

Trust Company of America  
Institutional Advisor Services  
**LLC, LLP, LP, GENERAL PARTNERSHIP, or  
INVESTMENT CLUB ACCOUNT APPLICATION**



## General Instructions

Use these instructions to complete the LLC, LLP, General Partnership, or Investment Club Account Application.

**Purpose of this form.** This form is required to open a managed LLC, LLP, general partnership, or investment club account through your designated investment advisor, with Trust Company of America providing custodial services to you and your investment advisor.

**Where to get additional forms.** If additional Trust Company forms are needed, you may either ask your investment advisor or client representative for a copy of the form or download the form online at [www.trustamerica.com/advisor-forms](http://www.trustamerica.com/advisor-forms).

You must **complete all required fields and provide all required additional forms and documentation** to expedite processing and to avoid requests for additional information. The only exceptions are if a section or entry is listed as 'optional' or 'if applicable'.

'Optional' indicates the section or entry is an elective and non-obligatory service or feature. By entering information in an optional section or entry, you are choosing to participate in the service or feature.

'If applicable' indicates the section or entry is required if certain conditions apply. These conditions are outlined in detail in these instructions.

**Print or type all entries.** Print clearly in all CAPITAL LETTERS to complete this application. To type entries, a fillable PDF of this form can be found online at [www.trustamerica.com/advisor-forms](http://www.trustamerica.com/advisor-forms).

**Unknown information.** If information is requested and you do not know where to obtain the requested information, contact your investment advisor or client representative for direction.

## Important New Account Information

To help the government fight the funding of terrorism and money-laundering activities, federal law requires Trust Company of America 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, Trust Company requires this information for any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identification documentation is not required. However, Trust Company reserves the right to request identifying documentation in certain circumstances. Your account may be restricted and/or closed if Trust Company cannot verify this information. Trust Company 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. **Note: Residents of Nevada must provide a visible copy of an unexpired driver's license or ID card.**

## Section 1: Account Type

### A. Account Type

Check the appropriate box to indicate the type of account you want to create with this application.

Definitions:

**LLC Account** is an account for a Limited Liability Company whose owners and managers receive the limited liability benefits of an S Corporation without having to conform to the S Corporation restrictions.

**LLP Account** is an account for a Limited Liability Partnership, which is a business organization that has limited liability for all partners, except for professional negligence of each.

**LP Account** is an account for a Limited Partnership, which is a business organization that has one or more general partners who manage the business and are liable for its debts, and one or more limited partners who invest in the business and have limited personal liability.

**General Partnership Account** is an account for a business organization featuring two or more general partners, without special (limited) partners.

**Investment Club Account** is an account for a group of people who pool their money to make investments. Usually, investment clubs are organized as partnerships and the group decides to make investments based on a majority vote of the members.

## B. Management Type

Check the appropriate box to indicate the management type for this organization. All partners, members, or managers that manage this organization are required to sign the Resolution, Indemnification, and Agreement Section and provide authorized party(ies) in Section 3 that are authorized to act individually and independently on behalf of the organization.

**General partners for LLP, LP, or general partnership.** All general partners must sign the Resolution, Indemnification, and Agreement in Section 9.

**Member-run LLC.** All members must sign the Resolution, Indemnification, and Agreement in Section 10.

**Manager-run LLC.** All managers must sign the Resolution, Indemnification, and Agreement in Section 10.

**Investment clubs.** All members must sign the Resolution, Indemnification, and Agreement in Section 10.

## C. Additional Requirements

This section outlines specific additional documentation requirements to complete an account application for each account type listed above.

*Note: Additional information for account funding, systematic contributions, and systematic distributions may also be required to complete the application.*

**Important:** You must **provide all required information** to expedite processing and to avoid requests for additional information.

**Corporate management company.** If any authorized party, partner, member, or manager is a management company, a Corporate Resolution is required designating the individuals authorized to act on behalf of the management company.

*Note: Trust Company of America reserves the right to request additional information as required to carry out any instructions including but not limited to transfer or liquidation of securities owned by the account.*

## Section 2: Account Owner

### A. Account Owner

Enter the account owner information for this account.

**Name.** Enter the legal title of the business entity applying for the account.

**Mailing address.** Enter the mailing address for the account statements and account-related correspondence.

### B. Street Address

Check the 'Mailing Address Is The Business Street Address' box, if the two addresses are the same. Your business street address must be provided if the mailing address above is a P.O. Box or a mail drop.

