

(a) No distribution from the Custodial Account shall be made in the form of an annuity contract.

(b) In general, if the Depositor dies before his/her entire interest in the Custodial Account has been distributed, and if the designated beneficiary of the Depositor is the Depositor's surviving spouse, the spouse may treat the Custodial Account as the spouse's own individual retirement arrangement. This election will be deemed to have been made if the surviving spouse makes an accumulation IRA contribution to the Custodial Account, makes a rollover to or from such Custodial Account, or fails to receive a payment from the Custodial Account within the appropriate time period applicable to the deceased Depositor under Section 401(a)(9)(B) of the Code. Notwithstanding Section 3 of Article IV of the **Terms & Conditions for Roth IRAs** (see page 3), if the Depositor's spouse is the sole Beneficiary of the Depositor's Roth IRA on the Depositor's date of death, the spouse will not be treated as the Depositor if the spouse elects not to be so treated. In such event, the Custodial Account will be distributed in accordance with the other provisions of such Article IV, except that distributions to the Depositor's spouse are not required to commence until December 31 of the year in which the Depositor would have turned age 70½.

14. If the Depositor is disabled, as that term is defined in Section 72(m) of the Code, he or she may give notice to the Custodian of such disability and request that up to the balance of the Custodial Account be distributed. The Custodian, within a reasonable time after submission of satisfactory proof of such disability, shall order the distribution of the balance of the Custodial Account to the Depositor or such portion as the Depositor requested.

15. This Agreement shall terminate and be of no further force or effect (except for paragraphs 11 and 16 of this Article VIII which shall survive such termination of the Custodial Account and this Agreement) coincident with the complete distribution of the assets of the Custodial Account, and the Custodian shall have no further duties or responsibilities with respect to the Custodial Account after its termination.

16. The Depositor hereby agrees to indemnify and hold harmless the Custodian from and against any and all claims, loss, damages, costs or expenses (including reasonable attorney's fees) which the Custodian may incur or pay out by reason of any alleged or actual act, or failure to act, on the part of the Depositor, the Service Company, or any other person. The preceding sentence will survive the termination of the Agreement.

17. Any notice herein required or permitted to be given to the Custodian shall be sufficiently given if mailed to the Custodian by first class mail, care of Investors Bank & Trust Company, P.O. Box 9130, TAD58, Boston, MA 02117-9130, or to such other address as the Custodian shall provide the Depositor from time to time in writing, stating that such other address shall be used for purposes of this Agreement. Any notice herein required or permitted to be given to the Depositor shall be sufficiently given if mailed to the Depositor at the Depositor's address appearing on the Application, or at such other address as the Depositor shall have provided the Custodian from time to time in writing, which writing shall state that such other address is to be used for purposes of this Agreement.

18. The Custodian and the Service Company shall keep or cause to be kept adequate records of the transactions they are required to perform hereunder. In addition to any reports required by the Code or the regulations thereunder, the Custodian shall cause to be mailed to the Depositor in respect of each tax year an account of all transactions affecting the Custodial Account during such year and a statement showing the Custodial Account as of the end of such year. If, within sixty (60) days after such mailing, the Depositor has not given the Custodian or the Service Company written notice of any exception or objection thereto, the annual accounting shall be deemed to have been approved, and in such case, or upon the written approval of the Depositor, the Custodian and the Service Company shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.

The Service Company shall deliver, or cause to be executed and delivered, to the Depositor all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to securities or other investments credited to the Custodial Account. No shares of stock shall be voted, and no other action shall be taken pursuant to such documents except upon receipt of adequate written instructions from the Depositor.

19. The Custodian and the Service Company shall be agents for the Depositor to perform the duties conferred on them, respectively, hereunder, as directed by the Depositor. The parties do not intend to confer any fiduciary duties on the Custodian and the Service Company and none shall be implied. Neither shall be liable (nor assumes any responsibility for) the collection of contributions, the deductibility of any contribution or the propriety of or the amount or timing or tax treatment of any contributions under this Agreement, the selection of any investments for the Custodial Account, or the purpose or propriety or tax treatment of any distribution ordered in accordance with Article IV or

paragraph 12, 13 or 14 of Article VIII, which matters are the sole responsibility of the Depositor or the Depositor's beneficiary, as the case may be.

20. The Custodian and Service Company shall each be responsible solely for performance of those duties expressly assigned to it in this Agreement, and neither assumes any responsibility as to duties assigned to anyone else hereunder or by operation of law.

21. When accepted by the Custodian, this Agreement is accepted in and shall be construed and administered in accordance with the laws of the state where the principal offices of the Custodian are located. Any action involving the Custodian brought by any other party must be brought in a state or federal court in such state.

