



VANTAGEPOINT ELITE

Account Application and Customer Account Agreement



VANTAGEPOINT ELITE ACCOUNT APPLICATION AND CUSTOMER ACCOUNT AGREEMENT INSTRUCTIONS

This form enables you to establish a Vantagepoint Elite brokerage account at UVEST Financial Services ("UVEST"). ICMA-RC has entered into a relationship with UVEST, a registered broker-dealer and member of FINRA/SIPC, to offer you this brokerage program. The following documents reflect your agreement with ICMA-RC and UVEST. All securities and brokerage programs are offered through UVEST.

The primary Vantagepoint Elite account holder, or the custodian for a minor's account, must have an account with ICMA-RC.

The initial minimum contribution to open a Vantagepoint Elite account is \$5,000.

Once you have established a Vantagepoint Elite account, the initial minimum investment in Vantagepoint Funds is \$5,000 with minimum subsequent investments of \$1,000. The initial minimum and subsequent investments in non-Vantagepoint mutual funds offered through the Vantagepoint Elite program will vary depending on the fund family.

Before you complete this form, please thoroughly read the accompanying literature, including the Vantagepoint Funds Prospectus and any applicable supplement(s), so you understand the provisions of the Vantagepoint Elite program and brokerage account offered through UVEST.

Please mail the completed form and initial contribution check of at least \$5,000 (made out to UVEST Financial Services) in the enclosed envelope or to UVEST Financial Services, 2810 Coliseum Centre Dr. Bldg 5; Charlotte, NC 28217.

Please do not send any non-Vantagepoint Elite (e.g., Vantagepoint IRA or retirement plan) forms or contribution checks to this address.

To avoid delays in establishing your Vantagepoint Elite account and investing your contributions, please do not mail any Vantagepoint Elite forms or contribution checks directly to ICMA-RC.

By signing this account application you create a contract between yourself and UVEST and Pershing, UVEST's Clearing Agent, to provide brokerage services in connection with your Vantagepoint Elite Account.

1. ACCOUNT OWNERSHIP

Please indicate how you wish the ownership on the brokerage account to be established:

Individual – Account owned by one person.

Tenants in Common – Two or more individuals own a certain proportion of an account. Each tenant's proportion is distributable as part of the deceased's estate, so that if one of the accountholders dies, his/her heirs are entitled to the proportional share of the account.

Joint Tenants with Right of Survivorship – Two or more individuals share an undivided interest in an account. In the event of one tenant's death, the surviving tenant (or tenants) automatically inherits the property without the necessity of court proceedings.

Trust – An account which holds investments for the beneficiary and is usually structured to achieve specific goals. Please also include a copy of the trust document.

Custodian for Minor – An account established for the benefit of a minor but administered by a custodian under the Uniform Gifts/Transfers to Minors Act (UGMA/UTMA). Gifts to the account are irrevocable and becomes the property of the minor upon their attainment of the age of majority.

2. ACCOUNT TYPE

Please indicate the type of account you wish to establish:

Cash – Conventional brokerage account.

Margin – An account that allows you to borrow money to purchase securities.

Option – An account that allows you to purchase options. Options provide you with the right but not the obligation to purchase or sell shares of stock within a specified period of time at a specified price.

Please contact a brokerage associate at 1-800-669-7400 to obtain the additional documentation required to establish a Margin or Options account.

3. VANTAGEPOINT ELITE ACCOUNT HOLDER INFORMATION

All the information in this section must be completed in order to process this form. Securities regulations require account holders to provide their employment and financial information.

When opening a joint account, the “Primary Account Holder” must be an ICMA-RC accountholder. When opening a “Custodian for Minor” account, the primary accountholder should be the minor.

ID Verification – You must attach a copy of your Driver’s License, U.S. Government or Military ID, or valid passport with your completed application.

4. REQUIRED PROFILE INFORMATION

Securities regulations require the information in this section to be provided. If you have any questions regarding this information, please contact ICMA-RC’s Investor Services at 800-669-7400.

5. INTERNET ACCOUNT ACTIVATION

This section must be completed to process trades on-line. This is an optional account feature. Please review the *UVEST Financial Services Internet Trading Disclosure and Agreement*. If you elect this feature, you will be emailed a Vantagepoint Elite Internet User ID and password once the application process has been completed.

If the primary accountholder already has an existing account at UVEST and wishes to establish this new Vantagepoint Elite account under the existing User ID and password, please provide the existing UVEST User ID.

6. SECURITIES DISCLOSURE

Please read Section 6 of the form in its entirety and initial as designated regarding securities disclosure.

7. AGREEMENT TO ARBITRATION

Please thoroughly read paragraph 14 of the Customer Account Agreement and initial as designated regarding arbitration.

8. UVEST DISCLOSURE INFORMATION

Please read Section 8 of the form in its entirety. Initial and sign as designated.

