MEMBERS TRUST COMPANY
403(b) ENROLLMENT

Important Information for Opening a New Account. Federal Law requires all financial institutions to 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, valid identification, and other information that will allow us to identify you. If you fail to provide all of the requested information, it may delay or prevent us from opening an account or making your requested investment(s). For assistance, please call Suncoast Trust & Investment Services located at Suncoast Credit Union at (866) 300-9382.

SECTION 1. PARTICIPANT INFORMATION

First Name	Last Name		Member Number
Social Security Number	Date of Birth (mm/dd/yyyy)	Daytime Phone	Evening Phone
Address		City	State / Zip Code
Driver License or Identification Number	State	Issue Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)
Employer		Email Address	

SECTION 2. ACCOUNT INFORMATION

Source of Contributions:

- ☐ Initial Investment is a Salary Reduction contribution to be forwarded by my employer
- ☐ Initial Investment is a Transfer of funds from another 403(b) account
- ☐ Initial Investment is a Rollover/Direct Rollover

SECTION 3. BENEFICIARY(IES) DESIGNATION

☐ Primary	☐ Contingent	Name	Social Security Number	Date of Birth (mm/dd/yyyy)
Address			Relationship	Share (%)

☐ Primary	☐ Contingent	Name	Social Security Number	Date of Birth (mm/dd/yyyy)
Address			Relationship	Share (%)

☐ Primary	☐ Contingent	Name	Social Security Number	Date of Birth (mm/dd/yyyy)
Address			Relationship	Share (%)

☐ Primary	☐ Contingent	Name	Social Security Number	Date of Birth (mm/dd/yyyy)
Address			Relationship	Share (%)

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If a Trust is named as Beneficiary, the Trust Beneficiary Certification Form must be completed.

SECTION 4. CONSENT TO ELECTRONIC DELIVERY OF PROSPECTUS

By signing this document and providing your email address, **You Affirmatively Consent** to receive any applicable fund prospectus or similar disclosure materials and/or information (collectively "Documents") on the terms set forth in the 403(b)(7) Custodial Agreement (Section 16). You also agree to read and agree to the terms of the Documents before investing.

To view and print the Documents online, you will need Adobe Acrobat. If you are unable to download, view and print the Documents, you can contact MEMBERS Trust Company at 888-727-9191 for assistance or to request a free paper copy of any prospectus.

SECTION 5. INVESTMENT ELECTIONS

Use this section to indicate the percentage of contributions to be directed to each fund and share class you select from among those available under your 403(b) plan. If no fund is designated, or the percentage does not equal 100%, contributions will be invested in Federated Treasury Obligation Fund, a money market fund.

Select Only From OPTION A **or** OPTION B

OPTION A: SELF DIRECTED

AUTOMATICALLY REBALANCE MY ACCOUNT: ☐ None ☐ Quarterly ☐ Semi-Annually ☐ Annually

Fund Name	Ticker	Percent (%)
INTERNATIONAL FUND		
Harbor International	HAINX	_________
SPECIALTY FUNDS		
American Century Real Estate	REACX	_________
Wells Fargo Precious Metals	EKWYX	_________
SMALL CAP FUND		
Vanguard Small Cap Index	VSMAX	_________
MID CAP FUNDS		
Federated Mid Cap Index	FMDCX	_________
PRIMECAP Odyssey Aggressive Growth	POAGX	_________
LARGE CAP FUNDS		
Dodge & Cox Stock	DODGX	_________
Harbor Capital Appreciation	HACAX	_________
PRIMECAP Odyssey Stock	POSKX	_________
T. Rowe Price Equity Income	PRFDX	_________
Vanguard Index Total Stock Market	VTSAX	_________
Vanguard Index Trust 500 Portfolio	VFIAX	_________
BALANCED FUND		
Vanguard Wellesley	VWIAX	_________

Fund Name	Ticker	Percent (%)
TARGET DATE FUNDS		
Vanguard Target Retirement 2020	VTWNX	_________
Vanguard Target Retirement 2030	VTHRX	_________
Vanguard Target Retirement 2040	VFORX	_________
Vanguard Target Retirement 2050	VFIFX	_________
BOND FUNDS		
Dodge & Cox Income	DODIX	_________
Federated Total Return Bond	FTRBX	_________
Templeton Global Bond	TPINX	_________
Vanguard Long Term Treasury	VUSUX	_________
Vanguard Short Term Bond Index	VBIRX	_________
MONEY MARKET FUNDS		
Federated Government Obligations	GOIXX	_________
Federated Treasury Obligations	TOIXX	_________
GUARANTEED FIXED ACCOUNT		
Prudential Guaranteed Fund		_________
TOTAL ELECTIONS (must equal 100%)		**100%**

OPTION B: ASSET ALLOCATION PORTFOLIOS (select one)

☐ ***Lifestyle* Aggressive Growth Portfolio**
100% stocks

☐ ***Lifestyle* Growth & Income Portfolio**
60% stocks / 40% bonds

☐ ***Lifestyle* Income Portfolio**
100% bonds

☐ ***Lifestyle* Growth Portfolio**
70% stocks / 30% bonds

☐ ***Lifestyle* Conservative Portfolio**
40% stocks / 60% bonds

By selecting a Lifestyle Portfolio your future contributions and existing balances will be allocated according to the mutual funds and percentages that make up the Portfolio chosen. Lifestyle Portfolios will automatically rebalance each quarter. MEMBERS Trust Company will monitor the Lifestyle Portfolios and will change the funds and allocations, as it deems appropriate.

SECTION 6. SIGNATURES

Under penalties of perjury, I certify that the above information (including my social security number) is correct and I am an employee of the Employer. I also: (1) acknowledge receipt of the current prospectus; (2) agree to promptly give instructions to the Custodian necessary to enable the Custodian to carry out its duties under the Custodial Agreement; (3) represent that whenever information as to any taxable year is required to be filed with the Internal Revenue Service, the individual will file such information with Internal Revenue Service unless filed by the Custodian; (4) accept responsibility for computing the annual limitations on Elective Deferrals under the Internal Revenue Code; and (5) acknowledge that this Custodial Agreement operates in conjunction with the Employer's 403(b) Plan document. I hereby agree to participate in the 403(b)(7) Custodial Account offered by MEMBERS Trust Company. **I acknowledge receipt of a copy of the custodial account document under which this 403(b)(7) Custodial Account is established, and a copy of this Adoption Agreement. I agree that this agreement contains a Pre-Dispute Arbitration Clause, which is located in Section 13.** I direct that my contribution be invested as indicated on my enrollment form, and I direct that all benefits upon my death be paid as indicated above. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

I acknowledge that; it is understood that the investments offered by MEMBERS Trust Company are not federally insured by FDIC or NCUA, are not deposits or other obligations of Suncoast Credit Union and are not guaranteed by the credit union or any affiliated entity, involve investment risk, including the possible loss of principal, are not protected by the Securities Investor Protection Corporation (SIPC) as to loss of principal.

