Commerce Funds



403(b) APPLICATION

Instructions for Opening Your Account

New Accounts

If you are opening a 403(b) Account, please review this booklet and complete the Commerce Funds 403(b) Application.

403(b) Transfers

If transferring assets directly from a 403(b) Account at another financial firm to a 403(b) Account at The Commerce Funds, **complete the Commerce Funds 403(b) Transfer Form and attach it to your Application.**

Fees

The annual fee for this Commerce Funds 403(b) Account is $15. If you wish to pre-pay this amount, **enclose a check payable to "UMB Bank, n.a. FBO [Your Name] 403(b)."** If not prepaid, the Fund(s) will automatically deduct the $15fee from your account at year-end (usually in December), and every year thereafter. If you terminate your account prior to year-end,the $15 fee will automatically be deducted from your account.

Return the completed Application and Form(s), with your check(s), to:

The Commerce Funds
c/o SS&C Global Investor & Distribution Solutions, Inc.
P.O. Box 219525
Kansas City, MO 64121-9525

Or for overnight mail to:

The Commerce Funds
c/o SS&C Global Investor & Distribution Solutions, Inc.
330 West 9th Street, First Floor Poindexter Building
Kansas City, MO 64105

For more detailed information call The Commerce Funds at 1-800-995-6365.

Note:

Additional information regarding 403(b) plans may be obtained from the Internal Revenue Service's Publication 571 at www.irs.gov.

COMMERCE FUND SELECTION

Fund Name	Fund Number
Bond	333
Growth	337
Kansas Tax-Free Intermediate Bond	1399
MidCap Growth	339
Missouri Tax-Free Intermediated Bond	335
National Tax-Free Intermediate Bond	334
Value	346
MidCap Value	1549

Commerce Funds 403(b) Application

THE COMMERCE FUNDS
c/o SS&C Global Investor &
Distribution Solutions, Inc.
P.O. Box 219525
Kansas City, MO 64121-9525

CUSTOMER IDENTIFICATION PROGRAM

Important Information About Procedures for Opening A New Account

To help the government fight the funding of terrorism and money laundering, Federal Law requires all financial institutions to obtain, verify and record information that identifies each registered owner of an account. In some cases, The Commerce Funds may also take additional steps to verify the identities of individuals with authority or control over the registered owner, including person(s) able to effect securities transactions on behalf of the registered owner.

What this means for you: When you open an account, the Funds will ask for the registered owner's name, address, and identification number and other information that will allow us to identify the registered owner, and the Funds may ask for similar information regarding individuals with authority or control over the registered owner. The Funds may also ask to see government-issued identifying documents.

To the extent permitted by applicable law, The Commerce Funds reserves the right (i) to place limits on transactions in any account until the identity of the investor is verified, or (ii) to refuse an investment in the Funds, or (iii) to involuntarily redeem an investor's shares and close an account in the event that the Funds are unable to verify an investor's identity.

This Application and the UMB Bank, n.a. 403(b) Account Agreement are the legal documents governing your 403(b) Account.

1 EMPLOYEE INFORMATION *Please type or print.*

First Name | M.I. | Last Name

Residential Street Address | Apartment # | Date of Birth (/ /)

City | State | Zip Code (-)

Mailing Address (If mailing address is a post office box, a street address is also required by the USA Patriot Act.) | Apartment #

City | State | Zip Code (-)

Social Security Number (- -) | Daytime Phone (- -) | Evening Phone (- -)

☐ **NAV Purchases (i.e., waiver of sales load)** As described in the prospectus, certain classes of account holders are eligible to purchase service shares of The Commerce Funds at net asset value. If you fall into any of these eligible categories, please state the reason below:

Reason for NAV purchase _____

2 EMPLOYER INFORMATION (REQUIRED)

Company Name

Street Address

City | State | Zip Code (-)

Contact Person | Telephone (- -)

CONTINUED ▶

3 COMMERCE FUNDS FUND SELECTION

The minimum initial investment is $200 per fund. ***Please see the Fund Selection Guide on the inside back cover. Fund names and numbers must be entered. Please select carefully.***

Fund Name	REQUIRED: Fund Number	Amount	Or Percent*
		$, .	%
		$, .	%
		$, .	%
		$, .	%

**Whole percents only. Must total 100%.*

Total Contribution Amount $, , . Tax Year

Annual Custodial Fee: ***$15.00*** *(automatically deducted from your account, if not paid by separate check).*
Make checks payable to "UMB Bank, n.a. FBO [Your Name] 403(b)."

4 TELEPHONE EXCHANGE

Unless otherwise indicated, Telephone Exchange Privileges are automatically included as a feature of your Commerce Funds 403(b).

☐ I DO NOT want the Telephone Exchange Privilege.

5 BENEFICIARY DESIGNATION

☐ I have listed additional beneficiaries on the attached Optional Services Form.

I revoke all prior beneficiary designations, if any, made by me for these assets. If I am not survived by any designated beneficiary, my beneficiary shall be my estate. Reserving the right to revoke or change this beneficiary designation at any time by written notice to the Custodian, I direct that all fund accounts held in this 403(b) be distributed upon my death as follows:

Primary Beneficiary

Full Legal Name

Date of Birth / / Social Security Number - - Relationship: ☐ Spouse ☐ Other % if Less Than 100% %

Unless otherwise specified, multiple surviving primary beneficiaries or multiple surviving contingent beneficiaries, as the case may be, will share equally.

Spousal Consent *(This section should be reviewed if the Depositor is married and designates a beneficiary other than the spouse. It is the Depositor's responsibility to determine if this section applies. The Depositor may need to consult with legal counsel. Neither the Custodian nor the Sponsor are liable for any consequences resulting from a failure of the Depositor to provide proper spousal consent.)*

I am the spouse of the above-named Depositor. I acknowledge that I have received a full and reasonable disclosure of my spouse's property and financial obligations. Due to any possible consequences of giving up my community or marital property interest in this IRA, I have been advised to see a tax professional or legal adviser. I hereby consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequence that may result. No tax or legal advice was given to me by the Custodian or Sponsor.

X _____ / / Month Day Year
Signature of Spouse

X _____ / / Month Day Year
Signature of Witness for Spouse

6 EMPLOYEE SIGNATURE

I hereby establish a Commerce Funds 403(b) account, the terms of which are contained in this Application and the UMB Bank, n.a. 403(b) Custodial Account Agreement, and appoint UMB Bank, n.a. as Custodian. I acknowledge that I have received and read the current prospectfor each Fund chosen above. I certify that my social security number listed in Section 1 is correct.

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

You must cross out part (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

X _____ Employee Signature

Month / Day / Year

7 CUSTODIAN ACCEPTANCE

UMB Bank, n.a. accepts appointment as Custodian of the Employee's 403(b) Account subject to the provisions of section 2.1 of the403(b) Custodial Account Agreement. See attached Letter of Acceptance for the signature of an authorized officer of the custodial agent.

8 FINANCIAL ADVISOR

We authorize The Commerce Funds and SS&C to act as our agent in connection with transactions made under this 403(b) Application and agree to notify The Commerce Funds of any purchases made under a Statement of Intent or Right of Accumulation as set forth in the enclosed Optional Services Form.

Rep Name

Rep ID Number

Branch Address

City

State

Zip Code

Branch Number

Rep Phone Number

Dealer Firm Name

X _____ Authorized Signature

Month / Day / Year

DUPLICATE STATEMENTS *(Optional)*

Please provide the name and address of the person to whom you would like duplicate confirms/statements sent.

Name

Address

City

State

Zip Code

Important Notice – The USA PATRIOT Act

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. In some cases, Federal law also requires us to verify and record information that identifies the natural persons who control and beneficially own a legal entity that opens and account.

What this means to you: When you open an account, we will ask for names, addresses, dates of birth and other information that will allow us to identify you and certain other natural persons associated with the account. This information will be verified to ensure the identity of all such natural persons.

Purpose

This form must be completed by the person opening a new account on behalf of a legal entity. For the purposes of this form, a legal entity includes a corporation, a limited liability company, a general partnership, a non-profit and any similar business entity formed in the United States.

Important Notes

This form requires you to provide the name, address, date of birth and Social Security number for the following individuals:

(i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and

(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer)

Section A – Account Information

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person Opening Account:

_____

b. Name and Address of Legal Entity for Which the Account is Being Opened:

_____

Section B – Beneficial Owner(s)

The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Note: Non-profits do not have to complete this section.

Name/Title	**Date of Birth** (mm/dd/yyy)	**Address** (residential or business street address)	**Social Security Number**

Legal Entity Beneficial Ownership Certification Form

Section C – Control Person

The following information for one indicidual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (b) above may also be listed in this section (c)).

Name/Title	**Date of Birth** (mm/dd/yyy)	**Address** (residential or business street address)	**Social Security Number**

Section D – Certification

I, _____(name of natural person opening account), hereby certify, to the best of my knowledge that the information provided above is complete and correct.

Signature_____ Date (mm/dd/yyyy):_____

Rev. 12/10

FACTS	**WHAT DOES THE COMMERCE FUNDS ("COMMERCE FUNDS") DO WITH YOUR PERSONAL INFORMATION?**
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number • account balances • account transactions • assets • transaction history • wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Commerce Funds chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Commerce Funds share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll-free 1-800-995-6365

What we do	
How does Commerce Funds protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We maintain physical, electronic and/or procedural safeguards that comply with federal standards to guard your nonpublic personal information.
How does Commerce Funds collect my personal information?	We collect your personal information, for example, when you: • open an account • make a wire transfer • provide account information • give us your contact information • tell us where to send the money We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Commerce Funds' affiliates include the investment adviser, Commerce Investment Advisors, Inc., and Commerce Bank.*
Nonaffiliates	Companies not related by ownership or control. They can be financial and nonfinancial companies. • *Commerce Funds does not share with non-affiliates so they can market to you. The Funds may share information with non-affiliates that perform marketing services on our behalf.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Commerce Funds may share information with other financial institutions with whom we have joint marketing arrangements who may suggest additional fund services or other investment products which may be of interest to you.*

Commerce Funds 403(b)
Optional Services/Change Request Form

COMMERCE FUNDS
c/o SS&C Global Investor &
Distribution Solutions, Inc.
P.O. Box 219525
Kansas City, MO 64121-9525

1 INVESTOR INFORMATION *Please type or print.*

☐ Please make these changes to my existing 403(b) Account # ☐☐☐☐☐☐☐☐☐☐.
☐ I do not have an existing 403(b) with The Commerce Funds. This form is being submitted with my application.
☐ Check this box if this is a new address.

First Name ☐☐☐☐☐☐☐☐☐☐☐☐ M.I. ☐ Last Name ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Street Address ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Apartment # ☐☐☐☐ Date of Birth ☐☐/☐☐/☐☐☐☐

City ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ State ☐☐ Zip Code ☐☐☐☐☐-☐☐☐☐

Social Security Number ☐☐☐-☐☐-☐☐☐☐ | Daytime Phone ☐☐☐-☐☐☐-☐☐☐☐ | Evening Phone ☐☐☐-☐☐☐-☐☐☐☐

2 QUANTITY DISCOUNT PRICING

As described in the prospectus, your 403(b) contribution may qualify for reduced sales charges on purchases of service shares only. To qualify, please complete the appropriate items below:

☐ **Statement of Intention** Due to a **Transfer,** I intend to invest over a 13-month period in service shares of one or more Commerce Funds an aggregate amount of at least: ☐ $100,000 ☐ $250,000 ☐ $500,000 ☐ $1,000,000

☐ **Right of Accumulation** Cumulative quantity discounts are available if a 403(b) account holder's existing account value, alone or in combination with service shares of other Commerce Funds, totals the requisite aggregate amount as described in the Prospectus and Statement of Additional Information. List below all other Commerce Funds owned. Attach an additional page if necessary.