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### Section 3: Authorized Party(ies)

#### A. Authorized Party(ies)

Trust Company of America is authorized to follow the individual and independent instructions of any of the authorized party(ies) listed in this section to deliver funds, securities or any other assets in this account to any party or on any authorized party's individual and independent instructions, because, the authorized party so acting has the authority under the terms of the Resolution, Indemnity, and Agreement.

Provide the following information for the party(ies) named in this section.

**Name.** Enter the legal name of the party authorized to act individually and independently on behalf of the organization applying for the account.

**Residential street address.** A residential street address is required for each authorized party. Residents of Nevada must provide a visible copy of an unexpired driver's license or ID card.

**Social security number and date of birth.** The social security number and the date of birth is required for authorized party(ies).

**More than two authorized party(ies).** If there are more than two parties authorized to act individually and independently on behalf of the organization, complete, sign, and provide an "Additional Information Application Addendum" form and check the 'Additional Party Information Form Provided' box at the end of the section

*Note: The authorized party(ies) listed in this section must sign the Account Application in Section 9 and all managing partners, managers, or members must sign the Resolution, Indemnity, and Agreement in Section 10.*

### Section 4: Account Funding

Check the appropriate box(es) to indicate the methods by which this account will be funded. Select all that apply.

**Important:** You must provide all required information and/or documentation to expedite account funding.

**By check.** Make the check payable to Trust Company of America.

**IMPORTANT:** In the memo line on the front of the check, write your new Trust Company of America account number, if available.

**By federal wire.** Notify your investment advisor in advance. Wires may only be sent on or after the account open date.

**By systematic ACH contributions.** Provide systematic ACH contribution and bank information in Sections 5A and 5C.

**Transferring from another custodian or other financial institution.** Complete, sign, and provide a "Transfer Request" form for each transferring account.

### Section 5: Systematic Contribution or Distribution and Bank of Record (optional)

#### A. Systematic ACH Contribution

If you want to set up a systematic ACH contribution from your bank account to your Trust Company of America account, enter the contribution information in Section 5A. Then enter the bank information in Section 5C.

*Note: It takes approximately 7 days from receipt of this form for the systematic contribution to be activated. Systematic contributions will be deposited to models in the account according to the account's model contribution percentages.*

#### B. Systematic Distribution

If you want to set up a systematic distribution from your Trust Company account, enter the distribution information including the distribution method instructions in Section 5B. If the distributions method is by ACH, complete the bank information in Section 5C. *Note: It takes approximately 7 days from receipt of this form for this option to be activated.*

#### C. Bank Information

Check the appropriate boxes if the bank information is for a systematic ACH contribution or ACH distribution and if the bank account is a checking account or savings account. Then either enter your bank information or provide a voided check with the application. If you provide a voided check, check the 'Voided Check Provided' box on the application.

*Note: If you are electing both a systematic ACH contribution and ACH distribution with different bank accounts, complete this section for one election. Then complete and provide a "Systematic Contribution or Distribution Request" form for the other election.*

#### D. Bank of Record for Wiring Instructions

If you would like to provide a bank of record for wiring instructions for non-systematic disbursements from this account, enter your bank account information.

**IMPORTANT:** Wire instructions to a bank different than the designated bank of record may require written instructions signed by an authorized party for this account.

### Section 6: Interested Third Party (optional)

If you would like other individuals to receive copies of your statements, deposit confirmations, or tax forms, enter their information and check the appropriate box(es) to indicate the information you want them to receive.

Examples of interested third parties are tax accountants, attorneys, and other types of personal representatives. *Note: An interested third party is not your investment advisor or your client representative.*

**More than one interested third party.** If you would like to designate additional interested third parties, complete, sign, and provide an "Additional Information Application Addendum" form and check the 'Additional Third Party Information Provided' box at the end of the section.

### Section 7: Electronic Delivery and Statement Family (optional)

#### A. Electronic Delivery

Check the box to consent to e-delivery of statements and other account documents. By consenting to e-delivery of documents you agree to receive any or all required notices through e-delivery as well as your statements.

