403(b)(7)/Roth 403(b)(7) Custodial Account Agreement

SECTION 1. DEFINITIONS

For purposes of this Custodial Account Agreement, the following terms shall have the meaning set forth thereafter:

1.1 Administrator: The person, committee, or other organization named by the Employer in the Employer's 403(b) Plan document to administer the Plan. If no such entity is named, the Administrator shall be the Employer.

1.2 Custodial Agreement: This instrument sets forth the terms and conditions of the Pershing LLC Custodial Account Agreement as set forth hereafter.

1.3 Alternate Payee: A spouse, former spouse, child or other dependent of a Participant who is assigned under a qualified domestic relations order [as defined in Code Section 414(p)] a right to receive all or a portion of the benefits payable with respect to a Participant.

1.4 Application: The written application which incorporates this Custodial Agreement and is signed by the Employee and accepted by the Sponsor and serves to establish a Code Section 403(b)(7) Custodial Account for the Employee.

1.5 Beneficiary: Except as provided in section 5.5, a person designated in writing by a Participant to receive a benefit under this Custodial Agreement in the event of such Participant's death.

1.6 Code or IRC: The Internal Revenue Code of 1986, as amended, including any regulations issued thereunder.

1.7 Custodial Account or Account: The individual account(s) established and maintained under this Agreement for the Employee pursuant to Code Section 403(b)(7).

1.8 Custodian: Pershing LLC or any successor thereto that satisfies the requirements of Code Section 401(f)(2), and which may be appointed by the Financial Institution or the Participant pursuant to Section 8 below.

1.9 Disabled: With respect to a Participant, that he is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of long- continued and indefinite duration, as defined under Code Section 72(m)(7) and the applicable regulations thereunder.

1.10 Elective Deferrals: For any taxable year of an Employee, Elective Deferrals are the sum of:

(a) any salary reduction contributions under a qualified cash or deferred arrangement as defined in Code Section 401(k), to the extent not includible in income under Code Section 402(a)(8);

(b) any salary reduction contributions to a simplified employee pension plan as defined in Code Section 408(k), to the extent not includible in income under Code Section 402(h)(1)(B);

(c) any contributions made pursuant to a Salary Reduction Agreement used to purchase an annuity contract or Custodial Account under Code Section 403(b); and

(d) any salary reduction contribution made to a SIMPLE IRA Plan described in Code Section 408(p).

1.11 Employee: Any person regularly employed by the Employer. Neither "leased employees" within the meaning of Code Sections 414(n) or (o), nor independent contractors shall be considered to be Employees for the purposes of this Agreement.

1.12 Employer: Any organization that is (i) described in Code Section 501(c)(3) and exempt from tax under Code Section 501(a), or (ii) an educational organization described in Code Section 170(b)(1)(A)(ii) which is a State, political subdivision of a State, or any agency or instrumentality of any one or more of the foregoing; or (iii) a church or convention, or association of churches that is exempt from tax under Code Section 501, or by a church related organization described in Section 414(e)(3).

1.13 ERISA: The Employee Retirement Income Security Act of 1974, as amended, including any regulations thereunder.

1.14 Excess Deferral: For any taxable year, that portion of an Employee's Elective Deferrals that exceeds the limits of Code Section 402(g).

1.15 Financial Hardship: With respect to a Participant or the Participant's Beneficiary, a present or pending financial need resulting from unusual costs or expenses, such as unusual medical expenses, higher educational expenses, purchase of a residence, funeral expenses of certain family members, the need to prevent eviction from the Participant's primary residence and the repair of the Participant's primary residence due to a casualty or disaster. Financial Hardship shall be determined in accordance with Section 403(b) of the Code and the regulations thereunder, and the Employer's or Administrator's hardship policy and procedures, if applicable.

1.16 Financial Institution: The Financial Institution is an introducing broker dealer or a registered investment advisor.

1.17 403(b) Plan: The document maintained by the Employer which shall govern eligibility, applicable contribution limits, benefits, distributions and the approved vendors and Investment Companies. Such terms shall also include the Administrative Appendix.

1.18 Includible Compensation: The Participant's wages, salaries or other remuneration received for personal services actually rendered in the course of employment with the Employer and any other amounts treated as compensation under Section 415 of the Code. Such Compensation shall be determined under the most recent year of service pursuant to Section 403(b)(4) IRC and which precedes the taxable year by no more than five years. For taxable years beginning after 12/31/97, such term includes any elective deferral described in Code Section 402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee, and which is not includible in the gross income of the Employee by reason of Sections 125, 132(f)(4) or

457 IRC.

1.19 Investment Company: Any "Regulated Investment Company" within the meaning of Code Section 851(a) which has been approved for this Agreement by the Sponsor.

1.20 Participant: An individual who is or has been employed by the Employer, who has been designated by the Employer as a Participant, and who contracts in writing with the Employer for contributions hereto or for whom contributions have been made by the Employer on his or her behalf.

1.21 PPA: The Pension Protection Act of 2006 including any regulations or other guidance issued thereunder.

1.22 Required Beginning Date: (a) the April 1 of the calendar year following the calendar year in which the later of retirement or attainment of age 70 ½ occurs; (b) In the case of an individual who attains age 72 on or after January 1, 2020 but before January 1, 2023, the Required Beginning Date shall be the April 1 of the calendar year following the calendar year in which the later of retirement or attainment of age 72 occurs; (c) In the case of an individual who attains age 73 on or after January 1, 2023 but before January 1, 2033 the Required Beginning Date shall be the April 1 of the calendar year following the calendar year in which the later of retirement or attainment of age 73 occurs; and (d) In the case of an individual who attains age 75 on or after January 1, 2033 the Required Beginning Date shall be the April 1 of the calendar year in which the later of retirement or attainment of age 75 occurs.