Fund Name	Account Number
	☐☐☐☐☐☐☐☐☐☐☐☐
	☐☐☐☐☐☐☐☐☐☐☐☐
	☐☐☐☐☐☐☐☐☐☐☐☐

3 403(b) ACCOUNT PRIVILEGES

☐ **Telephone Exchanges** I authorize The Commerce Funds to accept and act upon telephone and fax instructions from any person identifying themselves as owner of the account, or owner's broker, to exchange shares of my account for shares of any other Commerce Fund, in accordance with the prospectus. Commerce Funds and SS&C Global Investor & Distribution Solutions, Inc. will employ reasonable procedures specified by the Fund(s) to confirm that such instructions are genuine. Neither the Fund(s), Commerce Funds, nor SS&C Global Investor & Distribution Solutions, Inc. will be liable for any loss due to unauthorized or fraudulent instructions if such procedures are followed. This privilege may be modified or terminated without notice. I agree to indemnify and hold harmless The Commerce Funds, SS&C Global Investor & Distribution Solutions, Inc. and any Commerce Fund that may be involved against any claim, loss, expense or damage, including reasonable investigation and attorney's fees, in connection with telephone exchanges effected for my account.

☐ **Automatic Exchanges** The originating Fund's balance must be at least $5,000, and the receiving Fund's minimum investment must be met prior to discontinuance of this service. I hereby authorize The Commerce Funds to automatically exchange:

Frequency *(check one)*: ☐ Monthly ☐ Quarterly

Make exchanges on the ☐☐ day of the month (or next business day) beginning ☐☐/☐☐☐☐ (Month / Year) and every month/quarter thereafter. Please note that you can choose automatic exchanges on any day between the 3rd and 26th day of any month.

From:

Fund Name	Fund Number	Account Number	Amount ($50 per draft minimum per Fund)
	☐☐☐☐	☐☐☐☐☐☐☐☐	$☐☐☐,☐☐☐.☐☐

To:

Fund Name	Fund Number	Account Number
	☐☐☐☐	☐☐☐☐☐☐☐☐

4 ADDITIONAL BENEFICIARY INFORMATION *Attach additional sheets if necessary.*

☐ Primary ☐ Contingent

Full Legal Name

Date of Birth ☐☐/☐☐/☐☐☐☐ Social Security Number ☐☐☐-☐☐-☐☐☐☐ Relationship: ☐ Spouse ☐ Other % if Less Than 100% ☐☐%

☐ Primary ☐ Contingent

Full Legal Name

Date of Birth ☐☐/☐☐/☐☐☐☐ Social Security Number ☐☐☐-☐☐-☐☐☐☐ Relationship: ☐ Spouse ☐ Other % if Less Than 100% ☐☐%

☐ Primary ☐ Contingent

Full Legal Name

Date of Birth ☐☐/☐☐/☐☐☐☐ Social Security Number ☐☐☐-☐☐-☐☐☐☐ Relationship: ☐ Spouse ☐ Other % if Less Than 100% ☐☐%

5 SIGNATURE AND AUTHORIZATION

I authorize The Commerce Funds to implement the Optional Services detailed above for my Commerce Funds 403(b) Account.

X _____ ☐☐/☐☐/☐☐☐☐

Employee's Signature Month Day Year

Commerce Funds 403(b) Transfer Form

COMMERCE FUNDS
c/o SS&C Global Investor &
Distribution Solutions, Inc.
P.O. Box 219525
Kansas City, MO 64121-9525

Use this form to authorize The Commerce Funds to initiate a direct transfer of your existing 403(b) to a Commerce Funds 403(b).
(If you are establishing a new Commerce Funds 403(b), complete and attach a Commerce Funds 403(b) Application.)

1 EMPLOYEE INFORMATION *Please type or print.*

First Name | M.I. | Last Name

Street Address | Apartment # | Date of Birth (/ /)

City | State | Zip Code (–)

Social Security Number (– –) | Daytime Phone (– –) | Evening Phone (– –)

2 INSTRUCTIONS TO PRESENT CUSTODIAN OR INSURER *Completed by Employee.*

Custodian/Insurer

Contact

Address

City | State | Zip Code (–)

Phone Number (– –) | Account Number

Please transfer assets of my present 403(b) Custodial Account or Annuity to The Commerce Funds. All assets should be transferred as cash according to the following instructions.

Check one:

☐ Transfer the total asset value/cash surrender value.

☐ Transfer $ _____ and retain the balance.

For partial transfers, indicate which investment(s) are to be liquidated and transferred in a separate sheet and attach it to this form.
Make check payable to UMB Bank, n.a. FBO (insert Employee's Name) 403(b) Account.

3 INVESTMENT INSTRUCTIONS TO UMB BANK, N.A. *Completed by Employee.*

Invest the transferred amount as follows:

Fund Name	Fund Number	Amount	Or Percent*
		$, .	%
		$, .	%
		$, .	%
		$, .	%

**Whole percents only. Must total 100%.*

For help with this form call 1-800-995-6365

CONTINUED ▶

4 INVESTOR AUTHORIZATION

I understand that this transfer will be a tax-free transaction under Internal Revenue Service rules (Revenue Ruling 90-24) as long as the restrictions on withdrawals under my existing 403(b) are no more restrictive than those provided under Section 5.2 of the UMB Bank, n.a. 403(b)Account Agreement. I acknowledge that it is my responsibility to make this determination. I also acknowledge that I have received and read the current prospectus for each Fund chosen above. I certify that the amount transferred does not include any amounts which are required to be distributed to me underthe IRS minimum distribution rules.

X _____ ☐☐/☐☐/☐☐☐☐

Employee Signature — Month Day Year

Signature Guarantee *(If required by current Custodian/Insurer. Please contact them for their requirements.)*

Name of Bank or Dealer Firm ☐☐☐☐

UMB Bank, n.a. Maximum Salary Reduction Worksheet

Check with your employer's benefits or personnel department or business office to see whether they will calculate your maximum salary reduction contribution. Often these departments will calculate an employee's 403(b) salary reduction limit. If not, you may use this worksheet for your own calculation. Read the information following the worksheet first. After completing the worksheet, consult your tax adviser to verify your calculation or answer your questions. The worksheet is based on the tax law rules in effect at the start of 2002. Beginning in 2002, the rules for calculating your 403(b) salary reduction limit are much simpler than they were before. Even so, these rules are still quite complex. Also, the tax laws change often and individual situations can vary. This worksheet and the questions and answers following it are not intended to be tax advice. You are responsible for meeting the tax law limits on contributions to your 403(b) account and excess contributions can result in tax penalties.

To help you, the example demonstrates a typical salary reduction situation and the worksheet provides spaces for your own computations. In the example, a teacher will earn $44,000 in 2002. He will have worked for the employer for 17 years and will be age 57 at the end of 2002. The employer has contributed $35,000 to the employee's account under the employer's 403(b) retirement plan; these are employer contributions, not employee salary reduction contributions. The employer will contribute 10% of his salary ($4,400) to its retirement plan for 2002. In addition, the employee has reduced his salary in prior years by a total of $14,000 for contribution to his own salary reduction 403(b) account. How much can this employee reduce his salary for 2002?

STEP 1 - ERISA LIMIT	**EXAMPLE**	**YOU**
(a) Expected salary for the current year (before reduction for contributions to your 403(b) account)	$44,000	
(b) Expected employer contributions for you for the current year to a 403(b) retirement plan	$4,400	
(c) Subtract (b) from (a); this amount (or $40,000 if smaller) is your ERISA limit	$39,600	

STEP 2 - THE SALARY REDUCTION LIMIT		
(a) Insert the salary reduction maximum that applies to you for the year (this depends on what year it is and whether or not you will be age 50 or older by the end of the year. See the information in Q&A 4 below).	$12,000	
(b) If eligible (see Q+A 5 below), use the increased limit.		
(i) $3,000	$3,000	$3,000
(ii) $15,000 reduced by all increases to the salary reduction limit you used in prior years	$15,000	
(iii) $5,000 times your years of service, minus all salary reduction contributions to a 403(b) account or annuity or to a 401(k) plan in prior years	$71,000	
(iv) Add the regular salary reduction limit (see item (a) above) to the smallest of (i), (ii) or (iii); this is your limit for the year under this step	$15,000	

STEP 3 - MAXIMUM SALARY REDUCTION		
(a) Your ERISA limit (Step 1)	$39,600	
(b) The salary reduction limit for the calendar year (Step 2)	$15,000	
(c) The smaller of (a) or (b). This is your maximum salary reduction for this year	$15,000	

Questions and Answers on Salary Reduction Limits

MAXIMUM CONTRIBUTION

1. What is the maximum salary reduction contribution to my 403(b) account?

The maximum salary reduction contribution you can exclude from your taxable income is the smaller of your "ERISA limit" (Question 2) or your salary reduction limit (Questions 3 to 5).

ERISA LIMITS

2. What are the ERISA limits?

The ERISA limits come from the federal Pension Reform Law ("ERISA").

This ERISA limit is the smaller of:

(a) – your total compensation for the year (before reduction for contributions to your 403(b) account or other salary reduction contributions under any cafeteria or flexible benefits plan or under any 401(k) plan your employer maintains), reduced by

– your employer's expected contributions for you to its 403(b) retirement plan.

- OR -

(b) $40,000 (This $40,000 figure will be indexed for cost-of-living changes using special rules; when actual increases will occur will depend on future inflation rates.)

THE SALARY REDUCTION LIMIT

3. What is the Salary Reduction Limit?

The salary reduction limit is the maximum amount by which you may reduce your taxable compensation for contributions to your 403(b) account. This limit also applies to certain other voluntary salary reduction arrangements such as 401(k) plans. For example, if you also had a job with an employer that maintains a 401(k) plan, your salary reduction with that employer for contributions to your account under its 401(k) plan count against your salary reduction limit for the year. Your salary reductions for contributions to your 403(b) account also count against the salary reduction limit for the year.

4. How much is the salary reduction limit?

This limit applies on a calendar year basis. For 2002, the limit if $11,000. In addition, if you are 50 or older at the end of any calendar year, your salary reduction limit is larger. For 2002, the increase for 50 or older employees is $1,000. Both of these amounts increase over the next several years as shown in the following table.

403(b) ACCOUNT

Maximum Salary Reduction Contribution Limit

Year	Under Age 50	50 or Older
2002	$11,000	$12,000
2003	$12,000	$14,000
2004	$13,000	$16,000
2005	$14,000	$18,000
2006	$15,000	$20,000
2007 and later	Increases in $500 increments based on cost-of-living increases	$5,000 more than the under age 50 limit

This cap applies only to your salary reduction contributions, not to employer contributions for you to a 403(b) retirement plan.

5. Who qualifies for an increased limit?

Congress realized that the salary reduction limit might hurt employees who expected to make larger contributions later in their career in case they had not been able to make the maximum contributions earlier. Therefore, an increased limit is available to some employees.

There are two requirements for an increased limit.

First, your employer must be an educational organization, a hospital, a home health service agency, a health and welfare service agency or a church or association of churches. If you do not work for such an employer, the increased limit is not available to you even though you are eligible for a 403(b) account. Second, you must have 15 or more years of service with your employer.

If you qualify, your salary reduction limit is increased by the smallest of the following:

(a) $3,000;

(b) $15,000 (reduced by all amounts by which your salary reduction limit cap was increased in prior years under this special rule); or

(c) $5,000 multiplied by your number of years of service, minus all previous salary reduction contributions under 403(b) (or under any 401(k) plan in which you participated).

For purposes of the limit under (c) above, count one year of service for each full year you were a full-time employee. Count a fraction of a year of service for years in which you were a part-time employee or did not work a full year. Add your full and fractional years of service together to determine your total years of service. Only service with your current employer can be counted.

Part-time Fraction. For part-time work, the fraction is your work schedule divided by the normal work schedule for a full-time employee holding the same position. For example, if for a year you taught one course for six hours per week, and a full-time teacher normally teaches 18 hours per week, your fraction would be one-third of a year.

