

Transamerica Funds 403(b)(7) Application



Use this form to open a new Transamerica Funds 403(b)(7) account. If you are transferring or rolling over an existing 403(b) or 403(b)(7) account, you will also need to complete a Transamerica Funds 403(b)(7) Transfer Request Form or Transamerica Funds 403(b)(7) Rollover Request Form. Forms for all other types of accounts are available on our website at www.transamericafunds.com. For assistance, call Transamerica Fund Services, Inc. toll free at 1-888-233-4339 Monday through Friday.

PLEASE NOTE:

To help the government fight terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.

What this means for you: When you open an account, we will ask for your name, date of birth, social security number, and residential address, allowing us to confirm your identification. Under the requirements of the USA PATRIOT Act, the sections denoted with an asterisk (*) are required, and a new account will not be established if these sections are not complete. If we are unable to verify your identification, we may ask for additional information from you or use third-party sources to verify the information provided.

If you do not provide this information, your account will not be established. If Transamerica Funds cannot verify your identity within 30 days from the date your account is established, your account may be closed based on the next calculated NAV.

Procedures for New Accounts

To establish a new Transamerica Funds 403(b)(7) account, be sure to complete the following steps:

- Carefully read the 403(b)(7) Custodial Agreement. Retain this document for your records.
- Complete and sign the application. Note: If the source of funds comes as a transfer from another custodian to Transamerica Funds, a transfer request form must be completed and accompany the Transamerica Funds 403(b)(7) Application. No money need accompany this application to establish your account.
- Complete the Model Salary Reduction Agreement plan, your Employer should complete and submit the Transamerica Funds 403(b)(7) Group Investment Summary Form.

Applications, forms, and checks (if applicable) should be mailed to:

Regular Mail

Transamerica Fund Services, Inc.
P. O. Box 219945
Kansas City MO 64121-9945

Overnight Mail

Transamerica Fund Services, Inc.
330 W. 9th Street
Kansas City MO 64105

Section One – Account Registration

Name of Account Owner*

Employer Name

Social Security Number*

Date of Birth*

Residential Address*

City*

State*

Zip Code*

Mailing Address (if different than Residential Address)

City

State

Zip Code

E-Mail Address

Daytime Telephone Number

Account Owner Resident Status*

- U.S. Citizen
- U.S. Resident Alien
- U.S. Non-Resident Alien** (Form W8-BEN Required)

Country of Tax Residency

**Required Information*

***Non-resident aliens must indicate their Country of Tax Residency. In addition, all non-resident alien account owners must provide Form W-8BEN and any additional required paperwork to establish an account.*

Section Two – Source of Funds

- Salary Reduction.** Contributions that are made to a Transamerica Funds 403(b)(7) account pursuant to a Salary Reduction Agreement.
- Transfer.** Transfer directly from current 403(b)(7) account or 403(b) annuity contract to a Transamerica Funds 403(b)(7) account. Complete and attach Transamerica Funds 403(b)(7) Transfer Request Form.
- Direct Rollover.** Eligible rollover distribution attributable to participation in a 401(a) tax-qualified pension or profit-sharing plan, individual retirement account or annuity (Traditional, SIMPLE, or SEP) or 457(b) governmental deferred compensation plans or forwarded directly from custodian/trustee of current plan to Transamerica Funds 403(b)(7) account or provided to the participant in the form of a check made payable to the participant's Transamerica Funds 403(b)(7) account. Complete and attach Transamerica Funds 403(b)(7) Direct Rollover Request Form.
- Indirect Rollover.** Eligible rollover distribution attributable to participation in a 401(a) tax-qualified pension or profit-sharing plan, individual retirement account or annuity (Traditional, SIMPLE, or SEP) or 457(b) governmental deferred compensation plans, that is paid to the participant and the participant reinvests in a Transamerica Funds 403(b)(7) account within 60 days.

Section Three – Investment Selection

Check applicable box(es). All share classes have a minimum investment requirement of \$1,000 per fund account. These minimums are waived if you elect to establish a Salary Reduction Agreement and invest a minimum of \$50 per month, per fund account. (Complete the Transamerica Funds 403(b)(7) Salary Reduction Agreement if you elect this option.)

Make your investment allocations as a percentage, using whole numbers only; do not use fractional amounts. Any partial percentages will be rounded to the nearest whole percentage.

<u>Fund Name</u>	<u>Fund Number</u> ¹	<u>Percent</u>	<u>Contribution Year</u>	<u>Share Class</u>
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____ %	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> __
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____ %	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> __
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____ %	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> __
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____ %	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> __
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____ %	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> __

¹Refer to the Fund Information sheet for a listing of funds and fund numbers.

Total for all funds should equal 100% _____%

Amount of my investment check \$ _____

Custodial Fee \$ _____

Retirement plan accounts are subject to an annual custodial fee of \$15 per fund account, with a maximum fee of \$30 per Social Security Number. For example, a 403(b)(7) account in two fund accounts would be subject to a \$30 annual custodial fee. The fee is waived if the total of the retirement plan account(s)' value per Social Security Number is more than \$50,000.

Please Note:

- Please make checks payable to Transamerica Fund Services, Inc. Transamerica Funds does not accept money orders, traveler's checks, starter checks, credit card convenience checks, or cash. Cashiers checks and third-party checks may be accepted, subject to approval by Transamerica Funds.
- No money need accompany this application to establish this account if you are establishing a Salary Reduction Agreement (minimum \$50 per month, per fund account), or transferring/rolling over assets from another custodian.
- If no share class is selected, Class A shares will be purchased.
- If no contribution year is selected, current year will be used.

- Deduct the Custodial Fee from my investment check.**
(Your check must be written for the minimum investment amount plus the custodial fee amount.)
- Do not deduct the Custodial Fee from my investment check.**
(The custodial fee will automatically be deducted from your account at a later date, usually in December of each year.)
- Transfer of assets has already been requested from current custodian.**

_____ Custodian Name
_____ Current Value of Funds Being Transferred

For Broker/Dealer or Rep Use

This new account application has already been confirmed by a telephone purchase or through FundServ. Order # _____

Section Four – Reduced Sales Charges (Class A and Class T Shares Only)

Net Asset Value. Eligible to purchase at Net Asset Value as described in the prospectus.

Reason

Rights of Accumulation. My spouse, children under age 21, and/or I own shares in other Transamerica Funds listed below which may entitle this purchase to have a reduced sales charge under the rights of accumulation provisions described in the prospectus.

Existing account owner name/registration

Account Number

Letter of Intention (for Transamerica Short-Term Bond only). I agree to the terms of the Letter of Intent described in the prospectus and grant the distributor a security interest in the shares to be reserved. It is my intention to invest over a 13-month period an aggregate amount of at least:

\$500,000 \$750,000 \$1,000,000

Letter of Intention (all other funds). I agree to the terms of the Letter of Intent described in the prospectus and grant the distributor a security interest in the shares to be reserved. It is my intention to invest over a 13-month period an aggregate amount of at least:

\$50,000 \$100,000 \$250,000 \$500,000 \$1,000,000

Existing account owner name/registration

Account Number

\$1 Million Purchase (Jumbo). I qualify for NAV pricing on my accounts because my initial investment is \$1 million or more and/or I currently own shares in other Transamerica Funds that equal \$1 million or more. (See prospectus for additional eligibility information.)

