NORTH SQUARE
INVESTMENTS

SIMPLE IRA Custodial Account Adoption Agreement

Please complete this application to establish a new SIMPLE IRA. This application must be preceded or accompanied by a current 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 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. PARTICIPANT ACCOUNT REGISTRATION

Name (First, Middle, Last)

Social Security Number

Street Address

Date of Birth

City, State, ZIP

Cell Phone Number

Email Address

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. DUPLICATE STATEMENTS (For Dealers, Financial Planners, Interested Parties)

Name

Company

Street Address

City, State, ZIP

Email Address

Daytime Telephone

Broker/Dealer Code

Branch (if applicable)

Please mark the appropriate box:

○ Interested Party ○ Broker/Dealer ○ Financial Planner ○ Trust Administrator

3. TYPE OF SIMPLE IRA ACCOUNT Check either (a) or (b)

a) ○ New account in connection with a SIMPLE IRA Plan maintained by your employer.

b) ○ Transfer from another SIMPLE IRA, which was part of a SIMPLE IRA Plan maintained by a current or previous employer. Complete the following:

1. Amount to be transferred: $ **(You must also complete the Individual Retirement Transfer of Assets Form)**

2. Date of first contribution to Participant's prior SIMPLE IRA Plan:

4. EMPLOYER INFORMATION

Name of Current Employer

Contact Name (including title)

Employer's Street Address

Contact's Phone Number

City, State, ZIP

Email Address

[1] Type of Employer SIMPLE IRA Plan: "Non-DFI Plan". Under a "Non-DFI Plan" (which may be established using IRS Form 5304-SIMPLE), eligible employees establish a SIMPLE IRA with the financial institution of their choice. Contributions are transmitted by the employer to each eligible employee's SIMPLE IRA.

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

This investment, as well as all future contributions, will be invested as directed below. I am aware that I am allowed to change this designation according to the terms of my employer's plan, and that I must notify my employer directly of these changes.

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 A or 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 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: _____

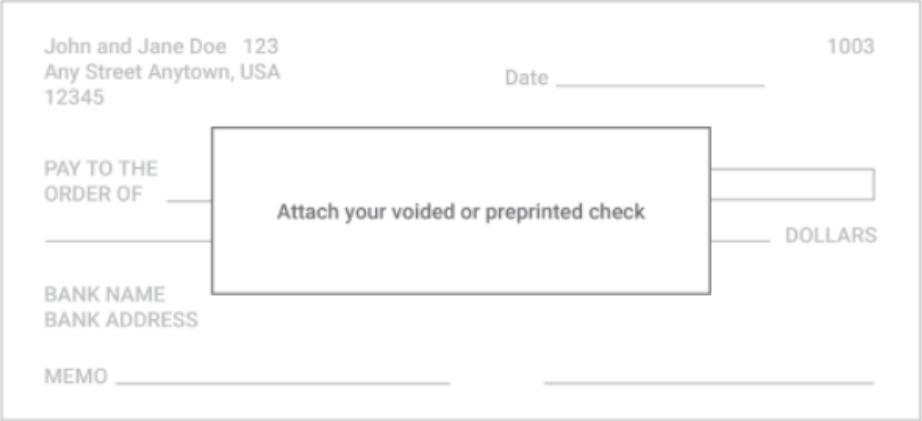
6. BANK INFORMATION

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.



7. TELEPHONE PRIVILEGES

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

☐ No, I do not want telephone privileges

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 Beneficiaries

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 Beneficiaries

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. 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)

10. 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.

11. 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

12. 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 the North Square Funds promptly in writing if any information contained in this application changes.

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 the 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

13. 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.*

SIMPLE IRA

SIMPLE Individual Retirement Account

Custodial

(includes self-direction)

ADDITIONAL INFORMATION

Purpose. This Organizer contains the forms necessary to establish a SIMPLE individual retirement account (SIMPLE IRA) for a SIMPLE participant.

How to use this SIMPLE IRA Organizer. The individual establishing this SIMPLE IRA must complete the Application page. The SIMPLE IRA owner must sign the document. An original signed copy of the Application should be kept by the custodian for its records. The SIMPLE IRA owner should receive a copy of the Application and keep the remaining contents of the SIMPLE IRA Organizer. Community or marital property state laws may require spousal consent for nonspouse beneficiary designations.

