



**Custody Account Application — Traditional/Roth IRA (Part 1)**

Throughout this document (Part 1 Custody Account Application, Part 2 Disclosure Statement and Part 3 Custody Account Agreement), “you” and “your” refer to the individual who has signed the Custody Account Application and the Custody Account Agreement to become a Participant in the Traditional IRA or Roth IRA. “We,” “us” and “our” refer to U.S. Bank National Association, the Custodian.

- Please return the following:
- Signed application
  - Copy of driver’s license, passport, or other government issued I.D.
  - Signed fee schedule
  - Check for contribution or rollover (if applicable) – *Checks should be made payable to “U.S. Bank, as Custodian,” and for a direct rollover from a retirement plan “U.S. Bank as custodian of IRA of [your name].” When making your contribution, indicate the year it is for; otherwise, we will assume that it is for the current year. If checks are made payable to “U.S. Bank” only, then we will deem them paid to “U.S. Bank, as Custodian”.*
  - Transfer authorization form (if applicable)

Return to:

Account Number (assigned by us)

**A. SELECT IRA TYPE**

Check the box next to the type of IRA you wish to establish. **Check only one box.**

- Traditional IRA** – For deductible or non-deductible contributions made by you as an employed or self-employed individual.
- Roth IRA** – For non-deductible contributions made by you as an employed or self-employed individual and designated by you as Roth IRA contributions.

**Check any box, if it applies to your IRA (Traditional or Roth).**

- Conduit IRA** – For rollovers from an employer’s plan if you wish to keep such amounts separate for possible rollover to a new employer’s plan. It is your responsibility to maintain this IRA as a Conduit IRA if you so desire. To maintain its conduit status you must ensure that it receives no contributions other than eligible rollover contributions.
- BEN IRA** – To reflect that portion of the IRA of another individual to which you become entitled by reason of that individual’s death or an amount you transferred to an IRA as a non-spouse beneficiary under an employer’s plan.
- SEP-IRA** – For contributions made by your employer (or by you, if self-employed) under a simplified employee pension (SEP) plan, in addition to your annual IRA contributions

**B. APPLICANT INFORMATION (Please type or print clearly.) Please complete every section.**

Name  Account title (If different than name)

Home address  Date of birth  Social Security No.

City, State, Zip  Daytime phone  Evening phone

Email address  Driver’s license number  State where issued

Advisor Name

U.S. Bank offers online access to your account through the Institutional Trust & Custody Portal. Check this box and enter email address above for access.

Statement Frequency:  Monthly  Quarterly  Annually Delivery Method:  Print  Online Only

Current Marital Status:  I AM married—If married, provide spouse’s date of birth:   I AM NOT married

U.S. Citizen  Resident Alien  Nonresident Alien—If nonresident alien, state country of residence:

**Customer information**

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Employment status.  Full-time employed  Part-time employed  Homemaker  Military  Retired  Self-employed  Student  Unemployed

If employed, please list occupation. (If retired/unemployed list former occupation)

If employed, please list employer. (If retired/unemployed list former employer)

Gross annual income.

**Customer information (cont.)**

2. Customer's source of earnings for initial and future funding (if any). Check all that apply (note: to make IRA contributions, the customer must have earned income) **Note: You must submit a separate IRA Rollover Certification for each rollover contribution. For rollover (including a direct rollover) from an employer's plan, there may be advantages in maintaining the rollover assets separate from annual IRA contributions. (See Disclosure Statement (Part 2) for more details.)**

- Employment Income
- Business Ownership/Sole Proprietorship
- Inheritance
- Assets from a divorce
- Real Estate Sales
- Investments
- Rental Income
- Pension/Retirement Income
- Sale of Property
- Government Subsidy
- Social Security
- Trust Fund Disbursements
- None
- Other

3. From where will initial and ongoing funding for this account originate? Answer all that apply:

- Domestic Wire transfer predecessor bank trustee or custodian: name of institution
- Domestic predecessor broker/dealer custodian: name of institution
- Foreign predecessor bank or broker/dealer: name of institution
- N/A - Initial Funding - no existing assets held elsewhere
- Other, explain

4. Method of initial and ongoing funding for this account to be transmitted by. (Check all that apply):

- Domestic Wire transfer
- In-kind transfer from predecessor custodian or trustee
- Other, explain
- Transfer from existing U.S. Bank Account
- Foreign wire transfer
- Check(s)

5. a) Frequency of cash transactions in and out of the account.

- Daily
- Weekly
- Monthly
- Quarterly
- Semi-annually
- Annually

b) Number of cash transactions in and out of the account. Per Year

c) Dollar range of cash transactions.  -

d) Method of disbursements. (Check all that apply.)

- Wire
- Check
- ACH
- Transfer to another U.S. Bank account

e) Will any disbursements be sent outside the United States?  YES  NO

If YES, please list countries:

**Beneficiary designation**

(Note: If your beneficiary is a minor at the time of your death, you should designate a custodian to receive the account on the beneficiary's behalf. You should consult with legal counsel regarding your beneficiary designation, including the definition of "per stirpes" in your state.)

**Primary beneficiary:** Upon my death, distribute my IRA in the percentage specified to such of the following as survive me.<sup>(1)</sup>

Name <sup>(2)</sup>	Birthdate*	Social Security no. <sup>(3)</sup>	Relationship	% Share	Per Stirpes
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
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YES, my spouse is 10 years younger AND is the sole beneficiary of my IRA. Please use the Joint Life table for calculations when I am RMD eligible (Please note, it is your responsibility to notify us of any change in situation impacting this calculation.)

**Alternative beneficiary:** If no primary beneficiary survives me, (including the descendants of any Primary Beneficiary for whom the "per stirpes" box is checked), upon my death, distribute my IRA in the percentage specified to such of the following as survive me.<sup>(1)</sup>

Name <sup>(2)</sup>	Birthdate*	Social Security no. <sup>(3)</sup>	Relationship	% Share	Per Stirpes
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
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## Alternative beneficiary (cont.)

\*Review the Custody Account Agreement (Part 3) for more information on beneficiary designations.

(1) Your account will be paid to the Primary Beneficiaries who survive you, in the percentages you designate. Unless the "per stirpes" box is checked, the percentage share of a person who does not survive you will be divided among the surviving Primary Beneficiaries in proportion to their relative percentage shares. If the "per stirpes" box is checked, the share of a Primary Beneficiary who does not survive you will be paid to his or her descendants.

If no Primary Beneficiary survives you (including the descendants of any Primary Beneficiary for whom the "per stirpes" box is checked), your account will be paid to the Alternative Beneficiaries who survive you in the percentages you designate. Checking or not checking the "per stirpes" box will have the same effect as with Primary Beneficiaries.

If you designate a non-spouse beneficiary by name and relationship, we will give no effect to the relationship and pay your account to the beneficiary named. If you designate a nonspouse beneficiary by relationship only, we will pay your account to the beneficiary who is in that relationship at the time of your death. If you designate your spouse as your beneficiary either by name or relationship or both, the dissolution, annulment or other legal termination of your marriage will automatically revoke your designation. However, if you designate your former spouse as your beneficiary on a form you execute after your marriage legally terminates and we receive the form before your death, then we will follow the designation.

(2) If you do not designate a beneficiary or if your designation is not effective for any reason, then your beneficiary will be your spouse. If there is no surviving spouse, then your beneficiary will be determined by the Custody Account Agreement. If you have designated a trust as your beneficiary or your designation includes an attached sheet, then you agree:

- (a) We may engage legal counsel and pay resulting fees from your account to interpret this designation, either now or at the time of your death; and
- (b) To provide the full trust agreement, the name of the person who prepared the attached sheet or the trust agreement, the name of your personal representative or executor, and other information upon our request.

(3) Benefits cannot be paid to a beneficiary without a Social Security Number.

## C. SHAREHOLDER COMMUNICATIONS ACT ELECTION

Under the Shareholder Communications Act of 1985, as amended, we must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with us, we must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that you are the Voter, you hereby (i) acknowledge that failing to check one and only one line below will cause you to be deemed to have consented to Disclosure, and (ii) registers your:

- consent to Disclosure
- objection to Disclosure

## D. AGREEMENT AND SIGNATURE

By signing this Application –

- You adopt the Traditional/Roth IRA and designate us as the Custodian of your IRA. You have received, read and understand the Disclosure Statement (Part 2) and the Custody Account Agreement (Part 3) attached hereto.
- You are designating your IRA as either a Traditional Individual Retirement Account (Traditional IRA) under section 408(a) of the Internal Revenue Code or a Roth Individual Retirement Account (Roth IRA) under section 408A of the Internal Revenue Code, and understand that the designation of one type precludes its use as the other type.
- You agree to the terms and conditions of this Custody Account Application (Part 1), the Disclosure Statement (Part 2) and the Custody Account Agreement (Part 3). The Disclosure Statement and Custody Account Agreement are incorporated herein by reference.
- You understand you have full responsibility for directing the investment of your account, and that, except as provided in the next paragraph, no transactions will occur in your account unless you (or another person you have authorized) so direct. You acknowledge and agree that we do not provide services as a "fiduciary" under 29 U.S.C. Section 1002(21)(A)(ii), 26 U.S.C. Section 4975(e)(3)(B), 29 C.F.R. 2510.3-21, or 26 C.F.R. Section 54.4975-9 commonly known as "fiduciary investment advice." We will not provide fiduciary investment advice, and you will not construe or rely on any service provided by us to you as fiduciary investment advice. We are not your investment manager under 29 U.S.C. Section 1002(21)(A)(i) or 26 U.S.C. Section 4975(e)(3)(A). We neither have any discretionary authority or discretionary control respecting management of your IRA and any discretionary authority or discretionary responsibility in the administration of your IRA under 29 U.S.C. Section 1002(21)(A)(i) and (iii) or 26 U.S.C. Section 4975(e)(3)(A) and (C).
- If your account has any uninvested cash for which you (or another authorized person) have not given a specific direction, you understand that it will be used to purchase shares of a money market fund previously selected by you or another authorized person. You understand that such automatic purchases will occur on a daily basis. You understand that we and our affiliates may receive fees and commissions from that money market fund as disclosed in the prospectus for the money market fund
- You understand most investment products are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of or guaranteed by us or our affiliates, and involve investment risks, including possible loss of the principal amount invested.
- You agree to disclose to us if you, or your beneficial owner(s), are or become a "politically exposed person", during the duration of the Custody Account Agreement.
- You understand and agree that if you elected to use the Joint Life table for RMD calculations that you are eligible for that calculation and it may raise excise taxes in the event you are not eligible.
- You agree that the information you completed herein is true, accurate, and complete. You understand and agree to the statements made below in Sections E-F, and Section I.

"Politically exposed person" includes a current or former senior political figure, their immediate family, and their close associates.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

• "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.

• A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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, tax identification number, and other information that will allow us to identify you. We may also ask for identifying documents.

By signing below, you acknowledge that you have received the following important information about procedures for opening a new IRA account:

Signature of Applicant  Print Name of Applicant  Date

### E. REQUIRED W-9 CERTIFICATION:

Your account must have a W-9 certification. You must provide your Social Security Number in Section B on page 1 for your W-9 certification to be valid. Under the Foreign Account Tax Compliance Act (FATCA), nonresident aliens must also complete a Form W-8 BEN (or similar form) to avoid backup withholding. You should consult with your tax advisor for additional information. W-9 Certification Instructions – You must cross out item (2) directly below if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment

of secured property, cancellation of debt, contributions to an individual retirement account, and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your Social Security Number. See [www.irs.gov](http://www.irs.gov) for more information about the W-9 certification and other payments not subject to backup withholding.

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup 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 a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. citizen or other U.S. person; and
- (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**The IRS does not require your consent to any provision of this Section E.**

### F. SPOUSAL CONSENT TO IRA BENEFICIARY DESIGNATION

To Applicant:

If you are married and reside in Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin, Guam or Puerto Rico, or are transferring property to this account that you acquired while married and residing in any of the foregoing states or territories, then your spouse may have a community or marital property interest in contributions to and earnings from this account, whatever the source. Your spouse may release the community property interest by a duly executed consent. A spouse's consent form is below in this Section F. If you designate someone other than your spouse as Primary Beneficiary of this account in Section B, then you should obtain spousal consent. You should consult with your legal counsel to ensure your Primary Beneficiary designation is proper.

If you designate your spouse as Primary Beneficiary or Alternative Beneficiary of this account, then the dissolution, termination, annulment or other legal termination of the marriage will automatically revoke your designation.

To Applicant's Spouse:

Under the community or marital property laws of the states or territories identified above, you may have an interest in property contributed to and/or earned in this account. You may release this community or marital property interest by executing an appropriate consent. Your signature below constitutes such consent. However, before executing this form, you should seek the advice of legal counsel as to the appropriateness and effectiveness of this consent under the laws of the state or territory of your residence.

Spousal Consent to IRA Beneficiary Designation:

I certify that I am the spouse of the applicant named on page 1. I have read this Application as completed and signed by the applicant. I hereby consent to the beneficiary designation for this account in Section B. I hereby give the applicant any marital or community property interest that I may have in this account, including contributions thereto and earnings therefrom, whatever the source, to be held and/or distributed by the applicant as separate property. I expressly permit the applicant to change the beneficiary designation for this account in the future without further consent by me.

This consent is irrevocable and made voluntarily.

THE SPOUSE, BY SIGNING BELOW, ACKNOWLEDGES, AGREES AND CONSENTS TO THE APPLICANT'S IRA BENEFICIARY DESIGNATION AT SECTION B.

