



Qualified Retirement Plan Custodial Services Agreement

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Qualified Retirement Plan Custodial Services Agreement

This Agreement is made by, between, and among the employer identified in Section 12 of this Agreement (the "Employer"), the trustee(s) identified in Section 12 of this Agreement and any substitutes for or successors to such trustee(s) (the "Trustees"), and FOLIO*fn* Investments, Inc. ("FOLIO*fn*").

The Employer, the Trustees, and FOLIO*fn* mutually agree as follows:

SECTION 1 - THE PLAN AND THE TRUST.

The Employer has adopted an employee benefit plan (the "Plan") for the benefit of its employees. Any change in the name of the Plan, and any merger of the Plan with any other employee benefit plan, shall not affect this Agreement.

The Trustees are the trustees of some or all of the assets of the Plan.

FOLIO*fn* has been engaged to provide brokerage services with respect to some or all of the assets of the Plan pursuant to the Folio Advisor Institutional Agreement by and between FOLIO*fn* and the investment advisor of the Plan and related Customer Agreement(s) by and between FOLIO*fn* and the Plan, acting for itself on the duly authorized agent (such Institutional Agreement and related Customer Agreements to be referred to hereinafter collectively as the "Related Agreements").

SECTION 2 - THE CUSTODIAN.

The Trustees hereby appoint FOLIO*fn* as the custodian of the property delivered to FOLIO*fn* hereunder for deposit to the Custodial Account established pursuant to this Agreement (the "Account") and as the custodian of any property that is attributable thereto and actually received by FOLIO*fn*, such as any gains or income thereon and any property in which such gains or income are reinvested.

SECTION 3 - MANNER OF CUSTODY.

All right, title, and interest in and to the property held in the Account shall at all times be vested in the Plan, acting through the Trustees. All property held in the Account shall be kept with the same care as FOLIO*fn* exercises in respect of its own assets. FOLIO*fn* shall be authorized to hold or permit the holding of such property (i) in its vaults, (ii) with a clearing and/or depository corporation, or (iii) in bearer form so that title may pass by delivery. FOLIO*fn* shall promptly, upon receiving the Trustees' written direction, cause any securities held hereunder to be reissued in its own name as Custodian for the Account or in the name of the Trustees, but FOLIO*fn* shall be entitled to deduct any costs and taxes associated with the foregoing from the property in the Account. FOLIO*fn* shall make distributions from the Account only in accordance with written or mutually agreed upon electronic directions it receives from the Trustees or their designee(s).

SECTION 4 - DUTIES OF THE CUSTODIAN.

FOLIO*fn*'s sole duty under this Agreement is to maintain custody of the property held in the Account and to carry out directions given to it in accordance with this Agreement and the Related Agreements. FOLIO*fn* shall in no way act as or be considered a fiduciary with respect to the Plan.

FOLIO*fn* will deliver all trade confirmations, monthly statements and other required regulatory notices electronically. Pursuant to the Related Agreements, FOLIO*fn* will deliver trade confirmations only to your advisor. The Trustees will receive email notices that the account statements and all other required regulatory notices are available for viewing or printing from the account's filing cabinet on our Web site. You agree that these email notices constitute delivery of these statements and notices, and that email notice to your advisor satisfies our confirmation delivery obligation.

FOLIO*fn* shall have no responsibility for the management and control of the Account, it being contemplated that all property held in the Account shall be under the control or direction of a third party in accordance with this Agreement and the Related Agreements. FOLIO*fn* shall not be responsible for reviewing reports provided by any investment manager or investment advisor engaged under the Plan.

FOLIO*fn* shall have no duty to demand or require that contributions be made to the Plan, nor shall FOLIO*fn* be liable to determine the amount of any contributions to the Plan or the adequacy of such contributions to meet or discharge any liabilities under the Plan. FOLIO*fn* shall not be responsible for the adequacy of the Account to discharge the Plan's liabilities.

FOLIO*fn* shall not be responsible for managing or investing the assets in the Account, shall be under no duty under this Agreement to, and shall not, supervise, recommend, or advise the Trustees or any investment manager or any participant or beneficiary with respect to the investment, purchase, sale, retention, or other disposition of any property held hereunder and shall not be liable for any losses to the Account as a result of the acts or omissions of the Trustees or any investment manager to or participant or beneficiary of the Plan or any duly authorized agent(s) of the foregoing. FOLIO*fn* shall not be liable for interest on any cash balances it holds uninvested in the Account pending receipt of instructions. In the absence of instructions in accordance with the Related Agreements, FOLIO*fn* shall have no power, duty, or authority to invest property held in the Account.

FOLIO*fn* shall have no power or duty to recommend, select, or approve investments for the Account or otherwise to furnish advice with respect thereto. FOLIO*fn* shall have no power or duty to review any investment or reinvestment made in accordance with the Related Agreements. In acting upon any instruction of the Trustees, FOLIO*fn* shall not be required to ascertain whether the Trustees properly gave such instruction or whether such instruction was lawful or otherwise permissible. FOLIO*fn* shall not be responsible for property paid or delivered to any person upon the written direction of the Trustees. FOLIO*fn* shall have no power or duty to prepare income tax returns or financial or other reports for the Plan and no power or duty to determine the rights of participants, beneficiaries, or other persons under the Plan. Without limiting the generality of the foregoing, in the case of any transaction in accordance with this Agreement or the Related Agreements, the party giving the instructions to FOLIO*fn* shall have the entire responsibility for assuring that the transaction does not violate the prohibitions of any applicable federal or state law or court order or judgment affecting the administration of the Plan and/or Account.