Additional Documents. Applicable law or policies of the SIMPLE IRA custodian may require additional documentation such as IRS Form W-9, *Request for Taxpayer Identification Number and Certification*.

For Additional Guidance. It is in your best interest to seek the guidance of a tax or legal professional before completing this document. For more information, refer to Internal Revenue Service (IRS) Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* IRS Publication 560, *Retirement Plans for Small Business (SEP, SIMPLE and Qualified Plans)*, IRS Form 5498, *IRA Contribution Information,* instructions to your federal income tax return, or the IRS's website at www.irs.gov.

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SIMPLE Individual Retirement Custodial Account

Form **5305-SA** (Under section 408(p) of the Internal Revenue Code) (April 2017) Department of the Treasury Internal Revenue Service

Do not File With the Internal Revenue Service

Check if transfer SIMPLE IRA ..... ▶ ☐

Check if amendment ..... ▶ ☐

The participant and the custodian make the following agreement:

Article I. The custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant and, after the 2-year period of participation defined in section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in section 402(c)(8)(B)) other than a Roth IRA or a designated Roth account. No other contributions will be accepted by the custodian.

Article II. The participant'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 participant'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 participant's entire interest in the custodial account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70 1/2. By that date, the participant 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 participant or the joint lives of the participant and his or her designated beneficiary.

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

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

(i) the designated beneficiary is the participant'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 participant'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 participant 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 participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

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

4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant'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 participant'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 participant reaches age 70 1/2, is the participant'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 participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant'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 participant's (or, if applicable, the participant 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 participant's death (or the year the participant 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 participant 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 IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V.

1. The participant agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.

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

3. The custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

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 sections 408(a) and 408(p) 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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All rights reserved.

Article VIII.

8.01 Your SIMPLE IRA Documents. This Internal Revenue Service (IRS) Forms 5305 series agreement for SIMPLE IRAs, amendments, application, beneficiary designation, disclosure statement, and other documentation, if any, set forth the terms and conditions governing your Savings Incentive Match Plan for Employees of Small Employers (SIMPLE) individual retirement account (IRA) and your 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 SIMPLE 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 participant, and us as the custodian. References to "you," "your," and "SIMPLE IRA owner" will mean the participant, 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 SIMPLE IRA, such agent will be considered "you" for purposes of this agreement. Additionally, references to "SIMPLE IRA" will mean the custodial account.

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 Designated Financial Institution. Your employer may have named us as the designated financial institution (DFI). If we are a DFI, you must maintain your SIMPLE IRA with us to receive your employer's SIMPLE IRA contributions. Our procedures for withdrawal, which is part of your employer's SIMPLE documents, provides you with information on how you can transfer your SIMPLE IRA assets to another custodian or trustee without cost or penalty during the year.

8.05 Our Fees and Expenses. We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your SIMPLE IRA unless, as a DFI, we must transfer your SIMPLE IRA assets without cost or penalty. 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 SIMPLE 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.

8.06 Amendments. We may amend your SIMPLE 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 SIMPLE 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 SIMPLE 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.

8.07 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.

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

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

8.10 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.

8.11 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 SIMPLE 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 SIMPLE 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.

8.12 Investment of SIMPLE IRA Assets.

(a) SIMPLE IRA Investment Options. In our capacity as your SIMPLE IRA custodian, we provide various options concerning types of investments and investment direction. At the time you established or amended your SIMPLE IRA we provided you with two investment options: deposit investments only or self-directed investments. This section describes each of these options. We will provide you with any required disclosures concerning your specific investments.

(1) Deposit Investments Only. If your SIMPLE IRA allows for deposit investments only, the deposit investments provided by us will be limited to savings, share, or money market accounts, and certificates of deposit (CDs), and will earn a reasonable rate.

