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 www.macg.com

Custodial Agreement (Entity)

MATC Group #	MATC Account #

SECTION I – ACCOUNT REGISTRATION

1.1 The Account Owner (“Account Owner” or “you”) listed below hereby establishes a custody account (the “Custody Account”) with Mid Atlantic Trust Company (the “Custodian”). You must indicate an account type. Types of ownership are governed by the laws of your state of residence. If you need information about which laws are applicable in your state, please consult your state tax officials or your tax advisor.

Account Type			
Corporation	Trust	Limited Liability Company	Other
C Corporation* S Corporation*	Under Agreement Under Will	C Corporation* S Corporation* Partnership* Exempt (not applicable)*	Partnership* Unincorporated Assoc Retirement Plan or Trust Please indicate type:

*For legal entities, an MATC Stakeholder Certification form must also be completed and submitted.

A domestic LLC solely owned by an individual that is a disregarded entity for tax purposes should provide the individual’s name, the DBA company name, and the individual’s SSN in Section 1.3.

For Retirement Plan or Retirement Trust accounts, no tax reporting will be provided by the Custodian for the plan itself (e.g. Form 5500). Distributions and associated withholdings will be processed for plan participants at the request and approval of the plan’s Trustee.

1.2 Please provide entity information/registration for the Custody account. Be sure to provide, in Section 1.3, personal information for at least one individual associated with the account.

Entity Information				
Entity Name		Entity TIN		Country of Organization
Street Address (Line 1)		Street Address (Line 2)		Phone Number
City		State	Zip Code	Fax Number
Entity ID Document		State/Country of ID Issuance		Trust Date (Required for Trusts)

1.3 Please provide information on the primary contact(s)/authorized individual(s) associated with the account. If an e-mail address is provided, you will automatically be given online account access and e-delivery of account statements.

No. of Authorized Individual(s): _____ Owners, trustees, authorized individuals

Authorized Individual 1				
First Name	MI	Last Name	SSN or TIN	
Legal Address		City	State	Zip Code
Mailing Address		City	State	Zip Code
Primary E-Mail Address			Date of Birth	
Citizenship (please select one)			Phone Number	
US Citizen	Resident Alien	Non-Resident Alien		

Authorized Individual 2				
First Name	MI	Last Name	SSN or TIN	
Legal Address		City	State	Zip Code
Mailing Address		City	State	Zip Code
Primary E-Mail Address			Date of Birth	
Citizenship (please select one)			Phone Number	
US Citizen	Resident Alien	Non-Resident Alien		

1.4 Completing this section will be considered authorization for the Custodian to send duplicate statements or give view-only online access to an Interested Third Party.

Interested Third Party				
First Name	MI	Last Name	SSN or TIN	
Company Name				
Street Address (Line 1)		Street Address (Line 2)		Phone Number
City	State	Zip Code	Fax Number	
Primary E-Mail Address				

SECTION II – ACCOUNT MANAGEMENT

2.1 By inserting the name of the Investment Advisor in the section below, the Account Owner is advising the Custodian that the Investment Advisor and its employees, representatives and agents (the “IA”) have been duly authorized to act on behalf of the Account Owner referenced herein to convey instructions (either written, oral, or via electronic transmission) to the Custodian or any of its agents, or perform any other necessary activities and receive any necessary information, including but not limited to trade confirmations, positions, dividends, and account statements, for purposes of managing the assets of the Custody Account and administrative duties related thereto. Unless and until revoked in writing, the IA is hereby authorized to trade on the Custody Account as more fully set forth in Section 5.1.

Investment Advisor	Advisor Firm Name	Rep Number

2.2 Please select the default cost methodology to be used for this account for tax purposes, if applicable (FIFO will be used if no selection is made):

Cost Method			
FIFO	LIFO	Maximum Gain	Maximum Loss
Maximum Short Term Gain	Maximum Short Term Loss	Maximum Long Term Gain	Maximum Long Term Loss

2.3 Please select the Account Program (Advisor Managed will be used if no selection is made):

Account Program	
Advisor Managed	ManagerxChange (third-party managed)

SECTION III – ACCOUNT FUNDING

3.1 The Custody Account shall consist of such sums of money as shall from time to time be paid or delivered to the Custodian and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time, less any payments and disbursements which shall have been made by the Custodian, as authorized herein. All deposits to the Custody Account will include the Mid Atlantic Trust Account Number (bin#) to be delivered as follows:

Account Transfer

Required documents:

- A completed Account Transfer Form, signed by all account owners
- A copy of the most recent Contra Firm account statement for the account being transferred

Check - PLEASE MAKE CHECKS PAYABLE TO: **Mid Atlantic Trust Company FBO #MATC Account Number#**

Deposits via Check (US Postal)	Deposits via Check (Overnight)
Mid Atlantic Trust Company PO Box 536707 Pittsburgh, PA 15253-5909	Mid Atlantic Trust Company Attn: Lockbox Operations- #536707 307 23rd Street Extension, Suite 950 Pittsburgh, PA 15215
Mid Atlantic Trust Company PO Box 515451 Los Angeles, CA 90051-6751	Mid Atlantic Trust Company Attn: Lockbox Operations- #515451 20500 Belshaw Ave. Carson, CA 90746

Electronic Transfer

Deposits via Electronic Transfer (ACH or Fed Wire)	
Depository Name:	Huntington Bank
ABA Number (Wire):	044000024
ABA Number (ACH):	041215032
Account Number:	01100176493
Account Name:	Mid Atlantic Trust Company
OBI:	#MATC Account Number#
Further Credit to:	{Name of this Account}

SECTION IV – ACCOUNT OWNER VERIFICATION

4.1 The Account Owner acknowledges that the USA Patriot Act, Anti Money Laundering requirements, and other regulations and agreements require that Custodian ascertains identification before opening the Custody Account or effecting any financial transactions on the Account Owner's behalf. For such reasons, the Account Owner will supply the Custodian with the following documents and information. The Account Owner represents that all evidence or proof of identification provided is genuine and all related information furnished is accurate.

4.2

Verification of Entity (please provide a copy of the following documentation for applicable entity type)				
Corporation	Trust	Limited Liability Company	Partnership	Retirement Plan/Trust
- MATC Corporate Resolution - Articles of Incorporation	- Trustee Certification of Investment Powers (TCIP)	- MATC LLC Attestation - LLC Agreement	- MATC Partnership Attestation - Partnership Agreement	- Plan Document - Trustee Certification of Investment Powers (TCIP)

Identity Verification (to be completed by Advisor Representative):

I have verified the applicant's identity by reviewing a driver's license				
Account Owner Name:	License #	State of Issue	Issuance Date	Expiration Date
Account Owner Name:	License #	State of Issue	Issuance Date	Expiration Date

Or

I have verified the applicant's identity by reviewing other form of government ID. (Passport, Military ID, State ID): _____				
Account Owner Name:	Document #	Issuer	Issuance Date	Expiration Date
Account Owner Name:	Document #	Issuer	Issuance Date	Expiration Date

SECTION V- AUTHORIZATION - LIMITED POWER OF ATTORNEY

5.1 **Trading Authorization.** In connection with the Custody Account established with the Custodian, the Account Owner hereby authorizes the Advisor, named in section 2.1, and each Selected Manager, if any, as the agent and attorney-in-fact to buy, sell, and trade (including exchange and reorganization transactions, and attending to corporate actions) any Authorized Investment (as defined in Section 8.3) for the undersigned's Custody Account.

In all such purchases, sales, trades or other transactions, Custodian is authorized to follow instructions of the Advisor and each Selected Manager, if any (received by written, oral, or electronic transmission) in every respect concerning the Custody Account with Custodian and the Advisor and each Selected Manager, if any, is authorized to act for the Account Owner and on the Account Owner's behalf in the same manner and with the same force and effect as the Account Owner might or could do with respect to such purchases, sales or trades, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales, trades, or other activity with respect to management of the assets in the Custody Account.

The Account Owner hereby ratifies and confirms any and all transactions with Custodian theretofore or hereafter made by the aforesaid Advisor and each Selected Manager, if any, for the Custody Account.

This authorization is in addition to (and in no way limits or restricts) any rights which Advisor or any Selected Manager may have under any other agreement or agreements between the Account Owner and Advisor or that Selected Manager, respectively.