Signature of Applicant's Spouse  Print Name of Applicant's Spouse  Date

**G. TO BE COMPLETED BY U.S. BANK**

We, as Custodian, accept this Application

Authorized Signature  Date

**H. CONSUMER PRIVACY PLEDGE AND DISCLOSURE OF ACCOUNT INFORMATION**

You will receive a copy of the U.S. Bank Consumer Privacy Pledge when you open your account. The Consumer Privacy Pledge is available in branch offices and on the web at <https://www.usbank.com/privacy/pledge.html>.

Questions about the adoption/revocation of this IRA should be directed to:

**I. SCHEDULE OF FEES**

- Our fees are set forth in our Fee Schedule for IRAs, as amended periodically.

## Part 2 Disclosure Statement — Traditional/Roth IRA

**This Disclosure Statement explains our Traditional/Roth IRA and the basic federal tax rules for Traditional and Roth IRAs. It does not cover state or local tax rules.**

Disclaimer. Please note the following limitations to this disclosure:

- This Disclosure Statement is based on federal laws and regulations in effect on January 1, 2019.
- Additional information has been obtained from sources believed to be accurate and current as of January 1, 2019, but we do not guarantee its accuracy.
- Changes to the federal tax laws may have been made after the date this Disclosure Statement was prepared.
- This Disclosure Statement is provided for general informational purposes. You should consult with your accountant, lawyer or other qualified tax or legal advisor before making any investments in, making withdrawals from, or taking any other actions with respect to your IRA.
- This Disclosure Statement does not discuss the state and local tax treatment of IRA contributions and distributions which may differ substantially from the federal tax rules. You should consult with your accountant, lawyer or other qualified tax advisor regarding any state or local tax rules that may apply to your IRA.
- You should not construe or rely upon the information in this Disclosure Statement to mean that we are providing services as a “fiduciary” under 29 U.S.C. Section 1002(21)(A)(ii), 26 U.S.C. Section 4975(e)(3)(B), 29 C.F.R. 2510.3-21, or Section 54.4975-9, commonly known as “fiduciary investment advice.” We will not provide fiduciary investment advice, and you will not construe or rely on any service provided by us to you as fiduciary investment advice. We are not your investment manager under 29 U.S.C. Section 1002(21)(A)(i) or 26 U.S.C. Section 4975(e)(3)(A). We neither have any discretionary authority or discretionary control respecting management of your IRA and any discretionary authority or discretionary responsibility in the administration of your IRA under 29 U.S.C. Section 1002(21)(A)(i) and (iii) or 26 U.S.C. Section 4975(e)(3)(A) and (C).
- Our employees and agents cannot give you tax, legal or fiduciary investment advice with respect to your IRA.

### 1. INTRODUCTION

You may revoke this IRA for any reason during the seven-day revocation period. The seven-day revocation period begins on the earliest of the date we receive your signed Application at U.S. Bank, Institutional Trust & Custody, 425 Walnut Street, Cincinnati, OH 45202, the date your signed Application is postmarked to us at that address, or the date we receive your initial payment to establish your IRA at that address. To revoke this IRA, you must give written notice to us by personally delivering or mailing the written notice of revocation to the attention of our IRA Department at the address above. We must receive the written notice of revocation, or your written notice of revocation must be postmarked (first class postage), by the close of the seven-day revocation period. If you revoke your IRA as described above, we will return everything you paid us.

### 2. KINDS OF IRAs

We offer you the following IRA choices:

**Traditional IRA.** You may establish a Traditional IRA to hold tax-deductible and non-deductible contributions for you or your spouse. Also, a Traditional IRA may hold cash or other assets rolled over or transferred from an eligible retirement plan (other than designated Roth contributions) or from another Traditional IRA.

**Roth IRA.** You may establish a Roth IRA to hold non-deductible contributions for you or your spouse. The Roth IRA may also be established to hold rollover or transfer contributions from another Roth IRA or from a designated Roth contribution account under an eligible retirement plan, or a conversion from a Traditional IRA. You may also qualify to make a conversion of amounts other than designated Roth contributions directly from an eligible retirement plan to a Roth IRA.

Your IRA, Traditional or Roth, may also be one of the following:

**Conduit IRA.** A Conduit IRA is designed to maintain certain IRA assets separate from other assets. The Conduit IRA may simplify recordkeeping when converting a Traditional IRA to a Roth IRA. It is your responsibility to maintain the IRA as a Conduit IRA, if you so desire. To maintain its conduit status, you must ensure that it receives no contributions other than rollover contributions from eligible retirement plans (or the converted assets).

**BEN IRA.** If you inherit an IRA and you wish to continue holding it, your inherited IRA must be maintained as a BEN IRA. No additional contributions may be made to the BEN IRA. However, a surviving spouse beneficiary may elect to treat the inherited IRA as his/her own and a BEN IRA will not be established.

A BEN IRA may also be established with funds from certain eligible retirement plans inherited by a non-spouse beneficiary. In this case, the IRA must be established by a direct trustee-to-trustee transfer of the funds. (Note: The funds cannot be distributed to the non-spouse beneficiary.)

**SEP-IRA.** A SEP-IRA is designed to hold any tax-deductible employer contributions to a simplified employee pension (“SEP”) plan and employee pre-tax contributions, if the SEP permits them. It may also hold the Traditional IRA contributions of a participant in the SEP plan.

**This Traditional/Roth IRA cannot be used for the following:**

**Coverdell Education Savings Accounts.** Formerly called Education IRAs, these accounts are used to hold tax-deductible contributions for a minor’s education expenses.

**SIMPLE IRAs.** These IRAs are used to hold employer tax-deductible contributions and employee pre-tax contributions to a Savings Incentive Match Plan for Employees (“SIMPLE”) plan.

### 3. CONTRIBUTIONS TO YOUR IRAs

You may maintain and contribute to more than one kind of IRA. Also, you may have more than one IRA of the same type.

#### (a) Maximum Contributions.

There is a combined tax law limit on how much you can contribute to all of your Traditional and Roth IRAs in a given year. The annual limit that applies to you depends on your age at the end of the calendar year in question and the Internal Revenue Code maximum for that tax year. For the limit in effect for 2019, refer to the chart below.

**Limit for Taxpayers under Age 50.** For 2019, your total Traditional and Roth IRA contributions cannot exceed the lesser of \$6,000 or 100% of your compensation, or if you are married and file a joint tax return, the combined compensation of you and your spouse. You may also contribute to your spouse’s IRAs if you file a joint tax return, so long as the contributions made for each spouse do not exceed \$6,000 (if both spouses are under age 50) and the combined IRA contributions for you and your spouse do not exceed 100% of your combined compensation.

**Limit for Taxpayers Age 50 or Over.** If you are 50 or over by the end of the applicable calendar year you may make additional “catch-up” contributions to your IRAs for that year. If you qualify, you may contribute a total of \$7,000 to your IRAs for 2019 (subject to the compensation requirements above). You may make this additional contribution regardless of your past contribution history.

**Contribution Limits. For 2019, the contribution limit for taxpayers under age 50 is \$6,000.00, and the contribution limit for taxpayers age 50 and over is \$7,000.00.**

**The appropriate contribution limit for each tax year after 2019 may increase. Any increase for tax years after 2019 will replace all references to the \$6,000 contribution limit (or \$7,000 for those age 50 or over) used in this Disclosure Statement.**

**Special Exceptions.** The contribution limits described above generally apply to all individuals. However, a number of special rules may apply in limited situations, including:

The Heroes Earned Retirement Opportunity Act of 2006 (the “HERO Act”) provides that combat-zone compensation that is excluded from income for federal income tax purposes under Sec. 112 of the Internal Revenue Code can be considered “compensation” for purposes of making IRA contributions for you or your spouse.

The Pension Protection Act of 2006 (the “PPA”) allows qualifying members of the military reserves to contribute amounts to a Traditional IRA as repayment of a “qualified reservist distribution” previously received from an IRA or a 401(k) or 403(b) plan. The repayment must be made within the 2-year period after the reservist’s active duty period ended. A repayment contribution will be a non-deductible contribution.

The HEART Act of 2008 allows certain military death benefits to be contributed to a Roth IRA (*but not a Traditional IRA*). If you have received (i) a military death gratuity (*under 10 United States Code Section 1477*) or (ii) Servicemembers’ Group Life Insurance payments (*under 38 United States Code Section 1967*) you may contribute such amounts to a Roth IRA, even if you are not otherwise eligible to make Roth IRA contributions due to income levels or the annual contribution limits. The contribution must be made to the Roth IRA before the end of the one-year period beginning on the date on which you received the military death gratuity or Servicemembers’ Group Life Insurance payment. In addition, the amount contributed cannot exceed the total of such amounts received by you in the one-year period reduced by the amounts so received that were contributed to another Roth IRA or a Coverdell Education Savings Account.

The Worker, Retiree, and Employer Recovery Act of 2008 and subsequent law allow certain payments by a commercial passenger airline carrier to its employees or former employees who participated in the carrier’s defined benefit pension plan to be contributed to a Roth or traditional IRA, even if the former employee recipient is not otherwise eligible to make IRA contributions due to income levels or the annual contribution limits.

These special exceptions are also subject to additional requirements and limitations. To make IRA contributions under the HERO Act, the PPA or some other exception, you should consult with an accountant, lawyer or other qualified tax advisor to determine whether you are eligible and to discuss the requirements and limitations that apply.

#### **(b) Minimum Contribution.**

You may contribute less than the maximum amount for a year, if you wish. Under our Traditional/Roth IRA, annual contributions are not required and there is no minimum investment, unless otherwise provided in the Application for this IRA.

However, if you skip a year or contribute less, federal tax rules do not allow you to contribute more in a later year to make up for the missed contribution.

#### **(c) Compensation and Alimony/Maintenance.**

**Compensation.** The amount you earn from employment is “compensation.” Compensation includes wages, salaries, professional fees and other amounts (such as bonuses, commissions and tips) you receive for providing personal services. Compensation also includes combat-zone compensation that is otherwise excluded from your income. Compensation is based on your own earnings, without regard to a state’s community property laws.

However, compensation does not include the following:

- (i) deferred compensation,
- (ii) pensions, annuities and other retirement income,
- (iii) earnings and profits from property (*including dividends, interest and rents*) and
- (iv) amounts excluded from income (*such as foreign earned income, other than certain combat-zone compensation*).

Generally, you may determine your compensation based on your W-2 by subtracting the amount in box 11 (*Non-qualified plans*) from box 1 (*Wages, etc.*). (This assumes that the amounts shown on your W-2 are correct.)

**Self-Employment Income.** Compensation includes net earnings from self-employment as a sole proprietor or partner – your earned income (as defined in Sec. 401(c)(2) of the Internal Revenue Code). To qualify as earned income, your personal services must be a material income-producing factor in the business or profession. In determining compensation, your net earnings must be reduced by the deduction you take for the contributions you made to a self-employed retirement plan.

**Alimony/Maintenance Income.** If you are divorced, then all taxable alimony or maintenance payments received by your divorced spouse under a decree of divorce or separate maintenance is treated as earned income.

**Marital Status.** If you and your spouse did not live together at any time during a year and did not file a joint return for that year, then you will be treated as unmarried for purposes of determining the IRA contribution limits for that particular year.

## **4. TRADITIONAL IRAs**

### **(a) Eligibility.**

**General Rules.** You may contribute to your Traditional IRA for any year that you (or your spouse if you file a joint tax return) have compensation. You may have a Traditional IRA even if you participate in another retirement plan.

**Age Limit.** Under federal tax rules, you cannot contribute to your Traditional IRA for the year in which you reach age 70½ or any later year. However, you may continue to make contributions to your spouse’s Traditional IRA until your spouse reaches age 70½.

### **(b) Types of Contributions.**

There are two types of Traditional IRA contributions: those that are deductible on your income tax return (tax-deductible contributions) and those that are not (non-deductible contributions). Your Traditional IRA contributions may be all tax-deductible contributions, all non-deductible, or a mixture of both. However, your total Traditional IRA contribution may not exceed the applicable maximum contribution limit that applies to you in the given tax year.



