NORTH SQUARE
INVESTMENTS

Individual Retirement Custodial Account Adoption Agreement

Please complete this application to establish a new Traditional IRA or Roth IRA. This application must be preceded or accompanied by a current IRA Disclosure Statement and Custodial Agreement.

For Additional Copies or Assistance

If you need additional copies of this application, or would like assistance completing it, please call the North Square Funds at **1-855-551-5521** or go to www.northsquareinvest.com

Instructions

1. If you are requesting a transfer or direct rollover of current plan assets (held by another custodian) you must complete the IRA Transfer of Assets Form in addition to this form.
2. Mail this application to:
   North Square Funds
   PO Box 46707
   Cincinnati, OH 45246

   Overnight Delivery:
   North Square Funds
   225 Pictoria Dr, Suite 450
   Cincinnati, OH 45246
3. Retain a copy for your records.

North Square Funds Privacy Policy Statement

Your privacy is important to us. North Square Funds is committed to maintaining the confidentiality, integrity and security of your personal information. When you provide personal information, North Square Funds believes that you should be aware of policies to protect the confidentiality of that information.

The Fund collects the following nonpublic personal information about you:

- Information we receive from you on or in applications or other forms, correspondence, or conversations, including, but not limited to, your name, address, phone number, social security number, assets, income and date of birth; and
- Information about your transactions with us, our affiliates, or others, including, but not limited to, your account number and balance, payments history, parties to transactions, cost basis information, and other financial information.

The Fund does not disclose any nonpublic personal information about our current or former shareholders to nonaffiliated third parties, except as permitted by law. For example, the Fund is permitted by law to disclose all of the information collected, as described above, to our transfer agent to process your transactions. Furthermore, the Fund restricts access to your nonpublic personal information to those persons who require such information to provide products or services to you. The Fund maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

In the event that you hold shares of the Fund through a financial intermediary, including, but not limited to, a broker-dealer, bank, or trust company, the privacy policy of your financial intermediary would govern how your nonpublic personal information would be shared with nonaffiliated third parties.

Anti-Money Laundering

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, social security number/ Tax ID number and other information that will allow us to identify you. We may also ask to see other identifying documents. Until you provide the information or documents we need, we may not be able to open an account or effect any additional transactions for you.

For questions about these policies, or for additional copies of the North Square Funds Privacy Policy Statement, please contact the Fund at **1-855-551-5521** or www.northsquareinvest.com or contact us at PO Box 46707, Cincinnati, OH 45246.

I, the person signing this Adoption Agreement (hereinafter called the "Owner"), establish an Individual Retirement Account (IRA), which is either a Traditional IRA or a Roth IRA, as indicated below, (the "Account") with First National Bank of Omaha as Custodian ("Custodian"). A Traditional IRA operates under Internal Revenue Code Section 408(a). A Roth IRA operates under Internal Revenue Code Section 408A. I agree to the terms of my Account, which are contained in the applicable provisions of the document entitled First National Bank of Omaha Traditional/Roth Individual Retirement Account Custodial Agreement and this Adoption Agreement. I certify the accuracy of the information in this Adoption Agreement. My Account will be effective upon acceptance by Custodian.

1. IRA ACCOUNT REGISTRATION

Name (First, Middle, Last)

Social Security Number

Street Address

Date of Birth

City, State, ZIP

Cell Phone Number

Email

Alternate Telephone

☐ Please send mail to the address below. Please provide your primary legal address above, in addition to any mailing address (if different).

Street Address

City, State, ZIP

2. TRADITIONAL IRA ELECTION

If you wish to open a Traditional IRA, provide all applicable information below. See the Traditional IRA Disclosure Statement for additional information and consult your tax advisor for help if needed. Direct Rollovers are described in the Traditional IRA Disclosure Statement.

A. **Traditional IRA**
(Please refer to the Fund's prospectus for minimum investment amounts and subsequent investment requirements. Make checks payable to North Square Funds).

1. **Annual Contributions**
   ○ Check enclosed in the amount of:

   $ _____ representing current contribution for tax year _____

   This contribution does not exceed the maximum permitted amount for the year of contribution as described in the Traditional IRA Disclosure Statement. If no tax year is indicated, contribution will automatically apply to current year.

2. **Transfer**
   ○ Transfer of existing Traditional IRA directly from current Custodian or Trustee. Complete the IRA Transfer of Assets Form.

3. **Rollover**
   ○ Rollover of a withdrawal from another Traditional IRA or of an eligible rollover distribution from an employer qualified plan, 403(b) arrangement or eligible 457 plan.

   Check enclosed in the amount of: $ _____

   (Generally, only one indirect rollover is permitted from an IRA to another, or the same, IRA in any 12-month period, regardless of the number of IRAs you own. See IRS.gov for exceptions.)

4. **Direct Rollover**
   ○ Direct rollover of an eligible rollover distribution from an employer qualified plan, 403(b) arrangement or eligible 457 plan.

5. **Recharacterization of an existing IRA**
   - ○ If First National Bank of Omaha is the current Custodian, please provide current Roth IRA:

     Account Number: _____ Indicate amount recharacterized, if less than entire account balance: $ _____

     (If no amount is inserted here, we will recharacterize the entire account balance.)
     If current Roth IRA is with another custodian or trustee, please complete the IRA Transfer of Assets Form.

6. **SEP Provision**
   - ○ Owner intends to use this Account in connection with a SEP Plan or grandfathered SARSEP Plan established by the Owner's employer.

G. **Inherited Traditional IRA**

Decedent's name	Decedent's Date of Birth	Decedent's Date of Death

3. ROTH IRA ELECTION

If you wish to open a Roth IRA, provide all applicable information below.

Tax Withholding Election for Conversion. Under IRS rules, a conversion of a Traditional IRA to a Roth IRA is treated for income tax purposes as a distribution of taxable amounts in the Traditional IRA. IRS rules also require the custodian to withhold 10% of the conversion amount for federal income taxes unless no withholding has been elected. See IRS Publication 505, Tax Withholding and Estimated Tax for more information. State tax withholding may also apply if federal income tax is withheld.

A. **Roth IRA**
(Please refer to the Fund's prospectus for minimum investment amounts and subsequent investment requirements. Make checks payable to North Square Funds)

1. **Annual Contributions**
   - ○ Check enclosed in the amount of:

     $ _____ representing current contribution for tax year _____

     This contribution does not exceed the maximum permitted amount for the year of contribution as described in the Roth IRA Disclosure Statement. If no tax year is indicated, contribution will automatically apply to current year.

2. **Conversion of Existing Traditional IRA**
   - ○ Rollover or Transfer from existing Traditional IRA with another custodian or trustee to a Roth IRA with First National Bank of Omaha.

3. **Rollover or Transfer of Existing Roth IRA**
   - ○ Rollover or Transfer from existing Roth IRA with another custodian or trustee to a Roth IRA with First National Bank of Omaha.

     Date existing Roth IRA was originally opened: _____

     Please complete the IRA Transfer of Assets Form if either 3 or 4 is checked and the transaction is a transfer (as opposed to a rollover).

D. **Inherited Roth IRA**

Decedent's name	Decedent's Date of Birth	Decedent's Date of Death

4. INVESTMENT SELECTION (Refer to the Fund's prospectus for minimum investment amounts and subsequent investment requirements.)

Name	Amount	Share Class
☐ North Square Altrinsic International Equity Fund	$	○ Class I
☐ North Square Core Plus Bond Fund	$	○ Class I
☐ North Square Dynamic Small Cap Fund	$	○ Class A ○ Class I
☐ North Square McKee Bond Fund	$	○ Class R6 ○ Class I
☐ North Square Multi Strategy Fund	$	○ Class A ○ Class I
☐ North Square Preferred and Income Securities Fund	$	○ Class I
☐ North Square Spectrum Alpha Fund	$	○ Class A ○ Class I
☐ North Square Strategic Income Fund	$	○ Class A ○ Class I
☐ North Square Tactical Defensive Fund	$	○ Class A ○ Class C ○ Class I
☐ North Square Tactical Allocation Fund	$	○ Class A ○ Class C ○ Class I
☐ North Square Kennedy MicroCap Fund	$	○ Class I
☐ North Square Small Cap Value Fund	$	○ Investor Class ○ Class I
Total:	$	

Make check payable to **North Square Funds.**

If investing by wire: Call **1-855-551-5521** and indicate the amount of the wire: $

If opening an Aor C Class account, section 10 must be completed.

I acknowledge that I have sole responsibility for my investment choices and that I have received a current prospectus for each Fund and share class I select. Please read the prospectus of the Funds selected before investing.

Third Party checks are not accepted. Automated Clearing House (ACH) cannot be used for the initial purchase.

5. REDUCED SALES CHARGE (Complete this section if you qualify for a reduced sales charge. See Prospectus for Terms & Conditions.)

Letter of Intent

You can reduce the sales charge you pay on Class A shares by investing a certain amount over a 13-month period. Please indicate the total amount you intend to invest over the next 13-months.

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

Rights of Accumulation

If you already own Class A shares of the North Square Funds, you may already be eligible for a reduced sales charge on Class A share purchases. Please provide the account number(s) below to qualify (if eligible).

Account No.

Account No.

☐ Net Asset Value (NAV). I have read the prospectus and qualify for a complete waiver of the sales charge on Class A shares. Registered representatives may complete the Dealer Information section as proof of eligibility.

Reason for Waiver:

6. AUTOMATIC INVESTMENT PLAN (AIP)

AIP allows you to add regularly to the Fund by authorizing us to deduct money directly from your checking account every month. Your bank must be a member of the ACH network. **If you choose this option, please complete Section 7 and attach a voided check.** The amount designated will be invested in each fund included in section 4, at the frequency designated below. If you would like to designate different AIP amounts by fund, please do so with a separate letter of instruction, through your online account, or by calling our Investor Services team after the account has been established.

Amount: $ _____ ($100 Class A/C, $0 Class I minimum)

Frequency (choose one):

○ Monthly ○ Twice Monthly ○ Quarterly ○ Annually ○ Twice Annually

Start Date: Month: _____ Day*: _____

Second Date (for twice options): Month: _____ Day*: _____

* If no day is specified, the draft will be made on the 25th day of the month or the following business day if the 25th falls on a weekend or holiday. If no month is specified, the draft will start in the month received if it is at least 5 days prior to day selected, otherwise it will be the following month.

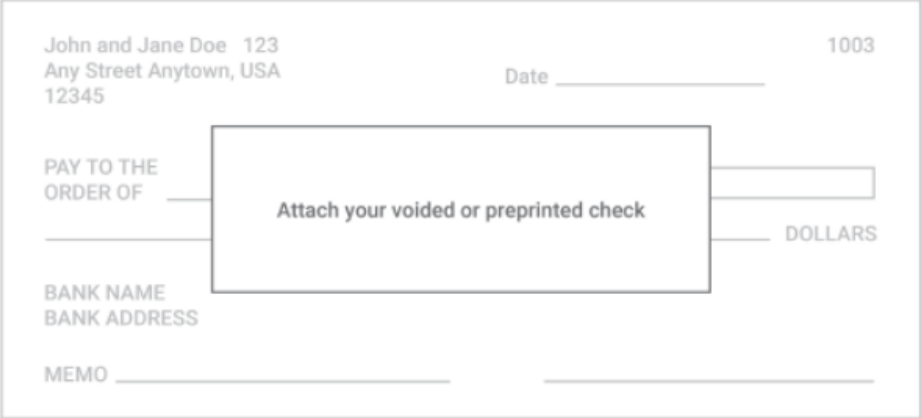
7. BANK INFORMATION

I authorize the Fund to purchase and redeem shares via the ACH network, of which my bank is a member.

Important Note: At least one name on the bank account must match a named shareholder.

Type of Account: ○ Checking ○ Savings

Please attach a voided check from your bank account.
A bank account will not be added without a voided check or without bank verification.



8. BENEFICIARY(IES)

As Owner, I hereby make the following designation of beneficiary in accordance with the First National Bank of Omaha Traditional Individual Retirement Custodial Account or Roth Individual Retirement Custodial Account:

In the event of my death, pay any interest I may have under my Account to the following Primary Beneficiary or Beneficiaries who survive me. Make payment in the proportions specified below (or in equal proportions if no different proportions are specified). If any Primary Beneficiary predeceases me, his share is to be divided among the Primary Beneficiaries who survive me in the relative proportions assigned to each such surviving Primary Beneficiary. If none of the Primary Beneficiaries survives me, pay any interest I may have under my Account to the following Contingent Beneficiary or Beneficiaries who survive me. Make payment in the proportions specified below (or in equal proportions if no different proportions are specified). If any Contingent Beneficiary predeceases me, his share is to be divided among the Contingent Beneficiaries who survive me in the relative proportions assigned to each such surviving Contingent Beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the account(s). Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

Primary Beneficiary Name (First, Middle, Last)	Share %	Relationship	Date of Birth
Primary Beneficiary Name (First, Middle, Last)	Share %	Relationship	Date of Birth
Primary Beneficiary Name (First, Middle, Last)	Share %	Relationship	Date of Birth
Contingent Beneficiary Name (First, Middle, Last)	Share %	Relationship	Date of Birth
Contingent Beneficiary Name (First, Middle, Last)	Share %	Relationship	Date of Birth
Contingent Beneficiary Name (First, Middle, Last)	Share %	Relationship	Date of Birth

This Designation of Beneficiary may have important tax or estate planning effects. If you cannot accomplish your estate planning objectives by using this Section to designate your beneficiary(ies) (for example, if you wish to provide that the surviving children of a beneficiary who predeceases you should take that beneficiary's share by right of representation), you may submit another form of written beneficiary designation to the Custodian.

Any amount remaining in the Account that is not disposed of by a proper Designation of Beneficiary will be distributed to your estate (unless otherwise required by the laws of your state of residence). You may change the beneficiary(ies) named above at anytime by filing a new Designation of Beneficiary with the Custodian. Any subsequent Designation filed with the Custodian will revoke all prior Designations, even if the subsequent designation does not dispose of your entire Account.

Spousal Consent*

I am the spouse of the above-named Owner. I acknowledge that I have received a full and reasonable disclosure of my spouse's property and financial obligations. Due to any possible consequences of giving up my community or marital property interest in this IRA, I have been advised to see a tax professional or legal advisor. I hereby consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequence that may result. No tax or legal advice was given to me by the Custodian, North Square Funds, or the investment advisor.

Signature of Spouse	Date

* This section should be reviewed if the Owner is married and designates a beneficiary other than the spouse. It is the Owner's responsibility to determine if this section applies. The Owner may need to consult with legal counsel. Neither the Custodian, North Square Funds, nor the investment advisor are liable for any consequences resulting from a failure of the Owner to provide proper spousal consent.

9. TELEPHONE PRIVILEGES

Telephone privileges, as described in the prospectus, automatically apply unless this box is checked.

☐ No, I do not want telephone privileges

10. DEALER/REGISTERED INVESTMENT ADVISOR INFORMATION

If opening your account through a Broker/Dealer or Registered Investment Advisor, please have them complete this section.

Dealer Name

Representative's Last Name, First Name

DEALER HEAD OFFICE

Address

City, State, ZIP

Telephone Number

Email Address

REPRESENTATIVE'S BRANCH OFFICE

Address

City, State, ZIP

Rep Telephone Number

Rep ID Number

Rep Email Address

Branch ID Number

Branch Telephone Number (if different than Rep Phone Number)

11. UNCLAIMED PROPERTY LAWS

Unclaimed property legislation, which varies by state, generally requires deemed abandoned or ownerless personal property, including your account and any unclaimed monies, to be transferred to the state of your last known address. Common reasons for your assets to be deemed eligible for being reported as unclaimed property include, though are not limited to, the absence of recent account activity, returned mail, obtainment of the RMD age and evidence of death. To preserve your assets and prevent them from being turned over as unclaimed property, you are encouraged to contact us annually and to promptly inform us of any change in your address.

12. TRUSTED CONTACT

Designating a trusted contact is not required and does not authorize the named individual to make trades in your account or to make changes to your account, but it does authorize us to communicate with the trusted contact regarding the account.

By providing the information in this section, I authorize North Square Funds to contact the person listed below and to disclose information about me and the account in the following circumstances: to prevent the presumption of abandonment, to address possible financial exploitation, to confirm the specifics of my current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney or as otherwise permitted by federal law

Note:

- There can be only be one trusted contact per account.
- Your trusted contact should not be the financial professional on record.

Full Name of Trusted Contact

Mailing Address (Including apartment or P.O. Box number)

City

State

ZIP

Foreign Routing or Postal Code

Country of Residence if outside the U.S.

Cell Phone Number

Email Address

Relationship to Account Owner

13. SIGNATURES AND CERTIFICATIONS

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, social security number/ Tax ID number and other information that will allow us to identify you. We may also ask to see other identifying documents. Until you provide the information or documents we need, we may not be able to open an account or effect any additional transactions for you.

By signing below, under penalties of perjury, I certify that: 1) The number shown on this form is my correct taxpayer identification number, and 2) I am not subject to back up withholding because; (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, 3) I am a U.S. person (including a U.S. resident alien), and 4) I am exempt from FATCA reporting. I have received and read a current prospectus for the North Square Funds and agree to be bound by the terms contained therein. I release the Fund and their agents and representatives from all liability and agree to indemnify them from any and all losses, damages or costs for acting in good faith in accordance with instructions, including telephone instructions, believed to be genuine. I certify that I have the authority to establish this account and the information provided herein is accurate and complete. I agree to notify North Square Funds promptly in writing if any information contained in this application changes.

If I have indicated a Traditional IRA Rollover or Direct Rollover above, I certify that, if the distribution is from another Traditional IRA, that I have not made another rollover within the one-year period immediately preceding this rollover; that such distribution was received within 60 days of making the rollover to this Account; and that no portion of the amount rolled over is a required minimum distribution under the required distribution rules or a hardship distribution from an employer qualified plan or 403(b) arrangement or eligible 457 plan.

If I have indicated a Conversion, Transfer or a Rollover of an existing Traditional IRA to a Roth IRA, I acknowledge that the amount converted will be treated as taxable income (except for any prior nondeductible contributions) for federal income tax purposes, and certify that no portion of the amount converted, transferred or rolled over is a required minimum distribution under applicable rules. If I have elected to convert an existing Traditional IRA with First National Bank of Omaha as custodian to a Roth IRA and have elected no withholding, I understand that I may be required to pay estimated tax and that insufficient payments of estimated tax may result in penalties.

If I have indicated a rollover from another Roth IRA, I certify that the information given herein is correct and acknowledge that adverse tax consequences or penalties could result from giving incorrect information. I certify that any rollover contribution to the Roth IRA was completed within 60 days after the amount was withdrawn from the other IRA.

I have received and read the applicable sections of the IRA Disclosure Statements relating to this Account, the Custodial Agreement, and this Adoption Agreement. I understand that my Account will be charged an applicable IRA Fee as set forth in the attached IRA Custodial Booklet. I understand that I have the right to revoke this Individual Retirement Account within seven (7) days of receiving the IRA Disclosure Statements by notifying North Square Funds in writing.

I acknowledge that it is my sole responsibility to report all contributions to or withdrawals from the Account correctly on my tax returns, and to keep necessary records of all my IRAs (including any that may be held by another custodian or trustee) for tax purposes. All forms must be acceptable to the Custodian and dated and signed by me.

If Fund shares are being purchased on behalf of an Investment Company (as that term is defined under the Investment Company Act of 1940, as amended ("the 1940 Act"), including investment companies that are not required to register under the 1940 Act pursuant to section 3(c)(1) or 3(c)(7) exemptions), I hereby certify that said Investment Company will limit its ownership to 3% or less of the Fund's outstanding shares.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature

Date

14. CUSTODIAN ACCEPTANCE

First National Bank of Omaha will accept appointment as Custodian of the Owner's Account. However, this Agreement is not binding upon the Custodian until the Owner has received a statement confirming the initial transaction for the Account. Receipt by the Owner of a confirmation of the purchase of the Fund shares indicated above will serve as notification of First National Bank of Omaha's acceptance of appointment as Custodian of the Owner's Account.

TO CONTACT US:

By Telephone
Toll-free: **1-855-551-5521**
Fax: **877-513-0756**

In Writing
North Square Funds
PO Box 46707
Cincinnati, OH 45246

or

Via Overnight Delivery
225 Pictoria Dr, Suite 450
Cincinnati, OH 45246

Internet
www.northsquareinvest.com

Distributed by Foreside Fund Services, LLC

FACTS

WHAT DO THE NORTH SQUARE FUNDS DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depends on the product or service that you have with us. This information can include:

- Social Security number and wire transfer instructions
- account transactions and transaction history
- investment experience and purchase history

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons the Fund chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information:	Does the Funds share information?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	**YES**	**NO**
For our marketing purposes - to offer our products and services to you.	**NO**	**We don't share**
For joint marketing with other financial companies.	**NO**	**We don't share**
For our affiliates' everyday business purposes - information about your transactions and records.	**NO**	**We don't share**
For our affiliates' everyday business purposes - information about your credit worthiness.	**NO**	**We don't share**
For nonaffiliates to market to you	**NO**	**We don't share**

QUESTIONS? **Call 1-855-551-5521**

Who we are:

Who is providing this notice?	North Square Funds Ultimus Fund Solutions, LLC (Administrator and Transfer Agent)

What we do:

How does the Fund protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our service providers are held accountable for adhering to strict policies and procedures to prevent any misuse of your nonpublic personal information.
How does the Fund collect my personal information?	We collect your personal information, for example, when you • open an account or deposit money • direct us to buy securities or direct us to sell your securities • seek advice about your investments We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • sharing for affiliates' everyday business purposes – information about your creditworthiness. • affiliates from using your information to market to you. • sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *North Square Investments, LLC, who is the adviser to the Funds, could be deemed to be an affiliate.* • *The Funds do not share with affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *The Funds do not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *The Funds doesn't jointly market.*

About | Printing Requirements | Reset | Show Field Borders

Roth IRA

Individual Retirement Account

Custodial Booklet

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

Form **5305-RA** (Under Section 408A of the Internal Revenue Code) (Rev. April 2017) Department of the Treasury Internal Revenue Service

Do Not File with Internal Revenue Service

☐ Amendment

The depositor and the custodian make the following agreement:

Article I. Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to $5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to $6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

Article II.

