

# Non-Qualified Account

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Application Enclosed



A DIVISION OF COMMUNITY NATIONAL BANK

225 MAIN ST - PO BOX 225 | SENECA, KS 66538 | P: 800.680.0340 | F: 785.336.6880  
NEWACCOUNTS@CNBCUSTODY.COM | CNBCUSTODY.COM

## Instructions for Establishing a Non-Qualified Account

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The documents contained in this booklet may be used to establish a non-qualified custodial account. Applicable documents are as follows: Non-Qualified Account Application, Custodial Account Agreement, and Custodial Account Disclosure Statement. Contact your tax, legal, and/or financial advisors as necessary prior to establishing any type of non-qualified account.

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### Establishing your Account

1. Review the information contained in the Non-Qualified Account booklet and consult your financial, tax, and/or legal advisor as necessary.
2. Carefully complete each section of the Non-Qualified Application. It is imperative that you clearly indicate which type of account ~ Individual, Trust, Custodial for Minors, Estate, Joint Tenants with Rights of Survivorship, Conservatorship, Tenants in Common, Guardianship ~ that you have chosen to establish.
3. Make a copy of the Non-Qualified Account Application for your records.
4. Mail the completed Application with your signature to the address specified below along with any additional documents (i.e. transfer request, investment purchase authorization, etc.) and a check for the base fee and set up fee made payable to Community National Bank.
5. Retain the Non-Qualified Account booklet containing the Custodial Agreement and Disclosure Statement for your records.

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### Non-FDIC Statement

**The investments in your account, with the exception of the Community National Bank (CNB) savings balance and any CNB certificates of deposit, are not FDIC insured; are not obligations of the bank; are not guaranteed by the bank; and involve risks, including possible loss of principal.**

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### Investment of Custodial Account

Community National Bank (CNB) will serve as custodian of your account and provide record keeping and tax reporting. As a custodian we do not have investment discretion over your account. You and/or your designated representative (Rep) have the sole authority and discretion to select and direct the investment of all assets in your account. We permit you to invest in a wide variety of investments based on administrative factors only. CNB does not recommend or evaluate the prudence, merit, viability or suitability of any investment and will not be responsible for the performance of any investment product. CNB does not sponsor or endorse any investment products other than the CNB savings balance or CNB certificates of deposit. You should seek adequate financial, tax, and/or legal counsel as necessary to manage the assets of your account.

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### Not an Agent of Community National Bank

We do not sponsor or endorse any investment products other than CNB certificates of deposit. The suggested use of our custody services by a financial representative, product sponsor, or any other individual or entity, does not deem such person or entity to be an agent, employee, representative or affiliate of CNB except as otherwise disclosed. We are not responsible for and are not bound by any representations, warranties, statements, agreements, disclosures, advice or information made by any such person beyond the terms and provisions contained in the CNB Agreement, Disclosure Statements, or other CNB forms or CNB documents.

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### Appointment of Designated Representative

You may designate a Rep for your account by completing the applicable section on the Application. In doing so, you are appointing him/her to act as your agent with regard to directives of your account. Your designated Rep is not in any way an agent, employee, or representative of CNB unless otherwise disclosed by us.

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### Important Information About Procedures for Opening a New Account

Mandated by 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.

*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.

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### Mailing Instructions

The Non-Qualified Account application along with any other applicable documents (i.e. Transfer Request form, Investment Purchase Authorization, Subscription Documents, etc.) should be mailed to our office at:

*Mailing Address:*

**Community National Bank**  
Retirement Plans Division  
P.O. Box 225  
Seneca, KS 66538

*Physical Address\*:*

**Community National Bank**  
Retirement Plans Division  
225 Main Street  
Seneca, KS 66538

*\*Please be aware that due to our location, overnight deliveries are not received until afternoon.*

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### Make Checks Payable to... "Community National Bank"

When investing through a custodial, funds must first be deposited in the account for proper tax reporting. CNB will then process any purchase transactions as directed. This will provide a clear audit trail for account transactions. Checks should be made payable to "Community National Bank" rather than the escrow agent or company specified in the purchase documents.

CNB Custody charges fees for the processing of each account. Fees are based on the calendar year and are not prorated based on establishment or termination dates. Fees are not based on investment performance. Set-up and first year base fees are due upon establishment of the account. The annual base fee is due the beginning of each calendar year thereafter along with any transaction fees incurred through the year. Precious metals storage fees are charged upon opening of the storage account and annually thereafter. Special service fees are due as they occur. CNB reserves the right to require a minimum cash balance.

**Note:** Some investment products have arrangements wherein CNB fees, or a portion thereof, are covered when an account owner chooses their product as an investment. If at **any time** an investment sponsor elects to discontinue the fee arrangement, or a portion thereof, the account owner will be responsible for payment of all fees associated with their account. CNB's acceptance of fees through such arrangements shall not be construed as CNB's endorsement or recommendation of any investment product(s).

SET-UP FEE			
Due upon account establishment		\$50.00	
ANNUAL BASE FEE – Due upon establishment, assessed on a calendar year basis, not pro-rated			
Classic IRA		\$105.00	
Real Estate IRA		\$200.00	
Precious Metals IRA		No Base Fee, Transaction Fees Apply	
Non-Qualified and Custody Only Accounts		\$125.00	
INVESTMENT HOLDING FEES			
REITs, BDCs, Interval Funds, DSTs, and Other Standard Investments <sup>1</sup>		No Charge	
Non-Standard Investments <sup>2</sup> (See definitions of Non-Standard and Standard investments below)		\$50.00 each, up to 4 then no charge	
Real Estate		\$175.00 each	
Precious Metals		\$90.00 flat	
Cryptocurrency Trading Account		\$100.00 each	
PURCHASES, SALES, CORPORATE ACTIONS			
Standard Investments <sup>1</sup> and Cryptocurrency Trading Accounts		\$15.00 each	
Non-Standard Investments <sup>2</sup>		\$50.00 each	
Real Estate		\$150.00 each	
Precious Metals		\$25.00 each	
Periodic Purchases of Standard Investments <sup>1</sup>		\$5.00 each	
DISBURSEMENTS			
Cash Distributions by ACH		No Charge	
Cash Distributions by Check		\$10.00 each	
One-Time Transfer of Cash		\$25.00 each	
Periodic Transfer of Cash (1 <sup>st</sup> transfer is charged as one-time)		\$10.00 each	
Conversion or Recharacterization of Cash		\$25.00 each	
Re-registration of Investment <sup>3</sup> (Does not apply to investments transferring in to CNB)		\$50.00 each	
Account Closing		\$175.00 + Transaction Fees	
PRECIOUS METALS STORAGE FEE – May change without notice, due upon opening of storage account and annually thereafter			
Non-Segregated Storage at Delaware Depository (DDS)		Under \$500,000 = \$100 flat   Over \$500,000 = \$1 per \$1000	
Segregated Storage at Delaware Depository (DDS)		Under \$500,000 = \$200 flat   Over \$500,000 = \$2 per \$1000	
Segregated Storage at International Depository Services (IDS)		Under \$500,000 = \$150 flat   Over \$500,000 = \$200 flat	
SPECIAL SERVICE FEES – Subject to change without notice, due upon occurrence			
Duplicate or Interim Statement	\$10.00 each	Reprocessing of Tax Forms	\$50.00 each
Stop Payment or Returned Check	\$30.00 each	Outgoing Wire	\$30.00 each
Return ACH	\$10.00 each	Incoming Wire	\$10.00 each
Processing Funds for Closed Accounts	\$25.00 each	Special Mailing, Continental U.S.	\$35.00 each
Paper Statements <sup>4</sup>	\$5.00 each	Late Payment	\$30.00 per month
Precious Metals Shipping	\$10.00 + actual shipping cost	Special Service/Research <sup>5</sup>	\$100.00 per transaction/per hour