Partial Year Fraction. If you were a full-time employee for part of the year, the fraction is the number of weeks or months you worked divided by the number of weeks or months in your employer's annual work period. For example, if you taught full-time for four and one-half months and your employer's annual work period is an academic year of nine months, your fraction would be one-half of a year.

Part-time, Partial Year Fraction. If you were a part-time employee for part of a year, calculate one fraction as though you were a part-time employee for a full year and one fraction as though you were a full-time employee for a part of a year. Then multiply the two fractions together to obtain your fractional year of service. For example, if you taught one course for six hours per week for one semester at a school where full-time teachers teach 18 hours per week for two semesters, your fractional year of service would be one-sixth (part-time fraction of one-third multiplied by full-time for part-of-a-year fraction of one-half).

ADDITIONAL RULES FOR AN EMPLOYEE WITH ANOTHER RETIREMENT PROGRAM

6. If for the current year my employer or any other employer contributes to another 403(b) account or annuity for me, must such contributions be added to my salary reduction contributions when determining my maximum contribution?

Yes. To determine your ERISA limit (but not the salary reduction limit—only your salary reduction contributions count against the salary reduction limit), your employer's current contributions to a 403(b) plan or arrangement for you must be included. (See the worksheet for an example of this situation).

7. If for the current year my employer makes contributions for me to a retirement plan that is "qualified" under Section 401(a) of the Internal Revenue Code, must such contributions be counted when determining my maximum contribution?

If this situation applies to you, you should consult your tax adviser.

UMB Bank
403(b) Account Salary Reduction Agreement

PARTIES

Complete the information about the Employee and the Employer.

Employee Name:_____

Social Security No.:_____

Employer Name:_____

Check one box.

☐ Initial Agreement ☐ Modification

AGREEMENTS

1. The Employee and the Employer agree as follows: 1. The Employee has signed the UMB Bank, n.a. 403(b) Account Adoption Agreement establishing the Account forthe benefit of the Employee. The Employee and the Employer areentering into this salary reduction agreement ("this Agreement")to provide for contributions to the Account.

Fill in either the dollar amount or percentage which you want to contribute.

2. The Employee requests, and the Employer agrees, to reduce the compensation of the Employee by $_____ or by _____% per pay period, starting with the first pay period which begins after the Employee and the Employer have signed this Agreement.

3. As soon as possible after each pay day, the Employer will transmit the amount by which the Employee's compensation is reduced for that pay period to UMB Bank, n.a. as Custodian (or its agent) to be credited to the Employee's Account in accordance with the UMB Bank, n.a. 403(b) Custodial Account Agreement. Forfederal income tax purposes, such amounts are considered Employer contributions to the Employee's Account.

   Checks should be made payable to UMB Bank, n.a. Custodian, FBO" [insert name of Employee] 403(b) Account."

4. This Agreement will be effective only with respect to compensation not yet earned by the Employee, and not with respect to compensation already earned by the Employee on the date this Agreement is signed.

   This Agreement is binding and irrevocable with respect to compensation earned by the Employee while this Agreement is in effect. The Employer or the Employee may terminate this Agreement at any time with respect to compensation not yet earned by the Employee at the date of termination, by giving written notice to the other party. After termination, the Employee may reinstate this Agreement or enter a new salary reduction agreement with the Employer (with the same or a different salary reduction amount).

   The Employee may modify the amount of salary reduction elected in Paragraph 2 above at any time by giving the Employer signed instructions specifying the new salary reduction amount.

   Notwithstanding the preceding two paragraphs, the Employer may impose reasonable restrictions on the frequency with which the Employee may terminate, reinstate or modify this Agreement. Any termination, reinstatement or modification will relate only to compensation not yet earned, and not to compensation already earned, by the Employee as of the effective date of such termination, reinstatement or modification.

5. Unless the Employer agrees to calculate the Employee's maximum 403(b) contribution, neither the Employer nor the Custodian has any responsibility for determining that the amount by which the Employee's compensation is reduced, as set forth in Paragraph 2 above, does not exceed the limitations applicable to the Employee under Internal Revenue Code Section 402(g) or 415. The Employee agrees to indemnify the Employer for any and all charges, expenses, taxes, interest or penalties imposed on the Employer as a result of any reduction in compensation in excess of such limitations.

SIGNATURES

Date and sign here.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on _____, 20___.

EMPLOYEE:

_____
(Signature)

EMPLOYER:

_____
(Name of Employer)

By:

_____
(Signature and Title of Authorized Official)

UMB

FACTS	WHAT DOES UMB BANK, N.A. ("UMB") DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number ▪ Account balances and account transactions ▪ Payment history and transaction history ▪ Retirement assets When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons UMB chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does UMB share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll-free **800.441.9535** (or if in Kansas City, call **816.860.5780**).

Who we are	
Who is providing this notice?	UMB Bank, n.a.

What we do	
How does UMB protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does UMB collect my personal information?	We collect your personal information, for example, when you: ▪ Open an account or provide account information ▪ Make deposits or take withdrawals from your account ▪ Tell us about your investment or retirement portfolio
Why can't I limit all sharing?	Federal law gives you the right to limit only: ▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *UMB does not share with affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *UMB does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *UMB doesn't jointly market.*

Other Important Information

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you. *For California residents*: We will not share information we collect about you with nonaffiliates, except as permitted by California law, including, for example to process your transactions or to maintain your account. *For Vermont residents*: We will not share information we collect about you with nonaffiliates, except as permitted by Vermont law, including, for example to process your transactions or to maintain your account.

Commerce Funds 403(b)* Account Information

ELIGIBILITY

A 403(b) custodial account is a special, tax-advantaged savings vehicle available only to employees of non-profit tax-exempt organizations (under Section 501(c)(3) of the Internal Revenue Code) such as charitable, educational, scientific and religious organizations. Examples are hospitals or colleges. Also, an employee of a state or local government who is employed by a school (for example, a local school system or state college or university) can have a 403(b) account. Check with your employer to determine whether you qualify for a 403(b) account.

If you change jobs to another qualified employer, your new employer may continue to contribute to your 403(b) account. If your new employer is not a qualified organization, additional contributions to your 403(b) account are not allowed, but your account will continue to accumulate tax-free until you begin making withdrawals.

We have arranged with UMB Bank, n.a. of Boston, Massachusetts, to serve as custodian of your 403(b)custodial account and to provide certain materials to make it easyfor you to establish a 403(b) account.

HOW TO MAKE CONTRIBUTIONS

You contribute to your 403(b) account through a salary reduction agreement with your employer. This specifies the amount you want to contribute. Your compensation will be reduced by this amount, which is contributed by your employer to your 403(b) account.

Salary reduction contributions to a 403(b) account, within the tax law limits, reduce your pay for federal income tax purposes. Because you save on federal income taxes, you may be able to save more with a 403(b) account than you could with conventional savings. Salary reduction contributions are subject to Social Security withholding if you are covered by Social Security.

You may use the Salary Reduction Agreement included with the 403(b) materials, or you may use another form of salary reduction agreement required by your employer. Please note that the old IRS rule allowing only one change to a salary reduction agreement in any year has been changed. Now you can change your salary reduction agreement as often as you wish (subject to any limits imposed by your employer's personnel or payroll department), as long as the change relates only to compensation earned after you make the change.

MAXIMUM CONTRIBUTION

Determining your maximum 403(b) contribution is complex because the limit that applies to you depends on your individual situation. For most individuals, generally speaking the maximum salary reduction contribution for a calendar year is $11,000 in 2002. In addition, if you are 50 or older at the end of any calendar year, your maximum salary reduction contribution is larger, an additional $1,000 in 2002. Both of these limits increase over the next several years as shown in the following table.

403(b) ACCOUNT

Maximum Salary Reduction Contribution Limit

Year	Under Age 50	50 or Older
2002	$11,000	$12,000
2003	$12,000	$14,000
2004	$13,000	$16,000
2005	$14,000	$18,000
2006	$15,000	$20,000
2007 and later	Increases in $500 increments based on cost-of-living increases	$5,000 more than the under age 50 limit (or a higher amount based on cost of living increases)

Also, long-service employees (15 or more years of service) of certain employers (for example, schools, hospitals and home health agencies) may have increased limits.

Your employer's personnel or business office may be available to calculate your 403(b) maximum contribution. If not, you may use the worksheet with your UMB Bank, n.a. 403(b) materials. It is your responsibility to calculate your maximum correctly and to consult a professional tax adviser if you have any special circumstances. You should always consult an accountant or tax adviser to confirm your maximum contribution.

EXCESS CONTRIBUTIONS

If you exceed the salary reduction contribution limit for a year, you should withdraw the excess with earnings. You should request the withdrawal no later than March 1 of the following year.

If your contributions for a year exceed any other tax law limit applicable to your 403(b) account, you must include the excess in your income for federal income tax purposes. There is also a penalty tax equal to 6% of the "excess contribution." The penalty tax also applies to excess contributions left over from prior years. You can avoid paying the penalty tax if you withdraw the amount of the excess from your account before the end of the year in which the excess contribution was made (however, you may be prevented from making a corrective withdrawal by the rules restricting withdrawals from 403(b) accounts—see WITHDRAWALS below).

Even if you have to pay the penalty tax in one year, you can avoid paying it for later years by either of two methods. The first method is to contribute less than your maximum for the later year; the excess is reduced by the difference between your maximum and your actual contribution. The second method is to make a withdrawal (if allowed) from your account equal to the excess.

INVESTMENT CHOICES

Contributions to your 403(b) account must be invested in the mutual funds available under this program. These are described in the

**UMB Bank, n.a. is the Custodian of the Commerce Funds 403(b).*

403(b) Custodial Account Adoption Agreement or in the other materials included in the 403(b) materials.

Neither The Commerce Funds, UMB Bank, n.a. (the Custodian),nor any of its affiliates, nor any service providers to the custodial account, will make investment recommendations, give investment or financial or tax advice, or do anything except follow your instructions concerning investments. Therefore, you have sole responsibility for the investment results (including losses) that may occur.

Before investing, be sure to read the current prospectuses for the funds to learn about their investment objectives and policies and the sales or other charges applicable to a fund. Procedures for transferring from one fund to another, minimum investment amounts, and any charges applicable to a fund are also described in the prospectus(es).

TRANSFERS FROM EXISTING 403(B)

You may be able to transfer your existing 403(b) to UMB Bank, n.a. Complete the Transfer of 403(b) Assets Form. Consult your personnel or benefits department or your tax adviser for additional information.

TRANSFER OF ACCOUNT TO ANOTHER 403(B) SPONSOR

You may transfer all or part of this 403(b) account to another 403(b) custodial account or 403(b) annuity contract by sending written instructions to UMB Bank, n.a. stating the amount to be transferred and the custodian or insurance company to whom the transfer is to be made. UMB Bank, n.a. must also be provided with a letter of acceptance from the receiving custodian or insurance company.Under current IRS rulings, the receiving 403(b)'s restrictions onwithdrawals must be at least as stringent as those in the sending 403(b) (see "WITHDRAWALS" below). Neither The Commerce Funds nor UMB Bank, n.a. has responsibility for determiningwhether such other custodial account or annuity contract meets the requirements of Section 403(b) of the Internal Revenue Code or the requirement for equally stringent restrictions on withdrawals. You should consult a tax adviser if you have any questions about such transfers.

Under certain circumstances, you may also transfer or rollover amounts from your UMB Bank, n.a. 403(b) custodial account to an IRA or to a 401(k) or other tax-qualified plan maintained by an employer to a tax-deferred Section 457 account maintained by a governmental employer if you are a participant in such a plan and if the plan permits. Similarly, amounts in such accounts or plans maybe rolled over or transferred into this 403(b) custodial account (but not after-tax amounts). Such rollovers or transfers must be accomplished in strict accordance with complex IRS rules. Consult a qualified tax adviser for assistance and advice on completing rollovers and transfers correctly.