1. The annual contribution limit described in Article I is gradually reduced to $0 for higher income levels. For a depositor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of $118,000 and $133,000; for a married depositor filing jointly, between AGI of $186,000 and $196,000; and for a married depositor filing separately, between AGI of $0 and $10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the $0 to $10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

Article III. The depositor's interest in the balance in the custodial account is nonforfeitable.

Article IV.

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article V.

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below.

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.

(b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting 1 from the divisor for each subsequent year.

3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

Article VI.

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).

2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

Article VII. Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

Article VIII. This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application that accompanies this agreement.

Article IX.

9.01 Your Roth IRA Documents. This Internal Revenue Service (IRS) Forms 5305 series agreement for Roth IRAs, amendments, application, beneficiary designation, disclosure statement, and other documentation, if any, set forth the terms and conditions governing your Roth individual retirement account (IRA) and your or, after your death, your beneficiary's relationship with us. Articles I through VIII of the IRS 5305 agreement have been reviewed and approved by the IRS. The disclosure statement sets forth various Roth IRA rules in simpler language. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. This document may be used to establish a Roth SEP IRA.

9.02 Definitions. This agreement refers to you as the depositor, and us as the custodian. References to "you," "your," and "Roth IRA owner" will mean the depositor, and "we," "us," and "our" will mean the custodian. The terms "you" and "your" will apply to you. In the event you appoint a third party, or have a third party appointed on your behalf, to handle certain transactions affecting your Roth IRA, such third party will be your agent and will be considered "you" for purposes of this agreement. Additionally, references to "Roth IRA" will mean the custodial account and will not indicate Roth SIMPLE or Roth SEP IRAs unless specifically stated. Further, references to "traditional" and "traditional IRA" will include an IRA indicated to be a SEP IRA, references to "SIMPLE IRA" will not indicate a Roth SIMPLE IRA unless specifically stated, and "SEP" will not indicate a Roth SEP unless specifically stated.

9.03 Additional Provisions. Additional provisions may be attached to, and made a part of, this agreement by either party. The provisions must be in writing, agreed to by us, and in a format acceptable to us.

9.04 Our Fees and Expenses. We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your Roth IRA. We may change the fees at any time by providing you with notice of such changes. We will provide you with fee disclosures and policies. We may deduct fees directly from your Roth IRA assets or bill you separately. The payment of fees has no effect on your contributions. Additionally, we have the right to liquidate your Roth IRA assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

9.05 Amendments. We may amend your Roth IRA in any respect and at any time, including retroactively, to comply with applicable laws governing retirement plans and the corresponding regulations. Any other amendments shall require your consent, by action or no action, and will be preceded by written notice to you. Unless otherwise required, you are deemed to automatically consent to an amendment, which means that your written approval is not required for the amendment to apply to the Roth IRA. In certain instances the governing law or our policies may require us to secure your written consent before an amendment can be applied to the Roth IRA. If you want to withhold your consent to an amendment, you must provide us with a written objection within 30 days of the receipt date of the amendment.

9.06 Notice and Delivery. Any notice mailed to you will be deemed delivered and received by you, five days after the postmark date. This fifth day following the postmark is the receipt date. Notices will be mailed to the last address we have in our records. You are responsible for ensuring that we have your proper mailing address. Upon your consent, we may provide you with notice in a delivery format other than by mail. Such formats may include various electronic deliveries. Any notice, including terminations, change in personal information, or contributions mailed to us will be deemed delivered when actually received by us based on our ordinary business practices. All notices must be in writing unless our policies and procedures provide for oral notices.

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9.07 Applicable Laws. This agreement will be construed and interpreted in accordance with the laws of, and venued in, our state of domicile.

9.08 Disqualifying Provisions. Any provision of this agreement that would disqualify the Roth IRA will be disregarded to the extent necessary to maintain the account as a Roth IRA.

9.09 Interpretation. If any question arises as to the meaning of any provision of this agreement, then we shall be authorized to interpret any such provision, and our interpretation will be binding upon all parties.

9.10 Representations and Indemnity. You represent that any information you or your agents provide to us is accurate and complete, and that your actions comply with this agreement and applicable laws governing retirement plans. You understand that we will rely on the information provided by you, and that we have no duty to inquire about or investigate such information. We are not responsible for any losses or expenses that may result from your information, direction, or actions, including your failure to act. You agree to hold us harmless, to indemnify, and to defend us against any and all actions or claims arising from, and liabilities and losses incurred by reason of your information, direction, or actions. Additionally, you represent that it is your responsibility to seek the guidance of a tax or legal professional for your Roth IRA issues.

We are not responsible for determining whether your contributions or distributions comply with this agreement or the federal laws governing retirement plans. We are not responsible for any taxes, judgments, penalties, or expenses incurred in connection with your Roth IRA, or any losses that are a result of events beyond our control. We have no responsibility to process transactions until after we have received appropriate direction and documentation, and we have had a reasonable opportunity to process the transactions. We are not responsible for interpreting or directing beneficiary designations or divisions, including separate accounting, court orders, penalty exception determinations, or other similar situations.

9.11 Investment of Roth IRA Assets.

(a) Deposit Investments Only. The deposit investments we offer are limited to savings, share and money market accounts, and certificates of deposit (CDs), and will earn a reasonable rate. This Roth IRA is not, and cannot be, a self-directed Roth IRA. It does not permit you to invest your contributions or Roth IRA assets in nondeposit investments such as property, annuities, stocks, bonds, and government, municipal or United States Treasury securities.

(b) Investment of Contributions. You may invest Roth IRA contributions in any Roth IRA deposit investments we offer. If you fail to provide us with investment direction for a contribution, we will return or hold all or part of such contribution based on our policies and procedures. We will not be responsible for any loss of Roth IRA income associated with your failure to provide appropriate investment direction.

(c) Directing Investments. All investment directions must be in a format or manner acceptable to us. You may invest in any Roth IRA investments that you are qualified to purchase, and that we are authorized to offer and do offer at the time of the investment selection, and that are acceptable under the applicable laws governing retirement plans. Your Roth IRA investments will be registered in our name for the benefit of your Roth IRA. Specific investment information may be provided at the time of the investment.

Based on our policies, we may allow you to delegate the investment responsibility of your Roth IRA to an agent by providing us with written notice of delegation in a format acceptable to us. We will not review or guide your agent's decisions, and you are responsible for the agent's actions or failure to act. We are not responsible for directing your investments, or providing investment advice, including guidance on the suitability or potential market value of various investments.

(d) Investment Fees and Asset Liquidation. We have the right to liquidate your Roth IRA assets to pay fees and expenses, federal tax levies, or other assessments on your Roth IRA. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

9.12 Distributions. Withdrawal requests must be in a format acceptable to us, or on forms provided by us. We may require you, or your beneficiary after your death, to elect a distribution reason, provide documentation, and provide a proper tax identification number before we process a distribution. These withdrawals may be subject to taxes, withholding, and penalties. Distributions will generally be in cash.

Required minimum distributions (RMDs) for your beneficiaries will be based on Treasury Regulations in addition to our then current policies and procedures. The RMD regulations are described within the Disclosure Statement. In the event a beneficiary, after your death, fails to take an RMD we may do nothing, distribute the entire Roth IRA balance, or distribute the RMD based on our own calculation.

NOTE: Because of the tax and financial consequences surrounding taking RMDs, you are advised to seek the guidance of a tax or legal professional.

9.13 Spouse Beneficiary. Notwithstanding Article V, a spouse beneficiary shall be permitted all the beneficiary options allowed under law or applicable regulations. The default election for a spouse beneficiary is the life expectancy method. If your surviving spouse fails to take the required minimum distribution, he/she is deemed to have treated your Roth IRA as his/her own. If your surviving spouse is your sole beneficiary, your spouse may treat your Roth IRA as his/her own Roth IRA and would not be subject to the required minimum distribution rules.

9.14 Beneficiary Default Election. If your eligible designated beneficiary does not make an election in terms of a required minimum distribution method, the life expectancy method will be the default under this agreement.

9.15 Cash Contributions. We may accept transfers, rollovers, conversions, and other similar contributions in cash from other IRAs, eligible retirement plans, and as allowed by law. Prior to completing such transactions we may require that you provide certain information in a format acceptable to us.

9.16 Reports and Records. We will maintain the records necessary for IRS reporting on this Roth IRA. Required reports will be provided to you, or your beneficiary after your death, and the IRS. If you believe that your report is inaccurate or incomplete, you must notify us in writing within 30 days following the receipt date. Your investments may require additional state and federal reporting.

9.17 Termination. You may terminate this agreement without our consent by providing us with a written notice of termination. A termination and the resulting distribution or transfer will be processed and completed as soon as administratively feasible following the receipt of proper notice. At the time of termination we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties.

9.18 Our Resignation. We can resign at any time by providing you with 30 days written notice prior to the resignation date, or within five days of our receipt of your written objection to an amendment. In the event you materially breach this agreement, we can terminate this agreement by providing you with five days prior written notice. Upon our resignation, you must appoint a qualified successor custodian or trustee. Your Roth IRA assets will be transferred to the successor custodian or trustee once we have received appropriate direction. Transfers will be completed within a reasonable time following our resignation notice and the payment of your remaining Roth IRA fees or expenses. At the time of resignation we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties. If you fail to provide us with acceptable transfer direction within 30 days from the date of the notice we can transfer the assets to a successor custodian or trustee of our choice or distribute them to you in cash.

9.19 Successor Organization. If we merge with, purchase, or are acquired by, another organization, such organization, if qualified, may automatically become the successor custodian or trustee of your Roth IRA.

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IRS FORM 5305-RA INSTRUCTIONS (Rev. 4-2017)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

Do not file Form 5305-RA with the IRS. Instead, keep it with your records.

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after 5 years that are made when the depositor is 59 1/2 years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to $10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590-A,** Contributions to Individual Retirement Arrangements (IRAs), and **Pub. 590-B,** Distributions from Individual Retirement Arrangements (IRAs).

Definitions

Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The depositor is the person who establishes the custodial account.

Specific Instructions

Article I. The depositor may be subject to a 6% tax on excess contributions if **(1)** contributions to other individual retirement arrangements of the depositor have been made for the same tax year, **(2)** the depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or **(3)** the depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

Article V. This article describes how distributions will be made from the Roth IRA after the depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the depositor's intent. Under paragraph 3 of Article V, the depositor's spouse is treated as the owner of the Roth IRA upon the death of the depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.

Article IX. Article IX and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

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ROTH IRA DISCLOSURE STATEMENT

Right to Revoke Your Roth IRA. With some exceptions, you have the right to revoke this Roth individual retirement account (IRA) within seven days of receiving this Disclosure Statement. If you revoke your Roth IRA, we will return your entire Roth IRA contribution without any adjustment for items such as sales commissions, administrative expenses, or fluctuation in market value. Exceptions to your right of revocation include that you may not revoke a Roth IRA established with a recharacterized contribution, nor do you have the right to revoke upon amendment of this agreement.

You may revoke your Roth IRA by providing us with written notice. The revocation notice may be mailed by first-class mail, or hand delivered to us. If your notice is mailed by first-class, postage pre-paid mail, the revocation will be deemed mailed on the date of the postmark.

If you have any questions or concerns regarding the revocation of your Roth IRA, please call or write to us. Our telephone number, address, and a contact name to be used for communications can be found on the application that accompanies this Disclosure Statement and Internal Revenue Service (IRS) Forms 5305 series agreement.

This Disclosure Statement. This Disclosure Statement provides you, or your beneficiaries after your death, with a summary of the rules and regulations governing this Roth IRA.

Definitions. The IRS Forms 5305 series agreement for Roth IRAs contains a definitions section. The definitions found in such section apply to this agreement. The IRS refers to you as the depositor, and us as the custodian. References to "you," "your," and "Roth IRA owner" will mean the depositor, and "we," "us," and "our" will mean the custodian. The terms "you" and "your" will apply to you. In the event you appoint a third party, or have a third party appointed on your behalf to handle certain transactions affecting your Roth IRA, such third party will be considered your agent and, therefore, "you" for purposes of this agreement. Additionally, references to "Roth IRA" will mean the custodial account and will not indicate Roth SIMPLE or Roth SEP IRAs unless specifically stated. Further, references to "traditional" and "traditional IRA" will include an IRA indicated to be a SEP IRA, references to "SIMPLE IRA" will not indicate a Roth SIMPLE IRA unless specifically stated, and "SEP" will not indicate a Roth SEP unless specifically stated.

For Additional Guidance. It is in your best interest to seek the guidance of a tax or legal professional before completing any Roth IRA establishment documents. For more information, you can also refer to IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* instructions to your federal income tax return, the IRS's website at www.irs.gov, or, if applicable, your employer's SEP plan documents.

Roth IRA Restrictions and Approval.

1. **IRS Form 5305-R or 5305-RA Agreement.** This Disclosure Statement and the IRS Forms 5305 series agreement, amendments, application, and additional provisions set forth the terms and conditions governing your Roth IRA. Such documents are the agreement.
2. **Individual/Beneficiary Benefit.** This Roth IRA must be for the exclusive benefit of you and, upon your death, your beneficiaries. The Roth IRA must be established in your name and not in the name of your beneficiary, living trust, or another party or entity.
3. **Beneficiary Designation.** By completing the appropriate section on the corresponding Roth IRA application you may designate any person(s) as your beneficiary to receive your Roth IRA assets upon your death. You may also change or revoke an existing designation in such manner and in accordance with such rules as we prescribe for this purpose. If there is no beneficiary designation on file at the time of your death, or if none of the beneficiaries on file are alive at the time of your death, your Roth IRA assets will be paid to your estate. We may rely on the latest beneficiary designation on file at the time of your death, will be fully protected in doing so, and will have no liability whatsoever to any person making a claim to the Roth IRA assets under a subsequently filed designation or for any other reason.
4. **Cash Contributions.** Regular or annual Roth IRA contributions must be in cash, which may include a check, money order, or wire transfer.
5. **Roth IRA Custodian.** A Roth IRA custodian must be a bank, federally insured credit union, savings and loan association, trust company, or other entity, which is approved by the Secretary of the Treasury to act as a Roth IRA custodian.
6. **Prohibition Against Life Insurance and Commingling.** None of your Roth IRA assets may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund.
7. **Nonforfeitability.** The assets in your Roth IRA are not forfeitable.
8. **Collectibles.** Generally, none of your Roth IRA assets may be invested in collectibles, including any work of art, rug, or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property. If we allow, you may invest your Roth IRA assets in the following coins and bullion: certain gold, silver, and platinum coins minted by the United States; a coin issued under the laws of any state; and any gold, silver, platinum, and palladium bullion of a certain fineness, and only if such coins and bullion are held by us. For additional guidance on collectibles, including nonfungible tokens (NFTs), see Section 408(m) of the Internal Revenue Code (IRC) and, pending future guidance, IRS Notice 2023-27.
9. **Cash Rollovers.** You may be eligible to make a rollover contribution of your Roth IRA distribution to a Roth IRA. Rollovers to and from Roth IRAs are described in greater detail elsewhere in this Disclosure Statement.
10. **Required Minimum Distribution (RMD) Rules For Beneficiaries.** This Roth IRA is subject to the RMD rules summarized in this agreement.
11. **No Prohibited Transactions.** If you or your beneficiary engage in a prohibited transaction, this Roth IRA loses its tax exempt status and is treated as distributing all of its assets to you at its fair market value on the first day of the year. If the total value is more than your basis in the Roth IRA, you will have a taxable gain that is includible in your gross income for the year during which the prohibited transaction occurred. Further, any such deemed distributions will not count towards any RMDs.
12. **No Pledging.** If you pledge all or a portion of your Roth IRA as security for a loan, the portion pledged will be treated as a distribution to you, is included in your gross income, and may be subject to the 10 percent early-distribution additional tax.
13. **IRS Approval of Form.** This agreement includes an IRS Forms 5305 series agreement. Articles I through VIII of this IRS agreement have been reviewed and approved by the IRS. This approval is not a determination of its merits, and not an endorsement of the investments provided by us, or the operation of the Roth IRA. Article IX of this IRS agreement contains additional contract provisions that have not been reviewed or approved by the IRS.
14. **State Laws.** State laws may affect your Roth IRA in certain situations, including beneficiary designations, agency relationships, spousal consent, unclaimed property, taxes, and reporting.

Roth IRA Eligibility and Contributions.

1. **Regular or Annual Roth IRA Contribution.** An annual contribution, commonly referred to as a regular contribution, is your contribution for the tax year, and is based on your and your spouse's compensation if filing jointly. Your designation of the tax year for your contribution is irrevocable. You may direct all or a portion of any tax refund directly to an IRA, up to your annual contribution limit.

   If you are married and file a joint federal income tax return, you or your spouse may make a contribution on your behalf for that tax year if you or your spouse have compensation. This contribution must be made into your Roth IRA, and it cannot exceed the contribution limits applicable to regular Roth IRA contributions.
2. **Compensation for Eligibility.** You are eligible to contribute to your Roth IRA if you have compensation (also referred to as earned income). The amount you may contribute may be limited based on your modified adjusted gross income (MAGI). The instructions to your federal income tax return will provide helpful information in determining your compensation and MAGI amounts.

   Common examples of compensation include wages, salary, tips, bonuses, and other amounts received for providing personal services, and earned income from self-employment. Compensation does not include earnings and profits from property such as dividends, interest, or capital gains, or pension, annuity, or deferred compensation plan amounts.

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3. **Limitations on Contributions.** The amount you can contribute depends on your MAGI for the tax year for which the contribution applies, your marital status, and your tax-filing status. The following chart shows how your MAGI and status affect your contribution limit. The greater your MAGI, the lesser the amount you may contribute.

2025 MAGI LIMITS			
Modified AGI (MAGI)*	**Single**	**Married, Filing Jointly**	**Married, Filing Separately****
Less than $10,000	Full Contribution	Full Contribution	Phaseout
$ 10,000 - $150,000	Full Contribution	Full Contribution	No Contribution
$150,001 - $164,999	Phaseout	Full Contribution	No Contribution
$165,000 - $236,000	No Contribution	Full Contribution	No Contribution
$236,001 - $245,999	No Contribution	Phaseout	No Contribution
$246,000 or over	No Contribution	No Contribution	No Contribution

2024 MAGI LIMITS			
Modified AGI (MAGI)*	**Single**	**Married, Filing Jointly**	**Married, Filing Separately****
Less than $10,000	Full Contribution	Full Contribution	Phaseout
$ 10,000 - $146,000	Full Contribution	Full Contribution	No Contribution
$146,001 - $160,999	Phaseout	Full Contribution	No Contribution
$161,000 - $230,000	No Contribution	Full Contribution	No Contribution
$230,001 - $239,999	No Contribution	Phaseout	No Contribution
$240,000 or over	No Contribution	No Contribution	No Contribution

* Subject to annual cost-of-living adjustments, if any.
**An individual who is married, filing separately, and who lived apart from his/her spouse the entire year, can use the MAGI limit for a single filer to determine his/her contribution limit.

IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, and the instructions to your federal income tax return also contain helpful calculation information.

4. **Catch-Up Contributions.** Catch-up contributions are regular Roth IRA contributions made in addition to any other regular Roth IRA contributions. You are eligible to make catch-up contributions if you meet the eligibility requirements for regular contributions and you attain age 50 by the end of the taxable year for which a catch-up contribution is being made.
5. **Maximum Contribution Limits.** Your regular (including catch-up) Roth IRA contributions are limited to the lesser of 100 percent of your and your spouse's compensation if filing jointly or the dollar amounts set forth on the following chart:

Contribution Tax Year	Regular Contribution Limit	Catch-Up Contribution Limit	Total Contribution Limit
2024	$7,000	$1,000	$8,000
2025	$7,000	$1,000	$8,000
2026 and later years	$7,000*	$1,000*	$8,000*

* The regular and catch-up IRA contribution limits are subject to annual cost-of-living adjustments, if any.

6. **Contribution Deadline.** You may make regular (including catch-up) Roth IRA contributions any time for a taxable year up to and including your federal income tax return due date, excluding extensions, for that taxable year. The due date for most taxpayers is April 15. The deadline may be extended or postponed in some situations. Examples of postponed contributions include a federally declared disaster, a terroristic or military action, or service in a hazardous duty area or combat zone.
7. **Roth IRA and Traditional IRA Contribution Limit.** Your combined regular (including catch-up) traditional IRA and Roth IRA contributions may not exceed the maximum contribution limit set forth in the previous chart.
8. **SEP and SIMPLE IRA Contributions.** Your employer may make simplified employee pension (SEP) plan contributions to this Roth IRA in addition to your own regular Roth IRA contributions. Your employer is responsible for verifying the SEP plan's eligibility requirements and determining the SEP contribution amount. This Roth IRA cannot accept Savings Incentive Match Plan for Employees of Small Employers (SIMPLE) IRA contributions from your employer.