<sup>1</sup>Standard Investments include mutual funds, publicly traded stocks & bonds, REITs, interval funds, CDs, annuities, brokerage accounts, and other investments as determined by CNB.

<sup>2</sup>Non-Standard Investments include private stocks, bonds & notes, limited partnerships, limited liability companies, and other investments as determined by CNB.

<sup>3</sup>Re-Registration Charges apply to investments leaving an account due to transfer, distribution, conversion, recharacterization, divorce, or death. Some transfer agents may charge a fee to re-register investments they service, whether it be in or out of a CNB account. Please contact the specific transfer agent(s) to see if any additional fees may apply.

<sup>4</sup>Paper Statements can be produced on an annual, quarterly, or monthly basis for IRAs. NQAs require a monthly statement. If a statement frequency is not chosen, your IRA statements will be sent on an annual basis. By signing up for online access and eStatement delivery you can avoid the \$5 paper statement fee.

<sup>5</sup>Special Service/research fee applies when special processing is required for time sensitive material or if additional services are required to process a transaction. One-hour minimum charge.

We reserve the right to charge administrative fees for additional services not specifically covered that may be required or requested of CNB.

## **EASY STEPS TO AN ACCOUNT WITH COMMUNITY NATIONAL BANK**

### **1. COMPLETE THE NON-QUALIFIED ACCOUNT APPLICATION**

- Both the representative and Account Owner signatures are required on the Application
- Give the required disclosures included with the Application to the Account Owner

### **2. VARIES DEPENDING ON THE TYPE OF TRANSACTION**

Are you going to be...

- **Transferring cash from another account?**
  - Complete the Transfer Request Form
  - Attach a current statement from the existing account
- **Transferring an investment from another account?**
  - Complete the Transfer Request Form
  - Attach a current statement from the existing account
- **Depositing Funds?**
  - Make checks payable to Community National Bank

- Enclose a check made payable to Community National Bank for the set up fee and base fee or transfer in extra cash to cover the set up fee and base fee

- Indicate the investment name and dollar amount
- Client signatures are required for all non-publicly traded investments

- Standard registration format:
  - Community National Bank, CUST  
FBO: Account Owner, Account #  
225 Main Street – PO Box 225  
Seneca, KS 66538  
Tax ID #48-0976372
- Send the completed subscription to CNB, not the investment company

All required forms are available on our website, [www.cnbservice.net](http://www.cnbservice.net), or by contacting our office. Send all completed documents to CNB at the above address. If your back office needs to review the documents first please instruct them to forward to CNB after approval. If you have any questions, contact Community National Bank at (800)680-0340 and our personnel will be happy to assist you.

**Establishment and Appointment**

I, the undersigned Depositor (Account Owner), hereby establish a Non-Qualified Account (Account) with Community National Bank (CNB) pursuant to the terms indicated in the Custodial Account Agreement and Disclosure Statements. The Custodial Account Agreement, Disclosure Statements, and Application, hereinafter referred to as "Account", constitute the complete agreement. The Agreement will be effective upon the establishment of the Account by CNB. I designate Community National Bank as Custodian of this Account and make the following declarations.

**1. TYPE OF ACCOUNT YOU ARE ESTABLISHING – Signature is required in Section 9**

- ☐ Individual ☐ Joint Tenants with Rights of Survivorship\* ☐ Tenants in Common\*  
☐ Trust (Complete Trust Certification Section IV)\*\* ☐ Conservatorship\*\* ☐ Guardianship\*\*  
☐ Custodial for Minors Under Laws of (State)\*\*\*: \_\_\_\_\_ Age of Termination\*\*\*: \_\_\_\_\_ ☐ Community Property  
☐ Estate\*\* Decedent's Full Name: \_\_\_\_\_ Tax ID of Estate: \_\_\_\_\_ ☐ Corporation\*\*

\*If not specified otherwise, multiple individual owners will be treated as joint tenants with rights of survivorship. Married account owners wishing to hold their account as joint tenants with rights of survivorship with someone other than their spouse, must complete Section 9 on page 3 of the Application.

\*\*Additional documentation may be required to open these accounts.

\*\*\*Required for accounts established pursuant to the Uniform Transfers to Minors Act or by the Uniform Gifts to Minors Act. The age of the custodianship termination varies by state, although many states set the maximum age for termination at 21. If you do not indicate governing state law here, the account will be set up using the minor's state of residence and that state's default age of custodianship termination.

**2. ACCOUNT OWNER/TRUSTEE/EXECUTOR \*REQUIRED FIELDS**

*First Name	(MI)	*Last Name	Suffix	*Social Security Number	*Birthdate
*Physical Home Address (Required)		*City		*State	*Zip
Mailing Address (if different from above)		City		State	Zip
*Occupation (If retired, from which occupation? If self-employed, describe field)		*Home Phone	Cell Phone	Business Phone	
<input type="checkbox"/> US Citizen	<input type="checkbox"/> Resident Alien	<input type="checkbox"/> Nonresident Alien	Country of Citizenship _____	<input type="checkbox"/> Married	<input type="checkbox"/> Single /Widowed
*E-mail Address (required) _____		Gender:	Male <input type="checkbox"/>	Female <input type="checkbox"/>	

**3. ADDITIONAL SIGNER \*REQUIRED FIELDS**

<input type="checkbox"/> Co-Owner	<input type="checkbox"/> Co-Trustee	<input type="checkbox"/> Custodian for Minor	<input type="checkbox"/> Co-Executor	<input type="checkbox"/> Guardian/Conservator	
*First Name	(MI)	*Last Name	Suffix	*Social Security Number	*Birthdate
*Physical Home Address (Required)		*City		*State	*Zip
Mailing Address (if different from above)		City		State	Zip
*Occupation (If retired, from which occupation? If self-employed, describe field)		*Main Phone	Secondary Phone	Business Phone	
<input type="checkbox"/> US Citizen	<input type="checkbox"/> Resident Alien	<input type="checkbox"/> Nonresident Alien	Country of Citizenship _____	<input type="checkbox"/> Married	<input type="checkbox"/> Single /Widowed
E-mail Address _____		Gender:	Male <input type="checkbox"/>	Female <input type="checkbox"/>	

\*For additional signers, please attach copies of this page to the application.