TAX-FREE BUILDUP

Another advantage of a 403(b) account is that interest, dividends and other earnings compound in your account without federal income tax. This can mean greater returns than with a taxable investment earning the same, even after you pay income taxes on amounts you withdraw from your 403(b) account.

Of course, with mutual funds there is the possibility of fluctuations in rate of return or in the value of underlying assets. Therefore, no particular rate of return can be predicted or guaranteed.

WITHDRAWALS

You choose when to make withdrawals from your 403(b) account. However, withdrawals may not begin until you have retired or terminated employment with your employer, reached age 59½ (even though you are still employed by your employer), or died.

Earlier withdrawals are permitted only if you become disabled or suffer a financial hardship (as defined in IRS regulations). You may be requested to verify disability with a doctor's certificate or a Social Security disability benefits award. The IRS has issued regulations specifying certain situations as qualifying financial hardships. When you request a withdrawal for financial hardship, you are certifying that you have a qualifying financial hardship situation and that the amount you are requesting to withdraw does not exceed the amount you need to meet the financial hardship (plus any income taxes and penalties that will be payable on the amount withdrawn). Financial hardship withdrawals are limited to the amount of your salary reduction contributions (no earnings or investment gains).

The rule requiring you to start making withdrawals by the April 1 of the year following the year when you reach age 70½ even though you are still working no longer applies. As long as you are still employed by the employer that made the contributions to your account, you are not required to start withdrawing at age 70½. Instead, your required beginning date will be the April 1 of the year after the year your employment with that employer ends.

You may choose either a withdrawal of your entire account or installment withdrawals. If you choose installment withdrawals, certain required minimum distribution (RMD) rules must be satisfied. The first RMD is required for the year in which you reach age 70½ or terminate employment with the employer, whichever is later. The actual withdrawal for the first RMD year can be deferred until April 1 of the following year. For the second and subsequent RMD years, the withdrawal must be made by the end of the year. In general, the RMD amount is calculated by dividing your account balance at the beginning of the RMD year by a divisor taken from a uniform IRS table based upon your age that RMD year. Substantial penalties (up to 50%) may apply if you do not make the required minimum withdrawal each year.

DEATH

Upon your death, your account balance goes to the beneficiary(ies) you designate. If you do not designate a beneficiary or if no designated beneficiary survives you, your account balance will go to your estate.

Withdrawals by a beneficiary after your death are also subject to rules on when withdrawals must begin and minimums for installment withdrawals.

TAXES

Generally, amounts withdrawn from your account are taxed on your federal income tax return as ordinary income in the year when received. In addition, amounts withdrawn before age 59½ are

subject to an additional 10% penalty tax unless one of several exceptions applies.

The rule imposing a 15% penalty tax on very large withdrawals from tax-favored arrangements (including not only 403(b) custodial accounts, but also IRAs, employer 403(b) plans and tax-qualified employer-sponsored plans such as 401(k) plans), or on excess amounts remaining in such tax-favored arrangements at your death, has been repealed. This 15% tax no longer applies.

State tax treatment varies from state to state. Consult your tax adviser with any questions on how a 403(b) account would affect your state taxes.

Most amounts withdrawn from your 403(b) account are eligible for rollover (see ROLLOVERS below). Such amounts are subject to mandatory 20% federal income tax withholding, unless you direct us to transfer the amount withdrawn directly to another 403(b) arrangement, IRA, tax-qualified employer plan, or governmental Section 457 plan (this is called a "direct rollover"). Amounts withdrawn that are not eligible for rollover are subject to 10% withholding of federal income tax, but you can elect not to have withholding on these withdrawals.

ROLLOVERS

You can defer income taxes on withdrawals from your 403(b) account if you make either a "direct rollover" or a "regular rollover" of all or part of the withdrawal into another 403(b) account or annuity, IRA, employer tax-qualified plan or governmental Section 457 plan (an "eligible recipient account or plan").

Most withdrawals from your 403(b) account are now eligible for rollover. The main exceptions are:

- Withdrawals because of financial hardship,
- Withdrawals over your life expectancy (or the life expectancies of you and a designated beneficiary),
- Installment withdrawals over a period of 10 years or more, and
- Required distributions starting at age 70½ or your date of retirement from your employer.

If you will receive an amount that is eligible for rollover, you can defer paying federal income taxes by directing UMB Bank, n.a. to transfer the amount directly to an eligible recipient account or plan (this is called a "direct rollover"). Or you may receive the withdrawal and roll it over to an eligible recipient account or plan within 60 days after you receive it (this is a "regular rollover"). However, unless you elect a direct rollover of the amount withdrawn, we MUST WITHHOLD 20% OF YOUR WITHDRAWAL for federal income taxes. Finally, if your surviving spouse receives a distribution from your account upon your death, the rollover rules described above generally apply to rollovers by your spouse.

CAUTION: Rollovers must meet technical IRS requirements which cannot be described in detail here. Consult your tax adviser for assistance in carrying out a rollover.

IMPORTANT

The preceding material is general and is provided for informative purposes only. More information is available in IRS Publication 571, "Tax-Sheltered Annuity Plans for Employees of Public Schools and Certain Tax-Exempt Organizations." This publication is available from the IRS. Always consult your tax adviser for advice on how the tax laws apply to you and how a this 403(b) custodial account will affect your tax situation.

Non-Title I
No Loan
No Roth

NON-TITLE I 403(b) CUSTODIAL ACCOUNT AGREEMENT

403(b) CUSTODIAL ACCOUNT AGREEMENT WITH UMB BANK, n.a. AS CUSTODIAN

ARTICLE 1: INTRODUCTION

1.1 Establishment of Account. This Agreement is intended to establish a 403(b) Custodial Account meeting the requirements of Code Section 403(b)(7) and any other applicable requirements of the Code and applicable Treasury regulations issued thereunder. This Agreement and the Adoption Agreement will be interpreted and administered so as to carry out such intent.

Except to the extent otherwise required under Code Section 403(b) and regulations thereunder, the Adoption Agreement signed by the Employee and accepted by UMB Bank, n.a. as Custodian and this Agreement (which is incorporated by reference into the Adoption Agreement), as either may be amended from time to time, are the legal documents governing the Account and shall supersede any provisions of the 403(b) plan document which are inconsistent with the terms herein.

1.2 Effective Date. This Agreement will become effective on the date on which the Custodian accepts the Adoption Agreement signed by the Employee. Such acceptance is indicated by the Custodian (or its agent) opening the Account for the Employee's benefit, which will occur on the date when the Custodian receives and accepts a contribution to the Account. If all required forms and information are properly submitted, UMB Bank, n.a. will accept appointment as Custodian of the Employee's Account. However, this Agreement (and the Adoption Agreement) is not binding upon the Custodian until the Employee has received a statement confirming the initial transaction for the Account. Receipt by the Employee of a confirmation of the purchase of Fund shares for the Account as directed in the Employee's Adoption Agreement will serve as notification of UMB Bank, n.a.'s acceptance of appointment as Custodian of the Employee's Account.

ARTICLE 2: DEFINITIONS

2.1 Account or **Employee's Account** means the account established and maintained by the Custodian under this Agreement for the benefit of the Employee.

2.2 Adoption Agreement means the 403(b) Custodial Account Adoption Agreement, which incorporates this Agreement, signed by the Employee, as it may be amended from time to time.

2.3 Agreement means this 403(b) Custodial Account Agreement with UMB Bank, n.a. as Custodian, as it may be amended from time to time.

2.4 Beneficiary means an individual or entity designated by the Employee to receive payment of all or part of the amount in the Account upon the death of the Employee. (See also Article 9.)

2.5 Code means the Internal Revenue Code of 1986, as it may be amended from time to time or any successor statute enacted in lieu thereof. Reference to any provision of the Code includes reference to any replacing provision or to any similar provision in a successor statute.

2.6 Custodian means UMB Bank, n.a., or any party serving as successor custodian in accordance with this Agreement.

2.7 Employee means the individual who signed the Adoption Agreement to establish the Account.

At the time any Employer contributions to the Employee's Account are made, the Employee must be a common law employee performing services for an Employer described in subsection 2.8(a), or a common law employee of an employer described in subsection 2.8(b) who is performing services as an employee for an educational organization (as defined in Code Section 170(b)(1)(A)(ii)) and whose compensation for such services is paid the Employer, or a minister described in Code Section 414(e)(5)(A). An independent contractor shall not be considered an Employee for purposes of the preceding sentence.

2.8 Employer means the Employer of the Employee. The Employer must be

(a) an organization described in Code Section 501(c)(3) exempt from taxation under Code Section 501(a), or

(b) a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state, or

(c) the minister (if self-employed) or the entity employing a minister and with whom the minister shares common religious bonds.

2.9 Fund or **Funds** means one or more mutual funds the shares of which are available from time to time as investments for the Account, provided however that shares of the Fund may legally be offered for sale in the state where the Employee resides. The Fund(s) available will be designated in the Adoption Agreement or in another listing provided to the Employee.

2.10 Fund Distributor means the entity that has a contract with the Fund to serve as distributor of such Fund's shares. If there is no Fund Distributor then the duties assigned hereunder to the Fund Distributor are performed by the Fund or an entity that has a contract to perform management or investment advisory services for the Fund.

ARTICLE 3: CONTRIBUTIONS TO ACCOUNT

3.1 Establishment of Account. The Custodian will open and maintain the Account in the name of the Employee. The Employee's interest in the Account will be nonforfeitable at all times.

3.2 Salary Reduction Contributions to Account. In connection with the Account, the Employee and the Employer may enter into a salary reduction agreement, and the Employer will contribute to the Employee's Account all amounts by which the Employee's salary is reduced under such salary reduction agreement. Any salary reduction agreement between the Employer and the Employee will be effective only as to amounts earned by the Employee after such agreement becomes effective. A salary reduction agreement may not be retroactively revoked or modified with respect to amounts already earned by the Employee.

Either the Employee or the Employer may terminate a salary reduction agreement at the end of any payroll period. Following termination of a salary reduction agreement, the Employee may reinstate his or her salary reduction agreement or may enter into a new salary reduction agreement with the Employer. The Employee may modify the salary reduction agreement at any time. However, the Employer may impose reasonable restrictions on the frequency with which the Employee may terminate, reinstate or modify a salary reduction agreement. Any termination, reinstatement or modification will relate only to compensation not yet earned, and not to compensation already earned, by the Employee as of the effective date of such termination, reinstatement or modification.

No Employer contributions other than contributions pursuant to a salary reduction agreement are permitted. No contributions or transfers-in shall be accepted by the Custodian or Fund Distributor on and after the date such Fund Distributor no longer makes its Funds available for contributions or transfers-in to this 403(b) Custodial Account. No after-tax contributions or designated Roth contributions as described in Treasury regulation 1.403(b)-3(c) are permitted.

3.3 Transfers and Rollovers to Account.

(a) Transfers to Account.

The Employee may by appropriate instructions direct a transfer to the Account from an existing custodial account described in Code Section 403(b)(7) or any annuity contract described in Code Section 403(b)(1) which meets the requirements of Treasury regulation section 1.403(b)-3(a) (a "Section 403(b) contract"). Transfers must be in cash. With respect to a transfer of a Section 403(b) annuity contract or custodial account within the same Employer 403(b) arrangement to the Account, the Custodian will only accept such transfer if an information sharing agreement is entered between the Fund Distributor and the Employer under which the Employer and Fund Distributor will from time to time in the future provide each other with information concerning the Employee's employment, information that takes into account other Section 403(b) contracts or qualified employer plans (such as information related to distribution restrictions and hardship withdrawals), and information necessary to satisfy other tax requirements. No transfers-in shall be accepted by the Custodian or Fund Distributor on and after the date such Fund Distributor no longer makes its Funds available for transfers-in to this 403(b) Custodial Account.