9. SOURCE OF FUNDS

Please indicate the source of funds for this account.

10. AUTHORIZED SIGNATURES

Please sign and date the form and make a copy for your files. All accountholders listed in Section 3 – except minors should sign. Please attach additional signatures on a separate sheet if necessary.

Please mail the completed form and initial contribution check of at least \$5,000 (made out to UVEST Financial Services) in the enclosed envelope or to UVEST Financial Services, 2810 Coliseum Centre Dr. Bldg 5; Charlotte, NC 28217.

Please do not send any non-Vantagepoint Elite (e.g., Vantagepoint IRA or retirement plan) forms or contribution checks to this address.

To avoid delays in establishing your Vantagepoint Elite account and investing your contributions, please do not mail any Vantagepoint Elite forms or contribution checks directly to ICMA-RC.



VANTAGEPOINT ELITE ACCOUNT APPLICATION AND CUSTOMER ACCOUNT AGREEMENT - PAGE 1 OF 3
 Account carried with Pershing, LLC



1 Account Registration	(Internal use only: 4K5 _____) Institution Name: ICMA-RC
	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Tenants with Right of Survivorship Custodian for Minor: <input type="checkbox"/> Tenants in Common <input type="checkbox"/> Trust (requires extra documentation) <input type="checkbox"/> UGMA <input type="checkbox"/> UTMA

2 Account Type	<input type="checkbox"/> Cash <input type="checkbox"/> Margin* <input type="checkbox"/> Option* * Additional documentation is required to open these accounts. Please see instructions.
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3 Vantagepoint Elite Account Holder Information <i>(If there are more than two account owners, please provide the information on a separate sheet.)</i>	<p>Primary Account Holder</p> <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> First Name Last Name </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Street Address (required) City State Zip Code </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Date of Birth Country of Citizenship Social Security Number or Tax ID No. </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Evening Telephone Number Day Telephone Number </div> <hr/> Mailing Address (if different from above) <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Occupation Years Employed Years Before Retirement </div> <hr/> Country of Citizenship • USA • Other: _____
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ID Verification – You must submit a copy of the ID indicated in box (a) with your completed application		
(a) ID Type <input type="checkbox"/> Driver's License <input type="checkbox"/> US Gov't/Military <input type="checkbox"/> Passport	(b) State/Gov't Issuer	(c) Issue Date
	(d) ID Number	(e) Expiration Date

Joint/Custodial Account Holder	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> First Name Last Name </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Street Address (required) City State Zip Code </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Date of Birth Country of Citizenship Social Security Number or Tax ID No. </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Evening Telephone Number Day Telephone Number </div> <hr/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> Occupation Years Employed Years Before Retirement </div> <hr/> Country of Citizenship <input type="checkbox"/> USA <input type="checkbox"/> Other: _____
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ID Verification – You must submit a copy of the ID indicated in box (a) with your completed application		
(a) ID Type <input type="checkbox"/> Driver's License <input type="checkbox"/> US Gov't/Military <input type="checkbox"/> Passport <input type="checkbox"/> Existing UVEST Client	(b) State/Gov't Issuer	(c) Issue Date
	(d) ID Number	(e) Expiration Date



VANTAGEPOINT ELITE ACCOUNT APPLICATION AND CUSTOMER ACCOUNT AGREEMENT - PAGE 2 OF 3
Account carried with Pershing, LLC



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Required Profile Information

Occupation: _____ Years Employed: _____

Employer Name: _____

Employer Address/Street: _____

City: _____ State: _____ Zip Code _____

Years of Investment Experience: _____

Annual Income: \$0-29K \$30-59K \$60-89K \$90-129K \$130-179K \$180K+

Financial Net Worth: \$0-49K \$50-99K \$100-149K \$150-249K \$250-499K \$500K+

Total Net Worth: \$ _____ Tax Bracket: 0-15% 16-27% 28%+

Investment Objective: Income Income & Growth Growth Speculative

Risk Tolerance: Below Average Average Above Average Aggressive

Investment Time Frame: 0-2 yrs. 3-5yrs. 6-9 yrs. 10+ yrs.

Are you a senior officer, director or large shareholder of a public company? No Yes

If yes, what is the name of the company? _____

Are you, or any member of your immediate family affiliated with or employed by a member of a stock exchange or FINRA? No Yes

(If yes, employer authorization is required) What is the affiliation? _____

Are you, or a person with interest in the account, either (1) a senior military, governmental, or political official in a non-U.S. Country or (2) closely associated with or an immediate family member of such an official? No Yes If yes, identify the name of the official, office held, and country: _____

Are you maintaining any other brokerage accounts? No Yes: With which firm(s)? _____

Are you invested in any mutual funds or annuities? No Yes: With which companies? _____

5
Internet Account Activation
(optional)

I/we agree to the terms and conditions of the UVEST Financial Services Internet Trading Disclosure and Agreement.