This authorization with respect to Advisor is also a continuing one and shall remain in full force and effect until revoked by the Account Owner by a written notice addressed to Custodian and delivered by certified mail to its office, but such revocation shall not affect liability in any way resulting from transactions initiated prior to such revocation, and shall not be effective until the first business day following the day that the revocation is received by Custodian. This authorization with respect to a particular Selected Manager is also a continuing one and shall remain in full force and effect until revoked by the Account Owner by a written notice addressed to Custodian and delivered by certified mail to its office or revoked by Advisor by written notice to Custodian or other means of communication mutually agreed between Advisor and Custodian, but such revocation shall not affect liability in any way resulting from transactions initiated prior to such revocation, and shall not be effective until the first business day following the day that the revocation is received by Custodian.

In addition, Custodian may rely upon an oral revocation by the Account Owner, effective immediately, if Custodian believes said oral instructions to be in good faith and genuine.

The Account Owner acknowledges and agrees that the Custodian's role vis-à-vis Advisor and each Selected Manager is merely to carry out transactions as directed by the Advisor and each Selected Manager, if any. The Account Owner (and not Custodian) is responsible for investigating and selecting Advisor; and the Account Owner and/or Advisor (and not Custodian) is/are responsible for investigating and selecting each Selected Manager, if any. None of Advisor or any Selected Manager is controlled or employed by Custodian; and Custodian has no duty to supervise or monitor trading by Advisor or any Selected Manager. Custodian will send electronic monthly statements that confirm all activity within the Custody Account.

5.2 **Disbursement Authorization.** In connection with the Custody Account established with the Custodian, the Account Owner hereby provides the Advisor with disbursement authority over the Custody Account. Custodian is authorized to disburse assets to Account Owner, as instructed by the Advisor. Upon the Advisor's instruction, Custodian is authorized to remit checks, wire funds, or otherwise make disbursements of funds held in the Custody Account to: (1) banks for credit to an account of identical registration; or (2) to Account Owner at address of record. Additionally, Custodian is authorized to pay investment advisory fees from the Custody Account pursuant to the terms of the investment advisory agreement between Account Owner and Advisor, and to allocate as necessary to various service providers including, but not limited to: Custodian, Advisor, Selected Managers, and other third party investment managers.

If the Account ever has a debit balance due, for any reason whatsoever, Account Owner shall promptly reimburse Custodian promptly on demand for any such debit balance.

SECTION VI- AUTHORIZED SIGNATURES

By signing below, Account Owner certifies that the information provided in this Custodial Agreement is correct and can be relied upon to establish this Custody Account, that Account Owner has the full power, authority, and capacity to execute this Custodial Agreement and that Account Owner has read, fully understand and agree to be bound by the terms and conditions (Sections I through VI), additional terms and conditions (Sections VII through XVI), policies and disclosures included in all Sections of this Agreement and attached schedules I-III.

This Custodial Agreement contains an arbitration clause in Section XVI, which begins on page 8. Account Owner acknowledges receiving a copy of this arbitration clause.

Account Owner certifies, under penalty of perjury, that the SSN provided in Section 1.2 above is its correct taxpayer identification number (or Account Owner is waiting for a number to be issued to it), and that Account Owner is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified it that Account Owner no longer subject to backup withholding.

Authorized Individual 1	
Name(Printed):	_____
Signature:	_____
Date:	_____

Authorized Individual 2 (if needed)	
Name(Printed):	_____
Signature:	_____
Date:	_____

I certify that the Account Owner identification information provided in Section 4.2 above was provided to and reviewed by me.

Investment Advisor	
Name(Printed):	_____
Signature:	_____
Date:	_____

Authorized Officer:

Mid Atlantic Trust Company	
Name(Printed):	_____
Signature:	_____
Date:	_____

CUSTOMER IDENTIFICATION PROGRAM NOTICE:

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. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Federal Regulation also requires us to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

Your account may be restricted or closed if we cannot obtain and verify this information.

ADDITIONAL TERMS AND CONDITIONS

SECTION VII- OPERATIONS OF THE CUSTODY ACCOUNT

- 7.1 The Custodian shall have the following powers in addition to the powers customarily vested in a Custodian by law and in no way in derogation thereof:
- (a) To hold the Cash Balance in the Custody Account in a sub-custodian, brokerage account, commercial bank, or other third party facility deemed prudent by the Custodian;
 - (b) To cause the Cash Balance in the Custody Account to be registered in, or transferred into, its name as Custodian or the name of its nominee or nominees or to retain them unregistered or in form permitting transfer by delivery, but the books and records of the Custodian shall at all times show that all such investments are part of the Custody Account; and
 - (c) To do all acts which it may deem necessary or proper and to exercise any and all powers of the Custodian under this Agreement upon such terms and conditions which it may deem are for the best interests of the Custody Account.