**4. TRUST CERTIFICATION—Complete for Trust Only**

*Trust Name/Entity Name if Trust is an Entity	*Date of Trust	*Tax Identification Number
*Trustor/Grantor/Settlor Name		

For Trusts with multiple trustees, select the number of trustees required for a valid direction on the account pursuant to the trust document and/or applicable law. If no selection is made, all trustees must authorize the action. All ☐ Majority ☐ One ☐

**Required:** Submit copies of the 1st page and signature page of the trust documents along with this application.

## 5. DESIGNATION OF REPRESENTATIVE INFORMATION (Designated Representative should complete this portion.)

The following person is designated as my Representative (Rep) for this account subject to the provisions contained in appropriate sections of the applicable Account Agreement and Disclosure Statements. The Rep shown below has my authorization to purchase, sell, exchange, or otherwise deal with the assets of my account. I understand that my Rep is my authorized agent and is not in any way an agent, employee, or representative of CNB.

If your representative is associated with a broker-dealer or Registered Investment Advisor (RIA) firm, we may make information about account activity available to the broker-dealer or RIA firm and their respective information and data management affiliate to assist them with their supervisory responsibilities. If you do not wish for this information to be released to the broker-dealer or RIA firm, you may stop such communication at anytime by providing a signed letter of instruction.

☐ I do not wish to appoint a representative at this time.

☐ I do not want my information released to the broker-dealer or RIA firm and their respective information and data management affiliate.

Although you are not required to designate a Rep to open an account at CNB, CNB reserves the right to deny the establishment of an account if no financial representative is shown.

Rep's Name	Rep's Phone	Ext	Fax	Advisor #
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Office Name	Mailing Address	City	State	Zip
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Rep's E-mail Address	Broker/Dealer or RIA Name	B/D #	Branch #
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X \_\_\_\_\_  
Rep's Signature (Required)                      Clearing Firm                      Office Assistant (if applicable)

## 6. THIRD PARTY AUTHORIZATION

If you wish to authorize someone to obtain information on your account, please list their name and relationship below. This third party will not be able to authorize transactions unless the individual has Power of Attorney. In order for Power of Attorneys to act, proper legal documentation must be submitted to and accepted by CNB. Power of Attorney documents must be accompanied by an Affidavit of Power of Attorney paperwork. This authorization will remain on file until we receive written revocation from you.

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone # \_\_\_\_\_

## 7. NOMINATE A SUCCESSOR CUSTODIAN—Custodial Accounts for Minors Only (Optional)

*Name of Successor Custodian	*Social Security Number of Successor Custodian
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*Physical Home Address (Required)	*City	*State	*Zip
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This designation shall take effect upon the event of my incapacity, death, resignation/removal as custodian.

IN WITNESS THEREOF, I have executed this Designation of Successor Custodian form.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Current Custodian for Minor: \_\_\_\_\_

WITNESS (The witness may NOT be the individual designated as the Successor Custodian or the Minor.)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

## 8. GENERAL INFORMATION

**Investment Products: Not a Deposit — Not FDIC Insured — Not Insured By Any Federal Government Agency**

**Not Bank Guaranteed — May Go Down In Value**

**The savings balance and any CNB certificates of deposit are the only portion of your account insured by the FDIC.**

### Not an Agent of CNB

We do not sponsor or endorse any investment products other than CNB certificates of deposit. The suggested use of our custody services by a financial representative, product sponsor, or any other individual or entity, does not deem such person or entity to be an agent, employee, representative or affiliate of CNB except as otherwise disclosed. We are not responsible for and are not bound by any representations, warranties, statements, agreements, disclosures, advice or information made by any such person beyond the terms and provisions contained in the CNB Agreement, Disclosure Statements, or other CNB forms or CNB documents.

### Securities and Exchange Commission Rule 14b-2

The Securities and Exchange Commission Rule 14b-2 was enacted to provide improved communications between companies which issue securities and the shareholders who own those securities. Unless you object by checking the box below, your name, address and security position(s) will be released to companies whose shares you hold in your account.

☐ I do not want my name, address, and security position(s) released.

## 9. SPOUSAL CONSENT

**Spousal Consent:** Must be completed if your spouse is not 100% primary beneficiary or for married account owners wishing to hold their account as joint tenants with rights of survivorship with someone other than their spouse.

I am the spouse of the account owner. I understand there are significant consequences associated with giving up any interest I may have in the account. I have not received legal or tax advice from the custodian. I have received a fair and reasonable disclosure of the Account Owner's assets or property and am aware of any financial obligations the owner is subject to in our state of residence. In the event I have a legal interest in the Account Owner's assets or property, I hereby disclaim any such interest in the assets held in this account and consent to the beneficiary designation set forth in the Transfer on Death section of this form.

X \_\_\_\_\_  
Spouse's Signature Date

X \_\_\_\_\_  
Additional Owner Spouse's Signature Date

## 10. TRANSFER ON DEATH—For Individual, Joint, and Tenants in Common Accounts Only

Transfer on death is a form of account registration which allows the individual owner, the last surviving joint tenant, or each tenant in common to transfer upon their death their ownership of the account to one or more designated beneficiaries without going through probate or being subject to the deceased person's will.

If the account has multiple individual owners who own as tenants in common, each Account Owner should submit CNB's TOD Designation Form to CNB. If the account has multiple owners who own as joint tenants with rights of survivorship, account ownership vests entirely in the surviving Account Owner at the death of the first Account Owner.

Upon my death, the primary beneficiaries named below will receive my account assets. In the event my primary beneficiaries predecease me, the contingent beneficiaries named below will receive my account assets. Unless I list my designation as per stirpes, if one of my beneficiaries predeceases me, such beneficiary's share will be divided on a pro-rata basis to the other beneficiaries that share the deceased beneficiary's classification. If all of the beneficiaries predecease me, my account assets will be paid to my estate. In the event I have failed to assign percentages, the beneficiaries will share equally. If I have designated percentages and the percentages do not equal 100%, any remaining percentage will be divided equally among the beneficiaries. I understand that CNB limits designations to six individuals or entities per classification. In the event a beneficiary is not listed, my estate will be treated as the primary beneficiary. This designation revokes and supersedes all earlier beneficiary designations which may apply to this account.

