

MyFuture IRA Program Terms of Use

Introduction

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You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without IRALOGIX's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without IRALOGIX's express written consent.

Frequent Trading Policy

The purpose of the Frequent Trading Policy is to provide written guidelines surrounding the standard for monitoring and enforcement of Rule 22c-2 of the Investment Company Act of 1940 and the stated requirements for intermediaries.

Most recent SEC amended rule:

<https://www.sec.gov/Archives/edgar/data/356476/000119312510291404/dex9928h3.htm>

POLICY

Definitions:

- Exchange Purchase – Accountholder initiated fund transfer of any portion of an Accountholder's assets into a Fund (not including purchases into the Fund made with new assets contributed or rolled into the IRA)
- Exchange Redemption – Accountholder initiated fund transfer of any portion of a Shareholder's assets in an IRA out of a Fund (not including the withdrawal or distribution of assets out of an IRA).
- Frequent Trading – Any self-directed rebalancing trade in excess of (2) within thirty (30) calendar days.
- Portfolios/Models – The investment portfolios currently or prospectively offered through the IRA as a result of allocation advice being offered by Financial Soundings or any other technology-driven advisor ("Robo-advisor").
- Purchase Restriction Period – The thirty (30) Day period during which an Accountholder will be restricted from initiating Exchange Purchases or Sales within the IRA.
- Initial Self-directed Trade– Accountholder initiated rebalancing trade within the IRA. The accountholder can have up to (2) rebalancing trades in any 30-day period.
- Second Self-Directed Trade– Accountholder initiated rebalancing trade followed by a 2nd Accountholder rebalancing trade within a thirty (30)-day period.

Mechanics:

- 1) The first rebalancing trade across the portfolio results in a pop-up communication outlining the

definition of our Frequent Trading Policy.

- 2) The second rebalancing trade attempt within 30-days of each other results in a pop-up warning for the accountholder that if executed results in a 30-day restriction in the account:
 - a) The restriction does not apply to contributions, withdrawals, any exchanges as part of a portfolio or model resulting from a Robo-advisor or an automatic rebalancing program; only accountholder initiated rebalancing trades.
 - b) In effect, the IRA accountholder will be allowed (2) self-directed asset allocation trades in any 30-day period.
 - c) Future self-directed trades in excess of this policy will result in the same 30-day trading restriction in an account.

Monitoring applies only to accountholder-initiated exchanges involving any fund within any IRA account. This policy may be modified to adjust to legal and modified trading requirements.

Restricted access

Access to certain areas of this website is restricted. The MyFuture IRA Program and IRALOGIX reserve the right to restrict access to other areas of this website, or indeed this entire website, at their discretion.

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If you do not think they are reasonable, you must not use this website.

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You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

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If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with any account opening or support documents and the Privacy Policy, constitute the entire agreement between you and IRALOGIX and its customers in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

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