Existing account owner name/registration

Account Number

Section Five – Maximum Investment Limit (Class B Shares Only)

\$100,000 Maximum Investment Limit for Class B Shares

If your cumulative balance exceeds \$100,000, you should not make additional purchases. Below include any other established B-share accounts at Transamerica Funds that you own.

Existing account owner name/registration

Account Number

Section Six – Beneficiary Information

Primary Beneficiary(ies): In the event of my death, pay any interest I may have under my account to the following Primary Beneficiary(ies) who survive me. Make payment in the proportions specified below (or in equal proportions, if none is specified). If any Primary Beneficiary predeceases me, his/her share should be divided among the other Primary Beneficiaries who survive me in the relative proportions assigned to each such surviving Primary Beneficiary.

Contingent Beneficiary(ies): If none of the Primary Beneficiaries survive me, pay any interest I may have under my account to the following Contingent Beneficiary(ies) who survive me. Make payment in the proportions specified below (or in equal proportions, if none is specified). If any Contingent Beneficiary predeceases me, his/her share should be divided among the other Contingent Beneficiaries who survive me in the relative proportions assigned to each such surviving Contingent Beneficiary.

If I am not survived by a beneficiary, any benefits shall go to my estate unless otherwise required by the laws of the state in which I reside. I understand that I may change or add beneficiaries at any time by written notice, in a manner acceptable to the account Custodian. Any subsequent designation filed with the Custodian will revoke all prior designations, even if the subsequent designation does not dispose of my entire account.

For each beneficiary noted, indicate if the person is a **Primary Beneficiary (PB)** or **Contingent Beneficiary (CB)**. (All fields must be completed.)

Name	Date of Birth	PB/CB
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Social Security or Tax Identification Number	Relationship	%
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Name	Date of Birth	PB/CB
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Social Security or Tax Identification Number	Relationship	%
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Name	Date of Birth	PB/CB
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Social Security or Tax Identification Number	Relationship	%
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Name	Date of Birth	PB/CB
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Social Security or Tax Identification Number	Relationship	%
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Complete this section only if your 403(b)(7) Plan is subject to ERISA.

(Check with your employer or plan administrator if you are unsure if your 403(b)(7) Plan is subject to ERISA).

I certify that I am not married and there are no benefits payable to a former spouse with respect to the 403(b)(7) Plan under the terms of a qualified domestic relations order.

I am married and my spouse has completed the Spouse's Consent section (see next page).

Note: Neither the Custodian nor the Sponsor is liable for any consequences resulting from a failure of the Depositor to provide proper spousal consent. If you would like to name additional primary or contingent beneficiaries, please attach a letter of instruction that provides the same information being requested in this section.

Section Seven – Spouse’s Consent

Complete only if your 403(b)(7) Account is subject to ERISA.

To the Spouse: This is a very important decision. You should think carefully about whether you want to sign this consent.

I understand that I am entitled to receive a benefit upon my spouse’s death unless I consent to a different beneficiary designation. I also understand that the beneficiary designation listed above may result in the benefit payable upon my spouse’s death to be paid to a beneficiary other than me. I further understand that my spouse may not change the primary beneficiary listed above without obtaining my written consent. I understand that I do not have to consent to the beneficiary designation listed above, and that I am signing this consent voluntarily.

I hereby approve of, and consent to, the beneficiary designation adopted by my spouse as provided above.

Spouse’s Name

Spouse’s Signature

Date

Signed in the presence of

State of

County of

Subscribed and sworn to before me this (date)

Notary Public Signature

Date that my commission expires

Section Eight – Signature

I hereby authorize each Fund, its distributor, and transfer agent to accept instructions from me (such as purchase, exchange, and redemption orders) made through the investment representative of record concerning my account. By signing this form I certify that the information provided in the application is true, correct, and complete, and that I have read the Transamerica Funds prospectus and application for the Fund(s) in which I am investing and agree to be bound by their terms. I have received, read, and agree to the terms and conditions of the Transamerica Funds 403(b)(7) Custodial Agreement; I hereby appoint State Street Bank & Trust Company or its successors, as Custodian, and consent to the annual maintenance fee prescribed in the application. I have full authority and legal capacity to purchase Fund shares and authorize the instructions on this application. I am aware that telephone exchange privileges exist and that these privileges are automatic unless affirmatively declined. I will examine my account statements and notify Transamerica Fund Services, Inc. promptly of any errors. Failure to do so shall preclude any claim against Transamerica Funds Services, Inc., the Fund, or its agents by reason of any unauthorized or missing signature or endorsement, alteration, error, or forgery of any kind. I understand that mutual fund shares are not deposits or obligations of, or guaranteed or endorsed by, any bank, and are not federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency of the U.S. government, and that an investment in mutual fund shares involves risk, including the possible loss of principal. **Under penalty of perjury, I certify that:**

- a) The identification number shown in Section One of this application is my correct Social Security or Tax Identification Number.
- b) I am not subject to backup withholding (cross out if you are subject to backup withholding).
- c) The authorizations and directions contained herein will continue until Transamerica Fund Services, Inc. receives and accepts written notice of any changes with a signature guarantee, if required.

Signature

Date

Custodian Acceptance. State Street Bank and Trust Company accepts appointment as Custodian of the Depositor’s Account; however, this Agreement is not binding upon the Custodian until the Depositor has received a statement confirming the initial transaction for the Account. Receipt by the Depositor of a confirmation of the purchase of the Fund shares indicated above will serve as notification of State Street Bank and Trust Company’s acceptance of appointment as Custodian of the Depositor’s Account.

Section Nine – Investment Representative

I authorize the following broker/dealer to act as my agent for this account in accordance with the Fund’s Dealer Sales Agreement and the terms of the prospectus and Statement of Additional Information.

