

# CUSTODIAL ACCOUNT

## Account Forms and Custodial Agreement



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**DO NOT FAX OR MAIL THIS COVER PAGE**

**INVESTMENT PRODUCTS: NOT FDIC INSURED - NO BANK GUARANTEE - MAY LOSE VALUE**



# CUSTODIAL ACCOUNT TABLE OF CONTENTS

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■ Custodial Account Agreement Fee Schedule.....	2
■ Custodial Account Agreement.....	3 - 7
■ Specimen Signatures.....	8
■ Custodial Account Transfer Letter.....	9 - 10
■ IRS Form W-9 Request for Taxpayer Identification Number and Certification.....	11 -14
■ Personal Information Privacy Protection Policy.....	15
■ USA PATRIOT Act Information.....	16

<b>Installation Fee - This fee(s) is payable in advance at time account is established</b> <i>First year custodial fee (plus any transfer fees, if applicable)</i>	Waived
<b>Annual Custodial Fee - starting in year 2</b> <i>0.15% (.0015) of Account's Total Market Value</i>	Minimum \$250
<b>Special Service Fees - These fees will be billed or charged at the time services are rendered.</b>	
Coin Shipping	Cost + \$10
Earmarked Account Fee - per year, per participant	\$ 75
Income Tax Withholding Fee - per occurrence	\$ 30
Late Fee: <i>For failure to pay Annual Fee by provided deadline.</i>	\$ 50
Legal Action Fee	\$ 10 each
Life Insurance Policy Fee - per year, per policy	\$ 50
Miscellaneous Activity Request	\$ 75 / hour
Overnight Fee	Minimum \$ 25
Paper Bill Pay: <i>This fee can be avoided by enrolling in electronic bill pay in eVantage. Visit <a href="http://www.trustetc.com/benefits/evantage">www.trustetc.com/benefits/evantage</a> for details.</i>	\$ 10 / each
Paper Statement Fee	\$40 annually
Participant Distribution Fee - per occurrence	\$ 8
Precious Metals Storage Fee <i>(Charged at account establishment and each January thereafter)</i>	\$150
Returned Check Fee - per occurrence	\$ 30
Stop Payment Fee - per occurrence	\$ 30
Voided Check Fee - per check <i>(No fee charged if issuance error made by Equity Trust Company)</i>	\$ 10
Wire Transfer Fee - per occurrence	\$ 30
990-T Processing Fee - please see attached fee schedule	
<b>Termination Fees</b>	
Account Termination Fee	\$200
Asset Re-registration - per asset	\$100
Partial Termination Fee - per asset	\$ 75
Special Handling Fee (action on closed account)	\$ 25

**NOTE: The above fee schedule does not include qualified Customer or trust documents or any ERISA record keeping, administration, or governmental reporting, including but not limited to filing of 5500 series, 1099, W-2P, 5498, or any other required form or disclosure.**

## I. Custodial Agreement

The Customer or Plan named in Section II of this Agreement (hereafter individually or collectively, "Plan") hereby requests Equity Institutional, a division of Equity Trust Company to establish a Custody Account ("Account") for and in the name of the Customer or Plan and to hold, as Custodian, all assets (collectively "Fund") deposited to, or collected with respect to such account.

1. The Customer or Plan, in consideration for Equity Institutional's agreement to perform the duties of a custodian (a nondiscretionary agent) under this agreement, hereby designates Equity Institutional as custodian of this Account. Equity Institutional, in consideration for the deposit by the Customer or Plan of funds into the Account, and other valuable consideration, hereby agrees to act as custodian with respect to the Account herein established.
2. Equity Institutional, as custodian but not as trustee or fiduciary in any respect, shall take, hold, invest and distribute all of the assets of the Fund in accordance with the terms of this Agreement, and shall hold the assets of the Fund as custodian for the Account.
3. During periods in which cash in the Account has not been invested in accordance with the instructions of the Customer or Plan, Equity Institutional shall hold such cash, as provided in paragraph 22.
4. Equity Institutional shall not be liable for any act, omission, or determination made in connection with this agreement except for its intentional misconduct or gross negligence. Without limiting the generality of the foregoing, Equity Institutional shall not be liable for any losses arising from its compliance with the Customer's or Plan's written or oral directions. Equity Institutional shall be under no duties whatsoever except such duties as are specifically set forth in this Agreement. Equity Institutional shall be fully protected in acting upon any instrument, certificate, or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and Equity Institutional shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
5. The Customer or Plan will not direct the purchase or sale of a security which is not marketable under the securities laws of the appropriate state, nor, without limiting the generality of the foregoing, direct any investment that would be illegal under federal, state or local law. The Customer or Plan or his Designated Representative hereby warrants that he will not enter into a transaction, or cause a transaction to be entered into, which is prohibited under Section 4975 of the Internal Revenue Code. Customer or Plan further warrants that, if a transaction is questionable due to Customer's or Plan's relationship to the investment sponsor, that he will consult with such counsel and advisors as Customer or Plan may deem necessary prior to directing or causing the direction of the transaction. Pursuant to the directions of the Customer or Plan or his Designated Representative, Equity Institutional shall invest and reinvest the assets of the Customer or Plan without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for trust investment, in securities obtainable "over the counter" or on a recognized exchange, savings media and any other acceptable public or non-standard investment which in the sole judgment of Equity Institutional will not impose an unreasonable administrative burden (with such determination by Equity Institutional not to be construed in any respect as a judgment concerning the prudence or advisability of such investment).
6. Without limiting the generality of the foregoing, Equity Institutional is authorized to collect all interest, dividends, proceeds of sale and other monies due and collectable that arise from the investment of the assets of the Fund (collectively, "Fund Income") and to credit such Fund Income to the Account and, upon Equity Institutional's receipt, shall become part of the Fund.
7. The assets of the Fund shall be held separate from the other funds or properties of Equity Institutional. Equity Institutional may, however, commingle the assets of the Fund with the assets of other custodial accounts managed by it solely for investment purposes, provided that an individual accounting is made to the Customer or Plan annually of the Fund's share in any common fund or joint investment.
8. Equity Institutional shall provide the Customer or Plan with a quarterly statement setting forth all transactions with respect to the Fund and a listing of