If you have an existing UVEST User ID please provide: _____

Email address: _____ **Mother's Maiden Name** *(required for password):* _____

You will be sent an email containing your brokerage User ID, password, and instructions for accessing your account on-line.

FOR OFFICIAL USE ONLY

ACE Entitlement Completed By: _____ **Date:** _____

Trading *(circle one):* Yes No

6
Securities Disclosure

Securities Disclosure: X _____ *(please initial)*

I/we understand that securities are offered by UVEST Financial Services and involve investment risks, including the potential loss of principal. I/we are aware that there are fees associated with the purchase or sale of securities.

To: UVEST Financial Services and Pershing

In consideration of your accepting this account, I/we confirm that the information I/we have indicated in this application is accurate and complete and acknowledge that I/we have read, understand and agree to the terms set forth in the following Customer Account Agreement, the Securities Disclosure Statement, and the Arbitration Agreement herewith.

Assets are initially invested in the Federated Capital Reserves Fund. Please contact a brokerage associate to initiate investment activity within your Vantagepoint Elite account. Please also note that when you sell securities in your Vantagepoint Elite account, the proceeds are automatically invested in the Federated Capital Reserves Fund.



<p>7 Agreement to Arbitration</p>	<p>Arbitration: X _____ (please initial) I/we understand that the Customer Account Agreement, which is part of this application, contains, in numbered paragraph 14, a pre-disputed arbitration clause requiring all disputes under this agreement to be settled by binding arbitration.</p>
<p>8 UVEST Disclosure Information</p>	<p>Please review your information, read the Agreements and Privacy Policy on the reverse side and below before signing.</p> <p>DISCLOSURE: x _____ (please initial) I have been advised and understand that non-deposit products are offered by UVEST Financial Services, not by my financial institution, and that my financial institution and UVEST are not affiliated in any way. I have been advised and understand that non-deposit products (stocks, bonds, mutual funds, unit investment trusts, fixed and variable annuities, and insurance products), offered by UVEST Financial Services (1) are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), NCUA, or any other government agency (with the exception of brokered CDs). Furthermore, non-deposit products (2) are not deposits of this institution; (3) are not obligations of, or guaranteed by this financial institution; (4) and may involve investment risks, including the potential loss of principal. I am aware that there are fees associated with the purchase or sale of mutual funds and/or annuities, and a copy of such prospectus has been provided to me. I we understand that this financial institution may not condition the extension of credit on my purchase of an insurance product or annuity from this financial institution or one of its affiliates and that this financial institution may not prohibit me from purchasing an insurance product or annuity from an unaffiliated entity. I have received a copy of the Customer Account Agreement, located on the reverse side of this application.</p> <p>Under the penalties of perjury, I certify 1) that the social security number indicated above is correct, and 2) I am a U.S. person. 3) that I am not subject to backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (Please check here <input type="checkbox"/> only if you are subject to backup withholding.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.</p> <p>X _____ Participant Signature Date</p>
<p>9 Source of Funds</p>	<p><input type="checkbox"/> Income from Salary/Earnings <input type="checkbox"/> Gift Inheritance <input type="checkbox"/> Investment Assets/Proceeds <input type="checkbox"/> Pension/IRA/Retirement Savings <input type="checkbox"/> Other: _____</p>
<p>10 Authorized Signature <i>(If there are more than two account owners, please provide the signature information on a separate sheet.)</i></p>	<p>By signing this application I/we acknowledge:</p> <p>The primary account holder, or custodian for a minor's account, is an ICMA-RC account holder.</p> <p>I/we have received and read the current <i>Vantagepoint Funds Prospectus</i> and any applicable supplement(s).</p> <p>I/we have read and agree to the terms and conditions of this account application and the UVEST Customer Account Agreement contained herein.</p> <p>Under the penalties of perjury, I/we certify 1) that the taxpayer identification number(s) indicated above is (are) correct, and 2) that I (we) am (are) not subject to backup withholding as a result of failure to report all interest or dividends, or the Internal Revenue Service has notified me (us) that I (we) am (are) no longer subject to backup withholdings. (Please check here _____ only if you are subject to backup withholding.)</p> <p>_____ Investor Signature Date Investor Signature (if joint account) Date</p> <p>_____ Reviewed by UVEST Authorized Principal Date</p>

UVEST CUSTOMER ACCOUNT AGREEMENT

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.