Branch Name

Branch Number

Firm Name

Firm Number

Branch Office Street Address

City

State

Zip Code

Financial Advisor’s Name (exactly as it appears on Firm’s registration)

Financial Advisor’s Number

Financial Advisor’s Phone Number

Authorized Signature of Dealer (required by most dealers)

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403(b)(7) Custodial Agreement

ARTICLE I – DEFINITIONS

- 1.1 **Account:** The custodial account established and maintained under this Agreement on behalf of the Employee pursuant to Section 403(b)(7) of the Code.
- 1.2 **Account Holder:** The Employee, or, after the death of the Employee, the Beneficiary of the Employee, or the executor or administrator of the estate of the Employee entitled to direct investment of assets held in the Account.
- 1.3 **Agreement:** The Transamerica Funds 403(b)(7) Custodial Agreement as set forth herein (and as it may be amended from time to time).
- 1.4 **Application:** The Application for the Transamerica Funds 403(b)(7) Custodial Agreement executed by the Employee and the Custodian providing for the establishment of the Account in accordance with the terms and conditions of this Agreement.
- 1.5 **Beneficiary:** The person or persons designated in accordance with the provisions of Article 5.6 to receive any undistributed amounts credited to the Account upon the death of the Employee. No person(s) will be treated as a Beneficiary hereunder until the Custodian has been provided with such verification of the Employee's death as the Custodian deems necessary, and the Custodian will incur no liability (including but not limited to liability for investment losses or loss of appreciation) for not treating the Beneficiary or, if applicable, the Executor or Administrator of the Employee's estate, as the Account Holder until the Employee's death has been so verified, and the Custodian has been provided with such verification as the Custodian deems necessary of the identity of the person claiming to be Beneficiary or of the valid appointment of the person claiming to be Executor or Administrator.
- 1.6 **Code:** The Internal Revenue Code of 1986, as amended, and including any regulations or rulings issued thereunder.
- 1.7 **Company:** Transamerica Fund Services, Inc., a Florida Corporation. Contribution to the Account shall be invested in one or more Funds that have an investment management, distribution and/or service contract with the Company.
- 1.8 **Custodian:** State Street Bank & Trust or any successor thereto appointed in accordance with the provisions of Article VIII, provided that such successor is either a bank or another person who satisfies the requirements of Section 401(f)(2) if the Code.
- 1.9 **Disability:** A determination that the Employee is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration or, if Code Section 403(b)(7)(A)(ii) is amended, meets the definition of "disabled" under such Code Section or its successor.
- 1.10 **Employee:** The individual who has executed the Application and who is employed by the Employer on a full or part-time basis or who is a former or retired employee of the Employer.
- 1.11 **Employer:** The employer that is:
 - (a) described in Section 501(c)(3) of the Code and exempt from tax under Section 501(a) of the Code; or
 - (b) a State, a political subdivision of a State, or an agency or instrumentality thereof, but only with respect to employees who perform or have performed services for an educational organization described in Section 170(b)(1)(A)(ii) of the Code; and, except with respect to an Account to which no contributions other than rollovers or transfers are made, the Employer that has executed this Application.
- 1.12 **ERISA:** The Employee Retirement Income Security Act of 1974, as amended, including any regulations issued thereunder.
- 1.13 **Financial Hardship:** An immediate and heavy financial need requiring a distribution from the Account determined in accordance with the rules and regulations under Section 403(b)(7) of the Code.
- 1.14 **Fund(s):** One or more of the regulated investment companies distributed by Transamerica Capital, Inc., a California corporation, as available investments under this Agreement.
- 1.15 **Orphaned Account:** An Orphaned Account is an Account that is not subject to the Plan, or that the Employer sponsoring the Plan which applies to an Account cannot be located, or is no longer an eligible employer under applicable Code or Treasury regulation sections. If an Account is deemed an Orphaned Account, the Custodian will follow applicable Code and ERISA guidance in determining its proper nondiscretionary treatment and/or disposition of the Account.
- 1.16 **Plan:** Plan shall mean the Employer's Code Section 403(b) program or arrangement, for which the Account serves as a funding vehicle. It shall be the obligation of the Employer to ensure that the terms of the Plan, as it may be amended from time to time, are consistent with the terms of this Agreement, as it may be amended from time to time.
- 1.17 **Salary Reduction Agreement:** The Salary Reduction Agreement described in Article 3.2.
- 1.18 **Salary Reduction Contribution:** The amount contributed by the Employer to the Account in accordance with a Salary Reduction Agreement.
- 1.19 **Third Party Administrator:** A Third Party Administrator ("TPA") means person(s) or an entity retained and/or appointed by the Employer to administer, provide services to or act on behalf of the Employer in connection with the Plan. The Custodian is not a TPA.

ARTICLE II – ESTABLISHMENT OF ACCOUNT

- 2.1 **Purpose.** This Agreement is intended to provide for the establishment and administration of an Account to receive contributions by the Employer on behalf of the Employee in accordance with Section 403(b)(7) of the Code or to receive rollover contributions or transfers from another 403(b) annuity contract or custodial account.
- 2.2 **Establishment of Account.** The Custodian shall establish and maintain the Account for the benefit of this Employee according to the terms and conditions of this Agreement. The name, address, date of birth and social security number of the Employee and Beneficiary are set forth on the Application, and it shall be the obligation of the Account Holder to notify the Custodian of any change thereto. The Application and, if applicable, the Salary Reduction Agreement, the Distribution and other Custodian forms, as published on the Funds' website, are incorporated herein by reference. When submitting a transaction request, the Employee shall be expected to use such forms, or if such forms are not used, to provide the information requested in such forms, including, if applicable, written concurring authorizations from the Employer and/or TPA.

ARTICLE III – CONTRIBUTIONS

- 3.1 **Contributions.** The Employer shall make Salary Reduction Contributions to the Account on behalf of the Employee in accordance with the Salary Reduction Agreement between the Employer and the Employee as described in Article 3.2, subject to the limitations of Articles 3.4, 3.5, and 3.6. Subject to the limitations of this Article and the provisions of ERISA (if applicable), the Employer may also make Employer matching contributions, Employer discretionary contributions, or Employer non-discretionary contributions.
- 3.2 **Salary Reduction Agreement.** The Salary Reduction Agreement shall be a legally binding agreement between the Employer and the Employee whereby the Employee agrees to take a reduction in salary or to forego an increase in salary with respect to amounts earned after the agreement's effective date, and whereby the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Account. The Salary Reduction agreement may be terminated at any time by the Employee with respect to amounts not yet earned by the Employee.
- 3.3 **Limitations in General.** The Employee, Employer, and/or TPA shall compute and determine the maximum amount that may be contributed on behalf of the Employee in accordance with the applicable limitations under Sections 402(g) and 415(c) of the Code. Neither the Custodian nor the Company shall have any liability or responsibility with respect to such computations or determinations, or for any tax imposed on any excess contributions that exceed the limitations, which matters are solely the responsibility of the Employee, Employer, and/or TPA.
- 3.4 **Contribution Limitations.**
 - (a) No amount shall be contributed on behalf of the Employee for any limitation year in excess of the applicable limitations of Section 415(c) of the Code. The amount contributed shall not exceed the lesser of:
 - (i) \$46,000 (as adjusted for cost of living after July 1, 2001); or
 - (ii) 100 percent of the Employee's compensation (within the meaning of Section 415(c)(3) of the Code) for the limitation year.
 - (b) The term "limitation year" shall mean the calendar year, unless the Employee elects to change the limitation year to another twelve month period by attaching a statement to his or her federal income tax return in accordance with the regulations under Section 415 of the Code. If the Employee is in control (within the meaning of Code Section 414(b) or (c), as modified by Code Section 415(h)) of the Employer, the limitation year shall be the same as the limitation year of the Employer under Section 415 of the Code.
 - (c) If the Employer or any affiliated employer as described in Section 415(h) of the Code makes contributions on behalf of the Employee to any other custodial account or annuity contract described in Section 403(b) of the Code, then the contributions to such annuity contract shall be combined with the contributions to the Account for purposes of the limitations of subsection (1). If the Employee is in control (within the meaning of Code Section 414(b) or (c), as modified by Code Section 415(h)) of the Employer and is covered by a qualified plan sponsored by an entity controlled by the Employee, then contributions to such a plan shall also be included for the purposes of the limitations of subsection (1).
- 3.5 **Excess Contributions.** Any excess contributions (as defined in Section 4973(c) of the Code) that are made to the Account shall be subject to the six percent excise tax of Section 4973(a) of the Code. Neither the Custodian nor the Company shall have any duty or responsibility for determining whether any contributions to the Account are excludable from the Employee's gross income, or for assuring that any contributions to the Account do not constitute excess contributions for purposes of Code Section 4973.