Statement of Disclosure

Suncoast Trust & Investment Services is a marketing name used when offering and selling securities products through CUNA Brokerage Services, Inc., trust services and retirement plans through MEMBERS Trust Company, FSB or insurance products through various insurance companies. These representatives may also be employees of Suncoast Credit Union (Credit Union) who accept deposits on behalf of the Credit Union. MEMBERS Trust Company is under separate contract with the Credit Union to make tax-sheltered retirement plans available to members.

Participant Signature: ____ **Date:** ____________________

Authorized Signature of Custodian: ______________________________________ Date: ____________________

Authorized Investment Representative: ________________________________ Date: __________ Rep No: __________

Return forms to: Suncoast Trust & Investment Services, 4014 Gunn Highway, Suite 140, Tampa, FL 33618 **|** Phone: (866) 300-9382

State College of Florida, Manatee-Sarasota Salary Deduction Agreement for ROTH 403(b) Annuity Contract or Custodial Account

Name of Company:
MEMBERS Trust Company c/o Suncoast Credit Union
14025 Riveredge Dr, Suite 280
Tampa, FL 33637

Employee's Name	Social Security Number
Work Location	Position

☐ **Original ROTH Agreement**

With respect to services rendered by the Employee hereafter, the Employer and the Employee hereby agree the Employee's compensation for such services shall be reduced by:

☐ Equal amounts of $____________________ per pay period beginning the ______________, 20___ pay period.

The amount elected above shall result in a total ANNUAL DEDUCTION not to exceed the maximum allowable contribution calculation. The Employer agrees that it will remit the amount of such deduction for the ROTH 403(b) annuity or custodial account offered by the Company listed above.

☐ **Amendment ROTH Agreement - Type of Change Desired**

☐ Increase from $____________ per pay period to $___________ beginning the ______________, 20___ pay period.

☐ Decrease from $____________ per pay period to $___________ beginning the ______________, 20___ pay period.

☐ For TERMINAL LEAVE PAYOUT, deduct ☐ $__________ or ☐ Maximum Amount possible up to $__________ after payment of 401(a) Employer Contribution.

☐ Suspend—Name of Company ____

Effective Date of Change or Suspension________________________________**, 20**___

I have read the above and understand the proposed change. I hereby request that such change be effected. I realize that if the change results in decrease or elimination of deduction under the ROTH 403(b) program, that this deduction or elimination cannot be "made up" in the future unless it falls within the guidelines established by the Internal Revenue Code of 1986, as amended.

NO-LOAD ROTH INVESTMENT OPTIONS ONLY:

I acknowledge receipt of the appropriate disclosure materials (prospectus, etc.), and I am aware of the Maximum Allowable Contribution limits for the current calendar year. (Product Disclosure Form not required) ____________ Employee's initials

This Agreement shall be legally binding and irrevocable with respect to amounts earned while the Agreement is in effect, and any termination of this Agreement shall be effective only with respect to amounts not yet earned at the time of said termination. It is provided that this deduction does not exceed the Employee's limits under Section 402(g) or the limitation of Section 415 of the Internal Revenue Code. This limits the total allowable salary deduction to all Companies to which salary deduction contributions can be made. It is understood that the amount specified will be forwarded to the Company listed above. In the event that the calculations provided by the District are lower than the calculations provided by the company / representative, the District's calculation shall prevail.

I hereby authorize my Employer to reduce or suspend any contributions established by this agreement, if in its opinion, the total annual contributions would exceed my Maximum Allowable Contribution in any calendar year.

The Employee is responsible for the accuracy of the excludable amounts stated in this Agreement. Any overstatement of the amounts excludable as a salary deduction in this agreement, or any other violation of the requirement of Section 403(b) could result in additional taxes, interests, and penalties to the Employee.

It is the intent of the parties that the non-forfeitable retirement deferred annuity or custodial contract pursuant to this Agreement shall qualify for the Federal Income Tax benefits provided for in Section 403(b) of the Internal Revenue Code of 1986, as amended. **Any change to this Agreement must be in writing to the Employer and becomes effective upon the execution of this Agreement by Employee and Employer.**

This Agreement may be terminated by either the Employer or Employee upon thirty (30) days notice to the Company and to the Employer or Employee as applicable.

Effective Date of this Agreement _______________**, 20**_____**.**

State College of Florida, Manatee-Sarasota

________________________ / __________________
AGENT / REPRESENTATIVE NAME / Agent's Phone

____
EMPLOYEE SIGNATURE

____
EMPLOYER SIGNATURE

Dated ________________________, 20_____ Dated ________________________, 20_____

State College of Florida, Manatee-Sarasota
403(b), 403(b)(7), and 457(b) Product Disclosure

prepared for

____
(employee)

This disclosure statement must be completed by the provider and a copy given to the employee each time the employee executes a new salary reduction agreement (SRA) with the State College of Florida, Manatee-Sarasota. A signed copy of this disclosure must accompany each original salary reduction agreement when submitted to the Human Resources Department.

(Not required for amendments to original SRA)

I. Administration Data:

A. Insurance Company or Mutual Fund: ____________

Administrator or Custodian: MEMBERS Trust Company

Company Address: 14025 Riveredge Dr., Suite 280
Tampa, FL 33637

Company Telephone: (888) 727-9191

B. Local Agent / Registered Representative: ____________

Name of Local Firm: Suncoast Credit Union

Local Address: 4014 Gunn Hwy., Suite 140
Tampa, FL 33618

Local Telephone: (866) 300-9382

II. Product Type (please check one)

- ☐ Interest Annuity - Current rate _______ % Guaranteed rate ________ %
- ☐ Equity Index Annuity
- ☐ Variable Annuity
- ☒ Mutual Fund

IV. For Equity Index Annuities Only:

Index Utilized: N/A

Current Participation Rate N/A %. (Min/Max ______%/_______%)

Guaranteed Interest Rate: N/A % on ________ % of payments.