Investment Profile Guide

1. The **Income** category should represent the income of all account holders.
2. The **Financial Net Worth** should represent the net worth of the account holder(s) less the value of their home. **Total Net Worth** should indicate net worth including all assets less liabilities.
3. **Tax Bracket** should indicate the highest tax bracket of the account holder(s).
4. The **Investment Objectives** category selections are define as follows:
 - Income – identifies clients seeking income from their investments
 - Income & Growth - indicates a client whose objectives include both Growth and Income components.
 - Growth - identifies clients seeking growth from their investments.
 - Speculative - should be indicated for clients who are willing to assume very high risk in seeking higher returns in their investments.
5. **Risk Tolerance** – use this category to designate how much risk the client is willing to accept in order to achieve their goals for this account.
 - Below Average Risk - willing to only accept small fluctuations in value to achieve investment objectives
 - Average Risk – willing to take on moderate fluctuations in value with overall market.
 - Above Average Risk – willing to accept a higher than average amount of risk and declines in value to reach their goals.
 - Aggressive - identifies customers that will assume very high risk on speculative investments to earn higher returns.
6. **Time Frame** – The investment time horizon for this account.

TO UVEST Financial Services:

1. I (We) have the required legal capacity and am (are) authorized to enter into this agreement. I (We) may terminate it at any time by delivering written notice of termination to you, and you may terminate it at any time by delivering written notice of termination to me (us).
2. In case of an unsolicited agency transaction, I (we) understand that you provide no investment advice, nor do you give advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my (our) order or the order of my (our) authorized delegate, except as described in paragraph 6.
3. I (We) acknowledge that I (we) have been informed that UVEST Financial Services has entered into a clearing agreement with PERSHING LLC, which specifies the functions and responsibilities of UVEST Financial Services with respect to certain matters affecting my (our) account, and that a description of that agreement is available upon my (our) written request.
4. I (We) understand and agree that any telephone conversation with you may be recorded for accuracy.
5. In the event I (we) become indebted to you in the course of operation of this account, I (we) agree that I (we) will repay such indebtedness upon demand. I (We) agree that, if after demand I (we) fail to pay the indebtedness, you may close my (our) account and liquidate the assets in my (our) account in an amount sufficient to pay my (our) indebtedness.
6. I (We) agree, when placing sell orders, to designate whether each order is from a short position or long position, and authorize you to mark each order accordingly. If you do not already hold securities designated for long accounts when the order is placed, I (we) agree to deliver such securities in good form to you on or before the settlement date for the order. If I (we) do not fulfill this agreement, or if you are unable to settle any other transaction by reason of my (our) failure to make payment or deliver securities in good form, I (we) authorize you to take all steps necessary to complete the transaction, and I (we) will reimburse you for all costs, losses or liabilities you incur.
7. I (We) appoint you as my (our) agent for the purpose of carrying out my (our) directions with respect to the purchase or sale of securities. To carry out your duties, you are authorized to open or close brokerage accounts, place and withdraw orders, receive copies of confirmations and statements of account and take such other steps as are reasonable to carry out my (our) directions.
8. If this is a joint account, it shall be held by us jointly with rights of survivorship (payable to either or the survivor of us), unless we notify you otherwise and provide such documentation as you require. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. You shall be fully protected in acting upon the instructions by either or both of us.
9. I (We) authorize UVEST Financial Services to direct any financial institution, to deduct from any checking, savings or other account held by me (us) and apply the amount deducted to (1) any amount owed UVEST Financial Services for any transaction executed for my (our) account which I (we) have not settled on the settlement date, or (2) any amount owed UVEST Financial Services because of any loss in my (our) account, or (3) my (our) account to maintain my (our) account in compliance with any federal or state laws and regulations or the rules and regulations of any exchange or self-regulatory organization. I (We) authorize any financial institution to rely on a machine copy of this Agreement as authority for such financial institution to make such deductions and to also credit my (our) account for any dividends and interest on securities held in my (our) account with UVEST Financial Services.

10. You shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control.
11. The reasonable costs of collection of the debit balance and any unpaid deficiency in my (our) accounts, including attorney's fees incurred by you, shall be reimbursed by me (us) to you.
12. I (We) understand that all open orders may be reviewed after 30 days. In the event that you are unable to confirm with me (us) that the order is still good, you may, at your discretion, cancel it.
13. I (We) understand that UVEST is a Trademark of UVEST Financial Services.
14. I (We) agree that this Agreement shall be governed by and interpreted in accordance with the laws of North Carolina, excluding its conflicts of law rules.
15. I (We) acknowledge and agree that this agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrators do not have to explain their award.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

I (We) agree, and by carrying an account for the Customer, UVEST Financial Services agrees, that all controversies which may arise between the parties concerning any transaction or construction, performance, or breach of this or any other agreement between us pertaining to securities and other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of North Carolina, the Financial Industry Regulatory Authority, or the Municipal Securities Rule Making Board and in accordance with the rules of the selected organization. The Customer may elect in the first instance where arbitration shall be made, but if the Customer fails to make such election by registered letter or telegram addressed to UVEST Financial Services at UVEST Financial Services' main address, before the expiration of ten days after receipt of a written request from UVEST Financial Services to make such election, then UVEST Financial Services may make such election. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered and enforced in any court, state or federal, having jurisdiction. No persons shall bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a punitive class action; or who is a member of a punitive class who has not opted out of the class with respect to any claims encompassed by the punitive class action until: (i) the class certification is denied, or (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. I (we) understand that complaints, not requesting resolution through arbitration, may be directed to the UVEST main address at 2810 Coliseum Centre Dr. Bldg 5; Charlotte, NC 28217 .