- 3.6 Limitation on Salary Reduction Contribution.
- (a) Employer contributions that are made to the Account pursuant to a Salary Reduction Agreement shall not exceed the specified annual amount listed below, or other amount as may be permitted with respect to the Employee for the taxable year under Section 402(g)(4) of the Code, reduced by the aggregate amounts contributed in any calendar year at the election of the Employee to any qualified cash and deferred arrangement described in Section 401(k) of the Code, any simplified employee pension described in Section 408(k)(6) of the Code, and SIMPLE IRA described in Section 408(p) of the Code, and any eligible deferred compensation plan described in Section 457 of the Code. The contribution limit is \$16,500 for tax year 2009. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$22,000 for tax year 2009. For tax years between 2007 and 2010, the limits are as follows:

Specified Annual Employee Contribution Limits for 403(b)(7) Plans

Tax Year	Under Age 50	Age 50 or Older*
2007	\$15,500	\$20,500
2008	\$15,500	\$20,500
2009	\$16,500	\$22,000
2010	\$16,500 indexed for cost-of living adjustments	\$22,000 indexed for cost-of living adjustments

*You may make these higher "catch-up" contributions as long as you attained age 50 during the year in which the contribution is made.

Note: 403(b)(7) plan participants with 15 or more years of service with their current employer that is an educational organization, hospital, home health service agency, health and welfare service agency, church, or convention or association of churches (including an organization described in Code section 414(e)(3)(b)(iii)(from their most recent date of hire) may increase their contribution up to an additional \$3,000 per year. However, cumulative contributions under this election may not exceed \$15,000. For example, an eligible employee may contribute an extra \$3,000 each year for 5 years.

- (b) Notwithstanding any provision of the Agreement to the contrary, if the Employee, Employer, and/or TPA determines that an amount contributed during a taxable year to the Account exceeds the limitation set forth in subsection (a), and no later than March 1 of the following taxable year notifies the Custodian in writing of the excess amount, then the Custodian shall distribute such excess amount, plus any income or minus any losses allocable thereto, to the Employee, Employer, and/or TPA no later than the following April 15. The Employee, Employer, and/or TPA shall have the sole responsibility for timely determining any excess deferrals to the Account and notifying the Custodian in accordance with these procedures.
- (c) Neither the Custodian nor the Company shall have any duty or responsibility for determining whether any contributions to the Account constitute excess deferrals as described in Section 402(g)(2)(A) of the Code, or for assuring that any excess deferrals are timely distributed in accordance with the procedures of Section 402(g)(2)(A) of the Code.
- 3.7 Rollover Contributions and Transfers.
- (a) The Account Holder shall be permitted to make a rollover contribution to the Account of an amount received by the Account Holder that is attributable to participation in another annuity contract or custodial account described in Section 403(b) of the Code, provided such rollover contribution complies with all requirements of Section 403(b)(8) or Section 402(c)(8)(B) of the Code, or other applicable Code section.
- (b) The Custodian may accept a direct transfer of assets to the Account on behalf of the Account Holder from another annuity contract or custodial account described in Section 403(b) of the Code to the extent permitted by the Code and the regulations and rulings thereunder. Notwithstanding the foregoing, the Account Holder, Employer, and/or TPA shall not request or initiate a transfer (or a rollover) from a contract or account containing distribution restrictions that are more restrictive than those provided in Article V. The Account Holder, Employer, and/or TPA shall not request or initiate a transfer from a contract or account covered by ERISA, unless the transferee Account is part of an employee benefit plan which provides distribution restrictions which meet the requirements of Section 205 of ERISA and the regulations thereunder with respect to any amount transferred. The Custodian shall further only accept transfers subject to an information sharing agreement between the Employer and the Company that meets the requirements of Treasury Regulation Section 1.403(b)-10(b) or such other applicable rule under which the Employer and the Company will from time to time provide each other with information concerning the Employee's employment and other information necessary to satisfy tax requirements.
- (c) Neither the Custodian nor the Company shall have any duty or responsibility for determining whether any rollover contribution or transfer of assets by or on behalf of the Account Holder pursuant to this Article 3.7 is a proper rollover contribution or transfer of assets under the Code, or for the tax treatment to the Account Holder of any transfer or rollover. Neither the Custodian nor the Company shall be liable for any losses the Account Holder may incur as a result of the acts, omissions, delays, or other inaction of any other party in transferring or rolling over such assets to the Account.
- (d) To the extent permitted under applicable law, the Account Holder reserves the right to transfer or roll over any or all of the assets of the Account to such other form of annuity contract or custodial account described in Section 403(b) of the Code or to such Individual Retirement Account(IRA) or other plan established pursuant to Section 408 of the Code as the Account Holder may determine, upon written instructions to the Custodian, in a form acceptable to the Custodian; provided, however that the Custodian shall have no responsibility for the tax treatment to the Account Holder of any such transfer or rollover. Neither the Custodian nor the Company shall be liable for any losses the Account Holder may incur as a result of the acts, omissions, delays, or other inaction of any party receiving assets from the Account.

- (e) The Custodian shall not be liable for losses arising from the acts, omissions, or delays or other inaction of any party transferring assets to the Account or receiving assets transferred from the Account pursuant to this Article, or for determining or inquiring into whether any account or annuity transferring assets to or receiving assets from the Account complies with all applicable requirements of the Code and Internal Revenue Service rulings or for the tax or other consequences of noncompliance.

- 3.8 Discrimination Testing for Contributions Other Than Salary Reduction Contributions. Contributions may be subject to the nondiscrimination tests of section 403(b)(12) of the Code. The Employer and/or TPA shall be solely responsible for assuring compliance at all times with the nondiscrimination requirements of Code Section 403(b)(12), and neither the Custodian nor the Company shall be responsible in any way for such compliance.
- 3.9 Manner of Making Contributions. All contributions to the Account shall be paid directly to the Custodian. Contributions may be made by check or bank wire. Contributions shall be preceded or accompanied by written instructions directing the investment of the amount contributed on behalf of the Employee in accordance with Article 4.1. All contributions other than Rollover contributions must be remitted by the Employer and/or TPA in the manner prescribed by the Custodian. Contribution remittances must be accompanied by information indicating the Employer's name, the Employee's name, the Employee's social security number and the Employee's contribution amount and type (e.g., Salary Reduction Contribution, Employee after-tax contribution, Employer matching contribution, Employer discretionary contribution or Employer non-discretionary contribution).
- 3.10 Roth 403(b) Contributions. Roth 403(b) contributions are not permitted under this Agreement.