(b) Rollovers to Account. The Custodian will accept cash rollover contributions from the Employee provided such amount constitutes a rollover amount under Code Section 403(b)(8), an eligible rollover distribution under Code Section 402(c)(4), a rollover amount under Code Section 457(e)(16), or a rollover contribution under Code Section 408(d)(3)(A) (or other applicable Code section). Notwithstanding the foregoing, rollovers of amounts that include after-tax employee contributions or designated Roth contributions are not permitted. No rollovers to the Account shall be accepted by the Custodian or Fund Distributor on and after the date such Fund Distributor no longer makes its Funds available for rollovers to this 403(b) Custodial Account.

(c) Conditions for Acceptance of Transfers and Rollovers. To the extent required by regulations or Internal Revenue Service rulings, transfers will be accepted only if the Employee verifies that the 403(b) custodial account or annuity contract from which the transfer is being made does not contain withdrawal or distribution restrictions that are more restrictive than those contained in this Agreement.

The Employee will be responsible for insuring that any such transfer or rollover to the Account satisfies the requirements specified in this section and all other applicable provisions of the Code and Treasury regulations in order for the transfer or rollover to be a tax-free transaction. The Employee will also be responsible for providing, or insuring that his or her Employer provides, to the Fund Distributor any information concerning any transfer or rollover amount necessary to permit the Custodian to properly administer and/or report distributions from such transfer or rollover amount.

3.4 Subaccounts. If the Account contains more than one type of contribution, transfer or rollover under Sections 3.2 and 3.3, the Custodian may agree to maintain separate subaccounts showing the amounts held in the Account derived from contributions under Section 3.2 and/or 3.3, or the Custodian may require the maintenance of such separate subaccounts.

3.5 Limitations on Contributions.

(a) **General Limitations on Salary Reduction Contributions.** Contributions to the Account under Section 3.2 in any taxable year of the Employee may not include any amount which is an excess contribution under Code Section 4973(c) (an "Excess Contribution") or that would exceed the limit on annual additions to the Account for a limitation year under Code Section 415 as applicable to the Employee. In addition, salary reduction contributions to the Account under Section 3.2 for a calendar year may not exceed the elective deferral limit applicable to the Employee for such year under Code Sections 401(a)(30) and 402(g) (taking into account increases to such limit due to changes in the cost of living (to the extent applicable for a particular calendar year) and taking into account such higher limit as the Employee qualifies for under the provisions of Code Section 402(g)(7)). The Employee shall have the sole responsibility for ensuring that these limitations are satisfied.

(b) **Catch-up Contributions**. If the Employee is age 50 or older by the end of any calendar year, the maximum salary reduction contributions to the Account by the Employee for such calendar year will be increased by the amount provided in Code Section 414(v) applicable to such year. In the event an Employee is eligible for both the catch-

up contribution under this subsection and the increased elective deferral limit under Code Section 402(g)(7), any additional amount contributed as a result of these increased limits shall be treated first as an amount contributed under the increased limit under Code Section 402(g)(7) and then as an age 50 catch-up contribution (to the extent the age 50 catch-up exceeds the amount of increase under 402(g)(7)).

(c) **Aggregation**. The limitations under Code Section 402(g) as provided for in the subsection (b) and the last sentence of subsection (a) will be determined taking into account any other amounts contributed during such calendar year by the Employee through a salary reduction election under any other arrangement that is subject to the limitations of Code Section 402(g) and/or Code Section 414(v). Except as otherwise required under Code Section 415 including regulations thereunder, the limit on annual additions for a limitation year shall not be aggregated with contributions to a qualified plan of the Employee's Employer. However, in no event can the amount of an Employee's salary reduction contributions for a year be more than the Employee's includible compensation (as defined in Code Section 403(b)) for the year.

(d) Neither the Custodian nor any affiliate of the Custodian shall be under any obligation to insure that any contributions to the Account are in compliance with (i) the general limitations on contributions under subsection (a) above, or (ii) the additional limitations on salary reduction contributions under subsection (b) above, or to monitor compliance with such limitations or requirements, unless such obligation is expressly undertaken by separate written agreement between the Custodian and the Employee.

ARTICLE 4: INVESTMENT OF CONTRIBUTIONS

4.1 Purchase of Shares. As soon as is practicable after the Custodian receives a contribution under Section 3.2 or Section 3.3, it will invest such contribution in shares or fractional shares of one or more Funds in accordance with the Employee's investment instructions. The Account may be invested in the shares of one or more Funds provided that any minimum investment requirements specified by the Funds' prospectuses are met.

The Employee will specify his or her investment instructions for the initial investment of contributions to the Account at the same time he or she completes the Adoption Agreement for the Account, and such instructions will remain in effect until the Custodian receives new written instructions acceptable to the Custodian. However, if investment instructions for any contribution are not received from the Employee as required, or if any instructions received by the Custodian are incomplete or ambiguous in the judgment of the Custodian, the Custodian may continue to invest contributions to the Account in accordance with the Employee's most recent investment instructions (if any) until such incompleteness or ambiguity has been resolved to the Custodian's satisfaction; alternatively, the Custodian may return any contributions received for the Employee's Account to the Employee, or may hold any such contributions uninvested (or may invest them in a money market fund if available), until such instructions are provided by the Employee or until such incompleteness or ambiguity has been resolved. In either event, the Custodian will have no liability for interest or for loss or changes in investment values of Fund shares which occur pending the Employee's providing proper investment instructions or the resolution of such incompleteness or ambiguity (as the case may be).

Any shares of a Fund held hereunder for the Employee's Account may be registered in the name of the Custodian or its nominee. All such shares and fractional shares shall be issued and accounted for as book entry shares, and no physical shares or share certificates will be issued.

4.2 Reports and Voting of Securities. The Custodian shall deliver, or cause to be delivered by mail or electronically, to the Employee or, if applicable, his or her Beneficiary, all notices,

prospectuses, financial statements and other reports to shareholders, proxies and proxy soliciting materials relating to the shares of the Funds(s) credited to the Custodial Account. The Custodian shall vote any shares held in the Account in accordance with the timely written instructions of the Employee if received. If no timely written voting instructions are received from the Employee (or his or Beneficiary), the Employee (or his or her Beneficiary) agrees that the Custodian may vote such unvoted shares as instructed by the Fund Distributor, which may include voting in the same proportion of shares of the Fund for which written voting instructions were timely received by the Fund (or its agent) from the Fund's other shareholders or in accordance with the recommendations of the Fund's board of directors in the relevant proxy soliciting materials. In the latter case, the Custodian shall have no responsibility to separately review or evaluate the Fund's board of directors' voting recommendations nor have any liability for following the Employee's instruction to follow the Fund's board of directors' recommendation.

4.3 Dividends. The Custodian will invest all dividends and capital gains or other distributions received on the shares of a Fund held in the Account in additional shares and fractional shares of that Fund.

4.4 Change of Investments. Subject to any minimum investment requirement applicable to a Fund, the Employee (or his or her Beneficiary, if the Employee is deceased) may at any time direct the Custodian to redeem all or a specified portion of the shares of a Fund in the Employee's Account and to invest the net redemption proceeds in shares and fractional shares of one or more other Funds.

The Employee (or Beneficiary) will give such directions by written notice acceptable to the Custodian, and the Custodian will process such directions as soon as practicable after receipt thereof. If any such directions are incomplete or ambiguous in the judgment of the Custodian or otherwise not in good order, the Custodian will refrain from carrying out any transactions until such incompleteness or ambiguity or other defect has been resolved to its satisfaction, without liability for any loss or change in investment values of Fund shares which occur pending the resolution of such incompleteness or ambiguity.

Any sales or redemption fee or other charge payable in connection with any redemption will be paid from the Employee's Account.

In the event that any Fund held in the Employee's Account is liquidated or is otherwise made unavailable by the sponsor or Fund Distributor of such Fund as a permissible investment for the Account hereunder, the liquidation or other proceeds of such Fund shall be invested in accordance with the instructions of the Employee; if the Employee does not give such instructions, or if such instructions are unclear or incomplete in the opinion of the Custodian, the Custodian may invest such liquidation or other proceeds in such other Fund (including a money market fund if available) as the sponsor or Fund Distributor designates, and the Custodian will have no responsibility for such investment.

4.5 Others Who May Give Instructions. Any instructions concerning the purchase of shares, voting, or changes of investments under Section 4.1, 4.2 or 4.4 above may be given by the Employee's Beneficiary following the Employee's death (or if there is no surviving Beneficiary, by the Employee's surviving spouse, or, if none, the Employee's executor or administrator of the Employee's estate).

In addition, the Employee (or, following the Employee's death, the Beneficiary or, if none, the Employee's surviving spouse, or, if none, the executor or administrator of the Employee's estate) may by acceptable written instructions to the Custodian, authorize an agent or investment advisor to act on his or her behalf in giving instructions to the Custodian concerning the purchase of shares, voting, or change of investments under Section 4.1, 4.2 or 4.4 above, and the Custodian will be fully protected in following the instructions of such authorized agent or investment advisor. The Employee's (or Beneficiary's) appointment of any such agent or investment advisor will also be deemed to be instructions to the Custodian to pay such agent's or investment advisor's fees from the Account hereunder without additional authorization by the Employee (or Beneficiary).

ARTICLE 5: WITHDRAWALS AND LOANS

5.1 Instructions to Custodian. The Custodian will process written directions from the Employee to make withdrawals in accordance with Section 5.2 below. However, the Employee must provide the Employer with sufficient information in its judgment to insure that withdrawals directed by the Employee comply with the requirements of this Article. No withdrawals will be processed upon the death of the

Employee unless the Custodian has been notified in writing of the Employee's death, and the Custodian has been provided with verification of such death which is adequate in its judgment.

5.2 Withdrawals by Employee. The Employee may, after certified by the Employer, make withdrawals from the Account at the time(s) directed by the Employee on a form or other written directions acceptable to and filed with the Custodian, subject to the provisions of this section.

(a) Events Permitting Withdrawal. No withdrawal of amounts consisting of salary reduction contributions under Section 3.2 may be made from the Account before the earliest of:

(i) the date the employee reaches age 59½ ;

(ii) the date the Employee separates from service with the Employer for any reason, including retirement;

(iii) the date the Employee becomes disabled; as used in this subsection (iii), "disabled" means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long continued and indefinite duration; the Custodian may require the Employee to furnish a certificate of a licensed physician stating that the Employee is so disabled or may require the Employee to provide satisfactory evidence that the Employee has been awarded Social Security disability benefits before processing any withdrawals on account of the Employee's disability;

(iv) the termination of the 403(b) arrangement as provided in Article 11; or

(v) the date the Employee encounters financial hardship within the meaning of Code Section 403(b)(7)(A)(ii) and applicable Treasury regulations and the provisions of this subsection (v). However, financial hardship withdrawals shall only be permitted with respect to a 403(b) arrangement sponsored by an Employer which is a state or local government or governmental agency and thus not subject to ERISA. The Employee must provide to the Employer adequate verification and/or documentation of the existence of the Employee's financial hardship and the amount needed to meet the financial hardship as the Employer determines.

If so provided in the Adoption Agreement (or in procedures adopted by the Custodian), the Employee may apply for a hardship withdrawal. The Employee must certify to the Employer that the withdrawal is needed to meet one of the following situations:

(A) Expenses for medical care described in Code Section 213(d) previously incurred by the Employee, the Employee's spouse, designated Beneficiary, or any dependents of the Employee or necessary for these persons to obtain such medical care;

(B) Costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments);

(C) Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for the Employee, or the Employee's spouse, designated Beneficiary, children, or dependents;

(D) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;

(E) Payments for burial or funeral expenses for the Employee’s deceased parent, spouse, designated Beneficiary, children or dependents (as defined in Code Section 152(d)(1)(B)); or

(F) Expenses for the repair of damage to the employee’s principal residence that would

qualify for the casualty deduction under Code Section 165 (without regard to whether the loss exceeds 10 of adjusted gross income).