**IRA Highlights (with 2019 values)\***

	<b>Traditional</b>	<b>Roth</b>	<b>SEP</b>
	<ul style="list-style-type: none"> <li>You are eligible if you (or your spouse if you file a joint tax return) has taxable compensation for the year.</li> <li>There is no upper limit on your income.</li> <li>You must be under age 70½ to contribute.</li> </ul>	<ul style="list-style-type: none"> <li>You are eligible to contribute if you (or your spouse if you file a joint tax return) has taxable compensation for the year and your modified adjusted gross income is less than \$137,000 (single), \$203,000 (married filing jointly), or \$10,000 (married filing separately).</li> <li>There is no upper limit on age.</li> </ul>	<ul style="list-style-type: none"> <li>You are eligible to participate in a SEP-IRA if your employer has established a SEP plan and you meet the plan's eligibility requirements.</li> <li>If you are self-employed, you may establish a SEP plan.</li> <li>There is no upper limit on age.</li> </ul>
	<ul style="list-style-type: none"> <li>\$6,000 (\$7,000 if age 50 or over) or, if less, 100% of your compensation (or your combined compensation, if you are married and filing jointly).</li> <li>Your maximum deductible contributions will be reduced if you participate in another retirement plan and your adjusted gross income is \$64,000 or more (single), \$103,000 or more (married filing jointly), or \$0 (married filing separately).</li> <li>Your maximum tax-deductible contribution will be reduced if your spouse participates in a retirement plan and you have a combined adjusted gross income of \$193,000 or more (married filing jointly) or \$0 (married filing separately).</li> <li>No income restrictions on non-deductible contributions.</li> <li>No minimum annual contributions.</li> </ul>	<ul style="list-style-type: none"> <li>\$6,000 (\$7,000 if age 50 or older) or, if less, 100% of your compensation (or your combined compensation, if you are married and filing jointly).</li> <li>Your maximum contribution to the Roth will be reduced if your income is between \$122,000 and \$137,000 (single), \$193,000 and \$203,000 (married filing jointly), or up to \$10,000 (married filing separately).</li> <li>No minimum annual contributions.</li> </ul>	<ul style="list-style-type: none"> <li>Your employer may contribute up to \$56,000 or 25% of your compensation, if less. For this purpose, your compensation will be capped at \$280,000.</li> <li>If your plan offers a salary deferral option, you may contribute up to \$19,000 (\$25,000 if age 50 or over).</li> <li>Your participation in a SEP may reduce your tax-deductible IRA contributions.</li> </ul>
	<ul style="list-style-type: none"> <li>Contributions are tax-deductible, subject to the income limits.</li> <li>Earnings on the contributions are not taxed until withdrawn.</li> <li>Possible tax credit for making contributions.</li> </ul>	<ul style="list-style-type: none"> <li>Contributions are non-deductible. Earnings are never taxed if taken as qualified distributions.</li> <li>Possible tax credit for making contributions.</li> </ul>	<ul style="list-style-type: none"> <li>Contributions are excluded from your income and are not taxed until withdrawn. Earnings on the contributions are not taxed until withdrawn.</li> <li>Possible tax credit for making salary deferral contributions.</li> </ul>
	<ul style="list-style-type: none"> <li>You generally control how benefits are paid and when.</li> <li>You must begin receiving minimum distributions after age 70½.</li> <li>Distributions prior to age 59½ are subject to 10% penalty tax, unless an exception applies</li> </ul>	<ul style="list-style-type: none"> <li>You generally control how benefits are paid and when.</li> <li>No lifetime required minimum distributions after age 70½.</li> <li>Contributions (other than conversions) may be withdrawn tax-free at any time. Conversion contributions may be withdrawn without penalty after a 5-year holding period or after age 59½.</li> <li>Distribution of earnings not taken as qualified distributions are subject to income tax and, if prior to age 59½, a 10% penalty tax, unless an exception applies.</li> </ul>	<ul style="list-style-type: none"> <li>You generally control how benefits are paid and when.</li> <li>You must begin receiving minimum distributions after age 70½.</li> <li>Distributions prior to age 59½ are subject to 10% penalty tax, unless an exception applies.</li> </ul>

\*This chart reflects 2019 contribution and threshold limits. Information regarding future years' limits is located within this Disclosure Statement.

### (c) Tax-Deductible Contributions.

The federal income tax deduction for contributions to a Traditional IRA for you and/or your spouse may be less than the IRA maximum contribution limit. The deduction depends on:

- (1) Whether you (or your spouse) are an active participant in a retirement plan, and
- (2) The amount of your adjusted gross income ("AGI"), or if you file a joint return, the combined AGI of you and your spouse.

**Active Participant.** You are an "active participant" for a year if, at any point in that year, your employer or union has a retirement plan, under which money is added to your account, or you are eligible to earn retirement credits. For example, you are likely to be an active participant, if you are covered under:

- A profit sharing plan, a pension plan, a stock bonus plan, an ESOP or an annuity plan;
- A salary reduction arrangement (for instance, under a 401(k) plan, SIMPLE IRA, or tax-sheltered annuity) to which you contribute;
- A SEP-IRA;
- A SIMPLE IRA with non-elective employer contributions;
- A tax-sheltered annuity contract for employees of public schools and certain tax-exempt organizations; or
- Certain governmental plans.

Your Form W-2 for the year should indicate your participation status. You are an active participant for a year even if you are not yet vested in your retirement benefit. Also, if you make required contributions or voluntary employee contributions to a retirement plan, you are an active participant. You may be an active participant even if you were only with the employer for part of the year.

The following situations alone do not make you an active participant: receiving benefits from a previous employer's retirement benefit plan or being covered by social security or railroad retirement.

**AGI Defined.** "AGI" for purposes of determining your tax-deductible Traditional IRA contributions means your Adjusted Gross Income for a year for federal income tax purposes, plus the amounts you deducted for student loan interest, foreign earned income and housing costs, employer paid adoption expenses, qualified tuition and related expenses, and certain qualified savings bond interest amounts. In addition, AGI for Traditional IRA purposes is also computed before deducting any Traditional IRA contributions you make for the year.

**Full Deduction If Not Active Participants.** If you (*and your spouse*) are not an active participant, your entire Traditional IRA contribution may be made as a tax-deductible contribution.

### (d) Phase-Out of Deductions for Active Participants.

If you are an active participant, the maximum amount of tax-deductible contributions that you may make to your Traditional IRA is phased-out over the following range of AGI for 2019:

- Single Return/Head of Household: \$64,000 to \$74,000
- Joint Return/Qualified Widow(er): \$103,000 to \$123,000
- Married Filing Separate Return: \$0 to \$10,000

*Note: These phase-out ranges may change in subsequent years due to inflationary adjustments.*

**Full Deduction Below Range.** If your AGI is below the applicable phase-out range for the year, you (or your spouse) may make the maximum amount of tax-deductible contributions to your Traditional IRAs for that year.

**No Deduction Above Range.** If your AGI is above the applicable phase-out range for the year, and you are an active participant, you (or your spouse) may not make any tax-deductible contributions to your Traditional IRAs for the year. However, you may still make non-deductible contributions up to the maximum contribution limit for IRAs for that year.

### (e) Phase-Out of Deductions for Spouses of Active Participants.

If your spouse is an active participant, but you are not, the maximum amount of tax-deductible contributions that may be made to your Traditional IRA is phased out over the following AGI range in 2019:

- Joint Return: \$193,000 to \$203,000
- Married Filing Separate Return: \$0 to \$10,000

*Note: The phase-out range for married joint return filers may change in subsequent years due to inflationary adjustments.*

**Full Deduction Below Range.** If your AGI is below the applicable range for your tax filing status and year, you (or your spouse) may make the maximum amount of tax deductible contributions to your Traditional IRAs.

**No Deduction Above Range.** If your AGI is above the applicable range for your tax filing status and year, you (or your spouse) may not

make any tax-deductible contributions to your Traditional IRAs for the year. However, you may still make non-deductible contributions up to the maximum contribution limit for IRAs for that year.

**(f) Figuring Your Deduction Limit if Your AGI is Within a Phase-Out Range.**

If your AGI is within a phase-out range for the applicable year, you must determine your deduction limit, which is the amount you may contribute to your Traditional IRA on a tax-deductible basis. The first step in determining the deductible limit is to calculate your “excess AGI” for the year. You do this by subtracting the bottom number of the phase-out range applicable to you (the “Threshold Level”) from your AGI.

The second step is to apply the following formula:

$$\frac{\$10,000 - \text{Excess AGI}}{\$10,000} \times \$6,000 = \text{Deduction Limit}$$

The third step is to adjust your result by rounding the result down to the next lower \$10 level (the next lower number which ends in zero). For example, if the result is \$1,525, you must round it down to \$1,520. However, if the final result is between \$0 and \$200, your deduction limit is \$200.

If both you and your spouse are active participants, the deduction limit applies separately to each spouse. You do not have to divide it between the spouses.

*Your deduction limit cannot, in any event, exceed 100% of your compensation (or 100% of the combined compensation of you and your spouse).*

*Note: \$20,000 replaces \$10,000 in the formula above for a married active participant who files a joint tax return.*

**Example 1 - Single, Active Participant:** Ms. Smith, a single person under age 50, is an active participant and has an AGI = of \$68,615 in 2019. She calculates her tax-deductible IRA contribution as follows:

Her AGI is \$68,615  
Her Threshold Level is \$64,000  
Her Excess AGI is (AGI - Threshold Level) = \$4,615

So, her Traditional IRA deduction limit is:

$$\frac{\$10,000 - \$4,615}{\$10,000} \times \$6,000 = \$3,231 \text{ (rounded to } \$3,230)$$

**Example 2 - Married Participants, Filing Joint Tax Return:** Mr. and Mrs. Young file a joint tax return. Each spouse earns more than \$6,000 and each is an active participant. They are both under age 50. They have a combined AGI of \$105,255 in 2019. They may each contribute to an IRA and calculate their tax-deductible contributions to each IRA as follows:

Their AGI is \$105,255  
Their Threshold Level is \$103,000  
Their Excess AGI is (AGI - Threshold Level) = \$2,255

So, each spouse would determine their Traditional IRA deduction limit as follows:

$$\frac{\$20,000 - \$2,255}{\$20,000} \times \$6,000 = \$5,323.50 \text{ (rounded to } \$5,320)$$

The deduction limit is \$5,320 for Mr. Young’s Traditional IRA and \$5,320 for Mrs. Young’s Traditional IRA. This gives Mr. and Mrs. Young a maximum deduction of \$10,640 on their joint return.

**Example 3 - Married Participant, Filing Separate Tax Return:** Mr. Jones, a married person over age 50 (and eligible to make “catch-up” contributions), is an active participant. He files a separate tax return. He has \$1,500 of compensation in 2019 and wishes to make a tax-deductible contribution to a Traditional IRA.

$$\frac{\$10,000 - \$1,500}{\$10,000} \times \$7,000 = \$5,100 \text{ (rounded to } \$5,520)$$

Even though his IRA deduction limit under the formula is \$5,100, Mr. Jones may not deduct an amount in excess of his compensation, so his actual deduction is limited to \$1,500.

**Example 4 - Spouse of Active Participant, Filing Joint Tax Return:** Mr. and Mrs. Wilson file a joint tax return. Each spouse earns more than \$6,000 and is under age 50. Mr. Wilson is an active participant in 2019, but Mrs. Wilson is not. Mrs. Wilson calculates her 2019 tax-deductible contributions as follows:

Their AGI is \$198,000.

Her threshold level is \$193,000.

Her Excess AGI is (AGI - threshold level) is \$5,000. Therefore her Traditional IRA deduction limit is:

$$\frac{\$10,000 - \$5,000}{\$10,000} \times \$6,000 = \$3,000$$

Mrs. Wilson's deduction limit is \$3,000.

**(g) Non-Deductible Contributions.**

If your tax-deductible contributions are limited due to the phase-out rules described above, you may make non-deductible contributions. In addition, you may also elect to treat a Traditional IRA contribution as non-deductible, even if you could have deducted part or all of the contribution. You designate a contribution as nondeductible at the time you file your tax return.

Investment earnings on your non-deductible Traditional IRA contributions (like the earnings on your deductible contributions) are not taxed until withdrawn from your Traditional IRA.

If you make a non-deductible contribution to an IRA (*or designate a contribution as such*), you must report the amount to the IRS on Form 8606 as a part of your tax return for the year. (*You must file the Form 8606 even if you do not otherwise have to file a tax return for the year.*)

Note: A penalty of \$50 is imposed for each failure to properly file the Form 8606. In addition, a \$100 penalty is imposed for any overstatement of the amount of designated non-deductible contributions. A penalty will not be imposed if the taxpayer can show reasonable cause for failure to report the required information or for overstating nondeductible contributions.

**(h) Corrective Withdrawals.**

You may make a tax-free withdrawal of any contribution you make to your Traditional IRA for a year if you withdraw the contribution, together with any earnings on it, by the due date (including extensions) for filing your income tax return for that year.

The withdrawal amount cannot be deducted on your tax return or reported as a non-deductible contribution. The contribution you withdraw is not included in your income as an IRA distribution, but you must include any earnings on the contribution as ordinary income for the year you made the contribution. The earnings also are subject to a 10% penalty tax on premature distribution if you are under age 59½ (certain exceptions apply).

**(i) Tax Credit for Making IRA Contributions.**

You may qualify for a nonrefundable tax credit for contributing to your IRA. Generally, the credit for a tax year will be equal to your "applicable percentage" times the amount of "qualified retirement savings contributions" as reduced by certain distributions received from retirement plans. The credit is in addition to any deduction from gross income that is otherwise allowed for the contribution.

**Applicable Percentage.** Your applicable percentage is determined by your filing status and your federal adjusted gross income. The maximum credit rate is 50% and is subject to a phase-out, as detailed below. The phase-outs for 2019 are listed in the following chart. The phase-outs were different for prior years. For years after 2019, the adjusted gross income phase-outs may change due to inflationary adjustments.

Joint Return		Head of Household		All Other Cases		Applicable
Over	Not Over	Over	Not Over	Over	Not Over	
\$0	\$38,500	\$0	\$28,875	\$0	\$19,250	50%
\$38,501	\$41,500	\$28,876	\$31,125	\$19,251	\$20,750	20%
\$41,501	\$64,000	\$31,126	\$48,000	\$20,751	\$32,000	10%
\$64,001	---	\$48,001	---	\$32,001	---	0%

For example, if you and your spouse file a joint return with a federal adjusted gross income of \$52,000 for 2019, your applicable percentage is 10%.

**Qualified Retirement Savings Contributions.** Qualified retirement savings contributions include IRA contributions, as well as contributions to certain other plans. The total contribution amount is reduced by any distributions to you from:

- (1) a qualified retirement plan or eligible deferred compensation plan (which is includible in your gross income during the “testing period” which includes the current tax year, the two preceding tax years, as well as the period after such tax year and before the due date for filing the tax return), or
- (2) a Traditional or Roth IRA within the testing period that are not rollover contributions to another IRA

*Note: A distribution received by your spouse is considered your distribution if you filed a joint tax return for the year of the distribution.*

The total contribution amount taken into consideration for the tax credit is capped at \$2,000.

**Eligible Individuals.** In addition to qualifying under the income phase-out, to be eligible for the credit, you must be at least 18 years old, must not be claimed as a dependent on someone else’s tax return and must not be a student (as defined in Sec. 152(f)(2) of the Internal Revenue Code).