III. Fees or Charges associated with the Contract or Fund

(complete applicable sections only)

Annual Fee: $ N/A or 0.90 % of market value

Custodial Fee: $ 0.00 per _______________.

Front-end Sales Charge 0.00 % of each contribution.

Registered Investment Advisor Fee $ 0.00 per _______ , or other ___________

Annual Mortality and Expense Charge 0.00 %

Loan Processing Fee $ 50.00 setup/25.00 annual/4.00 mo. maint.

Fee for Transfers between Funds or Sub-accounts $ 0.00

Other Wire transfers: $30.00

None for all above ☐

V. Surrender Charges or Contingent Deferred Sales Charge

(if applicable)

Declining – N/A % beginning year one and reducing to 0% in year _____.

Rolling – N/A % from the date of each contribution for _____ years.

Other – ____________

VI. Loan Provisions:

Are participant loans available from this account ? YES ☐ NO ☐

If yes, how many times per year? N/A

Minimum loan available: $ 1,000.00

Current Loan Interest Rate ___________ %

If variable, loan interest is based on Prime rate

VII. Replacement Vendor Information:

Is this a replacement of a current provider? YES ☐ NO ☐ Previous Vendor: ____________

Transfer of Assets ☐ Non-transfer of Assets ☐

If transferring, are there any surrender penalties or charges? YES ☐ NO ☐ If yes, explain: ____________

________ Employee's Initials

VIII. Sub-account, Index or Fund Investment Objective:

________ Employee's Initials

The investment options I have selected have been fully explained to me and are suitable to my retirement investment objectives and risk tolerance. Complete information concerning my investment options has been provided to me by the representative or company in the form of a current prospectus.

The information disclosed above has been presented to my satisfaction by the undersigned representative, in addition to all required product information documents in connection with this account.

______________________ Employee

______________________ Representative

Date: ______________________

Date: ______________________

MEMBERS TRUST COMPANY
403(b) MAXIMUM ALLOWABLE CONTRIBUTION WORKSHEET

Please note: This form is required by your employer and/or plan administrator in order for us to process your salary reduction agreement change request (increase, decrease, or suspend). This Worksheet will be used to perform a calculation on your maximum allowable 403(b) plan contribution. For more information on your allowable contribution, please review IRS Publication 571 at www.irs.gov or your employer's plan administrator website at www.tsacg.com/calculations/contribution_guidelines.htm.

SECTION 1. PARTICIPANT

First Name	Last Name
Social Security Number	Date of Birth (mm/dd/yyyy)

SECTION 2. CONTRIBUTION INFORMATION

1. Employer: ____

2. Years employed with present employer: ____________________

3. Current tax year annual compensation: $____________________

4. Have you completed 15 or more full years of service with your current employer? ☐ Yes ☐ No
   If you answered "No" skip to question #7.

5. Have you made any 15 Years of Service Credit Catch-up Contributions in the past? ☐ Yes ☐ No
   If you answered "No" skip to question #7.

6. Enter the total amount of any previously utilized 15 Years of Service Catch-up contributions made: $____________________

7. Enter total amount of any contributions already made to a 403(b) plan thru December 31st of the previous year: $____________________

8. Does your employer offer a 401(k) plan? ☐ Yes ☐ No
   If "Yes", please enter your estimated annual contribution: $____________________

SECTION 3. SIGNATURES

By signing this worksheet, you certify that all the information provided is accurate and you agree to indemnify and hold harmless MEMBERS Trust Company, Suncoast Schools FCU, and my Employer from any and all damages which may result from providing inaccurate or incomplete information. These calculations are being performed for informational purposes only. Participants are responsible for ensuring the total annual contributions to all Employer defined plans do not exceed the maximum allowable contribution limits. Maximum allowable contributions limits should be reviewed each year to ensure that all contributions remain within IRS Guidelines.

Participant Signature: ____ Date: ______________________

Financial Advisor (print name): ____ Rep No: ______________________

MEMBERS TRUST COMPANY 403(b)(7) CUSTODIAL AGREEMENT

SECTION 1. Definitions

1.1 Administrator: The person, committee, or other organization appointed 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 After-tax Employee Contributions**:** Any contribution made to the Plan by a Participant that is included in the Participant's gross income in the year in which made and that is maintained under a separate account or separates accounting to which earnings and losses are allocated.

1.3 Agreement: This instrument setting forth the terms and conditions of the Sponsor's Custodial Account Agreement as set forth hereafter.

1.4 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 §414(p) of the Code) a right to receive all or a portion of the benefits payable with respect to a Participant.

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

1.6 Beneficiary: Except as provided in section 5.6, a person designated in writing by a Participant to receive a benefit under this Agreement in the event of such Participant's death.

1.7 Code or IRC: The Internal Revenue Code of 1986, as amended, including any regulations issued there under.

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

1.9 Custodian: The entry named in the Adoption Agreement, or any successor thereto.

1.10 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 medical impairment which can be expected to result in death or to be of long-continued and indefinite duration, as defined under §72(m)(7) of the Code.

1.11 EGTRRA**:** The Economic Growth and Tax Relief Reconciliation Act of 2001, including any regulations or other guidance issued there under.

1.12 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 Section 401(k) of the Code, to the extent not includible in income under Section 402(a)(8) of the Code;
b) any salary reduction contributions to a simplified employee pension plan as defined in Section 408(k) of the Code, to the extent not includible in income under Section 402(h)(1)(B) of the Code.
c) any contributions made pursuant to a Salary Reduction Agreement used to purchase an annuity contract or Custodial Account under Section 403(b) of the Code
d) any salary reduction contributions made to a SIMPLE IRA Plan described in Section 408(p) of the Code.

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

1.14 Employer: Any organization that is (i) described in Section 501(c)(3) of the Code and exempt from tax under Section 501(a) of the Code; or (ii) an educational organization described in Section 170(b)(1)(A)(ii) of the Code 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 Section 501 of the Code; or by a church related organization described in Section 414(e)(3) of the Code.

1.15 ERISA: The Employee Retirement Income Security Act of 1974, as amended, including any regulations there under.

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

1.17 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 there under, and the Employer's or Custodian's hardship policy and procedures, if applicable.