ARTICLE IV – INVESTMENTS

- 4.1 Investment of Account. All contributions to the Account and all assets in the Account shall be invested in the Fund(s) in accordance with instructions given to the Custodian by the Account Holder in a manner acceptable to the Custodian. Such instructions shall remain in effect until changed by the Account Holder in a manner acceptable to the Custodian. By giving any such instructions, the Account Holder will be deemed to have acknowledged receipt of the then current prospectus of any Fund in which the Account Holder instructs the Custodian to invest such contributions or assets. If the Custodian received any contribution to the Account that, in the Custodian's sole opinion, is not accompanied by acceptable instructions directing its investment, the Custodian may hold or return all or a part of the contribution uninvested (or invested in a money market fund if available) without liability for loss of income or appreciation pending receipt of acceptable instructions.
- In the event that any Fund held in the Account is liquidated or is otherwise made unavailable by the Employer as permissible investment for an Account hereunder, the liquidation or other proceeds of such Fund shall be invested in accordance with the instructions of the Account Holder; if the Account Holder does not give such instructions, or if such instructions are unclear or incomplete in the opinion of the Funds or its agents (collectively, "Service Companies"), the Service Companies may invest such liquidation or other proceeds in such other Fund (including a money market fund if available) as the Employer designates, and neither the Service Companies nor the Custodian will have any responsibility for such investment.
- 4.2 Investment Advice. The Account Holder agrees that neither the Custodian nor the Company undertake to provide any advice with respect to the investment of the Account, and that the responsibility of the Custodian to invest in shares of a particular Fund pursuant to the directions of the Account Holder does not constitute an endorsement by the Custodian of that Fund. The Account Holder will have sole power and responsibility for the investment of the Account in shares of one or more Funds selected by the Account Holder. Neither the Custodian nor the Company shall be liable for any loss that results from the exercise of control over the Account by the Account Holder.
- 4.3 Account Earnings. All dividends, capital gains distributions and other earnings received by the Custodian on any shares of a Fund held in the Account shall be automatically reinvested in additional shares of such Fund, which shall be credited to the Account.
- 4.4 Investment Exchanges. The Account Holder may direct the Custodian to redeem any or all shares of any Fund that are held in the Account and to reinvest the proceeds in any other Fund available under this Agreement. Any such directions shall be given in a manner acceptable to the Custodian. If, in the Custodian's sole opinion, any such directions are incomplete or ambiguous, the Custodian will not carry out such directions until the incompleteness or ambiguity is resolved, and the Custodian will have no liability for loss of income or appreciation pending the resolution of such incompleteness or ambiguity. By giving any such directions, the Account Holder will be deemed to have acknowledged receipt of the then current prospectus of any Fund in which the Account Holder instructs the Custodian to reinvest such proceeds. Any such exchange transaction shall conform with the provisions of the current prospectus for the applicable Fund.

- 4.5 Record Ownership; Voting of Shares. All Fund shares acquired by the Custodian pursuant to this Agreement shall be registered in the name of the Custodian or its nominee. All such shares and fractional shares shall be issued and accounted for as book entry shares, and no physical shares or share certificates will be issued. The Custodian shall mail or transmit to the Account Holder's address of record all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to the shares held in the Account. The Custodian shall vote such Fund shares in accordance with written instruction of the Account Holder received prior to the shareholder meeting date for which prior notice has been given. To the extent timely written instructions are not received for the Account Holder, the Account Holder affirmatively directs the Custodian to vote such Account Holder's Fund shares in the same proportions as the Custodian has been timely instructed to vote from other Fund shareholders.
- 5.5 Distribution Upon Death of Employee. In the event the Employee dies prior to the complete distribution of the assets of the Account, all assets remaining in the Account shall be distributed to the Employee's Beneficiary in a lump-sum payment or in monthly, quarterly, or annual installment payments over a specified period as selected in writing by the Beneficiary in accordance with the following rules:

- (a) If the Employee dies on or after the Required Beginning Date and:
- (i) the Beneficiary designated by the Employee is the Employee's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below, if longer; and any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy (as determined in the year of the spouse's death) and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period;
 - (ii) the Beneficiary designated by the Employee is not the Employee's surviving spouse, the remaining interest will be distributed over the Beneficiary's remaining life expectancy as determined in the year following the death of the Employee and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below, if longer;
 - (iii) there is no Beneficiary designated by the Employee, the remaining interest will be distributed over the life expectancy of the Employee as determined in the year of the Employee's death and reduced by 1 for each subsequent year.
- (b) If the Employee dies before the Required Beginning Date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
- (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii) even if longer), starting by the end of the calendar year following the year of the Employee's death. If, however, the designated Beneficiary is the Employee's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Employee would have reached age 70 ½. But, in such case, if the Employee's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated Beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated Beneficiary.
 - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Employee's death.
- (c) Notwithstanding any provision of this Agreement to the contrary, to the extent permitted under regulation, ruling procedures or notice of the Internal Revenue Service, the minimum distribution calculated in accordance with Code Sections 403(b)(10) and 401(a)(9) may be taken from any 403(b) annuity or account of the Employee. The Custodian will have no responsibility for determining the requested time or amount of any distribution required under such Code sections, but will make distributions only in accordance with the proper directions by the Account Holder; the Custodian will have no liability for not making a distribution in the absence of such directions, as the Account Holder may satisfy any applicable minimum distribution requirement from another 403(b) annuity or custodial account pursuant to IRA Notice 88-38, 1988-1 C.B. 524. If the Beneficiary dies while receiving payments from the Account, all remaining assets in the Account shall be distributed as soon as practicable to the estate of the Beneficiary.

ARTICLE V – DISTRIBUTION OF ASSETS OF ACCOUNT

5.1 Request for Distribution. The Custodian shall distribute the assets of the Account to the Account Holder upon receipt by the Custodian of a written request for distribution submitted by the Account Holder, in a form acceptable to the Custodian, which shall include written concurring authorization from the Employer and/or TPA subject to the limitations of this Article.

5.2 Limitations on Distributions. Except as may otherwise be provided in Article 5.4 or Article 5.5, the assets of the Account shall not be distributed to the Employee before the Employee attains age 59 ½ unless the Employee has: (a) severed from employment from the Employer; (b) incurred a Disability; or (c) encountered Financial Hardship; or (d) the Employer has terminated the Plan, if the Plan provides for distribution of Account assets on account of Plan termination. Any distribution that is made to the Employee for reason of Financial Hardship shall not exceed the amount needed to satisfy the immediate and heavy financial need or the amount of Employer contributions made to the Account pursuant to a salary reduction agreement with the Employee, excluding earnings thereon. Any distribution that is made to the Employee for reason of Plan termination shall comply with the requirements of Treasury Regulation Section 1.403(b)-10(a) or such other applicable rule.