SECTION VIII- INVESTMENT OF THE CUSTODY ACCOUNT

- 8.1 The Custodian shall invest and reinvest income of the Custody Account pursuant to the written, telephonic, or computer-generated direction of the Account Owner, Advisor, each Selected Manager or any authorized agents or representatives, and keep the same invested without distinction between principal and income. The Custodian shall not be responsible for, nor make any determination regarding the prudence of such investment or reinvestment, and Account Owner hereby affirms that it is not relying on Custodian to make said determination.
- 8.2 Subject to 8.1, the Custodian shall have the following powers in addition to the powers customarily vested in a Custodian by law and in no way in derogation thereof:
- (a) With any cash at any time held by it, to purchase or subscribe for any Authorized Investment (as defined below) through any broker-dealer the Custodian may select, including any broker-dealer affiliated with the Custodian, and to retain such Authorized Investment in trust;
 - (b) To sell for cash or on credit, redeem, exchange for another Authorized Investment, or otherwise dispose of any Authorized Investment at any time held by it;
 - (c) To purchase Authorized Investments at a premium or discount;
 - (d) To employ suitable agents, actuaries, accountants, and counsel to pay their reasonable expenses and compensation with the notification and approval of the Account Owner;
 - (e) To cause any investment in the Custody Account to be registered in, or transferred into, its name as Custodian or the name of its nominee or nominees or to retain them unregistered or in form permitting transfer by delivery, but the books and records of the Custodian shall at all times show that all such investments are part of the Custody Account; and
 - (f) To do all acts which it may deem necessary or proper and to exercise any and all powers of the Custodian under this Agreement upon such terms and conditions which it may deem are for the best interests of the Custody Account.
- 8.3 "Authorized Investment" as used in this Agreement shall mean bonds, debentures, notes (including any exchange traded note), or other evidences of indebtedness; stocks (regardless of class), or other evidences of ownership in any corporation, model portfolios managed by third party managers, registered mutual funds, investment companies, associations, or business trusts, or exchange traded funds.
- 8.4 Custodian shall have no obligation to determine the fair market value of any assets (a) which are not listed on any national securities exchange, (b) whose, with respect to mutual funds, net asset value per share is provided by the mutual fund company, or (c) for which the fair market value is not readily available and which the Custodian has been directed to acquire for the Custody Account, notwithstanding that Custodian's compensation may be determined whole or in part by such value. With respect to any such asset, the Custodian may use the cost of such assets as its fair market value until otherwise instructed.
- 8.5 Custodian and or its affiliates may incur gains or losses when placing orders for ETFs due to market price changes between the time of the ETF's closing price and the time of the actual execution of the trade. These gains or losses are not due to delays or errors, but arise typically and regularly from "market-on-close" order execution requested by customers, which orders may be executed by Custodian's broker-dealer following the close of markets, to enable routine post-closing order processing and submission by third-party administrators and recordkeepers. This activity may result in a gain or loss to Custodian and or its affiliates depending on changes in market prices from one day's close to the next day's prices, and over time Custodian and or its affiliates may in the aggregate, accumulate net gains or net losses in connection with these order execution activities. In order to deliver the requested execution price, Custodian and or its affiliates will absorb any losses and retain any gains from these activities. Any such gains that are retained by Custodian and or its affiliates may be considered as additional compensation paid to Custodian and or its affiliates for ETF trading services provided to the Account Owner.

