



Form **5305-R**
(Rev. April 2017)
Department of the Treasury
Internal Revenue Service

**Automatic Rollover Roth
Individual Retirement Trust Account Agreement**

(Under Section 408(a) of the Internal Revenue Code)

Do not file
with the Internal
Revenue Service

This Automatic Rollover Roth Individual Retirement Trust Account Agreement (hereinafter called the "Agreement") is made between The Bancorp Bank, a Delaware state-chartered bank (hereinafter referenced as "Bancorp" or the "Trustee"), and governs the "safe harbor" Roth Individual Retirement Trust Account (hereinafter referenced as the "Trust Account" or the "Account") established for the individual (hereinafter referenced as the "Grantor," "you," or "your") by the plan sponsor or administrator of the eligible retirement plan in which you had participated (the "Distributing Plan").

The "safe harbor" IRA rules permit the plan sponsor or administrator of the Distributing Plan to remove small account balances of former employees or account balances from terminated plans by creating an IRA on your behalf and contributing your plan account to the IRA. Pursuant to section 401(a)(31)(B) of the Internal Revenue Code ("IRC"), the plan sponsor or administrator of the Distributing Plan entered into an agreement with Bancorp, with the intent of satisfying its fiduciary responsibilities under the "safe harbor" IRA rules, for Bancorp to accept the distribution of your vested interest in the Distributing Plan as a direct rollover and to hold such direct rollover for your benefit.

The Account consists of amounts which had been held in a designated Roth account under the Distributing Plan. Such amounts have been rolled over to the Account on your behalf from the Distributing Plan, to be held by Bancorp for your benefit because you did not elect to have such distribution paid directly to you or to another Roth IRA or eligible retirement plan of your choosing.

The Grantor information reflected on the Trustee's records was provided by the plan sponsor or administrator of the Distributing Plan and reflects its most recent records. The Trustee shall provide all services as described herein based upon the information provided by the Distributing Plan and as updated by the Grantor from time to time.

**Article I
Limitations of Trust Account**

The Trust Account is a limited purpose, non-transactional account held for Grantor's benefit. The only contributions permitted to be made to the Account are the contribution or contributions made by the Distributing Plan that established the Trust Account on the Grantor's behalf. The Grantor is not permitted to make additional contributions to the Account, by rollover or otherwise. The Trustee restricts the investment of the Account to the Bank Money Market Account or other qualified investment designated by Trustee. (See Article X-1(b)). Grantor may not direct the investment of the Account in other investments, whether or not such investments would otherwise be permissible in an IRA.

Grantor may not withdraw or otherwise control the funds in the Trust Account until Grantor has asserted ownership of the Account by completing the Adoption Agreement provided by Trustee and complying with all requirements of the USA PATRIOT Act and the rules of the Bancorp Customer Identification Program (CIP). Partial distributions, partial outgoing rollovers or partial outgoing transfers from the Trust Account are prohibited. The Trustee permits only full-balance distributions, rollovers or transfers from the Trust Account.

**Article II
Legal Limits on Contributions**

NOTE: Notwithstanding the following, contributions to the Account are limited to your designated Roth account under the Distributing Plan which has been rolled over on your behalf by the plan sponsor or administrator of the Distributing Plan. See Article I (Limitations of Trust Account) for more information. See the Disclosure Statement for the contribution limits for 2017.

Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the Trustee will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

**Article III
Phase-out of Contribution Limits**

NOTE: See the Disclosure Statement for the phase-out thresholds for 2017.

1. The annual contribution limit described in Article II is gradually reduced to \$0 for higher income levels. For a Grantor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married Grantor filing jointly, between AGI of \$186,000 and \$196,000; and for a married Grantor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Grantor and Grantor's spouse.

**Article IV
Nonforfeitability**

The Grantor's interest in the balance in the Trust Account is nonforfeitable.