Nonrefundable Tax Credit. You may be eligible to take a tax credit for your regular Roth IRA contributions. The credit is equal to a percentage of your qualified contributions up to $2,000. The credit cannot exceed $1,000 for any tax year. To be eligible for the tax credit, you must be age 18 or older by the end of the applicable tax year, not a dependent of another taxpayer, not a full-time student, and satisfy certain restrictions on distributions.

Moving Assets To and From Roth IRAs. There are a variety of transactions that allow you to move your retirement assets to and from your Roth IRAs. We have sole discretion on whether we will accept, and how we will process, movements of assets to and from Roth IRAs. We or any other financial organizations involved in the transaction may require documentation for such activities.

1. **Roth IRA-to-Roth IRA Transfers**. You may transfer all or a portion of your Roth IRA assets from one Roth IRA to another Roth IRA. A Roth IRA transfer means that the Roth IRA assets move from one Roth IRA to another Roth IRA in a manner that prevents you from cashing the Roth IRA assets, or even depositing the assets anywhere except in the receiving Roth IRA. Transfers are not taxable or reportable, and the IRS does not impose timing or frequency restrictions on transfers. You may be required to complete a transfer authorization form prior to transferring your Roth IRA assets.
2. **Roth IRA-to-Roth IRA Rollovers**. A Roth IRA rollover is another way to move assets tax-free between Roth IRAs. You may roll over all or a portion of your Roth IRA assets by taking a distribution from a Roth IRA and recontributing part or all of it as a rollover contribution into the same or another Roth IRA. A rollover contribution is irrevocable. You must report your Roth IRA rollover to the IRS on your federal income tax return. Your contribution may only be designated as a rollover if the Roth IRA distribution is deposited within 60 calendar days following the date you receive the distributed assets. Any portion not rolled over will be subject to the Roth IRA ordering rules to determine income taxes and penalty taxes. The 60-day period may be extended to 120 days for a first-time homebuyer distribution where there is a delay or cancellation in the purchase or construction of the home. You are limited to one rollover per 1-year (12-month) period. You may only roll over one IRA distribution per 1-year period aggregated between all of your IRAs. For this purpose IRA includes rollovers among traditional (including SEP), SIMPLE, and Roth (including Roth SEP and Roth SIMPLE) IRAs. For example, if you have IRA 1, IRA 2, and IRA 3, and take a distribution from IRA 1 and roll it over into a new IRA 4, you will have to wait 1 year from the date of that distribution to take another distribution from any of your IRAs and subsequently roll it over into an IRA. The 1-year limitation does not apply to rollovers related to first-time homebuyer distributions, distributions converted to a Roth IRA, and rollovers from an employer-sponsored eligible retirement plan.
3. **Rollovers and Transfers from Roth SIMPLE IRAs.** You may not roll retirement plans or transfer assets from a Roth SIMPLE IRA to a Roth IRA or other eligible retirement plan until two years have passed since the date on which you first participated in an employer's SIMPLE IRA plan, which is the initial contribution date. If you participated in SIMPLE IRA plans of different employers, the initial contribution date and two-year tracking period are determined separately for SIMPLE IRA assets from each employer.
4. **Rollovers to Roth SIMPLE IRAs.** You may not roll over assets to a Roth SIMPLE IRA from a Roth IRA or other eligible retirement plan until two years have passed since you first participated in an employer's SIMPLE IRA plan, which is the initial contribution date.

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If you participated in SIMPLE IRA plans of different employers, the initial contribution date and two-year period are determined separately for SIMPLE IRA assets from each employer.

5. **Extension of the 60-Day Period**. The Secretary of the Treasury may extend the 60-day period for completing rollovers in certain situations such as casualty, disaster, or other events beyond the reasonable control of the individual who is subject to the 60-day period. The IRS also provides for a self-certification procedure for making a late rollover (subject to verification by the IRS) that you may use to claim eligibility for an extension with respect to a rollover into an IRA. It provides that we may rely on the certification provided by you in accepting and reporting receipt of a rollover contribution after the 60-day period (i.e., a late rollover) if we don't have actual knowledge that is contrary to the self-certification.
6. **Transfers Due to Divorce**. Your former spouse, pursuant to a divorce decree or legal separation order, may transfer assets from your Roth IRA to his/her Roth IRA.
7. **Repayment of a Qualified Reservist Distribution**. If you are a qualified reservist ordered or called to active duty after September 11, 2001 for more than 179 days (or for an indefinite period), and take an IRA distribution or take certain elective deferrals from an eligible retirement plan after September 11, 2001, and before the end of your active duty, you may make one or more contributions of these assets to your Roth IRA within two years of the end of your active duty.
8. **Repayment of a Qualified Birth or Adoption Distribution.** You may take a distribution of up to $5,000 for a qualified birth or adoption within one year of the birth or from when the adoption is finalized. Such a distribution may be repaid to the IRA any time during the 3-year period beginning on the day after the date on which the distribution was received or by December 31, 2025, if the distribution was made on or before December 29, 2022.
9. **Repayment of a Distribution for Terminal Illness.** You may take a distribution if you have been certified by a physician as having a terminal illness. Such a distribution may be repaid any time during the 3-year period beginning on the day after the date on which the distribution was received.
10. **Repayment of Withdrawals for Certain Emergency Expenses.** You may take a distribution of up to $1,000 if you incur "unforeseeable or immediate financial needs relating to personal or family emergency expenses." Such distribution may be repaid any time during the 3-year period beginning on the day after the date on which the distribution was received.
11. **Repayment of Withdrawals for Domestic Abuse.** You may take distributions up to a total of $10,300 if you are the victim of domestic abuse. Such distributions may be repaid any time during the 3-year period beginning on the day after the date on which a distribution was received.

Movement of Assets Between Traditional and Roth IRAs.

1. **Traditional IRA to Roth IRA Conversions.** You may convert all or a portion of your traditional IRA assets to a Roth IRA, including a Roth SEP IRA. Your conversion assets (excluding prorated nondeductible contributions) are subject to federal income tax. Your conversion must be reported to the IRS. You cannot convert any aggregated RMDs not taken for the year. The 10 percent early-distribution additional tax does not apply to conversions. If you elect to convert your assets using a rollover transaction, the 60-day rule applies. The one per 1-year limitation does not apply to conversions.
2. **Traditional IRA and Roth IRA Recharacterizations.** You may recharacterize, or choose to treat all or a portion of your regular (including catch-up) traditional IRA contribution as a regular Roth IRA contribution. Similarly, you may recharacterize all or a portion of your regular (including catch-up) Roth IRA contribution as a regular traditional IRA contribution. A recharacterization election is irrevocable. You must complete a recharacterization no later than your federal income tax-filing due date, including extensions, for the year you make the initial contribution. If you timely file your federal income tax return, you may still recharacterize your contribution as late as October 15 for calendar year filers. Recharacterizations must occur by transfer, which means that the assets, adjusted for gains and losses on the recharacterized amount, must be transferred into another IRA. The recharacterized contribution is treated as though you deposited it into the second IRA on the same day you actually deposited it in the first IRA.

   Recharacterization transactions are reported to the IRS. The election to recharacterize may be completed on your behalf after your death. A written notice of recharacterization is required for recharacterization transactions.

Movement of Other Assets to Roth IRAs.

1. **Conversions from SIMPLE IRAs.** You cannot convert assets from a SIMPLE IRA to a Roth IRA, including Roth SEP and Roth SIMPLE IRAs, until two years have passed since the date on which you first participated in an employer's SIMPLE IRA plan, which is the initial contribution date. If you participated in SIMPLE IRA plans of different employers, the initial contribution date and two-year period are determined separately for SIMPLE IRA assets from each employer. Your conversion must be reported to the IRS. The 10 percent early-distribution additional tax does not apply to conversions. If you elect to convert your assets using a rollover transaction, the 60-day rule applies. The one per 1-year limitation does not apply to conversions.
2. **Rollovers or Direct Rollovers from Eligible Retirement Plans.** You may directly or indirectly roll over assets from an eligible retirement plan sponsored by your employer into your Roth IRA, including a Roth SEP IRA (also referred to as qualified rollovers). You are responsible for the consequences of rolling over assets, including designated Roth account assets, to a Roth IRA. Your plan administrator or employer is responsible for determining the amount of your assets in its eligible retirement plan that is eligible for rollover to a Roth IRA. Assets in a Roth IRA are not eligible to be rolled over to an eligible retirement plan.
   a. **Eligible Retirement Plan (ERP).** Eligible retirement plans include qualified trusts under IRC Section 401(a), annuity plans under IRC Section 403(a), annuity contracts under IRC Section 403(b), and certain governmental IRC Section 457(b) plans. Common names for these plans include 401(k), profit sharing, pension, money purchase, federal thrift savings, and tax-sheltered annuity plans.
   b. **Designated Roth Account.** This is an account within an ERP under either IRC Sections 401(a), 403(b), or 457(b) that holds Roth contributions and earnings. Designated Roth contributions are generally made by elective deferral, match, or nonelective contributions with after-tax dollars, or internal plan rollovers.
   c. **Eligible Distributions.** Not all distributions from an ERP are eligible for rollover to a Roth IRA. The most common amounts which are not eligible for rollover include RMDs, defaulted loans, substantially equal periodic payments defined in IRC Section 402(c)(4)(A), and hardship distributions. Your employer determines which assets may not be rolled over and must provide you with an IRC Section 402(f) notice of taxation which explains the tax issues and rollover eligibility concerning the distribution.
   d. **Direct Rollover**. A direct rollover moves eligible distribution assets from your eligible retirement plan to your Roth IRA in a manner that prevents you from cashing or liquidating the plan assets, or even depositing the assets anywhere except in the receiving IRA. A direct rollover is reported to the IRS. There are no IRS limitations, such as the 60-day period or one per 1-year limitation, on direct rollovers.
   e. **Indirect Rollover and Withholding**. An indirect rollover begins with a plan distribution made payable to you. In general, your employer is required to withhold 20 percent on the taxable portion of your eligible distribution as a prepayment of federal income taxes on distributions. You may make up the 20 percent withholding from your own funds at the time you deposit the distribution into a Roth IRA. If you are younger than age 59 1/2,

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you are subject to a 10 percent early-distribution additional tax on the taxable amount of the distribution that is not rolled over, unless an additional tax exception applies. Your eligible distribution may be contributed to a Roth IRA during the 60 days following your receipt of a plan distribution. There may be exceptions to completing the rollover within 60 days. For example, exceptions for making a late rollover are available for rolling over the return of an improper tax levy as well as for rolling over qualified plan loan offset amounts. Generally, these exceptions permit amounts to be rolled over until the tax-filing due date of the year in which such amounts are, for example, returned or treated as distributed. Your decision to contribute the assets to a Roth IRA as a rollover contribution is irrevocable. The one per 1-year limitation does not apply to rollovers from eligible retirement plans. State withholding may apply to eligible distributions.

f. **Taxes and Treatment of Qualified Rollover Contributions.** The rollover and direct rollover contribution amounts from an eligible retirement plan are referred to as "qualified rollover contributions." The taxable portion that is rolled or directly rolled over to a Roth IRA is subject to federal income tax. The 10 percent early-distribution additional tax does not apply to these taxable amounts. However, if the taxable portion of the qualified rollover contribution is distributed from the Roth IRA within five years and an exception does not apply, the 10 percent additional tax would apply in this later year. With respect to subsequent distributions from this Roth IRA that are nonqualified distributions, the qualified rollover contribution amount is considered as part of the nontaxable conversion category for purposes of the ordering rules.

g. **Rollover or Direct Rollover of Designated Roth Account Assets.** Rollovers of designated Roth account assets to a Roth IRA are not taxable. The plan administrator will inform you if the distribution amount from the designated Roth account is qualified or nonqualified. Qualified distributions rolled over from designated Roth accounts are considered regular contributions for the Roth IRA "nonqualified distribution" ordering rules. The earnings portion of nonqualified distributions rolled over from designated Roth accounts is considered earnings for the Roth IRA ordering rules while the remainder is considered a regular contribution.

3. **Rollover of Military Death Gratuity.** If a person serving in the military dies from injuries received in such service and you are the beneficiary of either a military death gratuity or an amount under a Servicemembers Group Life Insurance (SGLI) program for such person, you may roll over part or all of these amounts to a Roth IRA. If the death occurred on or after June 17, 2008, the rollover contribution must be completed within one year of when each amount was received. These contributions are qualified rollover contributions.
4. **Direct Rollover from a Qualified Tuition Program.** Certain assets in a 529 qualified tuition program account maintained for at least 15 years for a designated beneficiary may be directly rolled over on a tax-free basis to a Roth IRA maintained for the benefit of the designated beneficiary. The rollover is subject to the limits on annual regular Roth IRA contributions but not the MAGI limitations, and the requirement that the Roth IRA owner has includible compensation at least equal to the amount of the rollover. Permitted rollovers are limited to the aggregate amount of contributions to the account and any earnings and excluding such amounts during the 5-year period ending on the date of the rollover. There is a lifetime limit of $35,000 for these rollovers.

Roth IRA Distributions. You, or after your death your beneficiary, may take a Roth IRA distribution at any time. Income and penalty taxes may be avoided by taking qualified distributions.

1. **Five-Year Holding Period.** The five-year holding period begins with the earlier of the first year for which you made any regular Roth IRA contribution, the first year in which you made a conversion from a traditional IRA to any Roth IRA, the first year of a rollover or direct rollover of designated Roth account assets to any Roth IRA, the first year of a rollover or direct rollover of ERP assets to any Roth IRA, the first year of a qualified distribution repayment to any Roth IRA, or the first year of any other contribution treated as a qualified rollover contribution.
2. **Qualified Distributions.** A qualified distribution is a distribution which is made after the expiration of the five-year holding period and as the result of certain events. The events which will create a qualified distribution after the expiration of the five-year holding period are as follows:
   a. Distributions made on or after the date on which you attain age 59 1/2;
   b. Distributions made to your beneficiary after your death;
   c. Distributions attributable to you being disabled; and
   d. Qualified first-time homebuyer distributions.
3. **Nonqualified Distributions and the Ordering Rules.** If your distribution is not a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income for federal income tax purposes. Additionally, for each conversion or qualified rollover completed while you are younger than age 59 1/2, a separate five-year holding period will be applied solely for determining if you owe a 10 percent early-distribution additional tax. The ordering rules for Roth IRAs determine what portion of your distribution will be subject to income and additional taxes. The ordering rules, which take into account all of your Roth IRAs, state that you are deemed to take your Roth IRA asset types in the following order: (1) all regular or annual contributions and amounts treated as such, (2) conversion and qualified rollover contributions and amounts treated as such on a first in first out basis, and (3) your earnings. All of your assets within a certain type must be removed before you may move on to the next asset type. For each conversion or qualified rollover contribution removed, the originally taxable portion is removed first and the nontaxable portion is removed last.
4. **Removal of Excess Contributions.** You may withdraw all or a portion of your excess contribution and attributable earnings by your federal income tax return due date, including extensions, for the taxable year for which you made the contribution. The excess contribution amount distributed will not be taxable, but the attributable earnings on the contribution will be taxable in the year in which you made the contribution. In certain situations, you may treat your excess as a regular (including catch-up) contribution for the next year. If you timely file your federal income tax return, you may still remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers.
5. **Distributions of Unwanted Roth IRA Contributions by Tax-Filing Date.** You may withdraw all or a portion of your regular (including catch-up) Roth IRA contribution and attributable earnings in the same manner as an excess contribution. However, you cannot apply your unwanted contribution as a regular Roth IRA contribution for a future year. The unwanted contribution amount distributed will not be taxable, but the attributable earnings on the contribution will be taxable in the year in which you made the contribution. If you timely file your federal income tax return, you may still remove your unwanted contribution, plus attributable earnings, as late as October 15 for calendar year filers.
6. **Qualified Health Savings Account (HSA) Funding Distribution.** If you are an HSA eligible individual, you may elect to take a qualified HSA funding distribution from your Roth IRA to the extent such distribution is contributed to your HSA in a trustee-to-trustee transfer. This amount is aggregated with all other annual HSA contributions and is subject to your annual HSA contribution limit. A qualified HSA funding distribution election is irrevocable and is generally available once in your lifetime. A testing period applies. The testing period for this provision begins with the month of the contribution to your HSA and ends on the last day of the 12th month following such month. If you are not an eligible individual for the entire testing period, unless you die or become disabled, the amount of the distribution made under this provision may be includable in gross income for the tax

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year of the month you are not an eligible individual, and may be subject to a 10 percent penalty tax.

7. **Qualified Charitable Distributions (QCD).** If you have attained age 70 1/2, you may be able to make tax-free distributions directly from your Roth IRA to a qualified charitable organization. However, you must track the amount of all deductible contributions made for tax years while age 70 1/2 or older and then reduce the QCD claimed by those prior deductible contributions. Tax-free distributions are limited to $108,000 annually. This amount is subject to an annual cost-of-living adjustment (COLA), if any. Qualified charitable distributions are not permitted from an on-going SEP or SIMPLE IRA (meaning your employer continues to make contributions).

   In addition, you may be able to elect to make a once in a lifetime QCD of up to $54,000 to a split-interest entity. This amount is also subject to an annual COLA, if any. A "split-interest entity" includes certain charitable remainder annuity trusts, charitable remainder unitrusts, and charitable gift annuities. Some limitations apply. For example, no person can hold an income interest in the split-interest entity other than the individual for whose benefit such account is maintained, the spouse of such individual, or both. In addition, the QCD from your Roth IRA must be made directly to the split-interest entity by the custodian.

   Consult with your tax or legal professional regarding tax-free charitable distributions.

8. **Withdrawals for Certain Emergency Expenses.** You are allowed one additional tax-free early-withdrawal during a 3-year period from any of your IRAs or employer plans of up to $1,000 for "unforeseeable or immediate financial needs relating to personal or family emergency expenses." You must provide a written certification to your custodian; this can be a self-certification. That withdrawal may be repaid within three years beginning on the day after the date on which the distribution was received. Only one emergency expense withdrawal per 3-year period is permitted unless such amount is fully repaid or you later made contributions to an IRA or to an employer plan equal to or exceeding the amount that remains unpaid.

9. **Withdrawals for Individuals in Case of Domestic Abuse.** If you are a domestic abuse victim you are allowed additional tax-free early-withdrawals from any of your IRAs. The total amount of these withdrawals cannot exceed $10,300. This amount is also subject to an annual COLA, if any. You must provide a written certification to your custodian; this can be a self-certification. Each withdrawal must be made during the 1-year period during which you are a victim of domestic violence of a spouse or domestic partner. The withdrawal may be repaid any time during the 3-year period beginning on the day after the distribution was made.

10. **Withdrawals for Individuals with a Terminal Illness.** If you are certified by a physician as having a terminal illness you are allowed to take additional tax-free early-withdrawals from any of your IRAs on or after the date of the certification. You must provide the certification to your custodian; you cannot self-certify. Such a withdrawal may be repaid to the IRA any time during the 3-year period beginning on the day after the distribution was made.

RMDs For You. You are not required to take RMDs from your Roth IRA while you are alive. Also you cannot satisfy any RMDs for your traditional IRAs or SIMPLE IRAs by taking a distribution from any of your Roth IRAs.

RMDs For Your Beneficiaries. In July 2024, the IRS issued final rules regarding RMDs for beneficiaries beginning on or after January 1, 2025. These rules generally follow the proposed regulations issued in 2022. However, the regulations are not simple; they are intricate and complex. Therefore, it is important that you discuss your beneficiary designations and that your beneficiary consults with tax and/or legal professionals regarding the beneficiary RMD regulations that will apply.

You can designate specific individuals or other entitiesfincluding, but not limited to, an estate, a trust, or a charitable organizationfas your Roth IRA death beneficiaries. The named beneficiaries that survive inherit any assets remaining in the Roth IRA after your death. Different types of beneficiaries may have different options available. Among the options are the following terms:

a. **Ten-year rule.** If a beneficiary is subject to the ten-year rule, they must empty the account by the end of the 10th year following your death year. Some of these beneficiaries can distribute some each year, wait until the end of 10 years to distribute it all, or distribute the entire IRA soon after the inheritance.

b. **Five-year rule.** If a beneficiary is subject to the five-year rule, they must empty the account by the end of the 5th year following your death year. Some of these beneficiaries can distribute some each year, wait until the end of 5 years to distribute it all, or distribute the entire IRA soon after the inheritance.

c. **Life expectancy method.** For beneficiaries subject to this single life expectancy method, the beneficiary must take an RMD amount based on the prior year-end account balance being divided by an annually determined life expectancy period.

1. **Types of Beneficiaries.** The different types of beneficiaries are designated beneficiaries, eligible designated beneficiaries and those that are not designated beneficiaries. Generally, designated and eligible designated beneficiaries can name successor beneficiaries. Different types of beneficiaries will have different rules—and in some cases options or elections—and distribution periods available.

2. **Designated Beneficiary.** A designated beneficiary is any individual you name as a beneficiary who has an interest in your Roth IRA on the determination date, which is September 30 of the year following the year of your death. Certain qualifying trusts, also known as "see-through trusts", can also be a designated beneficiary. For a qualifying trust to be a designated beneficiary, the qualifying trust beneficiaries must be designated beneficiaries.

   If your beneficiary is a designated beneficiary who is not an eligible designated beneficiary, such beneficiary will have to follow the ten-year rule and is required to remove all assets from the Roth IRA by December 31 of the tenth year following the year of your death.