**Effect on Your Tax Liability.** The credit may be used against both regular and alternate minimum tax liability. The credit is applied after you apply any credit for child and dependent care and the child tax credit. In addition, the credit is nonrefundable and cannot reduce your total tax liability below zero.

**Professional Advice.** The requirements for this tax credit are very complex. We encourage you to consult with an accountant, lawyer or other qualified tax advisor about your situation.

#### **(j) Benefits Before Age 59½**

**Request for Payment.** Upon written request, you may receive payment of any or all of your Traditional IRA at any time before age 59½. Payment may be requested for any reason; however, you must include a statement of the reason with the request.

**10% Penalty Tax.** In addition to regular income tax, you are subject to a penalty tax equal to 10% of the amount of taxable benefits paid before you reach age 59½, unless an exception applies.

**Exceptions.** The penalty tax does not apply to benefits paid from a Traditional IRA:

- On or after age 59½.
- On or after your death.
- Due to your disability (as defined below).
- In substantially equal periodic payments for your lifetime or the lifetimes of you and your beneficiary.
- For first-time homebuyer expenses (up to \$10,000) for you, your spouse, or any child, grandchild, parent, grandparent, or other ancestor of you or your spouse.
- For higher education expenses for you, your spouse, your children and grandchildren, and your spouse’s children and grandchildren.
- For unreimbursed medical expenses exceeding 10% of adjusted gross income for the medical care of yourself, your spouse and your dependents.
- For medical insurance premiums for you, your spouse and your dependents if all four of the following conditions apply:
  1. You lost your job;
  2. You received unemployment compensation paid under any federal or state law for 12 consecutive weeks;
  3. The distributions are made during either the year you received the unemployment compensation or the following year; and
  4. The distributions are made no later than 60 days after you have been reemployed.

*Note: This includes a self-employed individual who would have received such unemployment compensation but for the fact he or she was self-employed.*

- On account of a tax levy on your IRA.
- That qualify for special disaster relief (such as “qualified hurricane distributions”).
- That qualify as a “qualified reservist distribution,” as defined in Sec. 72(t)(2) of the Internal Revenue Code

**Disability.** You are considered disabled for purposes of the exception if you cannot do any substantial gainful activity because of your physical or mental condition. A physician must determine that the condition is expected to be of long-continued and indefinite duration or to lead to death.

**First-Time Homebuyer Expenses.** The exception applies if you use the IRA distribution within 120 days after receipt to pay the costs of acquiring, constructing or reconstructing a principal residence for a “first-time homebuyer.” Such costs include any usual or reasonable settlement, financing or other closing costs. However, there is a lifetime limit of \$10,000 on the aggregate distributions from all your IRAs for first-time homebuyer expenses.

A person who has not owned a principal residence for two years is considered a “first-time homebuyer.” For a married couple, both spouses must satisfy this requirement. The 2-year measuring period ends on the date that a binding purchase contract is entered into for the principal residence or the construction or reconstruction of the principal residence begins.

If there is a delay or cancellation of the purchase or construction, the distribution may be rolled back into an IRA, tax-free, within 120 days of receipt.

**Higher Education Expenses.** The exception applies to the extent that your IRA distributions during the year do not exceed the qualified higher education expenses for academic periods in that year. Such expenses include tuition, fees, books, supplies and equipment required for enrollment or attendance at an eligible educational institution on a full-time, half-time or less than half-time basis. They also include room and board if the student is enrolled at least half-time (*generally, the greater of the actual amount charged if the student resides in housing owned or operated by the school or the room and board allowance, as determined by the school, that was included in the cost of attendance (for federal financial aid purposes) for a particular academic period and living arrangement of the student*).

The qualified expenses must be reduced by the amount of any Pell Grant or other tax-free scholarship, tax-free distributions from Coverdell Education Savings Accounts (formerly Education IRAs), and tax-free employer-provided educational assistance. However, they are not reduced for the individual’s earnings, education loans, gifts, inheritances, personal savings, or savings from a qualified state tuition program.

An eligible educational institution is any college, university, vocational school or other post-secondary educational institution eligible to participate in federal student aid programs. This includes virtually all accredited public, nonprofit and proprietary post-secondary institutions.

**Rollover or Transfer.** There is no penalty tax on the payment if it is used to make a rollover contribution. Also, there is no penalty tax if a direct transfer between custodians or trustees is made.

#### **(k) Benefits Between Ages 59½ and 70½.**

**Request for Payments.** Upon written request, you may receive payment of any or all of your Traditional IRA at any time between ages 59½ and 70½. Payment may be requested for any reason and you do not need to mention the reason with the request.

#### **(l) Benefits After Age 70½.**

**Deadline.** Federal tax rules require that benefit payments from your Traditional IRAs begin no later than April 1 following the calendar year in which you reach age 70½ – your required beginning date.

**Request for Payment.** You must select, in writing, one or a combination of the following forms of payment for your Traditional IRA:

- A single payment;
- Periodic payments; or
- The purchase and distribution of an immediate annuity contract, if permitted and feasible under this IRA as determined by us in our sole discretion.

If you elected periodic payments, you may request additional payments at any time.

**Required Minimum Distributions.** If you do not receive the entire balance of your Traditional IRA by the April 1 date, you must have started receiving payments each year that satisfy the federal required minimum distribution rules by that date.

**Penalties for Failure to Take Minimum Distributions.** After you reach age 70½, you are subject to a penalty tax if the part of your Traditional IRA actually paid to you in a year is less than the minimum payment required by law. The penalty is 50% of the difference between the minimum required payment and the actual payment.

**Periodic Payments.** If you do not receive the entire balance of your Traditional IRA by your required beginning date, you must receive payment each year of at least your required minimum distribution.

**Payments During Owner’s Lifetime.** You have until April 1 of the year following the year you reach age 70½ (*your 70½ year*) to receive your distribution for your 70½ year. The required minimum distribution for any year after your 70½ year must be made by December 31 of that later year.

**Example.** You were born on February 20, 1948. You reach 70½ on August 20, 2018. For 2018 (*your 70½ year*), you must receive the required minimum distribution from your Traditional IRA no later than April 1, 2019. You must receive the required minimum distribution for 2019 by December 31, 2019.

**Figuring Your Required Minimum Distribution.** Your required minimum distribution for each year is calculated by dividing the Traditional IRA account balance as of the close of business on December 31 of the preceding year by the life expectancy table from the IRS regulations. (*See the Note below.*)

The distribution period is based on your age and is not affected by your beneficiary's age unless your sole beneficiary is your spouse who is more than 10 years younger than you, as discussed below.

To figure the required minimum distribution for 2019, divide your account balance at the end of 2018 by the distribution period from the table for your age as of your birthday in 2019:

*Note: The table, found in IRS Publication 590-B (titled "Distribution from Individual Retirement Arrangements (IRAs)") is Table III (Uniform Lifetime). The correct distribution period is the "applicable divisor" listed next to your age as of the last day of the year for which you are calculating the required distribution.*

**Example.** Joe, born October 1, 1947, reached age 70½ in 2018. He must receive his 2018 required minimum payment by April 1, 2019. Joe's Traditional IRA account balance is \$24,000 as of December 31, 2017—the last day of the year preceding the year for which payment is required, here 2018. Joe's beneficiary does not qualify for the special treatment for younger spouses.

Joe's distribution period for 2018 is 26.5 as Joe turns 71 in 2018. The required minimum distribution for 2018, Joe's first distribution year (his 70½ year), is \$905.66 (\$24,000 divided by 26.5). This amount is distributed to Joe by April 1, 2019.

Joe's Traditional IRA account balance as of December 31, 2018 is \$26,400.

Joe's distribution period for 2019 is 25.6. The required minimum distribution for 2019, his second distribution year, is \$1,031.25 (\$26,400 divided by 25.6). This amount is distributed to Joe by December 31, 2019.

**Required Minimum Distribution When a Spouse is the Sole Beneficiary.** If your spouse is more than 10 years younger than you, you may figure the required minimum distribution based on your joint life expectancy. To qualify, your spouse must be the sole beneficiary of your IRA account at all times during the year for which the distributions are being made. (*If your spouse was your sole beneficiary in a year until the time you are divorced or widowed, you may still determine your required minimum distribution for that year using your joint life expectancy. Consult your accountant, lawyer or other qualified tax advisor for additional information.*)

If you qualify, your required minimum distribution for each year is calculated in the same manner as above, except that the distribution period is based on your joint life expectancy. The distribution period is the number at the intersection of the ages of you and your spouse (*as of your birthdays in the year at issue*) in Table II (*Joint Life and Last Survivor Expectancy*) (*For Use by Owners Whose Spouses are More Than 10 Years Younger and Are the Sole Beneficiaries of their IRAs*) in IRS Publication 590-B.

**Payments After Owner's Death.** Required minimum distributions following your death are discussed below.

**General Rules.** If you have more than one Traditional IRA, you must determine the required minimum distribution separately for each Traditional IRA; however, you can add these minimum amounts together and take the total required minimum distribution from any one or more of the Traditional IRAs.

If you receive more in any year than the required minimum distribution for that year, you will not receive credit for the additional distribution when determining the required minimum distributions for future years. However, any amount distributed in your 70½ year will be credited toward the amount that must be distributed to you by April 1 of the following year.

See your accountant, lawyer or other qualified tax advisor with any questions you may have about these required minimum distribution rules.

**Default Procedures.** If you do not commence distributions by your required beginning date, we will assume you are taking your required minimum distribution from another Traditional IRA and will make no payment from this IRA until you make a proper payment request.

However, we (in our sole discretion) may change our default procedures for this IRA and may follow any other course of action permitted under the Custody Account Agreement and applicable law that has been disclosed to you in a written notice provided at least 30 days prior to the applicable required distribution date. For example, after appropriate written notice, we could:

- Pay your entire IRA to you in a single payment, or
- Determine your required minimum distribution for each year based on your applicable distribution period and pay those distributions to you until you direct otherwise in writing.

Even though we may make a distribution under our selected default distribution methodology, it is your responsibility to ensure that you satisfy these required minimum distribution rules. We have no liability in this regard.

### (m) Taxation of Benefits.

**Tax-Deductible Contributions Only.** If the entire balance of all of your Traditional IRAs consists of tax-deductible contributions, rollovers of pre-tax contributions made to a retirement plan and account earnings, then all benefits paid from your Traditional IRA are taxable as ordinary income when received.

**Both Tax-Deductible and Non-Deductible Contributions.** If you made any non-deductible contributions to your Traditional IRAs, or you rolled over to your Traditional IRA non-deductible (after-tax) contributions that you made to a retirement plan, then each distribution from your IRA will consist of a nontaxable portion (the return of nondeductible contributions) and a taxable portion (the return of any deductible contributions, pre-tax rollover contributions and account earnings). Thus, you may not take a distribution which is entirely tax-free. (This rule may not apply to IRA distributions that are rolled over to an eligible retirement plan.)

The following formula is used to determine the non-taxable portion of your Traditional IRA distributions for a taxable year:

$$\frac{\text{Remaining non-deductible contributions}}{\text{Year-end total Traditional IRA account balance}} \times \text{Total distributions for the year} = \text{Non-taxable distributions for the year}$$

To figure the year-end total Traditional IRA account balance, treat all of your Traditional IRAs as a single IRA. This includes all Traditional IRAs, Traditional Conduit IRAs, SEP-IRAs, SIMPLE IRAs and rollover IRAs (other than Roth IRAs). You also add back the Traditional IRA distributions taken during the year.

Example: An individual makes the following contributions to his/her Traditional IRAs:

Year	Tax-deductible	Non-deductible
2016	\$5,500	
2017	\$2,500	\$3,000
2018	\$2,600	\$2,900
2019	\$5,500	\$500
	<hr/>	<hr/>
	\$16,100	\$6,400

Tax-deductible Contributions: \$16,100

Non-deductible Contributions: \$6,400

Earnings on Traditional IRA \$3,940

Total Account Balance of Traditional IRAs as of December 31, 2019: \$26,440 (including distributions in 2019)

In 2019, the individual took distributions of \$3,000. The total account balance in the IRAs on 12/31/2019, plus calendar year 2019 distributions, is \$26,440. The non-taxable portion of the distributions for 2019 is figured as follows

$$\frac{\$6,400}{\$26,440} \times \$3,000 = \$726.17$$

Thus, \$726.17 of the \$3,000 distributions in 2019 will not be included in the individual's taxable income. The remaining \$2,273.83 will be taxable income for 2019. In figuring the non-taxable portion of distributions in the future, the \$726.17 will be subtracted from the amount of nondeductible contributions, as it no longer remains in the Traditional IRA.

**No Exceptions for Lump-sum Distributions.** The above rules apply to all types of distribution, including lump-sum distributions. IRA distributions do not qualify for the special income tax rules (10-year averaging or long term capital gain treatment) that apply to certain lump-sum distributions from qualified retirement plans.

**Rollover or Transfer.** You may be eligible to defer the taxation of your IRA benefits by making a tax-free rollover to another Traditional IRA, a retirement plan or tax-sheltered annuity. Also, you may be eligible to have us make a tax-free direct transfer to the custodian or trustee of another Traditional IRA or a retirement plan or to the issuer of a tax-sheltered annuity.

**Transfer upon Divorce.** If an account is transferred from one spouse to the other by a divorce decree (or written document related to divorce), the transfer is not a distribution and is tax-free. Starting from the date of transfer, the account is treated as the IRA of the receiving spouse. Any future distributions to the receiving spouse will be subject to the taxation rules above.



**Withdrawal of Certain Contributions.** You may be eligible to make a tax-free withdrawal of the current year's contribution.