1.23 Salary Reduction Agreement: A written contract executed by the Employee and the Employer authorizing either a reduction in the Employee's future compensation or a waiver of increasing future compensation provided that such amounts shall be contributed to the Employee's Custodial Account by the Employer.

1.24 Sponsor: The Financial Institution serves as Sponsor. Sponsor receives direction from the Participant for the acquisition and disposition of investments for the Custodial Account.

1.25 Year of Service: Each full tax year during which the Participant was a full-time Employee of the Employer. A fraction of a year shall be counted for each full tax year during which the Participant was a part-time Employee of the Employer and for each part of a year during which the Employee was a full-time or part-time Employee of the Employer. In no case shall the Years of Service be less than one (1).

SECTION 2. ESTABLISHMENT OF CUSTODIAL ACCOUNT

2.1 The Sponsor shall open and the Custodian shall maintain a Custodial Account for each eligible Employee who completes an Application; and the Custodian shall hold, in accordance with the terms hereof, contributions to the Custodial Account and any gain, loss or income from the investment thereof. The Employee shall notify the Sponsor in writing of any change in name, address, or Social Security Number. By signing the Application, the eligible Employee agrees to the terms and condition of this Custodial Agreement.

SECTION 3. CONTRIBUTIONS

3.1 Contributions to the Account: Neither the Custodian nor the Sponsor shall accept cash contributions from the Employer on behalf of Participants in accordance with the Salary Reduction Agreement between the Participant and the Employer. Participant shall specify the accounts to which the contribution is to be credited and the investments which are to be purchased with such contribution.

Employer may also make Employer Contributions to the Custodial Account for the Participant. Contributions made by the Employer to the Sponsor for any Participant shall not exceed the limitations set forth in Code Sections 415, 402(g), 403(b) and 414(v). No Participant shall be permitted to have Elective Deferrals made under this Custodial Account Agreement or any other plan maintained by the Employer, during any taxable year, in excess of the dollar limitation contained in Code Section 402(g) in effect at the beginning of such taxable year, except to the extent permitted under Code Section 402(g)(7) and 414(v), if applicable.

If permitted under the Employer's 403(b) Plan, based on the definition of Includible Compensation (as defined above), the Employer may contribute for a period of no more than five years (referred to as the "5-year post employment contributions") after the Participant has incurred a severance from employment. This Account may also accept contributions that are attributable to accumulated sick and vacation pay.

3.2 Plan to Plan Transfer and Exchange Contributions: Pursuant to the Employer's 403(b) Plan, the Participant may transfer (or request an exchange) in cash from another custodial account qualified under Section 403(b)(7) of the Code and/or from an annuity contract qualified under Section 403(b) of the Code to the Custodial Account if the Administrator, certifies that the transaction meets the requirements for a tax-free transfer or exchange under section 1.403(b)- 10(b), and other applicable laws or rulings of the Internal Revenue Service, or is a rollover contribution described in Sections 403(b)(8) or 408(d)(3)(A)(iii) of the Code. Plan-to-Plan Transfer or Exchange assets once received shall be applied to the original source from such transferred or exchanged assets, on behalf of such Participant for purposes of this Custodial Agreement and shall be invested, distributed, and otherwise dealt with as such. If it is not possible to determine the source of the funds being transferred or involved in an exchange, then the assets shall be record kept by the Employer or the Administrator and will be subject to the strictest distributable events with respect to sources under this Custodial Account Agreement.

Transferred funds shall be accounted for separately and continue to be subject to any distribution rules under the prior 403(b)(1) or (7) plan, which were more stringent than the rules contained in this Custodial Account. Rollover assets shall be accounted for separately in a rollover account. Unless the Employer has otherwise elected in the 403(b) Plan, rollover assets shall be available for distribution at any time.

3.3 Make-up Contributions for Qualified Military Service: Not-withstanding any provisions to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

3.4 Return of Excess Deferral: Unless the Employer's 403(b) Plan provides a different method and date for notification of an Excess Deferral, if a Participant makes an Excess Deferral to the Custodial Account for any tax year, such Participant may give written notice to the Sponsor of the amount of the Excess Deferral no later than March 1 following the close of that tax year. If the Participant gives such written, timely notice to the Sponsor, the Sponsor may distribute to the Participant the amount of the Excess Deferral, together with income attributable thereto, by April 15th of the following taxable year.

3.5 Return of Excess 415 Contributions: Excess 415 Contributions shall be corrected in the method or methods as outlined in the Employer 403(b) Plan. If permitted under the Employer's 403(b) Plan, and if as a result of a reasonable error in estimating a Participant's annual compensation, a reasonable error in determining the amount of elective deferrals under Section 402(g)(3) of the Code, or any other circumstances that the Internal Revenue Service shall determine meets the requirements of Section 415 of the Internal Revenue Code and the regulations thereunder, an excess annual addition occurs in any Participant's account, a distribution is permitted as directed by the Employer or Administrator from this Custodial Account of such excess. If there are additional employer plans involved that are not 403(b) plans, the 415 excesses must be distributed from the Employer's 403(b) Plan.

3.6 Liability for Excess Amounts: Unless otherwise agreed to in writing, neither the Sponsor nor the Custodian shall have any duty to determine whether an Excess Deferral, or contribution in excess of the limitations under Code Sections 403(b), 402(g) or 415 ("Excess Amounts") has been made by or on behalf of the Participant. The Sponsor and the Custodian shall not be held liable by the Participant or any other person(s), trusts or other entity for failing to determine whether an Excess Deferral or Excess Amounts was made or for failing to distribute an Excess Deferral absent the request of the Participant. Neither the Sponsor nor the Custodian shall not be liable to the Participant or any other person(s), trusts or entity for taxes or other penalties incurred as a result of the Excess Deferral or Excess Amounts (including any income attributable thereto) or as a result of a distribution of an Excess Deferral and any income attributable thereto.

