

**Amended and Restated
AdvisorTrust, Inc. Custodial Account Agreement**

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Amended and Restated Custodial Account Agreement

Pursuant to the terms of the AdvisorTrust Custodial Account Agreement [the “Prior Agreement”] DAWSON & BEDSWORTH ELECTRICAL [the “Plan”], the Organization named as the Plan’s Administrator [“you”, “your”], acting on behalf of the Plan and for itself personally, and AdvisorTrust, Inc. [“AdvisorTrust” or the “Custodian”] make this Restated Custodial Account Agreement [the “Agreement”] effective as of November 1, 2021.

Throughout this Agreement, “we”, “us”, and “our” refer to all parties together.

THEREFORE, recognizing the premises recited above, in consideration of the promises and provisions stated by this Agreement, and intending to be legally bound by this written Agreement, you and the Plan and AdvisorTrust agree:

1 About this Custodial Account

1.1 Custodial Account

The Custodian holds those of the Plan’s Investments that are Platform Investments, holds Loans, holds the Processing Accounts, and pays Plan distributions.

1.2 Other assets not included

The Custodian will not hold any money, property, or rights of the Plan other than the Processing Accounts, Loans, and the Plan’s Platform Investments. Without limiting the comprehensive effect of the preceding sentence, life insurance contracts, real property, and tangible personal property are not held under this Custodial Account. You Covenant to the Custodian and its Affiliates that you duly appointed another Person to serve as a Trustee, Custodian, or insurer regarding, or otherwise to hold, each asset that is not a subject of this Custodial Account.

1.3 Directed Custodian

The Custodian is subject to the Administrator’s and the Trustee’s (if any) Directions. The Custodian is subject to Participants’, Beneficiaries’, and Alternate Payees’ investment Directions, except to the extent the Administrator’s or the Trustee’s Direction countermands or supersedes another Directing Person’s Direction.

1.4 Custodian’s responsibility

The Custodian’s responsibility is as South Dakota Law provides, applying allocations, delegations, and protections under South Dakota Law, and considering all allocations, delegations, and protections this Agreement provides.

1.5 You are the Plan’s Fiduciary

You serve as the Plan’s Administrator. Also, you are the Responsible Plan Fiduciary for selecting, overseeing, and monitoring the Plan’s service providers, including a recordkeeper, Trustee, Custodian, Investment Manager, Investment Adviser, and others. Whenever the Custodian requests a Direction or Instruction, you will promptly deliver your Direction or Instruction.

1.6 AdvisorTrust’s service depends on the Recordkeeper’s service

The Custodian makes this Agreement only because your Recordkeeper is, or has engaged, the Custodian’s Affiliate. The Recordkeeper and other Affiliates may compensate the Custodian for the Custodian’s service, and the Affiliates may bear expenses of the Custodian’s performance. You approve this Indirect Compensation. This Custodial Account Agreement, if not ended earlier (see ¶ 11.20 [“Term” at page 13], ends when the Service Agreement ends.

1.7 Your informed decisions

Pursuant to Article 11.2.1 of the Prior Agreement, you Covenant that you have been provided with 60-days written notice of this change and hereby adopt the amended terms described in this Agreement. You Covenant that in continuing your selections of the Recordkeeper, the Custodian, and other Service Providers you will consider information the Recordkeeper, the Custodian, or either’s Affiliate furnishes.

1.8 Covenants

Every Covenant and every promise you made to the Recordkeeper in the Service Agreement and in every agreement with an Affiliate you remake in this Agreement as a Covenant or promise to the Custodian and its Affiliates. The

Custodian and its Affiliates may rely fully on each such Covenant and promise without investigation and despite investigation.

1.9 Definitions and construction rules

Each provision of this Custodial Account Agreement is construed and interpreted using the definitions [set forth in Part 12 at page 14] and the construction rules [set forth in Part 14 at page 22].

2 Contributions

2.1 Administrator collects contributions

Only the Administrator has any duty or obligation to collect contributions. The Custodian must not collect a contribution or enforce a participating employer's or another Person's obligation.

2.2 ACH and wire-transfer authorizations

You will cause each participating employer or its wage payer to sign an ACH (automated clearinghouse) authorization or wire-transfer instructions in the form the Custodian reasonably requests or to submit contributions, Loan repayments, and other amounts via other means acceptable to the Custodian and Recordkeeper. That the Custodian requests anything is no impairment or variation of ¶ 2.1 ["Administrator collects contributions"].

2.3 Contributions

The Custodian accepts a contribution only if it is paid by a participating employer (or its wage payer), or is a rollover contribution the Administrator approves or a transfer permitted by the Plan.

2.4 Investing a contribution

The Custodian invests each contribution according to each Participant's, Beneficiary's, or Alternate Payee's proper Direction, or absent such a Direction, according to the Administrator's proper Direction.

3 Investment Directions

3.1 Directed investment

The Custodian follows investment Directions given by:

- a Participant;
- an Alternate Payee, for his or her segregated portion of a Plan Account;
- after a Participant's death, each Beneficiary, for his or her separate portion of a Plan Account;
- an agent for a Participant, Beneficiary, or Alternate Payee; and
- the Administrator, for an amount not Directed by a Participant, Beneficiary, or Alternate Payee.

However, the Custodian follows only a proper Direction.

3.2 Investment transfers

The Custodian implements investment Directions following your Service Agreement with the Recordkeeper if the Direction is received in Good Order.

4 Distributions

4.1 Custodian pays Plan distributions

The Custodian pays Plan distributions under the Administrator's Directions.

4.2 Tax-reporting and withholding

The Custodian (or its agent) tax-reports, and withholds taxes from, distributions, payments, and transfers as required by Applicable Law.

4.3 Refusing a distribution, transfer, or exchange contrary to the Plan

If the Custodial Account is held for a Plan described in IRC § 403(b)(7), the Custodian may, despite a Direction, refuse to pay or deliver a distribution, transfer, or exchange if the Custodian in Good Faith believes the distribution, transfer, or exchange would pay or make available an amount contrary to IRC § 403(b)(7)(A)(i).

5 Employer Securities

5.1 Directed investment in Employer Securities

If the Plan is described in IRC § 401(a) and is not described (even in part) in IRC § 403(b) or IRC § 457, and permits investment in Employer Securities, the Custodian will invest, directly or indirectly, in Employer Securities as the Trustee Directs.

5.2 Your monitoring

You will monitor (or you will cause an Investment Manager to monitor) whether Employer Securities remain a Prudent Investment for the Plan. (For such an evaluation, a Fiduciary may, to the extent ERISA § 404(a)(2) provides, ignore diversification.) If you find (or the Investment Manager finds) that Employer Securities are not a Prudent Investment, you will notify the Custodian of the finding promptly and no later than two hours after the finding was made, even if you delegated the finding to the Investment Manager.

5.3 Securities Exchange Act of 1934

You will prepare and file all reports Federal or State Laws, including securities Laws, require or permit regarding the Trust's ownership of Employer Securities. Without limiting the comprehensive effect of the preceding sentence, you will prepare and file all reports required or permitted under § 13 or § 16 of the Securities Exchange Act of 1934. The Custodian will furnish to you the information you reasonably request to meet your obligation under this provision.

5.4 Voting and other corporate actions

Whenever the Plan requires or permits Individuals to Direct voting of Employer Securities, a response to a tender offer, or any other action regarding Employer Securities, you will (without services from the Recordkeeper or the Custodian) collect, tabulate, and communicate Individuals' Directions. The Custodian will receive only your proper Direction.

6 Custodian's powers

6.1 Custodian's powers

Subject to the restrictions stated by this Agreement (including its Part 7 ["Custodian's restrictions" at page 6]), the Custodian has all powers provided by Applicable Law, and has the powers stated in this Part.

6.2 Powers regarding Investments

The Custodian may hold an Investment in its own name, or in the name of a nominee, with or without a reference to any Trust or Custodial Account. The Custodian may use any bank, trust company, or broker-dealer (and permit any of them to use any clearing agency). The Custodian may exercise a right or privilege of an Investment.

6.3 Clearing and trading services

The Custodian may do a transaction through any service of National Securities Clearing Corporation, or any clearing or trading service.

6.4 Processing Accounts

The Custodian may use Processing Accounts in providing services under this Agreement.

6.5 Custodian's agents

The Custodian may use agents. The Custodian may use, and rely on, agents as permitted under Applicable Law, including S.D. Codified Laws § 55-1A-31.

6.6 Broad general and incidental powers

Subject to the restrictions stated by Part 7 ["Custodian's restrictions" at page 6], the Custodian has each power stated below, and all powers necessary or incident to the exercise, use, or availability of such powers.

The Custodian may make, execute, and deliver any contract, waiver, release, or other instrument and do all other acts that the Custodian finds necessary in carrying out any of its powers.

Except as this Agreement restricts, the Custodian has the powers necessary to discharge its duties under this Agreement or Applicable Law.

7 Custodian's restrictions

7.1 Only Plan-authorized Investments

The Custodian invests the Custodial Account's money, property, and rights using only the Plan's Investment Alternatives.

7.1.1 Money Market or Equivalent Account

In order to receive discounted custodial pricing, AdvisorTrust may require the Plan to use an AdvisorTrust designated money market or equivalent option and not include a competing product.

7.1.2 403(b) Investment Alternatives

If the Custodial Account is held for a Plan described in IRC § 403(b), the Custodian need not, even if the Plan specifies it as an Investment Alternative, invest in a Fund's Shares if the Shares are not regulated investment company stock within the meaning of IRC § 403(b)(7) or permitted interests in an IRC § 403(b)(9) retirement income account, and need not invest in a Self-Directed Brokerage Account unless the Securities Account restricts its holdings to regulated investment company stock within the meaning of IRC § 403(b)(7).

7.2 Distributions

The Custodian pays a distribution only on the Administrator's Direction, an order of a court that has jurisdiction binding the Custodian, or an IRS levy that commands the Custodian.

8 Accounts and reporting

8.1 Accounting and reporting

The Custodian accounts and reports as required by Applicable Law.

8.2 No accrual accounting

The Custodian will neither make nor keep any record of a contribution receivable, distribution payable, or any accrual.

8.3 Valuation

For a value of a Fund's Share, the Custodian may rely on the value reported by the Fund, the Fund's agent, or a clearing system in which the Fund or its agent participates. For Employer Securities, the Custodian may rely on the value you report, or your Employer Securities Fund's Custodian (if not AdvisorTrust) reports. For a Self-Directed Brokerage Account, the Custodian may rely on the values the account's broker-dealer reports. For a fixed-interest or stable-value contract that is not a collective trust Fund, the Custodian may rely on the values the insurer or bank reports to the Recordkeeper.

8.4 Effect of account statements and reports

Each account statement or report the Custodian furnishes is a legally significant statement of the Custodial Account's accounts (including Fees). For each statement or report, if, by 60 days after the statement or report was sent, you have not delivered to the Custodian your written objection about the accuracy of the statement or report (or an objection is withdrawn or an account is adjusted to your satisfaction), the Custodian is not responsible for any error you could have discovered by promptly and carefully reading the reports. Likewise, the Custodian is not responsible for any error you could have objected to had you required Individuals to promptly and carefully read one's statement and to promptly object to any perceived error.

8.5 Account by Form 5500 Report or Tax Return

You are deemed to assent to the truth and correctness of any information stated by or included as part of a Form 5500 Report or Tax Return which you signed or adopted.

8.6 Your responsibility

The Custodian is not responsible for errors, added costs, or delays that result from information you furnish that is inaccurate; untimely; or not in the form, or for the period, or with the frequency the Custodian or the Recordkeeper specified.

9 Records, privacy, and information-sharing

9.1 Custodian's records

The Custodian may receive, collect, make, and keep records as the Custodian needs to perform this Agreement. Nothing in this Agreement excuses or relieves you from your responsibility to make and keep the Plan's records. Nothing in this Agreement allocates or delegates to AdvisorTrust or any Affiliate, your, an Administrator's, a participating employer's, or any Affiliated Employer's responsibility to keep records.

9.2 Privacy notice and procedures

The Custodian will obey Federal and State privacy laws that apply to the Custodian. You confirm you received the Custodian's privacy notice.

9.3 Information-sharing

The Custodian may share data and information to the same extent and under the same conditions that your Service Agreement provides for the Recordkeeper. Or, if your Service Agreement is more restrictive, the Custodian may share data and information as set forth below:

AdvisorTrust may share data and information – including Nonpublic Personal Information about Individuals, including a Plan's Participants (including an employee who has no account but is eligible to make an elective deferral or be credited with an employer-provided contribution), a participating employer's employees who might become eligible as a Participant and about the Plan's Beneficiaries and Alternate Payees – with a Service Provider (including a bank, trust company, Investment Adviser, securities broker-dealer, or insurance agency) if AdvisorTrust reasonably believes the Service Provider provides services to the Plan and the Service Provider has delivered to AdvisorTrust or an Affiliate a written agreement under which the Service Provider obligates itself to: use the information only to provide services to or regarding the Plan; not sell Nonpublic Personal Information about Individuals; not keep, use, or disclose the information other than as appropriate to provide the services; obey Federal and State privacy laws as they apply to AdvisorTrust or its Affiliate; and maintain security controls, compliance procedures, supervision procedures, and training sufficient to meet those obligations.

Further, AdvisorTrust may share information with a Service Provider's service provider if the Service Provider confirmed to AdvisorTrust or its Affiliate that the service provider is bound by written obligations no less than those required of the Service Provider.

AdvisorTrust and its Affiliates may presume a Service Provider provides a service to or regarding the Plan if: (i) you so instruct AdvisorTrust or an Affiliate; (ii) you, a Directing Person, or the Service Provider furnishes a copy of an agreement that shows the service to or regarding the Plan; (iii) the Plan's most recently filed Form 5500 Report names the Person as a Service Provider or as having received, even indirectly, compensation regarding the Plan; or (iv) there

is other written information that makes it Prudent for AdvisorTrust to believe that the Service Provider provides a service to or regarding the Plan.

9.4 Records inspection

During the term of this Agreement and for one year after this Agreement ends, you (and an independent qualified public accountant you engaged, if any) may inspect the Custodian's records regarding the Plan at the Custodian's principal office on Business Days during normal business hours.

10 Custodian's compensation

10.1 Fees

Custodian's Fees are as stated by the Fee Schedule, and [Schedule of AdvisorTrust Ancillary Services \(as applicable and amended from time to time\)](#). If a Fee is sixty (60) days past-due, AdvisorTrust and/or its Affiliate may collect the past-due amount owed by collecting it from Participants', Beneficiaries', and Alternate Payees' Plan accounts or as otherwise authorized in the Service Agreement.