**Transfer to a Health Savings Account.** If you are eligible to make health savings account (HSA) contributions, you may qualify to make a tax-free transfer from your Traditional IRA to your HSA, called a "qualified HSA funding distribution." Qualified HSA funding distributions cannot be made from on-going SEP-IRAs or SIMPLE IRAs. The maximum qualified HSA funding distribution that you may make is your annual HSA contribution limit, based on your coverage level (self-only or family) at the time of the transfer. If you cease to be an "eligible individual" under the HSA rules within the 12-month period following your qualified HSA funding distribution, the amount transferred to the HSA will be subject to income tax and a 10% penalty tax (unless you cease to be an eligible individual due to your death or because you became disabled as defined by Sec. 72(m)(7) of the Internal Revenue Code). Generally, you may only make one qualified HSA funding distribution in your lifetime. The qualified HSA funding distribution must be made in a trustee-to-trustee transfer from your Traditional IRA to the HSA (the amounts cannot be paid to you). Additional rules apply. You should consult with an accountant, lawyer or other qualified tax advisor about your situation.

**Qualified Charitable Distributions.** If you are age 70½ or older, you may qualify to make a tax-free distribution of up to \$100,000 per year from your IRA to a qualifying charity. The distribution must be paid to the qualifying charity directly by us, and can count towards any required minimum distribution you may need to receive for the year. Additional rules apply. The requirements for qualified charitable distributions are very complex, as are the potential effects of such a distribution on your current income tax and future financial situation. You should consult with an accountant, lawyer or other qualified tax advisor about your situation.

**BEN IRAs.** If the Traditional IRA you inherit holds non-deductible contributions, you must determine the taxable portion of distributions from your BEN IRA separately from your own Traditional IRAs.

## 5. ROTH IRAs

### (a) Eligibility.

**General Rules.** You may contribute to your Roth IRA for any year that you (or your spouse if you file a joint return) have compensation, if you meet the income restrictions below. You may contribute to a Roth IRA even if you are a participant in another retirement plan. Also, there is no age limit -- you may make contributions to your Roth IRA at any age, even after you reach age 70½.

You may also establish a Roth IRA to hold a rollover of designated Roth contributions made to an eligible retirement plan or a conversion of other amounts held in an eligible retirement plan, even if your income prohibits you from making Roth IRA contributions for the year. Certain other special contributions are allowed to a Roth IRA.

### (b) Amount.

**Maximum Contribution.** Subject to the income limitations and phase-out rules below, you may contribute up to the applicable maximum contribution limit that applies to you in the given tax year.

### (c) Phase-out of Maximum Contribution.

The maximum contribution amount for Roth IRAs in 2019 is phased out if your modified AGI for the year is between:

- Single Return/Head of Household: \$122,000 and \$137,000
- Joint Return/Qualifying Widow(er): \$193,000 and \$203,000
- Married Filing Separate Return: \$0 and \$10,000

*Note: These phase-out ranges may change in subsequent years due to inflationary adjustments.*

**Maximum Contribution Below Range.** If your modified AGI for a year is below the applicable phase-out range for your tax filing status you (or your spouse) may make the maximum contribution to your Roth IRA for the year.

**No Contribution Above Range.** If your modified AGI for a year is above the applicable range for your tax filing status you (or your spouse) may not make any Roth IRA contributions for the year, except as described herein.

**Modified AGI Defined.** "Modified AGI" for the purpose of a Roth IRA contribution means your AGI for the year (as defined herein) minus any income from converting Traditional IRAs into Roth IRAs or from a conversion from an employer-sponsored retirement plan to a Roth IRA.

### (d) Figuring Your Maximum Contribution if your Modified AGI is Within Phase-Out Range.

If your modified AGI is within the phase-out range, you must determine your maximum Roth IRA contribution for the year. The first step is to calculate your "excess modified AGI" for the year. For 2017, it is the amount by which your modified AGI exceeds:

- Single Return/Head of Household: \$122,000
- Joint Return/Qualifying Widow(er): \$293,000
- Married Filing Separate Return: \$0

As the phase-out ranges in item 5(c) increase in future years, \$122,000 and \$193,000 will be replaced by the applicable new phase-out

limit.

The second step is to apply the following formula appropriate for your filing status:

Single Return:

$$\frac{\text{Excess Modified AGI}}{\$15,000} \times \$6,000 = \text{Maximum Roth IRA Contribution}$$

Married Filing Joint or Separate Return:

$$\frac{\text{Excess Modified AGI}}{\$10,000} \times \$6,000 = \text{Maximum Roth IRA Contribution}$$

If you are age 50 or over, \$7,000 replaces \$6,000 in the formulas above.

The third step is to adjust your result by rounding the result down to the next lower \$10 level (the next lower number which ends in zero). For example, if the result is \$1,525, you must round it down to \$1,520. If the final result is between \$0 and \$200, the maximum Roth IRA contribution is \$200.

#### **(e) Corrective Withdrawals.**

You may make a tax-free withdrawal of any excess contribution you made to your Roth IRA for a year if you withdraw the contribution, together with any earnings on it, by the due date (including extensions) for filing your income tax return. You must include the earnings on the contribution in your taxable income as ordinary income for the year of the contribution. The earnings also are subject to a 10% penalty tax on premature distribution if you are under age 59½ (certain exceptions apply).

#### **(f) Benefits Before Age 59½.**

**Request for Payment.** Upon written request, you may receive payment of any or all of your Roth IRA at any time before age 59½. Payment may be requested for any reason, however you must include a statement of the reason with the request.

**10% Penalty Tax on Earnings.** In addition to any regular income tax due (see below), you are also subject to a penalty tax equal to 10% of the amount of taxable earnings paid before you reach age 59½, unless an exception applies.

**Special Rule for Conversion Contributions.** If you withdraw amounts that you converted from a Traditional IRA to a Roth IRA during the five-year period beginning on the first day of the taxable year in which the conversion was made, the withdrawal will be subject to the 10% early withdrawal penalty. However, the penalty will not be assessed if an exception applies.

#### **Exceptions. The 10% penalty tax does not apply to benefits paid from a Roth IRA:**

- On or after age 59½.
- On or after your death.
- Due to your disability (as described below).
- In substantially equal periodic payments for your lifetime or the lifetimes of you and your beneficiary.
- For first-time homebuyer expenses (up to \$10,000) for you, your spouse, or any child, grandchild, parent, grandparent, or other ancestor of you or your spouse.
- For higher education expenses for you, your spouse, your children and grandchildren, and your spouse's children and grandchildren.
- For unreimbursed medical expenses exceeding 10% of adjusted gross income for the medical care of yourself, your spouse and your dependents.
- For medical insurance premiums for you, your spouse, and your dependents if all four of the following conditions apply:
  1. You lost your job;
  2. You received unemployment compensation paid under any federal or state law for 12 consecutive weeks;
  3. The distributions are made during either the year you received the unemployment compensation or the following year; and
  4. The distributions are made no later than 60 days after you have been reemployed.

*(Note: This includes a self-employed individual who would have received such unemployment compensation but for the fact he or she was self-employed.)*

- On account of a tax levy on your IRA.

- That qualify for special disaster relief (such as “qualified hurricane distributions”).
- That qualify as a “qualified reservist distribution,” as defined in Sec. 72(t)(2) of the Internal Revenue Code.

**Disability.** You are considered disabled for purposes of the exception if you cannot do any substantial gainful activity because of your physical or mental condition. A physician must determine that the condition is expected to be of long-continued and indefinite duration or to lead to death.

**First-Time Homebuyer Expenses.** The exception applies if you use the IRA distribution within 120 days after receipt to pay the costs of acquiring, constructing or reconstructing a principal residence for a “first-time homebuyer.” Such costs include any usual or reasonable settlement, financing or other closing costs. However, there is a lifetime limit of \$10,000 on the aggregate distributions from all your IRAs for first-time homebuyer’s expenses.

A person who has not owned a principal residence for two years is considered for a “first-time homebuyer.” For a married couple, both spouses must satisfy this requirement. The 2-year measuring period ends on the date that a binding purchase contract is entered into for the principal residence, or the construction or reconstruction of the principal residence begins.

If there is a delay or cancellation of the purchase or construction, the distribution may be rolled back into an IRA, tax-free, within 120 days of receipt.

**Higher Education Expenses.** This exception applies to the extent that the IRA distributions during a year do not exceed the qualified higher education expenses for academic periods in that year. Such expenses include tuition, fees, books, supplies and equipment required for enrollment or attendance at an eligible educational institution on a full-time, half-time or less than half-time basis. They also include room and board if the student is enrolled at least half-time (generally, the greater of the actual amount charged if the student resides in housing owned or operated by the school or the room and board allowance, as determined by the school, that was included in the cost of attendance (for federal financial aid purposes) for a particular academic period and living arrangement of the student).

The qualified expenses must be reduced by the amount of any Pell Grant or other tax-free scholarship, tax-free distributions from Coverdell Education Savings Accounts (formerly Education IRAs), and tax-free employer-provided educational assistance. However, they are not reduced for the individual’s earnings, education loans, gifts, inheritances, personal savings, or savings from a qualified state tuition program.

An eligible educational institution is any college, university, vocational school or other post-secondary educational institution eligible to participate in federal student aid programs. This includes virtually all accredited public, nonprofit and proprietary post-secondary institutions.

**Rollover or Transfer.** There is no penalty tax on the payment if it is used to make a rollover contribution to another Roth IRA. Also, there is no penalty tax if a direct transfer between custodians or trustees is made.

#### **(g) Benefits After Age 59½**

**Request for Payment.** Upon written request, you may receive payment of any part or all of your Roth IRA at any time after age 59½. Payment may be requested for any reason.

In addition, the lifetime required minimum distribution rules that apply to Traditional IRA accounts after age 70½ do not apply to Roth IRAs. You may leave your benefits in your Roth IRA indefinitely (*but required minimum distribution rules do apply to beneficiaries of your Roth IRA*).

Caution: For tax-free distribution of Roth IRA investment earnings, the distribution must be qualified. (*See below.*)

#### **(h) Taxation of Benefits.**

**Tax-Free Withdrawal of Contributions.** Because you already have paid taxes on the amounts contributed to your Roth IRAs, you will not be taxed again when you withdraw those contributions.

**Tax-Free Withdrawal of Earnings.** The investment earnings on your contributions also are not taxed when you withdraw them, if paid out in qualified distributions.

**Qualified Distributions.** Investment earnings are not taxed when withdrawn from a Roth IRA if (i) a 5-year holding period is satisfied, and (ii) the distribution is made:

- On or after age 59½.
- On or after your death.
- Due to your disability (*as described above*).
- For first-time homebuyer expenses (up to \$10,000) for you, your spouse, or any child, grandchild, parent, grandparent, or other ancestor of you or your spouse. (*See above.*)

The 5-year holding period begins on the first day of the first tax year for which you (or your spouse) make a contribution to any Roth IRA maintained for your benefit, including the first tax year in which a conversion contribution is made. If the contribution for a year is made

by the due date for filing your tax return (*without extensions*), the first year of the holding period is the tax year to which the contribution relates, not the year in which it is actually made. (*If you make the conversion by rollover, the holding period begins with the year the rollover distribution occurs.*)

The 5-year holding period is not recalculated at your death, but continues through the period that the Roth IRA is held by a beneficiary. The holding period for an inherited Roth IRA is determined separately from the holding period for the beneficiary's other Roth IRAs.

However, if a surviving spouse beneficiary treats a Roth IRA as his/her own, the spouse's five-year holding period is the earlier of the expiration of the holding period on the inherited Roth IRA or the expiration of the holding period on the spouse's own Roth IRAs.

**Non-Qualified Distributions.** If your withdrawal of Roth IRA investment earnings is not a qualified distribution, then those earnings are taxable as ordinary income in the year received. They are also subject to the 10% penalty tax on early distributions, if applicable.

However, federal tax rules established an order of priority for amounts withdrawn. Withdrawals from Roth IRAs are treated as coming from regular contributions first (*including any amounts rolled into the IRA in a qualified distribution from a designated Roth contribution account*). Next, they are treated as coming from conversion contributions on a first-in-first-out basis. Only after the total amount withdrawn exceeds the amount of contributions to all of your Roth IRAs will the withdrawal be attributed to investment earnings subject to ordinary income tax (*as a non-qualified distribution*).

**Rollover or Transfer.** You may be eligible to defer the taxation of a non-qualified distribution by completing a tax-free rollover to another Roth IRA. Also, you may be eligible to have us make a tax-free direct transfer to the custodian or trustee of another Roth IRA.

**Transfer upon Divorce.** If an account is transferred from one spouse to the other by a divorce decree (*or written document related to divorce*), the transfer is not a distribution and is tax-free. Starting from the date of transfer, the account is treated as the Roth IRA of the spouse who receives it. Any future distributions to the receiving spouse will be subject to the taxation rules above.

## 6. BEN IRA

If you are the designated beneficiary of any portion of an IRA and that IRA owner dies, a separate account will be established to reflect the portion of the IRA to which you become entitled. This separate account is called a BEN IRA. However, if you are both the surviving spouse and the sole beneficiary of the IRA owner, you may elect to treat the account as your own. In that case, a BEN IRA will not be established.

The establishment of a separate BEN IRA is not a distribution to you and has no immediate tax consequences for you. However, it is necessary to establish a separate account to properly calculate required distributions and for tax reporting purposes.

A BEN IRA also may include an IRA established by a non-spouse beneficiary to receive funds inherited under an eligible retirement plan. The BEN IRA must be established by a direct trustee-to-trustee transfer of the funds—the funds cannot be distributed to the non-spouse beneficiary. This type of BEN IRA is subject to special required minimum distribution rules.

A BEN IRA may not receive any contributions after it is established, including rollover contributions. However, a BEN IRA may be transferred to another BEN IRA in a trustee-to-trustee transfer. A BEN IRA may be a Traditional (including SEP), Roth, or SIMPLE IRA, depending on the type of account the decedent had.