**Article V
Legally Prohibited Investments**

1. No part of the Trust Account funds may be invested in life insurance contracts, nor may the assets of the Trust Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the Trust Account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

**Article VI
Distribution Limitations (following death of Grantor)**

NOTE: See the Disclosure Statement for detailed information about Roth IRAs, including the requirements for a "qualified distribution" that preserves the Trust Account's intended tax consequences. Only full-balance distributions from the Trust Account are permissible. Partial distributions are not permitted. See Article I (Limitations of Trust Account) for more information.

1. If the Grantor dies before Grantor's entire interest is distributed to Grantor and the Grantor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below.
 - (a.) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Grantor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Grantor.
 - (b.) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Grantor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Grantor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Grantor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Grantor.

**Article VII
Records**

1. The Grantor agrees to provide the Trustee with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The Trustee agrees to submit to the IRS and Grantor the reports prescribed by the IRS.

**Article VIII
Certain Controlling Provisions**

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles II through V and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

**Article IX
Amendment to Comply with Legal Requirements**

This Agreement will be amended as necessary to comply with the provisions of the Internal Revenue Code, related Regulations, and other published guidance.

As permitted under IRS model forms, The Bancorp Bank has added Article I and all provisions that follow this Article IX. Without prior notice to or consent of the Grantor or Grantor's beneficiaries, the Trustee may amend this Agreement from time to time in order to comply with the provisions of the IRC and related regulations. Notice of such amendment will be sent to the Grantor within thirty (30) days after such amendment is to be effective. The Trustee may also amend this Agreement for any other reason without the consent of the Grantor or the Grantor's beneficiaries upon prior notice that is sent to Grantor at least thirty (30) days before the date such amendment is to be effective.