each asset which comprises a portion of the Fund as of the close of the calendar quarter of reference, which statement shall be provided within a reasonable time following the close of each calendar quarter.

9. Equity Institutional shall provide the Customer or Plan an annual statement setting forth all transactions with respect to the Fund including, to the extent reasonably available to Equity Institutional, a summary of the income, gains and losses with respect to all such transactions, which statement shall be provided within a reasonable time following the close of each calendar year.
10. Equity Institutional is responsible for safekeeping only those documents which are delivered into its possession by the Customer, Plan or his/her agent.
11. The Customer or Plan shall have sixty (60) days after the mailing to the Customer or Plan of such statements, to the address of the Customer or Plan as shown on Equity Institutional's records, to file objections in writing with Equity Institutional with respect to anything contained in any statement. Failure to object in a timely fashion shall be deemed to constitute approval by the Customer or Plan of all items contained in the statement. To the extent items have been reflected in, and approved by the Customer or Plan in a quarterly statement, such transactions may not later be challenged as they are reported on the annual statement.

The Custodian shall have no liability or responsibility for transactions reported or not reported on any periodic statement unless Customer or Plan or Customer's or Plan's Rep files written exceptions or objections within 60 days after receipt of the report or statement. Upon receipt of written notification under this Section, the Custodian's liability and responsibility shall be to fully investigate the exceptions or objections, make any adjustments, correct any entries or otherwise reconcile the account as may be necessary. If any such adjustments or corrections are required, the Custodian shall issue a revised statement for the reporting period(s) in question.

12. Equity Institutional shall have all powers reasonably necessary (i) to carry out the directions of the Employer or his Designated Representative with respect to investments, and (ii) to carry out other duties under this Agreement. Equity Institutional shall have the power to designate a securities broker/dealer registered under the Securities and Exchange Act of 1934 (including an qualified affiliate) with respect to any mutual funds held in the Account as to which either no broker/dealer has been designated by the Plan or the Customer or Plan or the Customer has advised Equity Institutional of its decision to cease its designation of a broker/dealer.
13. The Customer or Plan shall furnish Equity Institutional with such information and instructions as may be necessary to carry out the provisions of this Agreement and to enable Equity Institutional to make any reports required by this Agreement by law or by regulation in the case of a Plan. Equity Institutional will not be responsible for the computation and the collection of any contributions under the Plan, and shall be under no duty to determine whether the nature or amount of any contributions is in accordance with the Plan.
14. Without limiting the generality of the foregoing, the Customer or Plan understands and acknowledges that Equity Institutional will act solely as custodian for the Account, and under the instructions of the Customer or Plan, with respect to the investment of the assets of the Fund and, acting in that capacity, shall place orders for the purchase of securities providing the Customer or Plan has sufficient funds in the Account or arranges to make funds available in advance for such purposes, and will also place orders for the sale of securities provided such securities are held by Equity Institutional and in deliverable form. The Customer or Plan authorizes Equity Institutional to charge the Account for the cost of all securities purchased or received against payment and to credit the Account with the proceeds received from securities sold or delivered against payment. Equity Institutional shall invest funds received or other instructions received from the Customer or Plan (or Customer's or Plan's Designated Representative), in accordance with the directions from the Customer or Plan (or Customer's or Plan's Designated Representative) within seven (7) business days of receipt of such funds plus necessary administrative and processing time. Equity Institutional shall be under no duty to credit interest or earnings on the funds received, and Customer or Plan agrees that Equity Institutional shall not be liable for any market value adjustment which may occur during the period of time Equity Institutional has control of the funds received from the Customer or Plan.

