

**Transaction Network Services System  
Terms and Conditions  
Mid Atlantic Capital Corporation - Mid Atlantic Trust Company**

**Transaction Network Services System**

Your use of the Transaction Network Services System ("TNS") is subject to the following Terms and Conditions and the provisions governing your account(s) with Mid Atlantic as set forth in your account agreement(s). Terms not otherwise defined here have the meanings given to them in applicable law and rules. Depending on your enabled level of service, TNS allows you to initiate the transfer of funds, receive and review account statements and activity, receive certain investment data and analysis, receive and transmit messages, perform reconciliations, receive tax reporting data, and conduct a variety of related functions via a personal computer. Please read these additional Terms and Conditions carefully and retain them for your records. Mid Atlantic has the right to change the Terms and Conditions at any time by notice, mailed or e-mailed, to you at the last address or e-mail address in our records.

**Section 1: Access**

TNS is an electronic service available to you and your authorized users. The accounts to which you may have access through TNS include accounts for which you act as administrator, trust agent, advisor, general agent, and/or sponsor. You represent and warrant that you have the proper authority to access TNS and the data therein, and to conduct the activity for which you are enabled on behalf of each account for which you and your authorized persons are entitled.

**Section 2: Adding, Changing and Removing Accounts**

If at any time you wish to change, add or remove an account, you must provide Mid Atlantic at least three (3) business days advance notification. For additional assistance in closing an account, call Mid Atlantic support at 412-391-7077.

**Section 3: Your Login ID and Password**

You will need a login id and password to access TNS. You authorize Mid Atlantic to follow any instructions entered through TNS using your login id and password. Your access to TNS will be blocked in the event that your login id or password is entered incorrectly after multiple attempts. If this occurs, please call Mid Atlantic at 1-800-693-7800. Because your login id and password can be used to access funds in any of your linked accounts and to access information about any of your linked accounts, you should treat your login id and password with the same degree of care and secrecy that you use to protect other financial data. You agree not to give your login id or password, or to make it otherwise available, to any other person.

**Responsibilities**

You accept responsibility for all authorized and/or unauthorized activity in your accounts made using your login id and password, including input errors and misuse of the service. You must notify Mid Atlantic immediately if you believe that your id had been lost, stolen or used by an unauthorized person. You must also immediately notify Mid Atlantic if there is a discrepancy in your account balance or any other type of suspicious activity related to your use of this service. You hereby relieve Mid Atlantic of any obligation to monitor the manner in which your login id and password is being used. Additionally, you understand that Mid Atlantic is under no obligation to notify you of any unusual activity in your account(s) that may be accessed with your id.

**Section 4: Equipment**

Mid Atlantic is not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone service; (b) disconnection of your telephone service by your local telephone company or from deficiencies in your line quality; (c) any defect or malfunction of your PC, modem or telephone service; or (d) TNS. Mid Atlantic is not responsible for any products or services relating to your PC, other than those specified herein. Mid Atlantic also is not responsible for any damage to your PC, software, modem, telephone or other property resulting from the use of TNS, including any damage resulting from a virus.

**Section 5: Hours of Operation**

TNS is available seven (7) days a week, 24 hours a day, except during maintenance periods or periods during which TNS otherwise is not operable.

**Section 6: Termination**

You may terminate your use of TNS at any time by calling Mid Atlantic at 412-391-7077, or by sending us an e-mail at requests@macg.com. (To protect your privacy over the internet, we recommend that you do not send sensitive information like your login id and password by e-mail). You must notify Mid Atlantic at least ten (10) business days prior to the date on which you wish to have your enrollment in TNS terminated. Mid Atlantic may require that your request be in writing. Mid Atlantic may terminate at any time your access to TNS, in whole or in part, for any reason without prior notice. Your access to TNS will be terminated automatically if all of your accounts are closed, or access to your accounts is restricted for any reason. Termination will not affect your liability or obligations for transfers Mid Atlantic has processed on your behalf.

**Section 7: Limitation of Liability**

Except as otherwise provided herein or by law, Mid Atlantic is not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by TNS or your use of TNS or arising in any way out of the installation, use, or maintenance of software. You also understand that there may be certain risks involved in using this site including, but not limited to transferring of funds, ACH push or pulls, tax reporting, and the passing of confidential information. You further agree to hold harmless Mid Atlantic Capital Corporation and Mid Atlantic Trust Company, its employees, officers, and representatives for any action that you take in using TNS.

**Section 8: Confidentiality**

You agree that TNS is a proprietary site and is the exclusive property of Mid Atlantic Capital Corporation and Mid Atlantic Trust Company. TNS is intended to be used only by those clients who have entered into a services agreement with Mid Atlantic Trust Company and/or Mid Atlantic Capital Corporation and/or those other individuals authorized by clients. Any unauthorized distribution or reproduction without the written consent of either Mid Atlantic Trust Company or Mid Atlantic Capital Corporation is strictly prohibited. This site and all of its related documents that accompany the use of the site contain proprietary information and should be treated as such. You further agree to not to share such proprietary information with any unauthorized person(s).