1.18 403(b) Plan: The document maintained by the Employer which shall govern eligibility, applicable contribution limits, benefits, distributions and the approved Vendors and Investment Companies. If there is a conflict between this Custodial Agreement and the 403(b) Plan, the 403(b) Plan shall govern.

1.19 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 Includible 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 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.

1.20 Instruction: An "Instruction" to the Custodian is any oral, written or electronic direction given in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions. Upon application by the Participant and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Employer or Sponsor subject to immediate confirmation of such Instructions by email or in writing.

1.21 Investment Company: Any "Regulated Investment Company" within the meaning of Section 851(a) of the Code that is selected from time to time by the Sponsor.

1.22 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.

1.23 PPA: The Pension Protection Act of 2006, including any regulations or other guidance issued there under.

1.24 Salary Reduction Agreement: A binding contract executed by the Employee and the Employer authorizing 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.

1.25 Sponsor: The entry named in the Account Application.

1.26 Vendor: The provider of an Annuity Contract or Custodial Account. The Vendors selected by the Employer shall be specified in the Employer's 403(b) Plan. Such Plan shall indicate the approved Vendors with respect to on-going contributions as well as those Vendors available for transfers and exchanges.

SECTION 2. Establishing of Custodial Accounts

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

SECTION 3. Contributions

3.1 Contributions to the Account: The Custodian shall accept cash contributions from the Employer on behalf of Participants in accordance with the Salary Reduction Agreement between the Participant and the Employer. Each such contribution shall be credited in the investments accompanied by specific written Instructions from the Employee specifying the accounts to which the contribution is to be credited and the investments which are to be purchased with such contribution. Contributions made by the Employer to the Custodian for any Employee shall not exceed the limitations set forth in Sections 415, 402(g), 414(v) and 403(b) of the Code.

No Participant shall be permitted to have Elective Deferrals made under this Program, or any other plan maintained by the Employer, during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect at the beginning of such taxable year, except to the extent permitted under section 3.10 of this Custodial Agreement and Section 414(v) of the Code, if applicable.

3.2 Make-up Contributions for Qualified Military Service: Notwithstanding 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.

3.3 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, 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 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 placed in a restricted source under this Custodial Account pursuant to the Administrator's Instructions 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. Unless section 9.7 applies, it shall be the responsibility of the Administrator, and not the Custodian, to ensure such requirements are met.

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 Custodian 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 there under, an excess annual addition occurs in any Participant's account, a distribution is permitted from this Custodial Account of such excess.

3.6 Liability for Excess Amounts: The Custodian and the Sponsor shall not have any duty to determine whether an Excess Deferral or contribution in excess of the limitations under Sections 403(b), 402(g) or 415 of the Code ("Excess Amounts") has been made by or on behalf of the Participant. The Custodian and the Sponsor 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. The Custodian and the Sponsor 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 Acceptance of Direct Rollovers into this Custodial Account: If the Employer's 403(b) Plan permits, the Custodial Agreement will accept a Direct Rollover of an Eligible Rollover Distribution from: (Check each that applies or N/A.)

- ☐ N/A. The Custodial Agreement will not accept Direct Rollovers from any plan.
- ☒ a qualified plan described in Section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
- ☐ an annuity contract described in Section 403(b) of the Code, including after-tax employee contributions.
- ☒ an annuity contract described in Section 403(b) of the Code, excluding after-tax employee contributions.
- ☒ 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.
- ☐ After 12/31/06, a qualified plan described in Section 401(a) or 403(a) of the Code, including after-tax employee contributions.

3.8 (a) **Rollovers from Other Plans:** If the Employer's 403(b) Plan permits and if provided in section 3.8(b) below, the Custodial Agreement will accept Participant Rollover Contributions of distributions made after December 31, 2001, from the types of plans specified below.

(b) **Participant Rollover Contributions from Other Employer Plans**: If the Employer's 403(b) Plan permits, the Custodial Agreement will accept a Participant contribution of an Eligible Rollover Distribution from: (Check each that applies or N/A.)

- ☐ N/A. The Custodial Agreement will not accept Rollover Contributions from any employer plan.
- ☒ a qualified plan described in Section 401(a) or 403(a) of the Code.
- ☒ 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.

(c) **Participant Rollover Contributions from IRAs:** If the Employer's 403(b) Plan permits, the Custodial Agreement: ☒ will ☐ will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

3.9 Allowance of Catch-Up Contributions**:** Subject to the elections made by the Employer in the Employer's 403(b) Plan, the special catch-up contribution rules applicable to 15 years of service and the age 50 catch-up rules shall or shall not apply.

3.10 Employer Contributions:

(a) If elected by the Employer in the 403(b) Plan, the Employer may contribute a matching contribution, or a non-elective Employer contribution to this 403(b).

(b) Employer Contributions shall include contributions made by the Employer on behalf of the Employee. Such contributions shall not cause the Participant's account to exceed the limitations of section 415(c)(1) of the Code.

(c) If elected by the Employer in the 403(b) Plan, this Custodial Agreement shall accept Post-Employment Contributions provided that such contributions satisfy the following requirements:

(i) Post-Employment Employer contributions may not be made in any calendar year that is later than the fifth calendar year following the year in which the Employee ceased to be an Employee.

(ii) Contributions shall be determined based on Compensation received by the former Employee during his most recent

(d) The Sponsor and Custodian will assume that all Participants are 100% vested with respect to Employer Contributions unless otherwise informed by the Administrator.

(e) The Custodian, Administrator, or Sponsor will be required to obtain the Employer's signature upon distribution to a Participant.

SECTION 4. Investment of Account Assets

4.1 Investment of Contributions: The Custodian shall invest the amount of the contributions credited to the Participant's Account in full and fractional shares of the Investment Company.

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

4.3 Voting and Other Action: All shares of the Investment Company acquired by the Custodian pursuant to the Agreement shall be held in the name of the Custodian for the benefit of the Employee. The Custodian or the Sponsor shall cause to be delivered to the Participant all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to shares held in the Custodial Account. The Custodian shall not vote any such shares except in accordance with written instructions received from the Employee.

4.4 Identification of Accounts: All shares of the Investment Company 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). The Account will not be joined for rights of accumulation with Accounts of other Employees of the same Employer.