Article X
General Powers and Duties of the Trustee

1. The Trustee is hereby authorized and empowered:
 - (a.) To establish this Trust Account upon the authority of the designated fiduciary representing the Distributing Plan from which the rollover contribution is received. The signature of the Grantor is not a condition precedent to the lawful creation of this Account. Further, the Trustee shall not be required to comply with the provisions of the USA PATRIOT Act until such time as the Grantor or beneficiary first contacts the Trustee to assert ownership and exercise control over the Account. Prior to such assertion of ownership, the Trustee is not required to comply with the rules of the Bancorp Customer Identification Program (CIP) notwithstanding the Distributing Plan's establishment of the Trust Account and transfer of the rollover contribution on behalf of Grantor.
 - (b.) To invest and reinvest the Trust Account only in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity. Investment of the Account shall be limited to qualified investments designated by the Trustee which satisfy the provisions of Section 2550.404a-2 and 404a-3 of Title 29 of the Code of Federal Regulations (a "qualified investment") (as described in Article I, no additional contributions to the Account are permitted). The investment product selected for this Account shall be offered by a state or federally regulated financial institution. The initial investment of the Account shall be an FDIC-insured, interest-bearing bank money market account maintained by The Bancorp Bank (a "Bank Money Market Account"). Anything in this Agreement to the contrary notwithstanding, the provisions of this Article X-1(b) shall govern the investment of the Account until such time as the Grantor has complied with all CIP requirements of The Bancorp Bank and until such time as the Grantor or the Grantor's duly authorized agent shall direct the Trustee to distribute the Account in full or transfer the Account by means of a direct rollover to an eligible retirement plan or Roth individual retirement account maintained by another financial institution. **The Account is a limited purpose, non-transactional Roth IRA established for the benefit of the Grantor with limited or no investment options other than the Bank Money Market Account (or other qualified investment designated by the Trustee) in which the funds are invested.**
 - (c.) To the extent applicable with respect to assets of the Trust Account, to exercise in person or by proxy all the voting and other rights of an individual owner with respect to any assets held in the Account. Unless instructed to the contrary in writing by the Grantor, the Trustee may, but is not required to vote, in accordance with what the Trustee believes to be the recommendation or preference of the "management" or "controller(s)" of any investment of or any matters pertaining to the Account. Notwithstanding the foregoing, the Grantor agrees that the Trustee may, but is not required (unless required under applicable law), to inform Grantor by forwarding materials or otherwise communicating with Grantor as to any questions, decisions or other matters for which a vote may be requested, necessary or helpful, and Trustee shall thereafter have no responsibility whatsoever with respect thereto. Grantor acknowledges and agrees that unless required by applicable law, Trustee is not responsible for communicating, forwarding or notifying any party, including the Grantor, with respect to any communication or matter which comes to the attention of or is received by Trustee with respect to the Account's investments, and that Grantor is responsible for making separate arrangements for receiving such communications.
 - (d.) To collect any income generated from the investment of the Trust Account and add such sums to the Account; to make payments, disbursements or distributions from the Account as directed by the Grantor or the Grantor's authorized agent, or as provided under the provisions of this Agreement; to purchase, sell, convey, assign, exchange, mortgage or pledge any property in the Account in such manner and upon such terms as the Trustee shall deem proper, and in conformity with the terms of this Trust Agreement and federal regulations of Individual Retirement Accounts.
 - (e.) The Trustee shall be responsible only for such funds received by it hereunder. The Trustee shall invest the Account as provided in Article X-1(b) and act only with the consent and approval of the Grantor in the disbursement and disposition of the Trust Account assets for the purposes, and in accordance with the provisions of this Agreement; provided, however, that the Grantor shall have no authority to direct the disbursement and disposition of the Account until the Grantor or the Grantor's duly authorized agent or beneficiary contact The Bancorp Bank to assert ownership or exercise control over the Account and comply with the rules of the Bancorp Customer Identification Program (CIP). Subject to Article X-1(a) and (b) hereunder and this Article X-1(e), the Grantor or the Grantor's duly authorized agent shall direct the Trustee as to investment and reinvestment of the Account. Trustee shall have no duty or obligation to inquire into the propriety of any direction of the Grantor or Grantor's authorized agent, unless the direction conflicts with the terms of this Agreement.
 - (f.) In the event Trustee permits Grantor to invest the Account in investments other than the Bank Money Market Account, the Trustee shall have no duty to review the assets held in the Account in respect to their safety, risk, or timeliness, and shall render no financial opinion as to property so held or as to the advisability of subsequent purchases directed by the Grantor. The Trustee shall not be held liable or otherwise account for losses incurred by reason of investment selections in accordance with Grantor's or the Grantor's authorized agent's directions.
 - (g.) The Trustee may hold any Trust Account property in the name of the Account, or in the name of a nominee, and may enter into agreements, including agreements with a brokerage house selected by the Trustee, to facilitate holding such property.

Article XI
Investment of the Account

All investment and reinvestment of funds held in this IRA shall be in strict accordance with the provisions of Department of Labor (DOL) Regulations 2550.404a-2(c)(3) (i), (ii) and (iii) and the terms of this Agreement. In the event Trustee permits the Account to be invested in investments other than the Bank Money Market Account, upon the death of the Grantor, the designated beneficiary assumes all rights and responsibilities for investment of the Trust Account.

Article XII
Other Administrative Powers and Duties of the Trustee

1. The Trustee shall have full power and authority to settle, compound or abandon all claims and demands in favor of or against the Trust Account, including any claim that may be asserted for taxes under present or future laws; to maintain or defend any litigation necessary in its administration of the Trust Account if indemnified to its satisfaction against any expenses and liabilities sustained or anticipated in connection therewith; to retain any funds subject to any dispute without liability for payment of interest or decline to make payment thereof, until final adjudication of such dispute by a court of competent jurisdiction.
2. The Trustee may make any payment or distribution required or authorized hereunder by mailing its check or other property to the payee at the address last furnished to the Trustee. The Trustee shall not be liable for any payment made in good faith without actual knowledge of any changed condition or status of any person receiving benefits hereunder.
3. The Trustee may consult with and employ other agents or legal counsel, who may, but need not be counsel for the Trustee individually, and the Trustee shall be fully protected from liability in actions taken or omitted, in good faith, upon the advice of such counsel.
4. The Trustee may perform any and all other acts which in its judgment may be necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust Account assets.
5. The Trustee may pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the Trust Account out of the assets of the Trust Account. Before payment of any benefit, the Trustee may require releases or other related documentation from the taxing authority and require indemnification from such payee as may be necessary for the Trustee's protection against tax liability.