SECTION IX – ACCOUNTS TO BE KEPT AND RENDERED

- 9.1 The Custodian shall keep accurate and detailed accounts of all receipts, disbursements, and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Account Owner and Custodian. All accounts, books and records relating thereto shall be open to inspection and audit by any person or persons designated by the Account Owner at all reasonable times.
- 9.2 The Custodian delivers certain communications, such as trade confirmations and periodic account statements electronically, either directly or through its agents. The Account Owner consents to receive such communications in an electronic format if the Custodian determines to deliver them by electronic means. Account Owner has reviewed, and hereby agrees to the terms and conditions in the "Electronic Notification Agreement" attached hereto as Schedule III. Account Owner understands that if it does not wish to receive these statements electronically, it must notify Custodian in writing. By entering the contact information in section 1.3 above, the Account Owner acknowledges that the Custodian has satisfied any delivery or notification requirements in the Agreement by supplying such information to this contact.
- 9.3 The Account Owner instructs the Custodian to vote all proxies with management unless otherwise directed in writing by the Account Owner.

SECTION X – THE CUSTODIAN

- 10.1 The Custodian accepts the Custody Account hereby created and agrees to perform the duties hereby required by it, subject however, to the following conditions:
- (a) The Custodian shall receive as compensation for its services such amounts as specified on Schedule I of this Agreement. The Account Owner acknowledges that such fees are subject to change at any time, with reasonable notice. Except as otherwise provided herein, the Custodian's compensation and any other proper expense of the Custodian for the Custody Account (unless payable out of the Custody Account) including all personal property taxes, income taxes, transfer taxes, and other taxes of any and all kinds whatsoever shall be paid by the Account Owner, provided, however, that Custodian shall be authorized, but not obligated, to charge such compensation and expenses against the Custody Account if any such charges are not paid by the Account Owner within 60 days.
- (b) The Custodian may retain as additional fees any credit earnings or interest on the cash in the Custody Account awaiting disbursement. Any such cash balances are payable on demand at direction of the Account Owner. The Account Owner acknowledges that more precise information regarding the Custodian's policies for cash "float" is available at www.secure.macg.com, "Terms and Conditions", and represents that he or she has read and understands such policies. The Account Owner acknowledges that additional information regarding these policies is available upon request to the Custodian.
- (c) **The Custodian or any of its affiliates may from time to time receive fees in accordance with Rule 12b-1 under the Investment Company Act of 1940, as amended (a "12b-1 Plan"), pursuant to which fees are payable to eligible recipients (the "12b-1 Fees"), and some or all of which mutual funds and/or their service providers may also from time to time pay other fees to eligible recipients for the furnishing of shareholder, record keeping, and other services beyond the scope of the 12b-1 Plans ("Service Fees"). In connection with the Custody Account's investments in such mutual funds, the funds or their service providers may also make available certain transaction based compensation to eligible recipients, including commissions (the "Commissions"). The 12b-1 Fees, Service Fees, and Commissions, in the aggregate, are hereafter referred to as the "Fund Fees." You hereby appoint the Custodian or its affiliates as broker-dealer of record on the mutual fund accounts established on your behalf and acknowledge that any such Fund Fees paid in connection with the Custodian's appointment will be retained by the Custodian or its affiliates as additional compensation.**
- 10.2 The Custodian may resign at any time by giving written notice to the Account Owner at least sixty (60) days prior to the resignation date. The Account Owner may terminate Custodian at any time by giving written notice to the Custodian at least sixty (60) days prior to the termination date. The above notwithstanding, resignation or termination may be made at any time upon mutual consent of the parties. Upon the effective date of such resignation or termination, Custodian shall deliver the Custody Account to the successor custodian, subject to reimbursement by Account Owner for all reasonable costs incurred in connection with such transfer.
- 10.3 In connection with the investment of the Custody Account, Custodian is authorized to purchase and sell securities through any broker-dealer, including any broker-dealer affiliated with the Custodian, and the Account Owner hereby acknowledges and agrees to the use of any broker-dealer selected by the Custodian, whether affiliated or otherwise. The payment of any reasonable and customary brokerage commissions to such affiliated broker-dealer shall not reduce or otherwise affect the Custodian's compensation hereunder.
- 10.4 Custodian will at all times be subject to the direction of the Account Owner, the Advisor as named in Section II and/or each Selected Manager, as appropriate, and shall not act, nor be under any obligation to act, absent the direction of such parties. Custodian may rely upon any direction, information or action of any such party as being proper under this Agreement and is not required to inquire into the propriety of any such direction, information or action. The duties and obligations of the Custodian shall be limited to those specified hereunder.

SECTION XI – AMENDMENTS TO AGREEMENT

- 11.1 The provisions of this Agreement may be amended at any time and from time to time upon mutual written agreement between the Account Owner and Custodian.