## 7. SEP-IRA

### (a) General Rules.

A simplified employee pension (*SEP*) is a retirement plan that permits your employer (*or you, if self-employed*) to contribute to your Traditional IRA (*SEP contributions cannot be made to any Roth IRAs or SIMPLE IRAs*). Like other Traditional IRA contributions, SEP contributions and any earnings are excluded from your taxable income until you withdraw them from the IRA. However, unlike regular Traditional IRA contributions, SEP contributions may be made to your Traditional IRA even if you are over age 70½.

**Limits on Employer Contribution.** For tax years beginning in 2019, your employer may contribute up to \$56,000, or if less, 25% of your compensation (*up to a compensation cap of \$280,000*). The \$56,000 and \$280,000 figures will be adjusted for inflation in the future.

### (b) Salary Reduction Feature.

If your employer's SEP included a salary reduction feature before January 1, 1997, and the SEP satisfies the requirements below, your employer may allow you to elect to reduce your current compensation and have the amount of the reduction contributed to your Traditional IRA. This salary reduction amount would not be included in your income for tax purposes until you receive a distribution from your IRA. The amount you may contribute each year depends on the statutory maximum for that tax year and your age at the end of the calendar year in question.

**For the limit in effect for any given year, refer to the chart below.**

**Limit for Taxpayers Age 50 or Over.** Your employer may allow employees age 50 and over by the end of the applicable calendar year to make additional “catch-up” contributions to their SEP. If your employer allows these extra contributions and you are at least 50, you may make this additional contribution regardless of your past contribution history.

#### **Contribution Limits.**

For the 2019 tax year	Contribution limit for taxpayers under age 50	Contribution limit for taxpayers age 50 or over*
	\$19,000	\$25,000

\* This limit only applies if your employer allows “catch-up” contributions.

The contribution limits apply to the total amount of salary reduction contributions you make for the year to a SEP, a 401(k) plan, a 403(b) plan, or a SIMPLE IRA. Contribution limits will be adjusted for inflation for years after 2019.

In addition, the federal tax rules also place limits on the total amount certain highly compensated individuals may contribute to their SEP. If these rules apply to you, your employer will notify you and a portion of your contributions will be refunded to you.

The total amount of your salary reduction contribution and your employer’s contribution cannot exceed the applicable limit for the tax year, as listed in part (a) above.

SEP Requirements for Salary Reduction Feature. The tax rules do not allow salary reduction contributions if:

1. Your employer had more than 25 eligible employees during the preceding year,
2. Less than 50% of the employees elect to use the salary reduction arrangement,
3. Your employer is a governmental agency or tax-exempt entity, or
4. Your employer’s SEP did not include a salary reduction feature before January 1, 1997.

#### **(c) Other IRA Contributions.**

Even if your employer contributes to an IRA for you through a SEP plan (including your contributions through salary reduction), you will still be able to contribute to Traditional and/or Roth IRAs for yourself and your spouse, subject to the limitation discussed above. The deductibility of your Traditional IRA contributions, however, may be limited. (Roth IRA contributions are always non-deductible.) The employer’s SEP contributions and your Traditional IRA contributions may be combined in the same account.

*Note: If your employer simply makes a contribution to an IRA for you that is not part of a SEP or SIMPLE plan, then the regular \$6,000 per year limit (or \$7,000 for those age 50 or over) for 2019 applies to the total contributions made by you and your employer.*

#### **(d) Withdrawals.**

Withdrawals from a SEP-IRA are subject to the same rules as Traditional IRAs.

#### **(e) SEP Plan Document – IRS Form 5305-SEP.**

If you are an employer or self-employed individual, then you may set up a SEP plan by using the IRS Form 5305-SEP (“Simplified Employee Pension- Individual Retirement Accounts Contribution Agreement”). A SEP plan allows you to continue salary reduction arrangements and includes other plan features, such as integration with social security. You should consult your accountant, lawyer or other qualified tax advisor to make sure a SEP plan fits your specific situation and is implemented properly.

#### **(f) Employer Tax Credit for Plan Start-Up Costs.**

Small employers that establish new retirement plans, including SEPs, may be eligible to take advantage of a tax credit for some of the costs of establishing the new plan. The credit equals 50% of the start-up or maintenance costs in the first three years of plan operation, with a maximum yearly credit of \$500. To be eligible, the employer must not have employed more than 100 employees who received at least \$5,000 in compensation from the employer in the preceding year. In addition, the employer must not have established or maintained another qualified plan during the prior three years. Other restrictions apply. An employer should consult with an accountant, lawyer or other qualified tax advisor to see if it qualifies for this credit.

### **8. FORM AND TIMING OF IRA CONTRIBUTIONS**

#### **(a) Form.**

Your annual contributions to an IRA must be in the form of cash or check. You cannot contribute other assets (such as stocks or bonds).

## (b) Timing.

You may contribute to a Traditional (*including SEP*) and/or Roth IRA for a given year at any time from the first day of the year until the due date for filing your tax return for that year, usually April 15 of the following year. (*Note: A tax return extension does not extend the deadline for IRA contributions.*) When you make your contribution, you should indicate for which year it is. If you do not indicate the contribution year, we will assume that it is for the year in which we receive it.

## 9. ROLLOVERS

### (a) General Rules.

**Types of Rollovers.** You may be eligible to defer taxes on a distribution from a retirement program by making a “rollover” to an IRA. A rollover is a tax-free movement of cash or other assets from one retirement program to another. There are two kinds of rollovers. In one, you receive a distribution from an IRA and then contribute it to another IRA or eligible retirement plan. (See below.) In the other, you either receive a distribution from an eligible retirement plan and then contribute it to an IRA or arrange to have the distribution transferred directly from the eligible retirement plan to an IRA. (*See below.*) You generally may use more than one IRA to receive the rollover contribution (*but some employers may limit direct rollovers to one IRA*).

**Professional Advice.** Rollovers have important tax consequences and the rules are complex and subject to change. We encourage you to consult with an accountant, lawyer or other qualified tax advisor about your situation. You are responsible for determining whether or not a rollover is proper under the tax laws.

**60-Day Limit.** You must complete a rollover by the 60th day after the day you receive the distribution from the IRA or eligible retirement plan. (*There is a special exception to this rule for amounts that become frozen deposits in a bankrupt or insolvent financial institution, and for certain other payments (e.g., qualified hurricane distributions, certain loan offsets from an eligible employer plan, and improper federal tax levies) pursuant to the Code.*) If you do not complete the rollover within this 60-day period, the distribution will be subject to income tax in accordance with the IRA taxation rules described in this document, or if retirement plan assets, as described in the plan documents you receive.

Congress has authorized the IRS to create a hardship exception to the 60-day rule. The IRS issued Revenue Procedure 2003-16 which provides for both an automatic exception in certain limited situations (for example, where the amounts were not deposited within the 60 days due to an error by the financial provider) and a process to seek IRS approval in other situations. Consult your accountant, lawyer or other qualified tax advisor if you are unable to complete a rollover in the 60-day period to see if you qualify for the automatic exception or your situation may qualify with IRS approval.

**No Tax Deduction.** Generally, you do not include the amount rolled over in your income and you cannot take a tax deduction for the year the rollover was completed. However, a conversion from a Traditional IRA to a Roth IRA is subject to tax. (*See below.*) The amount rolled into a Traditional IRA, to the extent it contains tax-deductible contributions and all earnings, is subject to tax later, when you withdraw that amount from the IRA. The earnings on amounts rolled into or converted to a Roth IRA are not taxed when you withdraw them, if paid out in qualified distributions.

**Designated Roth Contributions.** Qualified employer plans and tax-sheltered annuities may allow participants to designate certain deferrals as “designated Roth contributions.” Designated Roth contributions are similar to Roth IRA contributions, but some different rules apply. Distributions of designated Roth contributions may be rolled over to a Roth IRA (or employer plan that accepts such rollovers), subject to certain limitations. (*See below.*) However, if you roll designated Roth contributions into a Roth IRA, the amounts become subject to the Roth IRA rules, including the Roth IRA 5-year holding period requirement, even if you had previously satisfied the 5-year holding period under the eligible retirement plan. For example, you establish your first Roth IRA to hold a rollover of designated Roth contributions that was a qualified distribution from your employer’s retirement plan. Even though you had previously satisfied the 5-year holding period under your employer’s retirement plan, you must now satisfy the Roth IRA 5-year holding period before you may receive a qualified distribution from your Roth IRA.

**Eligible Retirement Plan.** An eligible retirement plan is a qualified employer plan, a tax-sheltered annuity or certain governmental Code section 457 plans.

### (b) Rollover from an IRA.

**General Rules.** Subject to the waiting period rules discussed below, you may withdraw any or all of the assets from an IRA and reinvest them tax-free within 60 days in another IRA of the same type. This includes rollovers between Traditional IRAs (*which may combine tax-deductible and non-deductible contributions*) or rollovers between Roth IRAs.

However, a conversion from a Traditional IRA, SEP-IRA, or SIMPLE IRA to a Roth IRA is subject to tax. In addition, to the extent the withdrawal is an eligible rollover distribution you may also withdraw assets from an IRA and reinvest them tax-free into an eligible

retirement plan that accepts such rollovers. The distributing IRA does not need to be a Conduit IRA, unless required by the eligible retirement plan.

*Note: Distributions that are rolled over to an eligible retirement plan will become subject to that plan's rules, including the rules on investment and withdrawals.*

**Eligible Rollover Distribution.** An eligible rollover distribution from an IRA to an eligible retirement plan is subject to the following rules:

1. A distribution will not qualify for rollover if it is one in a series of substantially equal annual or more frequent distributions made over your life or life expectancy over the joint life or life expectancy of you and your beneficiary, or over a period of 10 years or more.
2. A distribution will not qualify for rollover to an eligible retirement plan to the extent that:
  - It is not taxable to you (e.g., it reflects a return of your after-tax contributions to a retirement plan or your non-deductible contributions to an IRA or it is from a Roth IRA).
  - It is a required minimum distribution made after you have reached age 70½.
  - It is a corrective distribution of excess contributions.
  - It is otherwise prohibited from rollover under the rules prescribed by the IRS.

*Note: Your IRA balance attributable to after-tax, Roth or designated Roth contributions to either an eligible retirement plan or an IRA may not be rolled over to an eligible retirement plan. Such amounts may be rolled over to another IRA of the same type.*

To determine the amount that may be rolled over to an eligible retirement plan, first add up the balances of all of your IRA accounts other than Roth IRAs. Then, subtract the amount attributable to after-tax contributions, either to a plan or an IRA. The remaining amount may be rolled over to an eligible retirement plan.

For individuals who reached age 50 by January 1, 1986, 10-year averaging or long-term capital gain treatment (*under pre-1987 tax rules*) is available for lump-sum distributions from qualified employer plans or government plans. However, these special rules are not available for any distribution from a qualified plan that has accepted an eligible rollover distribution from an IRA.

**Partial Rollover.** If you prefer, you may roll over part of the Traditional IRA withdrawal to an eligible retirement plan tax-free and keep the rest of it. The amount you keep is generally taxable as ordinary income in the year you receive it, except to the extent it is a return of non-deductible contributions. The taxable amount also is subject to a 10% penalty tax if you are under age 59½, unless an exception applies.

**Rollover of Securities.** For rollovers between IRAs, you must roll over to the new IRA the same securities or other property you received from your old IRA. For example, if you received stock from your old IRA, you must use the same stock for the contribution to your new IRA. We may, at our sole discretion, refuse to accept particular securities or property if sound administration or custody of the investment is not feasible, the investment presents burdensome valuation problems, or is otherwise prohibited by law.

For rollovers from an IRA to an eligible retirement plan, the plan's rules govern what will be accepted as a rollover - cash or property. Consult us for more information.

**Waiting Period Between Rollovers.** Rollovers from IRAs are subject to a one-year waiting period. Rollovers from IRAs are limited to one per 12-month period. This limitation applies to all of your IRAs. You may roll over only one otherwise-eligible distribution you receive from any IRA to any other IRA in a 12-month period. However, this rule does not apply to conversions to a Roth IRA or a recharacterization or to trustee-to-trustee transfers. We encourage you to consult with an accountant, lawyer or other qualified tax advisor about your situation prior to taking a rollover distribution as the rules have recently changed.

**Roth IRA Conversions.** Any or all of a Traditional, SEP or SIMPLE IRA may be converted to a Roth IRA.

*Caution: Your SIMPLE IRA cannot be converted to a Roth IRA until you have two years of participation in your employer's SIMPLE.*

You may make the conversion by instructing us to change the designation of your Traditional, SEP, or SIMPLE IRA to a Roth IRA, if the Roth IRA is offered by us. Otherwise, you may convert by making a rollover or transfer from a Traditional, SEP, or SIMPLE IRA to a Roth IRA. The amount of the conversion, minus any return of your tax basis, is taxable as ordinary income in the year the conversion occurs. (*If you make the conversion by rollover, the tax is imposed for the year the rollover distribution occurs.*) The 10% penalty tax on early withdrawals does not apply to such conversions.

*Caution: Any withdrawal of conversion amounts from your Roth IRA within the 5-year period beginning on the first day of the taxable year in which the contribution is made would be subject to the 10% penalty tax on early distributions for the entire amount of the conversion and earnings attributable to the withdrawal, if no exception applies.*

**BEN IRA.** If you establish a BEN IRA to hold amounts you inherited as a non-spouse beneficiary under certain eligible retirement plans or if you inherit an IRA from anyone other than your spouse, that BEN IRA may not be rolled over to another IRA or qualified retirement plan or tax-sheltered annuity. Also, that BEN IRA may not receive any contributions, including a rollover. However, in certain situations

you may transfer a BEN IRA to a BEN IRA established with a different IRA custodian or trustee.