16. UVEST has established a Business Continuity Plan that will support our ability to conduct business in the event of a Significant Business Disruption (SBD). This plan is reviewed and updated annually, and can be updated more frequently if necessary. We have identified three types of SBDs that could affect UVEST's functionality: building inaccessibility, loss of systems, and inclement weather. Should UVEST be impacted by a SBD, we aim to minimize business interruption as quickly and efficiently as possible. We have implemented recovery plans that address each of our SBDs, and intend to be operational within four hours. In the event UVEST is not accessible, clients may call our clearing firm, Pershing, directly for assistance at 201-413-3635. If you would like more information, please write to us as UVEST Financial Services, 2810 Coliseum Centre Dr. Bldg 5; Charlotte, NC 28217 or you can visit our website at www.UVEST.com.
17. I (We) are aware that UVEST may form a strategic relationship with certain mutual fund, annuity or other product providers. As part of these relationships, UVEST may receive compensation in excess of that disclosed in the products prospectus. UVEST does not mandate any specific sales goals for products offered by these providers, nor does UVEST penalize registered representatives for offering products of a provider who does not maintain a strategic relationship with UVEST. If you would like more information, please write to us as UVEST Financial Services, 2810 Coliseum Centre Dr. Bldg 5; Charlotte, NC 28217 .
18. I (We) understand that, unless I (we) object in writing, you may disclose my (our) name(s), address(es), and securities position to issuers of securities so that I (we) can receive important information about the securities.
19. I (We) am (are) aware that this account is subject to the UVEST schedule of fees, a copy of which is available upon my request.

20.I (We) understand that, under the Federal Fair Credit Reporting Act, I (we) have the right to notify you if I (we) believe you have inaccurately reported information about my (our) account to a consumer reporting agency. I (We) understand that under no circumstances will UVEST sell, share or otherwise provide my (our) personal information to any non-affiliated third party entity. I (We) acknowledge that you have disclosed to me (us) that an investigative consumer report, including information as to my (our) creditworthiness, insurance and credit standing, credit capacity, character, general reputation, personal characteristics, and mode of living will be conducted. I (We) have initiated this transaction and have been advised that I (we) have the right, upon written request within a reasonable time after having received this disclosure, to complete and accurate information on the nature and scope of the inquiry, if one is made, and to a written summary of the rights of the consumer under the Fair Credit Reporting Act with any disclosure from a consumer reporting agency. I (We) understand any such requests, notices, or inquiries should include my (our) names(s), current address(es), social security number(s), telephone number(s), and account number, and, in the case of information I (we) believe inaccurately reported, the specific item of dispute. I (We) understand that my (our) request should be sent to UVEST Financial Services, 2810 Coliseum Centre Dr. Bldg 5; Charlotte, NC 28217, and should be mailed in a separate envelope and not included with any other correspondence. I (We) understand that, except to the extent required by applicable law, these Fair Credit Reporting Act disclosures do not apply to business to business or commercial transactions.

21. Privacy Policy

Our Commitment to You

LPL Financial Corporation (“LPL Financial”) and its family of affiliated companies are committed to maintaining the trust and confidence of our customers. We want you to understand how we protect your privacy when we collect and use your nonpublic personal information (“personal information”) in the course of business, as well as the measures we take to safeguard your personal information. Keeping personal information secure and private is a priority at LPL Financial.

The following members of the LPL Financial family of companies subscribe to this Privacy Notice: UVEST Financial Services Group, Inc., Associated Securities Corp., Waterstone Financial Group, Inc., Independent Advisors Group Corporation, Linsco/Private Ledger Insurance Associates, Inc., The Private Trust Company, N.A., Mutual Service Corporation, IFMG Securities, Inc., Independent Financial Marketing Group, Inc., Independent Agency of Arizona, Inc. PTC Holdings, INC., LPL Independent Advisors Group LLC, Mutual Service Mortgage, LLC, MSC Insurance & Securities, Inc., Mutual Service Corporation (Nevada), Associated Planners Investment Advisory, Inc., and Associated Financial Group, Inc. We will refer to these affiliates variously as “our affiliates”, “our affiliated companies”, and “affiliates”.

- While providing service to you, we collect personal information from the following sources: · Account applications and other standard forms related to your accounts. Examples of information collected include your name, address, Social Security number, assets, types and amounts of investments, transactions and income.
- Your transactions with LPL Financial and its affiliated companies, including those that work closely with LPL Financial to provide you with diverse financial products and services. Examples of information collected includes your account balance, payment history, parties to transactions, types and amounts of investments, transactions, and credit card usage.
- Consumer reporting agencies, including information concerning your credit worthiness and credit history. ? Information obtained from third parties when verifying applications or other forms. This may be obtained from your current or past employers or from other institutions with which you conduct financial transactions.