(2) Self-Directed SIMPLE IRA Investments. If your SIMPLE IRA is self-directed, you may invest your contributions and SIMPLE IRA assets in various deposit and nondeposit investments. Nondeposit investments may include investments in property, annuities, mutual funds, stocks, bonds, and government, municipal and U.S. Treasury securities, and other similar investments. Most, if not all, of the investments we offer are subject to investment risks, including possible loss of the principal amount invested.

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

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laws governing retirement plans. Your SIMPLE IRA investments will generally be registered in our name or our nominee's name for the benefit of your SIMPLE 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 SIMPLE 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. For investments in securities, we will exercise voting rights and other similar rights only at your direction, and according to our then current policies and procedures.

(d) Investment Fees and Asset Liquidation. Certain investment-related fees, which apply to your SIMPLE IRA, must be charged to your SIMPLE IRA and cannot be paid by you. We have the right to liquidate your SIMPLE IRA assets to pay fees and expenses, federal tax levies, or other assessments on your SIMPLE IRA investments. 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.

(e) Qualifying Longevity Annuity Contract (QLAC). A QLAC is an investment vehicle and payout option we may choose to allow or purchase on your behalf. In summary, a QLAC is an annuity contract purchased from an insurance company that provides a delayed annuity payment starting date which will be after your required beginning date but must begin no later than the first day of the month following your 85th birthday. Premiums paid from your IRA to purchase a QLAC are limited to $200,000 (subject to annual cost-of-living adjustments, if any). The $200,000 limit is also reduced by the amount of premium you paid from an employer-sponsored retirement plan (i.e., 401(k) plan) to purchase a QLAC. We may rely on your representations that premiums paid for your QLAC(s) in other IRAs or employer plans do not exceed the $200,000 limit. Please refer to the Disclosure Statement for additional QLAC information.

8.13 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 may be in cash or in kind based on our policies. In-kind distributions will be valued according to our policies at the time of the distribution.

Required minimum distributions will be based on Treasury Regulations in addition to our then current policies and procedures. The required minimum distribution regulations are described within the Disclosure Statement. In the event you fail to take a required minimum distribution we may do nothing, distribute your entire SIMPLE IRA balance, or distribute the amount of your required minimum distribution based on our own calculation.

8.14 Cash or In-Kind Contributions. We may accept transfers, rollovers, or other similar transactions in cash or in kind from other IRAs and as allowed by law. Prior to completing such transactions we may require that you provide certain information in a format acceptable to us. In-kind contributions will be valued according to our policies and procedures at the time of the contribution.

8.15 Reports and Records. We will maintain the records necessary for IRS reporting on this SIMPLE IRA. Required reports will be provided to you 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 SIMPLE 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 SIMPLE 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, distribute the assets to you in kind, or liquidate the assets and 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 SIMPLE IRA.

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

General Instructions

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

Purpose of Form

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

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

For more information on SIMPLE IRAs, including the required disclosures the custodian must give the participant, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements (IRAs); **Pub. 590-B**, Distributions from Individual Retirement Arrangements (IRAs); and **Pub. 560**, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans).

Definitions

Participant. The participant is the person who establishes the custodial account.

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.

Transfer SIMPLE IRA

This SIMPLE IRA is a "transfer SIMPLE IRA" if it is not the original recipient of contributions under any SIMPLE IRA plan. The summary description requirements of section 408(l)(2) do not apply to transfer SIMPLE IRAs.

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 participant 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 participant 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 participant, etc. Attach additional pages if necessary.

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SIMPLE IRA DISCLOSURE STATEMENT

Right to Revoke Your SIMPLE IRA. With some exceptions, you have the right to revoke this Savings Incentive Match Plan for Employees of Small Employers (SIMPLE) individual retirement account (IRA) within seven days of receiving this Disclosure Statement. If you revoke your SIMPLE IRA, we will return your entire SIMPLE IRA contribution without any adjustment for items such as sales commissions, administrative expenses, or fluctuation in market value. However, you do not have the right to revoke upon amendment of this agreement.

You may revoke your SIMPLE 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 SIMPLE 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, and your beneficiaries after your death, with a summary of the rules and regulations governing your SIMPLE IRA.