*First/Middle/Last Name	*Social Security Number	*Birthdate	Phone	*Relationship
				<input type="checkbox"/> Primary ____ %
*Physical Address <input type="checkbox"/> Same as Account Owner	*City	*State	*Zip	<input type="checkbox"/> Contingent ____ %

*First/Middle/Last Name	*Social Security Number	*Birthdate	Phone	*Relationship
				<input type="checkbox"/> Primary ____ %
*Physical Address <input type="checkbox"/> Same as Account Owner	*City	*State	*Zip	<input type="checkbox"/> Contingent ____ %

*First/Middle/Last Name	*Social Security Number	*Birthdate	Phone	*Relationship
				<input type="checkbox"/> Primary ____ %
*Physical Address <input type="checkbox"/> Same as Account Owner	*City	*State	*Zip	<input type="checkbox"/> Contingent ____ %

*First/Middle/Last Name	*Social Security Number	*Birthdate	Phone	*Relationship
				<input type="checkbox"/> Primary ____ %
*Physical Address <input type="checkbox"/> Same as Account Owner	*City	*State	*Zip	<input type="checkbox"/> Contingent ____ %

*First/Middle/Last Name	*Social Security Number	*Birthdate	Phone	*Relationship
				<input type="checkbox"/> Primary ____ %
*Physical Address <input type="checkbox"/> Same as Account Owner	*City	*State	*Zip	<input type="checkbox"/> Contingent ____ %

*First/Middle/Last Name	*Social Security Number	*Birthdate	Phone	*Relationship
				<input type="checkbox"/> Primary ____ %
*Physical Address <input type="checkbox"/> Same as Account Owner	*City	*State	*Zip	<input type="checkbox"/> Contingent ____ %



## 11. CUSTODIAL FEES & STANDARD FEE SCHEDULE

CNB will charge custodial fees for the processing of this account. Fees are based on the calendar year and are not pro-rated based on establishment or termination dates. Fees are not based on investment performance. The set up fee and base fee are due upon establishment of the account. The base fee will be due at the beginning of each calendar year thereafter. Transaction fees will be billed after the calendar year has ended. Special service fees will be due as they occur. A closing fee will be charged if the entire account is terminated. Please contact our office for more information.

Certain custodial fees may be paid for a limited time under a special fee arrangement with a product sponsor or related service company when you purchase a qualifying investment. *The terms of the arrangement are available through the product sponsor.* If at any time an investment sponsor elects to discontinue the fee arrangement, or a portion thereof, you will become responsible for payment of all fees associated with your account. If multiple qualifying investments are purchased within your account, only one fee arrangement will apply. Additional transaction fees may be incurred. CNB's acceptance of fees owed by the account owner, hereunder, through such arrangements shall not be construed as CNB's endorsement or recommendation of any investment product(s).

**Set-Up Fee & Base Fee:** (Check box for payment method)

☐ Check Enclosed

☐ Deduct from Initial Funding

☐ Call Client for Credit Card Information

☐ Call Rep for Credit Card Information

☐ Covered by Special Fee Arrangement \_\_\_\_\_

***I understand that any fees not covered by the fee arrangement are my responsibility.***

**Subsequent Fees:** CNB will automatically deduct the annual base fee and transaction fees for the prior year in January. *If the cash portion of your account is not sufficient to cover the custodial fees, an invoice will be mailed.* Invoice options available upon request.

I acknowledge all fees associated with my account are my responsibility and will be paid when due. I understand the fee schedule may be changed upon notice. I understand that a late fee will be imposed for each month that I have an outstanding fee balance.

### Standard Fee Schedule

SET UP FEE			
Due upon account establishment			\$50.00
ANNUAL BASE FEE			
<b>Classic IRA</b> <i>Can hold standard or non-standard investments; precious metals may be added</i>			\$105.00
<b>Real Estate IRA</b> <i>Holds direct real estate; other investment types and precious metals may be added</i>			\$200.00
<b>Precious Metals IRA</b> <i>Holds <u>only</u> precious metals; no other investments</i>			No Base Fee, <b>Transaction Fees Apply</b>
<b>Non-Qualified and Custody Only Accounts</b>			\$125.00
INVESTMENT HOLDING FEES			
REITs, BDCs, Interval Funds, DSTs, and Other Standard Investments <sup>1</sup>			<b>No Charge</b>
Non-Standard investments <sup>2</sup>			\$50.00 each, no charge after first 4
Real Estate			\$175.00 each
Precious Metals			\$90.00 flat
Cryptocurrency Trading Account			\$100.00 each
PURCHASES, SALES, CORPORATE ACTIONS			
Standard Investments <sup>1</sup> and Cryptocurrency Trading Accounts			\$15.00 each
Non-Standard Investments <sup>2</sup>			\$50.00 each
Real Estate			\$150.00 each
Precious Metals			\$25.00 per transaction
Periodic Purchases of Standard Investments <sup>1</sup>			\$5.00 each
DISBURSEMENTS			
Cash Distributions by ACH			<b>No Charge</b>
Cash Distributions by Check			\$10.00 each
One-Time Transfer of Cash			\$25.00 each
Periodic Transfer of Cash (1st transfer is charged as one-time)			\$10.00 each
Conversion or Recharacterization of Cash			\$25.00 each
Re-registration of Investment <sup>3</sup> (Does not apply to investments transferring in to CNB)			\$50.00 each
Account Closing			\$175.00 + Transaction Fees
PRECIOUS METALS STORAGE FEES—May change without notice, due upon opening of storage account and annually thereafter			
Non-Segregated Storage at Delaware Depository (DDS)		Under \$500,000 = \$100 flat   Over \$500,000 = \$1 per \$1000	
Segregated Storage at Delaware Depository (DDS)		Under \$500,000 = \$200 flat   Over \$500,000 = \$2 per \$1000	
Segregated Storage at International Depository Services (IDS)		Under \$500,000 = \$150 flat   Over \$500,000 = \$200 flat	
SPECIAL SERVICE FEES — Subject to change without notice, due upon occurrence			
Duplicate or Interim Statement	\$10.00 each	Reprocessing of Tax Forms	\$50.00 each
Stop Payment or Returned Check	\$30.00 each	Outgoing Wire	\$30.00 each
Return ACH	\$10.00 each	Incoming Wire	\$10.00 each
Processing Funds for Closed Accounts	\$25.00 each	Special Mailing, Continental US	\$35.00 each
Precious Metals Shipping	\$10.00 + Shipping Cost	Special Service/Research <sup>5</sup>	\$100.00 per transaction/per hour
Paper Statements <sup>4</sup>	\$5.00 each	Late Payment	\$30.00 per month
<sup>1</sup> <b>Standard Investments</b> include mutual funds, publicly traded stocks & bonds, REITs, interval funds, CDs, annuities, brokerage accounts, and other investments as determined by CNB. <sup>2</sup> <b>Non-Standard Investments</b> include private stocks, bonds & notes, limited partnerships, limited liability companies, and other investments as determined by CNB. <sup>3</sup> <b>Re-Registration Charges</b> apply to investments leaving an account due to transfer, distribution, conversion, recharacterization, divorce, or death. Many transfer agents also charge a fee to re-register the investments they service. Please contact the specific transfer agent(s) to see if any additional fees may apply. <sup>4</sup> <b>Paper Statements</b> can be produced on an annual, quarterly, or monthly basis for IRAs. NQAs require a monthly statement. If a statement frequency is not chosen, your IRA statements will be sent on an annual basis. By signing up for online access and <b>eStatement delivery</b> you can avoid the \$5 paper statement fee. <sup>5</sup> <b>Special Service/research fee</b> applies when special processing is required for time sensitive material or if additional services are required to process a transaction. One-hour minimum charge.			
<b>We reserve the right to charge administrative fees for additional services which are not specifically covered and may be required or requested of CNB.</b>			