5.3 Method of Distribution. Subject to the limitations of this Article, the Account Holder may elect to have distribution of the assets of the Account made in one or a combination of the following ways:

- (a) lump-sum payment; or
- (b) monthly, quarterly, or annual installment payments over a period certain not to exceed the life expectancy of the Employee or the joint and last survivor life expectancy of the Employee and his or her Beneficiary in a manner that satisfies the minimum distribution requirements of Article 5.4.

5.4 Minimum Distribution Requirements Prior to Death of Employee.

- (a) Commencement of Distributions. Notwithstanding any provision of this Agreement to the contrary, distribution of the Account shall commence no later than the "Required Beginning Date". For an Employee (other than a 5-percent owner, as defined in Section 416 of the Code) who attained age 70½ after December 31, 1996 or before January 1, 1988, the Required Beginning Date is the April 1 following the calendar year in which the Employee attains age 70½ or terminates employment, whichever is the later. For any Employee who attained age 70½ in 1988 and had not retired by January 1, 1989, the Required Beginning Date is April 1, 1990. For any other Employee who attained age 70½ after December 31, 1987 and before January 1, 1997, the Required Beginning Date is the April 1 following the calendar year in which the Employee attains age 70½ regardless of whether the Employee has then retired.

If an Employee turned age 70 ½ before January 1, 1997 and began receiving required distributions in accordance with the preceding paragraph, but would not be required to receive distributions under the preceding sentence on account of his continued employment after age 70 ½, the Employee may file an election with the Custodian to cease minimum required distributions under the preceding paragraph; and such Employee may resume distributions by filing a written request with the Custodian under Article 5.1 above at the time required by the preceding sentence. In the case of an Account which is maintained subject to a pension plan under ERISA, the election in the preceding sentence will apply only if the Employer consents thereto in a written consent filed with the Custodian.

- (b) Minimum Amounts to Be Distributed. The minimum amount distributed to the Employee for each taxable year, beginning no later than the Required Beginning Date under subsection (a) above, must equal or exceed the minimum distribution required under Sections 401(a)(9) and 403(b)(10) of the Code and must meet the incidental death benefit requirement of the regulations under Section 401(a)(9). The Custodian shall, upon request, provide the Employee with a statement each year indicating the minimum distribution required under Section 401(a)(9) of the Code, which shall be issued pursuant to guidance provided by the Internal Revenue Service.

5.6 Designation of Beneficiary. The Employee may from time to time designate any person, persons or entity as the Beneficiary who shall receive any undistributed assets held in the Account at the time of the Employee's death. Any Beneficiary designation by the Employee shall be made on a form prescribed by the Custodian (or in another written designation acceptable to the Custodian), and shall be effective only when filed with the Custodian during the lifetime of the Employee. If the Employee fails to designate a Beneficiary in the manner provided above, or if the Beneficiary designated by the Employee predeceases the Employee, the assets of the Account shall be distributed upon the death of the Employee in the following order of priority: first, to the Employee's surviving spouse, if any, and second, to the estate of the Employee. Notwithstanding the foregoing, if this Agreement constitutes part of an "employee benefit plan" under ERISA, then the Beneficiary of a married Employee must be the spouse of the Employee, unless the spouse of the Employee consents in writing to designation of a different Beneficiary and such consent acknowledges the effect of the designation, specifies the non-spouse Beneficiary designated, and is witnessed by a notary public. Furthermore, such a designation of a non-spouse Beneficiary may be changed to a different non-spouse Beneficiary only if the spouse of the Employee provides a new consent that meets all requirements of the preceding sentence.

The Employer shall be responsible for providing any notice required under ERISA relating to distributions to Beneficiary, and the Custodian does not assume and shall have no responsibility under this Article 5.6 regarding any notice required under ERISA relating to distributions to a Beneficiary.

- 5.7 Distributions Pursuant to Qualified Domestic Relations Orders or Other Court Orders. In the event a distribution is required by a court order as a result of a divorce, the Account Holder, in addition to other requirements provided herein, must provide the Custodian with a certified copy of the court order requiring the distribution or segregation of the Account, and written Employer and/or TPA concurrence that the order meets the requirements of a Qualified Domestic Relations Order ("QDRO") as set forth in the Code Section 414(p). The Custodian and the Company assume no responsibility to ensure that any such court order meets the requirements to be deemed a QDRO.
- 5.8 Payments to Incompetent Persons. If an amount is payable to a person believed by the Custodian to be a minor or otherwise legally incompetent, the Custodian may make such payment to the parent, a legal guardian, committee or other legal representative (however or wherever appointed), or any person having control or custody of such person, and any such payment will fully discharge the Custodian to the extent of the payment.
- 5.9 Direct Rollovers. Notwithstanding any provision of this Agreement to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Custodian and/or the Company, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For the purpose of this section, the following definitions apply:
- (a) Eligible rollover distribution: An eligible rollover is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required to comply with the minimum distribution and incidental death benefit requirements of section 401(a)(9) and 403(b)(10) of the Code; and, any Financial Hardship withdrawal under Article 5.2. An eligible rollover distribution also does not include any other amounts that may be excluded under regulations, procedures, notices, or rulings interpreting the term eligible rollover distribution under Sections 401(a)(31), 402, or 403(b) of the Code.
 - (b) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or a plan that accepts the distributee's eligible rollover distribution and which is established as a tax-qualified retirement plan described in Section 401(a) of the Code, deferred compensation plan of a state or local government established under Section 457(b) of the Code, or as another 403(b) annuity or 403(b)(7) custodial account.
 - (c) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
 - (d) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.
 - (e) The Custodian and/or the Company may prescribe reasonable procedures for the election of direct rollovers under this Article, including, but not limited to, requirements that the distributee provide the Custodian with adequate information, including, but not limited to: the name of the eligible retirement plan to which the rollover is to be made; a representation that the recipient plan is an individual retirement plan or a 403(b) annuity or 403(b)(7) custodial account, as appropriate; acknowledgment from the recipient plan that it will accept the direct rollover; and any other information necessary to make the rollover.
 - (f) The Custodian shall withhold federal income tax at the rate of 20% from any eligible rollover distribution from the Account which is not directly transferred to an eligible retirement plan. However, payment of any fees or expenses taken from the account prior to distribution shall not be subject to withholding.
- 5.10 Vesting. Notwithstanding any provision herein to the contrary, if the Employer's ERISA plan imposes a vesting schedule with respect to Employer matching contributions, and the Custodian has agreed in a separate written agreement between the Employer and the Custodian to maintain such vesting schedule, the Employee's interest in the Account may, to the extent it is subject to the Plan's vesting schedule, be forfeited in accordance with the provisions of the plan.
- 5.11 Loans. The Custodian shall not permit loans to be made to the Account Holder from the Account.