Some Funds charge a redemption fee if a redemption is made within a specified period following a purchase of Fund Shares. This is a fee a Fund, not AdvisorTrust or its Affiliates, charge. Redemption fees are disclosed in a Fund's prospectus or other document. A redemption of Fund Shares to pay a Fee under this Agreement could incur a Fund's redemption fee.

10.2 Float Compensation

AdvisorTrust may keep any number of bank accounts and Securities Accounts to receive and hold for a reasonable time:

- contributions to be invested;
- amounts redeemed for investment in another Plan Investment Alternative; or
- amounts redeemed to pay a distribution, Fee, expense, or other payment you Instruct.

To the extent AdvisorTrust trades directly through the National Securities Clearing Corporation (NSCC) it may receive float compensation. AdvisorTrust may credit amounts to any such account, which may commingle the Plan's amounts with amounts of other retirement plans and amounts held for contribution to or investment under insurance contracts or securities unrelated to retirement plans. Likewise, AdvisorTrust may instruct any Fund, transfer agent, bank, broker-dealer, or insurer to make any payment payable for credit to a Processing Account.

The expenses, including bank or broker-dealer fees and charges, of any account are the personal obligations of the Person that keeps the account, and are not charged against the Plan. The income (if any) from Processing Accounts is additional Compensation to AdvisorTrust or the Person that keeps the account. However, the preceding sentence will not apply to the extent that a Processing Account holds an amount longer than the time provided below.

For a Plan contribution or Loan repayment, generally AdvisorTrust will not hold an amount in a Processing Account longer than three Business Days after your payment or after your Instruction is complete, whichever is later, unless you request in writing that AdvisorTrust hold an amount for a longer time. If AdvisorTrust has received your payment but your Instruction is insufficient, AdvisorTrust will inform you of your insufficient Instruction promptly and by three Business Days after AdvisorTrust receives it.

For a Plan investment Direction that transfers an amount from one Plan Investment Alternative to another, AdvisorTrust will not hold an amount in a Processing Account longer than three Business Days after AdvisorTrust has received both the redemption proceeds or payment and a proper Direction that is in Good Order. The preceding sentence does not change AdvisorTrust's obligation to credit a transfer (other than a transfer to or from a Securities Account) the same Business Day that AdvisorTrust received your (including an Individual's) proper Instruction.

For a Plan distribution or a payment to an investment about which AdvisorTrust does not provide services, AdvisorTrust or its payer keeps the earnings on uncollected payments. Generally, AdvisorTrust's payer will mail checks by three Business Days after the redemption of Plan Investments. Neither AdvisorTrust, Advisor Trust's

Affiliate, or the payer control the Float Compensation because a payee and his or her bank decide when to present a check for collection. Earnings inure to the payer from the time that the proceeds of a Plan investment redemption is deposited to the time that the payee's bank collects payment. At least once a year, the payer cancels uncollected checks and returns those amounts to the Plan's trust. AdvisorTrust will invest those amounts under the investment you specified for otherwise uninstructed amounts.

For each of these three kinds of Float Compensation, AdvisorTrust, Advisor Trust's Affiliate, or the payer, generally gets money-market or similar short-term investment returns.

10.3 Internal compensation

You do not object to compensation between the Recordkeeper and the Custodian, including indemnity the Recordkeeper might provide to the Custodian from the Recordkeeper's personal resources (not from the Plan's, its Trust's, or the Custodial Account's assets).

10.4 Indirect Compensation

The Custodian may receive Indirect Compensation. This may include Demand-Deposit-Account Compensation, Float Compensation, the allowance for investment-processing errors, the goodwill obtained by sharing information with Service Providers, and any other Compensation you approve.

In order to appropriately credit the accounts of Plan participants invested in funds that pay fund fees and funds whose affiliates pay revenue sharing payments, the Custodian shall collect all such revenue sharing payments from all sources for all plans and process payment of all such amounts, less a 10% collection and processing fee, to a bookkeeping account maintained by the Recordkeeper unless the Custodian discloses otherwise. Such bookkeeping account will receive and track revenue sharing payments from all sources for all plans on the Recordkeeper platform since such revenue may come from multiple sources so as to avoid any potential fiduciary concerns. The Custodian does not maintain a separate account at the trust or segregate any portion of the revenue sharing payments for the benefit of any plan. To the extent the Custodian receives revenue sharing payments attributable to the Plan after the Plan terminates or deconverts, the Custodian may retain such amount as additional compensation.

10.4.1 Investment Processing

The parties understand that errors happen in processing a retirement plan's transactions. It is AdvisorTrust's policy that utmost care be taken in the handling and execution of trade orders and other transactions. However, errors may occur, including:

- orders in amounts in excess of, or less than, the amount AdvisorTrust was Instructed to trade;
- orders to sell or redeem an Investment when it should have been purchased;
- orders to purchase an Investment when it should have been sold or redeemed;
- orders for the wrong Investment; or
- orders contrary to investment restrictions, limitations, or investment policies.

In correcting errors, the following principles apply:

- For a single error caused by a Person other than AdvisorTrust, AdvisorTrust may seek reimbursement or monetary compensation from the service provider or other Person that caused the error, in an effort to minimize any loss. In determining the appropriate action to be taken, AdvisorTrust may take into account the limitations placed upon its staff and other resources in connection with providing services to the affected plans on an ongoing basis, as well as other operating responsibilities. The determination of the action, if any, to be taken in connection with any such error may be made on a case-by-case basis.
- For any single error caused by AdvisorTrust that results in a loss, AdvisorTrust will generally attempt to correct such error and to place the Plan in the same position as it would have been in but for the error. AdvisorTrust will bear the costs, expenses, or losses associated with such an error.
- For any single error caused by AdvisorTrust that results in a gain, AdvisorTrust will generally retain such gains as a component of AdvisorTrust's compensation for transaction processing services, including AdvisorTrust's agreement to make the Plan whole for any losses associated with AdvisorTrust's errors.

- For multiple errors caused by AdvisorTrust that result in a mix of losses and gains to the Plan, AdvisorTrust will generally attempt to correct such errors and to put the Plan in the same position as it would have been in but for the errors. In correcting such errors, AdvisorTrust may net any gains against the costs, expenses, and other losses of correcting the errors and losses to the Plan. To the extent that any such costs, expenses, and losses exceed any such gains, AdvisorTrust bears the excess costs, expenses, and losses associated with the error correction. However, AdvisorTrust will not net gains against the costs and expenses of correcting the errors and losses across multiple plans.

These principles provide general guidance. Exceptions may be warranted in particular circumstances.

10.5 AdvisorTrust’s Compensation under another agreement.

Nothing in this Agreement impairs AdvisorTrust’s or an Affiliate’s Compensation under another agreement, including, for example, an Automatic-Rollover agreement or a Fiduciary-Outsourcing agreement.

10.6 Others’ compensation

Nothing in this Agreement impairs another Person’s Compensation under any other agreement or arrangement.

10.7 This Agreement confirms the Custodian’s disclosures

By adopting this Agreement, you confirm that:

- you received the information described in this Agreement and the separate writings it refers to;
- you understand the information; and
- you approve the Custodian’s Compensation.

11 General provisions

11.1 Assignment

You cannot assign any of your rights. You cannot delegate any performance of any of your obligations. (You may make a separate *Fiduciary Outsourcing* agreement with AdvisorTrust, Inc.). Your purported assignment of rights or delegation of performance is void.

The Custodian may—without your consent, but only after 60 days’ written notice to you—assign this Agreement to a Bank that is organized and doing business under the Laws of the United States or of any State and, to the extent needed for this Agreement, authorized under such Laws to exercise fiduciary powers. The preceding sentence does not limit any other right the Custodian has under this Agreement, including under the Law that governs this Agreement.

11.2 Changing this Agreement

The parties may change this Agreement, but only by a writing signed or adopted by you, for yourself and as the Plan’s representative, and the Custodian.

Only the Custodian’s president, chief executive officer, chief trust officer, or chief legal officer may bind the Custodian.

11.2.1 Implied-assent changes

If the Custodian or its agent (which may include the Recordkeeper) sends you written notice of a change and you do not within 60 days send the Custodian written notice that you reject the change, you adopt the change.

11.3 Collective trust Funds

If a collective trust Fund is an Investment Alternative under the Plan, you Covenant that you, as the Plan’s Fiduciary, adopt the collective trust’s governing documents as a part of the Trust.

11.4 Course of dealing or performance cannot change this Agreement

In addition to ¶ 11.7 [“Entire Agreement” at page 11], the parties intend also that this Agreement not be supplemented, explained, construed, or interpreted by any evidence of a course of dealing or a course of performance. A course of

dealing or course of performance cannot change or discharge anything in this Agreement, or any right or obligation of any party. A failure to use or assert a right is not a waiver of any right.

11.5 Disruptive traders

The Custodian can provide this Agreement's services only with the cooperation of the Funds. You recognize that the Funds may require the Custodian to use procedures to detect Disruptive Traders. Except as you otherwise specify in your written Instruction delivered to the Custodian, the Plan and you impose no restriction about the frequency, interval, or timing of Individuals' Directions beyond those required by the Funds. To the extent consistent with Applicable Law, the Custodian need not disclose to a Participant, Beneficiary, or Alternate Payee (or agent of any of them) the procedures for detecting Disruptive Traders.

11.6 Electronic communications

The Custodian may use electronic means to the extent permitted by Applicable Law, including the Electronic Signatures in Global and National Commerce Act (unofficially compiled as 15 U.S.C. §§ 7001-7006) and ERISA §§ 104-107, which the Custodian may interpret following ERISA rules, including 29 C.F.R. § 2520.104b-1(c)(2)(ii) and § 2520.107-1, and, if adopted, the rule that would become 29 C.F.R. § 2520.104b-31, and the U.S. Labor department's subrule guidance, including the Employee Benefits Security Administration's Field Assistance Bulletin No. 2006-03 [Dec. 20, 2006] and Technical Release 2011-03 [Sept. 13, 2011].

If ERISA does not govern the Plan, you authorize using electronic communications to the extent that ERISA would allow if ERISA governed the Plan.

11.7 Entire Agreement

The parties intend that this Agreement (including the Application or other onboarding documentation, and other documents made a part of this Agreement) state the complete, exclusive, and fully integrated statement of their agreement. This Agreement states all understandings, and supersedes everything any party (or its agent) said or wrote before adopting this Agreement.

11.8 Exclusive purpose, exclusive benefit

If ERISA governs the Plan, the Custodial Account is, consistent with ERISA § 403(c), for the exclusive purposes of defraying reasonable expenses of administering the Plan and providing benefits to Participants, Beneficiaries, and Alternate Payees. If the Plan is intended as a plan described in IRC § 401(a), the Custodial Account is, consistent with IRC § 401(a)(2), for the exclusive benefit of the Plan's Participants, Beneficiaries, and Alternate Payees. If the Plan is intended as an eligible deferred compensation plan described in IRC § 457(b) of a governmental employer described in IRC § 457(e)(1)(A), the Custodial Account is, consistent with IRC § 457(g)(1), for the exclusive benefit of the Plan's Participants, Beneficiaries, and Alternate Payees. If the Plan is intended as one described in IRC § 403(b), the Custodial Account's assets cannot be used for, or diverted to, purposes other than for the exclusive benefit of the Plan's Participants, Beneficiaries, and Alternate Payees.

11.9 Exclusive venue and forum

If any party brings or maintains an action, suit, claim, or proceeding—whether in contract, tort, equity, or otherwise—to which another party is or becomes a party or regarding the Plan or the Custodial Account, each party must proceed (except as ¶ 11.20.1 ["Appointing another custodian" at page 13] permits) only in the Federal court for the Eastern District of Pennsylvania sitting in Philadelphia or, for a proceeding for which Federal courts lack jurisdiction, the Pennsylvania courts for and sitting in the County and City of Philadelphia. Each party submits to and consents to exclusive jurisdiction and exclusive venue in that court and forum. We intend this choice of forum despite this Agreement's choice of governing Law [¶ 11.11].

11.10 Fiduciary outsourcing

To the extent your separate agreement with AdvisorTrust provides a service for what otherwise would be your responsibility as the Plan's Administrator, AdvisorTrust may perform the functions provided under that separate agreement, even if doing so means AdvisorTrust, as a Service Provider Directs, AdvisorTrust as the Custodian.

11.11 Governing Law

Except as preempted or otherwise provided by Federal Law, the internal Laws of the State of South Dakota (without giving effect to its conflicts-of-law principles) govern all matters arising out of or relating to validity, construction, interpretation, performance, and enforcement (including choice of statute-of-limitations and statute-of-repose periods)

of this Agreement; and all matters, including torts and privacy, arising out of or relating to our Agreement; and all remedies for a breach of this Agreement and for all matters arising out of or relating to this Agreement.

However, the preceding sentence does not control whether your Direction obeys the Plan or is Prudent. Whether your Direction obeys the Plan is determined under the Law that governs the Plan. Whether your Direction is Prudent is determined under this Agreement's defined term for "Prudence" and "Prudent" and the Law that governs the Plan.

11.12 Impracticability

A force majeure event means any act or event, whether unforeseen or foreseen, that meets all these tests:

- (1) The act or event prevents a party (the "nonperforming party"), in whole or in part, from (i) performing the party's obligation or (ii) satisfying a condition to another party's obligation
- (2) The act or event is beyond the reasonable control of, and is not the fault of, the nonperforming party.
- (3) Despite commercially reasonable due diligence, the nonperforming party has not avoided or overcome the act or event.

A force majeure event excludes a mere lack of money or economic hardship.

If a force majeure event occurs, a nonperforming party is excused from (i) whatever performance is prevented by the force majeure event to the extent prevented; and (ii) satisfying whatever condition (other than a condition to furnish necessary information) to another party's performance the nonperforming party cannot satisfy, to the extent the condition cannot be satisfied.

Despite the preceding sentence, a force majeure event does not excuse you from your payment obligation, and does not excuse the Plan from the Plan's payment obligation.

When a nonperforming party can (i) resume performance of its obligation, or (ii) satisfy a condition to another party's obligation, the nonperforming party will promptly give the other parties written notice of the relevant facts, and will resume performance promptly after the notice is delivered.

11.13 Investment-advice services

Nothing in this Agreement precludes your use, or a Directing Person's use, of an Affiliate's investment-management or investment-advisory service.