3.7 Mistaken Contributions: Notwithstanding any other provision herein and to the extent permitted by law, if any Employer contribution made hereto is made as a result of a computational, recordkeeping, data entry or similar ministerial or administrative error, the Participant agrees that the Sponsor or Custodian may return to the contributing Employer the amount of such erroneous contribution, as directed by the Employer or Administrator.

3.8 Employer Contributions: If elected by the Employer in the 403(b) Plan:

(a) The Employer may contribute on behalf of the Participant a matching contribution, a nonelective contribution, or post-employment contributions to this 403(b) that meets the Code requirements.
(b) Employer Contributions shall include contributions made by the Employer on behalf of the Participant. Such contributions shall not cause the Participant's account to exceed the limitations of section 415(c)(1) of the Code.
(c) any contributions made pursuant to a Salary Reduction Agreement used to purchase an annuity contract or Custodial Account under Code Section 403(b); and
(d) Employer Contributions may also be made pursuant to an Employment Agreement and may include Paid-Time Off (PTO) contributions while working.

SECTION 4. INVESTMENT OF ACCOUNT ASSETS

4.1 Investment of Contributions: The Sponsor shall as directed by the Participant, invest the amount of the contributions credited to the Custodial Account in full and fractional shares of one or more Investment Companies made available from time to time by the Sponsor. The Sponsor shall be responsible for the execution of such orders and for maintaining adequate records thereof. However, if any such orders are not received as required, or, if received, are unclear in the opinion of the Sponsor, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation, and without liability for interest pending receipt of such orders or clarification, or the contribution may be returned to the Employer. The Sponsor and the Custodian shall have no duty other than to follow the written investment directions of the Participant and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Participant.

4.2 Investment Adviser: The Participant may appoint an Investment Adviser to direct the investment of all or a portion of this Custodial Account. The Participant shall notify the Sponsor in writing of any such appointment by providing the Sponsor a copy of the instruments appointing the Investment Adviser and evidencing the Investment Adviser's acceptance of such appointment. The Sponsor shall comply with any investment directions furnished to it by the Investment Adviser, unless and until it receives written notification from the Participant that the Investment Adviser's appointment has been terminated. The Sponsor shall have no duty other than to follow the written investment directions of such Investment Adviser and shall be under no duty to question said instructions, and the Sponsor shall not be liable for any investment losses sustained by the Participant.

4.3 Investment of Gains and Dividends: All dividends and capital gains distributions on shares held in the Custodial Account shall be reinvested in such shares in accordance with the Investment Company's current prospectus.

4.4 Voting and Other Action: All shares of Investment Companies acquired by the Custodian pursuant to the Custodial Agreement shall be held in the name of the Custodian for the benefit of the Participant. The Custodian or the Sponsor shall cause to be delivered to the Participant any required notices, prospectuses, account statements, proxies and proxy soliciting materials relating to shares held in the Custodial Account, as specified in the Employer's Administrative Appendix.

4.5 Identification of Accounts: All shares of the Investment Companies acquired by the Custodian shall be held in the name of the Custodian or its nominee for the benefit of the Participant (or the Beneficiary after the Participant's death).

SECTION 5. DISTRIBUTIONS FROM THE CUSTODIAL ACCOUNT

5.1 Request for Distribution: Distribution from the Custodial Account shall be made by the Custodian only to a Participant, his designated Beneficiary or Alternate Payee. No purported sale, transfer, pledge or assignment by the Participant, the Participant's s spouse or Beneficiary of all or any part of an interest in the Custodial Account shall be recognized by the Custodian except as provided herein. The interest of a Participant, the Participant's spouse or Beneficiary in the Custodial Account shall not be subject to the debts, contracts, liabilities, engagements, or torts of such person or to attachment or legal process against such person. All distributions from this Custodial Account shall be requested on a form approved by the Custodian.

5.2 Limitations on Distributions: If available under the Plan document, the Custodian shall make distributions only upon the written authorization of the Employer or the Administrator evidencing that one or more of the following events have occurred:

(a) the Participant becomes Disabled;
(b) the Participant separates from service;
(c) the Participant dies;
(d) the Participant has attained age 59 ½;
(e) the Plan is terminated; or
(f) any additional distribution option that is permitted under the Employer's 403(b) Plan.

5.3 Timing of Distributions: Distribution from the Custodial Account shall commence within thirty (30) days after the Employer notifies the Custodian that the Participant is entitled to distributions, unless the Participant makes a prior election to defer distribution or the commencement of distributions to a subsequent date which is not later than the Required Beginning Date, unless a later date is permitted by the Code, regulations issued thereunder, or other Internal Revenue Service pronouncements. Such election shall be made by written notice filed with the Sponsor. Notwithstanding this provision, the Sponsor and the Custodian shall not be responsible for making any distribution until such time as it has received proper written notification from the Participant, his or her surviving spouse or Beneficiary of the occurrence of an event described in Section 5.2 herein. Unless the Employer's 403(b) Plan indicates otherwise, the Required Beginning Date shall mean the April 1st following the applicable age under section 1.22 or the year in which the Participant retires.

