

«First Name» «Last Name»
«ADRS1LINE»,
«CITY», «STATE» «ZIP»

Important Information: Keep with your General Terms and Conditions

Dear Valued Client,

There has been an update to the General Terms and Conditions – please retain this notice. This communication is simply intended to notify you of the updates; you are not required to take any action. If you have any question or concerns, please do not hesitate to contact your financial advisor or call E*TRADE Advisor Services at (303) 705-6000.

The following changes have been made to the E*TRADE Advisor Services General Terms and Conditions.

Section 1 New Account Information, on page 1 of the prior version, has been revised to read as follows:

To help the government fight the funding of terrorism and money-laundering activities, federal law requires E*TRADE Savings Bank, a federal savings bank (“Custodian” or “E*TRADE Advisor Services”), to verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, Custodian requires this information for any person(s) authorized to effect transactions in an account. Your account may be restricted and/or closed if Custodian cannot verify this information. Custodian will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information or from any restriction placed upon, or close of, your account. Custodian reserves the right to decline any Account Application, to terminate any Account at any time and to decline to provide any service, in each case, in its sole discretion.

Section 2: Terms and Conditions (Account Agreement), on page 1 of the prior version, has been revised to read as follows:

You hereby request that Custodian open a custodial account (the “account”) in the name(s) listed as account owner(s) (individual or joint “Owner”, “Participant” or “you”) on the Custodian account form (“Application”). The Owner will select an investment advisor (“Investment Advisor”) as indicated on the Application to manage the assets in the account. Any Investment Advisor is, and shall be, an agent of Owner and shall not constitute an agent of Custodian. The Owner selects Custodian to furnish system and account service to Owner on the terms and conditions hereinafter set forth.

Owner acknowledges that this agreement (“Agreement”), consisting of these terms and conditions and such other supplements, additions and any policies referenced herein to the extent applicable based on Owner’s selections on the Application, including all schedules, exhibits and the Application, sets forth the terms and conditions under which Custodian will establish and maintain one or more accounts on behalf of Owner and shall govern Owner’s relationship with Custodian, including all transactions between Custodian and Owner and all products and services now or in the future offered through Custodian or its affiliates, beginning on the date the account is opened. Such supplements may include the following:

- IRA, ROTH IRA, and Simple IRA Plan Agreement
- SEP IRA Employer IRS Plan Document Solo(K) Adoption Agreement
- Solo(K) Supporting Plan Documentation
- E*TRADE Cash Account Program Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Custodian agree with each other as follows:

Item 1 Compliance with Laws, on page 1, has been added and reads as follows:

You agree to comply with applicable law, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control. You may not use your account or Custodian's services for any illegal activity. You agree to indemnify, defend and hold Custodian harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by Custodian due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or Custodian's) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. Custodian is not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Item B Preparation of Statements and Reports, on page 1 of the prior version, has been revised to read as follows:

Custodian shall provide Owner and, the Investment Advisor, with periodic statements of account activity and fee billings. In addition, owner authorizes Custodian to provide additional statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist Owner and Investment Advisor in the monitoring of the account, but Custodian has no duty, and expressly disclaims any duty, to supervise or monitor the account or the actions of Owner or the Investment Advisor. Custodian may deliver documents either through the U.S. Mail or, if Owner consents, through electronic delivery, which shall be subject to Custodian's Electronic Delivery Disclosure and Consent. Owner shall consent for electronic delivery of documents in accordance with Custodian's Electronic Delivery Disclosure and Consent Policy. Notwithstanding Owner's selection of delivery, Custodian may, at its discretion, deliver any documents through U.S. Mail or express delivery.