Definitions. The IRS Forms 5305 series agreement contains a definitions section. The definitions found in such section apply to this agreement. The IRS refers to you as the participant, and us as the custodian. References to "you," "your," and "SIMPLE IRA owner" will mean the participant, 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 SIMPLE IRA, such agent will be considered "you" for purposes of this agreement. Additionally, references to "SIMPLE IRA" will mean the custodial account.

For Additional Guidance. It is in your best interest to seek the guidance of a tax or legal professional before completing any SIMPLE IRA establishment documents. For more information, you can also refer to your employer's SIMPLE documents, IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs),* IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* IRS Publication 560, *Retirement Plans for Small Business (SEP, SIMPLE and Qualified Plans)*, instructions to your federal income tax return, or the IRS's website at www.irs.gov.

Your Employer's SIMPLE. SIMPLE IRAs are established for the sole purpose of receiving and maintaining contributions made on your behalf according to your employer's SIMPLE plan. Questions concerning your employer's plan provisions, including eligibility and contribution restrictions, should be directed to your employer and plan administrator. The summary description provided to you by your employer may also provide valuable information.

SIMPLE IRA Restrictions and Approval.

1. **IRS Form 5305-SA or 5305-S Agreement.** This Disclosure Statement and the IRS Forms 5305 series agreement, amendments, application, and additional provisions set forth the terms and conditions governing your SIMPLE IRA. Such documents are the agreement.
2. **Individual/Beneficiary Benefit.** This SIMPLE IRA must be for the exclusive benefit of you, and upon your death, your beneficiaries. The SIMPLE IRA must be 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 SIMPLE IRA application you may designate any person(s) as your beneficiary to receive your SIMPLE 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 SIMPLE 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 SIMPLE IRA assets under a subsequently filed designation or for any other reason.
4. **Cash Contributions.** SIMPLE IRA contributions must be in cash, which may include a check, money order or wire transfer. It is within our discretion to accept in-kind contributions for rollovers or transfers.
5. **SIMPLE IRA Custodian.** A SIMPLE 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 SIMPLE IRA custodian.
6. **Prohibition Against Life Insurance and Commingling.** None of your SIMPLE 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 SIMPLE IRA are not forfeitable.
8. **Collectibles.** Generally, none of your SIMPLE 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 SIMPLE 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.
9. **Cash or In-Kind Rollovers.** You may be eligible to make a rollover contribution of your SIMPLE IRA distribution, in cash or in kind, to a SIMPLE IRA, traditional IRA, or certain employer-sponsored eligible retirement plans. Rollovers to and from SIMPLE IRAs, traditional IRAs, and eligible retirement plans are described in greater detail elsewhere in this Disclosure Statement.
10. **Required Minimum Distribution (RMD) Rules.** Your SIMPLE IRA is subject to the RMD rules summarized in this agreement.
11. **No Prohibited Transactions.** If this account stops being a SIMPLE 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 SIMPLE IRA, you will have a taxable gain that is includible in your income.
12. **No Pledging.** If you use a part of your SIMPLE IRA as security for a loan, that part is treated as a distribution and is included in your gross income. You may have to pay the 10% additional tax on early distributions.
13. **IRS Approval of Form.** This agreement includes an IRS Form 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 SIMPLE 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 SIMPLE IRA in certain situations, including payroll deductions, deferrals, beneficiary designations, agency relationships, spousal consent, unclaimed property, taxes, tax withholding, and reporting.

SIMPLE IRA Eligibility and Contributions.

Employer Contributions. Your employer is responsible for establishing the SIMPLE eligibility requirements and determining if you are eligible to participate in its SIMPLE. You may elect salary (including catch-up) deferral contributions that together with your employer's matching or non-elective contributions, as dictated by the employer's SIMPLE plan, may be made to this SIMPLE IRA. Your SIMPLE IRA cannot accept traditional IRA or Roth IRA contributions. Your employer is responsible for verifying the SIMPLE eligibility requirements and determining the SIMPLE contribution amounts.

Nonrefundable Tax Credit. You may be eligible to take a tax credit for your salary deferrals to your employer's SIMPLE. 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.