11.14 Means of performance

Nothing in this Agreement restricts or restrains the Custodian's right to use Affiliates, subcontractors, suppliers, and agents to perform services. Except as delegated or allocated under this Agreement, the Custodian remains responsible for the Custodian's obligations under this Agreement.

11.15 Nondepository

AdvisorTrust is a nondepository trust company. Every interest under a Money-Market Fund, Money-Market Account, demand-deposit account, or similar arrangement is an obligation of a Person other than, and unaffiliated with, AdvisorTrust. AdvisorTrust does not guarantee or assure the financial condition of any Person. AdvisorTrust is not responsible for the accuracy or completeness of any financial information about any other Person.

11.16 Notice

To be effective, a notice given or delivered under this Agreement must be in writing, and is deemed given if delivered personally (including a signed-for delivery made by a courier), or by registered or certified mail, to the party at its address recited in your Application or other onboarding documentation, or specified by notice. Any such notice is deemed given when actually received or signed for. But a receipt showing that delivery was refused is deemed actual delivery. Electronic delivery of notice will be effective to the extent permitted by Part 11.6 of this Agreement.

11.17 References

The Custodian describes its services to others that might engage the Custodian's services. The Custodian may refer to the fact that you are or were a recipient of the Custodian's services, and in that reference may describe generally the kind of retirement plan for which the Custodian provides or provided services for you. The Custodian will not reveal confidential information. You may revoke this permission on written notice to the Custodian.

11.18 Service of process

The Custodian has no authority to accept service of legal process on the Plan or on you. You will do nothing to suggest the Custodian has any such authority.

11.19 Successors

This Agreement binds and benefits each party and each party's successors. This Agreement binds and benefits AdvisorTrust's assignee.

11.20 Term

This Agreement remains in effect until ended according to any of the next six sentences.

- (1) You (or the Plan) may end this Agreement on 30 days' written notice to the Custodian.
- (2) The Custodian may end this Agreement on 60 days' written notice to you.
- (3) This Agreement ends when the Plan is merged into, or consolidated with, another retirement plan.
- (4) This Agreement ends when the Plan ends.
- (5) This Agreement ends when the Plan lacks a duly appointed and currently serving Administrator.
- (6) This Agreement ends when your Service Agreement with the Recordkeeper ends.

An end of this Agreement is subject to all Fees the Service Agreement provides.

Following the end of this Agreement, no party has any continuing obligation concerning this Agreement, except as expressly stated by this Agreement.

11.20.1 Appointing another custodian

Whenever this Agreement ends (even if the Custodian ends it), you must name another custodian or a trustee that is eligible to serve regarding the Plan and the Custodial Account, and is, to the extent the Plan requires (including for an IRC § 403(b)(7) Custodial Account), a Bank; and you must give the Custodian written Instructions that are sufficient to enable the Custodian to deliver all Custodial Account assets to the other custodian or trustee.

If you do not name another custodian or trustee (or not all conditions of the preceding paragraph are met), the Custodian may:

- deliver the Custodial Account's assets to you and make you a trustee or custodian (unless the Custodian knows ERISA § 411 makes you ineligible to serve, or the Custodial Account is described in IRC § 403(b)(7) and you are not a Bank); or
- petition (at the Custodial Account's expense) a court for the court's appointment of another custodian or a trustee.

To seek a court's appointment of another custodian or a trustee, the Custodian may proceed in any court of South Dakota, and you and the Plan each submits to and consents to jurisdiction and venue in that court and forum. Also, the Custodian has all rights and protections provided in S.D. Codified Laws § 21-22-12.

11.20.2 No distribution of individual custodial accounts

Despite anything in or under § 110 of division O (the "Setting Every Community Up for Retirement Enhancement Act of 2019") of the *Further Consolidated Appropriations Act, 2020* that might permit a different arrangement, the Custodian has no obligation to serve after the Plan ends or when the Plan lacks a duly appointed and currently serving Administrator. In either circumstance, the Custodian may use its rights under ¶ 11.20.1.

11.21 Transaction not in Good Order

For any transaction, the Custodian may delay or reject a transaction not in Good Order.

11.22 Unclaimed property

If a payment is returned to the Custodian or otherwise is uncollected, the Custodian may discontinue further payments to the payee until the Custodian has received in Good Order your further Instructions. The Custodian need not notify you on each uncollected payment, and need furnish only periodic (but no less often than once each Year) reports.

11.23 Waiver of jury trial

Each party knowingly, voluntarily, deliberately, and intentionally waives its right to a trial by jury for any proceeding arising out of or relating to this Agreement, any transaction this Agreement contemplates, and any tort relating to this Agreement or anything done regarding this Agreement. A waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise. A party's waiver binds its successors and assignees.

12 Remedies

12.1 AdvisorTrust's indemnity

AdvisorTrust [the "indemnitor"] will indemnify you and the Plan, and your shareholder, member, partner, director, manager, officer, employee, and agent (but not a Participant, Beneficiary, or Alternate Payee as a Participant, Beneficiary, or Alternate Payee) [each an "indemnitee"] from and against the indemnitee's actual loss that results from liability to a third person, net of the indemnitee's actual recovery under insurance contracts other than a contract wholly purchased by the indemnitee personally, and net of the Plan's actual recovery against a Fiduciary or Service Provider ["indemnified expense"], to the extent that the indemnitee's indemnified expense results from AdvisorTrust's breach of this Agreement (including AdvisorTrust's breach of a Covenant stated by this Agreement) that results from AdvisorTrust's gross negligence or willful and wanton misconduct, but excluding AdvisorTrust's breach resolved under ¶ 10.4.1 ["Investment Processing" at page 9], and not from your breach of this Agreement (including your breach of a Covenant stated by this Agreement). An indemnitee must furnish reasonably prompt notice of a claim that is, or that a reasonable Person would anticipate could become, a subject of the indemnitor's obligation. For anything that is a subject of AdvisorTrust's obligation under this provision, AdvisorTrust has the right to pursue an indemnitee's rights and remedies against any other Person, and has the right (but no obligation) to defend a proceeding and pursue each indemnitee's rights, including administrative, judicial, and due-process rights.

AdvisorTrust [the "indemnitor"] will indemnify you and the Plan, and your shareholder, member, partner, director, manager, officer, employee, and agent (but not a Participant, Beneficiary, or Alternate Payee as a Participant, Beneficiary, or Alternate Payee) [each an "indemnitee"] from and against the indemnitee's payment of a civil penalty under ERISA § 502 that was finally and properly assessed against the indemnitee and the indemnitee's payment of a civil penalty (but not any tax) under the Internal Revenue Code that was finally and properly assessed against the indemnitee, net of the indemnitee's actual recovery under insurance contracts other than a contract wholly purchased by the indemnitee personally, and net of the Plan's actual recovery against a Fiduciary or Service Provider ["indemnified expense"], to the extent that the indemnitee's indemnified expense results from AdvisorTrust's breach of this Agreement (including AdvisorTrust's breach of a Covenant stated by this Agreement) that results from AdvisorTrust's gross negligence or willful and wanton misconduct, but excluding AdvisorTrust's breach resolved under ¶ 10.4.1 ["Investment Processing" at page 9], and not from your breach of this Agreement (including your breach of a Covenant stated by this Agreement). An indemnitee must furnish reasonably prompt notice of a claim that is, or that a reasonable Person would anticipate could become, a subject of the indemnitor's obligation. For anything that is a subject of AdvisorTrust's obligation under this provision, AdvisorTrust has the right to pursue an indemnitee's rights and remedies against any other Person, and has the right (but no obligation) to defend a proceeding and pursue each indemnitee's rights, including administrative, judicial, and due-process rights.

12.2 Your indemnity

You and, to the extent not precluded by ERISA § 410(a) (or in the case of a Plan not subject to ERISA, applicable State law), the Plan and its Trusts [each an "indemnitor"] will hold harmless, defend, exonerate, and indemnify (including advancing expenses) AdvisorTrust, its Affiliates, and every shareholder, member, partner, director, manager, officer, employee, and agent of AdvisorTrust or an Affiliate [each an "indemnitee"] from and against the indemnitee's loss, liability, damage, and expense (including reasonably incurred fees of lawyers, accountants, and their assistants, and costs of investigation, litigation, settlement, and judgment), net of the indemnitee's actual recovery under insurance contracts other than a contract purchased by the indemnitee personally ["indemnified expense"], to the extent that the indemnitee's indemnified expense arises from your breach of this Agreement (including your breach of a Covenant stated by this Agreement) and not from AdvisorTrust's breach of this Agreement (including AdvisorTrust's breach of a Covenant stated by this Agreement). An indemnitee must furnish reasonably prompt notice of a claim that is, or that a reasonable Person would anticipate could become, a subject of the indemnitor's obligation.

For anything that is a subject of your or the Plan's obligation under this Part, you have or the Plan has the right to pursue an indemnitee's rights and remedies against any other Person.

12.3 AdvisorTrust's indemnity is your exclusive remedy

Provision 12.1 is AdvisorTrust's entire liability and obligation, and your and the Plan's sole and exclusive remedy, for AdvisorTrust's breach of this Agreement (including AdvisorTrust's breach of a Covenant stated by this Agreement).

12.4 No consequential or indirect damages

Except as ¶ 12.1 provides, **AdvisorTrust is not liable to the Plan, you, or any third person for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost revenues, lost profits, or diminution in value arising out of, in connection with, or relating to any breach of this Agreement, regardless of whether such damages were foreseeable, even if AdvisorTrust knew of the possibility of such damages, and for every kind of legal or equitable claim, including contract, tort, and other claims.**

12.5 Reasonable allocation of risk

The parties agree that this Part's provisions and this Agreement as a whole reasonably allocate risk between the parties. You and the Plan made this Agreement recognizing its limitations of liability, which form an essential basis of the bargain between the parties.

12.6 These provisions survive the end of this Agreement

This Part's provisions survive the expiration or termination of this Agreement.

13 Definitions and specially-used words and phrases

Whenever used in this Agreement, each of the following terms has the meaning stated or provided by this Part.

13.1 "Administrator"

Has the meaning ERISA § 3(16)(A) provides for the word *administrator* or, if ERISA does not govern the Plan, a similar role under Applicable Law or the Plan.

13.2 "AdvisorTrust"

Means AdvisorTrust, Inc., a South Dakota trust company.

13.3 "Affiliate"

Means a Person other than AdvisorTrust that, directly or indirectly:

- controls, is controlled by, or is under common control;
- has a relationship described by Investment Advisers Act § 202(a)(17);
- is part of a controlled group or combined group as defined IRC § 1563(a)(1)-(3);
- is part of a group that IRC § 414(b) or IRC § 414(c) treats as one employer; or
- has any relationship described by ERISA § 3(14)(E)-(I);

with, regarding, or concerning AdvisorTrust (or, if a related agreement uses this definition, the agreement's party that is other than you or the Plan).

13.4 "Affiliated Employer"

Means a Person, trade, or business that under IRC § 414 is treated as a part of an employer that includes any participating employer.

13.5 "Agreement"

Means, if not modified by the word "Trust" or a word other than "Service", the agreement stated by this document, including its Schedules, and everything made a part of this Agreement.

13.6 “Alternate Payee”

Has the meaning given by ERISA § 206(d)(3)(K) or the meaning ERISA § 206(d)(3)(K) would provide if part 2 of subtitle B of title I of ERISA governed the Plan.

13.7 “Applicable Law”

Means Federal Law or State Law if that Law governs the party’s obligation under this Agreement or your duty concerning the Plan or its trust.

13.8 “Beneficiary”

Has the meaning given by ERISA § 3(8) or the meaning ERISA § 3(8) would provide if ERISA governed the Plan. But a Beneficiary excludes a Participant or an Alternate Payee.

13.9 “Business Day”

Means a day on which the New York Stock Exchange is open for regular trading.

13.10 “Claim”

Has the meaning given by ERISA § 503 or the meaning ERISA § 503 would provide if ERISA governed the Plan.

13.11 “Compensation”

Means receiving a payment of money; a right, even if conditional, and whether direct or indirect, to obtain a payment money; or receiving, directly or indirectly, anything of value without prompt reimbursement for the actual expense or fair-market value of each good, service, or other thing of value provided.

13.12 “Covenant”

Means a representation, warranty, and promise concerning the making of this Agreement, or relating to an obligation or condition under this Agreement, each of which continues, with a further obligation to furnish any information that, if not furnished, could make the Covenant inaccurate, incomplete, or misleading.

13.13 “Custodian”

Means a bank, trust company, or broker-dealer that serves as a custodian of an account described as a custodial account in IRC § 401(f), IRC § 403(b), or 26 C.F.R. § 1.457-8(a)(3)(ii), or of an account held for a Trustee.

13.14 “Default Investment Alternative”

Means the particular Fund Shares or other Platform Investment you specify to the Recordkeeper and AdvisorTrust as your Instruction on how to invest amounts that lack a Directing Person’s investment Direction.

A Default Investment Alternative may (but need not) be a Qualified Default Investment Alternative.

13.15 “Designated Investment Alternative”

Means a Fund’s Shares or another Investment that you, an Investment Manager, or another Fiduciary (or, if the Plan has no Fiduciary, the Plan Sponsor) identified as an Investment Alternative and intends as a *designated investment alternative* within the meaning of ERISA’s rules or, if ERISA does not govern the Plan, similarly intends as a choice for participant-directed investment.

13.16 “Direct Compensation”

Means a Fee received directly from the Plan or directly from you or a participating employer.

13.17 “Directing Person”

Means a Person—which may include a Participant, Beneficiary, or Alternate Payee—who or that has a right, duty, or obligation to decide whether to make or accept a contribution, or to give a Direction, including an investment Direction, under or regarding the Plan.

13.18 “Direction”, “Direct”, “Directed”

Means a written instruction or direction made or adopted by a Directing Person. “Direct” used as a verb refers to act of making or adopting a Direction. “Directed” used as an adjective refers to a Person who or that must act according to another Person’s Direction.

13.19 “Disclosure Brochure”

Means a document an Investment Adviser uses to meet requirements of 17 C.F.R. § 275.204-3, 17 C.F.R. § 279.1 [Part 2 of the SEC’s Form ADV], or similar Law.

13.20 “Disruptive Trader”

Refers to a Directing Person that a Fund or its agent has found engages in market-timing, frequent, or other trading in Fund Shares that is, or, if not deterred, could be, harmful to a Fund.

13.21 “Domestic-Relations Order”

Has the meaning ERISA § 206(d)(3)(B)(ii) provides for a *domestic relations order* or the meaning ERISA § 206(d)(3)(B)(ii) would provide if part 2 of subtitle B of title I of ERISA governed the Plan.