SECTION XII – IDEMNIFICATION & LIABILITY

- 12.1 The Custodian, its affiliates and their respective agents, employees, or nominees (collectively, “Indemnified Parties”) shall be indemnified and held harmless by the Account Owner from and against any and all actions, claims demands, losses, damage or expenses of any kind (including attorney's fees and expenses), or liabilities (referred to collectively as "Claims") to which any Indemnified Party may be subject hereunder, including without limitation, any Claim arising out of any Indemnified Party's execution of brokerage transactions or actions or failures to act pursuant to any direction, consent, request, or other paper or document from the Account Owner, the Advisor, each Selected Manager, if any, or any employee, agent or representative of any of the foregoing that is reasonably believed by an Indemnified Party to be genuine, except to the extent that it is judicially determined that any loss, liability or expense is directly attributable to the Indemnified Party's (a) gross negligence or willful misconduct in the performance of its duties hereunder or (b) violation of applicable law.
- 12.2 No Indemnified Party shall be liable for any incidental, consequential or punitive damages, regardless of their cause or whether Custodian was aware of the possibility of these damages.
- 12.3 The Custodian shall be forever released and discharged from any liability or accountability to anyone with respect to the propriety of Custodian's acts or transactions shown in the Custody Account, except with respect to any acts or transactions as to which the Account Owner shall set forth in a written statement claiming gross negligence, willful misconduct or violation of applicable law on the part of the Custodian which is delivered to the Custodian on or before 90 days after the receipt of any statement.

SECTION XIII – ANTI-MONEY LAUNDERING

- 13.1 The Account Owner represents that: (a) all evidence or proof of identification provided is genuine and all related information furnished is accurate; (b) it will provide any information deemed necessary by the Custodian in its sole discretion to comply with its anti-money laundering program and related responsibilities from time to time; (c) it is not acting as agent, representative, intermediary/nominee or in any similar capacity for any other person or entity.

SECTION XIV – CONFIDENTIALITY & PRIVACY

- 14.1 The Custodian shall maintain the confidentiality of your information in accordance with applicable laws. In addition, non-public personal information shall only be disclosed: (i) as necessary to provide services related to your Account under this Agreement; (ii) as required by law; and (iii) as requested by the Account Owner. You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. A copy of the Custodian's Privacy Policy is attached hereto as Schedule III.

SECTION XV - MISCELLANEOUS PROVISIONS

- 15.1 Except as provided hereunder, in no circumstances, whether upon amendment or termination of this Agreement, or otherwise, shall any part of the Custody Account be used for or diverted to any purposes other than the exclusive benefit of the Account Owner or its beneficiaries.
- 15.2 This Agreement shall be binding on any and all successors to the Custodian and the Account Owner.
- 15.3 This Agreement shall be construed, enforced and regulated under federal law and to the extent (if any) not preempted thereby, under the laws of the Commonwealth of Pennsylvania.

SECTION XVI - ARBITRATION

- 16.1 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Pittsburgh, Pennsylvania.
- 16.2 Regulatory authorities require Custodian disclose the following with respect to arbitration agreements:
- (a) Arbitration is final and binding on the parties.
 - (b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.
 - (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
 - (d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

- 16.3 No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:
- (a) The class certification is denied;
 - (b) The class is decertified; or
 - (c) The customer is excluded from the class by the court.
- 16.4 Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