3. **Eligible Designated Beneficiary.** An eligible designated beneficiary is a designated beneficiary who is: 1) your surviving spouse; 2) your minor child (through the age of majority, unless they are also disabled or chronically ill (as defined by law)); 3) disabled (as defined by law); 4) a chronically ill individual (as defined by law); or 5) an individual who is not more than 10 years younger than you. Certain qualifying ("see-through") trusts can also be an eligible designated beneficiary. For a qualifying trust to be an eligible designated beneficiary, generally the qualifying trust beneficiaries must be eligible designated beneficiaries. Eligible designated beneficiaries may have the option of distributing the assets over a life expectancy period or within ten years (the ten-year rule). If an eligible designated beneficiary does not make an election, the life expectancy method will be the default method.

   a. **Spouse Beneficiary.** Your spouse beneficiary may have the option of distributing the Roth IRA assets over a single life expectancy period or within ten years (the ten-year rule). Your spouse beneficiary may alternatively choose to treat the entire interest (all of the account) of the Roth IRA as his/her own Roth IRA.

      Under single life expectancy, if your spouse is your only designated beneficiary on the determination date, or if there are multiple designated beneficiaries and separate accounting applies, he/she will use his/her age each year to determine the life expectancy divisor for calculating that year's RMD. If your spouse is the only designated beneficiary, or if there are multiple designated beneficiaries and separate accounting applies, your surviving spouse can postpone commencement of his/her RMDs until the end of the year in which you would have attained age 73, or age 75 if you were born in 1960 or later.

      If your spouse beneficiary chooses the ten-year rule, he/she is required to remove all assets from the Roth IRA by December 31 of the tenth year following the year of your death.

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Your spouse beneficiary can treat your Roth IRA as his/her own Roth IRA if your spouse is the only designated beneficiary, or if there are multiple designated beneficiaries and separate accounting applies. He/she has this option even if he/she had chosen one of the other options above.

Your spouse beneficiary can take a distribution of part or all of his/her share of your Roth IRA and roll it over to a Roth IRA of his/her own, or another beneficiary Roth IRA, less any RMD.

b. **Eligible Designated Beneficiary Who is Your Minor Child.** A minor child also includes step-children, adopted children, and eligible foster children. An individual reaches the age of majority on their 21st birthday. Your minor child can choose either the ten-year rule or the single life expectancy option. If your minor child initially chose life expectancy payments, then they must continue taking annual RMDs during the ten years subsequent to reaching their age of majority.

c. **Eligible Designated Beneficiary (Other than a Surviving Spouse or Minor Child).** If your beneficiary is an eligible designated beneficiary who is someone other than your surviving spouse or your minor child, such beneficiary has the option of taking distribution of the Roth IRA assets over a single life expectancy period or within ten years.

If such a beneficiary chooses the single life expectancy option to calculate their RMD, the beneficiary uses his/her age at the end of the year following the year of death to determine the initial single life expectancy divisor and reduces this number by one for each following year's RMD calculation. For a qualifying trust, generally the age of the oldest trust beneficiary is used.

If such a beneficiary chooses the ten-year rule, he/she is required to remove all assets from the Roth IRA by December 31 of the tenth year following the year of your death.

4. **Not a Designated Beneficiary.** A beneficiary that is not a designated beneficiary includes a nonindividual that is an estate, charitable organization, or nonqualified trust (i.e., not a "see-through" trust). If your beneficiary is not a designated beneficiary, such a beneficiary is required to remove all assets from the Roth IRA by December 31 of the fifth year following the year of your death (the five-year rule).
5. **Beneficiary Determination.** Named beneficiaries who completely distribute their interests in your Roth IRA, or completely disclaim their interests in your Roth IRA under IRC Section 2518, will not be considered when designated beneficiaries are determined. Named beneficiaries who die after your death but before the determination date (September 30 of the year following the year of your death) will still be considered for the sake of determining the distribution period. If any named beneficiary that is not an individual, such as an estate or charity, has an interest in your Roth IRA on the determination date, and separate accounting does not apply, your Roth IRA will be treated as having no designated beneficiary (i.e., not a designated beneficiary).
6. **Qualifying Trusts.** If you name a qualifying ("see-through") trust, which is defined in Treasury Regulations, as your Roth IRA beneficiary, the beneficiaries of the qualifying trust are generally treated as individual beneficiaries of your Roth IRA for purposes of determining the appropriate distribution period or the remainder of the original beneficiary's ten-year period. The rules for successor beneficiaries are very complicated and distribution requirements can vary greatly depending on the immediate facts and circumstances.
7. **Successor Beneficiaries.** Our policy may allow your beneficiaries to name their own successor beneficiaries to your Roth IRA. A successor beneficiary would receive any of your Roth IRA assets that remain after your death and the subsequent death of your beneficiaries. Generally, the beneficiary will have to distribute all the remaining Roth IRA assets within a ten-year period.
8. **Separate Accounting (Multiple Beneficiaries).** Our policies may permit separate accounting to be applied to your Roth IRA for the benefit of your beneficiaries. If permitted, separate accounting must be applied in accordance with Treasury Regulations. If there are multiple beneficiaries, a beneficiary is considered the only beneficiary of their share of the Roth IRA assets if separate accounting applies. If separate accounting applies, the rules above apply based on the type of beneficiary (i.e., designated beneficiary, eligible designated beneficiary, not a designated beneficiary).

Federal Income Tax Status of Your Roth IRA.

1. **No Deduction for Contributions.** Roth IRA contributions are not deductible on your federal income tax return at any time.
2. **Tax-free Earnings.** The earnings, including gains and losses, on your Roth IRA contributions accumulate tax-deferred. At the time of your distribution, the earnings will be free from federal income tax if your distribution is a qualified distribution.
3. **Taxation of Distributions.** The taxation of your Roth IRA distribution, which is not rolled over, is dependent upon whether your distribution is a qualified distribution or nonqualified distribution and is subject to the ordering rules. Roth IRA distributions are generally not subject to federal income tax withholding. QCDs are not subject to federal tax withholding. You may be subject to state or local taxes on your Roth IRA distributions.
4. **No Special Tax Treatment.** Roth IRA distributions are not eligible for special tax treatments, such as ten year averaging, that may apply to other employer-sponsored retirement plan distributions.

Estate and Gift Tax. The designation of a beneficiary to receive Roth IRA distributions upon your death will not be considered a transfer of property for federal gift tax purposes. Upon your death, the value of all assets remaining in your Roth IRA will usually be included in your gross estate for estate tax purposes, regardless of the named beneficiary or manner of distribution. There is no specific estate tax exclusion for assets held within a Roth IRA. After your death, beneficiaries should pay careful attention to the rules for the disclaiming any portion of your Roth IRA under IRC Section 2518.

Annual Statements. Each year we will furnish you and the IRS with statements reflecting the activity in your Roth IRA. You and the IRS will receive IRS Forms 5498, *IRA Contribution Information,* and 1099-R, *Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc*. IRS Form 5498 or an appropriate substitute indicates the fair market value of the account, including Roth IRA contributions, for the year. IRS Form 1099-R reflects your Roth IRA distributions for the year.

Federal Tax Penalties and IRS Form 5329. Several tax penalties may apply to your various Roth IRA transactions, and are in addition to any federal, state, or local taxes. Federal penalties and excise taxes are generally reported and remitted to the IRS by completing IRS Form 5329, *Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts,* and attaching the form to your federal income tax return. The penalties may include any of the following taxes:

1. **Early-Distribution Additional Tax.** If you take a distribution from your Roth IRA before reaching age 59 1/2, you are subject to a 10 percent early-distribution additional tax on the taxable portion of the distribution and certain converted or qualified rollover contribution assets distributed during the five-year holding period. However, certain exceptions apply. Exceptions to the 10 percent additional tax include: the qualified distributions reasons previously listed, distributions due to eligible higher education expenses, qualified disaster recovery distributions, medical expenses exceeding a certain percentage of adjusted gross income, health insurance premiums due to your extended unemployment, a series of substantially equal periodic payments, IRS levy, qualified reservist distributions, and any other distribution permitted by law, qualified birth or adoption distributions, distributions you take for your certified terminal illness, certain emergency expenses, domestic abuse, earnings attributable to an excess or unwanted regular contribution, qualified HSA funding distributions. Additional exceptions include distributions taken during the five year holding period as a result of your attaining age 59 1/2, death, disability, or a first-time home purchase. Properly completed rollovers, transfers, and recharacterizations are not subject to the 10 percent additional tax.

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2. **Excess Contribution Penalty Tax.** If you contribute more to your Roth IRA than you are eligible to contribute, you have created an excess contribution, which is subject to a 6 percent excise tax. The excise tax applies each year that the excess contribution remains in your Roth IRA. If you timely file your federal income tax return, you may still remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers.
3. **Excess Accumulation Penalty Tax.** Any portion of an RMD that is not distributed to your beneficiary by its deadline is subject to an excess accumulation penalty tax of up to 25 percent. The IRS may waive this penalty upon proof of reasonable error and that reasonable steps were taken to correct the error, including remedying the shortfall. A beneficiary should review IRS Form 5329 instructions when requesting a waiver. In addition, the excess accumulation penalty tax may be reduced to 10 percent if the failure to take the RMD is corrected within the correction window.

Disaster Tax Relief and Repayment of a Qualified Disaster Recovery Distribution. If your principal place of abode is in a qualified disaster area, a location to which a major disaster has been declared by the President, and you sustained an economic loss due to the qualified disaster, you may take a qualified disaster recovery distribution without an early-distribution additional tax. These qualified disaster recovery distributions are subject to any time periods as defined by law and, if multiple distributions are made for the same event, are aggregated with distributions from other IRAs and eligible retirement plans up to $22,000. A qualified disaster recovery distribution is included ratably in gross income over a three tax year period or, if you elect, all in the year of distribution. In addition, you are allowed three years after the date of receipt to repay all or part of the qualified disaster recovery distribution without being subject to the one rollover per 1-year limitation or the 60-day requirement. Also, amounts received 180 days prior to the qualified disaster for a first-time principal home purchase or construction, but not so used, may be recontributed within prescribed time limits. For additional disaster area information and IRS guidance on associated tax relief, refer to IRS forms, notices and publications, or visit the IRS's website at www.irs.gov/DisasterTaxRelief.

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FINANCIAL DISCLOSURE

The purpose of this Financial Disclosure is to provide you with an IRS required growth projection of the value of your Roth IRA available for withdrawal at the end of each of the first five years of its existence and at the end of the years in which you attain the ages of 60, 65, and 70. Certain assumptions are applied that may vary from your actual investment provisions.

Three projection methods are provided for the situations where the nature of your initial investment allows for a reasonable projection.

The growth projection must be made assuming either a $1,000 contribution made on January 1 of each year or a $1,000 one-time contribution made on January 1 of the first year. The annual contribution represents an initial contribution that is a regular Roth, Roth SEP, or recharacterized traditional IRA contribution. One-time contributions include a rollover, transfer, or conversion contribution. These projected amounts are not guaranteed.

ROTH IRA FEES AND EARLY WITHDRAWAL PENALTIES

This Section Applies To The Projection Method Selected.

The fees and penalties listed below may affect the projected value of your Roth IRA. The disclosed fees and penalties will be included in that projection method applicable to your Financial Disclosure. With the exception of distribution transaction or termination fees, Projection Method One cannot be used if any other Roth IRA Fee or certain Other boxes are checked below, including the Other box under Early Withdrawal Penalty.

Fees:

☐ None

☐ Roth IRA Establishment Fee $ _____

☒ Annual Service/Administration Fee of $ 25 _____

or _____ % of assets will be charged at ☒ end ☐ beginning of each year for purposes of this projection.

☒ Transfer/Direct Rollover Fee $ 25 _____

☐ Roth Distribution Fee $ _____

☒ Other: Conversion/Recharacterization $ 25 or % of Assets

☒ Other: Removal of Excess, Distribution $ 25 or % of Assets

Early Withdrawal Penalty *(Check one):*

☐None: ☐ 3-Month ☐ 6-Month ☐ 12-Month

☐ Other: _____

PROJECTION METHODS *(Check one):*

☐ **Projection Method One—Use Preprinted Tables.**
At the end of this Roth IRA agreement, preprinted financial disclosure tables provide you with the Roth IRA's projected values. The assumptions used to calculate each table's projected Roth IRA values are:

- **Earnings rate** - One-tenth (.1) percent compounded annually on a 365-day year.
- **Projected values** - Calculated using numbers rounded down to the nearest whole dollar ($1.00).
- **Early withdrawal penalties** - The 3-, 6-, and 12-month penalties are calculated on a 30-day month and a 360-day year.
- **Calculated early withdrawal penalty** - The 3-, 6-, and 12-month penalties are not rounded prior to subtraction from the No Penalty column's projected value.

If a fee is disclosed for a distribution (e.g., transfer) transaction or a Roth IRA termination, we will complete the *After Fees Values* section below the tables taking the fee(s) into account for each applicable projected value.

How to use the tables. These financial disclosure tables do not accommodate certain fees that may be charged to this Roth IRA such as annual administration or establishment fees. Your projection will come from the *Annual Contributions Table* if your initial Roth IRA contribution is a regular Roth or recharacterized traditional IRA contribution. The *Other Contributions Table* will be used if your initial contribution is a rollover, transfer, or conversion contribution. The top section of each table provides the projected values at the end of the first five years of the Roth IRA. Find your age as of January 1 of this year of establishment on the appropriate table. If your birthday is January 1 of this year, find your age as of December 31 of the previous year. The amounts to the right of your age are the projected values of your Roth IRA at the end of the year you attain age 60, 65, and 70. See ROTH IRA FEES AND EARLY WITHDRAWAL PENALTIES to determine the applicable early withdrawal penalty column to use for your projection.

☐ **Projection Method Two—Custom Projection.**
Your Roth IRA's values projected below are based on the following assumptions:

(Check one):

☐ Annual Contributions.

☐ Rollover/Transfer (one-time) Contribution.

Your age on January 1 of this initial contribution year: _____

Earnings Rate: _____ %

Compounding Method: _____

_____ .

Early Withdrawal Penalty Calculation Method: _____

_____ .

End of Year	Projected Value	Age	Projected Value
1	$ _____	60	$ _____
2	$ _____	65	$ _____
3	$ _____	70	$ _____
4	$ _____		
5	$ _____		

☐ **Projection Method Three—See Separate Financial Disclosure and Assumptions Provided by Your Roth IRA's Custodian.**

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FINANCIAL DISCLOSURE - PROJECTION METHOD ONE

ANNUAL CONTRIBUTIONS TABLE

End of Year	No Penalty	3-Month Penalty	6-Month Penalty	12-Month Penalty
1	1,001	1,000	1,000	1,000
2	2,003	2,002	2,002	2,001
3	3,006	3,005	3,004	3,003
4	4,010	4,009	4,008	4,006
5	5,015	5,013	5,012	5,010

	No Penalty			3-Month Penalty			6-Month Penalty			12-Month Penalty		
Age	60	65	70	60	65	70	60	65	70	60	65	70
1	60,804	66,124	71,470	60,789	66,107	71,452	60,774	66,091	71,434	60,743	66,058	71,399
2	59,743	65,058	70,399	59,729	65,042	70,381	59,714	65,025	70,364	59,684	64,993	70,328
3	58,684	63,993	69,328	58,669	63,977	69,311	58,654	63,961	69,294	58,625	63,929	69,259
4	57,625	62,929	68,259	57,611	62,913	68,242	57,596	62,897	68,225	57,568	62,866	68,191
5	56,568	61,866	67,191	56,553	61,851	67,174	56,539	61,835	67,157	56,511	61,804	67,124
6	55,511	60,804	66,124	55,497	60,789	66,107	55,483	60,774	66,091	55,456	60,743	66,058
7	54,456	59,743	65,058	54,442	59,729	65,042	54,428	59,714	65,025	54,401	59,684	64,993
8	53,401	58,684	63,993	53,388	58,669	63,977	53,375	58,654	63,961	53,348	58,625	63,929
9	52,348	57,625	62,929	52,335	57,611	62,913	52,322	57,596	62,897	52,296	57,568	62,866
10	51,296	56,568	61,866	51,283	56,553	61,851	51,270	56,539	61,835	51,244	56,511	61,804
11	50,244	55,511	60,804	50,232	55,497	60,789	50,219	55,483	60,774	50,194	55,456	60,743
12	49,194	54,456	59,743	49,182	54,442	59,729	49,170	54,428	59,714	49,145	54,401	59,684
13	48,145	53,401	58,684	48,133	53,388	58,669	48,121	53,375	58,654	48,097	53,348	58,625
14	47,097	52,348	57,625	47,085	52,335	57,611	47,073	52,322	57,596	47,050	52,296	57,568
15	46,050	51,296	56,568	46,038	51,283	56,553	46,027	51,270	56,539	46,004	51,244	56,511
16	45,004	50,244	55,511	44,993	50,232	55,497	44,981	50,219	55,483	44,959	50,194	55,456
17	43,959	49,194	54,456	43,948	49,182	54,442	43,937	49,170	54,428	43,915	49,145	54,401
18	42,915	48,145	53,401	42,904	48,133	53,388	42,894	48,121	53,375	42,872	48,097	53,348
19	41,872	47,097	52,348	41,862	47,085	52,335	41,851	47,073	52,322	41,830	47,050	52,296
20	40,830	46,050	51,296	40,820	46,038	51,283	40,810	46,027	51,270	40,789	46,004	51,244
21	39,789	45,004	50,244	39,780	44,993	50,232	39,770	44,981	50,219	39,750	44,959	50,194
22	38,750	43,959	49,194	38,740	43,948	49,182	38,730	43,937	49,170	38,711	43,915	49,145
23	37,711	42,915	48,145	37,702	42,904	48,133	37,692	42,894	48,121	37,673	42,872	48,097
24	36,673	41,872	47,097	36,664	41,862	47,085	36,655	41,851	47,073	36,637	41,830	47,050
25	35,637	40,830	46,050	35,628	40,820	46,038	35,619	40,810	46,027	35,601	40,789	46,004
26	34,601	39,789	45,004	34,592	39,780	44,993	34,584	39,770	44,981	34,567	39,750	44,959
27	33,567	38,750	43,959	33,558	38,740	43,948	33,550	38,730	43,937	33,533	38,711	43,915
28	32,533	37,711	42,915	32,525	37,702	42,904	32,517	37,692	42,894	32,501	37,673	42,872
29	31,501	36,673	41,872	31,493	36,664	41,862	31,485	36,655	41,851	31,469	36,637	41,830
30	30,469	35,637	40,830	30,461	35,628	40,820	30,454	35,619	40,810	30,439	35,601	40,789
31	29,439	34,601	39,789	29,431	34,592	39,780	29,424	34,584	39,770	29,409	34,567	39,750
32	28,409	33,567	38,750	28,402	33,558	38,740	28,395	33,550	38,730	28,381	33,533	38,711
33	27,381	32,533	37,711	27,374	32,525	37,702	27,367	32,517	37,692	27,353	32,501	37,673
34	26,353	31,501	36,673	26,347	31,493	36,664	26,340	31,485	36,655	26,327	31,469	36,637
35	25,327	30,469	35,637	25,321	30,461	35,628	25,314	30,454	35,619	25,302	30,439	35,601
36	24,302	29,439	34,601	24,296	29,431	34,592	24,290	29,424	34,584	24,278	29,409	34,567
37	23,278	28,409	33,567	23,272	28,402	33,558	23,266	28,395	33,550	23,254	28,381	33,533
38	22,254	27,381	32,533	22,249	27,374	32,525	22,243	27,367	32,517	22,232	27,353	32,501
39	21,232	26,353	31,501	21,227	26,347	31,493	21,221	26,340	31,485	21,211	26,327	31,469
40	20,211	25,327	30,469	20,206	25,321	30,461	20,201	25,314	30,454	20,191	25,302	30,439
41	19,191	24,302	29,439	19,186	24,296	29,431	19,181	24,290	29,424	19,172	24,278	29,409
42	18,172	23,278	28,409	18,167	23,272	28,402	18,162	23,266	28,395	18,153	23,254	28,381
43	17,153	22,254	27,381	17,149	22,249	27,374	17,145	22,243	27,367	17,136	22,232	27,353
44	16,136	21,232	26,353	16,132	21,227	26,347	16,128	21,221	26,340	16,120	21,211	26,327
45	15,120	20,211	25,327	15,116	20,206	25,321	15,113	20,201	25,314	15,105	20,191	25,302
46	14,105	19,191	24,302	14,101	19,186	24,296	14,098	19,181	24,290	14,091	19,172	24,278
47	13,091	18,172	23,278	13,088	18,167	23,272	13,084	18,162	23,266	13,078	18,153	23,254
48	12,078	17,153	22,254	12,075	17,149	22,249	12,072	17,145	22,243	12,066	17,136	22,232
49	11,066	16,136	21,232	11,063	16,132	21,227	11,060	16,128	21,221	11,055	16,120	21,211
50	10,055	15,120	20,211	10,052	15,116	20,206	10,050	15,113	20,201	10,045	15,105	20,191
51	9,045	14,105	19,191	9,042	14,101	19,186	9,040	14,098	19,181	9,036	14,091	19,172
52	8,036	13,091	18,172	8,034	13,088	18,167	8,032	13,084	18,162	8,028	13,078	18,153
53	7,028	12,078	17,153	7,026	12,075	17,149	7,024	12,072	17,145	7,021	12,066	17,136
54	6,021	11,066	16,136	6,019	11,063	16,132	6,018	11,060	16,128	6,015	11,055	16,120
55	5,015	10,055	15,120	5,013	10,052	15,116	5,012	10,050	15,113	5,010	10,045	15,105
56	4,010	9,045	14,105	4,009	9,042	14,101	4,008	9,040	14,098	4,006	9,036	14,091
57	3,006	8,036	13,091	3,005	8,034	13,088	3,004	8,032	13,084	3,003	8,028	13,078
58	2,003	7,028	12,078	2,002	7,026	12,075	2,002	7,024	12,072	2,001	7,021	12,066
59	1,001	6,021	11,066	1,000	6,019	11,063	1,000	6,018	11,060	1,000	6,015	11,055
60	N/A	5,015	10,055	N/A	5,013	10,052	N/A	5,012	10,050	N/A	5,010	10,045
61	N/A	4,010	9,045	N/A	4,009	9,042	N/A	4,008	9,040	N/A	4,006	9,036
62	N/A	3,006	8,036	N/A	3,005	8,034	N/A	3,004	8,032	N/A	3,003	8,028
63	N/A	2,003	7,028	N/A	2,002	7,026	N/A	2,002	7,024	N/A	2,001	7,021
64	N/A	1,001	6,021	N/A	1,000	6,019	N/A	1,000	6,018	N/A	1,000	6,015
65	N/A	N/A	5,015	N/A	N/A	5,013	N/A	N/A	5,012	N/A	N/A	5,010
66	N/A	N/A	4,010	N/A	N/A	4,009	N/A	N/A	4,008	N/A	N/A	4,006
67	N/A	N/A	3,006	N/A	N/A	3,005	N/A	N/A	3,004	N/A	N/A	3,003
68	N/A	N/A	2,003	N/A	N/A	2,002	N/A	N/A	2,002	N/A	N/A	2,001
69	N/A	N/A	1,001	N/A	N/A	1,000	N/A	N/A	1,000	N/A	N/A	1,000