**Conduit IRA Option.** You may elect on the application form to have a Conduit IRA set up for the rollover funds. You may wish to consider a Conduit IRA if the original source of the funds was a qualified retirement plan or tax-sheltered annuity. (See *below*.) You may also wish to consider a Conduit IRA when you convert a Traditional IRA into a Roth IRA. Use of Conduit IRAs for such conversions may simplify recordkeeping.

**SIMPLE IRA Limitation.** After two years of participation in your "SIMPLE", you may roll over your SIMPLE IRA to a Traditional or Roth IRA, a qualified employer plan, tax-sheltered annuity, or governmental Code section 457 plan that accepts such rollovers. The rollover would be tax-free if you make it to a Traditional IRA or plan. However, if you make it to a Roth IRA, then the rollover would be a taxable conversion subject to tax, as described above.

### **(c) Rollover from a Plan.**

**General Rules.** If you receive an eligible rollover distribution (*other than from a designated Roth contribution account*) from a qualified employer plan, qualified government plan, or tax-sheltered annuity, you may reinvest it tax-free in a Traditional IRA by having the distribution transferred directly to the IRA in a "direct rollover" or by receiving the distribution and contributing it to the IRA within 60 days.

If you receive an eligible rollover distribution from a designated Roth contribution account in a qualified employer plan, qualified government plan or tax-sheltered annuity, you may reinvest it tax-free in a Roth IRA by having the distribution transferred directly to the IRA in a "direct rollover" or by receiving the distribution and contributing it to the Roth IRA within 60 days.

The one-rollover-per-year rule does not apply to rollovers from a plan to an IRA.

You may also make a conversion of amounts other than designated Roth contributions directly from an eligible retirement plan to a Roth IRA. Such a conversion is subject to tax.

*Note: A direct rollover or transfer from a qualified employer plan, qualified government plan or tax-sheltered annuity cannot be made to a SIMPLE IRA.*

**Eligible Rollover Distributions.** An eligible rollover distribution from a plan to a Traditional or Roth IRA is subject to the following rules:

- 1) A distribution will not qualify for rollover if it is one in a series of substantially equal annual or more frequent distributions made over your life or life expectancy, over the joint life or life expectancy of you and your beneficiary, or over a period of 10 years or more.
- 2) A distribution will not qualify for rollover to the extent that:
  - It is a required minimum distribution made after you have reached age 70½.
  - It is a corrective distribution of excess elective deferrals, excess after-tax contributions or excess matching contributions.
  - It is otherwise prohibited from rollover under the rules prescribed by the IRS.
- 3) Any portion of a distribution treated by the employer plan as a hardship distribution or due to unforeseeable emergency will not qualify for a rollover.

*Note: After-tax or designated Roth contributions may not be rolled over from an IRA to a plan. Thus, once you roll over after-tax or designated Roth contributions from a plan to an IRA, you may not roll the funds again from the IRA to another plan. A rollover of after-tax or designated Roth contributions from one qualified plan to another can only be done through a direct trustee-to trustee transfer and not by the use of an IRA.*

If you choose to receive from a plan any taxable amount that is eligible for direct rollover to a Traditional IRA, the amount you elect to receive will be subject to 20% mandatory federal income tax withholding.

For individuals who reached age 50 by January 1, 1986, 10-year averaging or long-term capital gain treatment (under pre-1987 tax rules) is available for lump-sum distributions from qualified employer plans or government plans. Lump-sum distributions from IRAs are not eligible for these special rules.

*Note: If you roll over a distribution, you will not be eligible for special averaging or long-term capital gain treatment on any distribution you later receive from that same plan (or from any other plan of the same kind maintained by the same employer).*

**Partial Rollover.** If you prefer, you may roll over part of the distribution tax-free and keep the rest of it. The amount you keep is generally subject to the normal taxation rules for such payment (as described in the plan documents you receive) in the year it is paid to you. It does not qualify for special averaging or long-term capital gain treatment. Any taxable amount you keep may be subject to an additional 10% penalty tax if you receive it before age 59½ (certain exceptions apply). Also, 20% of any taxable amount that is not transferred in a direct rollover will be withheld and applied against your taxes.



**Conduit IRA Option.** If the original source of the rollover was a distribution of amounts other than designated Roth contributions from a qualified employer plan, qualified government plan, or tax-sheltered annuity, you may want to roll the funds into the plan of a new employer in the future. Prior to 2002, if you mixed plan distributions with other IRA contributions, you would lose the right to roll them into a new employer's plan. This rule does not apply to distributions made after December 31, 2001. However, federal law gives each plan the right to establish its own rollover rules which may be more limited than the full flexibility permitted by federal law. For example, the plan may not accept rollovers of IRA contributions, but will accept rollovers of amounts attributable to 401(k) contributions. Thus, a Conduit IRA may still be advisable.

You may elect on the application form to have a Conduit IRA set up for the rollover.

**Rollover of Securities.** As we permit, if the distribution includes securities or other property, you may roll them over into the IRA. If you prefer, you may sell part or all of those assets and roll over the amount you receive into the IRA. If you sell the assets and roll over the entire amount into the IRA, the sale has no tax effect (*no gain or loss is recognized*). If you sell assets and do not roll over the entire amount from the sale, the part you do not roll over is generally subject to the normal taxation rules for such payment (*as described in the plan documents you receive*). We may, at our sole discretion, refuse to accept particular securities or property if sound administration or custody of the investment is not permitted or feasible, the investment presents burdensome valuation problems, or is otherwise prohibited by law.

**Tax-Deductible Employee Contributions.** If you receive a distribution of any part of the balance of your deductible voluntary contributions and earnings on them, you may roll it over into the Traditional IRA. (*You may also qualify to make a taxable conversion of these amounts to a Roth IRA, as described below.*) If you prefer, you may roll over part of the distribution tax-free and keep the rest of it. The amount you keep is taxable as ordinary income in the year it is paid to you. This amount may also be subject to a 10% penalty tax if you receive it before age 59½ (certain exceptions apply).

**Non-Deductible Employee Contributions.** If you made non-deductible (*after-tax*) contributions to the qualified retirement plan, a distribution of the non-deductible contributions and the earnings on those contributions may be rolled over to a Traditional IRA. The nondeductible contributions you keep are not subject to tax, but any earnings you keep are taxable as ordinary income in the year they are paid to you. The earnings you keep may also be subject to a 10% penalty tax if you receive them before age 59½ (*certain exceptions apply*). (*You may also qualify to make a conversion of these after-tax contributions to a Roth IRA, as described below.*) It is your responsibility to maintain records relating to the amount of after-tax contributions you roll over to a Traditional IRA.

*Note: After-tax contributions to an employer plan are not the same as designated Roth contributions.*

**Death Benefits - Surviving Spouse.** If a surviving spouse receives a distribution from an eligible retirement plan, the surviving spouse may roll it over into a Traditional or Roth IRA, as applicable, under the rules described above. Surviving spouses may also roll over such death benefits into another eligible retirement plan that accepts such rollovers.

**Death Benefits - Non-Spouse Beneficiary.** A non-spouse beneficiary may now establish a BEN IRA to receive a trustee-to-trustee transfer from a qualified employer plan. However, non-spouse beneficiaries are not able to roll over a death benefit into another employer plan.

*Note:* If you inherit amounts in a qualified employer plan as a non-spouse beneficiary that you wish to have transferred to a BEN IRA, we encourage you to consult with an accountant, lawyer or other qualified tax advisor due to the special required minimum distribution rules that apply.

**Divorced Individuals.** If you receive a distribution from a qualified employer plan, qualified government plan or tax-sheltered annuity which is made to you under a qualified domestic relations order, as the spouse or former spouse of a participant in the plan or annuity, you may roll it over into a Traditional or Roth IRA, as applicable, under the rule described above.

If you prefer, you may roll over part of the distribution tax-free and keep the rest of it. The amount you keep is generally subject to the normal taxation rules for such payment (*as described in the plan document you receive*) in the year it is paid to you. We may, at our sole discretion, refuse to accept particular securities or property if sound administration or custody of the investment is not permitted or feasible, the investment presents burdensome valuation problems, or is otherwise prohibited by law.

**Direct Plan to Roth IRA Conversions.** Any or all of an eligible rollover distribution (other than from a designated Roth contribution account) from an eligible retirement plan may be converted directly to a Roth IRA.

The amount of the conversion, minus any return of your tax basis, is taxable as ordinary income in the year the conversion occurs. (*If you make the conversion by rollover, the tax is imposed for the year the rollover distribution occurs.*) The 10% penalty tax on early withdrawals does not apply to such conversions.

**Caution:** Any withdrawal of conversion amounts from your Roth IRA within the 5-year period beginning on the first day of the taxable year in which the contribution is made would be subject to the 10% penalty tax on early distributions for the entire amount of the conversion and earnings attributable to the withdrawal, if no exception applies.

## 10. TRANSFERS

### (a) Transfer Between IRAs.

You may authorize us to transfer part or all of your IRA directly to the custodian or trustee of another IRA, so that you do not receive the distribution. Such direct transfers between IRAs of the same type is not a rollover. As such, the transfer is tax-free and there is no limit on their frequency. This includes transfers between your Traditional IRAs (*which may combine deductible and nondeductible contributions*) or transfers between your Roth IRAs and transfers between your SIMPLE IRAs. However, the direct transfer of a Traditional, SEP, or SIMPLE IRA to a Roth IRA is a conversion subject to tax.

You may also complete a transfer of a BEN IRA, provided that each BEN IRA you inherit or establish with respect to a given decedent remains separate from your other IRAs, including any other BEN IRA you may have.

### (b) Securities.

We may, in our sole discretion, refuse to accept particular securities or property if the sound administration or custody of that investment is not permitted or feasible, the investment presents burdensome valuation problems, or is otherwise prohibited by law.

### (c) Conduit IRA Option.

On the application form, you may elect to set up a Conduit IRA for the transferred funds.

### (d) SIMPLE IRA Limitation.

For the first two years that you participate in your employer's SIMPLE plan, you may only transfer your SIMPLE IRA to another SIMPLE IRA. After you have completed two years of participation, you may transfer your SIMPLE IRA to a Traditional IRA tax-free. At that time, you may also transfer the SIMPLE IRA to a Roth IRA, however this transfer to a Roth IRA is a conversion subject to tax.

## 11. RECHARACTERIZATION

### (a) General Rule.

You may change a contribution from a Traditional IRA contribution to a Roth IRA contribution or the reverse. This change is called recharacterization. Recharacterizing a contribution will impact the taxation of the contribution and the taxation of any withdrawals taken after the recharacterization. Any such recharacterized contributions are treated as if contributed to the new IRA (and not to the original IRA).

You recharacterize a contribution by directing that the contribution you made to an IRA for a year (*and earnings thereon*) be transferred from that IRA directly to the custodian or trustee of another type of IRA. This must be done by the due date (*including extensions*) for filing your income tax return for that year. (*For calendar-year taxpayers, this extended due date is October 15.*) If you have already filed your income tax return for the year, you must file an amended tax return for the year of the contribution by the filing deadline for amended returns.

An election to recharacterize a contribution may be made on behalf of a deceased IRA owner by his/her executor, administrator, or other person responsible for filing the IRA owner's final federal income tax return.

### (b) Limits on Recharacterization.

**SEP-IRAs and SIMPLE IRAs.** Employer contributions to a SEP-IRA or a SIMPLE IRA may not be recharacterized as Roth IRA contributions. However, such contributions could be converted to a Roth IRA.

**Tax-Free Rollovers and Transfers.** Tax-free rollovers and transfers between IRAs are disregarded in making a recharacterization. Thus, if a contribution to an IRA for a year is followed by one or more tax-free transfers between IRAs prior to recharacterization, the contribution is treated as if it remained in the original IRA for purposes of recharacterization.

**Rollovers and Conversions to a Roth IRA.** Effective January 1, 2018, a conversion from a traditional IRA, SEP-IRA or SIMPLE IRA to a Roth IRA cannot be recharacterized. Also, you cannot recharacterize amounts rolled over to a Roth IRA from an eligible retirement plan.

**Reconversions.** In general, an amount converted from a Traditional IRA to a Roth IRA and then recharacterized as a Traditional IRA contribution may not be reconverted to a Roth IRA contribution until the later of:

- the first day of the taxable year after the taxable year in which the amount was originally converted, or
- the end of a 30-day period following the recharacterization of the contribution as a Traditional IRA contribution.

## 12. THE 6% PENALTY TAX ON EXCESS CONTRIBUTIONS

### (a) General Rule.

An excess contribution is any portion of a contribution that is greater than the amount that can properly be contributed or rolled over. For each year an excess contribution remains in your IRA, you must pay a 6% penalty tax on that excess. In other words, the excess is taxed for the year of the excess contribution and each year after that until you correct it. The tax cannot be more than 6% of the value of your IRA at the end of your tax year.

### (b) Attributing Excess Contributions.

If the contributions to all of your Traditional and Roth IRAs exceed the aggregate yearly limit (\$6,000, or \$7,000 if age 50 or over for 2019), your contributions will first be applied to your Traditional IRAs. Once the limit on Traditional IRA contributions is reached, the remainder will be deemed an excess contribution to your Roth IRAs.

**Timely Correction.** You will not have to pay the 6% penalty tax if you withdraw the excess contribution, together with any earnings, by the due date (including extensions) for filing your income tax return.

### (c) Late Correction.

**Annual Penalty.** If you fail to meet the timely correction deadline, you must pay a penalty tax of 6% of the excess contribution for the year of the contribution. You will also have to pay the 6% penalty tax for each later year, if an excess is still in the IRA at the end of that year. The excess may be eliminated by either: (i) making reduced contributions in future years, or (ii) withdrawing the excess contribution from the IRA.