#### B. Statement Family

Check the appropriate box to either create a new Statement Family or add a new account to a current Statement Family. *Note: If adding to a current Statement Family, provide the account information of the primary account holder.*

**IMPORTANT:** If you have accounts with multiple advisors at Trust Company of America, only the accounts managed by a single investment advisor may be placed in a Statement Family.

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## Section 8: Account Management

### A. Investment Advisor

Enter the name of the advisory firm managing your account. *Note: As the account owner, you are granting the exclusive authority to your investment advisor to direct the investment activities of this account.*

### B. Client Representative

Enter the information for the client representative that is associated with or referring you to the Investment Advisor that will be managing your account.

## Section 9: Signature

It is important for you to read and understand the terms and conditions covering this application before you sign.

### Terms and conditions:

- Resolution, Indemnification and Agreement (Section 10)
- Account Agreement (Section 11)
- Trust Company of America Client Privacy (Section 12)
- Truth in Savings Disclosure – Institutional Client (Section 13)

**Sign and date.** Read over the signature section carefully, then the authorized party(ies) named in Section 3 sign and date the application.

**Signature guarantee.** If you chose to send a distribution check to a third party, you are required to have a Medallion Signature Guarantee. Your bank or financial institution may be able to assist you in obtaining the guarantee. For more information on the Medallion Signature Guarantee Program, visit [www.sec.gov/answers/sigguar.htm](http://www.sec.gov/answers/sigguar.htm).

*Note: A notary seal by a notary public will not be accepted.*

## Section 10: Resolution, Indemnity, and Agreement

All managing partners, managers, or members must sign the Trust Certification, Indemnity, and Agreement.

## Final Checklist

You must complete all required fields and provide all required forms and documentation to expedite processing and to avoid unnecessary requests for additional information.

We recommend you use the following checklist to make sure you have completed the application.

### For all applications:

- Specify account type you are applying for with this application
- Specify management type
- Enter all required account owner information
- Enter authorized party(ies) information
- Provide all account funding details
- Enter your investment advisor's firm name
- Enter your client representative's information
- Read terms and conditions
- Authorized party(ies) sign and date
- All partners, managers and/or members sign and date the Resolution, Indemnity, and Agreement

### If providing a check to fund the account:

- Enter the check amount in Section 4
- Write your new Trust Company of America account number in the memo line on the front of the check, if available

### If transferring assets:

- Complete, sign, and provide a "Transfer Request" form for each transferring account

### If establishing a systematic contribution:

- Complete the information in Section 5A and 5C

### If establishing a systematic distribution:

- Complete the information in Section 5B and 5C

### If establishing a systematic contribution and distribution, and the banks accounts for each are not the same:

- Complete the information in Section 5A and 5C for the systematic contribution
- Complete a "Systematic Contribution or Distribution Request" form for the systematic distribution

### If establishing a bank of record for wiring instructions:

- Complete the information in Section 5D

### If electing optional services or features:

- Enter Interested Third Party information
- Enter Electronic Delivery and Statement Family information

### If enclosing additional information, such as voided check:

- Check the appropriate box(es) indicating additional information is provided

**IMPORTANT:** Organizations should not provide any supporting documentation with the account application, including but not limited to a separate corporate resolution or certification. Trust Company will not review or rely on these documents and have no responsibility to maintain these documents in the account records for the organization. If Trust Company receives the documents for any reason, they will have no responsibility for them.

Return your completed application as instructed by your investment advisor or your client representative. Questions regarding this form should be directed to your investment advisor.

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**SECTION 1: Account Type**

**A. ACCOUNT TYPE**

Select one:

- LLC  GENERAL PARTNERSHIP  
 LLP  INVESTMENT CLUB  
 LP

**B. MANAGEMENT TYPE**

Select one.

- General Partners for LLP, LP, or General Partnership  
 Member-Run LLC  
 Manager-Run LLC  
 Other

If Other, List Management Type

*Note: All of the Partners, Members, or Managers designated as managing this organization are required to sign the Resolution, Indemnity, and Agreement in Section 9.*

**C. ADDITIONAL REQUIREMENTS**

**Corporate Management Company.** Refer to Section 1B in "General Instructions" for additional documentation requirements.