Article XIII
Designation of Beneficiaries

The Trust Account is not controlled by the beneficiary designations, if any, Grantor made with respect to the Grantor's interest under the Distributing Plan. The Trustee's default beneficiary designation will control until the Grantor has filed with the Trustee a written election of the method of payment of benefits under Article VI and a written designation of beneficiary or beneficiaries. Such designations may be changed from time to time, without the consent of any party, by filing a new designation with the Trustee on a form provided by or acceptable to the Trustee, prior to the Grantor's death; provided, however, that Grantor must first exercise ownership and control over the Account and comply with the USA PATRIOT Act and Trustee's Customer Identification Program (CIP) before taking any action with respect to the Account, including changing the beneficiary. If no beneficiary designation is effective at Grantor's death, then upon Trustee having been notified of the death of the Grantor, and such fact is verified to Trustee's satisfaction, the remaining assets in the Account will be distributed one hundred percent (100%) to the spouse of the Grantor, or if there is no spouse surviving or if the Grantor was never married, distribution shall be to the executor or administrator of Grantor's estate.

Article XIV
Records, Reports and Valuation of Trust Accounts

1. The Trustee shall furnish or cause to be furnished to the Grantor an annual calendar year report concerning the status of the Account. Unless otherwise directed by the Grantor, this statement shall be furnished by mail at the last known address of the Grantor on the records of Trustee. The records of the Trust Account shall be opened to inspection by the Grantor during the Trustee's regular business hours.
2. The Trustee shall determine the value of the Trust Account as of December 31 of each year, or such other additional day or days as the Trustee may select, or upon liquidation of the Trust Account, which value shall be based upon its fair market value if readily determinable at such time. For distribution purposes, the liquidation date shall be the date of valuation of the Account, which liquidation shall occur a reasonable time after written notification to the Trustee that a distribution is to be made to Grantor.
3. The Trustee agrees to submit reports to the Internal Revenue Service and the Grantor at such time and in such manner and containing such information as is prescribed by the Internal Revenue Service.
4. Grantor shall have forty-five (45) days after receipt of an Account statement to file any written objections or exceptions with Trustee. The failure to file any objections or exceptions within said forty-five (45) day period shall signify Grantor's approval of the statement and preclude Grantor from making future objections or exceptions regarding the statement. Such approval by Grantor shall be full acquittance and discharge to Trustee of such statement.

Article XV
Spendthrift Provision, Prohibition of Grantor to Pledge Assets

Neither the Grantor nor any beneficiary shall have any right to pledge, assign, anticipate, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the Trust Account. No interest in the Trust Account shall be liable in any manner for the debts, defaults, obligations or liabilities of the Grantor, the Grantor's beneficiaries, spouse, or heirs-at-law. Each distribution, transfer or payment of any part of the Trust Account by the Trustee shall be made to the person entitled thereto (or in the event of such person's legal disability, then to such person's legal representative) and only to them and upon their personal receipts or endorsements, free of anticipation or alienation, voluntary or involuntary, and not upon any written or verbal order or upon any assignment or transfer by such person.