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, and no purported sale, transfer, pledge or assignment by the Participant, his spouse or Beneficiary of all or any part of an interest in the Custodial Account shall be recognized by the Custodian except as provided in section 5.6. The interest of a Participant, his 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, except as permitted or required by law.

5.2 Limitations on Distributions: The Custodian shall distribute, or commence distribution of, pursuant to the Participant's (or the Participant's Beneficiary in the case of the Participant's death) written direction, the balance credited to a Participant's account upon receipt of evidence satisfactory to it that one or more of the following events have occurred:

(a) the Participant becomes Disabled;
(b) the Participant has a severance from service with the Employer;
(c) the Participant dies;
(d) the Participant attains age 59 ½; or
(e) the Participant encounters a Financial Hardship.

Notwithstanding the foregoing, any amounts contributed to a rollover account shall be available for distribution at any time and shall not be based on the distributable events listed above.

5.3 Timing of Distributions:

(a) Distribution from the Custodial Account shall commence within 30 days after the Participant notifies the Custodian of his entitlement to distributions, unless the Participant makes a prior election to defer distribution or the commencement of distribution to a subsequent date which is not later than the end of the tax year in which the Participant attains age 70 ½, unless a later date is permitted by the Code, the regulations issued thereunder, or other Internal Revenue Service pronouncements. Such election shall be made by written notice filed with the Custodian. Notwithstanding this provision, the Custodian shall not be responsible for making any distribution until such time as it has received proper written notification from the Participant, his surviving spouse or Beneficiary of the occurrence of an event described in section 5.2.

(b) Unless the Employer's 403(b) Plan indicates otherwise, the Required Beginning Date shall mean the April 1st following the later of the year the Participant attains age 70 ½ or the year in which the participant retires.

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

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

5.5 Designation of Beneficiary:

(a) Each Participant may, by written notice filed with the Custodian and in a form acceptable to the Custodian, designate a Beneficiary or Beneficiaries to receive the Participant's benefit at the Participant's death. Such designation may be changed or revised from time to time by written instrument filed with the Custodian. If no designation has been made, or if no beneficiary is living at the time of a Participant's death, his Beneficiary shall be: (1) his surviving spouse; but if he has no surviving spouse; then (2) his estate.

(b) If the Custodian permits, in the event of the Participant's death, 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 by filing a Subsequent Beneficiary Designation Form acceptable to and filed with the Custodian. 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.

5.6 Distribution 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 Section 414(p) of the Code is specifically authorized.

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

(1) The earliest date benefits are payable under the Plan 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 the Plan if the Participant had separated from service.

(c) The alternate payee may receive a payment of benefits under this Plan in any optional form of benefit available pursuant to section 5.4.

(d) The alternate payee may receive a payment of a benefit under this Plan prior to the earliest retirement age as defined in section 5.6(b) if the QDRO specifically provides for such earlier payment. If the present value of the payment exceeds $5,000, the alternate payee must consent in writing to such distribution.

5.7 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.

5.8 Direct Rollovers :

(a) This section applies to distributions made on or after January 1, 1993. 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 Custodian, 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:

(i) **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.

(ii) **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) For distributions made after December 31, 2001, and for purposes of the Direct Rollover provisions in this section of the Custodial Agreement, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and 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 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.

(iii) **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.

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

(v) **Modification of Definition of Eligible Rollover Distribution to Exclude Hardship Distributions**: For purposes of the direct rollover provisions in section 3.7 of the Custodial Agreement, any amount that is distributed on account of hardship shall not be an Eligible Rollover Distribution and the distributee may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan.

(vi) **Modification of Definition of Eligible Rollover Distribution to Include After-Tax Employee Contributions**: For purposes of the Direct Rollover provisions in this section of the Custodial Agreement, a portion of a distribution shall not fail to be an Eligible Rollover distribution merely because the portion consists of After-Tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

5.09 Beneficiary Direct Rollover:

If elected under the Employer's 403(b) Plan and effective for distributions made after December 31, 2006, 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 a spouse or non-spouse Beneficiary), and such transfer shall be treated as a direct rollover of an eligible rollover distribution for purposes of section 402(c).

5.10 Transfers to State Defined Benefit Plan

(a) A Participant may, if the conditions outlined in section 5.10(b) are satisfied and if permitted under the Employer's 403(b) Plan, transfer amounts from this Custodial Account to an eligible governmental defined benefit plan of a state. A transfer under this section is not treated as a distribution and therefore may be made prior to severance from employment or any other distributable event.

(b) A transfer may be made under this Plan if:

(1) the defined benefit plan of the state provides for the acceptance of such transferred amounts; and
(2) the transferred amount is for either:

(i) the purchase of permissive past service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan; or
(ii) a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) Under Section 821 of PPA, the term permissive service credit may include service credit for periods for which there is no performance of service, and may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the defined benefit plans.

SECTION 6. Required Minimum Distributions

6.1 1987 Proposed Regulations-Minimum Distribution Requirements:

(a) **In General:** All distributions required hereunder shall be determined and made in accordance with the proposed regulations under Section 401(a)(9) of the Code, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the proposed regulations.

(b) **Pre-1987 Account Balance or Bifurcated Account**: If the Custodian maintains a record of the Participant's balance as of December 31, 1986 ("the pre-1987 account"). Such pre-1987 account balance will not be required to be distributed until the end of the calendar year in which the Participant attains age 75.

(c) **Death Prior to Distribution**: If the Participant dies before he has started to withdraw installments from his Account, the entire interest in the Participant's Account shall be distributed within five (5) years after the death of the Participant. However, if any portion of the Participant's interest is payable to a designated Beneficiary (within the meaning of Section 401(a)(9)(E) of the Code), then, at the Beneficiary's election, distributions may be made over the life expectancy of such designated Beneficiary. Such distributions must begin by December 31 of the calendar year following the calendar year of the Participant's death. However, if the sole designated Beneficiary is the surviving spouse of the Participant, distributions need not commence until the later of December 31 of the calendar year in which the Participant would have attained age 70 1/2, or December 31 of the calendar year immediately following the calendar year in which Participant died.

For purposes of this section 5.7, payments will be calculated by use of the return multiplies specified in Section 1.72-9 of the Income Tax Regulations. Life expectancy of a surviving spouse may be recalculated annually. Life expectancy of any non-spouse Beneficiary will be calculated at the time of the first payment without further recalculation.