Keeping your information secure is one of our most important responsibilities. We restrict access to your personal information to those employees and agents who assist us in providing products or services to you. We maintain physical, electronic and procedural safeguards that comply with applicable law to protect your personal information. We train our employees in the proper handling of personal information. When we use other companies to help provide our services to you, we require them to protect the confidentiality of personal information they receive.

Use of “Cookies”

We may occasionally use a “cookie” in order to provide better service to you, to facilitate your use of our website, to track usage of the website, and to address security issues. (A cookie is a small piece of information that a website stores on a personal computer and can be retrieved later.) We may use cookies for administrative purposes, such as to store your preference for certain kinds of information. None will contain information that enables anyone to contact you via telephone, email or any other means. If you are uncomfortable with the use of cookie technology, you can set your computer’s browser to decline cookies. However, if you refuse cookies you may be unable to utilize certain features of our website, and you may experience performance issues with our website.

Disclosing Personal Information to Non-Affiliated Third Parties

We do not sell, share or disclose your personal information to non-affiliated third-party marketing companies, except personal information we share with other financial institutions pursuant to joint marketing agreements we enter into with them. For example, when banks and credit unions offer investment program services through LPL Financial or its affiliates, those program services may be conducted under joint marketing agreements between us and the banks or credit unions.

We may disclose all of the information we collect, as described above in the section captioned “How We Collect Your Personal Information,” to companies that perform marketing or other services on our behalf and to other financial institutions with which we have joint marketing agreements. All of these companies are contractually obligated to keep the information that we provide confidential and use the information only to provide services as allowed by applicable law or regulation. They are not permitted to share or use the information for any other purpose. We may also disclose to our affiliates all of the information we collect, as described above in the section captioned “How We Collect Your Personal Information.” To the extent that applicable state laws grant you greater protections in connection with our sharing of your personal information, we will comply with those laws.

We may also disclose your personal information as permitted or required by law. These disclosures may include, for example, information to process transactions on your behalf, to conduct our operations, to follow your instructions as you authorize, or to protect the security of your financial records.

If your financial advisor terminates his or her relationship with us and moves to another brokerage or investment advisory firm (“New Financial Institution”), we or your financial advisor may disclose your personal information to the New Financial Institution unless you instruct us not to. Similarly, if the bank, credit union, or other financial institution with which we have a joint marketing arrangement (such as a bank or credit union investment services program) terminates its relationship with us and establishes a relationship with a New Financial Institution, we may disclose your personal information to the New Financial Institution, unless you instruct us not to.

If you want to follow your advisor or your bank, credit union or other financial institution to a New Financial Institution when your financial advisor or your bank, credit union or other financial institution terminates its relationship with us, please do not send in the Privacy Choices Notice form. However, if you do not want us, your financial advisor or your bank, credit union or other financial institution to disclose your personal information to the New Financial Institution, and if you do not want your financial advisor or your bank, credit union or other financial institution to retain copies of your personal information when your financial advisor or your bank, credit union or other financial institution terminates his, her or its relationship with us, you may request that we, your financial advisor and your bank, credit union or other financial institution limit the information that is shared with the New Financial Institution by filling out the attached Privacy Choices Notice and mailing it to: Privacy Management, c/o Enterprise Risk Management, LPL Financial, 9785 Towne Centre Drive, San Diego, CA 92121-1968. If your primary address is in a state that requires your affirmative consent to share your personal information with the New Financial Institution (such as California or Vermont), then you must give your written consent before we will allow your financial advisor to take any of your personal information to that New Financial Institution. You can withdraw your consent at any time by contacting us at the address provided above.

Disclosing Personal Information to Affiliates

We do not share your personal information with our affiliated companies for marketing purposes. However, we may share within our family of affiliated companies information about our transactions or experiences with you, such as your name, Social Security number, account or payment history and similar information. For example, if you currently do business with one of our affiliates, or if you ask to receive information or offers from them, we may share your personal information with those affiliates. Our affiliates may also continue to use personal information they receive from us to perform services on our behalf, to respond to communications from you, as you authorize or request, or, if you are their customer, to offer you their products or services. To the extent that you are entitled to other protections under applicable laws and these laws apply, we will comply with them when we share personal information about you.

If Your Relationship with Us Ends

If our relationship with you ends, we will continue to treat and protect your personal information in accordance with this Privacy Notice. That means that we may continue to share your personal information with our lending partners and affiliates as previously described or permitted by law. However, if you notify us of your election not to have us share your personal information with others before or after your relationship with us ends, we will honor that request.