Article XVI
Indemnification and Hold Harmless

In consideration of the Trustee's continued maintenance of the Trust Account and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor, on behalf of himself/herself, his or her representatives, successors and assigns hereby agrees at all times to fully indemnify and hold Trustee, its directors, officers, employees and agents, harmless from and against any and all losses, costs, suits, actions, claims, liabilities, and expenses, including reasonable attorneys' fees and disbursements of counsel (collectively, "Damages") of any character, type or description resulting from or arising out of: (i) the investment of the Account in the Bank Money Market Account or other qualified investment; (ii) the performance or non-performance of the Grantor's duties and obligations under this Agreement; (iii) any actions or omissions of the Trustee, arising out of or resulting from the Trustee's execution of any direction to so act or fail to act provided by the Grantor or the Grantor's authorized representative, including withdrawals, beneficiary designation and (if applicable) investment instructions; and (iv) the prosecution or defense of any legal action involving the Trust Account including, without limitation, claims asserted by Grantor; excepting Damages resulting from or arising out of the gross negligence or willful misconduct of the Trustee. In no event will the Trustee be liable for consequential, indirect, special or punitive damages, regardless of whether the Trustee is advised of the possibility of such damages and regardless of whether such liability is based on breach of contract, tort or otherwise. The Trustee will not be responsible for any taxes, penalties, judgments, investment losses, and expenses incurred by the Trust Account. The indemnification obligations of the Grantor will survive the termination of this Agreement.

Article XVII
Dispute Resolution and Agreement to Arbitrate

Purpose

This arbitration provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Definitions

As used in this arbitration provision, the term "Claim" means any claim, dispute or controversy arising between you and us (the Trustee) from or relating to the Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this arbitration provision or the agreements. "Claim" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Account; (ii) the amount of funds in the Account; (iii) advertisements, promotions or oral or written statements related to the Account; and (iv) the benefits and services related to the Account. We shall not elect to use arbitration under the arbitration provision for any Claim that you properly file and pursue in a small claims court of your state or municipality, so long as the Claim is individual and pending only in the court.

As used in the arbitration provision, the terms "we" and "us" shall for all purposes mean the Trustee, wholly owned or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with the Account, if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

As solely used in this arbitration provision, the terms "you" or "yours" shall mean all persons or entities who have exercised ownership and/or control of, and/or use the Account, including, but not limited, to all persons or entities contractually obligated under any agreement, and all additional authorized persons or entities.

Initiation of Arbitration Proceeding/Selection of Administrator

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this arbitration provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator.

For a copy of the procedures, to file a Claim, or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614 (www.jamsadr.com); or (ii) AAA at 335 Madison Avenue, New York, NY 10017 (www.adr.org).

Significance of Arbitration

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR THE AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration

If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other account holders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees

Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court that is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures

This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration provision shall control if it is inconsistent with the applicable Code. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence.

Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of the decision within 20 days of the objecting party's submission.

The arbitrator shall take reasonable steps to preserve the privacy of individuals and business matters.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel that will conduct arbitration to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation

This arbitration provision shall survive termination of your Account. If any portion of this arbitration provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this arbitration provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

Notwithstanding the above, the Trustee shall have the right to bring suit against Grantor or the Trust Account in a court of competent jurisdiction for the recovery of any sums owed Trustee under this agreement, including, but not limited to, fees, costs, expenses and sums paid by Trustee in error to or for the benefit of the Trust Account or the Grantor.

Article XVIII Administrative Expense

All reasonable costs, charges, expenses, and taxes incurred by the Trustee in the administration of the Trust Account (including legal fees and compensation of other agents) and such reasonable compensation to the Trustee may be charged to and paid from the Trust Account by the Trustee. All fees and expenses attendant to the Trust Account including investment of this Account, (e.g., establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by Trustee for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of IRC section 401(a)(31)(B). Trustee shall have the authority to liquidate any and all of Grantor's Trust Account investments at its discretion in order to cover any unpaid fees and expenses due. The fees charged for this Account are listed in the Disclosure Statement.

Article XIX Removal and Appointment of Successor Trustee

Any Trustee or Successor Trustee may resign upon giving thirty (30) days prior written notice to the Grantor or, if the Grantor is then deceased, to the beneficiaries hereunder. Grantor shall appoint a Successor Trustee by providing written notice of the Successor Trustee to Trustee within thirty (30) days of Trustee's written notice to Grantor of its resignation. If Grantor does not so appoint a Successor Trustee in the allotted timeframe, Trustee is authorized to either (i) select and appoint a Successor Trustee and distribute the assets in the Trust Account to the Successor Trustee or so long as such Successor Trustee is a bank, trust company or person approved by the Secretary of the Treasury to hold and administer assets comprising an Individual Retirement Account under the provisions of Section 657(c) of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), or (ii) distribute the Trust Account to the Grantor or the beneficiaries regardless of any possible tax consequences.