(d) **Death After Distributions Have Commenced**: If the Participant was withdrawing his interest in installments over a fixed period, the remaining installments will be continued to the Beneficiary at least as rapidly as under the method of distribution selected prior to death.

(e) **Required Distribution Default Provisions**:

(i) Unless otherwise elected by the Participant (or spouse, if applicable) by the time distributions are required to begin, life expectancies shall not be recalculated annually. Such election shall be irrevocable as to the Participant (or spouse) and shall apply to all subsequent years. The life expectancy of a non-spouse beneficiary may not be recalculated.

(ii) If the Participant does not choose any of the distribution methods under this section 6.1 by such Participant's Required Beginning Date, distribution shall be made to the Participant based on such Participant's non-recalculated Single Life expectancy.

(iii) All requests for distributions shall be made on a pro-rata basis among the applicable Funds unless directed otherwise by the Participant.

6.2 Application of 2002 Final Regulations

(a) **General Rules:**

(i) **Effective Date:** Unless an earlier effective date is used by the Custodian, the provisions of this Section 6.2 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Coordination with Minimum Distribution Requirements Previously in Effect**: If the Custodian uses an effective date of this Section 6.2 that is earlier than calendar years beginning with the 2003 calendar year, required minimum distributions for 2002 under this Section 6.3 will be determined as follows. If the total amount of 2002 required minimum distributions under the plan made to the distributee prior to the effective date of this Section 6.2 equals or exceeds the required minimum distributions determined under this Section 6.2, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the plan made to the distributee prior to the effective date of this Section 6.2 is less than the amount determined under this Section 6.2, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distributee will be the amount determined under this Section 6.2.

(iii) **Precedence**: The requirements of this Section 6.2 will take precedence over any inconsistent provisions of the plan.

(iv) **Requirements of Treasury Regulations Incorporated:** All distributions required under this Section 6.2 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.**

(i) **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.

(ii) **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 6.2(b)(ii)(E) 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 age 70½, if later.

(B) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, except as provided in section 6.2(b)(ii)(E), 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 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.

(ii) **Death Before Date Distributions Begin:**

(A) **Participant Survived by Designated Beneficiary**. Except as provided in the adoption agreement, 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 6.2(d)(i).

(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 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 6.2(b)(ii), other than section 6.2(b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this section 6.2(b)(ii) and section 6.2(d), unless section 6.2(b)(ii)(D)applies, distributions are considered to begin on the Participant's Required Beginning Date. If section 6.2(b)(ii)(D)applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section 6.2(b)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section 6.2(b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

(E) Notwithstanding sections 6.2(b)(ii) and 6.2(d)(ii), Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in sections 6.2(b)(ii) and 6.2(d)(ii) of the plan applies to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under section 6.2(b)(ii) of the plan, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the participant nor beneficiary makes an election under this paragraph, distributions will be made in accordance with sections 6.2(b)(ii) and 6.2(d)(ii)of the plan and, if applicable, the elections in section 6.2(b) above.

(iii) **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 6.2(c) and 6.2(d)of this section 6.2. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions there under 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**

(i) 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;

(B) or if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's spouse, 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.

(ii) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death:** Required minimum distributions will be determined under this section 6.3(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**

(i) **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 sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under section 6.2(b)(ii)(A), this section 6.2(d)(ii) will apply as if the surviving spouse were the Participant.

(D) A Designated Beneficiary who is receiving payments under the 5-year rule may make a new election to receive payments under the life expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the life expectancy rule for all distribution calendar years before 2004 are distributed by the earlier of December 31, 2003 or the end of the 5-year period.

(e) **Definitions**.

(i) **Designated Beneficiary**. The individual who is designated as the Beneficiary under section 5.5 of this Custodial Agreement 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.

(ii) **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 6.2(b)(ii). 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.

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

(iv) **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.

(v) **Required Beginning Date**. The date specified in section 5.3 of the plan.

SECTION 7. Non-forfeitability

7.1 Nonforfeitability: A Participant's interest in the balance of his account attributable to his/her salary reduction contributions shall at all times be nonforfeitable.

SECTION 8. Loans to Participants

8.1 General Rules: If elected in the Employer's 403(b) Plan, the following rules shall apply with respect to loans to Participants from their 403(b) account:

(a) Loans shall be made available to all Participants on a reasonably equivalent basis upon written application to the Sponsor. However, loans shall not be available to a Participant who is not considered to be a party-in-interest as defined under ERISA Section 3(14).

(b) Loans must be adequately secured. Although it is the intention that loans to Participants shall be repaid, the collateral for each loan shall be the assignment of the Participant's entire right, title, and interest in and to his account balance, evidenced by his promissory note for the amount of the loan (including interest), payable to the order of the Custodian, and such other security as the Custodian or Administrator shall require.

(c) Each loan must bear interest at a reasonable rate determined by the Sponsor taking into account interest rates being charged at the time of the loan. There shall be no discrimination among Participants in the matter of interest rates, but loans granted at different times may bear different interest rates and terms if the differences are justified by changes in the general economic condition.

(d) If a Participant fails to make a loan payment when due, the terms and conditions set forth in the Employer's 403(b)(7) Loan Policy shall apply.

8.2 Loan Limits: No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of (a) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) 1/2 the present value of the Participant's Account.
Furthermore, any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time will be used as the principal residence of the Participant.

8.3 Administration of Loans: The Administrator shall prescribe any such rules and procedures as from time to time it deems proper in order to administer the provisions under this section 8 and reserves the right to charge an administrative fee for processing and maintaining such loans. All other terms and conditions shall be administered pursuant to the Employer's Loan Policy.

8.4 Suspension of Certain Loan Payments: Pursuant to the Employer's Loan Policy, loan payments may be suspended under this Plan:

(a) as permitted under Section 414(u)(4) of the Code during Participants' periods of military service; and

(b) during any participants' leave of absence, as defined in Section 72(p) of the Code and the regulations there under, but in to event shall such suspension exceed one year.

SECTION 9. The Custodian, Sponsor and Administrator

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

9.2 The Custodian shall have the power and authority in the administration of the Custodial Account to do all acts, to execute and deliver all instruments and to exercise for the benefit of the Participants and their beneficiaries any and all powers which would be lawful were it in its own right the actual owner of the property held.