SCHEDULE I – MATC CUSTODIAL FEES

Mid Atlantic Trust Company Fees		
Platform Fees		
Item	Cost	Paid by
Advisor Custody Platform* <i>Includes: Access to TNS, ModelxChange, Fee Billing Module, Tax Reporting, Client Account Statements, Unlimited Mutual Fund Trading, ETF Trades via ModelxChange (<= 100/acct/year)</i>	First \$500,000 0.15% Next \$500,000 0.10% Over \$1,000,000 0.05%	**
ETF Trades in Excess of 100/account/year	\$4.95/trade/acct.	**
<p>* The Advisor Custody Platform fee is quoted at an annualized rate. The actual fee will be calculated on a set schedule based on calendar days in the period and will be charged against the month end balance of the account based on settled transactions. The schedule is set by the Investment Advisor either monthly or quarterly, and in advance or in arrears.</p> <p>** This fee is the responsibility of the Account Owner, but may be included in the annualized investment management fee charged by your Investment Advisor and paid from your Custody Account. Please consult with your Advisor for specific details related to your investment management fees associated with your Custody Account and how they are charged to you.</p>		
Administrative Fees		
Item	Cost	Paid by
Additional Account Servicing Fees		
Setup Charge (per event)	\$0	Client Account
Closing Charge (per event)	\$100	Client Account
Security Transfer (per event) ***	\$25	Client Account
ACAT Transfer (when available)	\$75/account	Client Account
Cashiering Fees		
1st Annual Reportable Distribution (per acct.)	\$25	Client Account
Follow-on Reportable Distributions (per event)	\$2.50	Client Account
Incoming Check/ ACH/ Wire	\$0	Client Account
Outgoing Check (per event)	\$8	Client Account
Outgoing ACH (per event)	\$0	Client Account
Outgoing Wire (per event)	\$20	Client Account
Check Stop (per event)	\$25	Client Account
Overnight (per event)	\$20	Client Account
Overdraft Charges (calculated daily)	Greater of \$50 or Prime + 2%	Client Account
Paper Statements	\$3/month/account	Client Account
<p>*** Security transfer events include manual transfers and custodial pulls via the NSCC or other means and are defined as the greater of the per security per account total for the sending or receiving entity. For example: Five fully disclosed fund accounts in the same security identifier at MATC sent to one omnibus fund account at the receiving custodian would be five events. Likewise, one omnibus fund account at MATC sent to five fully disclosed positions at the receiving custodian would be five events.</p>		

SCHEDULE II – ELECTRONIC NOTIFICATION ACKNOWLEDGEMENT

You acknowledge that you will receive electronic notification that documents are available to view online in an electronic format rather than receiving paper documents through the U.S. Mail. You confirm your consent and agree to the terms and conditions of such electronic notification by executing this Custodial Agreement. Currently, certain documents are not included in the electronic notification program and will continue to be delivered to you via U.S. Mail. However, in the future some or all of these documents may be made available for you to view online in accordance with this Agreement.

NOTIFICATION OF AVAILABILITY OF DOCUMENTS.

Custodian will notify you by e-mail or other electronic means when an account statement, possibly with related inserts, trade confirmation, or other documentation is available for online viewing. Related inserts may include, but are not limited to, marketing documentation and documentation required to be provided to you pursuant to regulatory rules, such as privacy policies and other important information regarding your account.

ACCESSING DOCUMENTS

The electronic notification you receive will include a link or Internet address (URL) where the document(s) can be accessed, viewed, and printed.

CHANGING SELECTIONS OR REVOKING CONSENT

You generally may revoke your consent to receive electronic notification by notifying Custodian in writing. Unless revoked by you, your consent to receive electronic notification is effective until further notice to Custodian. Custodian, and/or its agents reserve the right to revert any documents you have chosen to view online back to paper delivery at any time. Please note that if you revoke your election(s), this will result in such document(s) being mailed to you in paper form through the U.S. Mail and you will no longer receive electronic notification when new documents are available to be viewed online.

ACCOUNTS IN A HOUSEHOLD

If you, as part of a household, have consented to electronic notification, such documents will be available online only and will no longer be included within the envelope you currently receive through U.S. Mail containing any other householded documents. However, the account values for all household accounts will continue to be provided on the Consolidated Summary of Accounts statement, which will continue to be provided via U.S. Mail and on-line. In the event that all accounts in the household choose electronic notification, then no documents will be provided via U.S. Mail, including the Consolidated Summary of Accounts statement, which will be available online.

E-MAIL ADDRESS OF RECORD FOR ACCOUNTS WITH JOINT AND/OR MULTIPLE OWNERS

You are able to provide an e-mail address for each account owner at the time of new account set up or during maintenance on the account. Only one account owner's authorization is required to enroll in or initiate electronic notification. For purposes of electronic notification, you will need to designate one of the existing e-mail addresses associated with a joint or multiple owner account as the "e-mail address of record." The e-mail address of record will be the only e-mail address to which electronic notification will be sent when documents are available for viewing. The e-mail address of record must be the e-mail address of an account owner who has authority to make transactions and act on behalf of the account. For example, you may not designate the e-mail address of a minor, incompetent, or deceased individual as the e-mail address of record.