OTHER CONTRIBUTIONS TABLE

End of Year	No Penalty	3-Month Penalty	6-Month Penalty	12-Month Penalty
1	1,001	1,000	1,000	1,000
2	1,002	1,001	1,001	1,001
3	1,003	1,002	1,002	1,002
4	1,004	1,003	1,003	1,003
5	1,005	1,004	1,004	1,004

	No Penalty			3-Month Penalty			6-Month Penalty			12-Month Penalty		
Age	60	65	70	60	65	70	60	65	70	60	65	70
1	1,060	1,066	1,071	1,060	1,065	1,071	1,060	1,065	1,070	1,059	1,064	1,070
2	1,059	1,064	1,070	1,059	1,064	1,070	1,059	1,064	1,069	1,058	1,063	1,069
3	1,058	1,063	1,069	1,058	1,063	1,068	1,058	1,063	1,068	1,057	1,062	1,068
4	1,057	1,062	1,068	1,057	1,062	1,067	1,057	1,062	1,067	1,056	1,061	1,067
5	1,056	1,061	1,067	1,056	1,061	1,066	1,055	1,061	1,066	1,055	1,060	1,066
6	1,055	1,060	1,066	1,055	1,060	1,065	1,054	1,060	1,065	1,054	1,059	1,064
7	1,054	1,059	1,064	1,054	1,059	1,064	1,053	1,059	1,064	1,053	1,058	1,063
8	1,053	1,058	1,063	1,053	1,058	1,063	1,052	1,058	1,063	1,052	1,057	1,062
9	1,052	1,057	1,062	1,052	1,057	1,062	1,051	1,057	1,062	1,051	1,056	1,061
10	1,051	1,056	1,061	1,050	1,056	1,061	1,050	1,055	1,061	1,050	1,055	1,060
11	1,050	1,055	1,060	1,049	1,055	1,060	1,049	1,054	1,060	1,049	1,054	1,059
12	1,049	1,054	1,059	1,048	1,054	1,059	1,048	1,053	1,059	1,048	1,053	1,058
13	1,048	1,053	1,058	1,047	1,053	1,058	1,047	1,052	1,058	1,047	1,052	1,057
14	1,047	1,052	1,057	1,046	1,052	1,057	1,046	1,051	1,057	1,046	1,051	1,056
15	1,046	1,051	1,056	1,045	1,050	1,056	1,045	1,050	1,055	1,044	1,050	1,055
16	1,044	1,050	1,055	1,044	1,049	1,055	1,044	1,049	1,054	1,043	1,049	1,054
17	1,043	1,049	1,054	1,043	1,048	1,054	1,043	1,048	1,053	1,042	1,048	1,053
18	1,042	1,048	1,053	1,042	1,047	1,053	1,042	1,047	1,052	1,041	1,047	1,052
19	1,041	1,047	1,052	1,041	1,046	1,052	1,041	1,046	1,051	1,040	1,046	1,051
20	1,040	1,046	1,051	1,040	1,045	1,050	1,040	1,045	1,050	1,039	1,044	1,050
21	1,039	1,044	1,050	1,039	1,044	1,049	1,039	1,044	1,049	1,038	1,043	1,049
22	1,038	1,043	1,049	1,038	1,043	1,048	1,038	1,043	1,048	1,037	1,042	1,048
23	1,037	1,042	1,048	1,037	1,042	1,047	1,037	1,042	1,047	1,036	1,041	1,047
24	1,036	1,041	1,047	1,036	1,041	1,046	1,036	1,041	1,046	1,035	1,040	1,046
25	1,035	1,040	1,046	1,035	1,040	1,045	1,035	1,040	1,045	1,034	1,039	1,044
26	1,034	1,039	1,044	1,034	1,039	1,044	1,034	1,039	1,044	1,033	1,038	1,043
27	1,033	1,038	1,043	1,033	1,038	1,043	1,033	1,038	1,043	1,032	1,037	1,042
28	1,032	1,037	1,042	1,032	1,037	1,042	1,032	1,037	1,042	1,031	1,036	1,041
29	1,031	1,036	1,041	1,031	1,036	1,041	1,030	1,036	1,041	1,030	1,035	1,040
30	1,030	1,035	1,040	1,030	1,035	1,040	1,029	1,035	1,040	1,029	1,034	1,039
31	1,029	1,034	1,039	1,029	1,034	1,039	1,028	1,034	1,039	1,028	1,033	1,038
32	1,028	1,033	1,038	1,028	1,033	1,038	1,027	1,033	1,038	1,027	1,032	1,037
33	1,027	1,032	1,037	1,027	1,032	1,037	1,026	1,032	1,037	1,026	1,031	1,036
34	1,026	1,031	1,036	1,026	1,031	1,036	1,025	1,030	1,036	1,025	1,030	1,035
35	1,025	1,030	1,035	1,025	1,030	1,035	1,024	1,029	1,035	1,024	1,029	1,034
36	1,024	1,029	1,034	1,024	1,029	1,034	1,023	1,028	1,034	1,023	1,028	1,033
37	1,023	1,028	1,033	1,023	1,028	1,033	1,022	1,027	1,033	1,022	1,027	1,032
38	1,022	1,027	1,032	1,021	1,027	1,032	1,021	1,026	1,032	1,021	1,026	1,031
39	1,021	1,026	1,031	1,020	1,026	1,031	1,020	1,025	1,030	1,020	1,025	1,030
40	1,020	1,025	1,030	1,019	1,025	1,030	1,019	1,024	1,029	1,019	1,024	1,029
41	1,019	1,024	1,029	1,018	1,024	1,029	1,018	1,023	1,028	1,018	1,023	1,028
42	1,018	1,023	1,028	1,017	1,023	1,028	1,017	1,022	1,027	1,017	1,022	1,027
43	1,017	1,022	1,027	1,016	1,021	1,027	1,016	1,021	1,026	1,016	1,021	1,026
44	1,016	1,021	1,026	1,015	1,020	1,026	1,015	1,020	1,025	1,015	1,020	1,025
45	1,015	1,020	1,025	1,014	1,019	1,025	1,014	1,019	1,024	1,014	1,019	1,024
46	1,014	1,019	1,024	1,013	1,018	1,024	1,013	1,018	1,023	1,013	1,018	1,023
47	1,013	1,018	1,023	1,012	1,017	1,023	1,012	1,017	1,022	1,012	1,017	1,022
48	1,012	1,017	1,022	1,011	1,016	1,021	1,011	1,016	1,021	1,011	1,016	1,021
49	1,011	1,016	1,021	1,010	1,015	1,020	1,010	1,015	1,020	1,010	1,015	1,020
50	1,010	1,015	1,020	1,009	1,014	1,019	1,009	1,014	1,019	1,009	1,014	1,019
51	1,009	1,014	1,019	1,008	1,013	1,018	1,008	1,013	1,018	1,008	1,013	1,018
52	1,008	1,013	1,018	1,007	1,012	1,017	1,007	1,012	1,017	1,007	1,012	1,017
53	1,007	1,012	1,017	1,006	1,011	1,016	1,006	1,011	1,016	1,006	1,011	1,016
54	1,006	1,011	1,016	1,005	1,010	1,015	1,005	1,010	1,015	1,005	1,010	1,015
55	1,005	1,010	1,015	1,004	1,009	1,014	1,004	1,009	1,014	1,004	1,009	1,014
56	1,004	1,009	1,014	1,003	1,008	1,013	1,003	1,008	1,013	1,003	1,008	1,013
57	1,003	1,008	1,013	1,002	1,007	1,012	1,002	1,007	1,012	1,002	1,007	1,012
58	1,002	1,007	1,012	1,001	1,006	1,011	1,001	1,006	1,011	1,001	1,006	1,011
59	1,001	1,006	1,011	1,000	1,005	1,010	1,000	1,005	1,010	1,000	1,005	1,010
60	N/A	1,005	1,010	N/A	1,004	1,009	N/A	1,004	1,009	N/A	1,004	1,009
61	N/A	1,004	1,009	N/A	1,003	1,008	N/A	1,003	1,008	N/A	1,003	1,008
62	N/A	1,003	1,008	N/A	1,002	1,007	N/A	1,002	1,007	N/A	1,002	1,007
63	N/A	1,002	1,007	N/A	1,001	1,006	N/A	1,001	1,006	N/A	1,001	1,006
64	N/A	1,001	1,006	N/A	1,000	1,005	N/A	1,000	1,005	N/A	1,000	1,005
65	N/A	N/A	1,005	N/A	N/A	1,004	N/A	N/A	1,004	N/A	N/A	1,004
66	N/A	N/A	1,004	N/A	N/A	1,003	N/A	N/A	1,003	N/A	N/A	1,003
67	N/A	N/A	1,003	N/A	N/A	1,002	N/A	N/A	1,002	N/A	N/A	1,002
68	N/A	N/A	1,002	N/A	N/A	1,001	N/A	N/A	1,001	N/A	N/A	1,001
69	N/A	N/A	1,001	N/A	N/A	1,000	N/A	N/A	1,000	N/A	N/A	1,000

How to determine the After Fees Values. If we disclosed a distribution transaction or termination fee in ROTH IRA FEES AND EARLY WITHDRAWAL PENALTIES, we have completed the *After Fees Values* section to reflect your Roth IRA's projected values for the first five years and for ages 60, 65, and 70, if applicable. You may calculate the projected value for additional years. Follow the steps under *How to use the tables*. Reduce the values by the amount of any distribution transaction or termination fees and fill in the amounts.

AFTER FEES VALUES (if applicable)

End of Year		Age	
1	$ _____	60	$ _____
2	$ _____	65	$ _____
3	$ _____	70	$ _____
4	$ _____		
5	$ _____		

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Traditional IRA

Individual Retirement Account

Custodial Booklet

TRADITIONAL INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

(Under section 408(a) of the Internal Revenue Code)

Form **5305-A** (Rev. April 2017) Department of the Treasury Internal Revenue Service

Do Not File with Internal Revenue Service

☐ Amendment

The depositor and the custodian make the following agreement:

Article I. Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to $5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to $6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

Article II. The depositor's interest in the balance in the custodial account is nonforfeitable.

Article III.

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV.

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.

2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70 1/2. By that date, the depositor may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:

(a) A single sum; or

(b) Payments over a period not longer than the life of the depositor or the joint lives of the depositor and his or her designated beneficiary.

3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the depositor dies on or after the required beginning date and:

(i) the designated beneficiary is the depositor'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. 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 designated beneficiary is not the depositor'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 depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1 for each subsequent year.

(b) If the depositor 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 depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70 1/2. But, in such case, if the depositor'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 depositor's death.

4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the depositor reaches age 70 1/2, is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or, if applicable, the depositor and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the depositor's death (or the year the depositor would have reached age 70 1/2, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the depositor reaches age 70 1/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V.

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

2. The custodian agrees to submit to the Internal Revenue Service (IRS) and depositor the reports prescribed by the IRS.

Article VI. Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

Article VII. This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear on the Application that accompanies this agreement.

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Article VIII.

8.01 Your IRA Documents. This Internal Revenue Service (IRS) Forms 5305 series agreement for traditional IRAs, amendments, application, beneficiary designation, disclosure statement, and other documentation, if any, set forth the terms and conditions governing your individual retirement account (IRA) and your or, after your death, your beneficiary's relationship with us. Articles I through VII of the IRS 5305 agreement have been reviewed and approved by the IRS. The disclosure statement sets forth various IRA rules in simpler language. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

8.02 Definitions. This agreement refers to you as the depositor, and us as the custodian. References to "you," "your," and "IRA owner" will mean the depositor, and "we," "us," and "our" will mean the custodian. The terms "you" and "your" will apply to you. In the event you appoint a third party, or have a third party appointed on your behalf, to handle certain transactions affecting your IRA, such agent will be considered "you" for purposes of this agreement. Additionally, references to "IRA" and "traditional IRA" will mean the custodial account and include an IRA indicated to be a SEP IRA. Further, references to "SIMPLE IRA" do not indicate Roth SIMPLE IRAs unless specifically stated.

8.03 Additional Provisions. Additional provisions may be attached to, and made a part of, this agreement by either party. The provisions must be in writing, agreed to by us, and in a format acceptable to us.

8.04 Our Fees and Expenses. We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your IRA. We may change the fees at any time by providing you with notice of such changes. We will provide you with fee disclosures and policies. We may deduct fees directly from your IRA assets or bill you separately. The payment of fees has no effect on your contributions. Additionally, we have the right to liquidate your IRA assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

8.05 Amendments. We may amend your IRA in any respect and at any time, including retroactively, to comply with applicable laws governing retirement plans and the corresponding regulations. Any other amendments shall require your consent, by action or no action, and will be preceded by written notice to you. Unless otherwise required, you are deemed to automatically consent to an amendment, which means that your written approval is not required for the amendment to apply to the IRA. In certain instances the governing law or our policies may require us to secure your written consent before an amendment can be applied to the IRA. If you want to withhold your consent to an amendment, you must provide us with a written objection within 30 days of the receipt date of the amendment.

8.06 Notice and Delivery. Any notice mailed to you will be deemed delivered and received by you, five days after the postmark date. This fifth day following the postmark is the receipt date. Notices will be mailed to the last address we have in our records. You are responsible for ensuring that we have your proper mailing address. Upon your consent, we may provide you with notice in a delivery format other than by mail. Such formats may include various electronic deliveries. Any notice, including terminations, change in personal information, or contributions mailed to us will be deemed delivered when actually received by us based on our ordinary business practices. All notices must be in writing unless our policies and procedures provide for oral notices.

8.07 Applicable Laws. This agreement will be construed and interpreted in accordance with the laws of, and venued in, our state of domicile.

8.08 Disqualifying Provisions. Any provision of this agreement that would disqualify the IRA will be disregarded to the extent necessary to maintain the account as an IRA.

8.09 Interpretation. If any question arises as to the meaning of any provision of this agreement, then we shall be authorized to interpret any such provision, and our interpretation will be binding upon all parties.

8.10 Representations and Indemnity. You represent that any information you or your agents provide to us is accurate and complete, and that your actions comply with this agreement and applicable laws governing retirement plans. You understand that we will rely on the information provided by you, and that we have no duty to inquire about or investigate such information. We are not responsible for any losses or expenses that may result from your information, direction, or actions, including your failure to act. You agree to hold us harmless, to indemnify, and to defend us against any and all actions or claims arising from, and liabilities and losses incurred by reason of your information, direction, or actions. Additionally, you represent that it is your responsibility to seek the guidance of a tax or legal professional for your IRA issues.

We are not responsible for determining whether any contributions or distributions comply with this agreement or the federal laws governing retirement plans. We are not responsible for any taxes, judgments, penalties or expenses incurred in connection with your IRA, or any losses that are a result of events beyond our control. We have no responsibility to process transactions until after we have received appropriate direction and documentation, and we have had a reasonable opportunity to process the transactions. We are not responsible for interpreting or directing beneficiary designations or divisions, including separate accounting, court orders, penalty exception determinations, or other similar situations.

8.11 Investment of IRA Assets.

(a) Deposit Investments Only. The deposit investments we offer are limited to savings, share and money market accounts, and certificates of deposit (CDs), and will earn a reasonable rate. This IRA is not, and cannot be, a self-directed IRA. It does not permit you to invest your contributions or IRA assets in nondeposit investments such as property, annuities, stocks, bonds, and government, municipal or United States Treasury securities.

(b) Investment of Contributions. You may invest IRA contributions in any IRA deposit investments we offer. If you fail to provide us with investment direction for a contribution, we will return or hold all or part of such contribution based on our policies and procedures. We will not be responsible for any loss of IRA income associated with your failure to provide appropriate investment direction.

(c) Directing Investments. All investment directions must be in a format or manner acceptable to us. You may invest in any IRA investments that you are qualified to purchase, and that we are authorized to offer and do offer at the time of the investment selection, and that are acceptable under the applicable laws governing retirement plans. Your IRA investments will be registered in our name for the benefit of your IRA. Specific investment information may be provided at the time of the investment.

Based on our policies, we may allow you to delegate the investment responsibility of your IRA to an agent by providing us with written notice of delegation in a format acceptable to us. We will not review or guide your agent's decisions, and you are responsible for the agent's actions or failure to act. We are not responsible for directing your investments, or providing investment advice, including guidance on the suitability or potential market value of various investments.

(d) Investment Fees and Asset Liquidation. We have the right to liquidate your IRA assets to pay fees and expenses, federal tax levies, or other assessments on your IRA. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

8.12 Distributions. Withdrawal requests must be in a format acceptable to us, or on forms provided by us. We may require you, or your beneficiary after your death, to elect a distribution reason, provide documentation, and provide a proper tax identification number before we process a distribution. These withdrawals may be subject to taxes, withholding, and penalties. Distributions will generally be in cash.

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Required minimum distributions (RMDs) will be based on Treasury Regulations in addition to our then current policies and procedures. The RMD regulations are described within the Disclosure Statement. In the event you, or your beneficiary after your death, fail to take an RMD we may do nothing, distribute your entire IRA balance, or distribute the amount of your RMD based on our own calculation.

NOTE: Because of the tax and financial consequences surrounding taking RMDs, you are advised to seek the guidance of a tax or legal professional.

8.13 Beneficiary Default Election. If your eligible designated beneficiary does not make an election in terms of an RMD method, the life expectancy method will be the default under this agreement.

8.14 Cash Contributions. We may accept transfers, rollovers, recharacterizations, and other similar contributions in cash from other IRAs, eligible retirement plans, and as allowed by law. Prior to completing such transactions we may require that you provide certain information in a format acceptable to us.

8.15 Reports and Records. We will maintain the records necessary for IRS reporting on this IRA. Required reports will be provided to you, or your beneficiary after your death, and the IRS. If you believe that your report is inaccurate or incomplete you must notify us in writing within 30 days following the receipt date. Your investments may require additional state and federal reporting.

8.16 Termination. You may terminate this agreement without our consent by providing us with a written notice of termination. A termination and the resulting distribution or transfer will be processed and completed as soon as administratively feasible following the receipt of proper notice. At the time of termination we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties.

8.17 Our Resignation. We can resign at any time by providing you with 30 days written notice prior to the resignation date, or within five days of our receipt of your written objection to an amendment. In the event you materially breach this agreement, we can terminate this agreement by providing you with five days prior written notice. Upon our resignation, you must appoint a qualified successor custodian or trustee. Your IRA assets will be transferred to the successor custodian or trustee once we have received appropriate direction. Transfers will be completed within a reasonable time following our resignation notice and the payment of your remaining IRA fees or expenses. At the time of resignation we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties. If you fail to provide us with acceptable transfer direction within 30 days from the date of the notice, we can transfer the assets to a successor custodian or trustee of our choice or distribute them to you in cash.

8.18 Successor Organization. If we merge with, purchase, or are acquired by, another organization, such organization, if qualified, may automatically become the successor custodian or trustee of your IRA.

IRS FORM 5305-A INSTRUCTIONS (Rev. 4-2017)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a). However, only Articles I through VII have been reviewed by the IRS. A traditional individual retirement account (traditional IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. To make a regular contribution to a traditional IRA for a year, the IRA must be established no later than the due date of the individual's income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

Do not file Form 5305-A with the IRS. Instead, keep it with your records.

For more information on IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements (IRAs), and **Pub. 590-B**, Distributions from Individual Retirement Arrangements (IRAs).

Definitions

Custodian. The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor. The depositor is the person who establishes the custodial account.

Traditional IRA for Nonworking Spouse

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse.

Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

Specific Instructions

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the depositor reaches age 70 1/2 to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

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TRADITIONAL IRA DISCLOSURE STATEMENT

Right to Revoke Your IRA. With some exceptions, you have the right to revoke this individual retirement account (IRA) within seven days of receiving this Disclosure Statement. If you revoke your IRA, we will return your entire IRA contribution without any adjustment for items such as sales commissions, administrative expenses, or fluctuation in market value. Exceptions to your right of revocation include that you may not revoke an IRA established with a recharacterized contribution, nor do you have the right to revoke upon amendment of this agreement.

You may revoke your IRA by providing us with written notice. The revocation notice may be mailed by first-class mail, or hand delivered to us. If your notice is mailed by first-class, postage pre-paid mail, the revocation will be deemed mailed on the date of the postmark.