5.4 Form of Distribution: Unless otherwise required under applicable laws, distribution shall be made in cash or in kind in any one or more of the following ways:

(a) a single payment;
(b) installments for a period certain not to exceed the life expectancy of the Participant or the Participant's designated Beneficiary or the joint lives and last survivor expectancies of the Participant and the Participant's designated Beneficiary;
(c) Ad Hoc distributions; or
(d) a combination of (a), (b) and (c).

5.5 Designation of Beneficiary:

(a) A Participant may designate any person, trust, organization, or estate to receive the balance of the Custodial Account at the Participant's death, by filing such designation with the Custodian in a form acceptable to the Custodian. Such designation may be changed or revised from time to time by filing such Designation with the Custodian. If no designation has been made, or if no primary or contingent Beneficiary is living at the time of a Participant's death, the Custodian shall distribute the Custodial Account in the following order of preference: (a) the Participant's surviving spouse, if any (ii) the Participant's surviving children, if any, in equal shares or (ii) if there are no surviving children; then the Participant's estate.
(b) Upon the death of the Participant, any Beneficiary may name a subsequent beneficiary(ies) to receive the balance of the account to which such Beneficiary is entitled upon the death of the original Beneficiary. Such original Beneficiary may name a subsequent beneficiary(ies) by completing a Beneficiary Designation form acceptable to and filed with the Custodian.
(c) Payments to such subsequent Beneficiary(ies) shall be distributed in accordance with the payment schedule applicable to the original Beneficiary. In no event can any subsequent Beneficiary be treated as a designated Beneficiary of the Participant. The preceding sentence shall not apply with respect to the subsequent Beneficiary(ies) of an original spouse beneficiary where the Participant dies before his or her required beginning date. If the balance of the account has not been completely distributed to the original Beneficiary and such Beneficiary has not named a subsequent Beneficiary or no named subsequent Beneficiary is living on the date of the original Beneficiary's death, such balance shall be payable to the estate of the original Beneficiary.
(d) Participants may designate primary and secondary Beneficiaries. A secondary Beneficiary and/or Beneficiaries will become entitled to a distribution of any remaining balance of the Participant's Account only after the death of any and all primary Beneficiaries.
(e) If more than one Beneficiary is named in either category, benefits will be paid according to the following rules:

    (1) Beneficiaries can be designated to share equally in or to receive specific percentages of, the remaining balance, if any, of the Participant's Account.
    (2) If a Beneficiary dies before the Participant, only the surviving Beneficiaries will be eligible to receive any benefits in the event of the death of the Participant. If more than two Beneficiaries are originally named to receive different percentages of the benefits, surviving Beneficiaries will share in the same proportion to each other as indicated in the original designation.

5.6 Minimum Distribution Requirements

(a) General Rules:

(1) Effective Date: Unless an earlier effective date is used by the Sponsor, the provisions of this Section 5.6 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
(2) Precedence: The requirements of this Section will take precedence over any inconsistent provisions of the plan beginning with the 2025 calendar year.
(3) Requirements of Treasury Regulations Incorporated: All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(b) Time and Manner of Distribution.

(1) Required Beginning Date: The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
(2) Death of Participant Before Distributions Begin: If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

    (A) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, except as provided in section below, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age under section 1.22.

(B) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, except as provided below, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this section 5.6(b)(2), other than section 5.6(b)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of this sections 5.6(b)(2) and section 5.6(d), unless section 5.6(b)(2)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If section 5.6(b)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section 5.6(b)(2)(A).

(3) Forms of Distribution: Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with sections 5.6(c) and 5.6(d) of this section 5.6. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's spouse, and such spouse is at least 10 years younger than the Participant, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death:** Required minimum distributions will be determined under this section 5.6(c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death

(1) Death On or After Date Distributions Begin:

(A) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) Death Before Date Distributions Begin:

(A) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in section 5.6(d)(1).

(B) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under section 5.6(b)(2)(A), this section 5.6(d)(2) will apply as if the surviving spouse were the Participant.

(e) Definitions

(1) Designated Beneficiary. The individual who is designated as the beneficiary under this custodial account and is the Designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(2) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under section 5.6(b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required Beginning Date. The applicable date specified in section 1.22.

5.7 Distributions under a Qualified Domestic Relations Order:

(a) Distributions of all or any part of a Participant's Account pursuant to the provisions of a qualified domestic relations order (QDRO) as defined in Code Section 414(p) are specifically authorized. The Employer or the Administrator shall be responsible for review of a domestic relations order and the determination that such order meets the qualifications necessary for distribution.

(b) The earliest retirement age shall be the earlier of:

(1) The earliest date that benefits are payable under this Agreement to the Participant; or

(2) The later of the date the Participant attains age 50 or the date on which the Participant could obtain a distribution from this Agreement if the Participant had separated from service.

(c) The Alternate Payee may receive payment of benefits under this Agreement in any optional form of benefit available under Section
5.4 herein, including a Direct Rollover.

(d) The Alternate Payee may receive a payment of a benefit under this Agreement prior to the earliest retirement age as defined in Section 5.7 herein if the QDRO specifically provides for such earlier payment and the Employer's Plan permits the earlier distribution. If the present value of the payment exceeds $5,000, the Alternate Payee must consent in writing to such distribution.

5.8 Plan-to-Plan Transfers from this Custodial Account. The Participant may cause the transfer (or exchange), in cash, of all or any portion of the balance credited to a Participant's account from this Custodial Account directly to the custodian of another custodial account qualified under Section 403(b)(7) of the Code or to an insurance company designated by the Participant for the purchase, for the benefit of the Participant, of an annuity contract qualified under Section 403(b) of the Code if the Administrator, or Vendor, if applicable certifies that the transaction meets the requirements for a tax-free transfer or exchange under section 1.403(b)-10(b), and any other applicable laws or rulings of the Internal Revenue Service. Plan-to-Plan Transfer or Exchange assets once received by the new custodian or issuer shall be applied to the original source from such transferred or exchanged assets, on behalf of such Participant. If it is not possible to determine the source of the funds being transferred or involved in an exchange then instructions shall accompany the assets for such assets to be placed in a restricted source under the new custodial account (or annuity) and will be subject to the strictest distributable events with respect to sources under the new custodial account or annuity.