15. The Customer or Plan understands and acknowledges that Equity Institutional is not under any duty to supervise the investment of, or to advise or make recommendations to the Customer or Plan with respect to the sale or other disposition of any assets of the Fund or to advise or recommend the purchase of any assets with the funds available under the Fund.
16. Without limiting the generality of the foregoing, although the Customer or Plan is the owner of all of the assets of the Fund, the Customer or Plan hereby authorizes and instructs Equity Institutional that, unless instructed to the contrary in writing, all assets of the Fund shall be registered in the name of Equity Institutional or of a nominee for the purpose of simplifying and expediting the handling of such assets. Unless otherwise agreed in writing by the parties, registered securities shall be held in the name of:

Equity Trust Company Custodian FBO: (Name of Plan)

17. All proxies received by Equity Institutional with respect to securities owned by the Fund and other reports to stockholders issued by such corporation will not be forwarded to the Customer or Plan unless a request to receive a specific proxy or report is so requested in writing by the Customer or Plan. A separate request must be received for each proxy or report to be sent to the Customer or Plan. In the case of any solicitation received by Equity Institutional with respect to the Account (including but not limited to third party tender offers with respect to limited partnership interests in the Account), Equity Institutional will transmit such materials to the Customer or Plan (or to Customer's or Plan's Designated Representative as directed by Customer or Plan); however, Equity Institutional must have at least ten (10) days from the date it receives instructions from the Customer or Plan (or Customer's or Plan's Designated Representative) to transmit such instructions to the soliciting party by the date specified in the solicitation. Equity Institutional shall have no obligation to transmit any solicitation received or instructions given with respect to the Account by other than regular mail, and shall not be responsible for any failure to respond to a solicitation by the deadline specified therein due to (i) delays in the mail or (ii) where Equity Institutional has less than ten (10) days from the date instructions are received from the Customer or Plan (or Customer's or Plan's Designated Representative) and the specified deadline for responding. Equity Institutional need not honor offers or recognize communications that are not addressed to each Account by name. Equity Institutional shall not be responsible for any action taken by the Customer or Plan or Customer's or Plan's Designated Representative as a result of information concerning the Account or any investment which may be transmitted or not transmitted to the Customer or Plan or Customer's or Plan's Designated Representative.

Equity Institutional shall not be responsible for, or in any way liable for, any loss or expense (including reasonable attorneys fees) arising from claims against Equity Institutional in connection with this Agreement, including claims for taxes and other governmental charges, and any claims asserted by reason of any act or failure to act, except for such act or failure to act that constitutes gross negligence or willful misconduct. Equity Institutional may also retain legal counsel whenever in Equity Institutional's judgment it is necessary or advisable to do so in connection with the discharge of Equity Institutional's duties, and the fees and expenses of such counsel will be paid by the Customer or Plan, or in the absence of payment by the Customer or Plan, shall be charged against the account. The Customer or Plan agrees that Equity Institutional will have a continuing lien on and security interest in any and all assets held in the Account as security for any liability which arises under this paragraph. Notwithstanding the foregoing, Equity Institutional reserves the right to liquidate Customer or Plan assets, the choice of the selling broker and assets to be sold shall be at Custodian's sole discretion for any unpaid fee balance, to cover fees and expenses it incurs on behalf of said Customer or Plan. Should fees or expenses not be collected, Custodian shall have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees and expenses charged against the account are fully paid.

18. Equity Institutional may rely on all written directions, and upon the non-written directions described below, given by the Customer or Plan or a person designated by the Customer or Plan to act on its behalf in this regard ("Designated Representative") which Equity Institutional believes to be genuine, and Equity Institutional's records of a transaction will be conclusive as to the content of any instructions. The Designated Representative shall be the authorized agent of the Customer or Plan and not of Equity Institutional. Equity

Institutional shall construe any and all investment directions given by the Designated Representative, whether written or oral, as having been authorized by the Customer or Plan. The Customer or Plan may appoint and/or remove a Designated Representative by written notice to Equity Institutional provided that removal of a Designated Representative shall not have the effect of canceling any notice, instruction, direction or approval received by Equity Institutional from the removed Designated Representative before Equity Institutional receives said notice of removal from the Employer. Upon application by the Customer or Plan, on a form acceptable to Equity Institutional and upon approval by Equity Institutional, Equity Institutional will accept non-written directions from the Customer or Plan or Designated Representative, and such non-written directions may be given orally, by telephone, telegraph, cable, facsimile or by other electronic transmission. Without limiting the generality of the foregoing, Equity Institutional shall not be liable for executing, failing to execute, failing to timely execute or for any mistake in the execution of any non-written directions, unless such action or inaction is by reason of Equity Institutional's gross negligence or willful misconduct.

19. Equity Institutional is authorized to release securities and cash investments in the Account to the Customer or Plan, but not to a Plan participant directing the investment of a sub-account as described in 31(b.) below, on the written order, of the Customer or Plan and upon such further written confirmation as Equity Institutional shall reasonably request. Provided further, that regardless of the receipt of such instructions, Equity Institutional is entitled to retain such securities as shall be reasonably necessary or appropriate in order to insure that such assets are available to discharge any liabilities of the Customer or Plan or the Account to Equity Institutional, including, but not limited to, unpaid fees, unasserted but reasonably anticipated fees, claims, or other expenses, unless the Customer or Plan makes arrangements with Equity Institutional to insure payment of such actual and potential liabilities.
20. The Customer or Plan agrees that Equity Institutional may execute, as custodian, any declarations or certificates that may be required under any tax law(s) or governmental regulation(s) now or hereafter in effect without prior approval of the Plan.
21. Equity Institutional will charge for its services fees based on the Fee Schedule included with this kit unless Equity Institutional and the Customer or Plan have agreed, in writing, on a different fee schedule. Fees, together with out-of-pocket expenses and other charges hereto, if any, shall be computed and billed at least annually to the Customer or Plan. The Customer or Plan understands and agrees that such things as stock transfer costs, postage and other out-of-pocket expenses will be charged to the Account in addition to Equity Institutional's fees, and that expenditures arising from the purchase of securities shall be made only upon receipt of securities, in proper form, or as otherwise provided in writing by the Customer or Plan.