**SECTION 2: Account Owner**

**A. MAILING ADDRESS**

Name of LLC, LLP, Partnership or Investment Club

Mailing Address

City State Zip+4

Federal Tax Identification Number (EIN) *Note: Account will be established with the Tax Identification Number for tax reporting.*

State of Organization Business Phone

Email Address

**B. STREET ADDRESS**

Mailing address is the business street address

Business Street Address (no P.O. Boxes)

City State Zip+4

Trust Company Account Number

**SECTION 3: Authorized Party(ies)**

By signing the Resolution, Indemnity, and Agreement (Section 9), the managing partners, managers, or members hereby certifies that Trust Company is authorized to follow the instructions of the authorized party(ies) listed below and to deliver funds, securities or any other assets in this account to any party or on any authorized party's individual and independent instructions, because, the authorized party so acting has obtained the requisite consent of the organization and has the authority under the terms of the Resolution, Indemnity, and Agreement.

Trust Company of America, a financial institution as defined by the Bank Secrecy Act, uses the information provided below to verify your identity. We may submit the information to a third party service bureau, in which case the information will be compared against their database, we may request from you permission to obtain a credit report or any other means including requesting additional information from you or others. The responses from the above are confidential information and will not be shared with others unless required by law. Please refer to the instructions for completing this application to identify whose information should be provided below.

1. Authorized Party

Authorized Party Name

Residential Street Address

City State Zip+4

Social Security Number Date of Birth

2. Authorized Party

Authorized Party Name

Residential Street Address

City State Zip+4

Social Security Number Date of Birth

Corporate Management Company. One or more managing partners, managers, or members are a corporate management company. A corporate resolution is provided.

Additional authorized party(ies) information provided. *Note: Complete the "Additional Information Application Addendum" form.*

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**SECTION 4: Account Funding**

Select all that apply:

By check. Make the check payable to Trust Company of America.

Check Amount (\$)

**IMPORTANT:** In the memo line on the front of the check, write your new Trust Company of America account number, if available.

- By federal wire. Notify your investment advisor in advance. Wires may only be sent on or after the account open date.  
 By systematic ACH contributions. Provide systematic ACH contribution and bank information in Sections 5A and 5C.  
 Transferring from another custodian or other financial institution. Complete, sign, and provide a "Transfer Request" form for each transferring account.

**SECTION 5: Systematic Contribution or Distribution and Bank of Record (optional)**

*Note: If you are electing both a systematic ACH contribution and ACH distribution with different bank accounts, complete this section for one election. Then complete and provide a "Systematic Contribution or Distribution Request" form for the other election.*

**A. SYSTEMATIC ACH CONTRIBUTION**

**IMPORTANT:** It takes approximately 7 days from receipt of this form for the systematic contribution to be activated.

Amount of Each Contribution (\$)

Month to Begin Contributions (see note above)

Frequency of Contributions

Select one:  Monthly  Semi-annually  Quarterly  Annually

Day of Month to Withdraw Contributions

Select one:  5th  25th

**B. SYSTEMATIC DISTRIBUTION**

**IMPORTANT:** It takes approximately 7 days from receipt of this form for the systematic distribution to be activated.

Amount of Each Distribution (\$)

Month to Begin Distributions

Frequency of Distributions

Select one:  Monthly  Semi-annually  Quarterly  Annually

Day of Month to Withdraw Distributions

Select one:  5th  15th (checks only)  25th

Distribution Method

Select one:

- By ACH to the bank information in Section 5C.  
 By check to the account owner at the address in Section 2.  
 By check to the account owner at the address below.  
 By check to a third party listed below.

Trust Company Account Number

**SECTION 5: Systematic Contribution or Distribution and Bank of Record Continued (optional)**

Payable To (if applicable)

Mailing Address

City State Zip+4

**C. BANK INFORMATION**

Select one:  Bank for systematic ACH contribution  Bank for systematic ACH distribution

Select one:  Checking account  Savings account

Bank Name ABA (Routing) Number

Name on Bank Account

Account Number

Voided check provided in lieu of bank information. *Note: You still need to indicate the type of account above.*

**D. WIRING INSTRUCTIONS FOR BANK OF RECORD (Optional)**

Select one:  Checking account  Savings account

Bank Name ABA (Routing) Number

Name on Bank Account

Bank Account Number

Voided check provided in lieu of bank information. *Note: You still need to indicate the type of account above.*

**IMPORTANT:** Wire instructions to a bank different than your designated bank of record may require written instructions signed by an authorized party for this account.