13.22 “Eastern Time”

Means, consistent with 15 U.S.C. §§ 260-267, the standard time in the United States’ eastern time zone (49 C.F.R. § 71.4) and, if there is a variation within that zone, the time in Pennsylvania and, if there is a variation within Pennsylvania, the time in Pennsylvania’s City of Philadelphia.

13.23 “Employer Securities”

Has the meaning provided by ERISA § 407(d)(4)-(5).

13.24 “Employer Securities Fund”

Means a Plan subtrust designed to invest primarily, but not exclusively, in Employer Securities, and to express Individuals’ proportionate interests as shares or units of the subtrust.

13.25 “ERISA”

Means titles I, III, and IV of the *Employee Retirement Income Security Act of 1974* (U.S. Public Law 93-406). ERISA is unofficially compiled as 29 U.S.C. §§ 1001-1461.

13.26 “Federal Law”

Means Law other than State Law of the United States of America.

13.27 “Fee”

Refers to a fee or charge shown on the Fee Schedule.

13.28 “Fee Schedule”

Refers to the Schedule so captioned.

13.29 “Fiduciary”

Means, when used as a noun, a Person who or that is a *fiduciary* within the meaning of ERISA § 3(21) or, if ERISA does not govern the Plan, a Person who or that is under Applicable Law a trustee, agent, or other fiduciary of the Plan or of the Plan’s trust or trust substitute (including a custodial account or an annuity contract).

And refers, when used as an adjective, to the responsibility, duty, or obligation the Fiduciary has under ERISA or Applicable Law.

13.30 “FINRA”

Refers to Financial Industry Regulatory Authority, Inc. and FINRA Regulation, Inc.

13.31 “Float Compensation”

Means the Compensation described in ¶ 10.2 [“Float Compensation” at page 8].

13.32 “Form 5500 Report”

Means a report you file to comply with ERISA § 103, an information return you file to comply with IRC § 6058, or a report and return that meets both commands.

13.33 “404a-5 Rule”

Means 29 C.F.R. § 2550.404a-5 (*Fiduciary requirements for disclosure in participant-directed individual account plans*).

13.34 “Fund”

Means a particular registered investment company or series or portfolio of a registered investment company (whether or not Shares are redeemable), a collective investment fund, or a group trust that operates as an investment fund.

13.35 “Fund Indirect Compensation”

Means Indirect Compensation (including a 12b-1 fee, shareholder-services fee, subtransfer fee, revenue-sharing, or other fee) a Fund or a Fund’s service provider (including a Fund’s trustee, investment manager, Investment Adviser, underwriter, distributor, custodian, or transfer agent) pays AdvisorTrust, the Recordkeeper, or an Affiliate for services regarding your Plan’s transactions involving the Fund’s Shares.

13.36 “Good Faith”

Means, for you, honesty in fact, awareness of the Plan’s provisions, and seeking advice when a Prudent Person in similar circumstances would seek advice. Further, Good Faith includes, to the extent that Applicable Law or the Plan or its trust requires you to act as a Fiduciary regarding the Plan or its trust, a Prudent effort to observe Fiduciary duties and principles.

Means, for AdvisorTrust (or, if a related agreement uses this definition, another person to the extent the other person does not serve as a Fiduciary), honesty in fact, awareness of your Instructions, and seeking your Instruction when a Prudent Person in similar circumstances would seek the Administrator’s Instruction.

13.37 “Good Order”

Refers to a Direction, Instruction, or information that includes all information that is necessary to perform the service this Agreement requires, that is delivered by the means and in the form that the Recordkeeper or AdvisorTrust reasonably requires, and that is not internally inconsistent.

For information about contributions and Loan repayments, Good Order includes that the allocation data must reconcile with the contributions and Loan repayments remitted and with the Participants’ accounts as the Recordkeeper recorded them.

13.38 “Governing Documents”

Has the meaning, regarding the Plan, ERISA § 404(a)(1)(D) provides for “the documents and instruments governing the plan” or the meaning that phrase would provide if part 4 of subtitle B of title I of ERISA governed the Plan.

13.39 “Implied Assent”

Means your assent to AdvisorTrust’s proposed Instruction or other decision (including AdvisorTrust’s proposed amendment of this Agreement) implied by an absence of your communication (or AdvisorTrust not receiving your communication) in a requested form by a requested time.

For example, if AdvisorTrust in writing (including electronic means) requests your Instruction or other decision, specifies a reasonable due date for when your Instruction or other decision is needed, describes which Instruction or other decision is presumed if AdvisorTrust does not receive your response by the due date, AdvisorTrust may rely on your Implied Assent to the described default Instruction or other decision.

13.40 “Independent Plan Fiduciary”

Means only you or another Fiduciary that or who is independent of the Recordkeeper, AdvisorTrust, and every Affiliate of either.

13.41 “Indirect Compensation”

Means Compensation other than Direct Compensation.

13.42 “Individual”

Means a Participant, Beneficiary, or Alternate Payee.

13.43 “Instruction”

Means your decision or direction—whether by express communication or by Implied Assent—about the management, operation, or administration of the Plan, or about the Recordkeeper’s or AdvisorTrust’s services.

13.44 “Internal Revenue Code” or “IRC”

Means the *Internal Revenue Code of 1986*. The Internal Revenue Code is unofficially compiled as title 26 of the United States Code.

13.45 “Investment”

Means money, a security, another right, or other property held for investment purposes and not held under a Processing Account or the Plan-Expenses Account or the bookkeeping account.

13.46 “Investment Adviser”

Refers to a Person that is an investment adviser within the meaning of the Investment Advisers Act.

13.47 “Investment Advisers Act”

Means the Federal *Investment Advisers Act of 1940*. The Investment Advisers Act is unofficially compiled as 15 U.S.C. §§ 80b-1 to 80b-21.

13.48 “Investment Alternative”

Means a Fund’s Shares or other Investment that you, an Investment Manager, or another Fiduciary (or, if the Plan has no Fiduciary, the Plan Sponsor) permit as an alternative available for participant-directed investment or, if ERISA does not govern the Plan, similarly permits as a choice for participant-directed investment.

13.49 “Investment Manager”

Has the meaning ERISA § 3(38) provides for the words *investment manager* or, if part 4 of subtitle B of title I of ERISA does not govern the Plan, a Person who or that has discretionary authority to manage, acquire, or dispose of a Plan asset.

13.50 “Law”

Means any statute, regulation, rule, decision, order, or other government action that has the effect of law of the United States of America or of its court or government agency, or, to the extent not preempted by Federal Law, of a State or any court or government agency of a State.

13.51 “Loan”

Means a loan of the kind 29 C.F.R. § 2550.408b-1(a)(3)(i) describes as a *participant loan* (even if that rule does not or could not apply regarding the Plan).

13.52 “Money-Market Fund”

Means a Fund that holds itself out as a money-market fund consistent with 17 C.F.R. § 270.2a-7, or that would be so described if the Fund were governed by the Investment Company Act of 1940.

13.53 “Money-Market Account”

Means an account (but not a Fund) that a bank (including a trust company) or broker-dealer describes as a money-market account.

13.54 “Natural Person”

Means a human being.

13.55 “New York Time”

Means, consistent with 15 U.S.C. §§ 260-265 and New York General Construction Law § 52, the time observed in the State and City of New York.

13.56 “Nonpublic Personal Information” or “NPI”

Has the meaning given by Gramm-Leach-Bliley Act [Public Law 106-102 (Nov. 12, 1999)] § 509(4) [113 Stat. 1443-1444 (1999)] (unofficially compiled as 15 U.S.C. § 6809(4)), applied by treating an Employee or Directing Person as a “consumer” and treating the Recordkeeper or AdvisorTrust as the “financial institution.”

13.57 “Organization”

Means a Person other than a Natural Person.

13.58 “Participant”

Has the meaning given by ERISA § 3(7) or the meaning ERISA § 3(7) would provide if ERISA governed the Plan.

13.59 “PCS”

Means PCS Retirement, LLC, or its wholly owned subsidiaries Aspire Financial Services, LLC and Rocky Mountain Employee Benefits, Inc., or such entity’s successor or assignee.

13.60 “Person”

Means a Natural Person, a corporation, a limited-liability company, an unincorporated association, a partnership, a joint venture, and anything that is a person within the meaning of ERISA § 3(9), IRC § 7701(a)(1), or Relevant Law.

13.61 “Plan”

Means the one retirement plan specified as the subject of this Agreement.

13.62 “Plan-Expenses Account”

Means an unallocated account to be used for Plan purposes you direct. Such an account is not for any Individual, and is not a forfeiture or suspense account, but an account you may use to receive amounts and invest for future payment or reimbursement of the Plan’s proper expenses.

Until you Instruct otherwise, the Trustee or Custodian will invest the Plan-Expenses Account (if available to and used by the Plan) under a Money-Market Account or similar account.

13.63 “Plan Sponsor”

Has the meaning ERISA § 3(16)(B) provides for the words *plan sponsor* or, if ERISA does not govern the Plan, refers to the employer that maintains the Plan.

13.64 “Plan Year”

Means, consistent with ERISA § 3(39), the period on which you report the Plan’s Form 5500 Report or, if neither ERISA nor IRC § 6058 requires a Form 5500 Report, the accounting year on which you keep the Plan’s records.

13.65 “Platform Investment”

Means an Investment that AdvisorTrust or your trustee or custodian can trade every Business Day with regular as-of pricing using only the omnibus clearing and trading arrangements AdvisorTrust (or the other trustee or custodian) regularly use for all retirement plans in the United States, and that otherwise is compatible with AdvisorTrust’s commercially reasonable business needs.

13.66 “Pooled-Employer Plan”

Has the meaning ERISA § 3(43) provides for the words *pooled employer plan*.

13.67 “Pooled-Plan Provider”

Has the meaning ERISA § 3(44) and IRC § 413(e)(3) provide for the words *pooled plan provider*.

13.68 “Pre-approved Document”

Has the meaning IRS Revenue Procedure 2017-41 (or a revised IRS procedure) gives for what that guidance calls a “pre-approved plan”.

13.69 “Processing Account”

Means a bank account or securities account maintained or used by the Recordkeeper or the Trustee or Custodian to handle amounts to be processed for a contribution, investment, reinvestment, distribution, or otherwise regarding the Plan and other retirement plans.

13.70 “Prudence” “Prudent”

Means the degree of prudence, diligence, skill, care, and caution that would be exercised under the circumstances then prevailing that a prudent Person acting in and familiar with the same role as that of the Person whose conduct is evaluated would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Agreement and Applicable Law.

For you, Prudence includes Fiduciary prudence.

For AdvisorTrust, Prudence is commercially reasonable business prudence in seeking to meet AdvisorTrust's obligation under this Agreement, and otherwise is no more than the ordinary care due absent a relationship.

For AdvisorTrust, Prudence is:

- for a Directed-Trustee Agreement, the prudence ERISA or Applicable Law, considering the limited scope and restrictions of the trusteeship, mandates;
- for a *Fiduciary Outsourcing* agreement, the prudence ERISA, considering the limited scope of the responsibility assumed, mandates;
- for a custodianship, the business prudence South Dakota Law, considering the agreement, mandates; and otherwise is no more than the ordinary care due absent a relationship.

13.71 “Qualified Default Investment Alternative”

Has the meaning 29 C.F.R. § 2550.404c-5 provides for a *qualified default investment alternative* or the meaning that rule would provide if part 4 of subtitle B of title I of ERISA governed the Plan.

13.72 “Qualified Domestic-Relations Order”, “QDRO”

Has the meaning ERISA § 206(d)(3)(B)(i) provides for a *qualified domestic relations order* or the meaning ERISA would provide if part 2 of subtitle B of title I of ERISA governed the Plan.

13.73 “Recordkeeper”

Means PCS Retirement, LLC, or its wholly owned subsidiaries Aspire Financial Services, LLC and Rocky Mountain Employee Benefits, Inc., or its such entity's successor or assignee..

13.74 “Securities Account”

Has the meaning given by a Law based on § 8-501(a) of the Uniform Law Commission's *Uniform Commercial Code*.

13.75 “Self-Directed Brokerage Account”

Means a Securities Account the Plan permits as an Investment Alternative.

13.76 “Service Agreement”

Means the agreement for recordkeeping services between you and PCS and/or its Affiliate, Aspire Financial Services, LLC, including all schedules, exhibits, etc. thereto. If you do not have an agreement for recordkeeping services between you and PCS and/or its Affiliate, but instead have recordkeeping services provided through an agreement with a third party who has engaged PCS and/or its Affiliate, the Service Agreement shall mean the agreement for recordkeeping services between you and such third party and the agreement for recordkeeping services between the third party and PCS and/or its Affiliate.

13.77 “Service Provider”

Means a Person you engage or permit (or a Directing Person engages or permits) to provide any service regarding the Plan. Without limiting the comprehensive effect of the preceding sentence, a Service Provider may include, for example, a recordkeeper, a trustee, a custodian, a lawyer, an accountant, and an Investment Adviser.

13.78 “Service Start Date”

Means the earlier of (i) the date AdvisorTrust receives your first payroll upload, or (ii) the date AdvisorTrust receives all conversion-in Plan assets.

13.79 “Shares”

Means shares or similar units of interest in a Fund.

13.80 “State”

Means a State of the United States of America, the District of Columbia, Puerto Rico, Guam, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession under the jurisdiction of the United States of America.

13.81 “State Law”

Means the Law (other than Federal Law) of a State.

13.82 “Summary Annual Report”

Means a report of the kind described in ERISA § 104(b)(3).

13.83 “Summary of Material Modifications”

Means a document of the kind so described in ERISA § 102.

13.84 “Summary Plan Description”

Means a document of the kind so described in ERISA § 102.

13.85 “Tax”

Means a pecuniary charge imposed or required by Law to support a government, whether or not described as a tax, including any tax imposed under the Internal Revenue Code or any State’s or nation’s Law. Without limiting the comprehensive effect of the preceding sentence, a Tax includes any interest, penalties, or additions to a Tax.

13.86 “Tax-Qualified Plan”

Means a plan that meets all Internal Revenue Code conditions for Federal income Tax treatment as a plan described in IRC § 401(a), IRC § 403(b), or IRC § 457(b).

13.87 “Tax Return”

Means any return, declaration, or election (including every schedule or exhibit to it) concerning the computation, declaration, assessment, or collection of any Tax or reporting information for any Tax purpose, including any report required or permitted under IRC § 6033 or IRC § 6058.