5.9 Beneficiary Direct Rollover: If permitted under the Employer's 403(b) Plan, a direct trustee-to-trustee transfer of any portion of a distribution from an eligible retirement plan may be made to an individual retirement plan described in section 408(a) or (b) (an "IRA") that is established for the purpose of receiving the distribution on behalf of a designated beneficiary who is a beneficiary (whether spouse or nonspouse), and such transfer shall be treated as a direct rollover of an eligible rollover distribution for purposes of section 402(c).

5.10 Direct Rollovers:

(a) Notwithstanding any provision of this Custodial Account or the Employer's 403(b) Plan to the contrary that would otherwise limit a distributee's election under this section, a Distributee may elect, at the time and in the manner prescribed by the Sponsor, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover.

(b) Definitions:

(1) Eligible Rollover Distributions: An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee and the distributee's designed beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; any hardship distribution described in Treasury Notice 2000-32 (and subsequent rulings) received after 12-31-99, the portion of any other distribution(s) that is not includible in gross income; and any other distribution(s) that is reasonably expected to total less than $200 during the year.

(2) Eligible Retirement Plan:

(A) An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a tax-sheltered annuity plan described in Section 403(b) of the Code, or a custodial account described in Section 403(b)(7) of the Code, that accepts the distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(B) An Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code; an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and a qualified plan under section 401(a) and which agrees to separately account for amounts transferred into such plan from this Custodial Agreement. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relation Order, as defined in Section 414(p) of the Code.

(3) Distributee: A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(4) Direct Rollover: A Direct Rollover is a payment by the Plan to the Eligible Retirement Program specified by the Distributee.

SECTION 6. NONFORFEITABILITY

6.1 A Participant's interest in the balance of his account attributable to his/her salary reduction contributions (including ORP Statutory Employee Contributions and TSA Contributions) shall at all times be nonforfeitable.

SECTION 7. LOANS

7.1 If permitted under the Employer's 403(b) Plan, Loans may be permitted under this 403(b)(7) Custodial Account, based on the Employer's or the Administrator's Loan Policy.

SECTION 8. POWERS AND DUTIES OF THE CUSTODIAN

Notices: Any required notice regarding this Custodial Account will be considered effective when mailed or electronically communicated by the Custodian to the Participant that is on the records of the Custodian. Any notice to be given to the Custodian will be effective when received by the Custodian. The last address of the Participant on the records of the Custodian will be the address used for any tax withholding, disbursement, and reporting required by taxing authorities. The Participant will notify the Custodian and the Sponsor of any change of address.

8.1 All notices, requests and other communications to the Custodian or Sponsor by the Employer or any Participant (or his spouse or Beneficiary) shall be in writing and in such form as the Custodian or Sponsor may from time to time prescribe. The Sponsor or the Custodian shall be entitled to rely on any such instruments believed by it to be genuine.

8.2 Custodian's Powers: Subject to the terms of this Agreement and applicable law, the Custodian shall have all powers provided by any applicable statute and otherwise at law or in equity (including the common law) and duties set forth in this Custodial Agreement. The Custodian shall have all power and authority in the administration of the Custodial Account.

8.3 Fees, Expenses, and Indebtedness: (a) Compensation of the Custodian. The Custodian shall be entitled to such reasonable fees for its services hereunder and to reimbursement for all reasonable expenses incurred in the management of the Account. (b) Payment and Deduction of Fees and Expenses. The annual maintenance, termination and other administration fees shall be charged by the Custodian and/or Financial Institution in accordance with the fee schedule that is then in effect. The fee schedule may be amended by the Custodian and/or Financial Institution from time to time. Any Custodian's or Financial Institution's fees and administrative expenses when due may be automatically charged to the Account. Alternatively, the Participant may choose to pay the fees and administrative expenses in a timely manner before the Account has been so charged. The Custodian or the Financial Institution reserves the right to liquidate any assets of the Account to collect any charge for which payment may at any time be past due. In the event the Account is terminated by the Participant, Financial Institution or the Custodian for any reason (including closing the Account and opening a new account with the same Custodian), the Custodian or Financial Institution shall be entitled to receive the full termination fee, along with the full, non-prorated current year maintenance fees, regardless of the date during the year that the Account is terminated. Such amounts will be automatically charged against the Account. Any reimbursement of fees charged against the Account will be recorded as a contribution to the Account and reported to taxing authorities accordingly. Specific fee details are provided in the current fee schedule available from the Financial Institution. In the event the Financial Institution no longer has a relationship with the Custodian, the Custodian reserves the right to charge its standard maintenance and termination fee, which changes from time to time. (c) Brokerage Commissions. The Account will be charged brokerage commissions and other securities transaction—related charges for the transactions in the Custodial Account in accordance with the Custodian's usual practice. (d) Indebtedness. The Participant shall pay any debit balance or other obligation to the Custodian on demand.