If you have any questions or concerns regarding the revocation of your IRA, please call or write to us. Our telephone number, address, and contact name, to be used for communications, can be found on the application that accompanies this Disclosure Statement and Internal Revenue Service (IRS) Forms 5305 series agreement.

This Disclosure Statement. This Disclosure Statement provides you, and your beneficiaries after your death, with a summary of the rules and regulations governing this IRA.

Definitions. The IRS Forms 5305 series agreement for traditional IRAs contains a definitions section. The definitions found in such section apply to this agreement. The IRS refers to you as the depositor, and us as the custodian. References to "you," "your," and "IRA owner" will mean the depositor, and "we," "us," and "our" will mean the custodian. The terms "you" and "your" will apply to you. In the event you appoint a third party, or have a third party appointed on your behalf to handle certain transactions affecting your IRA, such third party will be considered your agent and, therefore, "you" for purposes of this agreement. Additionally, references to "IRA" will mean the custodial account. Further, references to "SIMPLE IRA" do not indicate Roth SIMPLE IRAs unless specifically stated.

For Additional Guidance. It is in your best interest to seek the guidance of a tax or legal professional before completing any IRA establishment documents. For more information, you can also refer to IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, instructions to your federal income tax return, or the IRS's website at www.irs.gov.

IRA Restrictions and Approval.

1. **IRS Form 5305 or 5305-A Agreement.** This Disclosure Statement and the IRS Forms 5305 series agreement, amendments, application, and additional provisions set forth the terms and conditions governing your traditional IRA. Such documents are the agreement.
2. **Individual/Beneficiary Benefit.** This IRA must be for the exclusive benefit of you and, upon your death, your beneficiaries. The IRA must be established in your name and not in the name of your beneficiary, living trust, or another party or entity.
3. **Beneficiary Designation.** By completing the appropriate section on the corresponding IRA application you may designate any person(s) as your beneficiary to receive your IRA assets upon your death. You may also change or revoke an existing designation in such manner and in accordance with such rules as we prescribe for this purpose. If there is no beneficiary designation on file at the time of your death, or if none of the beneficiaries on file are alive at the time of your death, your IRA assets will be paid to your estate. We may rely on the latest beneficiary designation on file at the time of your death, will be fully protected in doing so, and will have no liability whatsoever to any person making a claim to the IRA assets under a subsequently filed designation or for any other reason.
4. **Cash Contributions.** Regular or annual IRA contributions must be in cash, which may include a check, money order, or wire transfer.
5. **IRA Custodian.** An IRA custodian must be a bank, federally insured credit union, savings and loan association, trust company, or other entity, which is approved by the Secretary of the Treasury to act as an IRA custodian.
6. **Prohibition Against Life Insurance and Commingling.** None of your IRA assets may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund.
7. **Nonforfeitability.** The assets in your IRA are not forfeitable.
8. **Collectibles.** Generally, none of your IRA assets may be invested in collectibles, including any work of art, rug, or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property. If we allow, you may invest your IRA assets in the following coins and bullion: certain gold, silver, and platinum coins minted by the United States; a coin issued under the laws of any state; and any gold, silver, platinum, and palladium bullion of a certain fineness, and only if such coins and bullion are held by us. For additional guidance on collectibles, including nonfungible tokens (NFTs), see Section 408(m) of the Internal Revenue Code (IRC) and, pending future guidance, IRS Notice 2023-27.
9. **Cash Rollovers.** You may be eligible to make a rollover contribution to an IRA or certain employer-sponsored eligible retirement plans. Rollovers to and from IRAs and eligible retirement plans are described in greater detail elsewhere in this Disclosure Statement.
10. **Required Minimum Distribution (RMD) Rules.** Your IRA is subject to the RMD rules summarized in this agreement.
11. **No Prohibited Transactions.** If this account stops being an IRA because you or your beneficiary engaged in a prohibited transaction, this account is treated as distributing all its assets to you at its fair market value on the first day of the year. If the total value is more than your basis in the IRA, you will have a taxable gain that is includible in your income. Further, any such deemed distributions will not count towards any RMDs.
12. **No Pledging.** If you pledge all or a portion of your IRA as security for a loan, the portion pledged will be treated as a distribution to you, and the taxable portion will be included in gross income, and may be subject to the 10 percent early-distribution additional tax.
13. **IRS Approval of Form.** This agreement includes an IRS Forms 5305 series agreement. Articles I through VII of this IRS agreement have been reviewed and approved by the IRS. This approval is not a determination of its merits, and not an endorsement of the investments provided by us, or the operation of the IRA. Article VIII of this IRS agreement contains additional contract provisions that have not been reviewed or approved by the IRS.
14. **State Laws.** State laws may affect your IRA in certain situations, including deductions, beneficiary designations, agency relationships, spousal consent, unclaimed property, taxes, tax withholding, and reporting.

IRA Eligibility and Contributions.

1. **Regular or Annual IRA Contribution.** An annual contribution, commonly referred to as a regular contribution, is your contribution for the tax year, and is based on your and your spouse's compensation if filing jointly. Your designation of the tax year for your contribution is irrevocable. You may direct all or a portion of any tax refund directly to an IRA, up to your annual contribution limit.

   If you are married and file a joint federal income tax return, you or your spouse may make a contribution on your behalf for that tax year if you or your spouse have compensation. This contribution must be made into your IRA, and it cannot exceed the contribution limits applicable to regular IRA contributions. You may make a regular IRA contribution regardless of your age.
2. **Compensation for Eligibility.** You are eligible to contribute to your IRA if you have compensation (also referred to as earned income).

   Common examples of compensation include wages, salary, tips, bonuses, and other amounts received for providing personal services, and earned income from self-employment. Compensation does not include earnings and profits from property such as dividends, interest, or capital gains, or pension, annuity, or deferred compensation plan amounts.
3. **Catch-Up Contributions.** Catch-up contributions are regular IRA contributions made in addition to any other regular IRA contributions. You are eligible to make catch-up contributions if you meet the eligibility requirements for regular contributions and you attain age 50 by the end of the taxable year for which a catch-up contribution is being made.

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4. **SEP and SIMPLE IRA Contributions.** Your employer may make simplified employee pension (SEP) plan contributions to this IRA in addition to your own regular IRA contributions. Your employer is responsible for verifying the SEP plan's eligibility requirements and determining the SEP contribution amount. This IRA cannot accept Savings Incentive Match Plan for Employees of Small Employers (SIMPLE) IRA contributions from your employer.
5. **Maximum Contribution Limits.** Your regular (including catch-up) IRA contributions are limited to the lesser of 100 percent of your and your spouse's compensation if filing jointly or the dollar amounts set forth on the following chart:

Contribution Tax Year	Regular Contribution Limit	Catch-Up Contribution Limit	Total Contribution Limit
2024	$7,000	$1,000	$8,000
2025	$7,000	$1,000	$8,000
2026 and later years	$7,000*	$1,000*	$8,000*

* The regular and catch-up IRA contribution limits are subject to annual cost-of-living adjustments, if any.

6. **Contribution Deadline.** You may make regular (including catch-up) IRA contributions any time for a taxable year up to and including your federal income tax return due date, excluding extensions, for that taxable year. The due date for most taxpayers is April 15. The deadline may be extended or postponed in some situations. Examples of postponed contributions include a federally declared disaster, a terroristic or military action, or service in a hazardous duty area or combat zone.
7. **Roth IRA and Traditional IRA Contribution Limit.** Your combined regular (including catch-up) traditional IRA and Roth IRA contributions may not exceed the maximum contribution limit set forth in the previous chart.

Tax Deductions. Tax deductions apply only to your regular (including catch-up) IRA contribution amount, and the deduction may never exceed your maximum regular (including catch-up) contribution amount for the contribution year. Your deduction depends on whether you and your spouse (if applicable) are active participants, and your modified adjusted gross income (MAGI). Your MAGI is your adjusted gross income from your federal income tax return for the contribution year with certain subtractions and additions. For more information on MAGI, see the instructions to your federal income tax return or IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*.

1. **Active Participant.** You could be an active participant in one of the following employer-sponsored retirement plans:
   - **a.** a qualified pension, profit sharing, 401(k), money purchase pension, employee stock ownership plan, or stock bonus plan;
   - **b.** a SEP plan;
   - **c.** a SIMPLE IRA or SIMPLE 401(k) plan;
   - **d.** a qualified annuity plan of an employer;
   - **e.** a tax-sheltered annuity plan for employees of certain tax-exempt organizations or public schools;
   - **f.** a Section 501(c)(18) trust;
   - **g.** an H.R. 10 or Keogh plan (for self-employed individuals); or
   - **h.** a plan for federal, state, or local government employees or by an agency or instrumentality thereof (other than a section 457(b) plan).

   For assistance in determining whether you (or your spouse) are an active participant, see your employer or a tax or legal professional. IRS Form W-2, *Wage and Tax Statement*, as provided by your employer, should indicate whether you are an active participant.
2. **Deduction Limits.** If you are not an active participant, your entire regular contribution to your IRA is generally deductible. Your marital status may affect your deduction amount. If you are an active participant, the amount you can deduct depends on your MAGI for the tax year for which the contribution applies. The following chart shows how your active participant status and tax-filing status and MAGI affect your deduction. If you are an active participant, the greater your MAGI, the lesser the amount you may deduct.

MAGI THRESHOLDS

Tax Year	Filing Status							
	Single, Active Participant		Married, Filing Jointly, Active Participant		Married, Filing Separately, Active Participant		Married, Filing Jointly, Not an Active Participant, but Spouse is	
	Low End	High End	Low End	High End	Low End	High End	Low End	High End
2024	$77,000	$87,000	$123,000	$143,000	$0	$10,000	$230,000	$240,000
2025	$79,000	$89,000	$126,000	$146,000	$0	$10,000	$236,000	$246,000
2026 and later years	$79,000*	$89,000*	$126,000*	$146,000*	$0	$10,000	$236,000*	$246,000*

* The MAGI thresholds are subject to annual cost-of-living adjustments, if any.

3. **Deduction Calculation.** If your MAGI is equal to or is less than the applicable Low End number in the chart based on your tax-filing status, then you may deduct your entire regular (including catch-up) IRA contribution. If your MAGI meets or exceeds the High End number, you may not deduct any portion of your contribution. If your MAGI is between the Low End and High End numbers, which is the phaseout range, see your tax or legal professional for assistance in determining your deduction amount. IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, and the instructions to your federal income tax return also contain helpful calculation information.
4. **Nondeductible Contributions.** You may make nondeductible contributions to your IRA if you are not able to, or choose not to, deduct your contributions. You report nondeductible contributions to the IRS on IRS Form 8606, *Nondeductible IRAs*, which is attached to your federal income tax return for the year of the contribution. Failure to report nondeductible contributions, or the overstatement of nondeductible contributions, may result in IRS penalties.

Nonrefundable Tax Credit. You may be eligible to take a tax credit for your regular IRA contributions. The credit is equal to a percentage of your qualified contributions up to $2,000. The credit cannot exceed $1,000 for any tax year, and is in addition to any deduction that may apply. To be eligible for the tax credit, you must be age 18 or older by the end of the applicable tax year, not a dependent of another taxpayer, not a full-time student, and satisfy certain restrictions on distributions.

Moving Assets To and From IRAs. There are a variety of transactions that allow you to move your retirement assets to and from your IRAs and certain other eligible retirement plans. We have sole discretion on whether we will accept, and how we will process, movements of assets to and from IRAs. We or any other financial organizations involved in the transaction may require documentation for such activities.

1. **IRA-to-IRA Transfers.** You may transfer all or a portion of your traditional IRA assets from one traditional IRA to another traditional IRA. An IRA transfer means that the IRA assets move from one IRA to another IRA in a manner that prevents you from cashing the IRA assets, or even depositing the assets anywhere except in the receiving IRA. Transfers are not taxable or reportable, and the IRS does not impose timing or frequency restrictions on transfers. You may be required to complete a transfer authorization form prior to transferring your IRA assets.
2. **IRA-to-IRA Rollovers.** An IRA rollover is another way to move assets tax-free between IRAs. You may roll over all or a portion of your IRA assets by taking a distribution from an IRA and recontributing it, less any RMD for that year, as a rollover contribution into the same or another IRA. A rollover contribution is irrevocable. You must report your IRA rollover to the IRS on your federal income tax return. Your contribution may only be designated as a rollover if the IRA distribution is deposited within 60 calendar days following the date you receive the distributed assets. The 60-day period may be extended to 120 days for a first-time homebuyer distribution where there is a delay or cancellation in the purchase or construction of the home. You are limited to one rollover per 1-year (12-month) period. You may only roll over one IRA distribution per 1-year period aggregated between all of your IRAs. For this purpose IRA includes rollovers among traditional

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(including SEP), SIMPLE, and Roth (including Roth SEP and Roth SIMPLE) IRAs. For example, if you have IRA 1, IRA 2, and IRA 3, and take a distribution from IRA 1 and roll it over into a new IRA 4, you will have to wait 1 year from the date of that distribution to take another distribution from any of your IRAs and subsequently roll it over into an IRA. The 1-year limitation does not apply to rollovers related to first-time homebuyer distributions, distributions converted to a Roth IRA, and rollovers to or from an employer-sponsored eligible retirement plan.

3. **Rollovers and Transfers from SIMPLE IRAs.** You may not roll over or transfer assets from a SIMPLE IRA to a traditional IRA or other eligible retirement plan until two years have passed since the date on which you first participated in an employer's SIMPLE IRA plan, which is the initial contribution date. If you participated in SIMPLE IRA plans of different employers, the initial contribution date and two-year period are determined separately for SIMPLE IRA assets from each employer. Roth SIMPLE IRA distributions are never eligible for rollover or transfer to a traditional IRA.
4. **Rollovers to SIMPLE IRAs.** You may not roll over assets to a SIMPLE IRA from a traditional IRA or other eligible retirement plan until two years have passed since you first participated in an employer's SIMPLE IRA plan, which is the initial contribution date. If you participated in SIMPLE IRA plans of different employers, the initial contribution date and two-year period are determined separately for SIMPLE IRA assets from each employer. Roth SIMPLE IRA distributions are never eligible for rollover to a SIMPLE IRA.
5. **Rollovers from Employer-Sponsored Eligible Retirement Plans.** You may directly or indirectly roll over assets from an eligible retirement plan, sponsored by your employer, into your IRA. Your plan administrator or employer is responsible for determining the amount of your assets in its eligible retirement plan that are eligible for rollover to an IRA or other eligible retirement plan.
   a. **Eligible Retirement Plan.** Eligible retirement plans include qualified trusts under IRC Section 401(a), annuity plans under IRC Section 403(a), annuity contracts under IRC Section 403(b), and certain governmental IRC Section 457(b) plans. Common names for these plans include 401(k), profit sharing, pension, money purchase, federal thrift savings, and tax-sheltered annuity plans.
   b. **Eligible Distribution.** Not all distributions from an employer-sponsored eligible retirement plan are eligible for rollover to an IRA. The most common distributions, which are not eligible for rollover, include RMDs, defaulted loans, substantially equal periodic payments as defined in IRC Section 402(c)(4)(A), distributions paid to nonspouse beneficiaries, and hardship distributions. Your employer determines which assets may not be rolled over, and must provide you with an IRC Section 402(f) notice of taxation, which explains the tax issues concerning distributions.
   c. **Direct Rollover.** A direct rollover moves eligible retirement plan assets from your employer-sponsored eligible retirement plan to your IRA in a manner that prevents you from cashing the plan assets, or even depositing the assets anywhere except in the receiving IRA. A direct rollover is reported to the IRS but, if properly completed, the transaction is not subject to tax or penalty. There are no IRS limitations, such as the 60-day period or one per 1-year limitation, on direct rollovers. This agreement should not be used for a direct rollover from an eligible retirement plan to an inherited traditional IRA.
   d. **Indirect Rollover and Withholding.** An indirect rollover begins with a plan distribution made payable to you. If you receive distributions during the tax year totaling more than $200, your employer is required to withhold 20 percent on the taxable portion of your eligible rollover distribution as a prepayment of federal income taxes on distributions. You may make up the 20 percent withholding from your own funds at the time you deposit the distribution into an IRA. If the 20 percent is not made up at the time you deposit your distribution into an IRA, that portion is generally treated as taxable income. If you are younger than age 59 1/2, you are subject to a 10 percent early-distribution additional tax on the taxable amount of the distribution that is not rolled over, unless an additional tax exception applies. Your distribution is only eligible to be contributed to an IRA during the 60 days following your receipt of a plan distribution. There may be exceptions to completing the rollover within 60 days. For example, exceptions for making a late rollover are available for rolling over the return of an improper tax levy as well as for rolling over qualified plan loan offset amounts. Generally, these exceptions permit amounts to be rolled over until the tax-filing due date of the year in which such amounts are, for example, returned or treated as distributed. Your decision to contribute the assets to the IRA as a rollover contribution is irrevocable. The one per 1-year limitation does not apply to rollovers from employer-sponsored eligible retirement plans. State withholding may apply to eligible rollover distributions.
   e. **Separate or Conduit IRA.** In certain cases, it may be to your benefit to make the rollover contribution into a separate or conduit IRA. Conduit IRAs can provide individuals with a means of tracking IRA assets from different sources, which may be subject to certain restrictions or favorable tax treatment.
6. **Extension of the 60-Day Period.** The Secretary of the Treasury may extend the 60-day period for completing rollovers in certain situations such as casualty, disaster, or other events beyond the reasonable control of the individual who is subject to the 60-day period. The IRS also provides for a self-certification procedure for making a late rollover (subject to verification by the IRS) that you may use to claim eligibility for an extension with respect to a rollover into an IRA. It provides that we may rely on the certification provided by you in accepting and reporting receipt of a rollover contribution after the 60-day period (i.e., a late rollover) if we don't have actual knowledge that is contrary to the self-certification.
7. **Traditional IRA to Employer-Sponsored Eligible Retirement Plans.** You may directly or indirectly roll over a taxable distribution from your IRA to an employer-sponsored eligible retirement plan which accepts rollover contributions. Nontaxable or nondeductible IRA assets may not be rolled over into employer-sponsored eligible retirement plans. You can generally roll over, to employer-sponsored eligible retirement plans, only the aggregate taxable balance in all of your traditional IRAs and SIMPLE IRAs. The one per 1-year limitation does not apply to these rollovers.
8. **Transfers Due to Divorce.** Your former spouse, pursuant to a divorce decree or legal separation order, may transfer assets from your traditional IRA to his/her traditional IRA.
9. **Repayment of a Qualified Reservist Distribution.** If you are a qualified reservist ordered or called to active duty after September 11, 2001 for more than 179 days (or for an indefinite period), and take an IRA distribution or take certain elective deferrals from an eligible retirement plan after September 11, 2001, and before the end of your active duty, you may make one or more contributions of these assets to your IRA within two years of the end of your active duty.
10. **Repayment of a Qualified Birth or Adoption Distribution.** You may take a distribution of up to $5,000 for a qualified birth or adoption within one year of the birth or from when the adoption is finalized. Such a distribution may be repaid to the IRA any time during the 3-year period beginning on the day after the date on which the distribution was received or by December 31, 2025, if the distribution was made on or before December 29, 2022.
11. **Repayment of a Distribution for Terminal Illness.** You may take a distribution if you have been certified by a physician as having a terminal illness. Such a distribution may be repaid any time during the 3-year period beginning on the day after the date on which the distribution was received.

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12. **Repayment of Withdrawals for Certain Emergency Expenses.** You may take a distribution of up to $1,000 if you incur "unforeseeable or immediate financial needs relating to personal or family emergency expenses." Such distribution may be repaid any time during the 3-year period beginning on the day after the date on which the distribution was received.
13. **Repayment of Withdrawals for Domestic Abuse.** You may take distributions up to a total of $10,300 if you are the victim of domestic abuse. Such distributions may be repaid any time during the 3-year period beginning on the day after the date on which a distribution was received.

Movement of Assets Between Traditional and Roth IRAs.

1. **Traditional IRA to Roth IRA Conversions.** You may convert all or a portion of your traditional IRA assets to a Roth, including a Roth SEP, IRA. Your conversion assets (excluding prorated nondeductible contributions) are subject to federal income tax. Your conversion must be reported to the IRS. You cannot convert any aggregate RMDs not taken for the year. The 10 percent early-distribution additional tax does not apply to conversions. If you elect to convert your assets using a rollover transaction, the 60-day rule applies. The one per 1-year limitation does not apply to conversions.
2. **Traditional IRA and Roth IRA Recharacterizations.** You may recharacterize, or choose to treat all or a portion of your regular (including catch-up) traditional IRA contribution as a regular Roth IRA contribution. Similarly, you may recharacterize your regular (including catch-up) Roth IRA contribution as a regular traditional IRA contribution. A recharacterization election is irrevocable. You must complete a recharacterization no later than your federal income tax-filing due date, including extensions, for the year you make the initial contribution. If you timely file your federal income tax return, you may still recharacterize as late as October 15 for calendar year filers. Recharacterizations must occur by transfer, which means that the assets, adjusted for gains and losses on the recharacterized amount, must be transferred into another IRA. The recharacterized contribution is treated as though you deposited it into the second IRA on the same day you actually deposited it in the first IRA. Recharacterization transactions are reported to the IRS. The election to recharacterize may be completed on your behalf after your death. A written notice of recharacterization is required for recharacterization transactions.

IRA Distributions. You or, after your death, your beneficiary may take an IRA distribution at any time. However, depending on the timing and amount of your distribution you may be subject to income taxes or penalty taxes.