(G) Expenses resulting from a federally declared disaster in an area designated by the Federal Emergency Management Agency.

In addition, the Employee must certify and agree that:

(H) The withdrawal is not in excess of the amount of the immediate and heavy financial need of the Employee. (The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal.)

(I

A financial hardship withdrawal under this subsection (v) may not include any earnings or investment gains on the salary reduction contribution amounts while held in the Account. The Employer will make final determination of a financial hardship and shall notify the Custodian of a financial hardship withdrawal.

For purposes of subsection (a)(ii) above, an Employee who transfers from his or her Employer to another entity within the Employer's controlled group (as defined in Code Section 414(b) or (c) as applicable to tax exempt organizations) which is not an eligible Employer, the Employee shall be considered as having terminated service with the Employer.

(b) **Withdrawals from Other Contributions.** Except as otherwise restricted under Section 3.3, withdrawals of amounts consisting of rollovers or transfers (and any earnings or investment growth) may be made from the Account at the Employee's election (subject to the minimum distribution or other applicable requirements of this Agreement).

(c) **Withdrawal of Excess Contributions or Deferrals**. If for any taxable year, any portion of the contributions to the Employee's Account is an excess contribution under Code Section 4973, the Employee may instruct the Custodian to pay such amount (plus earnings) to the Employee and the Custodian will process such withdrawal (subject to the requirements of subsection (a) above). Alternatively, the Employee may designate such amount as a contribution for a subsequent taxable year by appropriate written instructions to the Custodian.

If, on or before March 1 following the close of a calendar year, the Employee notifies the Custodian in writing that an amount in the Account constitutes a deferral (including salary reduction contributions) in excess of the applicable limit in Code Section 402(g) and requests to withdraw such amount (plus earnings), the Custodian will process such withdrawal and pay such amount (and any earnings allocable to such amount) to the Employee (or to his or her order) on or before the next following April 15.

(d) **Required Start of Withdrawals**. An Employee must begin taking minimum withdrawals from the Account. as described in Section 5.3(b), no later than the April 1 of the year following the year in which the Employee reaches age 73 (age 72 if the employee attained age 72 prior to January 1, 2023 or age 70½ if Employee attained 70 ½ prior to January 1, 2020), or the April 1 following the Employee's retirement or termination of employment from the Employer, if later (the "required beginning date").

5.3 Form of Distribution. The Employee may elect to receive the assets of his Account, in cash or in shares, in either or any combination of the following forms, as directed by the Employee:

(a) a single sum;

(b) in withdrawals at such times and in such amounts as the Employee specifies, which can include specification of a regular program of monthly, quarterly or annual installment payments, provided that the amount withdrawn in any distribution calendar year satisfies the requirements of Code Section 401(a)(9) and the regulations thereunder as applicable to custodial accounts operating under Code Section 403(b)(7)

(for this purpose, a "distribution calendar year" is any calendar year with respect to which a distribution from the Account is required to satisfy Code Section 401(a)(9) and the regulations thereunder). The first distribution calendar year is the calendar year in which the Employee reaches age 73 (age 72 if the employee attained age 72 prior to January 1, 2023 or age 70½ if Employee attained 70 ½ prior to January 1, 2020), or the year of the Employee's retirement or termination of employment from the Employer, which ever is later. Each subsequent calendar year during the Employee's lifetime is also a distribution calendar year. The required minimum distribution for the Employee's first distribution calendar year must be withdrawn by the Employee by no later than the Employee's required beginning date. The required minimum distribution for each subsequent distribution calendar year must be withdrawn by the Employee before the end of such distribution calendar year. In general, the required minimum distribution for any distribution calendar year is the balance in the Employee's Account as of the end of the calendar year preceding such distribution calendar year divided by the appropriate divisor based upon the Employee's age in such distribution calendar year in accordance with regulations under Code Section 401(a)(9); however, if the Employee's sole designated beneficiary is the Employee's spouse, and the spouse is more than 10 years younger than the Employee, the divisor is the joint life expectancy of the Employee and his spouse based on their attained ages in the distribution calendar year determined under applicable Treasury regulations.

If the Employee fails to elect the time or form of distribution of benefits, the Custodian will assume that the Employee is satisfying any minimum distribution requirements from another Code Section 403(b) arrangement. The Custodian will not distribute any assets from the Employee's Account in the absence of a written withdrawal direction in good order from the Employee (or, if applicable the Employee's beneficiary), and the Custodian will have no liability or responsibility for not making a distribution in such event.

5.4 Distributions at the Employee's Death.

(a) **In General.** At the Employee's death, distributions will be made in the form elected by the Beneficiary. The Beneficiary must notify the Custodian in writing of the Employee's death and provide such evidence of the Employee's death as the Custodian requests. The Custodian will not distribute any assets from the Account following the Employee's death until the foregoing requirements have been satisfied, and the Custodian will have no liability for any resulting delays in distribution. To the extent the Beneficiary may elect the form of distribution, the Beneficiary must provide written notice to the Custodian listing the date on which distribution will commence, and the manner in which and the period over which distribution will be made, subject to the other provisions of this Section 5.5. The Custodian will have no liability or responsibility for following the written directions of the Beneficiary (or the Employee) or for not acting in the absence of such written directions.

(b) **Form of Distribution: Death of Employee Before Required Beginning Date.** If the Employee dies before his required beginning date (see Section 5.2(d)), any form of distribution to the Beneficiary must comply with the following requirements:

(i) **Non-Spousal Beneficiary**. If the Beneficiary to receive the Employee's Account following the Employee's death is a designated beneficiary as that term is defined in Code Section 401(a)(9)(E)(i) (e.g., an individual designated beneficiary by the Employee) but is not the Employee's surviving spouse, the rules in this subsection apply.

The Beneficiary must withdraw the entire amount in the Employee's Account by the end of the tenth calendar year following the calendar year of the Employee's death.

Alternatively, if the Beneficiary to receive the Employee's Account following the Employee's death is an eligible designated beneficiary as that term is defined in Code Section 401(a)(9)(E)(ii) (e.g., an individual designated beneficiary by the Employee who is: the Employee's minor child; disabled within the meaning of Code Section 72(m)(7); chronically ill within the meaning of Code Section 7702B(c)(2); or, is not more than ten years younger than the Employee), then the Beneficiary may elect to take withdrawals from the Employee's Account in accordance with Code Section 401(a)(9) (and the regulations thereunder) over the life of such Beneficiary, or over a period not extending beyond the life expectancy of such Beneficiary. The withdrawals may be taken in regular or irregular installment withdrawals at such times and in such amounts as the Beneficiary specifies, which can include specification of a regular program of monthly, quarterly or annual installment payments, provided that the annual amount withdrawn in any Beneficiary distribution calendar year satisfies the minimum distribution requirements of Code Section 401(a)(9) and the regulations thereunder as applicable to custodial accounts operating under Code Section 403(b)(7). The first distribution calendar year to the Beneficiary is the calendar year following the year in which the Employee died. Each subsequent calendar year during the Beneficiary's life expectancy period (see below) is also a Beneficiary distribution calendar year. The required minimum distribution for any Beneficiary distribution calendar year must be withdrawn no later than the end of such year. In general, the required minimum distribution for any distribution calendar year to the Beneficiary is the balance in the Account as of the end of the preceding calendar year divided by the life expectancy of the Beneficiary determined based upon the Beneficiary's age at his or her birthday during the first distribution calendar year to the Beneficiary and reduced by one for each subsequent distribution calendar year to the Beneficiary. The life expectancy will be determined in accordance with the regulations under Code Section 401(a)(9). If the Beneficiary dies before distribution of the entire Account, an inheriting beneficiary of that Beneficiary may take the remaining funds pursuant to Code Section 401(a)(9) and regulations thereunder.

(ii) **Spousal Beneficiary**. If the Employee's sole Beneficiary is the Employee's surviving spouse, then the Beneficiary may elect to roll the Employee's Account into an IRA in the spouse's own name.

Alternatively, the Benficiary may take withdrawals in accordance with subsection (b)(i) above pertaining to an eligible designated beneficiary, except that withdrawals are not required to be made by the Beneficiary until the end of the calendar year following the year of the Employee's death or the end of the calendar year in which the Employee would have attained age 73 (age 72 if the employee attained age 72 prior to January 1, 2023 or age 70½ if Employee attained 70 ½ prior to January 1, 2020), (had the Employee survived), whichever is later. In addition, the amount to be distributed for any distribution calendar year of the Beneficiary is the balance in the Account as of the end of the preceding calendar year divided by the

Beneficiary's life expectancy determined based upon the Beneficiary's age at his or her birthday during such distribution calendar year.

If the Beneficiary dies before the date that required minimum distributions to the Beneficiary must begin, the rules in subsection (i) above will be applied as if the Beneficiary were the Employee. If the Beneficiary dies after required minimum distributions to the Beneficiary have begun, then required minimum distributions must continue over a period equal to the remaining life expectancy of the Beneficiary determined as of his or her age on her birthday in the year of his or her death.

(iii) **Determination of Beneficiary**. The person or persons who are considered the Employee's Beneficiary(ies) for purposes of applying the rules of this Section 5.4(b) will be determined as of September 30th of the year following the calendar year of the Employee's death. No person may be a designated Beneficiary unless he or she was designated as such by the Employee during the Employee's lifetime; however, such a designated person will not be considered a Beneficiary for purposes of such rules if such person executed a valid disclaimer or received payment of his or her entire interest before the beneficiary determination date.

(iv) **Special Rules.** If there is no surviving Beneficiary designated by the Employee as of the beneficiary determination date, or the Beneficiary is not an individual (For example, the Beneficiary is the estate of the Employee), then the entire amount in the Employee's Account must be distributed before the end of the fifth calendar year following the year of the Employee's death.

If a Beneficiary designated by the Employee survived the Employee but is not living on the beneficiary determination date, a beneficiary of that Beneficiary may take the remaining funds pursuant to Code Section 401(a)(9) and regulations thereunder.

If any Beneficiary for the Account is not an individual, the amount in the Account must be distributed by the end of the fifth calendar year following the year of the Employee's death.

If there are multiple individual Beneficiaries, the rules of subsection (i) above pertaining to the election to take withdrawals from the Employee's Account in accordance with Code Section 401(a)(9) (and the regulations thereunder) over the life or life expectancy of a Beneficiary will be applied based upon the life expectancy of the oldest Beneficiary. However, if there are multiple Beneficiaries and if, by the date for the determination of the Beneficiary(ies) (see subsection (iii) above), separate sub-accounts have been established within the Account for each Beneficiary in a manner that complies with the requirements of regulations under Code Section 401(a)(9), the rules of this subsection (b) will be applied separately with respect to each Beneficiary.

(c) **Form of Distribution: Death of Employee After Required Beginning Date**. If the Employee dies after his required beginning date (see Section 5.2(d)), any form of distribution to the Beneficiary must comply with the following requirements:

(i) The required minimum distribution for the distribution calendar year of the Employee's death will be determined in accordance with the rules of Section 5.3.

(ii) Non-Spousal Beneficiary.

If the Beneficiary to receive the Employee's Account following the

Employee's death is a designated beneficiary as that term is defined in Code Section 401(a)(9)(E)(i) (e.g., an individual designated beneficiary by the Employee) but is not the Employee's surviving spouse, the rules in this subsection apply.

The Beneficiary must withdraw the entire amount in the Employee's Account by the end of the tenth calendar year following the calendar year of the Employee's death.