8.4 Resignation and Termination: The Custodian may resign at any time upon sixty (60) days' notice in writing to the Employer and Participant (unless such notice is waived) and may be removed by the Financial Institution at any time upon sixty (60) days' notice in writing to the Custodian. Upon such resignation or removal, the Financial Institution shall identify a successor custodian, which successor shall be acceptable under Code Section 401(f)(2) and direct the Custodian to appoint such successor. If, within sixty (60) days after effective date of the Custodian's resignation, the Financial Institution has not appointed a qualified successor custodian which has accepted such appointment, the Custodian may appoint such successor itself. Upon receipt by the Custodian of written acceptance of appointment by the successor custodian, the Custodian and Financial Institution (if applicable) shall transfer and pay over to such successor the assets of the Custodial Account and all records pertaining thereto, reserving such sum as it may deem advisable for payment of all its fees, compensation, costs and expenses and any other liabilities constituting a charge on or against the assets of the Custodial Account. The successor custodian shall thereafter be the Custodian under this Custodial Agreement.

8.5 Responsibilities: The Custodian and Financial Institution shall not be responsible in any way, except as specifically provided herein, for the collection of contributions, the purpose or propriety of any distribution, or any other action taken at the direction of the Employer, the Participant, or a Beneficiary. Each Participant and Employer shall always fully indemnify and hold harmless the Custodian and Financial Institution, their successors and assigns, from any liability arising from the receipt of contributions, payment of distributions, or actions taken at the direction of such Employer, Participant, or Beneficiary. Specific responsibilities of the parties shall be further clarified in the Administrative Appendix to the 403(b) Plan.

8.6 Liability: The Custodian shall not be liable for any loss of any kind that may result from any action taken by the Custodian in accordance with the directions of the Participants, the Beneficiary(es), or his or her designated agent or attorney in fact or from any failure to act because of the absence of any such directions. The Custodian is not liable for any losses directly or indirectly caused by acts of war, acts of terrorism, labor disputes, exchange, or market decisions, including the suspension of trading, market volatility, trade volume or by government restriction. The Participant shall duly indemnify and hold harmless the Custodian from any liability which may arise a under this Agreement except liability arising from the Custodian's negligence or willful misconduct. To the extent permitted by applicable law, the Custodian and Financial Institution shall be protected in acting upon any written order from the Employer or Participant or any other notice, request, instruction or direction, consent certificate or other instrument or paper reasonably believed by it to be genuine and to have been properly executed, and, so long as it acts in good faith, in taking or omitting to take any other action. The Custodian may submit any question arising hereunder or in respect of the Custodial Account to counsel, including its own general counsel, and shall be protected to the extent permitted by applicable law, in acting on the advice of such counsel.

Subject to the provisions of applicable law, the Participant, his Beneficiary or the personal representative shall have the sole authority to enforce this Agreement on behalf of any all persons having or claiming any interest in the Account by virtue of this Agreement. To protect the account from expenses which might otherwise be incurred, it has been imposed as a condition to the acquisition of any interest in the Account, and it is hereby agreed, that subject to the provisions of applicable law, no person other than the Participant, his Beneficiary or personal representative, or the Employer, to the extent that the Custodian and/or Sponsor owes a duty to the Employer under this Agreement, may institute or maintain any action or proceeding against the Custodian and/or Sponsor in the absence of a determination of a court of competent jurisdiction to the contrary.

8.7 Information Sharing: The Financial Institution and the Custodian are authorized to provide to, and receive from, the Employer or its authorized representative, information relating to the Participant's Custodial Account, including non-public, personal information. Such information includes, but is not limited to, information regarding the Participant's employment status. The Participant acknowledges that this information exchange is necessary to enable the Employer to satisfy the applicable requirements of Section 403(b) of the Code and regulations issued thereunder, in order to maintain the tax-favored status of the Participant's Custodial Account.

SECTION 9. REPORTS AND RETURNS

9.1 The Custodian shall:

(a) maintain separate records of the interest of each Participant (or his designated Beneficiary) in the Custodial Account indicating (i) the amounts and dates of all contributions, (ii) the investment of such contributions, (iii) the earnings on such investments, (iv) the amounts and dates of all distributions and (v) such other data as deemed useful in carrying out its duties hereunder;

(b) send each Participant, no less frequently than once per calendar quarter, an account statement containing information with respect to the investment of such contributions, and the current status of the account;

(c) mail a quarterly summary of the activity in the Custodial Account during the preceding quarter and a statement showing the value of the assets held in the Custodial Account as of the end of such quarter.

9.2 The Custodian shall file such returns or reports with respect to the Custodial Account as are required to be filed by it under the Code and the regulations thereunder, or by the Department of Labor, if applicable, and the Employer, Administrator and each Participant shall provide the Custodian with such information available to them as the Custodian may be required to file such reports.

SECTION 10. AMENDMENTS AND TERMINATION

10.1 This Custodial Agreement may be amended by the Custodian by notifying the Participant of such an amendment and posting the amended language and any restated documents if applicable on a website maintained by the Custodian. Participant consents to the delivery of the applicable notices using an electronic medium and confirms that the Participant is capable of accessing websites. Notwithstanding the above, no amendment shall be made by the Custodian which shall cause or permit:

(a) any part of the assets in the Custodial Account to be diverted to purposes other than for the exclusive benefit of the Participant or his Beneficiaries; or
(b) except as may be permitted under Section 5.7 herein, any part of such assets to revert to or become the property of the Employer; or
(c) any Participant, or his Beneficiary, to be deprived of any benefit to which he was entitled under the Custodial Account by reason of contributions made by the Employer prior to such amendment, unless such amendment is necessary either to conform the Custodial Account to, or to satisfy the condition of, any law, governmental regulation or ruling, or to permit the Account to meet the requirements of the Code; or
(d) any responsibilities of the Custodian and Financial Institution under the Agreement to be increased without its written consent.