SECTION 5 - PLAN ADMINISTRATION.

FOLIO*fn* shall not be the administrator or a fiduciary of the Plan, and shall not be responsible for any aspect of the administration of the Plan. FOLIO*fn* shall not be required to look into any action taken by the Employer or the Trustees or any of their duly authorized agents and shall be fully protected in taking, permitting, or omitting any action on the basis of any instructions that it receives in accordance with this Agreement and the Related Agreements.

SECTION 6 - AMENDMENT.

The Employer, the Trustees, and FOLIO*fn* jointly reserve the right to amend this Agreement by written instrument executed by all three parties at any time upon mutually acceptable terms.

SECTION 7 - TERMINATION.

This Agreement shall automatically terminate upon the expiration or termination of the Related Agreements.

Upon the termination of this Agreement, FOLIO*fn* shall deliver the property then in the Account to the Trustees in accordance with such written directions as it receives from the Trustees or their duly authorized agent; provided that FOLIO*fn* shall have the right to deduct from such property any costs (including taxes) incurred delivering such property.

SECTION 8 - LIMITATION OF FOLIO*fn*'s LIABILITY.

FOLIO*fn* may rely upon any and all directions or instructions reasonably believed by it to be genuine and shall be fully protected in acting in accordance therewith. The Employer shall indemnify and hold FOLIO*fn* harmless against any loss, cost, claim damage, expense, and liability (including attorney's fees) and other costs it may incur directly or indirectly resulting or arising from acting upon such directions or instructions. Except for gross negligence or willful misconduct, FOLIO*fn* shall incur no liability for any act or failure to act pursuant to this Agreement.

SECTION 9 - CUSTODIAL FEES.

The fees due to FOLIOfn shall be solely those specified by the Related Agreements.

SECTION 10 - ARBITRATION.

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d) The arbitrators do not have to explain the reason(s) for their award.
- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. All controversies between or among the parties hereto shall be settled through arbitration as provided for by the Financial Industry Regulatory Authority. Any judgment resulting from arbitration may be entered by any court of competent jurisdiction.

SECTION 11 - MISCELLANEOUS.

- a) No Liability for Actions of Others. FOLIOfn shall not be responsible for any act or omission of the Employer, the Trustees, or any other party under the Plan. FOLIOfn shall be under no duty to inquire into any rule, regulation, instruction, direction, or order purporting to have been issued by the Employer or the Trustees or any of their respective agents, or any other party that the Related Agreements authorize to instruct FOLIOfn.
- b) Assignment. This Agreement is not assignable without the prior written consent of all of the parties hereto, except that FOLIOfn may assign its rights and obligations under this Agreement to an affiliate that it controls or to an affiliate that is controlled by or under common control with FOLIOfn.
- c) No Implied Duties. The duties and obligations of FOLIOfn shall be determined solely by the express provisions of this Agreement, and no implied duties, obligations, or covenants shall be implied or read into this Agreement with respect to FOLIOfn.
- d) Property. As used in this Agreement, "property" means cash, bonds, stocks, options, warrants, rights, notes, certificates of deposit, commercial paper, property (real, personal, or mixed), or any other investments of any kind or nature, and any interest, beneficial or otherwise, in a common, collective, or commingled trust or fund of any kind.
- e) Survival. The provisions of Sections 8 and 10 and this Section 11 shall survive the termination, amendment, or restatement of this Agreement.
- f) Governing Law. The internal laws of the Commonwealth of Virginia, without regard to its choice of law provisions, shall govern this Agreement and its enforcement.
- g) Entire Agreement. This Agreement constitutes the entire agreement among the parties concerning the subjects covered herein and supersedes any previous agreements concerning such subjects.

Form continued on next page

SECTION 12 - EXECUTION

This Agreement shall be executed in counterparts, each of which shall be deemed an original.

This Agreement contains a predispute arbitration clause located on page (4) of this agreement.

IN WITNESS WHEREOF, the Employer, acting through its duly authorized representative, agrees to be bound by the terms of this Agreement.

Employer's Title: _____

Employer's Address: _____

Business Title: _____

Print Name: _____ Date: _____

IN WITNESS WHEREOF, the Trustees, acting through their duly authorized representative, agree to be bound by the terms of this Agreement.

Trustee's Name: _____

Trustee's Address: _____

By (Signature): _____

Business Title: _____

Print Name: _____ Date: _____

IN WITNESS WHEREOF, FOLIOfn Investments, Inc., acting through its duly authorized representative, agrees to be bound b this Agreement.

FOLIOfn Investments, Inc.
8180 Greensboro Drive, 8th Floor
McLean, VA 22102

By (Signature): _____

Business Title: _____

Print Name: _____ Date: _____