Equity Institutional may receive compensation in the form of 12b-1, sub-transfer agent, and other types of fees from certain mutual funds or their affiliates in consideration of services that Equity Institutional provides to the funds, e.g., purchase and redemption of shares and participant-level record keeping. This compensation is paid by the fund, pursuant to a service agreement between Equity Institutional and fund companies, and will be disclosed to the Customer or Plan. Under no circumstances will the Customer or Plan be responsible for payment of this compensation. The compensation paid to Equity Institutional is based either on a set fee per investor or on a percentage of the average daily net asset value of shares invested in the fund.

22. Equity Institutional shall have specific authority to invest all undirected cash from any source in an FDIC insured bank or savings account, an individual certificate of deposit, a money market account, or in other savings instruments, pending application of any default investment election or receipt of an investment direction or required clarification. Subject to any default investment election, if investment direction orders are not received as required or, if received, are unclear in the opinion of the Custodian, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation and without liability for interest pending receipt of such orders or clarification. Equity Institutional will perform sub-accounting and interest posting functions related to the uninvested funds and will receive a fee directly from the depository institution for such services. The Customer or Plan understands that such fees may be less or more than the fees which would be paid by such depository institution to other customers under similar circumstances.



23. This Agreement shall remain in force until terminated, and either the Plan or Equity Institutional may terminate this Agreement upon thirty (30) days written notice to the other. Upon termination of this Agreement, Plan hereby agrees to name a successor Custodian and notify Equity Institutional in writing of the name said successor Custodian. In the event that Plan does not name a successor Custodian, Equity Institutional shall distribute cash directly to and reregister assets in the name of the Customer's or Plan's trustee(s).
24. If Equity Institutional (i) is merged into another business entity, (ii) sells all or substantially all of its assets, (iii) sells all or substantially all of its assets and activities related thereto at a separate branch or trust office, (iv) sells all or substantially all of its assets and activities related to its providing custodial services (in whatever capacity and however designated) and/or products to or in connection with retirement plans that are qualified or intended to be qualified under section 401(a) of the Internal Revenue Code or (v) sells all or substantially all of its assets and activities related to such custodial services at a separate branch or trust office, then a surviving, purchasing, successor or assignee business entity may, without consent or other action on the part of Customer or Plan, and to the extent provided in the agreements governing such transaction, succeed to the rights, powers, duties and obligations of Equity Institutional under this Agreement. After any such transaction, all references to "Equity Institutional" in this Agreement shall be deemed references to such surviving, purchasing, successor or assignee business entity.
25. This Custodial Agreement may be amended by Equity Institutional upon written advance notice to the Customer or Plan of not less than thirty (30) days.
26. Equity Institutional shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Account or with respect to any property held in the Fund unless Equity Institutional is indemnified to Equity Institutional's satisfaction. Whenever Equity Institutional deems it reasonably necessary, Equity Institutional is authorized and empowered to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit or proceedings affecting the Account or any of the property of the Fund. All fees and expenses so incurred shall be for the Account and shall be charged to the Account.
27. This Agreement shall be executed in any number of counterparts each one of which shall be deemed to be the original although the others shall not be produced.
28. For all purposes hereof, the address of the Customer or Plan (and Plan's Trustee) shall be as set forth in writing on a form acceptable to Equity Institutional, unless the party whose address shall change shall notify the other party in writing and shall obtain or provide such written acknowledgement by certified and registered mail. Any notice or statement that Equity Institutional is required to give hereunder shall be deemed given when mailed to the intended recipient at his last known address. Any notice or statement to be given to Equity Institutional shall be deemed given only when actually received by Equity Institutional.
29. DESIGNATED REPRESENTATIVE PROVISIONS: If Customer or Plan designates a Representative in the Adoption Agreement, such designation is subject to the following provisions:
- Customer or Plan recognizes that Equity Institutional is entitled to rely on directions from the Designated Representative, and Customer or Plan agrees that Equity Institutional shall be under no duty to make an investigation with respect to any instructions received from the Designated Representative;
  - Customer or Plan is solely responsible for managing the investment of the Account, and for directing the Designated Representative. All instructions, directions, and/or confirmations received by Equity Institutional from the Designated Representative, shall be assumed to have been authorized by Customer or Plan;
  - Customer or Plan recognizes that the Designated Representative is not an agent of Equity Institutional; and