INTERESTED PARTIES

If you have designated one or more interested parties to receive copies of your account statements, trade confirmations, or other documents, they may continue to receive copies of such documents via U.S. Mail, or may receive such documents electronically, at the discretion of Custodian.

INFORMATION ON SYSTEMS REQUIREMENTS

To participate in the electronic notification program, you must have a valid e-mail address on record and Internet access via a browser that is JavaScript-enabled. Your internet service provider may apply a charge. Certain documents are currently provided in Portable Document Format (PDF). In order to access PDF documents, you must have Adobe® Acrobat® Reader software. This software is available for download at no cost at www.adobe.com. Additional system requirements may be necessary for documents that exceed certain data capacity.

If you do not have the ability to access, print, and/or retain PDF documents, do not consent to this Electronic Notification Agreement. By electing to participate in the electronic notification program, you confirm that your personal computer is equipped with the Adobe Acrobat Reader and that you have the ability to access, print, and/or retain PDF documents. If you have difficulty viewing documents electronically, you will need to contact Custodian to address any such issues. If you have provided a correct e-mail address of record and you experience difficulty in receiving the e-mail notification electronically, it may be necessary for you to contact your internet service provider for further assistance.

PERIODIC CONFIRMATIONS AND STATEMENTS

Custody Accounts that are managed on a discretionary basis will receive notification of confirmation availability on a quarterly basis. Account statements will be provided on a monthly basis, with email notification of availability. You may visit Custodian's URL at any time on the Internet to obtain information regarding the Custodial Account between notification periods, which information including trade confirmations, positions, cash disbursements and receipts, dividends are updated on a daily basis and available for your review or download.

CONSENT AND ACCEPTANCE

To consent to the terms of electronic notification program as described above, please read the following statement carefully before acceptance:

Account Owner has read, understands, and agrees to be bound by the terms and conditions described above. Account Owner consents to receive electronic notification via email or other electronic means which will include a link or Internet address (URL) where the document(s) can be accessed, viewed, and printed. Account Owner understands that Account Owner may incur costs, including but not limited to online time and other charges from Account Owner's internet service provider, in accessing and/or viewing such document(s). Account Owner understands and agrees that: (i) certain documents may continue to be delivered to Account Owner via U.S. Mail that are not included in the electronic notification program and that in the future some or all of these documents may be made available for Account Owner to view online in accordance with this Agreement, (ii) Account Owner consents to view documents electronically does not automatically expire and is not limited as to duration, (iii) Custodian may revoke Account Owner's participation in the electronic notification program at any time at its discretion, (iv) Custodian will be not liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from Account Owner's use of the product or services provided pursuant to this Agreement, and (v) inserts that may be provided along with Account Owner's account statements contain important information or disclosures concerning the Custody Account and Account Owner agrees to review such inserts in a timely manner.

FACTS

WHAT DOES Mid Atlantic Capital Group of Companies and Associates 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 and name/address
- financial information and investment objectives
- suitability information and investment experience

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 customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Mid Atlantic chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Mid Atlantic 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	N/A
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	N/A
For nonaffiliates to market to you	NO	N/A

Questions?

Call 800-693-7800 or go to www.macg.com

Who we are

Who is providing this notice?

Mid Atlantic Capital Corporation, Mid Atlantic Financial Management, Mid Atlantic Trust Company, First Mercantile Trust Company, American Trust Retirement, LPA Insurance Agency, Inc., for additional Companies see below.

What we do

How does Mid Atlantic 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 Mid Atlantic collect my personal information?

We collect your personal information, for example, when you

- open an account or transfer an account
- update your account or transact in your account
- or from your representative regarding your preferences.

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.

- *These are: EdgeCo Buyer, Inc., GUA/Uniontown Capital Corp.; Mid Atlantic Capital Group, Inc.; Mid Atlantic Clearing & Settlement Corporation and Select Opportunity Fund LP.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Our nonaffiliated service providers are obligated to keep the personal information we share with them confidential and use it only to provide services specified by Mid Atlantic. ***

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Mid Atlantic does not share personal information with unaffiliated third parties for use in marketing their products or services.*

Other important information

** If you conduct business with Mid Atlantic through a nonaffiliated investment professional, we may exchange information that we collect with your investment professional or with others they may authorize.