Alternatively, if the Beneficiary to receive the Employee's Account following the Employee's death is an eligible designated beneficiary as that term is defined in Code Section 401(a)(9)(E)(ii) (e.g., an individual designated beneficiary by the Employee who is: the Employee's minor child; disabled within the meaning of Code Section 72(m)(7); chronically ill within the meaning of Code Section 7702B(c)(2); or, is not more than ten years younger than the Employee), then the Beneficiary may elect to take withdrawals from the Employee's Account in accordance with Code Section 401(a)(9) (and the regulations thereunder) over the life of such Beneficiary, or over a period not extending beyond the life expectancy of such Beneficiary. The withdrawals may be taken in regular or irregular installment withdrawals at such times and in such amounts as the Beneficiary specifies, which can include specification of a regular program of monthly, quarterly or annual installment payments, provided that the annual amount withdrawn in any Beneficiary distribution calendar year satisfies the minimum distribution requirements of Code Section 401(a)(9) and the regulations thereunder as applicable to custodial accounts operating under Code Section 403(b)(7). The first distribution calendar year to the Beneficiary is the calendar year following the year in which the Employee died. Each subsequent calendar year during the Beneficiary's life expectancy period (see below) is also a Beneficiary distribution calendar year. The required minimum distribution for any Beneficiary distribution calendar year must be withdrawn no later than the end of such year. In general, the required minimum distribution for any distribution calendar year to the Beneficiary is the balance in the Account as of the end of the preceding calendar year divided by the life expectancy of the Beneficiary determined based upon the Beneficiary's age at his or her birthday during the first distribution calendar year to the Beneficiary and reduced by one for each subsequent distribution calendar year to the Beneficiary. The life expectancy will be determined in accordance with the regulations under Code Section 401(a)(9). If the Beneficiary dies before distribution of the entire Account, an inheriting beneficiary of that Beneficiary may take the remaining funds pursuant to Code Section 401(a)(9) and regulations thereunder.

(iii) **Spousal Beneficiary**. If the Employee's sole Beneficiary is the Employee's surviving spouse, then the Beneficiary may elect to roll the Employee's Account into an IRA in the spouse's own name.

Alternatively the Beneficiary may elect to take withdrawals will in accordance with subsection (c)(ii) above, except that the amount to be distributed for any distribution calendar year of the Beneficiary is the balance in the Account as of the end of the preceding calendar year divided by the Beneficiary's life expectancy determined based upon the Beneficiary's age at his or her birthday during such distribution calendar year.

If the Beneficiary dies before the distribution of the entire Account, then required minimum distributions must continue over a period equal to the remaining life expectancy of the Beneficiary determined as of his or her

age on her birthday in the year of his or her death.

(iv) **Determination of Beneficiary**. The person or persons who are considered the Employee's Beneficiary(ies) for purposes of applying the rules of this Section 5.4(c) will be determined under the rules specified in Section 5.4(b)(iii) above.

(v) **Special Rules.** If there is no surviving Beneficiary designated by the Employee as of the beneficiary determination date, or if any Beneficiary is not an individual, the amount remaining in the Employee's Account must be distributed over a period equal to the life expectancy of the Employee (determined as of the Employee's birthday in the year of his or her death), with the required minimum distribution determined by dividing the remaining Account balance by the life expectancy period as so determined, reduced by one for each subsequent distribution calendar year.

If there are multiple individual Beneficiaries, the rules of subsection (i) above will be applied based upon the life expectancy of the oldest Beneficiary. However, if there are multiple Beneficiaries and if, by the date for the determination of the Beneficiary(ies) (see subsection (iv) above), separate sub-accounts have been established within the Account for each Beneficiary in a manner that complies with the requirements of regulations under Code Section 401(a)(9), the rules of this subsection (b) will be applied separately with respect to each Beneficiary.

5.5 Incompetent Recipient. If an amount is payable to a person known by the Custodian to be a minor or under a legal disability, the Custodian may, in its absolute discretion, pay all or any part of such amount to (a) a parent of such person, (b) the guardian, committee or other legal representative, wherever appointed, of such person, including a custodian for such person under a Uniform Transfers to Minors Act or similar act, (c) any person having the control and custody of such person, or (d) to such person directly.

5.6 Distributions Under a Qualified Domestic Relations Order. Notwithstanding Section 5.2 or any other provision hereof, the Custodian will make payments in accordance with a qualified domestic relations order described in Code Section 414(p). The Employee (or Beneficiary) will have the responsibility for directing the Custodian whether or not to contest, defend against or appeal the issuance of any such order, but the Custodian will have no responsibility to so contest, defend or appeal unless it has been indemnified by the Employee (or Beneficiary) to its satisfaction against its costs, expenses (including attorneys' fees) and other liabilities arising therefrom. Furthermore, the determination as to whether to process a domestic relations order that complies with Code Section 414(p) shall be made by the Custodian or such delegate as the Custodian appoints for this purpose. In any case, the cost of such determination (if any) shall be paid by the Employee from his or her Account.

5.7 Withdrawals Payable in Cash or in Shares. All withdrawals will be paid in cash or in shares of one or more Funds, as designated in writing by the Employee or Beneficiary. When required to pay a withdrawal in cash, the Custodian will redeem sufficient shares of one or more Funds in the Employee's Account to provide the amount necessary; any such redemptions will be in accordance with the Employee's instructions (or, in the absence of such instruction, in proportion to the value of the shares of each Fund held in the Account, and the Custodian will be fully protected in so doing).

Payment in shares will be effected by reregistering the shares in the name of the payee.

5.8 Transfer of Account. At the written direction of the Employee and as certified by the Employer, the Custodian will redeem a portion or all of the shares of one or more Funds in the Employee's Account and will transfer the redemption proceeds, less any charges, to the custodian or insurer of another custodial account or annuity contract established for the benefit of the Employee under Code Section 403(b), as specified by the Employee. Neither the Custodian, Fund Distributor nor any Fund hereunder (or any entity or person affiliated with the Custodian, Fund Distributor or a Fund) will

have any responsibility to determine whether such other custodial account or annuity contract meets the requirements of Code Section 403(b) or whether the transfer will constitute a tax-free transaction. The Employee shall provide such information to the Fund Distributor as it requires to insure that the such transfer (whether to another Section 403(b) contract of the same Employer or to another 403(b) plan) meets the requirements of Treasury Regulation Section 1.403(b)-10(b) or such other Internal Revenue Service rule as applicable to the Custodian.

5.9 Direct Rollovers.

(a) Notwithstanding any provision of this Agreement to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Custodian, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) For purposes of this section, the following terms have the definitions given.

(i) Eligible rollover distribution: An eligible rollover distribution is any withdrawal or distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any withdrawal or distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any withdrawal or distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any withdrawal or distribution that is not includible in gross income (except to the extent provided in the Code); and, any hardship withdrawal under Section 5.2(a)(iv).

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a), a Roth individual retirement account described in Code Section 408A, an individual retirement annuity described in Code Section 408(b), or an arrangement described in Code Section 403(b), that accepts the distributee's eligible rollover distribution. In addition, an eligible retirement plan includes an employer plan that is qualified under Code Section 401(a) with a trust that is tax-exempt under Code Section 501(a) or a plan maintained under Code Section 457 by a governmental employer. Any arrangement described in Code Section 403(b), 401(a) or 457 shall be an eligible retirement plan only if the distributee is a participant in such plan and such plan permits the acceptance of direct rollovers. In the case of a distribution to a Beneficiary who, at the time of an Employee's death was not the spouse of the Employee (or former spouse and alternate payee under a qualified domestic relations order), a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code Section 408(d)(3)(C)).

(iii) Distributee: A distributee includes the Employee. In addition, the Employee's surviving spouse and the employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p) (if applicable), are distributees with regard to the interest of the spouse or former spouse. To the extent provided in (ii) above, a distribute also includes a Beneficiary who, at the time of an Employee's death was not the spouse of the Employee (or former spouse and alternate payee under a qualified domestic relations order).

(iv) Direct rollover: A direct rollover is a payment from the Employee's Account to the eligible retirement plan specified by the distributee.

(c) Neither the Custodian, the Fund Distributor nor any Fund hereunder (or any entity or person affiliated with the Custodian, Fund Distributor or a Fund) will have any responsibility to determine whether such eligible retirement plan meets the requirements of Code Section 401(a), 403(b), 408 or 457 whether the direct

rollover will constitute a tax-free transaction.

5.10 Loans. No loans shall be permitted from an Employee's Account.

ARTICLE 6: THE CUSTODIAN

6.1 Duties. The Custodian will perform the following duties related to the administration of the Employee's Account (subject to the provisions of this Agreement):

(a) Receive contributions under Sections 3.2 and 3.3 (unless the Fund Distributor no longer accepts contributions, transfers-in or rollovers to the Employee's Account), invest such contributions in shares of one or more Funds in accordance with the Employee's investment instructions, and credit such shares to the Employee's Account;

(b) Maintain accounting records showing the number of Fund shares credited to the Account;

(c) Collect income and reinvest such income as provided in this Agreement;

(d) Carry out the Employee's (or Beneficiary's) instructions for the purchase, sale or exchange of shares of Funds for the Account and make settlements in accordance with general practice;

(e) Determine based upon information provided by the Employee and/or the Employer, his eligibility for a withdrawal and upon a determination of eligibility following the Employee's request for a withdrawal, making such withdrawal;

(f) Maintain records of all transactions in the Account;

(g) Not less frequently than annually, provide the Employee (or Beneficiary) appropriate statements of the Account showing all transactions of the Account;

(h) File with the Internal Revenue Service and/or any other government agency such returns, reports, forms, and other information (if any) as may be required of it as Custodian;

(i) Perform such other duties and services as may be necessary under this Agreement.

The Custodian may appoint one or more service providers or contractors (including an affiliate of the Custodian or a contractor or affiliate of the Fund Distributor or the Fund or the transfer agent for a Fund) to carry out any or all of its duties hereunder.

6.2 Share Redemptions. If cash is needed to pay taxes, fees, or other expenses properly chargeable to the Account or to make payments to the Employee or Beneficiary under Article 5, the Employee (or Beneficiary, if applicable) will instruct the Custodian in writing which Fund should be redeemed or sold if the Account is invested in more than one Fund. In the absence of such written instructions, the Custodian will redeem shares of all Funds in the Account in proportion to the value of the shares of each such Fund held in the Account and will be fully protected in so doing.

6.3 Limitations on Liabilities and Duties.

(a) The Custodian will be fully protected in acting in accordance with or in reliance upon any document, order or other direction believed by the Custodian to be genuine and properly given, or in not acting in the absence of proper instructions or when it believes that any document, order or other direction either is not genuine or was not properly given, or is otherwise not in good order.

(b) To the extent permitted by law, 30 days after providing to the Employee (or Beneficiary) any statement referred to in Section 6.1, the Custodian will be released and discharged from all liability to the Employee (or Beneficiary) and any other person as to the matters contained in such statement unless the

Employee (or Beneficiary) files written objections with the Custodian within such 30-day period.

(c) The Employee (or Beneficiary) will be solely responsible for his investment directions and the selection of the Fund(s) in which the Account is invested. Neither the Custodian nor any Fund (nor any entity or person affiliated with the Custodian or a Fund) will be under any fiduciary or other duty to the Employee (or Beneficiary) with respect to the selection of investments or be liable for any loss or diminution in value incurred on account of a selected investment. The Employee acknowledges that the Custodian will not provide investment advice or recommendations hereunder.

(d) Neither the Custodian, the Fund Distributor nor any Fund (nor any entity or person affiliated with the Custodian, Fund Distributor or a Fund) will have any responsibility for determining the amount of any contribution or for collecting any contribution from any person. None of them (nor any such other person) will have any responsibility for determining whether the amount of any contribution is within any applicable limitation under the Code, or for any taxes or penalties imposed on excess contributions or deferrals. The Employee will have sole responsibility for the computation of the limitation(s) on contributions under Code Section 415(c), any limit on elective deferrals (including salary reduction contributions) under Code Section 402(g) or 414(v), and any and all matters relating to any tax consequences with respect to contributions, earnings, withdrawals, transfers or rollovers to or from the Account.

(e) Neither the Custodian, the Fund Distributor nor any Fund (nor any entity or person affiliated with the Custodian or Fund Distributor or Fund) will be responsible for determining the propriety, amount or timing of any loan to or withdrawal by the Employee (or Beneficiary), or for any taxes or penalties imposed because of taxable loans or improper, premature or insufficient withdrawals.