  - Customer or Plan may remove the Designated Representative and designate a new Representative by written notice to Equity Institutional. However, removal of a Designated Representative will not have the effect of canceling any instruction, direction, or confirmation which has been received by Equity Institutional from the Designated Representative prior to the date that notice of removal is received by Equity Institutional.
30. Customer or Plan hereby indemnifies and holds Equity Institutional harmless from any and all liability or claims, including, but not limited to, damages, court costs, legal fees, and costs of investigation as a result of (i) any loss or diminution of the Fund resulting from changes in the market value of Fund assets; (ii) reliance or action taken in reliance on written instructions received from Customer or Plan or Customer's or Plan's Designated Representative, if one is appointed; (iii) any exercise or failure to exercise investment direction authority by Customer's or Plan's Designated Representative; (iv) Equity Institutional's refusal on advice of counsel to act in accordance with any exercise of investment direction by Customer's or Plan's Designated Representative; (v) any other act or failure to act by Plan or Plan's Designated Representative; (vi) any prohibited transaction or plan disqualification due to any actions taken or not taken by Equity Institutional in reliance on directions from Customer's or Plan's Designated Representative; or (vii) any other act Equity Institutional takes in good faith hereunder.
31. If the Customer is a qualified retirement plan ("Qualified Plan") under section 401(a) of the Internal Revenue Code, then without limiting the generality of the foregoing, the following provisions shall apply:
- Without limiting the generality of the foregoing, the Plan Trustee(s) acknowledges that Equity Institutional's duties under the Agreement are ministerial, not fiduciary, and do not relieve the Trustee(s) (or the Plan Administrator, to the extent relevant) of any of the duties set forth in the documents comprising the Plan and its related trust.
  - If Equity Institutional is advised by the Plan Trustee(s) that the provisions of the Qualified Plan and related trust documents so permit, and the Trustee so requests, Equity Institutional shall establish separate participant-directed sub-accounts and all references to the Customer under this Agreement shall be deemed to be references to the participant who is directing investments of such sub-account, except that the address of such participant shall be deemed to be the address of the Customer as set forth above. The right to amend the Agreement shall remain that of the Customer; and
  - Customer understands that certain transactions are prohibited for tax-exempt retirement plans under the Employee Retirement Income Security Act of 1974 (ERISA) and under Internal Revenue Code Section 4975. Customer will not direct the purchase or sale of any Fund asset to or from a "disqualified person" as defined in Section 4975 (e) (2) of the Internal Revenue Code, or a "party-in-interest" as defined in Section 3(14) of ERISA, or, in any other way direct an investment transaction which would be deemed to be a "prohibited transaction" under applicable law. Equity Institutional shall have no duty to determine whether any transaction is, or has to potential to be a "prohibited transaction."
32. The Custodian may value assets of the account on a quarterly basis utilizing various outside sources available to it. However, the Custodian shall not guarantee the accuracy of prices obtained from quotation services, independent appraisal services, investment sponsors, or parties related thereto or, other outside sources. Values for brokerage accounts shall be equal to the total equity value of the account, and shall reflect only those assets which are priced by the brokerage firm. Individual assets held within the brokerage account shall not be listed individually on statements furnished by the Custodian.
- In the absence of direction from the Secretary of the Treasurer or his authorized representative to the contrary, the value of illiquid assets such as limited partnerships, limited liability companies, or privately-held stock, shall be determined by a fair market value from the investment sponsor or other source chosen by Custodian in its sole discretion. Promissory notes and privately-offered corporate debt may have valuations reflected at the face value shown on the original note or debt instrument, or if the note is such that it is subject to an amortization schedule, valuation may be shown at amortized value.
- If the investment sponsor is unwilling or unable to provide a fair market value, then the Custodian may list the value of the illiquid asset at its original acquisition cost or carry forward the last known value. Assets which are reported by the investment sponsor as having no market value, are in bankruptcy, or other relevant condition exists may reflect a valuation of zero on the Custodian's periodic statement.

For investments that are not publicly tradable on a securities exchange, the Custodian shall seek a valuation of such securities from the sponsor/issuer of the investment. If a value is not received within ninety (90) days after request, then, upon notice from the Custodian, it is the duty of the Customer to provide the Custodian with the fair market value of the investment from the investment sponsor or from an independent appraisal service of the Customer's or Plan's choice, provided such appraisal service is acceptable to Custodian. Custodian reserves the right to resolve differences in values in any manner Custodian deems appropriate. If the Customer or Plan fails to do so, within six (6) months after notice, then the Custodian shall be authorized, entitled and directed to distribute such investment in-kind at fair market value, which may be original acquisition cost or the last known value, to the Customer or Plan.