1. **Removal of Excess Contributions.** You may withdraw all or a portion of your excess contribution and attributable earnings by your federal income tax return due date, including extensions, for the taxable year for which you made the contribution. The excess contribution amount distributed will not be taxable, but the attributable earnings on the contribution will be taxable in the year in which you made the contribution. In certain situations, you may treat your excess as a regular (including catch-up) IRA contribution for the next year. If you timely file your federal income tax return, you may still remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers.
2. **Distributions of Unwanted IRA Contributions by Tax-Filing Date.** You may withdraw all or a portion of your regular (including catch-up) IRA contribution and attributable earnings in the same manner as an excess contribution. However, you cannot apply your unwanted contribution as a regular IRA contribution for a future year. The unwanted contribution amount distributed will not be taxable, but the attributable earnings on the contribution will be taxable in the year in which you made the contribution. If you timely file your federal income tax return, you may still remove your unwanted contribution, plus attributable earnings, as late as October 15 for calendar year filers.
3. **Distribution of Nondeductible and Nontaxable Amounts.** If any of your traditional IRAs or SIMPLE IRAs contain nondeductible contributions or rollovers of nontaxable distributions from employer-sponsored eligible retirement plans, any distributions you take from any of your traditional IRAs or SIMPLE IRAs, that are not rolled over, will return to you a proportionate share of the taxable and nontaxable balances in all of your traditional IRAs and SIMPLE IRAs at the end of the tax year of your distributions. IRS Form 8606, *Nondeductible IRAs*, has been specifically designed to calculate this proportionate return. You must complete IRS Form 8606 each year you take distributions under these circumstances, and attach it to your tax return for that year to validate the nontaxable portion of your IRA distributions reported for that year.
4. **Qualified Health Savings Account (HSA) Funding Distribution.** If you are an HSA eligible individual, you may elect to take a qualified HSA funding distribution from your IRA (not including ongoing SEP and SIMPLE IRAs) to the extent such distribution is contributed to your HSA in a trustee-to-trustee transfer. This amount is aggregated with all other annual HSA contributions and is subject to your annual HSA contribution limit. A qualified HSA funding distribution election is irrevocable and is generally available once in your lifetime. A testing period applies. The testing period for this provision begins with the month of the contributions to your HSA and ends on the last day of the 12th month following such month. If you are not an eligible individual for the entire testing period, unless you die or become disabled, the amount of the distribution made under this provision will be includable in gross income for the tax year of the month you are not an eligible individual, and is subject to a 10 percent penalty tax.
5. **Qualified Charitable Distributions (QCD).** If you have attained age 70 1/2, you may be able to make tax-free distributions directly from your IRA to a qualified charitable organization. However, you must track the amount of all deductible contributions made for tax years while age 70 1/2 or older and then reduce the QCD claimed by those prior deductible contributions. Tax-free distributions are limited to $108,000 annually. This amount is subject to an annual cost-of-living adjustment (COLA), if any. Qualified charitable distributions are not permitted from an on-going SEP or SIMPLE IRA (meaning your employer continues to make contributions).

   In addition, you may be able to elect to make a once in a lifetime QCD of up to $54,000 to a split-interest entity. This amount is also subject to an annual COLA, if any. A "split-interest entity" includes certain charitable remainder annuity trusts, charitable remainder unitrusts, and charitable gift annuities. Some limitations apply. For example, no person can hold an income interest in the split-interest entity other than the individual for whose benefit such account is maintained, the spouse of such individual, or both. In addition, the QCD from your IRA must be made directly to the split-interest entity by the custodian.

   Consult with your tax or legal professional regarding tax-free charitable distributions.
6. **Withdrawals for Certain Emergency Expenses.** You are allowed one additional tax-free early-withdrawal during a 3-year period from any of your IRAs or employer plans of up to $1,000 for "unforeseeable or immediate financial needs relating to personal or family emergency expenses." You must provide a written certification to your custodian; this can be a self-certification. That withdrawal may be repaid within three years beginning on the day after the date on which the distribution was received. Only one emergency expense withdrawal per 3-year period is permitted unless such amount is fully repaid or you later made contributions to an IRA or to an employer plan equal to or exceeding the amount that remains unpaid.
7. **Withdrawal for Individuals in Case of Domestic Abuse.** If you are a domestic abuse victim you are allowed additional tax-free early-withdrawals from any of your IRAs. The total amount of these withdrawals cannot exceed $10,300. This amount is also subject to an annual COLA, if any. You must provide a written certification to your custodian; this can be a self-certification. Each withdrawal must be made during the one-year period during which you are a

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victim of domestic violence of a spouse or domestic partner. The withdrawal may be repaid any time during the three-year period beginning on the day after the distribution was made.

8. **Withdrawals for Individuals with a Terminal Illness.** If you are certified by a physician as having a terminal illness you are allowed to take additional tax-free early-withdrawals from any of your IRAs on or after the date of the certification. You must provide the certification to your custodian; you cannot self-certify. Such a withdrawal may be repaid to the IRA any time during the 3-year period beginning on the day after the distribution was made.

RMDs For You.

1. **After Age 73.** If you were born in 1951 through 1959, your first RMD must be taken by April 1 following the year you attain age 73, which is your required beginning date (RBD). Second year and subsequent distributions must be taken by December 31 of each such year. An RMD is taxable in the calendar year you receive it. Age 73 changes to age 75 if you were born in 1960 or later.
2. **Distribution Calculations.** Your RMD will generally be calculated by dividing your previous year-end adjusted balance in your IRA by a divisor from the uniform lifetime table provided by the IRS. This table is indexed to your age attained during a distribution year. This table is used whether you have named a beneficiary and regardless of the age or type of beneficiary you may have named. However, if for any distribution year, you have as your only named beneficiary for the entire year, your spouse, who is more than ten years younger than you, the uniform lifetime table will not be used. To calculate your RMD for that year, you will use the ages of you and your spouse at the end of that year to determine a joint life expectancy divisor from the IRS's joint and last survivor table. This will be the case even if your spouse dies, or you become divorced and do not change your beneficiary, during that year.
3. **Failure to Withdraw an RMD.** If you do not withdraw your RMD by its required distribution date, you are subject to an excess accumulation penalty tax of up to 25 percent of the amount not withdrawn. You can always take more than your RMD in any year but no additional amounts taken can be credited to a subsequent year's RMD.
4. **Multiple IRAs.** If you have more than one traditional IRA or SIMPLE IRA you must calculate a separate RMD for each one. You may, however, take the aggregate total of your RMDs from any one or more of your personal traditional IRAs or SIMPLE IRAs.
5. **No Rollovers or Repayments of RMDs.** All RMDs for all of your IRAs must be satisfied before you can roll over or repay any portion of your IRA account balance. The first distributions made during a year will be considered RMDs and can be satisfied by earlier distributions from your other traditional IRAs or SIMPLE IRAs that are aggregated. Any RMD that is rolled over or repaid will be subject to taxation and is considered a regular contribution, which may be an excess contribution until corrected.
6. **Transfers of RMDs.** Transfers are not considered distributions. You can transfer any portion of your traditional IRA or SIMPLE IRA at any time during the year provided you satisfy your aggregate RMDs before the end of the distribution year.

RMDs For Your Beneficiaries. In July 2024, the IRS issued final rules regarding RMDs for beneficiaries beginning on or after January 1, 2025. These rules generally follow the proposed regulations issued in 2022, and generally divide inherited IRAs into two groups: those where you died before your RBD and those where you died after you had begun taking your RMDs. However, the regulations are not simple; they are intricate and complex. Therefore, it is important that you discuss your beneficiary designations and that your beneficiaries, including successor beneficiaries if any, consult with tax and/or legal professionals regarding the beneficiary RMD regulations that will apply.

You can designate specific individuals or other entities—including, but not limited to, an estate, a trust, or a charitable organization—as your IRA death beneficiaries. The named beneficiaries that survive inherit any assets remaining in the IRA after your death. Different types of beneficiaries may have different options available. Among the options are the following terms:

a. **Ten-year rule.** If a beneficiary is subject to the ten-year rule, they must empty the account by the end of the 10th year following your death year. Some of these beneficiaries can distribute some each year, wait until the end of 10 years to distribute it all, or distribute the entire IRA soon after the inheritance. Other beneficiaries will be required to take annual distributions during the ten-year period until the account is emptied.
b. **Five-year rule.** If a beneficiary is subject to the five-year rule, they must empty the account by the end of the 5th year following your death year. Some of these beneficiaries can distribute some each year, wait until the end of 5 years to distribute it all, or distribute the entire IRA soon after the inheritance.
c. **Life expectancy method.** For beneficiaries subject to this single life expectancy method, the beneficiary must take an RMD amount based on the prior year-end account balance being divided by an annually determined life expectancy period.

1. **Types of Beneficiaries.** The different types of beneficiaries are designated beneficiaries, eligible designated beneficiaries and those that are not designated beneficiaries. Generally, designated and eligible designated beneficiaries can name successor beneficiaries. Different types of beneficiaries will have different rules—and in some cases options or elections—and distribution periods available.
2. **Designated Beneficiary.** A designated beneficiary is any individual you name as a beneficiary who has an interest in your IRA on the determination date, which is September 30 of the year following the year of your death. Certain qualifying trusts, also known as "see-through trusts", can also be a designated beneficiary. For a qualifying trust to be a designated beneficiary, the qualifying trust beneficiaries must be designated beneficiaries.

   If your beneficiary is a designated beneficiary who is not an eligible designated beneficiary, such beneficiary will have to follow the ten-year rule and is required to remove all assets from the IRA by December 31 of the tenth year following the year of your death. Also, if you die on or after your RBD, such beneficiaries must take annual RMDs based on the life expectancy method that uses the beneficiary's age during years one through nine of the ten-year period and the remaining amount must be fully distributed in year ten. The annual requirement does not apply if you die before your RBD.
3. **Eligible Designated Beneficiary.** An eligible designated beneficiary is a designated beneficiary who is: 1) your surviving spouse; 2) your minor child (through the age of majority, unless they are also disabled or chronically ill (as defined by law)); 3) disabled (as defined by law); 4) a chronically ill individual (as defined by law); or 5) an individual who is not more than 10 years younger than you. Certain qualifying ("see-through") trusts can also be an eligible designated beneficiary. For a qualifying trust to be an eligible designated beneficiary, generally the qualifying trust beneficiaries must be eligible designated beneficiaries. Eligible designated beneficiaries may have the option of distributing the assets over a life expectancy period or within ten years (the ten-year rule). If an eligible designated beneficiary does not make an election, the life expectancy method will be the default method.
   a. **Spouse Beneficiary.** Your spouse beneficiary may have the option of distributing the IRA assets over a single life expectancy period or within ten years (the ten-year rule). The option to elect the ten-year rule is only available to your spouse if your death occurs before your RBD. Your spouse may alternatively choose to treat the entire interest (all of the account) of the IRA as his/her own IRA.

      If your spouse beneficiary elects or otherwise has to take the single life expectancy option, he/she will use a life expectancy divisor for calculating that year's RMD. If you die before your RBD, your surviving spouse can postpone commencement of his/her RMDs until the end of the year in which you would have attained age 73, or age 75 if you were born in 1960 or later. If you die on or after your RBD, your surviving spouse will use the

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longer of his/her single life expectancy, determined each year after the year of death using his/her attained age, or your remaining single life expectancy determined in your year of death and reduced by one each subsequent year.

If your spouse beneficiary chooses the ten-year rule, he/she is required to remove all assets from the IRA by December 31 of the tenth year following the year of your death.

Your spouse beneficiary can treat your IRA as his/her own IRA if your spouse is the only designated beneficiary, or if there are multiple designated beneficiaries and separate accounting applies. He/she has this option even if he/she had chosen one of the other options above. If your spouse had selected the ten-year rule and he or she had attained the RMD age (currently age 73), then he or she would be required to take an RMD amount prior to treating the account as his or her own, or prior to rolling the funds over to his or her own IRA.

Your spouse beneficiary can take a distribution of part or all of his/her share of your IRA and roll it over to an IRA of his/her own, or another beneficiary IRA, less any RMD.

b. **Eligible Designated Beneficiary Who is Your Minor Child.** A minor child also includes step-children, adopted children, and eligible foster children. An individual reaches the age of majority on their 21st birthday. If you die before your RBD, your minor child can choose either the ten-year rule or the single life expectancy option. If your minor child initially chose life expectancy payments, then they must continue taking annual RMDs during the ten years subsequent to reaching their age of majority. If you died on or after your RBD, your minor child will be required to take annual RMDs through the tenth year following their attainment of age of majority.

c. **Eligible Designated Beneficiary (Other than a Surviving Spouse or Minor Child).** If your beneficiary is an eligible designated beneficiary who is someone other than your surviving spouse or your minor child, such beneficiary may have the option of distributing the IRA assets over a single life expectancy period or within ten years. The option to elect the ten-year rule is only available to such beneficiary if your death occurs before your RBD.

If you died before your RBD and the beneficiary chooses the single life expectancy option to calculate the RMD, the beneficiary uses his/her age at the end of the year following the year of death to determine the initial single life expectancy divisor and reduces this number by one for each following year's RMD calculation. However, if you die on or after your RBD, your beneficiary uses the longer of your remaining life expectancy, determined in your year of death and reduced by one in each subsequent year, or your beneficiary uses his/her life expectancy in the year following the year of your death, reduced by one for each subsequent year. For a qualifying trust, generally the age of the oldest trust beneficiary is used.

If you died prior to your RBD and the beneficiary chooses the ten-year rule, he/she is required to remove all assets from the IRA by December 31 of the tenth year following the year of your death.

4. **Not a Designated Beneficiary.** A beneficiary that is not a designated beneficiary includes a nonindividual that is an estate, charitable organization, or nonqualified trust (i.e., not a "see-through" trust). If your beneficiary is not a designated beneficiary and you die before your RBD, such a beneficiary is required to remove all assets from the IRA by December 31 of the fifth year following the year of your death (the five-year rule). If you die on or after your RBD, such a beneficiary must use your remaining single life expectancy to calculate the RMD. Your remaining single life expectancy divisor is determined in the year of your death using your age at the end of that year and then reducing the divisor by one for each subsequent year's calculation.

5. **Beneficiary Determination.** Named beneficiaries who completely distribute their interests in your IRA, or completely disclaim their interests in your IRA under IRC Section 2518, will not be considered when designated beneficiaries are determined. Named beneficiaries who die after your death but before the determination date (September 30 of the year following the year of your death) will still be considered for the sake of determining the distribution period. If any named beneficiary that is not an individual, such as an estate or charity, has an interest in your IRA on the determination date, and separate accounting does not apply, your IRA will be treated as having no designated beneficiary (i.e., not a designated beneficiary).
6. **Qualifying Trusts.** If you name a qualifying ("see-through") trust, which is defined in Treasury Regulations, as your IRA beneficiary, the beneficiaries of the qualifying trust are generally treated as individual beneficiaries of your IRA for purposes of determining the appropriate distribution period.
7. **Successor Beneficiaries.** Our policy may allow your beneficiaries to name their own successor beneficiaries to your IRA. A successor beneficiary would receive any of your IRA assets that remain after your death and the subsequent death of your beneficiaries. Generally, the beneficiary will have to distribute all the remaining IRA assets within a ten-year period or the remainder of the original beneficiary's ten-year period and may be required to take annual RMDs.
8. **Separate Accounting (Multiple Beneficiaries).** Our policies may permit separate accounting to be applied to your IRA for the benefit of your beneficiaries. If permitted, separate accounting must be applied in accordance with Treasury Regulations. If there are multiple beneficiaries, a beneficiary is considered the only beneficiary of their share of the IRA assets if separate accounting applies. If separate accounting applies, the rules above apply based on the type of beneficiary (i.e., designated beneficiary, eligible designated beneficiary, not a designated beneficiary).

Federal Income Tax Status of Distributions.

1. **Taxation.** IRA distributions which are not rolled over will be taxed as income in the year distributed except for the portion of your aggregate SIMPLE IRA and traditional IRA distributions that represents your nondeductible contributions or nontaxable rollover amounts. You may also be subject to state or local taxes and withholding on your IRA distributions.
2. **Earnings.** Earnings, including gains and losses, on your IRA will not be subject to federal income taxes until they are considered distributed.
3. **Ordinary Income Taxation.** Your taxable IRA distribution is usually included in gross income in the distribution year. IRA distributions are not eligible for special tax treatments, such as ten year averaging, that may apply to other employer-sponsored retirement plan distributions.

Estate and Gift Tax. The designation of a beneficiary to receive IRA distributions upon your death will not be considered a transfer of property for federal gift tax purposes. Upon your death, the value of all assets remaining in your IRA will usually be included in your gross estate for estate tax purposes, regardless of the named beneficiary or manner of distribution. There is no specific estate tax exclusion for assets held within an IRA. After your death, beneficiaries should pay careful attention to the rules for the disclaiming any portion of your IRA under IRC Section 2518.

Federal Income Tax Withholding. QCDs are not subject to federal tax withholding. Other IRA distributions are subject to federal income tax withholding unless you or, upon your death, your beneficiary affirmatively elect not to have withholding apply. The required federal income tax withholding rate is 10 percent of the distribution. Use IRS Form W-4R, *Withholding Certificate for Nonperiodic Payments and Eligible Rollover Distributions,* to provide us with your election to waive withholding or elect to have a different percentage withheld.

Annual Statements. Each year we will furnish you and the IRS with statements reflecting the activity in your IRA. You and the IRS will receive IRS Forms 5498, *IRA Contribution Information*, and 1099-R,

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Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc. IRS Form 5498 or an appropriate substitute indicates the fair market value of the account, including IRA contributions, for the year. IRS Form 1099-R reflects your IRA distributions for the year.

By January 31 of each year, you will receive a report of your fair market value as of the previous calendar year end. If applicable, you will also receive a report concerning your annual RMD.

Federal Tax Penalties and IRS Form 5329. Several tax penalties may apply to your various IRA transactions, and are in addition to any federal, state, or local taxes. Federal penalties and excise taxes are generally reported and remitted to the IRS by completing IRS Form 5329, *Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts*, and attaching the form to your federal income tax return. The penalties may include any of the following taxes:

1. **Early-Distribution Additional Tax.** If you take a distribution from your IRA before reaching age 59 1/2, you are subject to a 10 percent early-distribution additional tax on the taxable portion of the distribution. However, certain exceptions apply. Exceptions to the 10 percent additional tax are distributions due to death, disability, first-time home purchase, eligible higher education expenses, qualified disaster recovery distributions, medical expenses exceeding a certain percentage of adjusted gross income, health insurance premiums due to your extended unemployment, a series of substantially equal periodic payments, IRS levy, conversions to a Roth IRA, qualified reservist distributions, qualified birth or adoption distributions, distributions you take for your certified terminal illness, certain emergency expenses, domestic abuse, earnings attributable to an excess or unwanted regular contribution, qualified HSA funding distributions, and any other distribution permitted by law. Properly completed rollovers, transfers, recharacterizations, and conversions are not subject to the 10 percent additional tax.
2. **Excess Contribution Penalty Tax**. If you contribute more to your IRA than you are eligible to contribute, you have created an excess contribution, which is subject to a 6 percent excise tax. The excise tax applies each year that the excess contribution remains in your IRA. If you timely file your federal income tax return, you may still remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers.
3. **Excess Accumulation Penalty Tax.** Any portion of a RMD that is not distributed by its deadline is subject to an excess accumulation penalty tax of up to 25 percent. The IRS may waive this penalty upon your proof of reasonable error and that reasonable steps were taken to correct the error, including remedying the shortfall. See IRS Form 5329 instructions when requesting a waiver. In addition, the excess accumulation penalty tax may be reduced to 10 percent if the failure to take the RMD is corrected within the correction window.

Disaster Tax Relief and Repayment of a Qualified Disaster Recovery Distribution. If your principal place of abode is in a qualified disaster area, a location to which a major disaster has been declared by the President, and you sustained an economic loss due to the qualified disaster, you may take a qualified disaster recovery distribution without an early-distribution additional tax. These qualified disaster recovery distributions are subject to any time periods as defined by law and, if multiple distributions are made for the same event, are aggregated with distributions from other IRAs and eligible retirement plans up to $22,000. A qualified disaster recovery distribution is included ratably in gross income over a three tax year period or, if you elect, all in the year of distribution. In addition, you are allowed three years after the date of receipt to repay all or part of the qualified disaster recovery distribution without being subject to the one rollover per 1-year limitation or the 60-day requirement. Also, amounts received 180 days prior to the qualified disaster for a first-time principal home purchase or construction, but not so used, may be recontributed within prescribed time limits. For additional disaster area information and IRS guidance on associated tax relief, refer to IRS forms, notices and publications, or visit the IRS's website at www.irs.gov/DisasterTaxRelief.

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FINANCIAL DISCLOSURE

The purpose of this Financial Disclosure is to provide you with an IRS required growth projection of the value of your IRA available for withdrawal at the end of each of the first five years of its existence and at the end of the years in which you attain the ages of 60, 65, and 70. Certain assumptions are applied that may vary from your actual investment provisions.

Three projection methods are provided for the situations where the nature of your initial investment allows for a reasonable projection.

The growth projection must be made assuming either a $1,000 contribution made on January 1 of each year or a $1,000 one-time contribution made on January 1 of the first year. The annual contribution represents an initial contribution that is a regular traditional, SEP, or recharacterized regular Roth IRA contribution. One-time contributions include a rollover or a transfer. These projected amounts are not guaranteed.

IRA FEES AND EARLY WITHDRAWAL PENALTIES

This Section Applies To The Projection Method Selected.

The fees and penalties listed below may affect the projected value of your IRA. The disclosed fees and penalties will be included in that projection method applicable to your Financial Disclosure. With the exception of distribution transaction or termination fees, Projection Method One cannot be used if any other IRA Fee or certain Other boxes are checked below, including the Other box under Early Withdrawal Penalty.