Changes to Our Privacy Policy Notices

We reserve the right to amend (that is, to add to, delete from, or change) the terms of this Privacy Notice from time to time. Our Privacy Notice, as in effect, is continuously posted on our website. By electing to become one of our customers or by receiving our products and related services, you agree to receive copies of our Privacy Notice and any amendments to it from our website, unless you notify us otherwise in writing at the address below. You may view our Privacy Notice online at www.lpl.com (click on Privacy). Notwithstanding the foregoing, we will provide you with a written copy of our Privacy Notice at least annually.

Additional State Opt-Out Information

The information sharing practices described previously are in accordance with Federal law. In states where additional notification is required before you can provide an effective opt-out, we will contact you separately regarding your optout choices.

View and Change Your Personal Information

You can review the personal information we maintain on you and make any needed corrections to it by contacting us in writing at the address that follows.

Right to Access and Correct Information

You may write to us at the address below with any questions you may have about your personal information. You may see and copy the personal information that we have about you in person. If you prefer, we will copy and send it to you. If you think the personal information that we have in our files is incomplete or incorrect, you may request that we complete or correct the disputed personal information. We will review your request. We will either make the change or explain why we did not do so. If we do not make the change, you may file a written statement of dispute with us. We will include the written dispute in future disclosures of that personal information. We will send the written dispute to anyone you request us to who received your personal information from us in the past two years. To exercise these rights, please send us a written request. Please include your name, address, daytime phone number, and the personal information that you would like access to or that you believe needs correction. We may charge a small fee to collect and send the personal information to you. To protect your personal information, we may ask you to verify your identity and to provide other details to respond to your request.

Our mailing address for purposes of this Privacy Notice is:

UVEST Financial Services
Attn: Compliance/Privacy Policy
2810 Coliseum Centre Dr. Bldg 5;
Charlotte, NC 28217

Privacy Choices Notice

If you would like to limit the personal information that your financial advisor discloses or takes with him or her to another brokerage or investment advisory firm upon the termination of his or her relationship with LPL Financial (i.e. Limit the personal information about me that my financial advisor discloses or takes with him or her to another brokerage or investment advisory firm upon terminating his or her relationship with LPL Financial. I understand that you may disclose my name, address, telephone number, email, and a general description of my accounts to such financial institution) please contact us in writing at:

UVEST Financial Services
Attn: Compliance/Privacy Policy
2810 Coliseum Centre Dr. Bldg 5
Charlotte, NC 28217

In order for your opt-out election to be effective, you must include the following information about each account holder and sign and date the request:

Name
Address
City
State/Zip
Account Number or SSN

UVEST FINANCIAL SERVICES INTERNET TRADING DISCLOSURE AND AGREEMENT

1. I (We) agree that by using and opening an account with UVEST Financial Services (UVEST) through the internet, I (we) have the required legal capacity to enter into a legal contract, and that I (we) will be bound jointly by the UVEST Customer Account Agreement and the UVEST Internet Trading Disclosure and Agreement, and I (we) agree to the following:
2. I (We) will be solely responsible for and will be the exclusive owner of my (our) password and account number, which allows access to UVEST Financial Services (UVEST).
3. I (We) accept full responsibility for use and protection of the password used to login to an account, as well as for any transaction occurring in an account opened, held, or accessed through the password, and I (we) agree that UVEST may presume that any order entered by a person using the password is authorized by me (us). **If I (we) allow third parties to access my (our) accounts, I (we) will defend and indemnify you against any liability, costs, or damages arising out of claims or suits by such third parties based upon or relating to such access and use.**
4. I (We) agree to notify UVEST immediately of any loss, theft, or unauthorized use of my (our) password and/or account number. Furthermore, I (we) agree to notify UVEST Financial Services via U.S. Mail, in writing of the following: notification of any failure to receive a message from us indicating that an order was received and/or executed by us; or any failure by you to receive an accurate written confirmation of an execution; or any receipt of confirmation of an order and/or execution which you did not place; or any inaccurate information in your account balances, security positions, or transaction history. If you fail to notify us when any of the above conditions occur, we will not have any responsibility or liability for any claims with respect to the handling or loss of any order.
5. **I (We) agree that communications may be sent to me (us) at my (our) postal or electronic mail address or at such other address as I (we) may hereafter give you in writing or by electronic mail, and all communications so sent, whether by mail, electronic mail, telegraph, messenger or otherwise, shall be deemed given to me (we) personally, whether actually received or not.**
6. I (We) agree that if any provision or condition of this agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.
7. I (We) agree that for our mutual protection, UVEST Financial Services will monitor and record telephone conversations and or electronic communications between UVEST and us.
8. **I (We) agree that UVEST Financial Services does not provide any tax, legal or investment advice nor do we give advice or offer any opinion with respect to the suitability of any security order. I (We) understand that I (we) may be able to access Pershing or any other investment research reports through the internet, including computerized online services, the availability of such information does not constitute a recommendation to buy or sell all or any of the securities discussed therein. Any investment decisions I (we) make will be based solely on my (our) own evaluation of my (our) financial circumstances and objectives.**
9. I (We) agree and understand that any securities bought through UVEST will be paid prior to or on the settlement date of the transaction.
10. **I (We) agree and understand that UVEST cannot and will not be liable or responsible for any delays in execution of an order. UVEST places orders on a "best efforts" basis. Any delay in execution is beyond UVEST's control, and UVEST shall be deemed not responsible and or liable for any delay in execution, due to market volume and or market volatility. UVEST cannot and will not be liable for any delay in execution due to an order approval process.**