## 12. ONLINE ACCESS, EDELIVERY & ESTATEMENTS

By signing this Application, you are authorizing the Custody Division of Community National Bank (CNB) to assign an Internet ID to you for your Account(s). Once you are assigned this Internet ID, you should treat your Internet ID and password with the same degree of care and secrecy that you use to protect other financial data. CNB will be assigning one Internet ID per tax identification number (TIN) which will link all accounts for that TIN together. In the event there is more than one TIN associated with an account, the Internet ID will be issued to the TIN used for tax reporting purposes. You agree not to give or make available your Internet ID and password to any person not authorized to access your Account information. You understand that you are bound by the terms and conditions of the Online Access User Agreement. CNB personnel will never ask for your security word or password and you should never offer this information to anyone. If your Internet ID and/or password are compromised for any reason, notify CNB immediately at (800)680-0340. CNB retains the right to discontinue online/eStatement services at any time without notice.

The account information on our website ([www.cnbcustody.com](http://www.cnbcustody.com)) is for your convenience as a general reference and may not contain all current transaction information or market values. Please retain the CNB paper or electronic statements produced for your account as your official record.

**PLEASE NOTE:** To access account statements and disclosures electronically, you must have the following: CNB Account, internet connection, e-mail address capable of receiving messages, and printer capable of printing disclosures or statements for your records. If you're lacking any of these requirements and want to receive eStatements, please contact us with further questions.

In consideration of the Online Access, eDelivery and eStatement services ("Services") to be provided by CNB as described from time to time in information distributed by CNB to its Account owners, the undersigned Account Owner agrees as follows:

1. The undersigned hereby requests and authorizes CNB to send notices, disclosures, account statements, tax statements, IRS documents, agreements, schedules, amendments, updates, and other information and communications to Account owner, in lieu of a paper copy, in electronic format (including without limitation, through the CNB online access website, email, or other electronic means) for all accounts designated in this agreement.
2. Account Owner understands his/her right to revoke this agreement and thereby withdraw consent to communicate with CNB electronically. In order to withdraw consent and terminate this agreement, Account Owner must notify CNB of the decision, in writing, 30 days in advance, delivered to CNB at the following address: Community National Bank, P.O. Box 225, Seneca, KS 66538. If the Account Owner decides to close his/her Account(s), online access will be forfeited once CNB considers the account closed.
3. Account Owner understands that Account Owner has a right to obtain a paper copy of any of the above-described disclosures, eStatements or eNotifications. To obtain a paper copy, Account Owner must make a specific request to CNB at the address shown in #2. In some cases, research fees specified in the CNB Custodial Fee Schedule may apply to Account Owner's request pursuant to this paragraph.
4. Account Owner agrees to notify CNB immediately if Account Owner is unable to access any of the information that has been delivered by CNB in an electronic form or manner.
5. Account Owner agrees to provide CNB with a signed, written notice if Account Owner's e-mail address changes.
6. CNB shall not be responsible or liable for:
  - Consequential or incidental damages for negligent performance by CNB of its Services.
  - Damages arising from unauthorized access to eStatement services.
  - Any costs associated with updating, modifying or terminating Account Owner software or hardware.

**Once your account is established, you will receive an activation e-mail from [notifications@cnbcustody.com](mailto:notifications@cnbcustody.com).**

If you do not wish to receive eStatements, paper statements will be sent to you at a charge of \$5/per statement billed annually. To opt out of electronic statements and receive paper statements by mail check here. ☐

**\*\*If you do not provide a valid email in Section II of this application, you will be deemed to have opted out of eStatements. Statement fees will apply.\*\***

## 13. ACCOUNT FUNDING & ANTICIPATED ACTIVITY\* REQUIRED

Initial account funding: ☐ Transfer ☐ Deposit ☐ Other \_\_\_\_\_

I plan to make deposits to this account: ☐ Monthly ☐ Quarterly ☐ Annually ☐ Not Anticipated ☐ Other \_\_\_\_\_  
Deposits will be made by: ☐ Check ☐ Wire ☐ Direct Deposit (ACH)

I plan to take withdrawals from this account: ☐ Monthly ☐ Quarterly ☐ Annually ☐ Not Anticipated ☐ Other \_\_\_\_\_  
Withdrawals will be made by: ☐ Check ☐ Wire ☐ Direct Deposit (ACH)

## 14. ACKNOWLEDGMENT & SIGNATURE

I acknowledge that the information contained in this Application is accurate, and that I have received a copy of the applicable account documents which include: the Non-Qualified Application, Custodial Agreement and Custodial Account Disclosure Statements. I understand and agree to be bound to the terms and conditions found in the aforementioned documents, including the Arbitration Agreement and the Custodial Fee Schedule. I have not been advised by CNB regarding any investment, tax, or legal consequences associated with this account. To ensure compliance with laws related to this account, I will seek the advice of my own financial, tax, or legal professional. I release and agree to hold CNB harmless against any and all claims or losses arising from my actions or inactions and the actions or inactions of my designated representative.

I understand that it is solely my responsibility, or the responsibility of the designated representative I have appointed, to authorize trades and manage the investment(s) of this account, pursuant to the provisions of the custodial agreement. I assume sole responsibility for all consequences relating to my actions and inactions concerning this account.

**An account will not be established until this document is submitted to CNB with a signature.**

**A copy of this Application along with any applicable documents in this booklet MUST be retained for the Account Owner's records.**

**THIS IS AN ENFORCEABLE CONTRACT THAT CONTAINS AN AGREEMENT TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION.**

X \_\_\_\_\_

Account Owner's Signature

Date

X \_\_\_\_\_

Additional Account Owner's Signature

Date

Community National Bank hereby accepts appointment as Custodian of this Account.

CNB By: \_\_\_\_\_ Date Opened \_\_\_\_\_ Account # \_\_\_\_\_

## **NON-QUALIFIED ACCOUNT CUSTODIAL AGREEMENT**

### **Article I**

**(a) Definitions.** The term “account owner” means the person(s) or entity who establishes the custodial account pursuant to this agreement and may be referred to hereunder as “you” or “your.” In the event you appoint a third party, or have a third party appointed on your behalf, to handle certain transactions affecting your account, such agent will be considered “you” for purposes of this Agreement. The designated representative described in Article IV is not included in this definition of “you.” The term “custodial account” or “account” means the account established hereunder for your benefit. The term “custodian” means Community National Bank or its successor(s) and shall include any duly appointed agent of the custodian. “Custodian” also may be referred to hereunder as “CNB,” “we,” “us,” or “our.” The term “NQA” means the Non-Qualified Account for which CNB is the custodian hereunder.