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

1. **SIMPLE IRA-to-SIMPLE IRA Transfers.** You may transfer all or a portion of your SIMPLE IRA assets from one SIMPLE IRA to another SIMPLE IRA. A SIMPLE IRA transfer means that the SIMPLE IRA assets move from one SIMPLE IRA to another in a manner that prevents you from cashing or liquidating the SIMPLE IRA assets, or even depositing the assets anywhere except in the receiving SIMPLE 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 SIMPLE IRA assets.
2. **SIMPLE IRA-to-SIMPLE IRA Rollovers.** A SIMPLE IRA rollover is another way to move assets tax-free between SIMPLE IRAs. You may roll over all or a portion of your SIMPLE IRA assets by taking a distribution from a SIMPLE IRA and recontributing it as a rollover contribution into the same or another SIMPLE IRA. A rollover contribution is irrevocable. You must report your SIMPLE IRA rollover to the IRS on your federal income tax return. Your contribution may only be designated as a rollover if the SIMPLE 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 (including SEP), SIMPLE, and Roth 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. **Two-Year Holding Period.** You, or your beneficiary upon your death, 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 your employer's SIMPLE, which is the initial contribution date. This document refers to such time frame as the two-year holding period. If you participated in SIMPLEs of different employers, the initial contribution date and two-year period are determined separately for SIMPLE assets from each employer.
4. **Transfers Due to Divorce.** Your former spouse, pursuant to a divorce decree or legal separation order, may transfer assets from your SIMPLE IRA to his/her SIMPLE or traditional IRA.
5. **Rollovers and Transfers to Traditional IRAs.** You may not roll over or transfer assets from a SIMPLE IRA to a traditional IRA until the two-year holding period has expired. The one per 1-year limitation applies to rollovers to traditional IRAs after the two-year holding period has expired.
6. **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.
7. **Rollovers to SIMPLE IRAs.** You are able to roll over amounts from an eligible retirement plan or an IRA into a SIMPLE IRA as follows: 1) During the first 2 years of participation in a SIMPLE IRA, you may roll over amounts from one SIMPLE IRA into another SIMPLE IRA, and 2) After the first 2 years of participation in a SIMPLE IRA, you may roll over amounts from a SIMPLE IRA, an eligible retirement plan or an IRA into a SIMPLE IRA.
8. **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.
9. **SIMPLE IRA to Employer-Sponsored Eligible Retirement Plans.** If the two-year holding period has expired, you may directly or indirectly roll over a taxable distribution from your SIMPLE IRA to an employer-sponsored eligible retirement plan, which accepts rollover contributions. 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.
10. **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 an indefinite period), and take a SIMPLE IRA distribution after September 11, 2001, and before the end of your active duty, you may make one or more contributions of these assets to an IRA within two years of the end of your active duty.
11. **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 an 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.
12. **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.

Movement of Assets Between SIMPLE and Roth IRAs.

SIMPLE IRA to Roth IRA Conversions. You may convert all or a portion of your SIMPLE IRA assets to a Roth IRA, including SEP Roth and SIMPLE Roth IRAs. Your conversion assets are subject to federal income tax. Your conversion must be reported to the IRS. You may not convert SIMPLE IRA assets to a Roth IRA until the two-year holding period has expired. The 10 percent early-distribution penalty 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.

SIMPLE IRA Distributions. You, or after your death your beneficiary, may take a SIMPLE IRA distribution, in cash or in kind based on our policies, at any time. However, depending on the timing and amount of your distribution you may be subject to income taxes or penalty taxes.

1. **SIMPLE IRA Excess Contributions.** Excess contributions to your SIMPLE IRA may include the result of your elective (including catch-up) deferrals exceeding the calendar year dollar amount limits, your employer making matching or nonelective contributions which exceed the limits for these contributions, or your employer making contributions to your SIMPLE IRA after the date your employer determines it was not eligible to maintain the SIMPLE plan.

   In order for you to avoid a 6 percent excess contribution penalty, excess contributions may generally be removed with earnings by your federal income tax-filing due date, including extensions. If you timely file your federal income tax return, you may still be able to remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers. Excess contributions are generally included in your income. Your SIMPLE IRA excesses cannot be recharacterized and cannot be used as a traditional IRA contribution.

   Your employer should inform you when an excess contribution has occurred along with the steps needed to correct it, including its use of the employee plan compliance resolution system (EPCRS).