33. Without limiting the generality of the foregoing, the Customer or Plan understands and acknowledges that Equity Institutional will act solely as agent for the Customer or Plan, and under the instructions of the Customer or Plan, with respect to the investment of the assets of the account and, acting in that capacity, shall place orders for the purchases of securities providing the Customer or Plan has sufficient funds in the account or arranges to make funds available in advance for such purposes, and will also place orders for the sale of securities provided such securities are held by Equity Institutional and in deliverable form. The Customer or Plan authorizes Equity Institutional to charge the account for the cost of all securities purchased or received from the securities sold or delivered against payment. If the Customer or Plan directs Equity Institutional to place an order for a mutual fund investment and there are insufficient funds in the account to cover the settlement cost, Customer or Plan agrees to deposit in the account immediately (and in any event not later than the settlement date) sufficient liquid funds to cover the cost of the investment. Customer or Plan agrees that Equity Institutional shall be under no obligation whatsoever to extend credit to the account or otherwise disburse payment beyond the cash balance of the account for any purchase of a mutual fund investment. In the event Customer or Plan fails to timely deposit sufficient funds in the account to cover the cost of any such investment, Equity Institutional, at its option, may cancel the order for the investment or, if the investment already has been acquired, sell the investment and reimburse itself for any costs or expenses incurred by Equity Institutional in settling the purchase order. Customer or Plan agrees that Equity Institutional shall not be liable for any actions or inactions taken or omitted to be taken by Equity Institutional in accordance with this provision, and further agrees, without limiting the generality of any other agreement by Customer or Plan to indemnify Equity Institutional, to indemnify and hold Equity Institutional harmless for its actions in canceling a purchase order for a mutual fund investment in the account or selling the investment to reimburse itself as provided above.
34. Customer or Plan agrees to bear sole responsibility for the prosecution or defense, including the employment of legal counsel, of any and all legal actions or suits involving Customer's or Plan's account which may arise or become necessary for the protection of the investments in that account, including any actions lodged against the Custodian. Customer or Plan also agrees to bear sole responsibility for enforcing any judgments rendered in favor of the Account, including judgments rendered in the name of Equity Institutional as Custodian of the Account.
35. For qualified plans, Plan understands that in-kind distributions received from the Account are subject to Federal income tax withholding unless Plan elects not to have withholding apply. By signing this Agreement, Plan elects not to have withholding apply to distributions from the Account, subject to Plan's right to revoke this election at a later date. Plan also understands that if this election is revoked and there is no cash or insufficient cash in the Account at the time of distribution, Custodian must sell any non-cash investments to pay withholding and will distribute the remaining proceeds, if any. Plan understands and accepts the responsibility for paying Federal income tax on the taxable portion of any distribution from the Account and that plan may be subject to tax penalties if payments of estimated tax and withholding, if applicable, are inadequate.
36. Customer or Plan agrees to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of the Account. Customer or Plan understands that any legal filings made on behalf of this Investment are to be made in the name of "Equity Trust Company, Custodian for the benefit of (Customer or Plan Name)." Customer

or Plan agrees to not institute legal action on behalf of the Account without Custodian's written consent to litigate and that Customer or Plan shall prosecute any legal action. Customer or Plan agrees that any such legal action will be carried out in a manner that does not cause Custodian to incur any costs or legal exposure.

## II. Equity Institutional Custodial Account Adoption Agreement

CUSTOMER OR PLAN NAME		
ADDRESS		
CITY	STATE	ZIP CODE
PHONE	CUSTOMER OR PLAN TAX ID #	DATE OF BIRTH

### TYPE OF ACCOUNT

<input type="checkbox"/> Individual Account <input type="checkbox"/> Uniform Gift/Transfer to Minor <input type="checkbox"/> Joint Tenancy <input type="checkbox"/> Partnership <input type="checkbox"/> Trust	<input type="checkbox"/> Tenant in Common <input type="checkbox"/> Corporation <input type="checkbox"/> Community Property <input type="checkbox"/> Qualified Plan
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TYPE OF TRUST
TYPE OF PLAN
UNDER AGREEMENT DATED
OTHER (SPECIFY)

### 1. Representative Designation and Dealer Identification (Optional):

Customer or Plan hereby instructs Equity Institutional pursuant to the provisions of this Section and Section 29 of the Equity Institutional Custodial Account Agreement to pay for or receive payment from security or other investment transactions communicated by the Representative designated below, as indicated by broker confirmations of trade or other requests for payment received by Equity Institutional. Customer or Plan understands that it is solely its responsibility to direct the Designated Representative to execute trades or other investments for the Account, and all instructions, directions, and/or confirmations received from the Designated Representative shall be assumed by Equity Institutional to have been authorized by Customer or Plan.

Customer or Plan hereby agrees to indemnify and hold Equity Institutional harmless in its reliance upon any certificate, notice, confirmation, instruction, or other written or oral (if so elected in Section 2 below) communication purporting to have been delivered at Customer's or Plan's direction on behalf of the Account by the Designated Representative or brokerage firm. Equity Institutional shall not be held liable for any loss or breach of trust of any kind which may result from any action that it takes in good faith in accordance with such certificate, notice, confirmation, instruction or other communication.

REPRESENTATIVE'S NAME		
REP #	BRANCH	
REPRESENTATIVE'S ADDRESS		
CITY	STATE	ZIP CODE
PHONE		
BROKER DEALER NAME		
BROKER DEALER ADDRESS		
CITY	STATE	ZIP CODE
PHONE		
DEALER FIRM		
AUTHORIZED SIGNATURE (if required)		

**2. Optional Authorizations (Select only the items you wish to authorize):**

a. Telephone Authorization

Check this box only if you agree to the following terms and conditions:

Customer or Plan authorizes Equity Institutional to honor telephone transaction requests from Customer or Plan or a Designated Representative listed above for the Account. Customer's or Plan's Tax Identification Number will be required as verification before any requests will be accepted.