13.88 “Trustee”

Refers to the Person who or that serves as trustee of the Plan’s trust.

13.89 “Year”

Means, when not modified by an adjective (such as in Plan Year or limitation year), a calendar year.

14 Construction

14.1 Construction

The provisions of this Part 14 govern the construction or interpretation of this Agreement.

14.2 Construction as jointly drafted

This Agreement will be construed as jointly drafted by AdvisorTrust and you, and not for or against any party.

14.3 Furnish includes causing to be furnished

A reference in this Agreement to “furnish” includes “or cause to be furnished” if the party that must or may furnish information adopts the information furnished or the circumstances make it reasonable for the relying party to believe that the other party adopted the information.

14.4 Performance includes causing performance

A reference in this Agreement to an action includes causing performance of the action.

14.5 References to or within this Agreement

The phrase “under this Agreement” refers to the Agreement as a whole, and not merely to a Part or provision in which the phrase appears. Any reference to a Part of this Agreement refers to the whole Part. Any reference to a definition or provision of this Agreement refers to the whole definition or provision, unless the reference specifies a particular portion or paragraph of the definition or provision.

14.6 Usage conventions

This Agreement must be construed according to this provision’s usage rules, even if such a usage otherwise would result in a construction contrary to a reader’s expectation.

14.6.1 Gender

A use of a word of one gender includes the corresponding words of the other genders.

14.6.2 Series

A reference to a series of numbers or letters includes the first and the last number or letter.

14.6.3 Tense

A use of a word in the present tense includes the future tense.

14.6.4 Person includes successors

A reference to a Person will be construed to include his, her, or its successor, assignee, receiver, administrator, executor, or personal representative.

14.7 Words deliberately used

The words and phrases defined below have the meanings stated by this provision, even if such a meaning otherwise would be contrary to a reader's expectation.

14.7.1 "As", "if"

A use of the word "as" or "if" includes the phrase "to the extent that".

14.7.2 "For example"

A use of the phrase "for example" indicates a non-restrictive example or a non-restrictive illustration.

14.7.3 "Includes", "including"

A use of the word "includes" includes the phrase "but is not limited to". A use of the word "including" includes the phrase "but not limited to".

14.7.4 "May"

The word "may" confers a power, authority, right, or privilege. A use of the word "may" includes the phrases "but need not" and "but is not required to".

14.7.5 "May not", "must not", "will not"

The words "may not", "must not", or "will not" preclude a power.

14.7.6 "Must"

The word "must" states an obligation, requirement, or condition precedent.

14.7.7 "Will"

The word "will" states an obligation, requirement, or condition precedent.

14.8 Common usage

Unless a phrase or word is defined by this Agreement or by a statute or rule cited in this Agreement, the phrase's or word's meaning is according to its context, the rules of grammar, and common usage.

Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement

This Standard Fund Addendum to AdvisorTrust, Inc. Custodial Agreement (the “Addendum”) applies to the extent that the plan (the “Plan”) which is subject to the AdvisorTrust, Inc. Custodial Account Agreement (the “Custodial Agreement”) makes available, as an investment option in the Plan, any of the Standard funds set forth in this Addendum (the “Investment Funds”) or to the extent Plan Administrator utilizes AdvisorTrust’s auto-rollover IRA option with regard to force-outs of small account balances from the Plan and the auto-rollover IRA utilizes an Investment Fund as the resulting IRA investment. In the event of a conflict between the terms of the Custodial Agreement and this Addendum, the terms of this Addendum shall govern, but only with regard to the Investment Funds.

Article I – Intent and Purpose

This Addendum is intended to provide the Plan Administrator with financial services intended for retirement plans and to pass through terms included in AdvisorTrust’s agreements with Standard related to the Investment Funds. The provisions of this Addendum control the agreements between AdvisorTrust and Plan Administrator regarding the Investment Funds. The provisions of the Plan’s plan document and other governing documents of the Plan control the operation of the Plan.

Article II – Definitions

- A. “Book Value” means the valuation as defined in the Investment Fund without any additional fees or charges.
- B. “Business Day” means any day that AdvisorTrust and Standard are open for business and the financial markets are open for trading. Transactions are processed on Business Days only.
- C. “Competing Fund” is defined in the rider for the Investment Fund attached to this Addendum (and which is a part of this Addendum).
- D. “Deposits” are amounts invested in Investment Funds under this Addendum and are more fully described in Article III.
- E. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- F. “Good Order” means an instruction from Plan Administrator, or other authorized person or entity, received by AdvisorTrust (including via the Plan’s recordkeeper), utilizing any such forms as AdvisorTrust may reasonably require, that contains all of the information AdvisorTrust needs to take the specific instruction, and is sufficiently complete and clear that AdvisorTrust does not need to exercise any judgment or discretion in order to carry out the instruction.
- G. “Investment Fund” means each of the investment options set forth in this Addendum to the extent such investment option is made available as an investment option in the Plan. An investment fund is operative when Plan assets are first deposited or transferred into it (or in the case of an auto-rollover IRA, when assets are forced out from the Plan to the IRA).
- H. “IRA” means a traditional or Roth IRA for which AdvisorTrust acts as custodian that meets the requirements of either IRC Section 408(a) or IRC Section 408A and IRC Section 401(a)(31)(B), and that is investing in an Investment Fund.
- I. “IRC” or “Code” means the Internal Revenue Code of 1986, as amended.
- J. “Market Value Adjustment” or “MVA” is a charge deducted from the amounts withdrawn or transferred from the Investment Fund. A Market Value Adjustment, if applicable, is more fully described in the rider for the Investment Fund.
- K. “Participant” means any natural person who is participating in the Plan or, in the case of an auto-rollover IRA, any natural person on whose behalf funds are contributed and maintained in the auto-rollover IRA in an Investment Fund.
- L. “RMD” means a required minimum distribution applicable to retirement plan accounts or applicable to a traditional or Roth IRA as provided for in the Code and regulations promulgated thereunder.
- M. “Standard” means Standard Insurance Company, an entity with which AdvisorTrust has contracted in order to be able to make available the Investment Funds. Standard is not a party to the Custodial Agreement or to this Addendum. More information about Standard is available at: <https://www.standard.com/>.
- N. “Written Notice” means any notice required by this Addendum.

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Article III – Deposits

A. Deposits.

Deposits to the Investment Funds will be accepted periodically under this Addendum. All deposits must be from assets in the Plan (including amounts coming into the plan as contributions, loan repayments, etc.) or in the case of an auto-rollover IRA, assets being forced out of the Plan to an IRA for the benefit of a Participant.

B. Application of Deposits.

1. **Refund of Deposits.** AdvisorTrust reserves the right to refund Deposits to the Investment Funds (for investment in other investment options in the Plan) if applicable state or federal law so requires.
2. **Recovery of Assets.** AdvisorTrust reserves the right to recover assets previously deposited to the Investment Funds on behalf of the Plan due to an error (including any interest accrued while such assets were invested in the Investment Funds) and agrees to credit the Plan any amount not previously deposited into the Investment Fund due to an AdvisorTrust error (including any interest accrued while such assets were not invested in the Investment Fund) to reflect the correct balance as though the error had not occurred. AdvisorTrust reserves the right to utilize legal remedies to pursue losses incurred as a result of an error.
3. **Temporary or Permanent Closure.** To preserve the financial integrity of an Investment Fund, the Investment Fund may be temporarily or permanently closed and Advisor Trust may refuse to accept further Deposits if the Plan does not already have assets invested in the Investment Fund as of the date of date of the temporary or permanent closure. AdvisorTrust will provide Plan Administrator with Written Notice of such closure. If the Investment Fund is re-opened to new Deposits, AdvisorTrust will provide Plan Administrator with Written Notice of such re-opening.

Article IV – Withdrawals

A. Participant Withdrawals.

1. **Description.** The term “Participant Withdrawals” is defined in the applicable Investment Fund rider.
2. **Limitation on Participant Withdrawals.** To the extent there are any limitations on Participant Withdrawals from an Investment Fund, such limitations are set forth in the applicable Investment Fund rider.
3. **Reasonable Proof Required.** AdvisorTrust may require reasonable proof that Participant Withdrawals are being made consistent with the terms of this Addendum.

B. Plan Withdrawals.

1. **Description.** The term “Plan Withdrawals” is defined in the applicable Investment Fund rider.
2. **Limitation on Plan Withdrawals.** To the extent there are any limitations on Plan Withdrawals from an Investment Fund, such limitations are set forth in the applicable Investment Fund rider.
3. **Valid Instructions Required.** Before any Plan Withdrawals are made, AdvisorTrust will require complete instructions in Good Order and in conformance with any restrictions specific to the Investment Fund.
4. **Delay of Plan Withdrawals.** AdvisorTrust reserves the right to delay the effective date of any Plan Withdrawal transaction(s) as set forth in the applicable Investment Fund rider.

C. AdvisorTrust Withdrawals.

1. **Description.** The term “AdvisorTrust Withdrawals” is defined in the applicable Investment Fund rider.
2. **Limitation on AdvisorTrust Withdrawals.** To the extent there are limitations on AdvisorTrust Withdrawals from an Investment Fund, such limitations are set forth in the applicable Investment Fund rider.
3. **Delay of AdvisorTrust Withdrawals.** AdvisorTrust reserves the right to delay the effective date of any AdvisorTrust Withdrawal transaction(s) as set forth in the applicable Investment Fund rider.

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- D. Right to Defer a Payment, Transfer, or Withdrawal.** AdvisorTrust may defer honoring any withdrawal request or other payment obligation from an Investment Fund as set forth in this Addendum and/or the applicable Investment Fund rider.
- E. Limitation of Liability.**
- 1. General Liability.**
 - a. Limited to Amounts Attributable to the Investment Fund.** The general liability of AdvisorTrust and its affiliates and parent company, and their respective officers, managers, representatives, agents, and employees (collectively, the “AT Parties”) to Plan Administrator, the Plan, the Plan’s sponsor, or any Participant, at any time shall be, in the aggregate, limited to the amount(s) attributable to the Plan’s Deposits in the Investment Fund and applicable interest (less any withdrawals and applicable fees).
 - b. Limit on Payment.** At no time shall AdvisorTrust or any AT Party make payments to any party under this Addendum in excess of this limit.
 - 2. Sufficiency of Funds.** Other than amounts deposited into the Investment Fund and applicable interest, AdvisorTrust shall not be responsible for the lack of sufficient funds under this Addendum to meet any funding requirements of the Plan under applicable law.
 - 3. Good Faith and Claims.** Notwithstanding anything herein to the contrary, no AT Party shall be liable to Plan Administrator, the Plan, the Plan’s sponsor, or any Participant for any act or omission of such AT Party, provided that the AT Party acted in good faith, unless such conduct was found to constitute gross negligence or willful misconduct. No AT Party shall be liable for undertaking any act on instructions from or on behalf of Plan Sponsor or for failing to act in the absence of such instructions. AT Parties shall be entitled to conclusively rely on the authenticity of any notice or other communication received from or on behalf of Plan Administrator so long as the AT Party reasonably believes the notice or other communication to be genuine. Under no circumstances shall an AT Party be liable to Plan Administrator, the Plan, the Plan’s sponsor, or any Participant for any losses or unrealized gains from instructions not authorized on a timely basis, or for any direct, incidental, special, consequential, or punitive damages, including without limitation, any damages claimed as a result of lost profits.
 - 4. Survival.** The terms of this section shall survive termination of the Addendum.

Article V – Right to Purchase Annuities.

- A. Definition.** If allowed under the terms of the Plan, Participants may have the right (but not the obligation) to purchase annuities from Standard when taking a Participant Withdrawal from the Plan. To purchase annuities, Participants will work directly with Standard without the involvement of AdvisorTrust, and such matters will be outside the scope of the Custodial Agreement and this Addendum.
- B. Premium Rates.** “Premium” means the purchase amount with regard to an annuity purchased by a Participant from Standard. Premium rates and changes thereto shall be the responsibility of Standard and shall be outside the scope of the Custodial Agreement and this Addendum.
- C. Annuity Payments.** Annuity payments under an annuity purchased by a Participant from Standard shall be the responsibility of Standard and shall be outside the scope of the Custodial Agreement and this Addendum.
- D. Supplementary Contracts.** In any case where Standard provides an annuity, Standard will issue a contract to the named annuitant describing the terms and conditions of the relationship created between the annuitant and Standard, including any guarantees Standard undertakes, which will govern the annuity. The annuity will be outside the scope of the Custodial Agreement and this Addendum.

Article VI – Termination of this Addendum.

- A. Initiation of Termination.**
 - 1. Initiated by Plan Administrator.** Plan Administrator may initiate termination of this Addendum by removing all Plan assets from the Investment Funds pursuant to the terms of this Addendum. For the avoidance of doubt, Plan Administrator’s termination of the Custodial Agreement/termination of AdvisorTrust as custodian will include termination of this Addendum.

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2. **Initiated by AdvisorTrust.** AdvisorTrust may initiate termination of this Addendum at any time by delivering Written Notice to Plan Administrator. AdvisorTrust's Written Notice to Plan Administrator shall specify a Business Day on which initiation of the termination is to be effective, which shall not be less than forty-five (45) days after the date on which Written Notice is sent to Plan Administrator (unless Plan Administrator agrees otherwise).
3. **Effective Date and Reinstatement.** Notwithstanding anything herein to the contrary, this Addendum will terminate only when all assets attributable to the Plan have been distributed from the Investment Fund. To the extent that any Plan assets are later deposited into an Investment Fund, the terms of this Addendum shall be reinstated.

B. Effect of Termination.

1. **Deposits.** On the effective date that termination of this Addendum by AdvisorTrust, is initiated under this Addendum, Deposits will no longer be accepted from the Plan to any Investment Fund if the Plan does not have existing Plan asset Deposits invested in the Investment Fund. If the Plan has existing Plan asset Deposits invested in the Investment Fund, Deposits will be accepted into that Investment Fund only for sixty (60) days following the date the Written Notice is sent by AdvisorTrust.
2. **Interest.** Interest shall continue to be credited according to the terms of the Investment Fund.
3. **Disposition of Funds.** Each Investment Fund will be paid out in accordance with the terms of the applicable Investment Fund rider. Subject to the terms of the Investment Fund rider, Plan Administrator shall direct AdvisorTrust (via the Plan's recordkeeper) how to dispose of the funds under this Addendum. AdvisorTrust will rely on Plan Administrator's direction to transfer assets.
4. **Refusal to Transfer.** Notwithstanding anything herein to the contrary, AdvisorTrust may refuse to transfer funds if, in its opinion or in Standard's opinion, based on all the facts and circumstances known to AdvisorTrust and/or Standard at the time, AdvisorTrust and/or Standard reasonably believes that the transfer is fraudulent.