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2. **Distribution of Nondeductible and Nontaxable Contributions.** If any of your traditional IRAs contain nondeductible contributions, rollovers of nontaxable distributions from employer-sponsored eligible retirement plans, or other nontaxable basis amounts, 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 taxable portion of your SIMPLE IRA distributions reported for that year.
3. **Qualified Charitable Distributions (QCD).** If you have attained age 70, you may be able to make tax-free distributions directly from your SIMPLE IRA to a qualified charitable organization. Qualified charitable distributions are not permitted from an on-going SEP or SIMPLE IRA (meaning your employer continues to make contributions to this SIMPLE IRA). Tax-free distributions are limited to $100,000 annually. This amount is subject to an annual cost-of-living adjustment, if any.

   In addition, you may be able to elect to make a once in a lifetime QCD of up to $50,000 to a split-interest entity. 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.

RMDs For You.

1. **After Age 73.** 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.
2. **Distribution Calculations.** Your RMD will generally be calculated by dividing your previous year-end adjusted balance in your SIMPLE 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. The fair market value of a qualifying longevity annuity contract (QLAC) is not included in the adjusted balance for RMD calculations.
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 of RMDs.** An RMD must be satisfied before you can roll over any portion of your SIMPLE 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 will be subject to taxation and considered 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.
7. **Qualifying Longevity Annuity Contract (QLAC).** The fair market value of any QLAC you hold in this IRA is not included in determining your adjusted account balance when calculating your RMD. If however, you make an excess premium payment (premium payment that causes you to exceed the $200,000 (as adjusted)) and the excess premium is returned to the non-QLAC portion of your IRA after the valuation date to determine the next year's RMD, such amount is added to the adjusted account balance used for the year of the return to calculate your RMD.

RMDs For Your Beneficiaries. In February 2022, the IRS issued proposed rules and the pending final rules may change some of the following provisions. In addition, for certain beneficiaries subject to the ten-year rule described below, the 2022 proposed rules may also require annual distributions. Your beneficiary should consult his or her tax or legal professional regarding the most current beneficiary RMD regulations.

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

1. **Types of Beneficiaries.** The different types of beneficiaries are designated beneficiaries, eligible designated beneficiaries and those that are not designated beneficiaries. Different types of beneficiaries will have different rulesfand in some cases options or electionsf and distribution periods available.
2. **Designated Beneficiary.** A designated beneficiary is any individual you name as a beneficiary who has an interest in your SIMPLE IRA on the determination date, which is September 30 of the year following the year of your death. Certain qualifying 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 SIMPLE 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) the SIMPLE IRA owner's surviving spouse; 2) a SIMPLE IRA owner's minor child (through the age of majority); 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 the SIMPLE IRA owner. Certain qualifying 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.
   a. **Spouse Beneficiary.** Your spouse beneficiary may have the option of distributing the SIMPLE 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 SIMPLE 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. If you die on or after your RBD, your surviving spouse will use the 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.

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

Your spouse beneficiary can treat your SIMPLE 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. This generally happens after any of your remaining RMD amount for the year of your death has been distributed.

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

b. **Eligible Designated Beneficiary Who is Your Minor Child.** If your beneficiary is an eligible designated beneficiary who is your minor child, he/she must remove all assets from the SIMPLE IRA by the tenth anniversary of the date the minor attains the age of majority, even if such minor child initially chose to receive life expectancy payments.

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 SIMPLE 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 such a beneficiary chooses the single life expectancy option to calculate the RMD, the life expectancy divisor used may depend on whether your death occurs before or on or after your RBD. If your death occurred before your RBD, 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, use the age of the oldest trust beneficiary.