If in the Application and Adoption Agreement, Depositor designates that the Custodial Account is a Traditional IRA, this Agreement is intended to qualify under Code Section 408(a) as an individual retirement Custodial Account and to entitle Depositor to the retirement savings deduction under Code Section 219 if available. If in the Application and Adoption Agreement, Depositor designates that the Custodial Account is a Roth IRA, this Agreement is intended to qualify under Code Section 408A as a Roth individual retirement Custodial Account and to entitle Depositor to the tax-free withdrawal of amounts from the Custodial Account to the extent permitted in such Code section. In the application and Adoption Agreement, the Depositor must unambiguously designate the Custodial Account as **either a Traditional IRA or a Roth IRA**; only one Custodial Account (either a Traditional IRA or a Roth IRA, but not both) may be established using a single Application and Adoption Agreement.

If any provision hereof is subject to more than one interpretation or any term used herein is subject to more than one construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the intent expressed in whichever of the first two sentences of the preceding paragraph is applicable.

However, the Custodian shall not be responsible for whether or not such intentions are achieved through use of this Agreement, and Depositor is referred to Depositor's attorney for any such assurances.

22. Depositor should seek advice from Depositor's attorney regarding the legal consequences (including but not limited to federal and state tax matters) of entering into this Agreement, contributing to the Custodial Account, and ordering the Custodian to make distributions from the Account. Depositor acknowledges that all such matters are the sole responsibility of the Depositor and that the Custodian is prohibited by law from rendering such advice.

23. Notwithstanding anything in the foregoing to the contrary, any provision which is inconsistent with sections 219, 408 or 408A of the Code (where applicable) shall be disregarded and the regulations promulgated under said sections of the Code shall be incorporated by reference and this Agreement shall be administered in accordance with said regulations.

24. The Depositor may revoke the Custodial Account established under this Agreement by written notice to the Custodian received by the Custodian within 7 calendar days after the Depositor establishes the Custodial Account. Upon revocation, the amount of the Depositor's initial deposit or contribution will be returned to him, without adjustment for interest, earnings, investment fluctuations or fees or expenses. The Custodian or the Service Company may retain the Depositor's initial contribution for a period of up to 10 days after the receipt thereof, without investing such amount in accordance with the Depositor's instructions, and may invest such amount after the expiration of such period if the Depositor has not revoked the Custodial Account.

25. The legal documents governing the Custodial Account are as follows:

(a) **If in the Adoption Agreement the Depositor designated the Custodial Account as a Traditional IRA** under Code Section 408(a), the provisions of *The Terms and Conditions for Traditional IRAs* and *The Terms and Conditions for All IRAs* of this Agreement and the provisions of the Application and Adoption Agreement are the legal documents governing the Depositor's Custodial Account.

(b) **If in the Adoption Agreement the Depositor designated the Custodial Account as a Roth IRA** under Code Section 408A, the provisions of *The Terms and Conditions for Roth IRAs* and *The Terms and Conditions for All IRAs* of this Agreement and the provisions of the Application and Adoption Agreement are the legal documents governing the Depositor's Custodial Account.

(c) The Depositor must designate whether the Custodial Account is a Traditional IRA or Roth IRA, and a separate account shall be established for each type of IRA established.

(d) By establishing a Roth IRA Custodial Account, the Depositor acknowledges and agrees (i) that separate accounts may be established for annual contributions made pursuant to Code Section 408A(c)(2) and to hold conversion amounts under 408A(c)(3)(B), and (ii) that separate Roth IRA accounts may be used to hold amounts converted in different calendar years. Any requirement to maintain such separate accounts under clause (i) and/or (ii) of the preceding sentence will be specified in the Adoption Agreement and/or in a separate communication from the Custodian or Service Company to the Depositor. While separate accounts may be needed due to recordkeeping requirements, if such separate Roth IRA Accounts are not required, the Depositor may commingle annual contribution amounts and conversion amounts in a single Roth IRA account.

26. Articles I through VII of *The Terms and Conditions for Traditional IRAs* of this Agreement are in the form promulgated by the Internal Revenue Service as Form 5305-A. It is anticipated that, if and when the Internal Revenue Service promulgates changes to Form 5305-A, the Custodian will amend this Agreement accordingly.

Articles I through VII of *The Terms and Conditions for Roth IRAs* of this Agreement are in the form promulgated by the Internal Revenue Service as Form 5305-RA. It is anticipated that, if and when the Internal Revenue Service promulgates changes to Form 5305-RA, the Custodian will amend this Agreement accordingly.