Article VI – Representations and Warranties.

- A. **Mutual Representations and Warranties.** Each of the parties represents and warrants to the other as follows:
 1. Such party is an entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and is qualified to transact business in each other jurisdiction where it is required to be so qualified.
 2. The execution, delivery, and performance by such party of the Custodial Agreement and this Addendum does not violate, conflict with, or constitute a breach of any provision of any Federal, state, or local law applicable to such party, the organizational documents of such party, or any material agreement, contract, consent decree, order, or other instrument to which such party is a party or by which such party is bound.
 3. Other than a consent previously obtained, no consent or other action of any third party is necessary for such party to execute, deliver, or perform under the Custodial Agreement and this Addendum.
 4. At all times, the parties shall comply with all federal and state laws and regulations, including but not limited to ERISA, to the extent applicable.
- B. **Plan Administrator Representations and Warranties.** Plan Administrator represents and warrants as set forth in the applicable Investment Fund rider.
- C. **AdvisorTrust Representations and Warranties.** AdvisorTrust may utilize one or more third parties (including affiliates and/or designees) to act as subcontractors and/or agents ("Subcontractors") to perform certain administrative services related to the Investment Funds. To the extent AdvisorTrust utilizes any such Subcontractor, AdvisorTrust represents that it has determined that such Subcontractor is capable of performing the applicable services.

Article VII – Indemnification

Plan Administrator does hereby agree to indemnify, defend, and hold harmless, the AT Parties from and against any claims, liabilities, costs, attorneys' fees, and legal costs, expenses, indirect or direct losses, damages, and penalties (collectively, "Costs") incurred by any such AT Party arising from or related to:

- A. Any breach by Plan Administrator of any representation, warranty, agreement, or other obligation contained in this Addendum;

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- B. AdvisorTrust acting in accordance with any instruction given by or on behalf of Plan Administrator or Participants, including any error or omission by such person or entity that results in Costs;
- C. Such AT Party's reasonable investigation, preparation, or defense of any of the foregoing.

In any proceedings by which one party either seeks to enforce its rights under this Addendum (whether in contract, tort, or both) or seeks a declaration of any rights under this Addendum, the prevailing party shall be awarded reasonable attorneys' fees, together with any reasonable costs and expenses to resolve the dispute and enforce the final judgment.

The provisions of this section shall survive termination of the Addendum.

Article VIII – General Conditions

A. Plan Administrator Responsibilities.

1. **Authority to Control and Manage.** Plan Administrator has the authority to control and manage the operation and administration of the Plan. AdvisorTrust does not assume this responsibility under this Addendum. Except to the extent expressly provided in the Custodial Agreement or another agreement to which AdvisorTrust is a party, AdvisorTrust is not a trustee for assets held in the Plan or any IRA. This Addendum does not cause AdvisorTrust to be a fiduciary with respect to the Plan or any Participant or any IRA. AdvisorTrust will be entitled to rely on any acts or omissions by Plan Administrator pursuant to the terms of this Addendum.
2. **Responsibility for Funding Vehicle.** Plan Administrator or another authorized person or entity is solely responsible for selecting the Investment Fund(s) under this Addendum as a funding vehicle (or funding vehicles) appropriate for the Plan or IRA. AdvisorTrust does not assume this responsibility.
3. **Data Supplied by Plan Administrator.** Plan Administrator shall furnish, or cause any designee named by Plan Administrator to furnish, any information AdvisorTrust may reasonably require in order to administer this Addendum. Plan Administrator acknowledges that AdvisorTrust may share such information and other information, contracts, agreements, amendments, reports, etc. related to the Plan, Participants, and investment in the Investment Fund(s) with Standard.
4. **Cooperation.** Plan Administrator agrees to cooperate fully, and agrees to cause the Plan's service providers and designees of Plan Administrator to cooperate fully, with AdvisorTrust (directly or via the Plan's recordkeeper) in providing any information or assistance AdvisorTrust may reasonably require in connection with this Addendum.
5. **Retain Legal and Accounting Advice.** Plan Administrator shall be responsible for obtaining its own legal, accounting, and investment advice to the extent such advice is necessary or appropriate.

- B. **General Corporate Assets.** Unless the applicable Investment Fund rider provides to the contrary, Deposits made under this Addendum shall become a part of Standard's general corporate assets to be used and invested as such. The relationship between Plan Administrator and AdvisorTrust shall not give Plan Administrator, the Plan's sponsor, its creditors, any Participant, the Plan, or any party acting on behalf of such persons or entities any claim against AdvisorTrust's or Standard's specific or identifiable assets.

C. Assignment.

1. **Assignment, Pledge, or Transfer.** Plan Administrator can only assign, pledge, or transfer this Addendum to any other person or entity if AdvisorTrust has given Plan Administrator prior consent pursuant to Written Notice and if the assignment, pledge, or transfer complies with applicable state and federal law. AdvisorTrust, without the consent of Plan Administrator, may assign its rights and obligations under this Addendum to any subsidiary, affiliate, successor by merger or consolidation, or another third party upon Written Notice to Plan Administrator.
2. **Commutation, Anticipation, or Encumbrance.** Any payments or benefits provided under this Addendum shall not be subject to commutation, anticipation, encumbrance, or alienation by any person, individual, or institution entitled to such payments or benefits unless it complies with applicable state or federal law and AdvisorTrust has given Plan Administrator consent pursuant to a Written Notice prior to that transaction.
3. **Seizure by Operation of Law.** No payment or benefit provided for under this Addendum shall be seized, taken, appropriated, or applied by any legal or equitable process or operation of law to pay any debt or liability of any person entitled to such payments or benefits, except to the extent provided by applicable law.

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- D. Non-Waiver.** A failure by either party to enforce any provision of this Addendum at any time shall not affect that party's right, by doctrine of waiver, estoppel, or otherwise, to enforce any provision at any other time.
- E. Reliance.** AdvisorTrust will be permitted to rely conclusively upon any statement or information provided by Plan Administrator or its designee, including without limitation, the Plan's service providers. AdvisorTrust will be relieved and discharged from any further liability to any party in acting at such direction and upon such authority. All statements made by such party will, in the absence of fraud, be deemed representations and not warranties.
- F. Limitation Period.** No suit may be brought in relationship to this Addendum unless it is brought within four (4) years after the date on which the suit could have first been brought. If this limitation is prohibited by the laws of the jurisdiction that govern this Addendum, this limitation will be deemed to be amended to agree with the minimum period of limitation permitted by those laws.
- G. Entire Agreement; Provisions.**
- 1. Entire Agreement.** This Addendum, including any schedules and riders and endorsements hereto and all non-conflicting terms of the Custodial Agreement, constitutes the entire agreement between Plan Administrator and AdvisorTrust with regard to the subject matter of this Addendum, and there are no agreements, representations, or warranties between the parties other than those set forth or provided for herein. AdvisorTrust is responsible for performing only those duties, obligations, and responsibilities specifically described in this Addendum.
 - 2. Provisions.** If any provision of this Addendum is determined to be invalid or unenforceable, the remainder of the provisions of this Addendum will continue in full force and effect. Upon such determination that a provision is invalid or unenforceable, the provision shall be amended to a valid and enforceable alternative so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- H. Amendment and Modification.** AdvisorTrust and Plan Administrator may amend this Addendum by mutual written agreement. Such amendment must be signed by Plan Administrator's authorized representative and an authorized officer of AdvisorTrust. No other person has the authority to sign, amend, or waive any provision of this Addendum on behalf of AdvisorTrust. This Addendum may be amended by AdvisorTrust without the consent of Plan Administrator (or any other person or entity) upon sixty (60) days' prior Written Notice from AdvisorTrust to Plan Administrator. To comply with applicable laws or regulations, AdvisorTrust may amend this Addendum upon less than sixty (60) days' prior Written Notice to Plan Administrator. AdvisorTrust shall give Plan Administrator Written Notice of such compliance changes as soon as practicable, and prior to the effective date of the change, if possible.
- I. Force Majeure.**
- 1. Force Majeure.** AdvisorTrust shall not be responsible for losses caused directly or indirectly by conditions beyond its reasonable control, including but not limited to war, natural disaster or other emergency, government or National Securities Clearing Corporation ("NSCC") restrictions or changes, exchange, market, or NSCC rulings, strikes, interruptions of communications or data processing services, disruptions in orderly trading on any exchange or market, or in the event that a state insurance department permits such postponement for the protection of contract owners. The parties acknowledge that unforeseen circumstances may temporarily prohibit trading of the Investment Funds. AdvisorTrust reserves the right to suspend or postpone the processing of any transactions under this Addendum in the event of such circumstances beyond AdvisorTrust's control. Such suspension or postponement will be limited to a period commensurate with the disaster, emergency, or market disruption.
 - 2. Survival.** The provisions of this section shall survive termination of this Addendum.
- J. Investment Fund Information.** At no cost to Plan Sponsor, AdvisorTrust will provide electronic versions of information related to the Investment Funds which may be distributed to Plan fiduciaries, Participants, and other persons or entities. AT Parties are not responsible for any information contained in any Investment Fund information or item of advertising, marketing material, or any other document prepared by Standard or its affiliates that relates to the Investment Fund or that was prepared by AdvisorTrust based on information prepared and provided by Standard or its affiliates that relates to the Investment Funds. Such information is not a part of this Addendum.
- K. Written Notice.** Any Written Notice required of AdvisorTrust by this Addendum shall be sent to Plan Administrator at the mailing address or e-mail address then on file with the Plan's recordkeeper for the Plan. Any Written Notice required of Plan Administrator by this Addendum shall be sent to the Plan's recordkeeper, to the attention of AdvisorTrust/Legal Dept. Each party is responsible for providing the other party with Written Notice of any changes of address.

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- L. Non-Exclusivity.** Each party may enter into similar agreements with any other persons or entities without the other party's consent.
- M. Choice of Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of South Dakota, without giving effect to the principles of conflicts of law thereof.
- N. Market Timing.** AdvisorTrust reserves the right to suspend trading of the Investment Fund(s) for the Plan and all Participants in the Plan or for certain Participants in the Plan in the event of transactions reasonably believed by AdvisorTrust or Standard to be market timing transactions.

Standard Stability Fund (814844A) Rider

This Standard Stability Fund (814844A) Rider (the “SSF Rider”) is made a part of the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust. All terms used in the SSF Rider have the same meaning as those described in the Addendum. This SSF Rider is applicable when the Plan Administrator of an ERISA plan with total plan assets of less than three million dollars (\$3,000,000.00) elects to include the SSF as an investment option in the Plan.

A. Description.

- 1. Nature of Investment Fund.** The Standard Stability Fund (814844A) (the “SSF” or “Investment Fund”) will be in the nature of an account showing a general liability against Standard on behalf of AdvisorTrust. As such, there will be no particular segregated or identifiable assets ascribed to it.
- 2. Eligibility.** The SSF is only available to retirement plans which are established under and subject to the Code and the ERISA, and which have total plan assets of less than three million dollars (\$3,000,000.00). By making the SSF an available investment option in the Plan or by allowing any Plan assets to be deposited into the SSF, Plan Administrator represents and warrants that the Plan meets these eligibility requirements and that Plan Administrator will provide Written Notice to AdvisorTrust in the event of any change.
- 3. Governance.** The provisions of the Custodial Agreement, the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust and this SSF Rider control the agreements between AdvisorTrust and Plan Administrator regarding the SSF. The provisions of the Plan’s plan document and other governing documents of the Plan control the operation of the Plan.

B. Deposits. Deposits to the SSF are made in accordance with the provisions of the Addendum.

C. Valuation. The Book Value of the SSF is an amount equal to (A) minus (B), where:

(A) is the sum of:

- (1) the Plan’s Deposits to the SSF; and
- (2) interest credited to the SSF.

(B) is the sum of:

- (1) Participant Withdrawals; and
- (2) Plan and AdvisorTrust Withdrawals.

The SSF is valued daily. Interest is credited daily to Deposits to the SSF at the daily equivalent of the SSF Interest Rate.

D. Determination of the SSF Interest Rate. Deposits to the SSF will earn interest at the “SSF Interest Rate.” The SSF Interest Rate is expressed as an annual rate, which will be determined quarterly and will only be in effect for that quarter. The SSF Interest Rate will not be less than the Minimum Guaranteed Interest Rate.

E. Determination of the Minimum Guaranteed Interest Rate. The “Minimum Guaranteed Interest Rate” is a rate equal to one percent (1.00%) per annum in all years.

F. Limit on Competing Funds. Unless transferred during and pursuant to a plan-level transition to a replacement fund pursuant to a change in the Plan’s available investment options, Participant Withdrawals from the SSF cannot be transferred directly or indirectly to a Competing Fund without first being invested in a non-Competing Fund for ninety (90) days.

A “Competing Fund” means any investment option offered by the Plan to its Participants that:

- (1) is a fund that seeks to maintain a stable value per unit or to maintain preservation of principal (e.g., stable value fund, money market fund, or cash equivalent fund); or
- (2) is an allocation or fixed-income fund that has a target duration of three (3) years or less.

Investment options that allow access to other investment options or funds that have the same preceding characteristics (e.g., brokerage accounts) are also deemed a Competing Fund unless AdvisorTrust provides consent in Written Notice to the contrary.

AdvisorTrust has discretion in determining whether a particular investment option is a Competing Fund and will assist Plan Administrator, upon request, in designating Plan investment options as Competing Funds.

Standard Stability Fund (814844A) Rider

- G. Market Value Adjustment.** A Market Value Adjustment or “MVA” applies to the SSF. It is a charge which may be deducted from amounts withdrawn from the SSF upon an “AdvisorTrust Withdrawal.” The Market Value Adjustment is calculated by multiplying the amount to be distributed under the Addendum by an adjustment factor, using the Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial BBB 5-Year Index as of the last day of the month prior to the withdrawal (the “Index”). The Market Value Adjustment factor equals the lesser of one (1.0) or A divided by B where:

- (A) equals the current price of a five-year (5-year) bond paying interest at the three-year (3-year) average of the Index, and;
- (B) equals the par value of a five-year (5-year) bond paying interest at the current value of the Index.

Notwithstanding the above, a Market Value Adjustment will not result in a payment that is less than the Plan’s net Deposits to the SSF under the Addendum.