**(b) Additional Provisions.** Upon mutual agreement of the parties this agreement may be modified to include additional provisions; provided, however, that such additional provisions shall be in writing and in a format acceptable to us.

**(c) Amendments.** We may amend or restate this agreement at any time and in any respect, including retroactively, in order to conform with applicable laws and regulations (as in effect from time to time), or as we deem advisable. Any such amendment or restatement will be effected by providing a copy of the amendment or restatement to you at your last known address (including an electronic address) as shown in our records. You shall be deemed to consent to any such amendment or restatement if you fail to object thereto by notifying us in writing and terminating your custodial account within 30 calendar days from the date the amendment or restatement is provided to you. In the event of termination of your custodial account, our termination, base, transactional and special service fees shall apply in addition to any fees and expenses that may be charged by the investment issuers.

**(d) Notice and Delivery.** Any notice mailed by regular mail to you by us for any reason, including but not limited to amendments to this Agreement, shall be sent to the last known address we have for you in our records. You are responsible for notifying us if your mailing address changes. Notice sent to you by regular mail will be deemed delivered five calendar days after the postmark date and said fifth day will be the receipt date. Upon your consent, we may provide you with notice in a delivery format other than by mail, such as electronic delivery. Notice sent to you electronically will be deemed delivered and received by you as of the date the electronic notice is sent. You are responsible for notifying us if your electronic mail address changes.

Unless our policies and procedures provide for oral notice, all notices must be provided to us in writing to our designated address. Written notices, including but not limited to termination, change in personal information or deposits, mailed to us will be deemed delivered upon receipt and shall not be effective until our actual receipt thereof.

**(e) Applicable Laws.** This agreement, and the duties and obligations of the custodian under this agreement, shall be construed, administered, and enforced in accordance with the laws of the State of Kansas, except as superseded by federal law or statute.

**(f) Disqualifying Provisions/Waiver.** Any provision of this agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent such prohibition or unenforceability without invalidating the remaining provisions of this agreement, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

Neither party's failure to enforce at any time or for any period of time any of the provisions of this agreement, or any right with respect thereto, shall be construed as a waiver of such provisions or right, nor shall it affect the validity of this agreement. The exercise or non-exercise by a party of any right under the terms herein shall not preclude or prejudice the exercising thereafter of the same or other rights under this agreement.

**(g) Interpretation.** This agreement is the mutual product of the parties. Each provision of this agreement has been subject to mutual consultation, negotiation, and drafting, and the language of this agreement shall therefore be interpreted without regard to which party prepared this agreement or any portion of this agreement.

**(h) Instructions, Representations, and Indemnity.** Neither the custodian nor any agent thereof provides investment, tax, or legal advice. You should consult your financial advisor, attorney, or tax advisor regarding your specific situation. We shall have no duty to question any instructions, notices, communication, information, or instruments provided to us in connection with the custodial account. We shall be entitled to rely upon and shall be fully protected in any action or inaction taken in good faith reliance upon any such instructions, notices, communication, information, or instruments. We shall not be liable for any loss (including any loss of assets) which results from your or your representative's exercise of control (whether action or inaction) over the NQA.

If we receive instructions or other information relating to your NQA which are, in our opinion, incomplete or ambiguous, we may request other instructions or information. We shall not be liable to anyone for any loss resulting from any delay, action, or inaction pending the custodian's receipt of any additional instructions

or information. Notwithstanding the foregoing, we shall have no duty to question any instructions or other information relating to your account or to advise you regarding any matter relating thereto, including but not limited to compliance of the instructions or information with applicable law.

We shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the custodial account. Further, we shall not be responsible in any way for the purpose, propriety, or tax treatment of any deposit, withdrawal, or of any other action or inaction in connection with the custodial account. You shall be solely responsible for the suitability of any investment direction, for any adverse consequences arising from an investment or direction, including but not limited to, our inability to value or sell an investment. You shall be solely responsible for all taxes, judgments, penalties, or expenses incurred in connection with the custodial account.

To the fullest extent permitted by law, the account owner shall at all times fully indemnify, hold harmless and defend the custodian and its parents, subsidiaries, affiliates and each of their respective officers, directors, employees, agents, successors and permitted assigns (each a “CNB Indemnitee”) against any losses, claims, damages, liabilities, costs and expenses, including without limitation, reasonable legal fees, defense costs and expenses, and the aggregate amount paid in any settlement of any actions, suits, proceedings, or claims or threats thereof, actually and reasonably incurred by or imposed on such CNB Indemnitee to the extent arising out of or resulting from the custodian's performance under this agreement. We shall not have any responsibility or liability for the actions or inactions of any predecessor or successor custodian.

### **Article II**

**Our Fees and Expenses.** In accordance with the Fee Schedule and this agreement, we shall be entitled to compensation for services provided to the NQA. All such fees, as well as expenses incurred while maintaining your NQA (including but not limited to legal fees incurred in the administration of your NQA) shall be collected by us from cash available in your custodial account. Alternatively, we may agree that such fees and expenses may be paid directly to us by separate check or similar means. Subject to the terms herein, the fees and expenses in the Fee Schedule and/or this agreement may be modified from time to time.

If the cash available in your NQA is insufficient to pay the applicable fees and expenses, we have the right to liquidate assets or alter participation in a dividend reinvestment plan (DRP) to pay such fees and expenses. Any remaining portion of the sale or dividend proceeds after the collection of the applicable fees or expenses will be deposited into the savings balance portion of the custodial account. We shall not incur any liability on account of the sale or DRP alteration or retention of assets under such circumstances.

### **Article III**

#### **Investment of Assets.**

**(a) Investment of Savings Balance.** All cash contributions to the NQA shall be deposited into the savings balance portion of the custodial account. Such contributions shall be invested in accordance with your or your representative's investment direction. The custodian shall not be liable for any loss resulting from any delay, action, or inaction from investment selections or allocations which are, in the custodian's opinion, incomplete, unclear, or otherwise not acceptable. Notwithstanding any other provision herein, the custodian reserves the right to require a minimum savings balance from time to time as determined necessary to cover any fees and expenses including but not limited to taxes or other investment penalties, assessed in connection with the NQA.

**(b) Directing Investments.** Deposits to the custodial account will be invested in accordance with your (or your representative's) investment direction provided in a form and manner acceptable to the custodian. The custodian reserves the right to refuse to accept and/or hold any specific asset or investment. The custodian's refusal to accept and/or hold such asset or investment shall not be construed as the custodian's review (or determination with respect to) the suitability or appropriateness of any asset or investment.

By giving any investment direction hereunder, you shall be deemed to have acknowledged receipt of any and all investor information, representations and/or agreements required in connection with the investment. The custodian shall not be liable for any loss resulting from any delay, action, or inaction from investment selections or allocations which are, in the custodian's opinion, incomplete, unclear, or otherwise not acceptable.