If such a beneficiary chooses the ten-year rule, he/she is required to remove all assets from the SIMPLE 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. 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 SIMPLE 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 SIMPLE IRA, or completely disclaim their interests in your SIMPLE 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 SIMPLE IRA on the determination date, and separate accounting does not apply, your SIMPLE IRA will be treated as having no designated beneficiary (i.e., not a designated beneficiary).
6. **Qualifying Trusts.** If you name a qualifying trust, which is defined in Treasury Regulations, as your SIMPLE IRA beneficiary, the beneficiaries of the qualifying trust are treated as the beneficiaries of your SIMPLE IRA for purposes of determining the appropriate distribution period. A qualifying trust provides documentation of its beneficiaries to the trustee.
7. **Successor Beneficiaries.** Our policy may allow your beneficiaries to name their own successor beneficiaries to your SIMPLE IRA. A successor beneficiary would receive any of your SIMPLE IRA assets that remain after your death and the subsequent death of your beneficiaries. Generally, the beneficiary will have to distribute all the remaining SIMPLE IRA assets within a ten-year period or the remainder of the original beneficiary's ten-year period.
8. **Separate Accounting (Multiple Beneficiaries).** Our policies may permit separate accounting to be applied to your SIMPLE 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 SIMPLE 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).
9. **Qualifying Longevity Annuity Contract (QLAC).** The terms of a QLAC you hold in this SIMPLE IRA may or may not provide a death benefit. The QLAC may permit death benefits in the form of a life annuity or a return of premiums. If your QLAC has a return of premium feature as a death benefit, the premium returned to your beneficiary is the RMD amount if your death occurs after the RBD. The return of premium amount is the difference between the premiums paid for the QLAC and the amounts paid to you. The return of premium amount must be distributed to the beneficiary by return of premium amount must be distributed to the beneficiary by the end of the calendar year following the year of death. If your death occurs before the RBD, a return of premium death benefit will be added to your SIMPLE IRA and must be taken in accordance with the beneficiary rules described earlier. If the death benefit under the terms of the QLAC is a life annuity, your beneficiary will receive annuity payments for life.

Federal Income Tax Status of Distributions.

1. **Taxation.** SIMPLE 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, nontaxable rollover amounts, or other nontaxable basis amounts. You may also be subject to state or local taxes and withholding on your SIMPLE IRA distributions.
2. **Earnings.** Earnings, including gains and losses, on your SIMPLE IRA will not be subject to federal income taxes until they are considered distributed.
3. **Ordinary Income Taxation.** Your taxable SIMPLE IRA distribution is usually included in gross income in the distribution year. SIMPLE IRA distributions are not eligible for special tax treatments, such as ten-year averaging, that may apply to other employer-sponsored retirement plan distributions.
4. **Estate and Gift Tax.** The designation of a beneficiary to receive SIMPLE 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 SIMPLE IRA will 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 SIMPLE IRA. After your death, beneficiaries should pay careful attention to the rules for the disclaiming any portion of your SIMPLE IRA under IRC Section 2518.
5. **Federal Income Tax Withholding.** SIMPLE 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. Upon your request for a distribution we will notify you, by providing IRS Form W-4R, of your right to waive withholding or elect to have greater than 10 percent withheld.

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Annual Statements. Each year we will furnish you and the IRS with statements reflecting the activity in your SIMPLE 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 SIMPLE IRA contributions, for the year. IRS Form 1099-R reflects your SIMPLE 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 SIMPLE 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 Account*s, and attaching the form to your federal income tax return. The penalties may include any of the following taxes:

1. **Early-Distribution Penalty Tax.** If you take a distribution from your SIMPLE IRA before reaching age 59 1/2, you are subject to a 10 percent early-distribution penalty tax on the taxable portion of the distribution. However, certain exceptions apply. Exceptions to the 10 percent penalty 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, Roth IRA conversions, qualified birth or adoption distributions, distributions you take for your certified terminal illness, and qualified reservist distributions. Properly completed rollovers and transfers are not subject to the 10 percent penalty tax. The 10 percent penalty tax is increased to 25 percent until two-year holding period has expired.
2. **Excess Contribution Penalty Tax.** Excess contributions to your SIMPLE IRA may be the result of your elective (including catch-up) deferrals exceeding the calendar year dollar amount limits, your employer making matching or nonelective contributions which exceed the limits for these contributions, or your employer making contributions to your SIMPLE IRA after the date your employer determines it was not eligible to maintain the SIMPLE plan. The excise tax applies each year that the excess contribution remains in your SIMPLE IRA.