If the Index ceases to be published, or if AdvisorTrust or Standard determines another index is more appropriate, AdvisorTrust will notify Plan Administrator of a change to the index to be used in calculation of the Market Value Adjustment.

Upon Plan Administrator’s request, AdvisorTrust will provide Plan Administrator a calculation of the MVA based on the date an applicable disbursement is expected to take place.

H. Withdrawals.

1. Participant Withdrawals.

- i. **Definition.** Participant Withdrawals are withdrawals from the SSF which are:
 - a. Initiated by a request from a Participant in accordance with allowable distribution provisions of the Plan, including (to the extent permitted by the Plan) withdrawals for purposes of financial hardship, termination of employment, retirement, disability, or death;
 - b. Initiated by a request from a Participant for a loan from the Participant’s account in the Plan (if permitted by the Plan);
 - c. To cash out the present value of a Participant’s account balance as allowed by the terms of the Plan for small benefits (e.g., less than five thousand dollars (\$5,000.00));
 - d. Initiated by a Participant-directed transfer of assets among available investment options in the Plan;
 - e. To pay an RMD amount;
 - f. To process a division of benefits ordered by courts or governmental entities with the authority to do so; or
 - g. Withdrawals related to the assessment of applicable service provider fees from Plan assets.
- ii. **Governance.** Participant Withdrawals are defined and governed in accordance with the terms of the Addendum, except as modified by this Item H.
- iii. **Valuation.** All Participant Withdrawals from the SSF are processed at Book Value as described in this SSF Rider.
- iv. **Competing Funds.** Participant Withdrawals are at all times subject to the terms of this SSF Rider.

2. Plan Withdrawals.

- i. **Definition.** Plan Withdrawals are withdrawals from the SSF which are made at the request of Plan Administrator, the Plan’s sponsor, or another fiduciary of the Plan, the Plan’s investment advisor, turnkey asset management program, or another person or entity that manages the investment options available in the Plan. Plan Withdrawals include withdrawals related to a decision to remove the SSF from the Plan’s available investment options or a decision to transition the Plan to a new custodian and/or recordkeeper, but will not include withdrawals related to such person or entity rebalancing Participant accounts or

Standard Stability Fund (814844A) Rider

making changes to the investments held in model portfolios that are investment options available in the Plan.

- ii. **Governance.** Plan Withdrawals are defined and governed in accordance with the terms of the Addendum, except as modified by this Item H.
 - iii. **Valuation.** All Plan Withdrawals from the SSF are processed at Book Value as described in this SSF Rider.
 - iv. **Refusal to Transfer.** Notwithstanding anything herein to the contrary, AdvisorTrust may refuse to transfer funds if, in its opinion or in Standard's opinion, based on all facts and circumstances known to AdvisorTrust and/or Standard at the time, AdvisorTrust and/or Standard reasonably believes that he transfer is fraudulent.
- 3. AdvisorTrust Withdrawals.**
- i. **Definition.** AdvisorTrust Withdrawals are any withdrawals that are not defined as Participant Withdrawals or Plan Withdrawals. AdvisorTrust Withdrawals may include, without limitation, withdrawals pursuant to a termination of one or more agreements between Standard and AdvisorTrust necessary for AdvisorTrust to make the SSF available.
 - ii. **Valuation.** AdvisorTrust Withdrawals may be subject to a Market Value Adjustment as described in this SSF Rider.
 - iii. **Governance.** AdvisorTrust Withdrawals are defined and governed in accordance with the terms of the Addendum except as modified by this Item H.
 - iv. **Refusal to Transfer.** Notwithstanding anything herein to the contrary, AdvisorTrust may refuse to distribute funds if, in AdvisorTrust's opinion or in Standard's opinion, based on all facts and circumstances known to AdvisorTrust and/or Standard at the time, AdvisorTrust and/or Standard reasonably believes that the transfer is fraudulent.

I. Compensation.

Standard will pay AdvisorTrust certain fees set forth below in consideration of administrative services provided with respect to the Investment Fund in the Plan. Such fees are for administrative services only and are not in payment for investment advisory, marketing, or distribution services. Such amounts will be retained by AdvisorTrust and will not be used to offset amounts due to AdvisorTrust under the Custodial Agreement or any other agreement for services to the Plan.

Investment Fund	CUSIP	TICKER	Annual Fee to AdvisorTrust
Standard Stability Fund I	853528321	XSSF1	Up to 50 bps
Standard Stability Fund II	853528354	XSSF2	Up to 90 bps

Standard Safety Plus Fund (814845A) Rider

This Standard Safety Plus Fund (814845A) Rider (the “SSPF Rider”) is made a part of the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust. All terms used in the SSPF Rider have the same meaning as those described in the Addendum. This SSPF Rider is applicable when the Plan Administrator of an ERISA plan with total plan assets of three million dollars (\$3,000,000.00) or more elects to include the SSPF as an investment option in the Plan.

A. Description.

- 1. Nature of Investment Fund.** The Standard Stability Fund (814845A) (the “SSPF” or “Investment Fund”) will be in the nature of an account showing a general liability against Standard on behalf of AdvisorTrust. As such, there will be no particular segregated or identifiable assets ascribed to it.
- 2. Eligibility.** The SSPF is only available to retirement plans which are established under and subject to the Code and ERISA, and which have total plan assets of three million dollars (\$3,000,000.00) or more. By making the SSPF an available investment option in the Plan or by allowing any Plan assets to be deposited into the SSPF, Plan Administrator represents and warrants that the Plan meets these eligibility requirements and that Plan Administrator will provide Written Notice to AdvisorTrust in the event of any change.
- 3. Governance.** The provisions of the Custodial Agreement, the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust and this SSPF Rider control the agreements between AdvisorTrust and Plan Administrator regarding the SSPF. The provisions of the Plan’s plan document and other governing documents of the Plan control the operation of the Plan.

B. Deposits. Deposits to the SSPF are made in accordance with the provisions of the Addendum.

C. Valuation. The Book Value of the SSPF is an amount equal to (A) minus (B), where:

(A) is the sum of:

- (1) the Plan’s Deposits to the SSPF; and
- (2) interest credited to the SSPF.

(B) is the sum of:

- (1) Participant Withdrawals; and
- (2) Plan and AdvisorTrust Withdrawals.

The SSPF is valued daily. Interest is credited daily to Deposits to the SSPF at the daily equivalent of the SSPF Interest Rate.

D. Determination of the SSPF Interest Rate. Deposits to the SSPF will earn interest at the “SSPF Interest Rate.” The SSPF Interest Rate is expressed as an annual rate, which will be determined quarterly and will only be in effect for that quarter. The SSPF Interest Rate will not be less than the Minimum Guaranteed Interest Rate.

E. Determination of the Minimum Guaranteed Interest Rate. The “Minimum Guaranteed Interest Rate” is a rate equal to one percent (1.00%) per annum in all years.

F. Limit on Competing Funds. Unless transferred during and pursuant to a plan-level transition to a replacement fund pursuant to a change in the Plan’s available investment options, Participant Withdrawals from the SSPF cannot be transferred directly or indirectly to a Competing Fund without first being invested in a non-Competing Fund for ninety (90) days.

A “Competing Fund” means any investment option offered by the Plan to its Participants that:

- (1) is a fund that seeks to maintain a stable value per unit or to maintain preservation of principal (e.g., stable value fund, money market fund, or cash equivalent fund); or
- (2) is an allocation or fixed-income fund that has a target duration of three (3) years or less.

Investment options that allow access to other investment options or funds that have the same preceding characteristics (e.g., brokerage accounts) are also deemed a Competing Fund unless AdvisorTrust provides consent in Written Notice to the contrary.

AdvisorTrust has discretion in determining whether a particular investment option is a Competing Fund and will assist Plan Administrator, upon request, in designating Plan investment options as Competing Funds.

Standard Safety Plus Fund (814845A) Rider

- G. Market Value Adjustment.** A Market Value Adjustment or “MVA” applies to the SSPF. It is a charge which may be deducted from amounts withdrawn from the SSPF other than Participant Withdrawals. The MVA is calculated by multiplying the amount to be distributed from the SSPF under this Addendum by an adjustment factor, using the Bloomberg Fair Value U.S. Dollar Denominated U.S. Industrial BBB 5-Year Index as of the last day of the month prior to the withdrawal (the “Index”). The MVA factor equals the lesser of 1.0 or A divided by B, where:

- (A) equals the current price of a five-year (5-year) bond paying interest at the three-year (3-year) average of the Index, and;
- (B) equals the par value of a five-year (5-year) bond paying interest at the current value of the Index.

Notwithstanding the above, a Market Value Adjustment will not result in a payment that is less than the Plan’s net Deposits to the SSPF under the Addendum.

If the Index ceases to be published, or if AdvisorTrust or Standard determines another index is more appropriate, AdvisorTrust will notify Plan Administrator of a change to the index to be used in calculation of the Market Value Adjustment.

Upon Plan Administrator’s request, AdvisorTrust will provide Plan Administrator a calculation of the MVA based on the date an applicable disbursement is expected to take place.

H. Withdrawals.

1. Participant Withdrawals.

- i. Definition.** Participant Withdrawals are withdrawals from the SSPF which are:
 - a.** Initiated by a request from a Participant in accordance with allowable distribution provisions of the Plan, including withdrawals for purposes of financial hardship, termination of employment, retirement, disability, or death. Participant Withdrawals also include withdrawals for loan, and withdrawals to cash-out of the present value of a Participant’s benefits of account balance as allowed by the terms of the applicable Plan for small benefits, for example five thousand dollars (\$5,000.00) or less;
 - b.** Made pursuant to Participant-directed transfers of assets among available investment options;
 - c.** Made to take an RMD; or
 - d.** Divisions of benefits ordered by courts or governmental entities with authority to do so.

Withdrawals related to the assessment of applicable service provider fees shall also be considered Participant Withdrawals.

- ii. Governance.** Participant Withdrawals are defined and governed in accordance with the terms of the Addendum, except as modified by this Item H.
- iii. Valuation.** All Participant Withdrawals from the SSPF are processed at Book Value as described in this SSPF Rider.
- iv. Competing Funds.** Participant Withdrawals are at all times subject to Item F of this SSPF Rider.

2. Plan Withdrawals.

- i. Definition.** Plan Withdrawals are withdrawals from the SSPF which are made at the request of Plan Administrator, the Plan’s sponsor, or another fiduciary of the Plan, the Plan’s investment advisor, turnkey asset management program, or another person or entity that manages the investment options available in the Plan. Plan Withdrawals include withdrawals related to a decision to remove the SSPF from the Plan’s available investment options or a decision to transition the Plan to a new custodian and/or recordkeeper, but will not include withdrawals related to such person or entity rebalancing Participant accounts or making changes to the investments held in model portfolios that are investment options available in the Plan.

Standard Safety Plus Fund (814845A) Rider

- ii. **Governance.** Plan Withdrawals are defined and governed in accordance with the terms of the Addendum, except as modified by this Item H.
 - iii. **Valuation.** All Plan Withdrawals from the SSPF are processed at the lesser of Book Value as described in this SSPF Rider or that amount reduced by a Market Value Adjustment.
 - iv. **Refusal to Transfer.** Notwithstanding anything herein to the contrary, AdvisorTrust may refuse to transfer funds if, in its opinion or in Standard's opinion, based on all facts and circumstances known to AdvisorTrust and/or Standard at the time, AdvisorTrust and/or Standard reasonably believes that he transfer is fraudulent.
3. **AdvisorTrust Withdrawals.**
- i. **Definition.** AdvisorTrust Withdrawals are any withdrawals from the SSPF that are not defined as Participant Withdrawals or Plan Withdrawals. AdvisorTrust Withdrawals may include, without limitation, withdrawals pursuant to a termination of one or more agreements between Standard and AdvisorTrust necessary for AdvisorTrust to make the SSPF available.
 - ii. **Valuation.** AdvisorTrust Withdrawals may be subject to a Market Value Adjustment as described in this SSPF Rider.
 - iii. **Governance.** AdvisorTrust Withdrawals are defined and governed in accordance with the terms of the Addendum except as modified by this Item H.
 - iv. **Refusal to Transfer.** Notwithstanding anything herein to the contrary, AdvisorTrust may refuse to distribute funds if, in AdvisorTrust's opinion or in Standard's opinion, based on all facts and circumstances known to AdvisorTrust and/or Standard at the time, AdvisorTrust and/or Standard reasonably believes that the transfer is fraudulent.

I. Compensation.

Standard will pay AdvisorTrust certain fees set forth below in consideration of administrative services provided with respect to the Investment Fund in the Plan. Such fees are for administrative services only and are not in payment for investment advisory, marketing, or distribution services. Such amounts will be retained by AdvisorTrust and will not be used to offset amounts due to AdvisorTrust under the Custodial Agreement or any other agreement for services to the Plan.

Investment Fund	CUSIP	TICKER	Annual Fee to AdvisorTrust
Standard Safety Plus Fund I	853528339	XSSP1	50 bps

Auto-Rollover IRA Guaranteed Fixed Interest Fund (814180A) Rider

This Auto-Rollover IRA Guaranteed Fixed Interest Fund (814180A) Rider (the “GFIF Rider”) is made a part of the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust. All terms used in the GFIF Rider have the same meaning as those described in the Addendum. This GFIF Rider is applicable when the Plan Administrator elects to force out a Participant balance from the Plan to an auto-rollover IRA which utilizes the GFIF as its investment option.

A. Description.

- 1. Nature of Investment Fund.** The Guaranteed Fixed Interest Fund (814180A) (the “GFIF” or “Investment Fund”) will be in the nature of an account showing a general liability against Standard on behalf of AdvisorTrust. As such, there will be no particular segregated or identifiable assets ascribed to it.
- 2. Eligibility.** The GFIF is only available for the investment of assets received through automatic direct rollovers from an employer retirement plan, made in accordance with IRC Section 401(a)(31)(B), and made at the direction of the named fiduciary of the plan that is the source of the IRA rollover. Plan Administrator represents and warrants that Deposits into the GFIF meets these eligibility requirements and that Plan Administrator will provide Written Notice to AdvisorTrust in the event of any change.
- 3. Governance.** The provisions of the Custodial Agreement, the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust and this GFIF Rider control the agreements between AdvisorTrust and Plan Administrator regarding the GFIF. The provisions of the Plan’s plan document and other governing documents of the Plan control the operation of the Plan. This Addendum does not cause AdvisorTrust to be a fiduciary with respect to the Participant’s IRA.

