

INTERNET SERVICES CUSTOMER AGREEMENT

This Agreement between you and FPS Trust Company, LLC ("FPS") states the binding conditions of your use of any services available through this website, which we call our "Internet Services".

Please read this Customer Agreement. By using this system, you agree to the terms of this Agreement. If you have any questions about this Agreement, please call FPS at (303) 625-9646 prior to using the system.

1. In offering these Internet Services, FPS is making available to you inter-active computer services which allow you to enter orders to buy and sell certain securities, to make certain transfers relating to your retirement account, and to obtain quotations and other information relating to your retirement account.

Your orders to FPS are subject to the terms and conditions of your employer's retirement plan as well as the terms of this Agreement.

Either FPS or your employer may terminate this online service or your access to it at any time.

2. You hereby authorize FPS to act upon an online order affecting assets held in your account, if we receive the order under your name and your security data. You agree that FPS will not be liable for any claim, loss, cost or expense for acting upon such orders when such orders are reasonably believed by FPS to be genuine, even if such orders are in fact not given by you. You are responsible for keeping your account number, PIN number, password or other security information confidential. Do not permit any other person to have access to your account. You must notify us immediately if you become aware of any loss, theft or unauthorized use of your account number, PIN number, password, or other security information. Call us at **(303) 625-9646** with this information.

3. You agree that you must immediately notify FPS by calling the Benefits Action Line at (303) 625-9646, on Monday through Friday, between the hours of 9am and 5pm Mountain Time, if:

- a. You place an order through this website and you have not received an accurate written confirmation of the order within five (5) business days.
- b. You receive confirmation of an order which you did not place, or any other erroneous report.
- c. You discover any other discrepancy in your account balance or security positions.

You are responsible for monitoring your account. You agree that, if you fail to notify FPS promptly when any of the above conditions occurs, FPS will have no liability for any claim, loss, cost or expense related to the handling of the transaction, other than for gross negligence or willful misconduct by FPS.

4. FPS is not providing investment, tax or legal advice. We do not endorse any investment product or service or any retirement plan. You agree that FPS is not responsible for the accuracy or completeness of any information about your account, investments, financial markets, retirement or benefit plans, or other information received by FPS or by you from outside sources using these Internet Services. You act on such information at your sole risk and responsibility. For complete information on any mutual fund or other investment, read the prospectus carefully before you invest.

5. FPS will take reasonable security precautions in storing and transmitting private data or communications, but you agree that FPS will not be liable for any claim, loss, cost or expense resulting from interception of or other unauthorized access to any such data or communications. FPS is not responsible for the availability or speed of Internet or other network or communications services.

6. If any provision of this Agreement is ruled invalid or unenforceable, you agree that the remaining provisions will continue in full force and effect.

This is the sole legal Agreement governing the use of these Internet Services.

This Agreement will be governed by and interpreted under the laws of the State of Colorado, as if this Agreement were entered into and performed completely in Colorado. You agree that all lawsuits relating to this Agreement or these Internet Services shall be brought in Colorado State courts or Federal courts located in the City of Denver.

7. FPS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF FPS'S INTERNET SERVICES OR ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED THROUGH ANY FPS ELECTRONIC SERVICES. IN NO EVENT WILL FPS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF OR DEFECT IN THESE INTERNET SERVICES OR ANY OTHER FPS ELECTRONIC SERVICE, UNLESS EXPRESSLY STATED IN THIS AGREEMENT.