11. I (We) agree that all transactions for your account shall be subject to the conditions, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, where executed by us or by our agents.
12. I (We) agree that any order electronically transmitted to UVEST shall not be deemed received until UVEST has acknowledged that the order has been received.
13. I (We) agree to notify UVEST immediately of any discrepancies or inaccuracies in my account balances or security positions. Failure to notify UVEST immediately will result in UVEST accepting no responsibility or liability for any claims resulting from these discrepancies or inaccuracies.
14. UVEST may cancel any order, at any time, at its own discretion if the requirements for the cash and/or margin account are not met and/or if its internal policies for type, size, or limits of orders are violated.
15. I (We) agree that market data, price and security information supplied by UVEST is believed to be reliable, but is not guaranteed. Information is provided on a best-efforts basis, and UVEST is not liable for any loss or damage arising from inaccuracies, errors, omissions, delays, interruptions, non-performance, or negligent act of any provider of such information or service.
16. I (We) agree that when I (we) place a request to cancel and/or modify an order, the cancellation/modification of that order is not guaranteed. I (We) understand that a cancellation/modification request needs to be received by UVEST and matched with the original order prior to the cancellation/modification of that original order.
17. I (We) agree that UVEST will not be liable for any direct, indirect, incidental, special, or consequential damages (including lost profits, trading losses and damages) that result from inconvenience, delay or loss of the use of the Internet Service even if UVEST has been advised of the possibility of such damages.
18. I (We) agree that UVEST and its affiliates will not be liable for any losses resulting from a cause over which UVEST or its affiliates do not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.
19. I (We) agree that UVEST reserves the right to terminate my (our) access to its Internet Service at any time and at its sole discretion without notice.
20. I (We) understand that all the terms and conditions of my (our) UVEST Customer Agreement control the operations of my (our) account and those terms and conditions are incorporated herein by reference.
21. I (We) agree and understand that certain securities may grant me (us) valuable rights that may expire unless I (we) take action. These securities include, but are not limited to, warrants, stock purchase rights, convertible securities, bonds and securities subject to a tender or exchange offer. I (We) agree and understand that I (we) are responsible for knowing the rights and terms of all securities in my (our) account. UVEST Financial Services is not obligated to notify me (us) of any upcoming expiration or redemption dates, or to take any other action on my (our) behalf, without specific instruction from me (us), except as required by law and applicable rules of the regulatory authorities. However, I (we) agree that if any such security is about to expire worthless or be redeemed for significantly less than its fair market value, and UVEST has not received instructions from me (us), UVEST may, at its discretion, sell the security and credit my (our) account with the proceeds.
22. **Exchange Data and Information** "Information Providers" for securities quotations on this Internet Service include various securities markets such as the New York Stock Exchange, American Stock Exchange, NASDAQ Stock Market, Inc. and other exchanges, their affiliates, agents, and others. By using this Internet Service, you agree that (I) market quotes and other information received from Information Providers are solely for your own personal use; (II) you shall not retransmit or otherwise furnish market data to any other person; (III) you acknowledge that the data is and shall remain the property of the respective Information Providers or of the market on which a reported transaction took place or a reported quotation was entered; and (IV) you acknowledge that the Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you.
23. **Disclaimer of Warranties and Liability** The data and information accessible on this Internet Service is provided "AS IS" and there may be delays, omissions or inaccuracies in such information and data. UVEST, its affiliates, agents, information providers, and licensor cannot and do not guarantee the accuracy, sequence, completeness, timeliness, merchantability or fitness for a particular purpose of the information or data made available through the Internet Service or by any force majeure or any other cause beyond their reasonable control. Neither this Internet Service nor any of its affiliates, agents, information providers, or licensor shall be liable to you or to anyone else for any loss or injury caused in whole or in part by its negligence or omission in procuring, compiling, interpreting, editing, writing, reporting, or delivering any information or data through this Internet Service. In no event will this Internet Service, its affiliates, agents, information providers, or licensor be liable to you or anyone else for any decision made or action taken by you in reliance upon such information or data or for any consequential, special or similar damages, including but not limited to lost profits, trading losses, damages resulting from inconvenience, or loss of use of the Internet Service, even if advised of the possibility of such damages.



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