Any violation of the provisions set forth in these Terms and Conditions will be subject to remedy by means as deemed appropriate by Mid Atlantic Trust Company and/or Mid Atlantic Capital Corporation, including but not limited to legal action.

**Section 9: Float Disclosure**

The Department of Labor's Field Assistance Bulletin 2002-03 requires that service providers to plan clients, such as banks, broker dealers, and record keepers, provide their clients with adequate information regarding float. In connection therewith, please be advised that:

1 As provided in these Terms and Conditions and/or in our contractual agreements with plans and their fiduciaries, when acting as broker-dealer (Mid Atlantic Capital Corporation), or trustee or custodian (Mid Atlantic Trust Company), Mid Atlantic does retain, as part of our reasonable compensation, the float earned on certain plan cash balances. Earnings on float arise from (i) cash balances received due to plan contributions, other transfers, or plan asset sales/redemptions, in plan accounts held while awaiting investment or distribution instructions from an authorized plan fiduciary and good settlement thereof following execution of purchase orders; and (ii) benefit distribution services, whereby we earn float on money set aside for payment of outstanding but un-cashed benefit distribution checks or other participant based or custodial transfers.

2 In the case of contributions pending investment direction, funds are made available once they have cleared the issuing bank; this is generally the same day for wires and two days for checks. Mid Atlantic executes investment instructions on the same day they are received by Mid Atlantic from an authorized plan fiduciary, and adequate cash is available to fund settlement thereof.

3 In the case of float from distributions, the float period commences generally from the date on the face of the checks to participants until the date that either the recipient cashes the check and it clears our accounts through the banking system, or the check is cancelled and the underlying funds are returned to the plan. Checks are generally mailed the same day as they are issued.

4 The float rate of return is based upon and generally approximates current short term bank deposit or money market rates as in effect from time to time. In certain instances Mid Atlantic may earn bank credits in lieu of interest, and in such instances Mid Atlantic generally earns approximately the current Federal Funds rates, but in certain market conditions, Mid Atlantic may earn as much as 100 bps more or less than the Federal Funds rates.

Additional information is available to you upon request. If you have any questions about float, please contact Mid Atlantic Capital Corporation, or Mid Atlantic Trust Company. Also, fiduciaries are referred to DOL FAB 2002-03 (available at [www.dol.gov/ebas/regs](http://www.dol.gov/ebas/regs)) for more information regarding float and fiduciary considerations related thereto.

#### **Section 10: Financial and Market Data**

Neither Mid Atlantic Trust Company, Mid Atlantic Capital Corporation, Morningstar, Inc.<sup>1</sup>, the National Securities Clearing Corporation, nor SunGard Institutional Brokerage Inc., their affiliates or any other third-party licensors (collectively, "Data Providers") shall have any liability for the accuracy or completeness of the information or software furnished through this service, or for delays, interruptions or omissions therein, nor for any lost profits, indirect, special or consequential damages. Data Providers have exclusive proprietary rights in any information and software received. It is not permitted for anyone to use the information or software provided through this service for any unlawful or unauthorized purpose. You are not authorized or permitted to furnish such information or software to any person or firm for reuse or retransmission without the prior written approval of the source of such information or software. Access to this service is subject to termination in the event that any agreement between Mid Atlantic Trust Company or Mid Atlantic Capital Corporation and a provider of information or software distributed through this service is terminated in accordance with its terms.

For more complete information, including charges and expenses, on any mutual fund please call or write the fund company for a free prospectus. Please read the prospectus carefully before investing. Neither Mid Atlantic Trust Company nor Mid Atlantic Capital Corporation, has undertaken to provide advice with respect to the value of securities or as to the advisability of investing in, purchasing or selling securities, unless such engagement is pursuant to a written advisory agreement.

#### **Section 11: Mid Atlantic Master Cash Account**

Unless otherwise agreed to, cash balances are: (i) in the case of clients of Mid Atlantic Trust Company, invested in one or more FDIC eligible master depository accounts with banking institutions selected by Mid Atlantic Trust Company, registered in nominee name for the benefit of customers of Mid Atlantic Trust Company; and (ii) in the case of clients utilizing the broker-dealer services of Mid Atlantic Capital Corporation, who are not customers of Mid Atlantic Trust Company, invested in a brokerage account with Mid Atlantic Capital Corporation, which funds are held by Mid Atlantic Capital Corporation in one or more of its 15(c)-3 customer reserve accounts for the exclusive benefit of customers.

#### **Section 12: Investment Transactions for the Accounts**

With respect to investment transactions for your account(s), you understand and agree that, in following investment directions from you or your authorized users to purchase or sell any investment for your accounts(s), we may aggregate your orders with orders received with respect to other clients and submit a net purchase or sell order to the broker-dealer(s) effecting the transactions.

**Any violation of the provisions set forth in these Terms and Conditions will be subject to remedy by means as deemed appropriate by Mid Atlantic Trust Company and/or Mid Atlantic Capital Corporation, including but not limited to legal action.**

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