9.3 Custodian's (or Sponsor's or Administrator's, if applicable) Fees and Expenses of the Account: In consideration of its services hereunder, the Custodian (or Sponsor or Administrator, if applicable) will be entitled to receive compensation for its services provided hereunder as may be agreed upon from time to time, including but not limited to annual maintenance fees. The Custodian will be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including, without limitation, attorneys' fees. All fees, taxes and expenses charged to a Custodial Account may be collected by the Custodian from the amount of any contribution, transfer or dividend credited or to be credited to an Account or by redeeming Investment Company shares credited to that Custodial Account. Such fees, if any, shall be disclosed on an attachment hereto. Any income taxes or other taxes of any kind whatsoever that may be levied or assessed upon or in respect of the Account shall be paid from the assets of the Account. Any transfer taxes, investment fees or similar expenses incurred in connection with the investment of the assets of the Account, and all other administrative expenses incurred by the Custodian (or Sponsor or Administrator, if applicable) in the performance of its duties including fees for legal services rendered to the Custodian (or Sponsor or Administrator, if applicable) shall similarly be paid from the assets of the Custodial Account.

9.4 The Custodian may resign at any time upon 30 days notice in writing to the Sponsor (or Administrator, if applicable) and Participant (unless such notice is waived) and may be removed by the Sponsor (or Administrator, if applicable) and Participant at any time upon 30 days notice in writing to the Custodian. Upon such resignation or removal, the Participant or Sponsor (or Administrator, if applicable) shall appoint a successor custodian, which successor shall be a "bank" as defined in Section 401(f)(2) of the Code. If within 30 days after the Custodian's resignation or removal, the Participant or Sponsor has not appointed a qualified successor custodian which has accepted such appointment, the Custodian may appoint, unless it elects to terminate the Account, such successor itself. Upon receipt by the Custodian of written acceptance of such appointment by the successor custodian, the Custodian 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.

9.5 The Custodian, Sponsor and Administrator 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 at all times fully indemnify and hold harmless the Custodian, Sponsor and Administrator, its successors and assigns, from any liability arising from distributions so made or actions taken at the direction of such Employer, Participant, or Beneficiary.

9.6 The Custodian's liability under this Agreement and matters which it contemplates shall be limited to matters arising from the Custodian's negligence or willful misconduct. To the extent permitted by applicable law, the Custodian and Sponsor 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 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 and Sponsor may submit any question arising hereunder or in respect of the 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 designated Beneficiary or the executor or administrator or either of these shall have the sole authority to enforce this Agreement on behalf of any and 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 designated Beneficiary or personal representative, may institute or maintain any action or proceeding against the Custodian or Sponsor in the absence of a determination of a court of competent jurisdiction to the contrary.

9.7 Notwithstanding any contrary language elsewhere in this Custodial Agreement and pursuant to IRS Revenue Ruling 2007-71 and any subsequent guidance provided by the IRS, the Custodian shall be responsible for determining and administering certain orphan custodial agreements with respect to distributions, loans, and any other transactions that may arise under such accounts.

SECTION 10. Reports and Returns

10.1 The Custodian shall:

(a) maintain separate records of the interest of each Participant (or his designated Beneficiary(ies)) 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 the Custodian deems useful in carrying out its duties hereunder;

(b) shall send each Participant, as soon as practicable after any contribution is made hereunder, a written confirmation containing information with respect to the investment of such contribution, and the current status of the account; and

(c) mail at least once during each calendar year a statement of all transactions in the Custodial Account during the preceding year and a statement showing the value of the assets held in the Custodial Account as of the end of such year. Upon the expiration of sixty days after such report or statement is rendered, the Sponsor and the Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to transactions shown in or reflected by such report or statement except with respect to any such acts or transaction as to which the Participant shall have filed a written objection with the Custodian within such sixty-day period.

10.2 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 there under, or by the Department of Labor, and the Employer and each Participant shall provide the Custodian with such information available to them as the Custodian may require to file such reports.

SECTION 11. Amendments and Termination

11.1 This Custodial Agreement may be amended by the Sponsor by submitting a copy of the amendment to the Participant. The Participant hereby delegates to the Sponsor the power to amend this Custodial Agreement and shall be deemed to have consented to any such amendment. Notwithstanding the above, no amendment shall be made by the Sponsor which shall cause or permit: (a) any part of the assets in the 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 13, 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 Account by reason of contributions made by the Employer prior to such amendment, unless such amendment is necessary either to conform the 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 under the Agreement to be increased without its written consent.

11.2 This Custodial Agreement shall terminate upon the complete distribution of 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 Section 401(f)(2) of the Code or that contributions thereto are not treated under Section 403(b)(7)(A) of the Code as contributed for annuity contracts. In event of termination as aforesaid, the balance in the Custodial Account shall be distributed to the Participants (or their respective surviving spouses or Beneficiaries, as the case may be) in accordance with their interests in the Custodial Account.

11.3 If permitted under the Employer’s 403(b) Plan, a distributable event shall also include Plan Termination by the Employer. The Employer by proper action has the right, at any time, to terminate the 403(b) Plan. However, if the Employer does not have any rights under the Individual Agreements including this Custodial Agreement, the Employer may not force the distribution to the assets in the Individual Agreements and termination of the 403(b) Plan may not occur.

SECTION 12. Construction and Governing Law

12.1 **Conflicts With Employer’s 403(b) Plan**: In the event of any conflict between the terms of the Employer’s 403(b) Plan and the terms of this Custodial Agreement, the Plan provisions shall control.

12.2 The Custodial Account is established with the intention that it qualify as a custodial account under Section 401(f)(2) of the Code and that contributions thereto be treated under Section 403(b)(7)(A) of the Code 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 or Commonwealth where the Custodian resides, 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).

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

SECTION 13. Arbitration

13.1 **The Participant agrees that all controversies between the Participant and/or Beneficiaries and the Custodian and Sponsor (including their officers, directors, present or former employees) concerning or arising from (i) any retirement account(s) maintained with the Custodian; (ii) any transaction involving the Participant's account(s), whether or not such transaction occurred in such account(s); or (iii) the construction, performance, or breach of this Agreement, whether such controversy arose prior, on, or subsequent to the date hereof, shall be determined by arbitration under the commercial arbitration rules of the American Arbitration Association. Any disputes on the arbitrability of a matter or the manner of arbitration shall be determined in such arbitration. Arbitration shall be held in any state or federal court having jurisdiction over this Custodial Account .**

13.2 **Arbitration Disclosures: Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**

Section 14. Roth Elective Deferrals

14.01 **General Application**

(a) If the Employer has elected under the Employer’s 403(b) Plan, this section shall apply to contributions beginning with the effective date specified in the Employer’s 403(b) Plan but in no event before the first day of the first taxable year beginning on or after January 1, 2006.