Customer or Plan understands and agrees that Equity Institutional will not be liable for any loss, expense or cost arising out of any requests affected hereunder.

**(Note:** This authorization applies only to investment directions given to Equity Institutional. It does not automatically authorize telephone exchange or redemption privileges for any investment.)

b. Payment of Custodial Fees

Custodial Fees for the Account should be: *(select one box only)*

Invoiced to Customer or Plan at the above address; or

Automatically withdrawn from the assets of the Account

**(Note:** If no option is chosen above, Equity Institutional will default to automatic withdraw of Custodial Fees from the Account. The Customer or Plan will be responsible for any fee deficiency should the Account be illiquid or have insufficient funds to cover all fees. Equity Institutional reserves the right to charge an extra processing fee for illiquid or insufficient accounts.)

**3. Correspondence;** if other than Customer or Plan designated in Section II. *(Representatives are automatically copied on all correspondence.)*

NAME		
ADDRESS		
CITY	STATE	ZIP CODE
PHONE		

**4. Schedule of Custodial Services**

- a. Processing of Assets held by the Customer or Plan, including Buys, Sells, Exchange, and Redemptions
- b. Quarterly Statements of Account Activity
- c. Safekeeping of Account Assets
- d. Preparation of Annual Financial Reports (Optional)
- e. Distributions as directed by Customer or Plan
- f. Maintenance of Periodic Deposits and Investments

**III. Signatures**

Accepted by Customer or Plan on this  day of

,

CUSTOMER OR PLAN NAME
AUTHORIZED SIGNATURE
TITLE (if applicable)
JOINT REGISTRANT SIGNATURE (if applicable)

**THIS AGREEMENT IS NOT EFFECTIVE UNTIL PROPERLY COUNTER-SIGNED BY AN AUTHORIZED OFFICER OF EQUITY INSTITUTIONAL.**

Agreed and accepted by Equity Institutional at its office in Elyria, Ohio.

**EQUITY INSTITUTIONAL**

**By:**





Please provide specimen signatures of all employees or trustees within the organization authorized to conduct business on behalf of the plan. Equity Institutional will use this list and rely on the trustee to update if there are any changes within the organization that would affect the employees authorized to conduct business on behalf of the plan.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

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Printed Name

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Signature Date

\_\_\_\_\_  
Printed Name

**Both pages of the Custodial Account Transfer Letter MUST be completed by the client.**

### 1 TO: (CURRENT TRUSTEE OR CUSTODIAN INFORMATION)

NAME OF PRESENT TRUSTEE or CUSTODIAN			
STREET ADDRESS*	CITY	STATE	ZIP CODE
TELEPHONE NUMBER (please include area code)		ACCOUNT NUMBER with CURRENT TRUSTEE OR CUSTODIAN	

### 2 FROM: (YOUR INFORMATION)

NAME			
STREET ADDRESS		CITY	
STATE	ZIP CODE	TELEPHONE NUMBER (please include area code)	

I have established a new account and have designated Equity Institutional as my successor custodian.

**Please transfer my assets to Equity Institutional as indicated on the following page.**

### 3 ATTENTION RESIGNING CUSTODIAN

I wish to have my funds wired. (This will apply unless another option is chosen.)

I wish to have a check or re-registration paperwork mailed via:

First Class Mail

Send Overnight via:  FedEx  UPS

3RD Party Billing

Deduct from cash from the present Trustee's or Custodian's account.

Zip Code
Account #

### 4 CLIENT SIGNATURE

I have initiated and approved this transfer. I certify that all assets in my plan are listed and that I am fully aware of any and all penalties incurred by my request (if any) for premature liquidation of any certificate of deposit or insurance products involved in this transfer..

#### SIGNATURE GUARANTEED

Client Signature	Institution
Date	Signature
	Title

### 5 CURRENT TRUSTEE OR CUSTODIAN

This is to inform you that Equity Institutional has an approved and qualified prototype Retirement Plan and that we hereby accept the transfer of assets to the above plan, subject to the suitability requirements of our Acceptable Investments List. Please transfer and send the assets of the account as indicated on this letter to Equity Institutional along with a final accounting of the plan..

Equity Institutional  
 P. O. Box 450710  
 Westlake, OH 44145

Equity Institutional  
 1 Equity Way  
 Westlake, OH 44145

Authorized Signature for Equity Institutional

**TO THE CLIENT:** All assets in your Plan **must be listed individually** below. For each asset, you **must** indicate how it is to be transferred. Attach a copy of last statement for each asset.

- ✓ **Check the box marked "Liquidate"** if you want your current trustee to sell an asset and send the proceeds to Equity Trust Company
- ✓ **Check the box marked "In-Kind"** if you want to keep an asset in its present form in your new Account. In this event, your current trustee will transfer the registration of the asset and send it to Equity Trust Company.
- ✓ If certificates of deposit or insurance products are to be re-registered, you must check with your current trustee to be sure that re-registration is possible. Upon transfer, the actual certificate or policy must be sent to Equity Institutional.