**SECTION 6: Interested Third Party (optional)**

Select all that apply:  Statements  Deposit confirmations  
 Tax forms

Interested Party Name

Mailing Address

City State Zip+4

Additional interested third party information provided. *Note: Complete the "Additional Information Application Addendum" form.*



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**SECTION 10: Resolution, Indemnity, and Agreement**

In consideration of Trust Company of America opening and/or maintaining an account for the Partnership/LLC/Investment Club, the undersigned partners, managers and/or members represents, warrants and certifies that the representations made in the Resolution are true, complete and accurate.

Each of the party(ies) named in Section 3 has the power under this resolution and applicable law to enter into the transactions and issue the instructions that are made in this account. Such power may include, without limitation, the authority to buy, sell, exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account). Such power may include, without limitation, to delegate to others trading authority within the account, to retain the services of outside professionals such as investment advisors, money managers, counsel, and/or accountants and to pay the fees of such professionals from the assets of this Trust Company of America account.

The undersigned partners, managers and/or members hereby indemnifies Trust Company of America and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts, or other liabilities or costs of defense or settlement (including attorney's fees) arising out of or related to any actual or alleged improper or unsuitable actions taken at such authorized party's instructions in connection with the account established at Trust Company of America.

The representations and obligations stated herein shall survive the dissolution of the Partnership/LLC/Investment Club and the Account Agreement relating to the account with Trust Company of America.

1. Select one:  General Partner  Member  Manager

\_\_\_\_\_  
 Partner/Member/Manager Signature Date

\_\_\_\_\_  
 Print Name

2. Select one:  General Partner  Member  Manager

\_\_\_\_\_  
 Partner/Member/Manager Signature Date

\_\_\_\_\_  
 Print Name

3. Select one:  General Partner  Member  Manager

\_\_\_\_\_  
 Partner/Member/Manager Signature Date

\_\_\_\_\_  
 Print Name

4. Select one:  General Partner  Member  Manager

\_\_\_\_\_  
 Partner/Member/Manager Signature Date

\_\_\_\_\_  
 Print Name

**SECTION 10: Resolution, Indemnity, and Agreement  
 Continued**

5. Select one:  General Partner  Member  Manager

\_\_\_\_\_  
 Partner/Member/Manager Signature Date

\_\_\_\_\_  
 Print Name

6. Select one:  General Partner  Member  Manager

\_\_\_\_\_  
 Partner/Member/Manager Signature Date

\_\_\_\_\_  
 Print Name

7. Select one:  General Partner  Member  Manager

\_\_\_\_\_  
 Partner/Member/Manager Signature Date

\_\_\_\_\_  
 Print Name

**IMPORTANT:** Organizations should not provide any supporting documentation with the account application, including but not limited to a separate corporate resolution or certification. Trust Company will not review or rely on these documents and have no responsibility to maintain these documents in the account records for the organization. If Trust Company receives the documents for any reason, they will have no responsibility for them.

**SECTION 11: Account Agreement**

I hereby request that Trust Company of America, ("Custodian"), a trust company organized under the laws of the State of Colorado and having its principal place of business in Centennial, Colorado, open a custodial account in the name(s) listed as account owner ("Owner") on this Trust Company of America account application ("Application"). The Owner has selected an investment advisor ("Investment Advisor") as indicated on the Application to manage the assets in the account. The Investment Advisor is an agent of the Owner and is not an agent of the Custodian. The Owner selects the Custodian to furnish system and account services to the Owner on the terms and conditions hereinafter set forth.

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:

1. A. Account Record Keeping – Custodian shall maintain the account on its computerized system, which provides within each account cash postings, investment activity, account assets, account contributions and account distribution records.
- B. Preparation of Statements and Reports – Custodian shall provide Owner and Investment Advisor with periodic statements of account activity and fee billings. Custodian shall provide such further statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist the Owner and Investment Advisor in the monitoring of the account but the Custodian has no duty to supervise or monitor the account or the actions of the Owner or the Investment Advisor. Custodian may deliver documents either through the U.S. Mail or if the Owner consents through electronic deliver. Owner consent for

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**SECTION 11: Account Agreement Continued**

electronic delivery of documents includes consent to deliver electronically all written communications including statements, notices, and disclosures. Custodian may, at its discretion, deliver some documents through the U.S. Mail. Owners who consent to electronic delivery will maintain electronic access to receive notices that documents are available including providing a valid email address at all times with the custodian. Owner may request withdrawal consent for electronic delivery at any time either online or in writing.