Any Trustee or Successor Trustee may be removed by the Grantor upon giving thirty (30) days prior written notice to the Trustee. The Trustee in its sole discretion, may waive such notice requirement. The appointment of a Successor Trustee and transfer of the Trust Account assets shall be accomplished by the Grantor delivering a written instrument to the retiring Trustee with the acceptance of the Successor Trustee endorsed thereon. The Successor Trustee so appointed by the Grantor shall be a bank, trust company or person approved by the Secretary of the Treasury to hold and administer assets comprising an Individual Retirement Account under the provisions of Section 657(c) of EGTRRA, creating a Safe Harbor Automatic Rollover Individual Retirement Account.

The retiring Trustee shall continue to hold and exercise the powers conferred in the Agreement necessary for the transfer and delivery of the Trust Account assets to the Successor Trustee. The retiring Trustee shall also be entitled to withhold from the Trust Account assets such reasonable amounts as it may deem necessary to provide for any compensation due it, expenses incurred in the termination, transfer and delivery of the Trust Account assets to the Successor Trustee, and amounts for taxes or other liabilities as may be chargeable against the Trust Account. The retiring Trustee shall be reimbursed by the Grantor or Grantor's Successor Trustee for any deficiency in the amounts so withheld if they prove to be insufficient for such settlement of accounts.

The Successor Trustee shall acquire all of the powers conferred upon its predecessor but shall not be personally liable for any act or failure to act of the former Trustee. The transfer and delivery of the Trust Account assets to the Successor Trustee shall constitute a full and complete discharge and exoneration of liability for the retiring Trustee (absent fraud) unless it is so notified by Grantor or the Successor Trustee within forty-five (45) days from the date of resignation or removal of irregularities in its trusteeship.

If Trustee changes its name, reorganizes, merges with another organization, or if any portion of the business of The Bancorp Bank, including this Roth IRA, is sold to another organization that organization shall automatically become Trustee of this Roth IRA, but only if it is the type of organization authorized to serve as a Safe Harbor Automatic Rollover Roth Individual Retirement Account Trustee or custodian under DOL Regulations for such accounts.

Article XX Notice to the Trustee

Any and all notices or other communications directed to be given to the Trustee hereunder shall not be deemed delivered until actually received by the Trustee, in writing, at its place of business. The Trustee shall not be required to determine the validity of any receipt, affidavit, notice or other paper or agreement required to be delivered to it under this Agreement, but it shall be sufficient that such a document is delivered to it by one of the parties as herein required and that the same shall be in apparently correct form and signed or otherwise executed by the party required to sign or execute the same, and the Trustee shall be relieved of any liability or responsibilities for the sufficiency thereof as long as it purports on its face to be such form and executed by such person as is required by this Agreement.

Article XXI Amendments

Without prior notice to or consent of the Grantor or Grantor's beneficiaries, the Trustee may amend this Agreement from time to time in order to comply with the provisions of the Code, the Regulations thereunder, and other applicable law, and may also make such other amendments consistent with the Code and Regulations as the Trustee shall deem desirable. The Trust Account is created and shall be administered for the exclusive benefit of the Grantor and Grantor's beneficiaries, and no amendment shall permit any part or all of the Trust Account to be used or diverted to any other purpose. A copy of each amendment shall, in the sole discretion of the Trustee, be posted to the same web-site used for account statements or mailed to the Grantor at Grantor's last known address, or to the beneficiaries entitled to receive payments from the Trust Account at the time of the amendment, within thirty (30) days of the date such amendment is to be effective. Furthermore, other amendments may be made upon proper notice to the Grantor. The rights, duties and responsibilities of the Trustee shall not be changed without its written consent.

Article XXII Applicable Law

All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Delaware. If any part of this Agreement is held to be illegal, unenforceable, or invalid, the remaining parts will not be affected and will remain in full force and effect.