Item E Transactions, on page 2 of the prior version, has been revised to read as follows:

Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes Custodian to accept all investment instructions from the Investment Advisor without any confirmation or verification from Owner and acknowledges that more than one party may be authorized to request purchases, redemptions and exchanges on the account. Owner acknowledges that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, Custodian is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions. Custodian is authorized to collect for the account all interest and other payments of income or principal pertaining to assets held in the account, and to hold, invest, disburse, or otherwise dispose of any and all assets of the account upon the direction of Owner or their authorized party. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of Owner or their authorized party. All sales and all purchases of securities or other investments made for the account by Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing the Investment Advisor, have the power to make all trades through any broker/dealers Custodian selects (including affiliates) and shall, in any case, have the power to perform any and all other acts that Custodian may deem necessary or appropriate in connection therewith (including paying commissions). Custodian may aggregate contemporaneous transaction orders, although Custodian's records will be kept on an account-by-account basis. Custodian shall have no responsibility for investment decisions of any party with respect to the account and the investments therein, and Custodian shall not be liable for any losses attributable to any investments

Item F Disbursements, on page 2 of the prior version, has been revised to read as follows:

Custodian shall make disbursements from the account as and when instructed in writing by Owner or representative authorized by Owner and, if required, any applicable employer, plan sponsor or its delegate or authorized representative. Owner hereby authorizes Custodian to pay investment advisory fees from the account as and when billed by the Investment Advisor. Custodian may be paid from the account as specified in Paragraph 2 below or directly by the Investment Advisor for custodial services it is providing hereunder

Item G Proxies on page 2 of the prior version has been revised to read as follows:

Custodian will facilitate the delivery of all proxies and accompanying materials solicited by any entity, and all prospectuses issued by any company whose securities are held in the account. Shareholder communications will be provided to Owner within a reasonable period of time after the receipt of such shareholder communications by Custodian unless otherwise directed in writing either by Owner or Investment Advisor. Either Owner or Investment Advisor will have the sole responsibility for voting and/or

executing all proxies. Custodian shall be under no duty to determine how, or if, proxies are voted or to take any other action in connection with any shareholder communication. Custodian will be under no obligation to forward or return any other corporate material received on behalf of the account unless required by law except to the extent outlined in this section

Item I Your ability to withdraw funds, paragraph three Determining the Availability of a Deposit on page 3 of the prior version has been revised to read as follows:

Determining the Availability of a deposit. The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 4 p.m. ET on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after that hour or on a day, we are not open, we will consider that the deposit was made on the next business day we are open.

Item J Substitute Checks and Your Rights – Important Information About Your Account on page 4 has been added and reads as follows:

What is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are Your Rights Regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$5,000 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do You Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, you must send a written notice to us at E*TRADE Advisor Services P.O. Box 5158 Englewood CO 80155-5158. You must write to us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Item K Account Transfers, on page 4 of the prior version, has been revised to read as follows:

Account transfers requested, unless otherwise indicated, are to be done in-kind to Custodian. Custodial Fees applicable to account transfers are set forth in the fee schedule provided by the Investment Adviser. Owner understands that to the extent any assets in the account are not readily transferable, such assets may not be transferred within the time frames required by rules of the designated examining authority. Owner authorizes a partial transfer of all eligible assets be processed in the event that one or more of the assets requested to be transferred is deemed ineligible for custody at Custodian, as determined in Custodian's sole discretion. Unless instructed otherwise, Owner authorizes Custodian to liquidate any non-transferable proprietary money market fund assets that are part of the account and transfer the resulting credit balance to Custodian. Owner authorizes Custodian to deduct any outstanding fees due to Custodian or the Investment Adviser from the credit balance in the account. If the account does not contain a credit balance, or if the credit balance in the account is insufficient to satisfy any outstanding fees due, Owner authorizes Custodian to liquidate the assets in the account to the extent necessary to satisfy the obligation. If certificates or other instruments in the account are in physical possession, Owner instructs Custodian to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable Custodian to transfer them in its name for the purpose of sale, when and as directed by Owner. Owner understands that upon receiving a copy of this transfer instruction, Custodian will cancel all open orders for the account on Custodian's books. Owner understands that he/she will be contacted with respect to the disposition of any assets in the account that are non-transferable. Owner understands that cost basis information will be provided by the current custodian. Custodian is not able to guarantee the accuracy of such cost basis data. Owner is responsible for notifying the financial advisor or Custodian if the information provided is not accurate. Note: Mutual Fund dividend and capital gains will automatically reinvest if eligible.