B. Deposits. Deposits to the GFIF are made in accordance with the provisions of the Addendum and this GFIF Rider. AdvisorTrust may stop accepting Deposits to the GFIF upon Written Notice to Plan Administrator. In the event of such cessation, in all other respects, the GFIF will continue to operate in accordance with its terms. Following such cessation, AdvisorTrust may resume accepting Deposits to the GFIF upon Written Notice to Plan Administrator.

C. Valuation. The Book Value of the GFIF is an amount equal to (A) minus (B), where:

(A) is the sum of:

- (1) Deposits to the GFIF;
- (2) Transfers into the GFIF from other investments; and
- (3) interest credited to the GFIF.

(B) is the sum of:

- (1) Transfers from the GFIF to any other investment and
- (2) Distributions from the GFIF.

The GFIF is valued daily. Interest is credited daily to Deposits to the GFIF at the daily equivalent of the GFIF Interest Rate.

D. Determination of the GFIF Interest Rate. Deposits to the GFIF will earn interest at the “GFIF Interest Rate.” The GFIF Interest Rate is expressed as an annual rate, which will be determined quarterly and will only be in effect for that quarter. The GFIF Interest Rate will not be less than the Minimum Guaranteed Interest Rate.

E. Determination of the Minimum Guaranteed Interest Rate. The “Minimum Guaranteed Interest Rate” is a rate equal to one percent (1.00%) per annum in all years.

F. Limitation on Withdrawals.

1. Withdrawals.

- i. Definition – Participant Withdrawals.** Participant Withdrawals are withdrawals from the GFIF which are:
 - a.** Initiated by a request from the Participant respecting his or her own IRA(s), and pursuant to the Participant exercising control over such IRA(s), or
 - b.** Withdrawals due to RMDs, escheatment under state law, custodial fees, or any circumstance in which a limitation, fee, or charge is prohibited by applicable law.

Auto-Rollover IRA Guaranteed Fixed Interest Fund (814180A) Rider

- ii. **Definition – Non-Participant Withdrawals.** Non-Participant Withdrawals are any withdrawals that are not Participant Withdrawals.
- iii. **Plan Withdrawals.** Plan Withdrawals are not applicable to the GFIF.
- iv. **AdvisorTrust Withdrawals.** AdvisorTrust Withdrawals are Non-Participant Withdrawals and may include, without limitation, withdrawals pursuant to a termination of one or more agreements between Standard and AdvisorTrust necessary for AdvisorTrust to make the GFIF available.

2. Withdrawal Details.

- i. All Participant Withdrawals from the GFIF are processed at Book Value as defined in this GFIF Rider.
- ii. Non-Participant Withdrawals from the GFIF may be paid out in six (6) annual payments over five (5) years, subject to the terms of this GFIF Rider. In such instances, the first payment will be made within sixty (60) days of the Non-Participant Withdrawal request, and each subsequent payment will be made on the anniversary of the prior payment, in accordance with the schedule below.

First Payment	16% of the GFIF balance
Second Payment	20% of remaining GFIF balance
Third Payment	25% of the remaining GFIF balance
Fourth Payment	33% of the remaining GFIF balance
Fifth Payment	50% of the remaining GFIF balance
Sixth Payment	100% of the remaining GFIF balance.

For each payment except the first and last, the payment will be decreased by:

- a. The amount of any Participant Withdrawals between the date the previous payment was calculated and thirty (30) days prior to the payment date; and
- b. The amount of any Participant Withdrawals rolled forward from previous annual calculations.

If the net payment amount is zero or negative, that payment will not be made. Any amount of Participant Withdrawals over the scheduled payment amount will be rolled forward and subtracted from the next payment.

- iii. At any time during the payout period for a Non-Participant Withdrawal, AdvisorTrust may, at its option, elect to disburse the remaining balance of the GFIF in a single lump sum.
- iv. Assets in the GFIF will continue to earn interest at the GFIF Interest Rate until paid from the GFIF.
- v. Participant Withdrawal and Non-Participant Withdrawal requests may be processed on a periodic basis rather than upon request and may require up to ten Business Days for liquidation of the GFIF in addition to standard processing time and the payout schedule set forth in this GFIF Rider.
- vi. AdvisorTrust reserves the right to delay Participant and Non-Participant Withdrawals or other payments or obligations:
 - a. For not more than forty-five (45) calendar days after the date the withdrawal is requested in Good Order;
 - b. In accordance with any withdrawal restrictions set forth in the Addendum or this GFIF Rider;
 - c. For a reasonable period of time due to the closing or other disruption of financial markets (with such payment deferral generally being limited to a period commensurate with such market disruption); or
 - d. For not more than ninety (90) days if, due to severe economic conditions, AdvisorTrust or Standard reasonably determines that Standard is unable to prudently liquidate the necessary assets to satisfy a withdrawal request.

Auto-Rollover IRA Guaranteed Fixed Interest Fund (814180A) Rider

- vii. AdvisorTrust may refuse to make a payment if, in AdvisorTrust's opinion or Standard's opinion, under all the facts and circumstances known to AdvisorTrust and/or Standard at the time, AdvisorTrust and/or Standard has reason to believe that the transfer request is fraudulent or if making the payment is prohibited under applicable state or federal law.

G. Compensation.

Standard will pay AdvisorTrust certain fees set forth below in consideration of administrative services provided with respect to the Investment Fund in the Plan. Such fees are for administrative services only and are not in payment for investment advisory, marketing, or distribution services. Such amounts will be retained by AdvisorTrust and will not be used to offset amounts due to AdvisorTrust under the Custodial Agreement or any other agreement for services to the Plan or IRA.

Investment Fund	CUSIP	TICKER	Annual Fee to AdvisorTrust
Guaranteed Fixed Interest Fund R - AdvisorTrust	853528198	XGFAR	150 bps

Non-ERISA Plan Guaranteed Fixed Interest Fund (814181A) Rider

This Non-ERISA and IRA Guaranteed Fixed Interest Fund (814181A) Rider (the “Plan GFIF Rider”) is made a part of the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust. All terms used in the Plan GFIF Rider have the same meaning as those described in the Addendum. This Plan GFIF Rider is applicable when the Plan GFIF is made available as an investment option for accounts in a non-ERISA plan, including without limitation, a non-ERISA 403(b) plan, 457 plan, 409A plan, or individual (owner-spouse only) 401(k) plan.

A. Description.

- 1. Nature of Investment Fund.** The Guaranteed Fixed Interest Fund (814181A) (the “Plan GFIF” or “Investment Fund”) will be in the nature of an account showing a general liability against Standard on behalf of AdvisorTrust. As such, there will be no particular segregated or identifiable assets ascribed to it.
- 2. Eligibility.** The Plan GFIF is only available to retirement plans which are subject to the Code but are not subject to ERISA. By making the Plan GFIF available as an investment option in the Plan or by allowing any Plan assets to be invested in the Plan GFIF, Plan Administrator represents and warrants that the Plan meets these eligibility requirements and that Plan Administrator will provide Written Notice to AdvisorTrust in the event of any change.
- 3. Governance.** The provisions of the Custodial Agreement, the Standard Fund Addendum to AdvisorTrust, Inc. Custodial Account Agreement between Plan Administrator and AdvisorTrust and this Plan GFIF Rider control the agreements between AdvisorTrust and Plan Administrator regarding the Plan GFIF. The provisions of the Plan’s plan document and other governing documents of the Plan control the operation of the Plan. This Addendum does not cause AdvisorTrust to be a fiduciary with respect to the Plan or any Participant account.

B. Deposits. Deposits to the Plan GFIF are made in accordance with the provisions of the Addendum and this Plan GFIF Rider.

C. Valuation. The Book Value of the Plan GFIF is an amount equal to (A) minus (B), where:

(A) is the sum of:

- (1) Deposits to the Plan GFIF; and
- (2) interest credited to the Plan GFIF.

(B) is the sum of:

- (1) Participant Withdrawals from the Plan GFIF; and
- (2) Plan Withdrawals and AdvisorTrust Withdrawals from the Plan GFIF.

The Plan GFIF is valued daily. Interest is credited daily to Deposits to the Plan GFIF at the daily equivalent of the Plan GFIF Interest Rate.

D. Determination of the Plan GFIF Interest Rate. Deposits to the Plan GFIF will earn interest at the “Plan GFIF Interest Rate.” The Plan GFIF Interest Rate is expressed as an annual rate, which will be determined quarterly and will only be in effect for that quarter. The Plan GFIF Interest Rate will not be less than the Minimum Guaranteed Interest Rate.

E. Determination of the Minimum Guaranteed Interest Rate. The “Minimum Guaranteed Interest Rate” is a rate equal to one percent (1.00%) per annum in all years.

F. Limit on Competing Funds. Unless transferred during and pursuant to a plan-level transition to a replacement fund, Participant Withdrawals from the Plan GFIF cannot be transferred directly or indirectly to a Competing Fund without first being invested in a non-Competing Fund for ninety (90) days.

A “Competing Fund” means any investment option offered by the Plan to its Participants that:

- (1) is a fund that seeks to maintain a stable value per unit or to maintain preservation of principal (e.g., stable value fund, money market fund, or cash equivalent fund); or
- (2) is an allocation or fixed income fund that has a target duration of three (3) years or less.

Investment options that allow access to other investment options or funds that have the same preceding characteristics (e.g., brokerage accounts) are also deemed a Competing Fund unless AdvisorTrust provides consent in Written Notice to the contrary.

AdvisorTrust has discretion in determining whether a particular investment option is a Competing Fund and will assist Plan Administrator, upon request, in designating Plan investment options as Competing Funds.

G. Withdrawals.

Non-ERISA Plan Guaranteed Fixed Interest Fund (814181A) Rider

1. Participant Withdrawals.

- i. **Definition.** Participant Withdrawals are withdrawals from the Plan GFIF which are:
 - a. Initiated by a request from a Participant in accordance with allowable distribution provisions of the applicable Plan, including withdrawals for purposes of financial hardship, termination of employment, retirement, disability, or death;
 - b. Initiated by a request from a Participant for a loan from the Participant's account in the Plan (if permitted by the Plan);
 - c. To cash out the present value of a Participant's account balance as allowed by the terms of the Plan for small benefits (e.g., less than five thousand dollars (\$5,000.00));
 - d. Initiated by a Participant-directed transfer of assets among available investment options in the Plan (including those made by an agent, e.g., investment advisor, hired by the Participant);
 - e. Made to take an RMD; or
 - f. That are divisions of benefits ordered by courts or governmental entities with authority to do so.

Withdrawals related to the assessment of applicable service provider fees shall also be considered Participant Withdrawals.

- ii. **Governance.** Participant Withdrawals are defined and governed in accordance with the terms of the Addendum, except as modified by this Item G.
- iii. **Valuation.** All Participant Withdrawals from the Plan GFIF are processed at Book Value as described in this Plan GFIF Rider.
- iv. **Competing Funds.** Participant Withdrawals are at all times subject to the terms of this Plan GFIF Rider.

2. Plan Withdrawals.

- i. **Definition.** Plan Withdrawals are withdrawals from the Plan GFIF which are made at the request of Plan Administrator, the Plan's sponsor, or another fiduciary of the Plan, the Plan's investment advisor, turnkey asset management program, or another person or entity that manages the investment options available in the Plan.
- ii. **Written Notice.** Plan Administrator is required to provide AdvisorTrust Written Notice at least sixty (60) days before the occurrence of any Plan Withdrawal.
- iii. **Governance.** Plan Withdrawals are defined and governed in accordance with the terms of the Addendum, except as modified by this Item G.
- iv. **Valuation.** All Plan Withdrawals from the Plan GFIF are processed at Book Value as described in this Plan GFIF Rider.

3. AdvisorTrust Withdrawals.

- i. **Definition.** AdvisorTrust Withdrawals are any withdrawals made that are not defined as Participant Withdrawals or Plan Withdrawals. AdvisorTrust Withdrawals may include, without limitation, withdrawals pursuant to a termination of one or more agreements between Standard and AdvisorTrust necessary for AdvisorTrust to make the Plan GFIF available.
- ii. **Timing.** AdvisorTrust Withdrawals from the Plan GFIF may be paid out in six (6) annual payments over five (5) years, subject to the terms of this Plan GFIF Rider. In such instances, the first payment will be made within sixty (60) days of the AdvisorTrust Withdrawal request, and each subsequent payment will be made on the anniversary of the prior payment, in accordance with the schedule below.

Non-ERISA Plan Guaranteed Fixed Interest Fund (814181A) Rider

First Payment	16% of the Plan GFIF balance
Second Payment	20% of remaining Plan GFIF balance
Third Payment	25% of the remaining Plan GFIF balance
Fourth Payment	33% of the remaining Plan GFIF balance
Fifth Payment	50% of the remaining Plan GFIF balance
Sixth Payment	100% of the remaining Plan GFIF balance.

For each payment except the first and last, the payment will be decreased by:

- a. The amount of any Participant Withdrawals and Plan Withdrawals between the date the previous payment was calculated and thirty (30) days prior to the payment date; and
- b. The amount of any Participant Withdrawals and Plan Withdrawals rolled forward from previous annual calculations.

If the net payment amount is zero or negative, that payment will not be made. Any amount of Participant Withdrawals and Plan Withdrawals over the scheduled payment amount will be rolled forward and subtracted from the next payment.

Assets in the Plan GFIF will continue to earn interest at the Plan GFIF Interest Rate until paid from the Plan GFIF.

At any time during the payout period for an AdvisorTrust Withdrawal, AdvisorTrust may, at its option, elect to disburse the remaining balance of the Plan GFIF in a single lump sum.

- iii. **Valuation.** AdvisorTrust Withdrawals will be paid out at Book Value as described in this Plan GFIF Rider.
- iv. **Governance.** AdvisorTrust Withdrawals are defined and governed in accordance with the terms of the Addendum except as modified by this Item G.

H. Compensation.

Standard will pay AdvisorTrust certain fees set forth below in consideration of administrative services provided with respect to the Investment Fund in the Plan. Such fees are for administrative services only and are not in payment for investment advisory, marketing, or distribution services. Such amounts will be retained by AdvisorTrust and will not be used to offset amounts due to AdvisorTrust under the Custodial Agreement or any other agreement for services to the Plan.

Investment Fund	CUSIP	TICKER	Annual Fee to AdvisorTrust
Guaranteed Fixed Interest Fund III - AdvisorTrust	853528255	XGFA3	50 bps
Guaranteed Fixed Interest Fund VI - AdvisorTrust	853528214	XGFA6	100 bps
Guaranteed Fixed Interest Fund R - AdvisorTrust	853528198	XGFAR	150 bps