- C. Confirmations – Confirmations for securities transactions will be provided upon written request by the Owner or the Investment Advisor. Trust Company will provide this information for no additional cost.
- D. Safekeeping of Property – Custodian shall be responsible for the safekeeping of the assets in the account. Custodian shall not have any responsibility for assets contributed to the account until such assets are actually received by Custodian. Legal title to assets in Owner's account shall be held on behalf of Owner in the name of Custodian as nominee. Owner shall continue to be the beneficial owner of such assets, and as such may withdraw such assets from the account, vote any such assets constituting securities or delegate the authority to vote such securities to any other person and proceed directly as a security holder against the issuer of any security in Owner's account without being obligated to join Investment Advisor or Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.
- E. Transactions – Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes the Custodian to accept all investment instructions from the Investment Advisor 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, the 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 the Owner or the Investment Advisor. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Investment Advisor. All sales and all purchases of securities or other investments made for the account by the Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by the Owner or the Investment Advisor, have the power to make all trades through broker/dealers it 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 and Custodian shall not be liable for any losses attributable to investments.
- F. Disbursements – 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 3 of this Section 10 or directly by the Investment Advisor for custodial services it is providing hereunder.
- G. Cost Basis – Original cost basis information for some assets may be provided by you or others and will not have been verified by custodian. Cost basis is defined as original cost, plus any reinvestments, less any sell of assets as adjusted for basis method elected, less any return of capital. The FIFO (first in first out) calculation method will be the default used by custodian unless otherwise elected by owner. In addition,

**SECTION 11: Account Agreement Continued**

custodian will use average basis calculation method for mutual funds and actual basis method for equities/ETF's unless otherwise requested by owner. Reported gains/losses are computed on the identified cost basis. Consult your tax advisor prior to filing your taxes and rely exclusively on the information provided with the Forms 1099 provided by custodian for each year-end.

- H. Proxies – Custodian will facilitate 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 to be mailed to the Owner within a reasonable period of time after the receipt of such Shareholder Communications by Custodian unless otherwise directed in writing either by the 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. The Custodian will be under no obligation to forward or return any other corporate material received unless required by law except to the extent outlined in this section.
- I. Sweep Account – Uninvested cash, the investment of which has not been otherwise directed by the Owner or Investment Advisor, shall be invested in a "sweep account." The sweep account will be a savings account, certificate of deposit, time deposit, or similar investment of the Custodian (or an affiliate of the Custodian) which is insured by Federal Deposit Insurance up to \$250,000 per client. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**
- J. Availability of Funds – Deposits made by check may be held until the Custodian receives notification from the issuing Financial Institution that funds have cleared.
- K. Federal Deposit Insurance – Federal Deposit Insurance, up to \$250,000 per client. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**
2. In consideration for the services provided by the Custodian as described in the first paragraph, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of Custodian, including legal fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) or liquidate assets to pay for such fees. Custodian and Investment Advisor have entered into a separate arrangement which details the source of fee income to the Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to the 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.
3. In addition to the payments under Paragraph 2 of this Section X, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (i) net interest income from the financial institutions into which "sweep account" deposits are made, (ii) 12b-1 fees, directed commissions, sub accounting fees and/or administrative fees from mutual funds in which assets of the account are invested and/or from other persons associated with such mutual funds, and (iii) securities broker/dealer commissions for executing trades of securities.
4. Owner will provide Custodian with any information Custodian may require in order to properly carry out its duties hereunder. Trade summaries, statements of account activity and fee billings and other reports shall be promptly reviewed by the person to whom sent and Custodian shall not be responsible for any discrepancies that are disclosed on such summaries, statements or reports unless the Custodian is notified within 10 days from the date mailed of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian's conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from the Owner, or Investment Advisor or for failing

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**SECTION 11: Account Agreement Continued**

to undertake any act due to the absence of such instructions. Owner agrees to indemnify and hold Custodian harmless from and against any liabilities and expenses (including, without limitation, reasonable attorney's fees) arising out of or in connection with this Agreement (so long as Custodian's acts did not constitute gross negligence or willful misconduct).