(f) The Custodian shall have no responsibility to carry out any transaction with respect to the Account except upon the written order of the Employee (or Beneficiary if the Employee is deceased), and shall be entitled to receive any and all applications, certificates, tax waivers, signature guarantees, releases, indemnification agreements, and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian will not be responsible for complying with any order or instruction which appears on its face to be genuine (and the Custodian will have no duty of further inquiry with respect to any such order or instruction). The Custodian will not be required to carry out any incomplete or ambiguous instructions or any instructions otherwise not given in accordance with this Agreement or not in good order. Neither the Custodian, Fund Distributor nor any Fund (nor any entity or person affiliated with the Custodian, Fund Distributor or a Fund) will be liable for loss of income, or for appreciation or depreciation in share value resulting from the Custodian's failure to follow any incomplete or ambiguous instructions or any instructions otherwise not given in accordance with this Agreement or not in good order, or for any delay pending the receipt of any additional document or information requested by the Custodian.

(g) The Custodian will have no responsibility to pay any withdrawal directed by the Employee or Beneficiary unless the Employee's or Beneficiary's written withdrawal instructions state the reason for the withdrawal and contain all signature guarantees, certifications, and other documents or assurances requested by the Custodian.

(h) Neither the Custodian the Fund Distributor nor any Fund (nor any entity or person affiliated with the Custodian,

Fund Distributor or a Fund) will have any liability to the Employee or Beneficiary for any tax penalty or other damages resulting from any inadvertent failure by the Custodian to pay a withdrawal when requested by the Employee or Beneficiary or for the inadvertent payment of an ineligible withdrawal when requested by the Employee or Beneficiary.

(i) Neither the Custodian, Fund Distributor nor any Fund (nor any entity or person affiliated with the Custodian, Fund Distributor or any Fund) will have any liability to the Employee or any Beneficiary as a result of transferring the amount in the Account to the proper state authority in accordance with any applicable law relating to escheat or abandoned or unclaimed property.

(j) To the extent permitted by law, the Employee (or where applicable Beneficiary) agrees to indemnify the Custodian and hold it harmless from any and all liability whatsoever which may arise either (i) in connection with this Agreement and the Employee's Account (except liability arising from the Custodian's fraud or willful misconduct) or (ii) with respect to making or failing to pay any withdrawal, other than for failure to make any distribution in accordance with instructions therefor which are in full compliance with this Agreement.

(k) The Custodian will not be obligated to commence or to defend a legal action or proceeding in connection with this Agreement unless the Custodian agrees to do so and is first indemnified to its satisfaction.

(l) Neither the Employer Fund Distributor nor any Fund (nor any entity or person affiliated with the Fund Distributor a Fund) will have any responsibility or liability for any acts or omissions of the Custodian hereunder. The Custodian (and any affiliate of the Custodian) will have no responsibility or liability for any acts or omissions of the Employee, the Employer or any Fund (or any affiliate or representative of any of them).

(m) The limitations on the liabilities and duties of the Custodian, and the protections accorded the Custodian, in this Section 6.3 are not exclusive, but rather are in addition to any other limitations on the Custodian's liabilities and duties and any other protections accorded the Custodian under this Agreement.

6.4 Compensation. The Custodian will receive the fees specified in its then current fee schedule. The Custodian may substitute a revised fee schedule from time to time upon 30 days' written notice to the Employee. The Custodian will be entitled to such reasonable additional fees as it may from time to time determine for services required of it in addition to those reflected in the fee schedule.

6.5 Resignation. The Custodian may resign by giving at least 30 days' written notice to the Employee (or Beneficiary) at the Employee's (or Beneficiary's) last known address as shown on the Custodian's records. In such event, the Fund Distributor will designate a successor 403(b) custodian or individual retirement account to which the assets of the Account are to be transferred. If the Fund Distributor does not timely designate a successor custodian or individual retirement account, the incumbent Custodian may designate a successor by giving at least 30 days' written notice of such successor to the Employee (or Beneficiary), and the Employee (or Beneficiary) will be deemed to have consented to such appointment unless, within such period, the Employee (or Beneficiary) directs the Custodian to transfer the Employee's Account to a different custodian in accordance with Section 5.8 hereof.

On the effective date of its resignation, the incumbent Custodian will transfer to the successor custodian the assets and records (or copies thereof) of the Account; provided, however, that the Custodian may retain whatever assets it deems necessary for payment of its fees, costs, expenses, compensation, and any other liabilities which constitute a charge on or against the assets of the Account or on or against the Custodian.

ARTICLE 7: FEES, TAXES, AND OTHER EXPENSES

Any income or other taxes that may be levied or assessed upon the Account (including any transfer taxes incurred in connection with the investment and reinvestment of Account assets), expenses, fees and administrative costs incurred by the Custodian in the performance of its duties (including fees for legal services rendered to the Custodian), and the Custodian's compensation under Section 6.4, will constitute a charge upon the assets of the Account.

If not paid by the Employee within 30 days after being billed therefore by the Custodian, the Custodian will withdraw such fee, tax or expense from the Account and may redeem sufficient shares of any Fund held in the Account to effect such payment without liability for any loss incurred thereby.

Any fees charged by the Fund Distributor may be charged against the Employee's Account and will be disclosed by the Fund Distributor to the Employee in a separate document.

ARTICLE 8: PROTECTION OF ACCOUNT

No part of the Account will be used for purposes other than for the exclusive benefit of the Employee (and the payment of fees, expenses and charges as provided herein). To the extent permitted by law, no right or benefit under this Agreement will be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt at such will be void. To the extent permitted by law, no right or benefit hereunder will be subject to the debts, contracts, liabilities, engagements or torts of the person who is entitled to such right or benefit, or be subject to attachment or legal process for or against such person. However, the Custodian will carry out the requirements of any apparently valid qualified domestic relations order under Code Section 414(p) relating to the Account.

ARTICLE 9: BENEFICIARY DESIGNATION

The Employee may submit to the Custodian a signed written designation of beneficiary acceptable to the Custodian. Any such designation of beneficiary will be effective when filed with the Custodian during the Employee's lifetime. Whether or not fully dispositive of the Account, the most recently filed designation of beneficiary accepted by the Custodian will revoke all previously filed designations. If, in the opinion of the Custodian, any designation of beneficiary is unclear or incomplete, in addition to any documents or assurances the Custodian may request under Section 6.3, the Custodian shall be entitled to request and receive such clarification or additional instructions as the Custodian in its discretion deems necessary to determine the correct Beneficiary(ies) following the Employee's death. (*Note:* A married Employee who resides in a community property or marital property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin), may need to obtain spousal consent if he or she has not designated the spouse as the primary Beneficiary for at least half of the Account. Consult a lawyer or other tax professional for additional information and advice.)

Any amount payable as a result of the Employee's death that is not disposed of by a designation of beneficiary (including any primary or contingent designated beneficiaries), for any reason whatsoever, will be paid to the Employee's estate. If a Beneficiary dies while receiving distributions, the portion of the Account to which the Beneficiary would have been entitled (had he or she survived) shall be paid to the Beneficiary's beneficiary or beneficiaries (or to the Beneficiary's estate) provided the Custodian receives notification and evidence acceptable to it of the Beneficiary's death.

ARTICLE 10: AMENDMENT

10.1 Amendment. The Custodian may amend this Agreement in its entirety or any portion thereof, provided the Employee consents to each such amendment. The Custodian will provide copies of such amendment to the Employee. Nothing in this Agreement will impose on the Custodian an affirmative obligation to amend the Agreement.

10.2 Limitations. No amendment will be made:

(a) which would cause or permit any part of the Account to be diverted to purposes other than for the exclusive benefit of the Employee (or Beneficiary) (including the payment of fees and expenses as provided for herein), or cause or permit any portion of such assets to revert to or become the property of the Employer, or

(b) which would retroactively deprive any Employee of any benefit to which he or she was entitled under the Agreement, unless such amendment is necessary, in the opinion of counsel to the Custodian, to conform the Agreement to, or satisfy the conditions of, Code Section 403(b) or any other applicable law.

ARTICLE 11: TERMINATION

11.1 Automatic Termination on Distribution. The Employer is permitted to terminate the 403(b) arrangement and allow for an Employee's Account to be distributed upon termination provided the conditions set forth in Code Section 403(b) and applicable Treasury regulations have been satisfied. This Agreement will terminate when all the assets held in the Account have been distributed or otherwise transferred out of the Account.

11.2 Termination on Disqualification. This Agreement will terminate if, after notification by the Internal Revenue Service that the Employee's Account does not qualify under Code Section 403(b)(7), the Custodian does not make such amendments as are necessary to so qualify the Account. On such termination of this Agreement, the Custodian will distribute all assets in the Account to the Employee or, in the event of the Employee's death, to the Beneficiary, subject to the Custodian's right to reserve funds as provided in Section 6.5.

11.3 Survival. The provisions for the protection of the Custodian, including specifically but without implied limitation Section 6.3(j) and (k), will survive the termination of this Agreement.

ARTICLE 12: MISCELLANEOUS

12.1 Not an Employee Benefit Plan. The Employee must certify that the Employer has permitted the Employee to establish this 403(b) Accounts in accordance with Department of Labor Regulations Section 2510.3-2(f) so that the Account will not be deemed to be an employee pension benefit plan for purposes of the Employee Retirement Income Security Act of 1974, as amended. The Custodian shall have no responsibility to insure that the arrangement complies with such regulation. The Employer will be responsible for compliance with the requirements of Code Section 403(b)(12)(i), and the Custodian will have no responsibility for insuring that the Employer so complies except to the extent provided herein or otherwise required under Code Section 403(b) or regulations issued thereunder.

12.2 Applicable Law. This Agreement will be construed, administered and enforced in accordance with the laws of the Commonwealth

of Massachusetts, the state where the principal offices of the Custodian are located, and any action involving the Custodian brought by any other party must be brought in a state or federal court in such Commonwealth.

12.3 Change of Address. The Employer or the Employee will notify the Custodian in writing of any change of address within 30 days of such change.

12.4 Notices.

(a) Any notice or payment from the Custodian to the Employer or the Employee under this Agreement will be effective when sent by U.S. mail to the address of the Employer or Employee as then shown on the Custodian's records. Any notice to the Custodian under this Agreement will be by first class mail addressed to its principal office or such other address as the Custodian specifies.

(b) If any provision of this Agreement calls for written notice to the Custodian, such notice may if permitted by the Custodian be given by telephonic, automatic voice response system or other electronic means. The Employee acknowledges and agrees that any telephone calls to the Custodian may be recorded.

12.5 Successors. This Agreement will be binding upon and inure to the benefit of the successors in interest of the parties hereto.

12.6 Separability. If any provision of this Agreement is held invalid or illegal for any reason, such determination will not affect any remaining provisions of this Agreement, but this Agreement will be construed and enforced as if such invalid or illegal provision has never been included in this Agreement.

12.7 Code Section 403(b), etc. As provided in Section 1.1 above, this Agreement and the Adoption Agreement are intended to meet the requirements of Code Section 403(b) and all other applicable legal requirements. If Code Section 403(b) or applicable regulations or other legal rules are amended or changed, it is anticipated that this Agreement will be correspondingly amended effective as of the effective date of such amendment or change. Pending the adoption of an amendment to this Agreement, the Account may be operated in accordance with the amended or changed requirements of Code Section 403(b) or applicable regulations or other legal rules so as to preserve the intended tax and other benefits of the Account.

12.8 Reference to Employee. Following the death of the Employee, the rights and responsibilities of the Employee under this Agreement will be carried out by the Beneficiary (or if none, or no Beneficiary survives the Employee, the Employee's estate), and any reference herein to the Employee will be deemed to be a reference to the Beneficiary (or the executor or the administrator of the Employee's estate).