Item 2 beginning with "In consideration for the services...", on page 5 of the prior version, has been renumbered and revised to read as follows:

1. In consideration for the services provided by Custodian as described in this agreement, Owner agrees to pay Custodian fees and reimbursement for expense for service rendered and any extraordinary expenses of the account, including legal, appraisal and other fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) and to liquidate assets to pay for such fees. Custodian and any selected Investment Advisor have entered into a separate arrangement that details fees to Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to Owner upon request a schedule of the fees Custodian charges for the services provided under this Agreement. Custodian reserves the right to modify the schedule of fees.

Item 6 beginning with "Except as otherwise set forth herein...", on page 6 of the prior version, has been renumbered and revised to read as follows:

5. Except as otherwise set forth herein, this Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least 30 days before the termination date specified in such notice or on such earlier date as may be mutually agreed upon. In the event of any such termination, Custodian will deliver to Owner or as directed by Owner, or to any person to whom delivery may be ordered by any court having jurisdiction, a final accounting and any assets that it may hold pursuant to this Agreement, after deducting from the amount of any fees payable to Custodian under the terms of this Agreement or fees due to the Investment Adviser. (If no cash is available to pay fees due Custodian may sell assets for cash in order to pay fees due.) Upon such termination, Custodian and Owner agree to cooperate with each other in the orderly transition of assets and account maintenance responsibilities.

Item 16 beginning with "If any provision contained...", on page 10 of the prior version, has been renumbered and revised to read as follows:

15. If any provision contained in the Agreement conflicts with any IRS, FDIC, SEC, OCC, FINRA, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.

Section 3: Truth in Savings Disclosure, on page 12 of the prior version, has been revised to read as follows:

SECTION 3: Truth in Savings Disclosure

An institutional account is defined as an account that is managed by an investment advisor who has an agreement with Custodian.

VARIABLE RATE. At Custodian's discretion, interest rates and annual percentage yields may change at any time and may fluctuate on a daily or even intraday basis. Interest rates may vary from rates made available to other customers. Contact Custodian's client service department for current interest rates.

COMPOUNDING AND CREDITING. Interest will be compounded daily. Interest will be credited to your account monthly.

EFFECT OF CLOSING AN ACCOUNT. If you close your account before interest is credited, you will not receive the accrued interest.

BALANCE COMPUTATION METHOD. Custodian uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

ACCRUAL OF INTEREST ON NON-CASH DEPOSITS. Interest begins to accrue no later than the business day Custodian receives credit for non-cash items (for example, checks.)

TRANSACTION LIMITATIONS. Withdrawals from IRA and qualified retirement plan accounts are subject to IRS and ERISA distribution regulations.

FEES. If applicable, investment advisory fees, custodial fees, etc. may be charged against your account. (See your investment advisory agreement for fee information.)

Section 4: Electronic Document (e-Delivery) Policy, on page 12 of the prior version, has been revised to read as follows:

SECTION 4: Delivery of Account Communications

All Account Communications for products, services and accounts (jointly, "Accounts," and, individually, "Account") offered by Custodian, including Accounts available or accessible through www.trustamerica.com, will be delivered to you in paper form unless you:

- Elect to receive electronic delivery when you first log in to Custodian’s Liberty platform, or
- Subsequently change your delivery preferences by logging in to your account or by calling Custodian at 303-705-6000 between 6:00 AM and 5:30 PM Mountain Time.

"Account Communications" means all account statements, trade confirmations, notices, disclosures, regulatory communications (including, prospectuses, proxy solicitations, and the Privacy Statement and any updates thereto), and other information, documents, data, and records regarding the Account (including updates to your account agreement) delivered or provided to the Account holder by Custodian and other parties.

Section 6 Client Privacy Policy the definition of Affiliates, on page 18 of the prior version, has been revised to read as follows.

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • E*TRADE Advisor Services affiliates include companies with the E*TRADE name: E*TRADE Financial Corporation, E*TRADE Securities LLC, E*TRADE Capital Management, LLC, E*TRADE Futures LLC, E*TRADE Financial Corporate Services, Inc., and E*TRADE Bank. E*TRADE Advisor Services does not share information with affiliates.
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Sincerely,

E*TRADE Advisor Services



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