Fees:

☐ None

☐ IRA Establishment Fee $ _____

☒ Annual Service/Administration Fee of $ 25 _____

or _____ % of assets will be charged at ☒ end ☐ beginning of each year for purposes of this projection.

☒ Transfer/Direct Rollover Fee $ 25 _____

☐ IRA Distribution Fee $ _____

☒ Other: Conversion/Recharacterization $ 25 or % of Assets

☒ Other: Removal of Excess, Distribution $ 25 or % of Assets

Early Withdrawal Penalty *(Check one):*

☐ None ☐ 3-Month ☐ 6-Month ☐ 12-Month

☐ Other: _____

PROJECTION METHODS *(Check one):*

☐ **Projection Method One—Use Preprinted Tables.**
At the end of this IRA agreement, preprinted financial disclosure tables provide you with the IRA's projected values. The assumptions used to calculate each table's projected IRA values are:

- **Earnings rate** - One-tenth (.1) percent compounded annually on a 365-day year.
- **Projected values** - Calculated using numbers rounded down to the nearest whole dollar ($1.00).
- **Early withdrawal penalties** - The 3-, 6-, and 12-month penalties are calculated on a 30-day month and a 360-day year.
- **Calculated early withdrawal penalty** - The 3-, 6-, and 12-month penalties are not rounded prior to subtraction from the No Penalty column's projected value.

If a fee is disclosed for a distribution (e.g., transfer or direct rollover) transaction or an IRA termination, we will complete the *After Fees Values* section below the tables taking the fee(s) into account for each applicable projected value.

How to use the tables. These financial disclosure tables do not accommodate certain fees that may be charged to this IRA such as annual administration or establishment fees. Your projection will come from the *Annual Contributions Table* if your initial IRA contribution is a regular traditional, SEP, or recharacterized regular Roth IRA contribution. The *Other Contributions Table* will be used if your initial contribution is a rollover or a transfer. The top section of each table provides the projected values at the end of the first five years of the IRA. Find your age as of January 1 of this year of establishment on the appropriate table. If your birthday is January 1 of this year, find your age as of December 31 of the previous year. The amounts to the right of your age are the projected values of your IRA at the end of the year you attain age 60, 65, and 70. See IRA FEES AND EARLY WITHDRAWAL PENALTIES to determine the applicable early withdrawal penalty column to use for your projection.

☐ **Projection Method Two—Custom Projection.**
Your IRA's values projected below are based on the following assumptions *(Check one):*

☐ Annual Contributions.

☐ Rollover/Transfer (one-time) Contribution.

Your age on January 1 of this initial contribution year: _____

Earnings Rate: _____ %

Compounding Method: _____

_____ .

Early Withdrawal Penalty Calculation Method: _____

_____ .

End of Year	Projected Value	Age	Projected Value
1	$ _____	60	$ _____
2	$ _____	65	$ _____
3	$ _____	70	$ _____
4	$ _____		
5	$ _____		

☐ **Projection Method Three—See Separate Financial Disclosure and Assumptions Provided by Your IRA's Custodian.**

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FINANCIAL DISCLOSURE - PROJECTION METHOD ONE

ANNUAL CONTRIBUTIONS TABLE

End of Year	No Penalty	3-Month Penalty	6-Month Penalty	12-Month Penalty
1	1,001	1,000	1,000	1,000
2	2,003	2,002	2,002	2,001
3	3,006	3,005	3,004	3,003
4	4,010	4,009	4,008	4,006
5	5,015	5,013	5,012	5,010

	No Penalty			3-Month Penalty			6-Month Penalty			12-Month Penalty		
Age	60	65	70	60	65	70	60	65	70	60	65	70
1	60,804	66,124	71,470	60,789	66,107	71,452	60,774	66,091	71,434	60,743	66,058	71,399
2	59,743	65,058	70,399	59,729	65,042	70,381	59,714	65,025	70,364	59,684	64,993	70,328
3	58,684	63,993	69,328	58,669	63,977	69,311	58,654	63,961	69,294	58,625	63,929	69,259
4	57,625	62,929	68,259	57,611	62,913	68,242	57,596	62,897	68,225	57,568	62,866	68,191
5	56,568	61,866	67,191	56,553	61,851	67,174	56,539	61,835	67,157	56,511	61,804	67,124
6	55,511	60,804	66,124	55,497	60,789	66,107	55,483	60,774	66,091	55,456	60,743	66,058
7	54,456	59,743	65,058	54,442	59,729	65,042	54,428	59,714	65,025	54,401	59,684	64,993
8	53,401	58,684	63,993	53,388	58,669	63,977	53,375	58,654	63,961	53,348	58,625	63,929
9	52,348	57,625	62,929	52,335	57,611	62,913	52,322	57,596	62,897	52,296	57,568	62,866
10	51,296	56,568	61,866	51,283	56,553	61,851	51,270	56,539	61,835	51,244	56,511	61,804
11	50,244	55,511	60,804	50,232	55,497	60,789	50,219	55,483	60,774	50,194	55,456	60,743
12	49,194	54,456	59,743	49,182	54,442	59,729	49,170	54,428	59,714	49,145	54,401	59,684
13	48,145	53,401	58,684	48,133	53,388	58,669	48,121	53,375	58,654	48,097	53,348	58,625
14	47,097	52,348	57,625	47,085	52,335	57,611	47,073	52,322	57,596	47,050	52,296	57,568
15	46,050	51,296	56,568	46,038	51,283	56,553	46,027	51,270	56,539	46,004	51,244	56,511
16	45,004	50,244	55,511	44,993	50,232	55,497	44,981	50,219	55,483	44,959	50,194	55,456
17	43,959	49,194	54,456	43,948	49,182	54,442	43,937	49,170	54,428	43,915	49,145	54,401
18	42,915	48,145	53,401	42,904	48,133	53,388	42,894	48,121	53,375	42,872	48,097	53,348
19	41,872	47,097	52,348	41,862	47,085	52,335	41,851	47,073	52,322	41,830	47,050	52,296
20	40,830	46,050	51,296	40,820	46,038	51,283	40,810	46,027	51,270	40,789	46,004	51,244
21	39,789	45,004	50,244	39,780	44,993	50,232	39,770	44,981	50,219	39,750	44,959	50,194
22	38,750	43,959	49,194	38,740	43,948	49,182	38,730	43,937	49,170	38,711	43,915	49,145
23	37,711	42,915	48,145	37,702	42,904	48,133	37,692	42,894	48,121	37,673	42,872	48,097
24	36,673	41,872	47,097	36,664	41,862	47,085	36,655	41,851	47,073	36,637	41,830	47,050
25	35,637	40,830	46,050	35,628	40,820	46,038	35,619	40,810	46,027	35,601	40,789	46,004
26	34,601	39,789	45,004	34,592	39,780	44,993	34,584	39,770	44,981	34,567	39,750	44,959
27	33,567	38,750	43,959	33,558	38,740	43,948	33,550	38,730	43,937	33,533	38,711	43,915
28	32,533	37,711	42,915	32,525	37,702	42,904	32,517	37,692	42,894	32,501	37,673	42,872
29	31,501	36,673	41,872	31,493	36,664	41,862	31,485	36,655	41,851	31,469	36,637	41,830
30	30,469	35,637	40,830	30,461	35,628	40,820	30,454	35,619	40,810	30,439	35,601	40,789
31	29,439	34,601	39,789	29,431	34,592	39,780	29,424	34,584	39,770	29,409	34,567	39,750
32	28,409	33,567	38,750	28,402	33,558	38,740	28,395	33,550	38,730	28,381	33,533	38,711
33	27,381	32,533	37,711	27,374	32,525	37,702	27,367	32,517	37,692	27,353	32,501	37,673
34	26,353	31,501	36,673	26,347	31,493	36,664	26,340	31,485	36,655	26,327	31,469	36,637
35	25,327	30,469	35,637	25,321	30,461	35,628	25,314	30,454	35,619	25,302	30,439	35,601
36	24,302	29,439	34,601	24,296	29,431	34,592	24,290	29,424	34,584	24,278	29,409	34,567
37	23,278	28,409	33,567	23,272	28,402	33,558	23,266	28,395	33,550	23,254	28,381	33,533
38	22,254	27,381	32,533	22,249	27,374	32,525	22,243	27,367	32,517	22,232	27,353	32,501
39	21,232	26,353	31,501	21,227	26,347	31,493	21,221	26,340	31,485	21,211	26,327	31,469
40	20,211	25,327	30,469	20,206	25,321	30,461	20,201	25,314	30,454	20,191	25,302	30,439
41	19,191	24,302	29,439	19,186	24,296	29,431	19,181	24,290	29,424	19,172	24,278	29,409
42	18,172	23,278	28,409	18,167	23,272	28,402	18,162	23,266	28,395	18,153	23,254	28,381
43	17,153	22,254	27,381	17,149	22,249	27,374	17,145	22,243	27,367	17,136	22,232	27,353
44	16,136	21,232	26,353	16,132	21,227	26,347	16,128	21,221	26,340	16,120	21,211	26,327
45	15,120	20,211	25,327	15,116	20,206	25,321	15,113	20,201	25,314	15,105	20,191	25,302
46	14,105	19,191	24,302	14,101	19,186	24,296	14,098	19,181	24,290	14,091	19,172	24,278
47	13,091	18,172	23,278	13,088	18,167	23,272	13,084	18,162	23,266	13,078	18,153	23,254
48	12,078	17,153	22,254	12,075	17,149	22,249	12,072	17,145	22,243	12,066	17,136	22,232
49	11,066	16,136	21,232	11,063	16,132	21,227	11,060	16,128	21,221	11,055	16,120	21,211
50	10,055	15,120	20,211	10,052	15,116	20,206	10,050	15,113	20,201	10,045	15,105	20,191
51	9,045	14,105	19,191	9,042	14,101	19,186	9,040	14,098	19,181	9,036	14,091	19,172
52	8,036	13,091	18,172	8,034	13,088	18,167	8,032	13,084	18,162	8,028	13,078	18,153
53	7,028	12,078	17,153	7,026	12,075	17,149	7,024	12,072	17,145	7,021	12,066	17,136
54	6,021	11,066	16,136	6,019	11,063	16,132	6,018	11,060	16,128	6,015	11,055	16,120
55	5,015	10,055	15,120	5,013	10,052	15,116	5,012	10,050	15,113	5,010	10,045	15,105
56	4,010	9,045	14,105	4,009	9,042	14,101	4,008	9,040	14,098	4,006	9,036	14,091
57	3,006	8,036	13,091	3,005	8,034	13,088	3,004	8,032	13,084	3,003	8,028	13,078
58	2,003	7,028	12,078	2,002	7,026	12,075	2,002	7,024	12,072	2,001	7,021	12,066
59	1,001	6,021	11,066	1,000	6,019	11,063	1,000	6,018	11,060	1,000	6,015	11,055
60	N/A	5,015	10,055	N/A	5,013	10,052	N/A	5,012	10,050	N/A	5,010	10,045
61	N/A	4,010	9,045	N/A	4,009	9,042	N/A	4,008	9,040	N/A	4,006	9,036
62	N/A	3,006	8,036	N/A	3,005	8,034	N/A	3,004	8,032	N/A	3,003	8,028
63	N/A	2,003	7,028	N/A	2,002	7,026	N/A	2,002	7,024	N/A	2,001	7,021
64	N/A	1,001	6,021	N/A	1,000	6,019	N/A	1,000	6,018	N/A	1,000	6,015
65	N/A	N/A	5,015	N/A	N/A	5,013	N/A	N/A	5,012	N/A	N/A	5,010
66	N/A	N/A	4,010	N/A	N/A	4,009	N/A	N/A	4,008	N/A	N/A	4,006
67	N/A	N/A	3,006	N/A	N/A	3,005	N/A	N/A	3,004	N/A	N/A	3,003
68	N/A	N/A	2,003	N/A	N/A	2,002	N/A	N/A	2,002	N/A	N/A	2,001
69	N/A	N/A	1,001	N/A	N/A	1,000	N/A	N/A	1,000	N/A	N/A	1,000

OTHER CONTRIBUTIONS TABLE

End of Year	No Penalty	3-Month Penalty	6-Month Penalty	12-Month Penalty
1	1,001	1,000	1,000	1,000
2	1,002	1,001	1,001	1,001
3	1,003	1,002	1,002	1,002
4	1,004	1,003	1,003	1,003
5	1,005	1,004	1,004	1,004

	No Penalty			3-Month Penalty			6-Month Penalty			12-Month Penalty		
Age	60	65	70	60	65	70	60	65	70	60	65	70
1	1,060	1,066	1,071	1,060	1,065	1,071	1,060	1,065	1,070	1,059	1,064	1,070
2	1,059	1,064	1,070	1,059	1,064	1,070	1,059	1,064	1,069	1,058	1,063	1,069
3	1,058	1,063	1,069	1,058	1,063	1,068	1,058	1,063	1,068	1,057	1,062	1,068
4	1,057	1,062	1,068	1,057	1,062	1,067	1,057	1,062	1,067	1,056	1,061	1,067
5	1,056	1,061	1,067	1,056	1,061	1,066	1,055	1,061	1,066	1,055	1,060	1,066
6	1,055	1,060	1,066	1,055	1,060	1,065	1,054	1,060	1,065	1,054	1,059	1,064
7	1,054	1,059	1,064	1,054	1,059	1,064	1,053	1,059	1,064	1,053	1,058	1,063
8	1,053	1,058	1,063	1,053	1,058	1,063	1,052	1,058	1,063	1,052	1,057	1,062
9	1,052	1,057	1,062	1,052	1,057	1,062	1,051	1,057	1,062	1,051	1,056	1,061
10	1,051	1,056	1,061	1,050	1,056	1,061	1,050	1,055	1,061	1,050	1,055	1,060
11	1,050	1,055	1,060	1,049	1,055	1,060	1,049	1,054	1,060	1,049	1,054	1,059
12	1,049	1,054	1,059	1,048	1,054	1,059	1,048	1,053	1,059	1,048	1,053	1,058
13	1,048	1,053	1,058	1,047	1,053	1,058	1,047	1,052	1,058	1,047	1,052	1,057
14	1,047	1,052	1,057	1,046	1,052	1,057	1,046	1,051	1,057	1,046	1,051	1,056
15	1,046	1,051	1,056	1,045	1,050	1,056	1,045	1,050	1,055	1,044	1,050	1,055
16	1,044	1,050	1,055	1,044	1,049	1,055	1,044	1,049	1,054	1,043	1,049	1,054
17	1,043	1,049	1,054	1,043	1,048	1,054	1,043	1,048	1,053	1,042	1,048	1,053
18	1,042	1,048	1,053	1,042	1,047	1,053	1,042	1,047	1,052	1,041	1,047	1,052
19	1,041	1,047	1,052	1,041	1,046	1,052	1,041	1,046	1,051	1,040	1,046	1,051
20	1,040	1,046	1,051	1,040	1,045	1,050	1,040	1,045	1,050	1,039	1,044	1,050
21	1,039	1,044	1,050	1,039	1,044	1,049	1,039	1,044	1,049	1,038	1,043	1,049
22	1,038	1,043	1,049	1,038	1,043	1,048	1,038	1,043	1,048	1,037	1,042	1,048
23	1,037	1,042	1,048	1,037	1,042	1,047	1,037	1,042	1,047	1,036	1,041	1,047
24	1,036	1,041	1,047	1,036	1,041	1,046	1,036	1,041	1,046	1,035	1,040	1,046
25	1,035	1,040	1,046	1,035	1,040	1,045	1,035	1,040	1,045	1,034	1,039	1,044
26	1,034	1,039	1,044	1,034	1,039	1,044	1,034	1,039	1,044	1,033	1,038	1,043
27	1,033	1,038	1,043	1,033	1,038	1,043	1,033	1,038	1,043	1,032	1,037	1,042
28	1,032	1,037	1,042	1,032	1,037	1,042	1,032	1,037	1,042	1,031	1,036	1,041
29	1,031	1,036	1,041	1,031	1,036	1,041	1,030	1,036	1,041	1,030	1,035	1,040
30	1,030	1,035	1,040	1,030	1,035	1,040	1,029	1,035	1,040	1,029	1,034	1,039
31	1,029	1,034	1,039	1,029	1,034	1,039	1,028	1,034	1,039	1,028	1,033	1,038
32	1,028	1,033	1,038	1,028	1,033	1,038	1,027	1,033	1,038	1,027	1,032	1,037
33	1,027	1,032	1,037	1,027	1,032	1,037	1,026	1,032	1,037	1,026	1,031	1,036
34	1,026	1,031	1,036	1,026	1,031	1,036	1,025	1,030	1,036	1,025	1,030	1,035
35	1,025	1,030	1,035	1,025	1,030	1,035	1,024	1,029	1,035	1,024	1,029	1,034
36	1,024	1,029	1,034	1,024	1,029	1,034	1,023	1,028	1,034	1,023	1,028	1,033
37	1,023	1,028	1,033	1,023	1,028	1,033	1,022	1,027	1,033	1,022	1,027	1,032
38	1,022	1,027	1,032	1,021	1,027	1,032	1,021	1,026	1,032	1,021	1,026	1,031
39	1,021	1,026	1,031	1,020	1,026	1,031	1,020	1,025	1,030	1,020	1,025	1,030
40	1,020	1,025	1,030	1,019	1,025	1,030	1,019	1,024	1,029	1,019	1,024	1,029
41	1,019	1,024	1,029	1,018	1,024	1,029	1,018	1,023	1,028	1,018	1,023	1,028
42	1,018	1,023	1,028	1,017	1,023	1,028	1,017	1,022	1,027	1,017	1,022	1,027
43	1,017	1,022	1,027	1,016	1,021	1,027	1,016	1,021	1,026	1,016	1,021	1,026
44	1,016	1,021	1,026	1,015	1,020	1,026	1,015	1,020	1,025	1,015	1,020	1,025
45	1,015	1,020	1,025	1,014	1,019	1,025	1,014	1,019	1,024	1,014	1,019	1,024
46	1,014	1,019	1,024	1,013	1,018	1,024	1,013	1,018	1,023	1,013	1,018	1,023
47	1,013	1,018	1,023	1,012	1,017	1,023	1,012	1,017	1,022	1,012	1,017	1,022
48	1,012	1,017	1,022	1,011	1,016	1,021	1,011	1,016	1,021	1,011	1,016	1,021
49	1,011	1,016	1,021	1,010	1,015	1,020	1,010	1,015	1,020	1,010	1,015	1,020
50	1,010	1,015	1,020	1,009	1,014	1,019	1,009	1,014	1,019	1,009	1,014	1,019
51	1,009	1,014	1,019	1,008	1,013	1,018	1,008	1,013	1,018	1,008	1,013	1,018
52	1,008	1,013	1,018	1,007	1,012	1,017	1,007	1,012	1,017	1,007	1,012	1,017
53	1,007	1,012	1,017	1,006	1,011	1,016	1,006	1,011	1,016	1,006	1,011	1,016
54	1,006	1,011	1,016	1,005	1,010	1,015	1,005	1,010	1,015	1,005	1,010	1,015
55	1,005	1,010	1,015	1,004	1,009	1,014	1,004	1,009	1,014	1,004	1,009	1,014
56	1,004	1,009	1,014	1,003	1,008	1,013	1,003	1,008	1,013	1,003	1,008	1,013
57	1,003	1,008	1,013	1,002	1,007	1,012	1,002	1,007	1,012	1,002	1,007	1,012
58	1,002	1,007	1,012	1,001	1,006	1,011	1,001	1,006	1,011	1,001	1,006	1,011
59	1,001	1,006	1,011	1,000	1,005	1,010	1,000	1,005	1,010	1,000	1,005	1,010
60	N/A	1,005	1,010	N/A	1,004	1,009	N/A	1,004	1,009	N/A	1,004	1,009
61	N/A	1,004	1,009	N/A	1,003	1,008	N/A	1,003	1,008	N/A	1,003	1,008
62	N/A	1,003	1,008	N/A	1,002	1,007	N/A	1,002	1,007	N/A	1,002	1,007
63	N/A	1,002	1,007	N/A	1,001	1,006	N/A	1,001	1,006	N/A	1,001	1,006
64	N/A	1,001	1,006	N/A	1,000	1,005	N/A	1,000	1,005	N/A	1,000	1,005
65	N/A	N/A	1,005	N/A	N/A	1,004	N/A	N/A	1,004	N/A	N/A	1,004
66	N/A	N/A	1,004	N/A	N/A	1,003	N/A	N/A	1,003	N/A	N/A	1,003
67	N/A	N/A	1,003	N/A	N/A	1,002	N/A	N/A	1,002	N/A	N/A	1,002
68	N/A	N/A	1,002	N/A	N/A	1,001	N/A	N/A	1,001	N/A	N/A	1,001
69	N/A	N/A	1,001	N/A	N/A	1,000	N/A	N/A	1,000	N/A	N/A	1,000

How to determine the After Fees Values. If we disclosed a distribution transaction or termination fee in IRA FEES AND EARLY WITHDRAWAL PENALTIES, we have completed the *After Fees Values* section to reflect your IRA's projected values for the first five years and for ages 60, 65 and 70, if applicable. You may calculate the projected value for additional years. Follow the steps under *How to use the tables*. Reduce the values by the amount of any distribution transaction or termination fees and fill in the amounts.

AFTER FEES VALUES (if applicable)

End of Year		Age	
1	$ _____	60	$ _____
2	$ _____	65	$ _____
3	$ _____	70	$ _____
4	$ _____		
5	$		

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