10.2 This Custodial Agreement may be terminated for any reason by the Custodian. The Custodial Agreement shall terminate upon the complete distribution of assets in the Custodial Account or in the event that a determination is made by the Internal Revenue Service that the Custodial Account does not satisfy the requirements of Code Section 401(f)(2) or that contributions thereto are not treated under Code Section 403(b)(7)(A) as contributed for annuity contracts. In event of termination , the balance in the Custodial Account shall be distributed to the Participant (or their respective surviving spouses or Beneficiaries, as the case may be) in accordance with the directions of the Employer or Administrator.

SECTION 11. CONSTRUCTION AND GOVERNING LAW

11.1 The Custodial Account is established with the intention that it qualify as a custodial account under Code Section 401(f)(2) and that contributions thereto be treated under Code Section 403(b)(7)(A) as amounts contributed for annuity contracts, and the provisions of this Agreement shall be construed in accordance with such intention. This Agreement shall be governed by the laws of the State of New York to the extent such laws are not preempted by the laws of the United States, and if applicable the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

11.2 The determination that any provision of this Custodial Agreement is not enforceable shall not affect the validity or enforceability of the remaining provisions of this Custodial Agreement. Unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Custodial Agreement, as modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.

11.3 If there is a conflict between the Custodial Agreement and the 403(b) Plan, the 403(b) Plan shall control with regard to plan qualification provisions but not with respect to operational services performed by the Custodian.

SECTION 12. ARBITRATION DISCLOSURES

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

ARBITRATION AGREEMENT
ANY CONTROVERSY BETWEEN ME, FINANCIAL INSTITUTION AND PERSHING SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA).

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN. THE LAWS OF THE STATE OF NEW YORK GOVERN.

403(b)(7)/Roth 403(b)(7) Application

Pershing LLC serves as IRA Custodian or Non-Bank Trustee (Custodian).

STEP 1. ACCOUNT INFORMATION

This Application can only be used in conjunction with the 403(b)(7)/Roth 403(b)(7) Custodial Account Agreement stipulated by the Custodian.

☐ Check here if this account is subject to the terms of the Employee Retirement Income Security Act of 1974 (ERISA).
(If you are not sure if this account is subject to the terms of ERISA, ask your employer. If checked, you must submit a separate Beneficiary Designation Form in addition to this Adoption Agreement.)

I Hereby Designate the Following as the Financial Organization	Account Number		RR Number
		1	

Account Type

☐ Participant ☐ Roth Participant ☐ Employer

STEP 2. PARTICPANT INFORMATION

Name		Gender(if applicable) ☐ M ☐ F
Social Security or Tax ID Number		Date of Birth (if applicable)
Address (No P.O. Box Addresses)		
City	State	Zip/Postal Code
Home Phone	Business Phone	Mobile Phone

Marital Status ☐ Single ☐ Married* ☐ Divorced ☐ Domestic Partner ☐ Widowed

*If Married, Spousal Consent may be required. See below

STEP 3. EMPLOYER INFORMATION

Employer Name		
Employer Address		
City	State	Zip/Postal Code

*If maintained at Pershing LLC.

STEP 4. BENEFICIARY DESIGNATIONS

Pershing considers the following as a standard beneficiary request:

- Name of an Individual(s)
- Name of Group(s) (e.g. charity)
- Specifically dated Trust (s), subject to proper qualification
- Estate (FYI — Pershing will require a Court Order and instructions from the Executor for the proper distribution of the assets. The Tax ID of those entities must be entered on the appropriate forms.)

The following shall be my beneficiary or beneficiaries of this Account.If I designate more than one primary or contingent beneficiary, but do not specify the percentages to which such beneficiary or beneficiaries are entitled, payment will be made to the surviving beneficiary or beneficiaries in equal shares. If no beneficiary is named, the beneficiary provisions outlined in the Custodial Account Agreement will apply. The total allocation of all primary beneficiaries must equal 100%.

To designate your Estate as your beneficiary, write in “Estate” in the primary beneficiary section. “Per Will” designations are not acceptable designations.

If no beneficiary is named, the beneficiary provisions outlined in the Custodial Account Agreement will apply.

ADOP

To designate your Estate as your beneficiary, write in “Estate” in the primary beneficiary section. “Per Will” designations are not acceptable designations.

Primary Beneficiaries

Primary Beneficiary1 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Primary Beneficiary2 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Primary Beneficiary3 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Primary Beneficiary4 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Primary Beneficiary5 Name				Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F		Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)			☐ Per Stirpes
Legal Address					
Mailing Address (If different than Legal Address)					
Home Phone		Business Phone		Mobile Phone	

Primary Beneficiary6 Name				Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F		Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)			☐ Per Stirpes
Legal Address					
Mailing Address (If different than Legal Address)					
Home Phone		Business Phone		Mobile Phone	

Primary Beneficiary7 Name				Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F		Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)			☐ Per Stirpes
Legal Address					
Mailing Address (If different than Legal Address)					
Home Phone		Business Phone		Mobile Phone	

Primary Beneficiary8 Name				Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F		Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)			☐ Per Stirpes
Legal Address					
Mailing Address (If different than Legal Address)					
Home Phone		Business Phone		Mobile Phone	

Primary Beneficiary9 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Primary Beneficiary10 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiaries

The total allocation of all contingent beneficiaries must equal 100%.
Contingent beneficiaries will be paid only if all primary beneficiaries (and their heirs if per stirpes is selected) do not survive the participant.