**(c) Investment Fees and Asset Liquidation.** All fees and expenses, including but not limited to investment-related fees and tax levies, incurred in connection with your NQA will be collected from cash available in your custodial account. If the cash available is insufficient to pay the applicable fees and expenses, we have the right to liquidate assets or alter participation in a dividend reinvestment plan, to pay such fees and expenses. Any remaining portion of the sale or dividend proceeds after the collection of the applicable fees or expenses will be invested in the custodial account's savings balance. The custodian shall not incur any liability on account of the sale, DRP alteration, or retention of assets under such circumstances.

**(d) Role of Custodian.** By signing the NQA Application, you are selecting and appointing CNB as your custodian to perform administrative services, as described

in this agreement. CNB does not provide any investment, tax, or legal advice. You should consult with your financial advisor, attorney, or tax advisor with regard to your specific situation.

You acknowledge and agree that CNB's authority and responsibility with respect to the custodial account extends only to the performance of the services that are explicitly identified in this agreement. If CNB performs additional services with respect to the custodial account, such performance shall not be treated as a course of conduct giving rise to additional obligations on the custodian's part under any circumstances. You further acknowledge and agree that CNB is a directed custodian hereunder and is not acting as a fiduciary or in any other capacity with respect to the custodial account or with respect to any provision of this agreement.

You acknowledge that CNB is not: (i) the agent, partner, employee, representative, or affiliate of any financial representative, product, or investment sponsor, or any other individual or entity except as otherwise disclosed by CNB, or (ii) responsible for and not bound by any representations, warranties, statements, agreements, disclosures, advice, or information made by any such person or persons, described in subsection, (i) except as otherwise disclosed by CNB.

Notwithstanding the foregoing, physical custody of your investment(s) may reside at a variety of entities depending upon the nature of your investment(s). Such entities may include but are not limited to: Depository Trust Company, your brokerage firm and/or their clearing firm, depository banks, mutual fund companies, transfer agents, or investment companies. Information regarding the physical custody of your investment(s) is available upon request.

You acknowledge and agree that: (i) the registered owner of any investment(s) held in your NQA will be "Community National Bank as Custodian," (ii) you are the beneficial owner of such investment(s), (iii) all subscription agreements and investment documents must clearly indicate that CNB is the registered owner, and (iv) CNB is authorized to modify any and all documents to clearly reflect the proper registration.

#### Article IV

**Role of Designated Representative.** You may delegate (in a form and manner acceptable to the custodian) to a representative all your powers, duties, and responsibilities with regard to the investment, reinvestment, and allocation of the custodial account. In doing so, you appoint such representative as having full authority to initiate buys, sales, reallocations, or other investment transactions involving the assets in the custodial account. Further, you authorize the custodian to accept any instructions, notices, communication, information, or instruments from such representative. You acknowledge and agree that: (i) the custodian shall have no duty to question the authority of the representative, (ii) you are responsible for notifying (or causing the representative to notify) the custodian in writing of any inaccuracies or changes in the name or address of the representative, and (iii) the custodian has no duty to investigate or determine the qualifications of the representative.

If a representative is associated with a broker-dealer or registered investment advisor, the custodian may make information about activity in the custodial account available to the applicable entity in connection with such entity's supervisory responsibilities under applicable law.

You may change or remove the designated representative on your custodial account at any time upon written notification to the custodian. Such notice will be effective as soon as administratively feasible after the custodian's actual receipt of the notification.

#### Article V

**(a) Transfer of Assets.** Assets held on behalf of the account owner in another NQA or held in the custody of the account holder may be transferred to CNB in a form and manner acceptable to the custodian, to be held in the custodial account for the account owner under this agreement. The custodian's acceptance of any transferred assets shall not be effective until acceptance is evidenced by deposit of the transferred assets into the custodial account. Legal title to such assets shall be reflected in the name of the custodian on behalf of the NQA owner.

Any transfers will be made in accordance with CNB's policies and procedures which may include reasonable requests for additional documentation and/or information. The custodian reserves the right to refuse to accept any transfer of any specific asset(s). The custodian's refusal to accept a transfer shall not be construed as the custodian's review (or determination with respect to) the appropriateness of such transfer.

**(b) Withdrawals.** Withdrawals from the custodial account will be made only upon request of the account owner or their designated representative to the custodian in such form and manner as acceptable to the custodian. Any withdrawals will be made in accordance with CNB's policies and procedures. After receipt of a completed Disbursement Form, CNB will complete a signature comparison (or similar verification process). As deemed appropriate by CNB, additional verification, documentation and/or information, such as a tax identification number, unique identifier, or withdrawal reason, may be required prior to executing the withdrawal. For example, additional verification may include an outgoing call placed by CNB to a telephone number on file that results in verbal confirmation of the withdrawal amount and the withdrawal recipient in order to verify the authenticity of the withdrawal request.

#### Article VII

**(a) Reports and Records.** The custodian shall cause required reports to be submitted to the Internal Revenue Service and you.

The custodian shall provide to you a periodic statement that will include the positions within the custodial account and transaction details during the statement period. In addition, upon your written request, the custodian will provide to you, at no additional cost, a written notification of any securities transaction effected by the custodian on the custodial account, in accordance with 12 C.F.R. §12.4.

Unless the custodian receives a written objection from you of any statement, notice, report, or confirmation within 30 calendar days following the receipt date, you shall be deemed to have approved such statement, notice, report or confirmation and we shall be forever released and discharged from all liability and accountability to anyone with respect to any information or transactions shown on or reflected by such statement, notice, confirmation, or report.

**(b) Subpoena.** Notwithstanding any other provision hereunder, the custodian reserves the right to respond to any subpoena in accordance with 12 U.S.C. Chapter 35 (the Financial Right to Privacy Act) without prior notice to you.

**(c) Legal Proceedings.** You agree that you are solely responsible for the prosecution or defense, including the retention of legal counsel, of all legal actions ("Legal Proceedings") involving your NQA, which arise or become necessary for the protection of the investments in your NQA, including any actions where we are named as a result of being Custodian of your NQA. If we are named as a defendant in any Legal Proceedings as a result of the assets in your NQA being the subject of the litigation, you agree to retain legal counsel to represent us, in our Custodial capacity, or however named in the Legal Proceedings.

As you are the owner of the NQA held with us, you understand that we will not initiate Legal Proceedings on behalf of you or your NQA and will not participate in Legal Proceedings without direction from you. You understand that you have sole authority to direct and make all decisions related to Legal Proceedings.

You further agree that if CNB is required to retain counsel to participate in such Legal Proceedings, including because of your failure to timely retain legal counsel to represent CNB, CNB shall be authorized and entitled to pay its reasonable attorneys' fees and costs with assets in your NQA without seeking further authorization or approvals from you.