If, due to changes in the applicable tax laws, or ruling of the Internal Revenue Service, it is established that the use of the Application and Adoption Agreement or this Agreement do not establish a Traditional IRA or a Roth IRA (as the case may be), the Custodian will furnish the Depositor with replacement documents and the Depositor will if necessary sign such replacement documents. Depositor acknowledges and agrees to such procedures and to cooperate with Custodian to preserve the intended tax treatment of the Account.

In addition, notwithstanding anything in the foregoing to the contrary, any provision which is inconsistent with Code section 408 (in the case of a Traditional IRA) or Code section 408A (in the case of a Roth IRA) or any regulations promulgated under such sections of the Code (as in effect from time to time) shall be disregarded and this Agreement shall be administered in accordance with said sections and regulations. In addition, if there is any change in the laws, regulations, or rulings applicable to Traditional IRAs or Roth IRAs, pending the adoption of a revised Form 5305-A or Form 5305-RA by the Internal Revenue Service, or the adoption of an amendment to this Agreement, the Custodian and the Service Company may administer the Custodial Account in accordance with such changed legal requirements, notwithstanding that such administration may be in conflict with the provisions hereof pending

such amendment, and the Custodian and the Service Company will have no liability for so doing.

27. If the Depositor maintains an Individual Retirement Account under Code section 408(a), the Depositor may convert or transfer such other IRA to a Roth IRA under Code section 408A using the terms of this Agreement and the Application and Adoption Agreement by completing and executing the Application and Adoption Agreement and giving suitable directions to the Custodian and the custodian or trustee of such other IRA. Pursuant to Code section 408A(d)(6) and regulations promulgated thereunder, the Depositor may recharacterize a contribution to a Traditional IRA as a contribution to a Roth IRA. Alternatively, a Depositor may recharacterize a contribution to a Roth IRA as a contribution to a Traditional IRA. In all events, the Depositor agrees to observe limitations imposed by the Custodian or the Service Company on the number of such transactions in any year (or any other limitations or restrictions that may be imposed by the Custodian, Service Company or the Internal Revenue Service).

28. The Depositor acknowledges that he or she has received and read the Disclosure Statement relating to the Custodial Account. The Depositor further acknowledges that he or she has received and read the current prospectus for each Fund in which his or her Account is invested and the Individual Retirement Account Disclosure Statement related to the Account. The Depositor represents under penalties of perjury that his or her Social Security number (or other Taxpayer Identification Number) as stated in the Adoption Agreement is correct.

\* \* \*

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

**Purpose. This model custodial account may be used by an individual who wishes to adopt a Traditional Individual Retirement Account under Code Section 408(a) or a Roth Individual Retirement Account under Code section 408A.** When fully executed by the Depositor and the Custodian not later than the time prescribed by law for filing the federal income tax return for the Depositor's tax year (not including any extensions thereof), an individual will have a Traditional Individual Retirement Account (Traditional IRA) custodial account which meets the requirements of section 408(a), or a Roth Individual Retirement Account (Roth IRA) custodial account which meet the requirements of Code section 408A, whichever is applicable. This account must be created in the United States for the exclusive benefit of the Depositor or his/her beneficiaries.

## DEFINITIONS

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

**Custodian.** The Custodian must be a bank or savings and loan association, as defined in section 408(n), or other person who has the approval of the Internal Revenue Service to act as custodian. The Custodian in this plan is Investors Bank & Trust Company.

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

## TRADITIONAL OR ROTH IRA FOR NON-WORKING SPOUSE

Contributions to a Traditional IRA or Roth IRA custodial account for a non-working spouse must be made to a separate Traditional IRA or Roth IRA custodial account established by the non-working spouse.

This agreement may be used to establish the Traditional IRA or Roth IRA custodial account for the non-working spouse.

The Depositor's social security number will serve as the identification number of his or her individual retirement account. An employer identification number is only required for each individual retirement account that needs to file an unrelated business income tax return. An employer identification number is also required for a common fund created for individual retirement accounts.

For more information, get a copy of the required disclosure statement from your Custodian or get Publication 590, Individual Retirement Arrangements (IRAs).

## **SPECIFIC INSTRUCTIONS**

### **Traditional IRA**

**Article IV.** Distributions made under this Article for a Traditional IRA may be made in a single sum, periodic payments, or a combination of both. If the Depositor is opening a Traditional IRA, the distribution option should be reviewed in the year the Depositor reaches age 70½ to make sure the requirements of section 408(a)(6) have been met.

### **Roth IRA**

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

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

### **Traditional and Roth IRA**

**Article VIII.** This Article and any that follow it may incorporate additional provisions that are agreed upon by the Depositor and Custodian to complete the agreement. These may include, for example: definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of Custodian, Custodian's fees, State law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc.