Thank you for your interest in opening a new TradeKing Advisors Beneficiary/Inherited IRA account.

Opening an account is easy. Use this form to open a Beneficiary/Inherited IRA account. Simply review and complete each step from the checklist below. All documents requiring a signature and date must be completed and returned to our affiliate company TradeKing, LLC, member FINRA and SIPC. If you have any question regarding this process feel free to email us at service@tradekingadvisors.com or call at 800-425-3205.

Here is a checklist of items needed to open a Beneficiary/Inherited IRA account with TradeKing Advisors:

- Complete the online questionnaire by visiting https://www.tradekingadvisors.com/#/rtq.
- Choose a recommended portfolio and then proceed to opening an account online.
- Create and register a username with TradeKing. When complete, please provide here: ____________________.
- Retirement Account Application. Check Beneficiary/Inherited IRA box (attached).
- IRA Simplifier—Individual Retirement Account Application. If applicant is married and primary beneficiary is listed as someone other than spouse, the Spousal Consent section is required and we will require the original, notarized copy of this form (attached).
- Investment Management Agreement. (Attached).
- Certified copy of decedent’s (original account owner) death certificate.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

The TradeKing Client Agreement contains the terms and conditions applicable to all TradeKing accounts. The TradeKing IRA Disclosure contains important information applicable to all IRA accounts. Please read both carefully, print a copy and retain it for your records. You can obtain a copy of both forms by clicking here or by calling (877) 495-KING.

Investment advisory services are offered through TradeKing Advisors, Inc., an SEC registered investment advisor domiciled in the state of North Carolina. Securities offered through TradeKing, LLC. Member FINRA and SIPC. TradeKing Advisors, Inc. and TradeKing, LLC are wholly owned subsidiaries of TradeKing Group, Inc. Please refer to Form ADV Part 2A for detailed information pertaining to the following topics: Pricing and Fees – Item 5; Investment Strategy and Risks – Item 8.
## RETIREMENT ACCOUNT APPLICATION

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Open Date</th>
<th>Broker Rep Code</th>
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<tbody>
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</tbody>
</table>

**Retirement Account Type (please select one):**

- [ ] Traditional IRA
- [ ] SEP IRA
- [ ] Rollover IRA
- [ ] Beneficiary/ Inherited IRA
  (please specify if Beneficiary or Inherited)

### Account Owner

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security Number</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Permanent Street Address (Cannot be a P.O. Box)</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<table>
<thead>
<tr>
<th>Mailing Address (If different from permanent address)</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<thead>
<tr>
<th>Birth Date (mm/dd/yyyy)</th>
<th>Number of Dependents</th>
<th>Married?</th>
<th>Married</th>
<th>Single</th>
<th>Divorced</th>
<th>Widowed</th>
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<table>
<thead>
<tr>
<th>Day Phone</th>
<th>Evening Phone</th>
<th>Cell Phone</th>
<th>E-MAIL ADDRESS (please write clearly)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Citizenship:</th>
<th>☐ U.S.</th>
<th>☐ Foreign (please specify): [ ] ☐ Resident Alien</th>
</tr>
</thead>
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<tr>
<td></td>
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</table>

### Employment Information

<table>
<thead>
<tr>
<th>Employer</th>
<th>Nature of Business</th>
<th>Yrs. Employed</th>
<th>Occupation</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Business Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<table>
<thead>
<tr>
<th>Joint Applicant Employer</th>
<th>Nature of Business</th>
<th>Yrs. Employed</th>
<th>Occupation</th>
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</table>

<table>
<thead>
<tr>
<th>Business Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
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</tbody>
</table>

Are you or a member of your household affiliated with or employed by 1) a securities Exchange 2) FINRA 3) an Exchange or FINRA member 4) a company which require notification of you opening this account? (if you select yes, please submit an Affiliated Account Authorization form)  ☐ Yes  ☐ No

Are you a member of your household a director, 10% shareholder or policy making officer of a publicly traded company?  ☐ Yes  ☐ No

If you answered "Yes" to any of the questions above please provide more information on the affiliation (e.g. affiliated company name, nature of affiliation, symbol, cusip, etc.)

Are you or any member of your immediate family a senior political figure?  ☐ Yes  ☐ No

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20150330 - TKA IRA Application – Version 3
### Account Investment Profile

<table>
<thead>
<tr>
<th>Annual Income of Proprietor</th>
<th>Net Worth of Proprietor</th>
<th>Liquid Net Worth of Proprietor</th>
<th>Tax Bracket of Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $24,999</td>
<td>Under $50,000</td>
<td>$0 - $24,999</td>
<td>0%</td>
</tr>
<tr>
<td>$25,000 - $50,000</td>
<td>$50,001 - $100,000</td>
<td>$25,000 - $50,000</td>
<td>1%</td>
</tr>
<tr>
<td>$50,001 - $100,000</td>
<td>$100,001 - $500,000</td>
<td>$50,001 - $100,000</td>
<td>2%</td>
</tr>
<tr>
<td>$100,001 - $200,000</td>
<td>$500,000 - $1,000,000</td>
<td>$100,001 - $200,000</td>
<td>3%</td>
</tr>
<tr>
<td>Over $200,001 (please specify)</td>
<td>Over $1,000,000 (please specify)</td>
<td>Over $200,001 (please specify)</td>
<td>5%</td>
</tr>
</tbody>
</table>

### Investment Objective of Proprietor

- **Income**
  - Main goal is preservation of capital with the assets in the account are used to generate a source of income.

- **Balanced**
  - Diversification of asset classes for equal blend of income and long term growth with the primary consideration being current income.

- **Growth & Income**
  - A balance between capital appreciation and income with the primary consideration being capital appreciation.

- **Long Term Growth With Safety**
  - Long term capital appreciation with relative safety of principal.

- **Long Term Growth With Greater Risk**
  - Long term capital appreciation with greater risk.

- **Speculation**
  - Maximum total return involving a higher degree of risk through investment in a broad spectrum of securities

### Investment Experience of Proprietor

- **Bonds** (years ______)
- **Stocks** (years ______)
- **Options** (years ______)

### Time Horizon

The number of years planned to invest to achieve a particular financial goal.

- **Short** (Less than 3 years) (01)
- **Average** (4 to 7 years) (02)
- **Longest** (8 years or more) (03)

### Liquidity Needs

The ability to quickly and easily convert all or a portion of this account assets into cash without experiencing significant loss.

- **Very Important** (01)
- **Somewhat Important** (02)
- **Not Important** (03)

### Risk Tolerance

- Low (01)
- Medium (02)
- High (03)
W-9 Certification Under penalties of perjury, I (we) certify that the taxpayer identification number shown above on this form is my correct taxpayer identification number. Unless, otherwise indicated, I (we) certify that I (we) am not subject to backup withholding and I (we) am an U.S. Person (including an U.S. resident alien).

Check the box ☐ if you are subject to backup withholding under the provisions of the Internal Revenue Service code.

I hereby request that TradeKing and Apex Clearing Corp. (APEX) open an account in the name(s) listed as account owner(s) on this application.

By signing below, I acknowledge that I have received, read, understand and agree to be bound by the terms & conditions as set forth in the Customer Agreement (“Customer Agreement”) as currently in effect and as amended from time to time. I represent that I am of required legal age to enter into this Agreement. I understand and acknowledge that Apex Clearing Corp. (APEX) does not provide investment, tax, legal, accounting, financial or other advice.

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 obtain, verify, and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Apex Clearing Corp. (APEX) and/or TradeKing will verify your information through a third-party provider.

BY MY SIGNATURE ON THE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE CUSTOMER AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 35.

Print First Name ___________________________ Last Name ___________________________

Signature of Account Holder ___________________________ Dated __________

Internal Use Only:

Print Name of TradeKing Registered Representative ___________________________ Signature of TradeKing Registered Representative ___________________________ Dated __________

Print Name of TradeKing Registered Principal ___________________________ Signature of TradeKing Registered Principal ___________________________ Dated __________

Custodian Acceptance:

________________________________________

Accounts Cleared Through Apex Clearing Corp.
www.ApexClearing.com – Member FINRA & SIPC

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Securities offered through TradeKing Securities, LLC, member FINRA and SIPC

20150330 - TKA IRA Application – Version 3
IRA Simplifier®
Individual Retirement Account Application

<table>
<thead>
<tr>
<th>IRA HOLDER'S NAME AND ADDRESS</th>
<th>IRA CUSTODIAN'S NAME, ADDRESS AND PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apex Clearing Corp.</td>
<td>[1700 Pacific Ave.] Suite 1400 Dallas, TX 75201</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Social Security Number</th>
<th>Home Phone</th>
<th>Business Phone</th>
<th>IRA Account Identification</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Check here if this is an amendment to an existing IRA.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth</th>
<th>E-mail Address</th>
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<tbody>
<tr>
<td></td>
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</table>

CONTRIBUTION INFORMATION

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Contribution Amount</th>
<th>Contribution For Tax Year*</th>
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</thead>
<tbody>
<tr>
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</table>

*Only applicable for regular contributions (including spousal and catch-up contributions).

DESIGNATION OF BENEFICIARY(ies)

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA.

<table>
<thead>
<tr>
<th>No.</th>
<th>Beneficiary's Name and Address</th>
<th>Date of Birth</th>
<th>Social Security Number</th>
<th>Relationship</th>
<th>Primary or Contingent</th>
<th>Share %</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Primary</td>
<td>%</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Contingent</td>
<td>%</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Primary</td>
<td>%</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Contingent</td>
<td>%</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Primary</td>
<td>%</td>
</tr>
</tbody>
</table>

SPousAL CONSENT

CURRENT MARITAL STATUS

☐ I Am Not Married – I understand that if I become married in the future, I must complete a new IRA Designation Of Beneficiary form.

☐ I Am Married – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

CONSENT OF SPOUSE

I am the spouse of the above-named IRA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this IRA, I have been advised to see a tax professional.

I hereby give the IRA holder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any increase consequences that may result. No tax or legal advice was given to me by the Custodian.

SIGNATURES

Important: Please read before signing.  
I understand the eligibility requirements for the type of IRA deposit I am making and I state that I do qualify to make the deposit. I have received a copy of the Application, the 5305-A Plan Agreement, the Financial Disclosure and the Disclosure Statement. I understand that the terms and conditions which apply to this IRA are contained in this Application and the Plan Agreement. I agree to be bound by those terms and conditions. Within seven (7) days from the date I open this IRA I may revoke it without penalty by mailing or delivering a written notice to the Custodian.

I assume complete responsibility for:
1. Determining that I am eligible for an IRA each year I make a contribution.
2. Ensuring that all contributions I make are within the limits set forth by the tax laws.
3. The tax consequences of any contribution (including rollover contributions) and distributions.

(Signature of Spouse) (Date)  (Signature of Witness) (Date)  

(IQA Holder) (Date)  (Witness) (Date)  

(Authorized Signature of Custodian) (Date)  

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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(c)(16), an employer contribution to a simplified employee pension plan as described in section 403(b)(17), 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, $5,500 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 and the Custodian make the following agreement:

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 certainbullion.

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 ½. 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 70½. 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 70½; 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 the Depositor’s death (or the year the Depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) the required minimum distribution for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

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

ARTICLE V
1. The 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 may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE VIII
8.01 Definitions: In this part of this Agreement (Article VIII), the words “you” and “your” mean the Depositor, the words “we,” “us,” and “our” mean the Custodian, “Code” means the Internal Revenue Code, and “Regulations” means the Treasury Regulations.

8.02 Notices and Change of Address: Any required notice regarding this IRA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

8.03 Representations and Responsibilities: You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take you will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government.
or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses incurred in connection with your IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. You will have sixty (60) days after you receive any documents or statements or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, statements or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We 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. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney’s fees, arising from, or in connection with this Agreement.

To the extent written instructions or notices are required under this Agreement, or we may accept or provide such information in any other form permitted by the Code or applicable regulations.

8.04 Service Fees: We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your IRA. You may charge us for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your IRA at our discretion. We reserve the right to charge any additional fees totaling 50 days’ expense of the fee will be effective. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this IRA.

Any brokerage commissions attributable to the assets in your IRA will be charged to your IRA. You cannot reimburse your IRA for those commissions.

8.05 Investment of Amounts in the IRA: You have exclusive responsibility for controlling the investment of the assets of your IRA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state statutes and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this Agreement. After your death, your beneficiary(ies) shall have the right to direct the investment of your IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 8.03 of this article). We shall have no discretion to direct any investment in your IRA. We assume no responsibility for rendering investment advice with respect to your IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we shall have the right to hold any uninvested amounts in cash, and we shall have no responsibility to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your IRA unless you provide timely written directions acceptable to us.

You will select the type of investment for your IRA assets, provided, however, that your selection of investments shall be limited to those types of investments that are authorized by our charter, articles of incorporation, bylaws to offer and do in fact offer for investment in IRAs. We may, in our sole discretion, make available to you, additional investment offerings, which shall be limited to publicly traded securities, mutual funds, money market instruments and other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

8.06 Beneficiary(ies): If you die before you receive all of the amounts in your IRA, payments from your IRA will be made to your beneficiary(ies). You may designate one or more persons or entities as beneficiary of your IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of your IRA. If you do not designate a beneficiary, or if all of your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary.

A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your IRA as his or her own.

We may allow, if permitted by state law, an original IRA beneficiary(ies) (the beneficiary) to designate one or more persons or entities as beneficiary(ies) of your inherited IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original IRA beneficiary’s lifetime. Unless otherwise specified, each beneficiary designation form that the original IRA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original IRA beneficiary(ies) does not designate a successor beneficiary(ies), his or her estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original IRA beneficiary.

8.07 Required Minimum Distributions: Your required minimum distribution is calculated using the uniform lifetime table in Regulations section 1.401(a)-(9)-9. However, if your spouse is your sole designated beneficiary and is more than 10 years younger than you, your required minimum distribution is calculated each year using the joint and last survivor table in Regulations section 1.401(a)(9)-9.

If you fail to request your required minimum distribution by your required beginning date, we can, at our complete and sole discretion, do any one of the following:

- make no distribution until you give us a proper withdrawal request;
- distribute your entire IRA to you in a single lump sum payment; or
- determine your required minimum distribution from your IRA each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

We will not be liable for any penalties or taxes related to your failure to take a required minimum distribution.

8.08 Termination of Agreement, Resignation, or Removal of Custodian: Either party may terminate this Agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your IRA to another financial organization. If you do not complete a transfer of your IRA within 30 days from the date we mail the notice to you, we have the right to transfer your IRA assets to a successor IRA custodian or trustee that we choose in our sole discretion, or we may pay your IRA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this Agreement is terminated, we may charge to your IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- fees, expenses or taxes chargeable against your IRA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your IRA.

If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your IRA to you in cash or property if the balance of your IRA drops below the minimum balance required under the applicable investment or policy established.

8.09 Successor Custodian: If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), and our entire organization (or any portion which includes your IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your IRA, but only if it is the type of organization authorized to serve as an IRA trustee or custodian.

8.10 Amendments: We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
8.11 Withdrawals or Transfers: All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.

8.12 Transfers from Other Plans: We can receive amounts transferred to this IRA from the custodian or trustee of another IRA. In addition, we can accept direct rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover.

8.13 Liquidation of Assets: We have the right to liquidate assets in your IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

8.14 Restrictions on the Fund: Neither you nor any beneficiary may sell, transfer or pledge any interest in your IRA in any manner whatsoever, except as provided by law or this Agreement.

8.15 What Law Applies: This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern.

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

Purpose of Form
Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A traditional individual retirement account (Traditional IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian and must be completed no later than the due date (excluding extensions) of the individual’s income tax return for the tax year. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

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

For more information on IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590, Individual Retirement Arrangements (IRAs).

Definitions
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.
Depositor. The depositor is the person who establishes the custodial account.

Identifying Number
The Depositor’s social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

Traditional IRA for Nonworking Spouse
Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse. Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

Specific Instructions
Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Depositor reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the Depositor 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 Depositor, etc. Attach additional pages if necessary.
RIGHT TO REVOKE YOUR IRA
You have the right to revoke your IRA within seven (7) days of the receipt of the Disclosure Statement. If revoked, you are entitled to a full return of the contribution you made to your IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the Custodian at the address listed on the Application.
If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.
If you have any questions about the procedure for revoking your IRA, please call the Custodian at the telephone number listed on the Application.

REQUIREMENTS OF AN IRA
A. CASH CONTRIBUTIONS – Your contribution must be in cash, unless it is a rollover contribution.
B. MAXIMUM CONTRIBUTION – The total amount you may contribute to an IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or $3,000 for years 2002-2004, $4,000 for years 2005-2007, and $5,000 for 2008, with possible cost-of-living adjustments in years 2009 and thereafter. If you also maintain a Roth IRA, the maximum contribution to your Traditional IRAs (i.e., IRAs subject to Internal Revenue Code (Code) sections 408(a) or 408(b)) is reduced by any contributions you make to your Roth IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation.
C. CONTRIBUTION ELIGIBILITY – You are eligible to make a regular contribution to your IRA if you have compensation and have not attained age 70½ by the end of the taxable year for which the contribution is made.
D. CATCH-UP CONTRIBUTIONS – If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your IRA. The maximum additional contribution is $500 for years 2002-2005 and $1,000 for years 2006 and beyond.
E. NONFORFEITABILITY – Your interest in your IRA is nonforfeitable.
F. ELIGIBLE CUSTODIANS – The Custodian of your IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.
G. COMMINGLING ASSETS – The assets of your IRA cannot be commingled with other property except in a common trust fund or common investment fund.
H. LIFE INSURANCE – No portion of your IRA may be invested in life insurance contracts.
I. COLLECTIBLES – You may not invest the assets of your IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as IRA investments.
J. REQUIRED MINIMUM DISTRIBUTIONS – You are required to take minimum distributions from your IRA at certain times in accordance with Regs. section 1.408-8. Below is a summary of the IRA distribution rules.

1. You are required to take a minimum distribution from your IRA for the year in which you reach age 70½ and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.
2. The applicable divisor is generally determined using the uniform lifetime table provided by the IRS. The table assumes a designated beneficiary exactly 10 years younger than you, regardless of who is named as your beneficiary(ies), if any. If your spouse is your sole designated beneficiary, and is more than 10 years younger than you, the required minimum distribution is determined annually using the actual joint life expectancy of you and your spouse obtained from the joint and last survivor table provided by the IRS, rather than the life expectancy divisor from the uniform lifetime table.
We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½:
(a) make no distribution until you give us a proper withdrawal request,
(b) distribute your entire IRA to you in a single sum payment, or
(c) determine your required minimum distribution each year based on your life expectancy calculated using the uniform lifetime table, and pay those distributions to you until you direct otherwise.
3. Your designated beneficiary is determined based on the beneficiary(ies) designated as of the date of your death, who remains your beneficiary(ies) as of September 30 of the year following the year of your death. If you die:
(a) on or after your required beginning date, distributions must be made to your beneficiary(ies) over the longer of the single life expectancy of your designated beneficiary(ies), or your remaining life expectancy. If a beneficiary other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.
(b) before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiary(ies), either
(i) be distributed by December 31 of the year following the fifth anniversary of your death, or
(ii) be distributed over the remaining life expectancy of your designated beneficiary(ies).
If your spouse is your sole designated beneficiary, he or she must elect either option (i) or (ii) by the earlier of December 31 of the year following the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. You (or, in some cases, your spouse) are an active participant if you are an designated beneficiary, must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions must commence not later than December 31 of the year in which you would have attained age 70½, if later. If a beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.
A spouse who is the sole designated beneficiary of your entire IRA will be deemed to elect to treat your IRA as his or her own by either (1) making contributions to your IRA or (2) failing to timely remove a required minimum distribution from your IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own IRA.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA
A. IRA DEDUCTIBILITY – If you are eligible to contribute to your IRA, the amount of the contribution for which you may take a tax deduction will depend upon whether you (or, in some cases, your spouse) are an active participant in an employer-sponsored retirement plan. If you (and your spouse, if married) are not an active participant, your entire IRA contribution will be deductible. If you are an active participant (or are married to an active participant), the deductibility of your contribution will depend on your modified adjusted gross income (MAGI) and your tax filing status for the tax year for which the contribution was made. MAGI is determined on your income tax return using your adjusted gross income but disregarding any deductible IRA contribution.

Definition of Active Participant – Generally, you will be an active participant if you are covered by one or more of the following employer-sponsored retirement plans:
1. a qualified pension, profit sharing, 401(k), or stock bonus plan;
2. a qualified annuity plan of an employer;
3. a simplified employee pension (SEP) plan;
4. a retirement plan established by the federal government, a state, or a political subdivision (except certain unfunded deferred compensation plans under Code section 457);
5. a tax-sheltered annuity for employees of certain tax-exempt organizations or public schools;
6. a plan meeting the requirements of Code section 501(c)(18);
7. a qualified plan for self-employed individuals (H.R. 10 or Keogh Plan); and
8. a savings incentive match plan for employees of small employers (SIMPLE) IRA plan or a SIMPLE 401(k) plan.
If you do not know whether your employer maintains one of these plans, or whether you are an active participant in it, check with your employer or your tax advisor. Also, the IRS Form W-2, Wage and Tax Statement, that you receive at the end of the year from your employer will indicate whether you are an active participant.
If you are an active participant, are single, and have MAGI within the applicable phaseout range listed below, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out range maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including
catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of $36,000 in 2002, your maximum deductible contribution is $2,400 (the 2002 phase-out range maximum of $44,000 minus your MAGI of $36,000, divided by the difference between the maximum and minimum phase-out range limits of $10,000 and multiplied by the contribution limit of $3,000.)

If you are an active participant, are married and you file a joint income tax return, and have MAGI within the applicable phase-out range listed below, the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out maximum for the applicable year (specified below), and subtract your MAGI range; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of $56,000 in 2002, your maximum deductible contribution is $2,400 (the 2002 phase-out maximum of $64,000 minus your MAGI of $56,000, divided by the difference between the maximum and minimum phase-out limits of $10,000 and multiplied by the contribution limit of $3,000.)

If you are an active participant, are married and you file a separate income tax return, your MAGI phase-out range is generally $50 – $100. However, if you lived apart for the entire tax year, you are treated as a single filer.

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Joint Filers Phase-out Range*</th>
<th>Single Taxpayers Phase-out Range*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>($54,000 – $64,000)</td>
<td>($34,000 – $44,000)</td>
</tr>
<tr>
<td>2003</td>
<td>($60,000 – $70,000)</td>
<td>($40,000 – $50,000)</td>
</tr>
<tr>
<td>2004</td>
<td>($65,000 – $75,000)</td>
<td>($45,000 – $55,000)</td>
</tr>
<tr>
<td>2005</td>
<td>($70,000 – $80,000)</td>
<td>($50,000 – $60,000)</td>
</tr>
<tr>
<td>2006</td>
<td>($75,000 – $85,000)</td>
<td>($50,000 – $60,000)</td>
</tr>
<tr>
<td>2007**</td>
<td>($80,000 – $100,000)</td>
<td>($50,000 – $60,000)</td>
</tr>
</tbody>
</table>

*MAGI limits are subject to cost-of-living increases for tax years beginning after 2006.

**The MAGI limits for 2007 listed above may be subject to additional increases.

The MAGI phaseout range for an individual that is not an active participant, but is married to an active participant, is $150,000-$160,000. This limit is also subject to cost-of-living increases for tax years beginning after 2006. If you are not an active participant in an employer-maintained retirement plan, are married to someone who is an active participant, and you file a joint income tax return with MAGI between the applicable phaseout range for the year, your maximum deductible contribution is determined as follows: (1) begin with the appropriate MAGI phase-out maximum for the year and subtract your MAGI from it; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older.

The resulting figure will be the maximum IRA deduction you may take.

You must round the resulting deduction to the next highest $10 if the number is not a multiple of 10. If your resulting deduction is between $0 and $200 you may round up to $200.

B. CONTRIBUTION DEADLINE – The deadline for making an IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make your IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.

C. TAX CREDIT FOR CONTRIBUTIONS – You may be eligible to receive a tax credit for your Traditional IRA contributions. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed $1,000 in a given year. You may be eligible for the tax credit if:

• age 18 or older as of the close of the taxable year,
• not a dependent of another taxpayer, and
• not a full-time student.

The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Traditional IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed $2,000.

D. TAX-DEFERRED EARNINGS – The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

E. NONDEDUCTIBLE CONTRIBUTIONS – You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of the allowable contribution limit described previously, or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions.

If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution along with your income tax return using IRS Form 8606. Failure to file IRS Form 8606 will result in a $50 per failure penalty.

If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a $100 penalty unless reasonable cause for the overstatement can be shown.

F. TAXATION OF DISTRIBUTIONS – The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, any IRA distribution will be fully included in income.

If you have ever made nondeductible contributions to any IRA, the following formula must be used to determine the amount of any IRA distribution excluded from income.

\[
\text{Adjusted Gross Income} - \text{Non-Deductible Contributions} = \text{Adjusted Gross Income} - \text{Amount Withdrawn}
\]

(Aggregate Nondeductible Contributions) = Amount Excluded from Income

Aggregate IRA Balance

NOTE: Aggregate nondeductible contributions include all nondeductible contributions made by you through the end of the year of the distribution (which have not previously been withdrawn and excluded from income). Also note that the aggregate IRA balance includes the total balance of all of your IRAs as of the end of the year of distribution and any distributions occurring during the year.

G. ROLLOVERS AND CONVERSIONS – Your IRA may be rolled over to an IRA of yours, may receive rollover contributions, and may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your IRA from another IRA, or from your employer’s qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan. Conversion is a term used to describe the movement of Traditional IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. Traditional IRA to Traditional IRA Rollovers – Funds distributed from your IRA may be rolled over to an IRA of yours if the requirements of Code section 408(d)(3) are met. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another IRA to IRA rollover from the distributing IRA during the year preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

2. SIMPLE IRA to Traditional IRA Rollovers – Funds may be distributed from your SIMPLE IRA and rolled over to your IRA without IRS penalty provided, two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA to Traditional IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.
### 3. Employer-Sponsored Retirement Plan to Traditional IRA Rollovers –
You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(b) annuity, or 457(b) governmental deferred compensation plan (other than distributions to nonspouse beneficiaries), unless it is part of a certain series of substantially equal periodic payments, a required minimum distribution, a hardship distribution, or a distribution of Roth 401(k) or Roth 403(b) elective deferrals.

If you elect to receive your rollover distribution prior to placing it in an IRA, thereby conducting an indirect rollover, your plan administrator will generally be required to withhold 20 percent of your distribution as a payment of income tax. When completing the rollover, you may make up the amount withheld, out of pocket, and roll over the full amount distributed from your employer-sponsored retirement plan. To qualify as a rollover, your eligible rollover distribution must be rolled over to your IRA not later than 60 days after you receive it. Alternatively, you may claim the withheld amount as income, and pay the applicable income tax and, if you are under age 59½, the 10 percent early distribution penalty (unless an exception to the penalty applies).

As an alternative to the indirect rollover, your employer generally must give you the option to directly roll over your employer-sponsored retirement plan balance to an IRA. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the IRA (or other eligible employer-sponsored retirement plan) that you designate. The 20 percent withholding requirements do not apply to direct rollovers.

### 4. Nonspouse Beneficiary Rollovers from Employer-Sponsored Retirement Plans –
If you are a nonspouse beneficiary of a deceased employer plan participant, you may directly roll over any rollover assets over a required minimum distribution plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan to an inherited IRA. The IRA must be maintained as an inherited IRA, subject to the beneficiary distribution requirements. (i.e., you may not roll these assets to your own IRA.)

### 5. Traditional IRA to Employer-Sponsored Retirement Plans –
You may roll over, directly or indirectly, any eligible rollover distribution from an IRA to an employer’s qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan so long as the employer-sponsored retirement plan accepts such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from an IRA that is not a part of a required minimum distribution.

### 6. Traditional IRA to Roth IRA Conversions –
If your modified adjusted gross income is not more than $100,000 and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). Beginning in 2010, the $100,000 MAGI limit and the married filing separate tax return to report and remit any additional taxes. This provision applies to distributions during tax years 2006 and beyond.

### 7. Qualified HSA Funding Distribution –
If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans.

### 8. Written Election –
At the time you make a proper rollover to an IRA, you must give a written notice to your employer, your election to treat that contribution as a rollover. If not made, the rollover election is irrevocable.

### H. TRANSFER DUE TO DIVORCE –
If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse’s IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another.

### I. RECHARACTERIZATIONS –
If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with net income attributable back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed.

### LIMITATIONS AND RESTRICTIONS

#### A. SEP PLANS –
Under a simplified employee pension (SEP) plan that meets the requirements of Code section 408(k), your employer may make contributions to your IRA. Your employer is required to provide you with information which describes the terms of your employer’s SEP plan.

#### B. SPOUSAL IRA –
If you are married and have compensation, you may contribute to an IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70½, regardless of whether or not your spouse has compensation. You may make these spousal contributions even if you are age 70½ or older. You must file a joint income tax return for the year for which the contribution is made.

#### C. DEDUCTION OF ROLLOVERS AND TRANSFERS –
A deduction is not allowed for rollover contributions or transfers.

#### D. GIFT TAX –
Transfers of your IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.

#### E. SPECIAL TAX TREATMENT –
Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to IRA distributions.

#### F. INCOME TAX TREATMENT –
Any withdrawal from your IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

#### G. CHARITABLE DISTRIBUTIONS –
If you are age 70½ or older, you may make tax-free distributions of up to $100,000 per year directly from your IRA to certain charitable organizations. Special tax rules may apply. For further detailed information you may wish to obtain IRS Publication 590, Individual Retirement Arrangements from the IRS. This provision applies to distributions during tax years 2006 and 2007.

#### H. PROHIBITED TRANSACTIONS –
If you or your beneficiary engage in a prohibited transaction with your IRA, as described in Code section 4975, your IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your IRA: (1) taking a loan from your IRA; (2) buying property for personal use (present or future) with IRA funds; or (3) receiving certain bonuses or premiums because of your IRA.

#### I. PLEDGING –
If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.

### FEDERAL TAX PENALTIES

#### A. EARLY DISTRIBUTION PENALTY –
If you are under age 59½ and receive an IRA distribution, an additional tax of 10 percent will apply, unless made on account of (1) death, (2) disability, (3) a qualifying rollover, (4) the timely withdrawal of an excess contribution, (5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, (6) medical expenses which exceed 7.5 percent of your adjusted gross income, (7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, (8) certain qualified education expenses, (9) first-home purchases (up to a life-time maximum of $10,000), (10) a levy issued by the IRS, or (11) active military duty (see Qualified Reserve Distributions, below). This additional tax will apply only to the portion of a distribution which is includible in your taxable income.

#### B. EXCESS CONTRIBUTION PENALTY –
An additional tax of six percent is imposed upon any excess contribution you make to your IRA. This additional tax will apply each year in which an excess remains in your IRA. An excess contribution is any amount that is contributed to your IRA that exceeds the amount that you are eligible to contribute.

#### C. EXCESS ACCUMULATION PENALTY –
As previously described, you must take a required minimum distribution by your required beginning date for the year you attain age 70½ and by the end of each year thereafter. Your beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.

#### D. PENALTY REPORTING –
You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.
OTHER
A. IRS PLAN APPROVAL – The Agreement used to establish this IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. ADDITIONAL INFORMATION – You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAX-FORM, or by visiting www.irs.gov on the Internet.

C. 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 organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. HURRICANE-RELATED RELIEF – If you are an individual who sustained an economic loss due to, or are otherwise considered affected by, hurricane Katrina, Rita or Wilma, you may be eligible for favorable tax treatment on distributions and rollovers from your IRA. Qualified distributions include IRA distributions made on or after specified dates for each hurricane and before January 1, 2007 to a qualified individual. For a complete definition of what constitutes a qualified individual and a qualified hurricane distribution for purposes of hurricane relief, refer to IRS Publication 4492, Information for Taxpayers Affected by Hurricanes Katrina, Rita and Wilma.

1. 10 Percent Penalty Exception on Qualified Distributions – Qualified hurricane distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. Taxation May be Spread Over Three Years – If you receive qualified hurricane distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. Repayment of Qualified Hurricane Distributions – You may roll over qualified hurricane distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

For further detailed information on tax relief granted for hurricanes Katrina, Rita and Wilma, and other exceptions which may be granted in the future by the IRS, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements, by calling 1-800-TAXFORM, or by visiting www.irs.gov on the Internet.

E. QUALIFIED RESERVIST DISTRIBUTIONS – If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your IRA and recontribute those amounts to an IRA generally within a two-year period from your date of return. For further detailed information you may wish to obtain IRS Publication 590, Individual Retirement Arrangements from the IRS.
TradeKing Advisors, Inc.

Wrap Fee Investment Program Agreement

Please review this Wrap Fee Investment Program Agreement ("Agreement") carefully as it sets forth the understanding between you (the "Client" and any Attorneys-In-Fact) and TradeKing Advisors, Inc. (the “Firm”) regarding the services the Firm will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

Firm Services. The Firm will provide the Client with an analysis and investment recommendation via its interactive Internet-based questionnaire system to arrive at one of three model investment portfolios (Core, Core With Risk Assist\(^1\), or Momentum) as described in the Firm’s Form ADV Part 2 Wrap Fee Brochure. The recommended portfolio has been determined appropriate for the Client given the Client’s stated objectives and risk profile at the time of the engagement. The Client understands that information regarding the Client’s specific issues that have not been communicated to or analyzed by the Firm may have impact on the suitability of or accuracy therein involving Firm recommendations provided to the Client.

Fees. Investment management accounts are assessed an annualized asset-based fee that is to be paid monthly, in arrears, as described in the following fee table. Minimum account balances for each model portfolio are noted in the Firm’s current Form ADV Part 2 Wrap Fee Brochure. Fees are subject to periodic change after the Agreement is in effect; such changes will be published in advance.

<table>
<thead>
<tr>
<th>Portfolio</th>
<th>Assets Under Management</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core</td>
<td>$0 to $4,999</td>
<td>$12</td>
</tr>
<tr>
<td>Core</td>
<td>$5,000 +</td>
<td>0.25%</td>
</tr>
<tr>
<td>Core with Risk Assist(^1)</td>
<td>$0 to $4,999</td>
<td>$12 + 0.50%</td>
</tr>
<tr>
<td>Core with Risk Assist(^1)</td>
<td>$5,000 +</td>
<td>0.75%</td>
</tr>
<tr>
<td>Momentum</td>
<td>Any Amount</td>
<td>0.50%</td>
</tr>
</tbody>
</table>

For the benefit of discounting the Client’s asset-based fee, multiple accounts may be aggregated for the same individual, or two or more accounts within the same family, or accounts where a family member has power of attorney over another family member’s or incompetent person’s account. Should account restrictions be substantially different for any two or more household accounts, requiring different investment approaches or operational requirements, the Firm reserves the right to apply its fee schedule separately to each account.

Published fees may be discounted at the discretion of a member of the Firm’s management but they are not negotiable.

Fee Assessments: The Firm does not accept cash, money orders or similar forms of payment for its engagements, nor does the Firm allow direct billing. Payments will generally be withdrawn from the Client’s brokerage account maintained at the custodian of record within the first 10 days of each month. The first billing cycle will begin once this Agreement is executed and assets have settled into the Client account held by the custodian of record. Fees for partial months will be prorated based on the remaining days in the reporting period in which the Firm services the account.

Client accounts will be assessed in accordance with the average daily value of the account. In the rare absence of a reportable market value, the Firm may seek a third-party opinion from a recognized industry source (e.g., a public accounting firm), and the Client may choose to separately seek such an opinion at the Client’s own expense as to the valuation of “hard-to-price” securities if necessary.

All advisory fees deducted will be clearly noted on account statements the Client receives from the custodian of record. The Client shares in the responsibility to verify the accuracy of fee calculations; the custodian may not verify billing accuracy for the Client.

By signing this Agreement, as well as the introducing broker and/or custodian of record account opening documents, the Client authorizes the withdrawal of advisory fees from the Client account. The withdrawal of such fees will be accomplished by the introducing broker and/or the custodian of record, not by the Firm, and the introducing broker and/or the custodian will remit the Firm’s advisory fees directly to the Firm.

Service Provider Fees. Any service fees assessed by the introducing broker and/or custodian of record, individual retirement account fees, qualified retirement plan fees or account termination fees will be borne by the account holder, and are per those provided in current (separate) fee schedules of any selected service provider. A list of these fees is available at the introducing broker’s website or by contacting the introducing broker. Clients will be notified of any future changes to these fees by the introducing broker and/or the custodian of record and/or third party administrator for tax-qualified plans.

\(^1\) Risk Assist is a registered trademark of Horizon Investments, LLC, and is used under license by Ibbotson Associates, Inc.
**Commissions.** The Firm does not receive commission payments involving a securities recommendation or transaction service it may provide to the Client.

However, commission and payment for order flow may be made to an affiliate of the Firm involving Client portfolio transactions. Clients are urged to refer to Item 9 of Form ADV Part 2Bor further information.

**Performance-Based Fees.** The Firm shall not receive performance-based fees for its advisory services.

**Termination of Services.** Either party to this Agreement may terminate the contract at any time by communicating the intent to terminate in writing. If the Client verbally notifies the Firm of the termination and, if in two business days following this notification the Firm does not receive the Client written notice, the Firm will make a written notice of the termination in its records and send the Client its own termination notice as substitute. The Firm will not be responsible for investment allocation, advice or transactional services, except limited closing transactions, upon receipt of termination notice. It will be necessary that the Firm inform the broker/dealer and/or custodian of record that the relationship between the Firm and the Client has been terminated.

If the Client did not receive the Firm’s Form ADV Part 2 Wrap Fee Brochure at least 48 hours prior to entering into the Agreement, then the Client will have the right to terminate the engagement without penalty within five (5) business days after entering into the Agreement. Should the Client terminate the engagement after this five-day period, the Client will be assessed fees on a prorated basis for services incurred from either (i) as a new Client, the date of the engagement to the date of the Firm’s receipt of the written termination notice, or (ii) all other accounts, the last billing period to the date of the Firm’s physical or constructive receipt of the written termination notice.

The Firm will return any prepaid, unearned fees within 30 days of the Firm’s receipt of termination notice. Return of advanced fees will only be accomplished via the Client’s investment account at the custodian of record. Individual checks are not issued.

**Account Authority.** The Firm serves accounts on a discretionary basis. Similar to a limited power of attorney, discretionary authority allows the Firm to implement investment decisions, such as the purchase or sale of a security, or the reinvestment/rebalancing on behalf of the Client’s account, without requiring the Client’s prior authorization for each transaction in order to meet stated account objectives. This authority shall be granted by the Client through the execution of this Agreement, as well as the broker/dealer of record’s limited power of attorney form that is part of the Client’s account opening documents.

The broker/dealer and custodian of record will specifically limit the Firm’s authority over the Client’s account to the placement of trade orders and the request for the deduction of advisory fees. Clients retain the right to terminate the Firm’s account authority; however, the Firm will require the account to be closed.

The Client may require reasonable restrictions on the Client’s account. However, each portfolio strategy utilizes ETFs and the Firm has no control over the specific securities bought and sold in the ETF, therefore certain industry or company specific restrictions may not be available. In addition, the Firm will generally honor certain reasonable restrictions communicated by the Client including but not limited to (i) trading on margin or shorting securities; (ii) trading options or other derivative-based securities products; (iii) trading in futures; or (iv) specific ETFs.

**Conflict of Interests.** The Firm will provide disclosure throughout the term of the engagement regarding any material conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice. The Client acknowledges receipt of the Firm’s Form ADV Part 2 Wrap Fee Brochure which describes roles and capacities the Firm and its representatives may serve, as well as whether a conflict of interest may exist. Therefore, the Client is under no obligation to act upon the Firm’s recommendations. If the Client elects to do so, the Client is under no obligation to complete utilize these services through the Firm, an affiliate or recommended service provider/issuer.

**Proxy Voting.** The Firm does not vote Client proxies, to include those accounts it serves on a discretionary basis. The Client shall be responsible for directing the manner in which proxies solicited by issuers of securities the Client owns shall be voted by the Client or the Client’s designee(s) and will make all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other type events pertaining to Client assets. The Firm will instruct the selected service provider to forward to the Client all proxies and shareholder communications relating to the Client’s assets.

**Client Representations.** The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:

- The Client certifies that he/she/it is legally empowered to enter into or perform this agreement.
- If this Agreement is established by a corporation, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.
• If this Agreement involves a pension or other employee benefit plan (a “Plan”) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the Firm accepts appointments to provide advisory services to such an account, the Firm acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA but only with respect to the provision of those services as described within this Agreement. The Client represents that (i) the Firm’s appointment and services are consistent with the Plan documents; and (ii) the Client has furnished the Firm true and complete copies of all documents establishing and governing the Plan and evidencing the Client’s authority to retain the Firm; and (iii) the Client further represents that he/she/it will promptly furnish the Firm with any amendments to the Plan and the Client agrees that if any amendment affects the Firm’s rights or obligations, such amendment will be binding on the Firm only with the Firm’s prior written consent. If the account contains only a part of the assets of the Plan, the Client understands that the Firm will have no responsibilities for the diversification of all the Plan’s investments, and the Firm will have no duty, responsibility or liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, the Client will obtain and maintain at his/her/its expense bonding that satisfies this requirement and covers the Firm and any of its related persons.

• The Client agrees that he/she/it will provide the Firm with the necessary information to provide the agreed upon services.

• The Client agrees and acknowledges that the responsibility for financial decisions is the Client’s and that he/she/it is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the Firm.

• The Client understands and agrees that the Firm performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees the Firm does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.

• The Client agrees the Firm obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by the Firm are based on the professional judgment of the Firm and its representatives and the information the Client provides to the Firm.

• The Client acknowledges and agrees that the Firm shall not be obligated to provide any services under this Agreement with or for the Client if, in the Firm’s reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by the Firm relating to its business conduct with its Clients.

• The Client acknowledges that all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of the Client’s principal that has been invested. The Client understands that the Firm cannot warrant or guarantee the Client’s investment objectives will be achieved.

• The Firm shall not be responsible for the supervision of those assets of the Client not covered through this Agreement.

• The Client understands and agrees that the Firm will not be liable for any loss incurred as a result of the services provided to the Client by the broker/dealer or custodian of record via the Client’s instructions.

Confidentiality of Information. The Firm will regard any information provided by the Client as confidential and all recommendations and/or advice provided by the Firm shall be confidential, with disclosure only upon such terms and to such parties as designated by the Parties or as required by law. By executing this Agreement, the Client acknowledges he/she/it has received the Firm’s privacy policy statement concurrent with the Client’s receipt of the Firm’s Form ADV Part 2A-Appendix 1 wrap fee investment program brochure.

Multiple Clients. In the event the Client is more than one individual, the Firm is authorized to accept the direction of either party and such direction will be binding on all parties. The types of accounts that may include multiple clients include joint accounts, trust accounts, corporate accounts, partnership accounts, and LLC accounts. This authority does not extend to individual accounts including individual accounts and individual retirement accounts unless the Firm receives the account holder’s prior approval.