ARTICLE VI – RESPONSIBILITIES AND DUTIES OF CUSTODIAN

- 6.1 Asset Retention. The Custodian shall hold all contributions to the Account which are received by it subject to the terms and conditions of this Agreement and for the purposes set forth herein. The Custodian shall be responsible only for such assets as shall actually be received by it.
- 6.2 Records and Reports. The Custodian shall file such reports with the Internal Revenue Service as may be required to be filed by the Custodian (not including such reports as may be required to be filed by the Employer or, if applicable, the TPA) under Treasury Regulations. The Custodian, the Employer, TPA, Employee, and Beneficiary shall furnish to one another such information relevant to the Account as may be required in connection with such reports. The Custodian will also furnish the Employee (or Beneficiary if the Employee is deceased) with annual or more frequent reports showing all transactions in the Account during the period covered by the report and the number of shares of each Fund held in the Account at the end of the period covered by such report. Unless the Employee (or Beneficiary, where applicable) sends the Custodian written objection to any such report within 60 days after its receipt, the Employee (or Beneficiary where applicable) shall be deemed to have approved such report, and in such case the Custodian shall be forever released and discharged from all liability and accountability to anyone with respect to all matters and things included therein. The Custodian may seek a judicial settlement of its accounts. In any such proceeding, the only necessary party thereto in addition to the Custodian shall be the Employee. The Custodian may share information about the Account with government agencies to the extent that it is required to do so under applicable law.
- 6.3 Limitations on Responsibilities and Duties.
- (a) The Custodian shall not be responsible in any way for the timing, amount or collection of contributions provided for under this Agreement, the selection of the investments for the Account, the timing, amount of purpose or propriety of any distribution made pursuant to Article 5 hereof, or the tax consequences of any such transaction to the Employee or Beneficiary, or any other action taken at the direction of the Employee (or Beneficiary or Employer, where applicable). The Custodian shall not be obliged to take any action whatsoever with respect to the Account except upon receipt of directions in a form acceptable to the Custodian from the Employee, and if required, the Employer and/or TPA. The Custodian will be fully protected in acting in reliance upon any document, order or other direction believed by it to be genuine and properly given. The Custodian will have no responsibility if the Custodian does not act in the absence of proper instructions, or if the Custodian believes any document, order or other direction is not genuine or properly given, or on the basis of any incomplete or ambiguous document, order or other direction until such incompleteness or ambiguity is resolved to the Custodian's satisfaction.
 - (b) The Custodian is an agent appointed by the Company to perform solely the duties assigned to it under the Agreement, it being acknowledged that certain of such duties may be performed by the Custodian in any event pursuant to one or more other contractual arrangements or relationships. The Custodian shall not be deemed to be a fiduciary under ERISA in carrying out its duties.
 - (c) The Employer shall be solely responsible for assuring compliance at all times with the nondiscrimination requirements of Code Section 403(b)(12) (whether or not the Account holds any contributions other than Salary Reduction Contributions) and neither the Custodian nor the Company shall not be responsible in any way for such compliance. If the Account holds any contributions other than Salary Reduction Contributions, the Employer shall be solely responsible for compliance with all applicable requirements of the Code (including the non-discrimination requirements of Code Section 403(b)(12) applicable to such contributions) and ERISA.
 - (d) The Custodian will have no liability to the Account Holder for transferring any amount to a state authority in accordance with any law relating to escheat or abandoned or unclaimed property.
 - (e) It is hereby agreed that, subject to the provisions of applicable law, no person other than the Account Holder may institute or maintain any action or proceeding against the Custodian.

- 6.4 Indemnification of Custodian. The Account Holder and the successors of the Account Holder, including any executor or administrator of the Account Holder, shall, to the fullest extent permitted by law, at all times fully indemnify and save harmless the Custodian, its successors and assigns from any and all claims, actions, or liabilities rising from investments or distributions made or actions taken at the direction of the Account Holder, and from any and all other liability whatsoever (including without limitation all reasonable expenses incurred in defending against or settlement of such claims, actions or liabilities) which may arise in connection with this Agreement or the Account, except liability arising from the gross negligence or willful misconduct of the Custodian.
- 6.5 Liability of Custodian. The Custodian's liability under this Agreement and matters which it contemplates shall be limited to matters arising from the Custodian's gross negligence or willful misconduct. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or nonaction taken in reliance upon, any written notices or other communications or instruments believed by the Custodian to be genuine and to have been properly executed. The Custodian shall not under any circumstances be responsible for the timing, purpose, or propriety of any contribution or of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any such contribution or distribution. The Custodian shall not be obligated or expected to commence or defend any legal action or proceeding in connection with this Agreement unless agreed upon by the Custodian and Account Holder, and unless fully indemnified for so doing to the satisfaction of the Custodian.

ARTICLE VII – FEES AND EXPENSES OF THE CUSTODIAN

- 7.1 Compensation of Custodian. In consideration for its services hereunder, the Custodian shall be entitled to receive the applicable fees specified in the Application. The Custodian may substitute a revised fee schedule from time to time. The Custodian shall be entitled to such reasonable additional fees as it may from time to time determine for services required of it and not clearly identified on the fee schedule. The Employee acknowledges that the Custodian's ability to earn income on amounts held in non-interest bearing accounts has been taken into consideration in establishing the Custodian's fees. The Employee agrees that the Custodian shall be entitled to retain any such income as a part of its agreed compensation hereunder, and such income shall not be or become a part of the Fund.
- 7.2 Charges upon the Account. Any income taxes or other taxes of any kind whatsoever that may be levied or assessed upon or in respect of the Account (including any transfer taxes incurred in connection with the investment and reinvestment of Account assets), expenses, fees and administrative costs incurred by the Custodian in the performance of its duties (including fees for legal services rendered to the Custodian), and the Custodian's compensation as determined under Article 7.1 shall constitute a charge upon the assets of the Account. At the Custodian's option, such fees, taxes, or expenses shall be paid from the Account or by the Account Holder. The Custodian may redeem Fund shares and use the proceeds of redemption to pay such fees, taxes or expenses, and the Custodian will have no liability for loss of income or appreciation as a result of the Custodians selection of Fund shares to be redeemed under this sentence.

ARTICLE VIII – RESIGNATION OR REMOVAL OF CUSTODIAN

- 8.1 Resignation or Removal. The Custodian may resign at any time by written notice to the Company which shall be effective 30 days after delivery thereof. The Company shall appoint a successor Custodian who shall accept such appointment in writing provided to the Custodian and Account Holder within such 30-day period. The Custodian may be removed by the Company at any time upon 30 days written notice to the Custodian, provided that the Company designates a successor Custodian that accepts such appointment by a writing provided to the Account Holder and the Custodian within such 30-day period. Upon such resignation or removal, the Custodian shall transfer and deliver all assets of the Account and copies of all records relative thereto to the successor Custodian appointed by the Company provided such successor Custodian has in writing accepted this Agreement as it is or may be then amended. Notwithstanding the foregoing, the Custodian is authorized to reserve such sum of money as it may deem advisable for payment of all of its fees, compensation, costs and expenses, or for payment of any other liability constituting a charge on or against the assets of the Account or on or against the Custodian, and where necessary may liquidate shares in the Account for such payments in accordance with the last sentence of Section 7.2. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor Custodian.
- 8.2 Liability for Successor's Acts. Upon its resignation or removal, the Custodian shall not be liable for the acts or omissions of any successor Custodian. Upon the transfer of assets of the Account to a successor Custodian, the resigning or removed Custodian shall be relieved of all further liability with respect to this Agreement, the Account and the assets thereof.