**TO CURRENT TRUSTEE:** Please transfer assets as follows

<b>CASH</b>	\$		
<b>CERTIFICATES OF DEPOSIT</b> <i>(include Account Number if available)</i>	<b>Face Amount</b>	<b>Liquidate</b>	<b>In-Kind</b>
	\$		
	\$		
<b>STOCKS</b>	<b>Number of Shares</b>		
<b>BONDS</b>	<b>Face Amount</b>		
	\$		
	\$		
<b>MUTUAL FUNDS - Name</b>	<b>Symbol</b>	<b>Number of Shares</b>	
<b>OTHER</b> <i>(Explain fully, including Face Amount or Number of Shares as applicable)</i>			

Please re-register assets and/or make any checks payable to:

Equity Trust Company, Custodian

FBO \_\_\_\_\_ (tax ID) \_\_\_\_\_

*Please include account number on all checks and correspondence.*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Our Commitment to You

At Equity Trust Company, protecting your privacy and the confidentiality of your personal information is important to us. We value your business and the trust you put in us, and to offer you the financial products and services you seek, we collect, maintain and use information about you. To help you better understand how your personal information is protected by Equity Trust Company, we are providing you with the following statement describing our policies and procedures with respect to the privacy of your customer information. In the event you terminate your customer relationship with us, or become an inactive customer, we will continue to adhere to the policies and procedures described in this notice.

This notice applies only to non public personal information about individuals who obtain financial products or services primarily for personal, family or household purposes.

## Equity Trust Company Privacy Policy

Equity Trust Company restricts access to your personal and account information to those employees and affiliates who need to know the information to provide products, education materials or services to you and we educate our employees about the importance of confidentiality and customer privacy. For example, Equity Trust Company may provide such information to its affiliate Equity University, which provides educational seminars and materials to individuals related to retirement planning. We maintain physical, electronic and procedural safeguards to guard your non public personal information. We do not sell any of your personal information to any third party affiliates or non-affiliates and we will not do so, however we may provide such information to any successor custodian/trustee for your account. As such, we reserve the right to transfer such information in connection with a sale of our business, whether by sale of assets, or a merger, consolidation or other similar transaction, or a reorganization or liquidation of our business whether or not in connection with a filing for bankruptcy under applicable law.

## Information We Collect About You

As your trusted financial institution, we collect, retain and use non public personal information about individual current and former customers to provide products and services. We may collect the following categories of non public personal information about you:

- Information we receive from you, through applications for our products or services or other forms; and
- Information about your transactions with us, our affiliates or with non-affiliated third parties.

You typically provide this personal information when you complete an Equity Trust Company account application or when you open

an account with an affiliated brokerage firm. This information may include, but is not limited to, your name, address, social security number, investment experience, relationship with brokers/dealers, risk tolerance, financial references, investment objective, tax bracket, net worth, annual income and occupational/educational background.

## Information We Share

Equity Trust Company does not disclose non public personal information about you to any unaffiliated third parties, unless required by law or authorized by you. However, since publicly held securities transactions are effected through a correspondent clearing firm, we do provide certain account information (such as your name, social security number, address, date of birth, and telephone number; under limited circumstances, net worth, annual income, tax bracket, investment objectives and risk tolerances) and transaction activity to our clearing firm to effect and administer your transaction request. In addition, certain account information (such as your name, address, account activity and positions) is provided to a service provider with whom Equity Trust has contracted to print and mail account statements.

## Your Privacy With Equity Trust Online

Equity Trust Company considers your online confidentiality and privacy to be as important as your written documentation. At Equity Trust Company we use a variety of protections to maintain security of your online sessions and communication. For example, we make use of firewall barriers, authentication procedures and data encryption of 128 Bit SSL. For more information on our online privacy policies, please visit our website.

## How Equity Trust Company Will Inform You of Changes to Our Policies

As required by federal law and regulation we will notify you of our privacy policy annually. Equity Trust Company reserves the right to modify its privacy policy and related procedures at any time, in accordance with applicable federal and state laws. You will be informed and receive appropriate notice if any such changes are made.

We appreciate the opportunity to serve your financial needs. We pledge to follow the policies, safeguards and guidelines as described in this notice, and to protect the confidentiality of your information. Your relationship is very important to us, and we will take great care to honor these commitments to you. Thank you for choosing Equity Trust Company.



### **OUR USA PATRIOT ACT DISCLOSURE**

To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act of 2001) requires all financial institutions to obtain, verify, and record information that identifies each individual or institution who opens an institutional account or establishes a customer relationship with Equity Trust Company.

#### **WHAT THIS MEANS FOR YOU:**

When you open an account, Equity Trust Company will ask for your name, address, date of birth and other information that will allow us to identify you. As appropriate, we may also ask to see your driver's license or other identifying documents.

This information may be compared to information obtained through third party sources, as permitted by law. If we cannot verify this information, your account may not be opened or it may be restricted and/or closed, and we will not be responsible for any losses nor damages including, but not limited to, lost opportunities, you may incur.

We thank you for your understanding and for joining us in securing a safer tomorrow.