**(d) Proxy Materials.** The custodian may facilitate delivery to you of all prospectuses and proxies that may come into the custodian's possession by reason of the investments held within the custodial account. You acknowledge and agree that the custodian shall have no responsibility to facilitate delivery of any information or materials in connection with the custodial account unless the custodian is required to do so by law. The account owner may provide written instruction to the custodian as to the manner in which to exercise any voting rights or other shareholder rights with respect to investments in the custodial account. All such instructions shall be in a form and manner acceptable to the custodian and delivered to the custodian within the time prescribed by the custodian. The custodian shall have no obligation to vote or take any other action, hereunder, unless the custodian has received timely and complete instructions from the account owner.

**(e) Tender Offers.** The custodian may facilitate delivery to your representative of materials from companies or individuals offering to purchase shares of an investment held in your account. If you have not designated a representative, the custodian will facilitate the delivery of such materials to you. You acknowledge and agree that the custodian shall have no responsibility to facilitate delivery of any information or materials in connection with the custodial account unless the custodian is required to do so by law.

#### Article VIII

**Asset Values.** CNB will not determine the value of any asset in the custodial account through its own appraisal but will make reasonable efforts to obtain asset values from either a reliable pricing service or from the investment sponsor. In the event CNB is unable to obtain a value from another source or if you do not agree with the value provided, you are responsible for obtaining and providing to CNB the fair market value in a manner acceptable to the custodian. CNB shall not be responsible for verifying any values provided, regardless of source.

#### Article IX

**Arbitration Agreement.** In the event any legal, statutory, or equitable claims or disputes arise out of or relate to this agreement, or arise out of or relate to the parties' relationship in any way, the parties agree to attempt to resolve the claim or dispute through good faith negotiation. In the event the parties are unable to settle such claim or dispute through negotiations, the parties agree that the claim or dispute will be settled by binding arbitration administered by the American Arbitration Association (AAA). Such arbitration proceedings shall be conducted in Topeka, Kansas, in accordance with the Commercial Arbitration Procedures of the AAA in effect at the time a demand for arbitration is made. The parties further acknowledge that this agreement is not a consumer agreement, as it involves services related to the custody of directed investments, rather than for personal or household goods or services, and the parties agree that the AAA's Consumer Arbitration Rules and fee schedules shall not apply to any claim or dispute between them. The Account Owner may only bring claims and disputes in his or

her individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The arbitrator shall have the authority to award reasonable attorneys' fees and costs, including the costs of arbitration, to the prevailing party.

#### Article X

**(a) Acceptance.** This agreement shall not become effective until our acceptance as evidenced by our establishment of the NQA.

**(b) Termination of the Custodial Account.** The account owner may terminate the custodial account at any time upon written notice to the custodian in a form and manner acceptable to the custodian. Upon such termination, the custodian shall distribute or transfer, as applicable and instructed, the assets of the custodial account (less applicable fees, expenses, taxes, or investment penalties) as soon as administratively feasible.

The custodian shall not be liable for any taxes, penalties, or losses arising from the acts, omissions, delays, or other action or inaction of any other person(s) or entity, including the account owner or his or her representative, in connection with termination of the custodial account. You acknowledge and agree that at the close of the custodial account, any nominal amounts of accrued interest attributable to the CNB Savings Balance will not be credited to the custodial account.

**(c) Our Resignation.** CNB may resign at any time upon 30 calendar days' notice to the account owner, or within 5 calendar days after receiving the account owner's written objection to an amendment or restatement of this agreement, or within 5 calendar days after material breach of this agreement by the account owner. Upon such resignation, the custodian shall transfer the assets of the custodial account (less applicable fees, expenses, taxes, or investment penalties) as soon as administratively feasible to another custodian or the account owner in a form and manner acceptable to the custodian. In the event the custodian does not receive a proper transfer request within 30 calendar days of the resignation notice, you acknowledge and agree that the custodian may distribute the assets of the custodial account to you either in-kind, in cash, or combination thereof.

The custodian shall not be liable for any taxes, penalties, or losses arising from the acts, omissions, delays, or other action or inaction of any other person(s) or entity, including the account owner or his or her agent, in connection with transfer or withdrawal of the custodial account.

**(d) Successor Organization.** CNB may, pursuant to a merger, consolidation, purchase, or otherwise, succeed to another organization substantially all of the custody business. Upon such succession, and without any appointment or action by any person, the surviving organization may become a successor custodian to your NQA.

#### Article XI

**USA Patriot Act Information.** By signing the NQA Application, you acknowledge and agree that you shall be responsible for providing (or causing your designated representative to provide) us with accurate data and information necessary to enable us to perform services hereunder and to comply with federal law under the USA Patriot Act, such as your name, residential address, social security number, and date of birth.

### NON-QUALIFIED ACCOUNT DISCLOSURES

**Investments.** The investments in your account except for the CNB savings balance and any CNB certificates of deposit are not FDIC insured, are not obligations of the bank, are not guaranteed by the bank, and involve risks, including possible loss of principal.

All cash deposited in the account will be placed in the CNB savings balance portion of your account pending further direction. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your deposit account daily. Current interest rate and annual percentage yield information are provided in a separate Annual Percentage Yield (APY) disclosure that will be mailed to you within ten business days of acceptance of your Application. For additional disclosures on the APY you may contact Community National Bank at 785-336-6111. The CNB savings balance and CNB certificates of deposit may be the only portion of the NQA insured by the FDIC. Contact the issuer of other CDs and products to determine if insurance coverage is available.

**Electronic Fund Transfers.** The Electronic Fund Transfers we are capable of handling for account holders are indicated below. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

#### Types of Transfers, Frequency and Dollar Limitations

##### Prearranged Transfers.

**Preauthorized Credits.** You may authorize certain direct deposits to be accepted into your savings account.

**Preauthorized Debits.** You may authorize payment of certain recurring debits from your savings account.

**General Limitations.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply. Transfers or withdrawals from the savings account to another account of yours by means of a preauthorized or automatic transfer or telephone instruction, are limited to 6 per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

#### Documentation

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed above to find out whether or not the deposit has been made. You will get a monthly account statement from us.

#### Preauthorized Payments

**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop these payments by calling or writing to us. Notice must be provided 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and must be received at the custodian within 14 days after you call. We charge a fee as indicated on the fee schedule for each stop payment.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**Financial Institutions Liability.** Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we may have taken.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account; or
- In order to comply with government agency or court orders; or
- If you give us written permission; or
- As explained in the separate Privacy Disclosure.

#### Unauthorized Transfers

**Consumer Liability.** Tell us AT ONCE if you believe an electronic fund transfer has been made without your permission using information from your account. You could lose all the money in your account. If you tell us within two business days after you learn of the loss of your information, you can lose no more than \$50 if someone accesses your account without your permission. If you do NOT tell us within two business days after you learn of the loss, and we can prove we could have stopped the electronic fund transfer if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had we been notified in time. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time periods.

**Error Resolution Notice.** In case of errors or questions about your electronic transfers, call or write us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your concern or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your concern or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made if you are a new customer. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### Institution

CNB Custody, Division of Community National Bank  
225 Main Street, Seneca, KS 66538  
785-336-6111  
Business Days - Monday-Friday (except Federal holidays)