Contingent Beneficiary1 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary2 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary3 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary4 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary5 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary6 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary7 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary8 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary9 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Contingent Beneficiary10 Name			Email Address	
Date of Birth	Date of Trust (if applicable)	Gender (if applicable) ☐ M ☐ F	Percentage	Social Security or Tax ID Number
Relationship		Trust Type (if applicable)		☐ Per Stirpes
Legal Address				
Mailing Address (If different than Legal Address)				
Home Phone	Business Phone		Mobile Phone	

Per Stirpes Information

If your beneficiary designation is per stirpes, you understand that if your beneficiary(ies) dies before you, the beneficiary's share of the 403(b)(7)/Roth 403(b)(7) Custodial Account will pass to his or her respective heirs. In the field below, please provide the name of the individual responsible for advising Pershing LLC on any questions relating to the per stirpes distribution of the 403(b)(7)/Roth 403(b)(7) Custodial Account.

Name of Responsible Individual

You understand that the per stirpes instructions given to Pershing LLC by the responsible individual named above shall be binding on all beneficiaries of this 403(b)(7)/Roth 403(b)(7) Custodial Account and of your estate and may be relied on by Pershing LLC. Pershing LLC shall not be liable for any payment made at the direction of this individual. If you do not name a responsible individual or the individual you named is unwilling or unable to advise Pershing on questions regarding the per stirpes distribution, then you understand that Pershing will rely on instructions from the executor of your estate regarding any per stirpes designation.

Please consult with your legal advisor before electing the per stirpes designation.

STEP 5. SPOUSAL CONSENT (REQUIRED IN COMMUNITY OR MARITAL PROPERTY STATES)

If you are married, reside in a community property or marital property state, and designate someone other than your spouse as your sole, primary beneficiary, your spouse must sign this form below. **Community or marital property states include: AZ, CA, ID, LA, NV, NM, TX, WA, WI.**

I am the spouse of the above-named account 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 account, I have been advised to see a tax professional. I hereby give the account holder any interest I have in the funds or property deposited in this account and consent to the Beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

Spouse Printed Name	Date
Signature X	

Spousal consent for ERISA accounts: If this Custodial Account is governed by ERISA and you are married, you must submit a Beneficiary Designation Form in addition to this Adoption Agreement before we can establish your account. If on the Beneficiary Designation Form you name someone other than your spouse as your sole, primary Beneficiary, or select a method of distribution of death benefits other than a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity, your spouse must consent by signing the Beneficiary Designation Form. The Participant understands that Pershing LLC takes no responsibility for advising Participants on the rules regarding beneficiary designations or death distributions. The Participant agrees to indemnify and hold harmless Pershing LLC against adverse consequences of beneficiary designations and methods of forms of distribution of death benefits.

STEP 6. CERTIFICATION

I understand the eligibility requirement for the type of 403(b)(7)/Roth 403(b)(7) Custodial Account deposits I make and I state that I qualify to make the deposit. I have received a copy of the Pershing LLC 403(b)(7)/Roth 403(b)(7) Custodial Account Agreement. I understand that the terms and conditions which apply to this account are contained in this Pershing LLC 403(b)(7)/Roth 403(b)(7) Custodial Account Agreement. I agree to be bound by those terms and conditions. If I elect to make a rollover contribution to this account, I hereby certify that I understand the rollover rules and conditions as they pertain to this account and I have met the requirements for making a rollover. Due to the important tax consequences of rolling over funds or property. I have been advised to consult with a tax professional. All information provided by me is true and correct and may be relied upon by the Custodian. I assume full responsibility for establishing this account and for rollover transactions and will not hold the Custodian liable for any adverse consequences that may result. I hereby irrevocably designate the rollover of funds or other property as rollover contributions. I HEREBY ADOPT THE PERSHING LLC 403(b)(7)/Roth 403(b)(7) Custodial Account Agreement.

Pershing LLC supports a sweep platform that makes available money market mutual funds from which your financial institution may select as sweep options to be made available to you. You should contact your financial institution or your financial professional for additional information on the offerings available to you through your financial institution's Sweep Program. I am aware that the sweep options in my account are made available via my financial institution's Sweep Program. Unless my financial institution provides Pershing with instructions to apply a default sweep or I instruct Pershing or my financial instruction differently, I authorize Pershing LLC to sweep any cash balance in my account into a sweep product. Pershing LLC is further authorized to rely on instructions that I give to my financial institution regarding my sweep elections. I understand that Pershing LLC supports a sweep platform through which the cash balance in my Account introduced to Pershing LLC through my financial institution can be automatically invested. I understand: (i) the current sweep option may be a money market mutual fund affiliated with Pershing LLC or my financial institution; (ii) a sweep option is not intended for use as a long-term investment option and is best used for short periods of time; (iii) the rate of return on the sweep option may vary over time, and at times may be zero; (iv) I may be able to earn a higher yield through a different investment, and I may consult with my financial professional about the available sweep options; and (v) Pershing LLC, my financial institution and their affiliates may receive benefits from having money invested in the sweep products or held as a cash balance in my account. To the extent I have money in a sweep product, I understand the balance in the sweep product will be automatically redeemed to satisfy obligations arising in connection with my account introduced to Pershing LLC through my financial institution. I understand I will receive a copy of the applicable prospectus for money funds upon my first investment in the sweep product, and I may request a copy of the applicable prospectus now or any time. I agree that my sweep option may be changed, including changes between money market funds and bank deposit sweep products, with prior notification to me.
I AGREE THAT THIS 403(B)(7)/ROTH 403(B)(7) AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED IN SECTION 12 OF THE CUSTODIAL ACCOUNT AGREEMENT.

Participant Signature 1

Print Name	Date
Signature X	

Participant Signature 2

Print Name	Date
Signature X	

REQUIRED APPROVALS OF THE FINANCIAL ORGANIZATION

Please forward to your financial organization for approval.

Investment Professionals Name (if applicable)	Date
Signature X	

Operations Manager Name	Date
Signature X	