(b) As of the effective date under section 14.01(a), this Custodial Account will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate account maintained for such deferrals as described in section 14.02.

(c) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan.

14.02 Separate Accounting

(a) The Custodian, Sponsor or Administrator, if applicable agrees to maintain accounting for such contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Elective Deferral account maintained for each Participant.

(b) The Custodian, Sponsor, or Administrator, if applicable will maintain a record of the amount of Roth Elective Deferrals in each Participant's account.

(c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral account and the Participant's other accounts under the Plan.

(d) No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Participant's Roth Elective Deferral account.

Section 15. Schedule of Fees

15.01 Annual Fee

Annual custody and administration fee 0.90% of the value of the account. All revenue received by recordkeeper from mutual fund companies (e.g., 12b-1, shareholder servicing, and sub-transfer agent fees) will offset this fee at the level of each fund. Fees are charged monthly from participant accounts.

15.02 Loans

One-time origination fee: $50.00
Annual fee: $25.00 per year
Monthly maintenance fee: $4.00
Loan interest rate: Prime Rate
Returned check fee: $20.00
Manual Processing Fee: $2.00 per Payment
Manual Statement Delivery Fee: $2.00 per Statement

15.03 Additional fees:

Wire transfers: $30.00
Document Research Fee: $3.00 per request

Section 16. Electronic Delivery of Prospectuses

16.01 Consent To Electronic Delivery

By signing this document, You Affirmatively Consent to receive any applicable fund prospectus or similar disclosure materials and/or information (collectively "Documents") on the terms set forth below. You also agree to read and agree to the terms of the Documents before investing.

16.02 Duration Of Election & Consent

Your election and consent to receive Documents electronically will be effective indefinitely, until rescinded by you in accordance with Section IV below. Prior to your selection of a particular fund or fund family, please view the prospectus, which can be obtained at http://www.memberstrust.com/prospectuses.asp.

MEMBERS Trust Company does not charge a fee to use our website, but you could incur expenses from an internet service provider when you access information online. Also, be aware that your Internet service provider may occasionally experience system failure, and hyperlinks to documents may not function properly.

16.03 Access To Online Documents

To view and print the Documents online, you will need Adobe Acrobat. If you are unable to download, view and print the Documents, you can contact MEMBERS Trust Company at 888-727-9191 for assistance or to request a free paper copy of any prospectus.

The Hardware requirement to view the information is as follows:
To be able to receive and view the Documents effectively, you must use an Internet browser that supports 128-bit encryption. The Microsoft Internet Explorer Browser versions 5.0 or higher and the Netscape Navigator browser versions 4.7 or higher will enable you to receive and use our service. If you do not have at least a 5.0 or 4.7 version of one of the referenced browsers, you can go to the website of either Microsoft or Netscape and download the appropriate version of the browser you need.

In addition, to view and print the Documents, you will need Adobe Acrobat Reader 4.0 or greater. To download Adobe Acrobat Reader for PCs, you will need an Intel Pentium Processor, Microsoft Windows 98 Second Edition, Windows Millennium Edition, Windows NT 4.0 with Service Pack 6, Windows 2000 with Service Pack 2, Windows XP Professional or Home Edition, Windows XP Tablet PC Edition, 32 MB of RAM (64MB recommended), 60 MB of available hard-disk space, and Internet Explorer 5.01, 5.5, 6.0 or 6.1. To download Adobe Acrobat Reader 6.0 for Macintosh computers, you will need a PowerPC G3 processor, a Mac OS X v.10.2.2-10.3, 32 MB of Ram with virtual memory (64 MB recommended), and 70 MB of available hard-disk space. System requirements may change in the future, as new technology is introduced. Adobe Acrobat Reader currently is available for free at http://www.adobe.com.

16.04 Right To Cancel The Election & Procedures

If, after consent to electronic delivery of the Documents, you choose to rescind your consent, you have the obligation to notify MEMBERS Trust Company of the address to which you will receive hard copies of Documents. You may do so by notifying MEMBERS Trust Company in writing at our business address (see Section (VI) or by telephone at 888-727-9191. It will take up to 10 days after receipt of the notice for MEMBERS Trust Company to implement your request, and after such time, you will no longer receive the Documents electronically.

16.05 Option To Remove Hard Copy

If, after consent to electronic delivery, you would like to receive a printed set of shareowner material for a particular security, you may contact MEMBERS Trust Company or the relevant fund issuer or distributor. MEMBERS Trust Company or the issuer or distributor may, at their discretion, impose a fee to receive the printed materials in addition to the electronic materials.

Notices – If you want to send us a notice in relation to this Agreement, you must send it by regular mail to the following

- **MEMBERS Trust Company Corporate Address: 14025 Riveredge Drive, Suite 280, Tampa, FL 33637**

We may notify you by sending notices to your e-mail address or by mailing you notice by U.S. mail to our most current mailing address that we have for you. You agree that any notices sent by U.S. mail or e-mail will be deemed delivered and received three days after the date sent.

FACTS	WHAT DOES MEMBERS TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security number and account balances ■ transaction history and assets ■ account transactions and retirement assets When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons [MEMBERS Trust Company] chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MEMBERS Trust Company share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 888-727-9191 or go to www.memberstrust.com

What we do	
How does MEMBERS Trust Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Restricted access to customer information to parties needed to service your relationship. Use of technology, e.g., backup files, firewalls, virus detection and eradication software, to protect against unauthorized access.
How does MEMBERS Trust Company collect my personal information?	We collect your personal information, for example, when you ■ [open an account] or [deposit money] ■ [pay your bills] or seek advice about your investments ■ tell us where to send the money
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *MEMBERS Trust Company does not share with our affiliates*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *MEMBERS Trust Company does not share with nonaffiliates so they can market to you*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *Our joint marketing partners include credit union partners to bring our services to you.*