ARTICLE IX – AMENDMENT AND TERMINATION

- 9.1 Amendment of Agreement
- The Account Holder, Employer, and Custodian hereby delegate to the Company the power to amend this Agreement, including any retroactive amendment necessary for the purpose of confirming the Agreement to the requirements of the Code. The Company shall deliver written notice of any such amendment to the Account Holder, Custodian and any Employer who is party to this Agreement.
 - No amendment to the Agreement shall cause or permit: any part of the assets of the Account to be used for, or diverted to, purposes other than for the exclusive benefit of the Employee or Beneficiary, except with regard to payment of the expenses of the Custodian and the Company as authorized by the provisions of this Agreement and except to the extent required by law; the Employee to be deprived of any accrued benefits under this Agreement unless such amendment is required for the purpose of confirming the Agreement to the requirements of any law, government regulation or ruling; or the imposition of any additional duties or obligations on the Custodian without its written consent.
- 9.2 Termination of Agreement. This Agreement shall terminate when all assets in the Account have been distributed or otherwise transferred out of the Account. Upon completion of such distribution, the Custodian shall be released from all further liability with respect to all amounts so paid to the extent permitted by applicable law. However, the provisions of the Agreement protecting the Custodian or limiting the liability of the Custodian, including specifically but without implied limitation Section 6.4, will survive the termination of this Agreement.

ARTICLE X – MISCELLANEOUS

- 10.1 Plan Provisions Shall Control. In the event contributions are being made to the Account pursuant to any Plan sponsored by the Employer, to the extent any provisions of this Agreement are inconsistent with such Plan, the provisions of the Employer's Plan shall control, provided:
- such provisions are not contrary to the rules and regulations under Section 403(b)(7) of the Code; and
 - such provisions do not impose any additional responsibilities or duties on the Custodian or the Company without prior written consent.
- 10.2 ERISA Requirements. If this Agreement is determined to constitute part of an "employee benefit plan" established or maintained by the Employer subject to Title I of ERISA, then the Employer shall be solely responsible for assuring such employee benefit plan complies at all times with the requirements of Title I of ERISA. In such a case, the Employer (or a person designated by the Employer) will be the "plan administrator" of such employee benefit plan for purposes of section 3(16)(A) or ERISA and the fiduciary of such plan. Neither the Custodian nor the Company will be the "plan administrator" or a fiduciary of such employee benefit plan for purposes of ERISA.
- 10.3 Exclusive Benefit. The assets of the Account shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Employee or his or her Beneficiary. The assets of the Account shall not be subject to the claims of the creditors of the Employer.
- 10.4 Nonforfeiture and Nontransferability. The interest of the Employee in the balance of the Account shall at all times be nonforfeitable and nontransferable, except to the extent that it is subject to a vesting schedule pursuant to Section 5.10 hereof. All rights under this Agreement are enforceable solely by the Employee or his or her Beneficiary, or any duly authorized representative of the Employee or Beneficiary.
- 10.5 Forfeiture Amounts. To the extent an Employee's interest in the Account is forfeited in accordance with the provisions of Article 5.10 hereof and the Employer's plan, such forfeited amount shall be invested as directed by the Employer and, at the Employer's instructions, shall be used to offset any Plan expenses incurred by the Custodian.
- 10.6 Nonalienation. The assets of the Account shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, attachment, garnishment, execution, or levy of any kind, either voluntary or involuntary, except with regard to payment of expenses of the Custodian as authorized by the provisions of the Agreement and except to the extent required by law.
- 10.7 Notices. Any notice, accounting, or other communication which the Custodian may give to the Employer or the Account Holder shall be deemed given when mailed to the Account Holder at the latest address which has been furnished to the custodian. Any notice or other communication which the Employer or Account Holder may give to the Custodian shall not become effective until actual receipt of said notice by the Custodian.

- 10.8 **Blackout Periods.** In the case of a conversion from a prior custodian during the transfer of records and funds to the Custodian, or from the Custodian to a successor custodian, no transactions will be made with respect to the Account. The Custodian shall not be responsible for any losses the Account Holder may incur as a result of the timing of such transfer of records and funds to, or from, the Custodian.
- 10.9 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the state where the principal offices of the Custodian are located, to the extent not preempted by Federal law. No provision of this Agreement shall be construed to conflict with any provision of an Internal Revenue Service regulation, ruling, release, or other order which affects, or could affect, the terms of this Agreement or its compliance with the requirements of Section 403(b)(7) of the Code. The Account Holder (and, if applicable, the Employer) agree that any legal action brought against the Custodian by any other party must be brought in a state or federal court located in the judicial district in which the principal offices of the Custodian are located.
- 10.10 The Custodian is authorized to provide to and receive from an authorized representative of the Employer (or the Employer's authorized designee, such as a TPA) information relating to the Employee's Account, including non-public, personal information. Such information includes, but it is not limited to, information regarding the Employee's employment status or hardship withdrawals by the Employee under the Plan or any other plan of the Employer. The Employee acknowledges that this information exchange is necessary to enable the Employer and the Company to satisfy the applicable requirements of Section 403(b) of the Code.

Privacy Notice

A message from the custodian of your retirement account:

State Street Bank and Trust Company is pleased to be the custodian for your retirement account.

The trust and confidence of our customers is important to us. For this reason, we are careful in the way we handle nonpublic personal information about our customers ("Customer Information"). This Privacy Notice describes our policies and practices concerning Customer Information and how they are designed to preserve the trust of our customers.

Information We Collect

We may collect Customer Information from the following sources:

- Information we receive on applications or other forms, such as name, address, date of birth, and social security number.
- Information relating to transactions with us, our affiliates and others, such as the purchase and sale of securities and account balances and distributions.
- Information we receive from third parties such as credit reporting agencies and recordkeepers.

Information We Disclose

We do not disclose Customer Information about our present or former customers to third parties except as permitted by law. For example, we may disclose Customer information in order to process a transaction or service an account, or to comply with legal requirements.

Information Security

We restrict access to Customer Information to employees and service providers who are involved in providing products and services to our customers. In addition, we maintain physical, electronic, and procedural safeguards that comply with federal standards in order to protect Customer Information.

www.transamericafunds.com · Transamerica Funds, P.O. Box 9012, Clearwater, FL 33758-9012

Customer Service: 1-888-233-4339 · Financial Advisors 1-800-851-7555 · Distributor: Transamerica Capital, Inc.

The investment return and principal value of an investment will fluctuate and a fund's shares, when redeemed, may be worth more or less than their original cost.

Mutual funds are not FDIC insured, have no bank guarantee, and may lose value.

For more information on tax-related issues relating to retirement plans, please consult your tax advisor.