Electronic Document Delivery. Account documents and information will be electronically delivered to the Client. Such documents and information include, but are not limited to, service agreements, account information, forms, revised advisory firm disclosures, performance reports and various types of general Client communications. Delivery mechanisms may include a Firm web site, portal, secure data transmission services and limited electronic mail (e-mail). The sending of electronic messages and/or information shall constitute delivery of the information, regardless of whether the Client chooses to read it. The Client may not opt out of or revoke this consent to electronic delivery by notifying the Firm in writing of such opt out or revocation. The Client agrees to keep a current, functional e-mail address and will update information with the Firm immediately if an e-mail address or any other contact information changes.

Registration. The Firm is registered as an investment advisor with the United States Securities and Exchange Commission (SEC). The Firm may notice file or meet exemption to such registration in other jurisdictions through which it may conduct investment advisory business.
**Assignment.** Neither party to this Agreement may assign the Agreement without the other party's prior consent.

**Death or Disability.** If the Client is a natural person, the death, disability, or incompetency of the Client will not terminate or change the terms of this Agreement. The Client's executor, guardian, attorney-in-fact, or other legally authorized representative may terminate this Agreement by giving written notice to the Firm.

**Disputes.** If a dispute arises out of this Agreement and cannot be settled through direct negotiation between the Firm and the Client, it may then be resolved by first entering into voluntary mediation, and if the mediation is unsuccessful, then, to the extent not inconsistent with applicable law, by voluntary arbitration before JAMS, Inc. and the fees and expenses of such arbitration shall be borne equally by the Firm and the Client pursuant to JAMS Comprehensive Arbitration Rules & Procedures then in effect (see JAMSADR.com); provided, however, in the event that the Firm becomes a registered broker-dealer and member of the Financial Industry Regulatory Authority, Inc. (“FINRA”) and such dispute is not resolved through negotiation or mediation, such dispute shall be resolved by arbitration in North Carolina under the rules and auspices of FINRA. Mediation shall end as soon as (i) the dispute is resolved; or (ii) the mediator informs the parties that mediation is unlikely to be successful; or (iii) any party elects, after three days of good faith mediation effort, to end mediation. An agreement to arbitrate does not apply to future disputes arising under certain federal or state securities laws. Any arbitration between the parties hereto shall be governed by the laws of the State of North Carolina. Judgment upon the award entered by the arbitrators may be entered in any court of competent jurisdiction. Each party shall be responsible for the cost of its own legal representation at any mediation or arbitration proceeding. A mediation or arbitration hearing site will not be chosen if traveling to that site would cause undue hardship or expense to the Client. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing contained in this Agreement shall constitute a waiver of any rights that the Client may have under federal and state securities laws.

**Other Services.** The Client acknowledges that the Firm does not and will not practice law or offer accounting services to the Client. The Client understands that none of the fees paid under this Agreement relate to such services and that it is the responsibility of the Client to obtain such advice separately if the Client deems it to be necessary.

**Captions and Headings.** The captions and headings of the paragraphs in this Agreement are only for convenience and shall not be used in construing or interpreting this Agreement.

**Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**Entire Agreement; Electronic Signature and Modification.** This Agreement constitutes the final, complete and entire Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns.

The Firm may at any time amend this Agreement without prior notice to the Client. The current version of the Agreement will be posted on TradeKing Advisors' web site and the Client's continued Account activity and web site access after such amendment constitutes the Client's agreement to be bound by all amendments to the Agreement, regardless of whether the Client has actually reviewed them. Continued use of TradeKing Advisors' web site or services after such posting will constitute the Client's acknowledgment and acceptance of such amendment. The Client agrees to regularly consult TradeKing Advisors' web site for up-to-date information about TradeKing Advisors services and any modifications to this Agreement. The Firm is not bound by any verbal statements that seek to amend the Agreement.

By electronically signing the Client acknowledges and agrees that such electronic signature is valid evidence of the Clients consent to be legally bound by this Agreement.

The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. The Client agrees to not contest the admissibility or enforceability of the Firms electronically stored copy of the Agreement.

**Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.

*Execution Section on following page.*
The Client hereby acknowledges receipt of Appendix 1 of Part 2 of Form ADV. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the client entering into any written advisory contract with this investment advisor, then the Client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract or any other provisions of this contract notwithstanding.

Client Signature  Spouse/Partner/Joint Account Signature  Date

Print Client Name  Print Spouse/Partner/Joint Account Partner Name  Date

NOTICES TO BE SENT TO

E-Mail Address

To Client: __________________________
Street Address
City  State  Zip Code

To Firm: TradeKing Advisors, Inc.
Attn: Chief Compliance Officer
11605 N. Community House Rd. Calhoun Bldg. Third Floor
Charlotte, North Carolina 28277

By: __________________________
Firm Officer  Date
Deposit Ticket - Request to deposit funds

Mail all checks to:

<table>
<thead>
<tr>
<th>Regular Mail</th>
<th>Overnight Deliveries</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRADEKING SECURITIES</td>
<td>TRADEKING SECURITIES</td>
</tr>
<tr>
<td>P.O. Box 49050</td>
<td>11605 N. Community House Rd. Calhoun Bldg. Third Floor</td>
</tr>
<tr>
<td>Charlotte, NC 28277</td>
<td>Charlotte, NC 28277</td>
</tr>
</tbody>
</table>

Deposit enclosed check for $ __________.____ If IRA Deposit, specify Tax Year: _____
to My TradeKing Securities Account: ___ ___ - ___ ___ My Name: ______________________

Make all checks payable to TRADEKING SECURITIES and include your account number on the memo line of your check. TRADEKING SECURITIES does NOT accept third-party checks (checks must be drawn off an account whose owner is the same as the owner of the TradeKing Securities account), starter checks, money orders or credit card checks. Funds deposited via check are subject to a 3 business day hold to clear for trading, 10 business days to withdraw by check or ACH, 30 business days to withdraw by wire. Read more about depositing funds at https://www.tradeking.com/FAQ(Accounts/depositsTransfers.tmpl

IRA Accounts – When mailing a check deposit for your IRA please specify the tax year for the contribution on the memo line of the check (if no year is specified, it will be applied to the current year). Indicate on the check if this is a rollover contribution to an IRA.

CASHIER’S and BANK checks – Please instruct your bank to make the check payable to TRADEKING SECURITIES and name you as the REMITTER on the check. Your name must also appear on the TRADEKING SECURITIES account.