   In order for you to avoid a 6 percent excess contribution penalty, excess contributions may generally be removed with earnings by your tax-filing due date, including extensions. If you timely file your federal income tax return, you may still be able to remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers. Excess contributions are generally included in your income. Your SIMPLE IRA excesses cannot be recharacterized and cannot be used as a traditional IRA contribution.

   Your employer should inform you when an excess contribution has occurred along with the steps needed to correct it, including its use of the EPCRS.
3. **Excess Accumulation Penalty Tax.** Any portion of an 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, you may take a qualified disaster recovery distribution without an early distribution penalty. 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 distributed prior to the qualified disaster for a first-time home purchase 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 SIMPLE 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 fourth projection method is for initial investments whose growth cannot be reasonably projected.

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 your first year. The annual contribution represents an initial contribution that is an employer SIMPLE contribution. One-time contributions include a rollover or a transfer. These projected amounts are not guaranteed.

SIMPLE IRA FEES AND LOSS OF EARNINGS PENALTIES

This Section Applies To The Projection Method Selected.

The fees and penalties listed below may affect the projected value of your SIMPLE 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 SIMPLE IRA Fee and/or certain Other boxes are checked below, including the Other box under Loss of Earnings Penalty.

Fees:

☐ None

☐ SIMPLE 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 Fee $ 25

☒ Distribution Fee $ 25

☒ Removal of Excess $ 25

☒ Conversions/Recharacterizations $ 25

Loss of Earnings Penalty *(Check one):*

☐ None ☐ 3-Month ☐ 6-Month ☐ 12-Month

☐ Other: _____

PROJECTION METHODS *(Check one):*

☐ **Projection Method One—Use Preprinted Tables.**

The preprinted financial disclosure tables on the following page provide you with the SIMPLE IRA's projected values. The assumptions used to calculate each table's projected SIMPLE 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).

◆ **Loss of earnings penalties -** The 3-, 6-, and 12-month penalties are calculated on a 30-day month and a 360-day year.

◆ **Calculated loss of earnings 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 was disclosed and it is only charged on a distribution (e.g., transfer) transaction or a SIMPLE IRA termination, the *After Fees Values* below the tables may be completed taking the fee(s) into account for each applicable projected value. Follow the instructions located above the tables to determine the appropriate projected values for your SIMPLE IRA.

How to use the tables. These financial disclosure tables do not accommodate certain fees that may be charged to this SIMPLE IRA such as annual administration or establishment fees. Your projection will come from the *Annual Contributions Table* if your initial contribution is an employer SIMPLE IRA plan 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 SIMPLE 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 SIMPLE IRA at the end of the year you attain age 60, 65, and 70. See SIMPLE IRA FEES AND LOSS OF EARNINGS PENALTIES to determine the applicable loss of earnings penalty column to use for your projection.

☐ **Projection Method Two—Custom Projection.**

Your SIMPLE 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: _____ .

Loss of Earnings 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 SIMPLE IRA's Custodian.**

☐ **Projection Method Four—The Value of Your SIMPLE IRA Cannot be Reasonably Projected.**

The value of your SIMPLE IRA is solely dependent on the performance of your SIMPLE IRA's investments such as mutual funds, stocks, bonds, and other securities and cannot be reasonably projected. However, we are required to provide the following information as part of this financial disclosure:

1. **Earnings.** The method for computing and allocating the earnings on your SIMPLE IRA investments may be found in the prospectus or similar materials applicable to your SIMPLE IRA investments. The method may vary depending on the provider and type of the investments.
2. **Investments.** The investments contained in your SIMPLE IRA will be provided directly by us, through us, or by an entity registered as a broker-dealer.
3. **Investment Fees.** Various fees may be applied to your SIMPLE IRA investments. The investment fees may include termination or surrender fees, loss of earnings penalties, sales commissions, management fees, trustee fees, and other assessments.
4. **SIMPLE IRA Fees.** SIMPLE IRA Fees were previously disclosed. If necessary, the specified fees are computed as follows: _____

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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 SIMPLE IRA FEES AND LOSS OF EARNINGS PENALTIES, we have completed the *After Fees Values* section to reflect your SIMPLE 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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