5. This Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least thirty 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 which it may hold pursuant to this Agreement, after deducting there from the amount of any fees payable to Custodian under the terms of this Agreement (if no cash is available to pay fees due and Owner does not pay such fees within twenty days after notice from Custodian, 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.
6. Custodian shall not be obligated to commence or defend any legal action of Owner unless Custodian agrees thereto and Custodian is fully indemnified in connection therewith. Any associated legal fees will be the responsibility of the account owner.
7. All notices, instructions and other communications shall be in writing (or if verbal, followed promptly by written documentation) and shall be hand delivered or sent by first class mail, postage prepaid, or sent by facsimile, to the Custodian's principal place of business. Any party may change its address for notices hereunder by giving notice of such change to the other party.
8. Custodian may conclusively rely on the authenticity of any notice, instructions, or other communication received by it from Owner or the Investment Advisor so long as Custodian, acting in good faith, believes the notice, instruction, or communication to be genuine. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
9. It is mutually understood and agreed that this Agreement and all duties, obligations and rights created thereby shall be governed by the laws of the State of Colorado, applicable to contracts made and to be performed in that state.
10. Any controversy, claim or dispute arising out of or relating to this Agreement or any action taken pursuant to the Agreement or the performance, nonperformance, enforcement, operation or breach thereof shall be settled by arbitration in accordance with the rules then pertaining of the American Arbitration Association. Such arbitration proceedings shall take place in Denver, Colorado, and judgment upon award rendered may be entered in any court having jurisdiction thereof.
11. Any Investment Advisor advertisement appearing on Custodian's written materials, including Investment Advisor logos, is solely for the purpose of identification and clarification, and does not denote any affiliation or partnership. Further, Owner acknowledges that the Investment Advisor has disclosed to the Owner Custodian's fees and Investment Advisor's fees of which fees may be used to pay Custodian Fees. In the event of termination of the Service Agreement between Custodian and your Investment Advisor, these fees will be charged to the Owner.

**SECTION 11: Account Agreement Continued**

12. Custodian may modify or amend this Agreement upon 30 days' prior written notice to the Owner, but no such modification or amendment will affect obligations incurred by the Owner or the Investment Advisor prior to the effective date of such modification or amendment.
13. If any provision contained in the Agreement conflicts with any IRS, FDIC, NASD, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.
14. Custodian may execute credit/debit transactions in the account via Automated Clearing House (ACH) credit/debit and origination of ACH transactions by owner will comply with the operating rules of the National Automated Clearing House Association (NACHA). Corporate account owners not subject to the Electronic Fund Transfer Act authorize the Custodian to execute credit/debit transactions in the account per the Uniform Commercial Code Article 4A as well as the operating rules of NACHA.
15. Owner acknowledges that this agreement and all transactions executed in the account shall be subject to all applicable federal and state laws and regulations, and the rules and regulations of the exchange, market or clearinghouse where such transactions are executed.

**SECTION 12: Trust Company of America Client Privacy**

Trust Company of America (Trust Company) does not disclose any non-public information about you to non-affiliated third parties unless:

- Authorized by you;
- To protect the confidentiality or security of our records pertaining to you, service, product, or transaction;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- To persons holding a legal or beneficial interest relating to you;
- To persons acting in a fiduciary or representative capacity on behalf of you;
- To respond to judicial process or government regulatory authorities;
- To comply with Federal, State, or local laws, rules and other applicable legal requirements; and
- To comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by Federal, State, or local authorities.

Trust Company collects non-public information from:

- You on applications or other forms;
- Information about your transactions with our affiliates, others, or us.

If you decide to close your account(s) or become an inactive client, we will adhere to the privacy policies and practices as described in this notice.

Trust Company restricts access to your personal and account information to persons who provide products or services to you. Trust Company maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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**SECTION 13: Truth in Savings Disclosure – Institutional Client**

An institutional account is defined as an account that is managed by an investment advisor who has an agreement with Trust Company of America.

**VARIABLE RATE.** At our discretion, interest rates and annual percentage yields may change. Contact our 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.** We use 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 we receive credit for non-cash items<sup>1</sup> (for example, checks.)

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

**FEES.** No fee is imposed to provide the cash deposit feature of your account, but if applicable, investment advisory fees, custodial fees, etc. may be charged against your account. (See your investment advisory agreement for fee information.)

<sup>1</sup> Item is defined in the Uniform Commercial Code as “an instrument or a promise or order to pay money handled by a bank for collection or payment.”

**-End of Form-**