**Contribution Adjustment.** You may eliminate the excess in later years by contributing less than the maximum allowable contribution for any year after the excess contribution. The excess amount is treated as a contribution in the later year for purposes of determining the tax-deductible and non-deductible contributions for that year.

*Note:*

- i. You cannot reduce an excess by applying it against an earlier year in which you contributed less than the maximum amount.*
- ii. A special rule applies if you incorrectly deducted part of the excess contribution in a previous year and the statute of limitations to assess a tax deficiency for that year has expired. Any of the excess contribution that you deducted in that previous year cannot be deducted in the year in which you correct the excess payment by contributing less than the allowable amount.*
- iii. Any portion of the excess contribution which is designated as a nondeductible contribution must be reported to the IRS.*

**Withdrawal of Excess.** You may eliminate the excess in later years by withdrawing the excess contribution from your IRA. It is not necessary to withdraw the earnings on the excess contribution. The tax consequences of late withdrawal depend on the amount of your excess contribution and your tax deduction, as follows:

- 1) If the total contributions for the year to your IRA (other than rollovers) are \$6,000 (or the applicable amount for the year) or less, and there are no employer contributions for the year, you may withdraw any excess contribution after the due date (including extensions) for filing your tax return and not include the amount withdrawn in your gross income. This applies only to the part of the excess for which the IRS did not allow a deduction or that was not deducted on your tax return for the year contributed.
- 2) If you deducted all or part of an excess contribution in a year for which the total contributions were \$6,000 (or the applicable amount for the year) or less and for which there were no employer contributions, you may still be able to withdraw the excess from your IRA and not include it in your gross income. To receive the withdrawal tax-free, you must file an amended income tax return for the year of the initial excess contribution in which you do not deduct any part of the excess payment. Generally, you may file an amended return within 3 years after the date you filed your return, or 2 years from the time the tax was paid, whichever is later.
- 3) If the contributions to your IRA for any year are more than \$6,000 (or the applicable amount for the year), any excess contribution you withdraw must be included in your gross income, even if you did not originally deduct it. The amount you withdraw in this case is also subject to a 10% penalty tax on premature distributions if you are under age 59½ (*certain exceptions apply*).

**Excess from Rollover.** If the excess in your IRA is the result of an attempted rollover and the excess occurred because the retirement plan provided you with incorrect information regarding your rollover amounts, you may withdraw the excess amount. The dollar limit mentioned above is increased by the amount of the excess that is due to the incorrect information. You may have to amend your income tax return for the year in which the excess contribution occurred. Any excess withdrawn as a result of incorrect rollover information should not be included in your gross income for the year of the withdrawal.

### 13. CUSTODIAL ACCOUNT

#### (a) Safety.

The assets of your IRA will be held by us in a custodial account governed by the Custody Account Agreement, Part 3. Your account is always 100% vested and non-forfeitable. The assets of your account will not be commingled with other property except in a common trust fund or common investment fund. Separate custodial accounts must be maintained for Traditional IRA contributions, Roth IRA contributions and for SIMPLE IRA contributions (*SIMPLE IRA contributions are not addressed in this Disclosure Statement*).

#### (b) Tax Exemption.

Your IRA custodial account is generally exempt from tax. This means that your account is not taxed on its investment earnings (income and capital gains) as they occur. If your account receives unrelated business income of \$1,000.00 or more in a year, then your account is subject to tax. Also, if you engage in a "prohibited transaction," then your account loses its tax-exempt status.

#### (c) Value.

On any date, the value of your account is the value of the investments and cash or cash equivalent investments held in it on that date, adjusted for applicable fees and expenses. The investments you select will determine the value of your account. We do not guarantee the value of your account or project future growth. You hereby acknowledge that we are performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or applicable law); and that the reported value is not a substitute for (i) investigating the IRA asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining investment advice. We will report a value that is (i) provided to us by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to us when preparing the statement. If such value is unavailable, you hereby direct us to use the most recent value that we received from the asset's broker, fund accountant, general partner, issuer, manager, transfer agent, or other service provider (*commonly known as a pass-through price*).

### 14. INVESTMENTS

#### (a) Control.

You have full investment control and complete responsibility for your account. Each spouse separately controls his/her own account, even if the other spouse made contributions to it. If you prefer not to manage your account, you may authorize another individual to give investment directions or you may appoint a registered investment advisor to direct us. We have no duty to provide any recommendation, or any suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any IRA asset or any securities or other investment property; (ii) how securities or other investment property should be invested after the securities or other investment property are rolled over, transferred, or distributed from any plan or IRA; (iii) the investment policies or strategies, portfolio composition, selection of persons to provide investment advice or investment management services, or selection of investment account arrangements with respect to the IRA assets; or (iv) rollovers, transfers, or distributions from a plan or IRA, including whether, in what amount, in what form, and to what destination such a rollover, transfer, or distribution should be made.

#### (b) Procedure.

We buy or sell investments for your account only as you specifically direct. You are able to change your investments at any time. Your investment directions must be given in a form acceptable to us.

#### (c) Investment Advisor Directions.

Your appointment of a registered investment advisor will become effective when your IRA is established, if you enter the name of your advisory firm and individual advisor on your IRA Custody Account Application (Part 1), or, if later, when we receive an acceptable written notice of the appointment.

You may select from among the wide variety of investments we offer. To the extent we permit, and as may be limited by conditions included in the Custody Account Application (*Part 1*), such investments include mutual funds from a variety of mutual fund families. If we permit it, other investments may include, for example, stocks, bonds, U.S. Government and agency issues, savings accounts and certificates of deposit. Also, if we permit and determine it is feasible, you may purchase securities that are not publicly traded (with certain restrictions), write covered call options, buy covered put options, and invest in limited partnerships and limited liability corporations (*LLC's*). It is our policy not to permit our IRAs to invest in real estate.

**Limitation.** Federal tax rules prohibit the purchase of life insurance contracts and collectibles (*such as precious metals, gems, stamps, antiques, rugs, coins and works of art*). There are limited exceptions for investments by IRAs in (i) gold and silver coins issued by the United States, (ii) coins issued under state laws, and (iii) gold, silver, platinum or palladium bullion satisfying the quality standards for delivery under regulated futures contracts. However, we do not permit such investments for our IRAs at the present time.

**Investments Other Than Savings and Time Deposits.** You may direct the investment of the funds in your IRA into any investment instrument available under this IRA. We will not exercise any investment discretion regarding your IRA, because investment discretion is solely your responsibility. No projection of the growth in value of your IRA can reasonably be made or guaranteed, and therefore no such financial projection or demonstration of growth in value shall be supplied by us. The value of your IRA and the growth in value of the IRA is dependent solely on the performance of your chosen investments

The prospectus or investment contract that describes the terms of your selected investment will describe the fees that apply to that investment. The method for computing and allocating annual earnings, interest and dividends on your investment will also vary with the nature of the investment you have chosen. You should refer to the investment's prospectus or investment contract to determine the method of allocating earnings.

In addition, there are certain additional fees that may apply to the investments that you may select for your IRA. These fees and charges may include transaction fees, sales commissions, investment management fees, distribution fees, setup fees, annual maintenance fees, termination fees, etc.

**(e) Reports.**

You will receive regular account statements, which are sent monthly or quarterly at your election. These account statements will serve as the sole written notification to you of any securities transaction we effect for your account. Even so, you have the right to demand that we provide written notification of these transactions pursuant to 12 CFR Section 12.4(a) or (b), at no additional cost to you.

**(f) Investment Risk.**

Shares of registered investment companies, and units of private funds, are not deposits or obligations of, or endorsed or guaranteed in any way by, any bank, including us or any bank affiliated with us. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value. Deposits products are offered by us, and we are a member of the FDIC.

**(g) Affiliates.**

As permitted by the us, each person who directs us under the Custody Account Agreement (*Part 3*) shall be authorized, and hereby retains the right, to direct us to (i) retain the services of any registered broker-dealer organization that is currently or hereafter becomes affiliated with us, and any future successors in interest thereto, to provide services to assist in or facilitate the purchase or sale of investment securities in the account, (ii) acquire as assets of the account shares of mutual funds to which affiliated entities provide, for a fee, services in any capacity and (iii) acquire for the account any other services or products of any kind or nature from affiliated entities. We may be so directed to retain one or more of the affiliated entities regardless of whether the same or similar services or products are available from other institutions. Pursuant to such directions, the account may directly or indirectly (through mutual funds fees and charges for example) pay management fees, transaction fees and other commissions to the affiliated entities for the services or products provided to the account or such mutual funds at such affiliated entities' standard or published rates without offset (*unless required by law*) from any fees charged by us for our services as Custodian. We may also be so directed to deal directly with the affiliated entities regardless of the capacity in which it is then acting, to purchase, sell, exchange or transfer assets of the account even though the affiliated entities are receiving compensation or otherwise profiting from such transaction or are acting as a principal in such transaction. Included specifically, but not by way of limitation, among the transactions authorized by this provision are transactions in which any of the affiliated entities is serving as an underwriter or member of an underwriting syndicate for a security being purchased or is purchasing or selling a security for its own account.

**15. PROHIBITED TRANSACTIONS**

**(a) Transactions with Account.**

Direct or indirect transactions between yourself (*or your beneficiary(ies), your family members, and/or other disqualified persons*) and your IRA account are prohibited. Some examples of prohibited transactions are borrowing money from the account, selling assets to the account or buying assets from the account. If you (*or your beneficiary(ies)*) cause a prohibited transaction at any time during the year, the account loses its tax-exempt status and an amount equal to the fair market value of the account on the first day of the year is treated as a distribution to you. You must report this deemed distribution amount (*other than non-deductible contributions*) as ordinary income for the year the transaction occurs. The taxable portion of the deemed distribution also is subject to the additional 10% penalty tax if you are under age 59½ (*certain exceptions apply*).

### **(b) Pledging Account as Security.**

You may not pledge or use any part of your IRA account as security for a loan. If you do, the portion of your account that you have pledged is treated as a distribution to you. That deemed distribution (other than non-deductible contributions) must be reported as ordinary income for the year it was pledged. The taxable portion of the deemed distribution is also subject to an additional 10% penalty tax if you are under age 59½ (*certain exceptions apply*).

### **(c) Transactions Involving Disqualified Persons.**

Direct or indirect transactions between your IRA account and a “disqualified person” as defined in section 4975 of the Code may result in a prohibited transaction under section 4975 and the assessment of an excise tax against such “disqualified person” unless an exemption applies.

## **16. GENERAL BENEFIT RULES**

**Payment.** You may have any or all of your IRA account paid to you at any time. You control whether payments are made in cash or by distributing the account assets in kind, if permitted and feasible as determined by us in our sole discretion.

*Note (i) Payments before age 59½ are subject to a 10% penalty tax (certain exceptions apply).*

*(ii) Payments will be subject to the applicable income tax treatment.*

*(iii) Payments from Traditional (including SEP) IRAs are required after age 70½. This requirement to receive lifetime distributions does not apply to Roth IRAs (but beneficiaries are required to receive payments).*

**Tax Withholding.** Income tax is withheld from the taxable portion of any payment you receive, unless you choose not to have tax withheld.

## **17. DEATH BENEFITS**

### **(a) Beneficiary.**

If you die, your IRA account will be paid to your beneficiary(ies). You may choose one or more beneficiaries on the application form. If you fail to choose any beneficiary(ies) or if your choice is not effective for any reason, your account will be paid to your surviving spouse, or if none, your estate. It is recommended that you keep your beneficiary choice up-to-date. Change of beneficiary forms will be provided to you upon request. A change of beneficiary will not be effective unless received by us during your lifetime.

*Note: If you designate a beneficiary by relationship only (not by name), the designation is effective only as to the person(s) standing in such relationship at the time of your death. Also, if you designate your spouse as beneficiary (by name and/or relationship), your divorce or other legal termination of the marriage will automatically revoke your designation. You may designate your former spouse as beneficiary by completing a new change of beneficiary form after your divorce is final.*

### **(b) Administration.**

**General Rule.** Your beneficiary(ies) assumes investment control over the account after your death and chooses the form of benefit payment. If more than one beneficiary is entitled to benefits, separate accounts will be established so that each beneficiary may control his/her own investments and may choose his/her own form of payment. (Note: Under federal tax rules, a beneficiary, other than a surviving spouse, may not contribute to or roll over the account. However, a beneficiary may make a direct trustee-to-trustee transfer of a BEN IRA.)

**Investment While Beneficiary Is Being Determined.** If a beneficiary(ies) is designated by relationship only or if there is a dispute regarding the proper beneficiary(ies), then at the time of your death we may require legal confirmation of beneficiaries and hold account investments on the date of your death until such legal confirmation is provided. Additionally, we may liquidate the assets of the account and invest them in an interest bearing account or money market fund until such legal confirmation is provided

**Minor or Disabled Beneficiary.** If a beneficiary is a minor or otherwise legally disabled at the time of your death, then we may hold all account investments on the date of your death. Additionally, we may liquidate the assets of the account and invest them in an interest bearing account or money market fund until a representative is appointed to act on behalf of the beneficiary.

**Election by Spouse.** If your sole beneficiary is your surviving spouse, he/she may elect to treat the account as his/her own IRA after your death, provided he/she has unlimited rights to withdraw amounts from the IRA. (If a trust is named as beneficiary of the IRA, this requirement is not met, even if the spouse is the sole beneficiary of the trust.) A spouse will be treated as having made this election if he/she makes contributions to the inherited IRA or does not take required distributions from it as beneficiary.

*Note: If you are subject to the minimum distribution rules at the time of your death (age 70½ or over), the required minimum distribution for the year of your death must be made (if not made prior to your death), regardless of your spouse's election. The payment will be determined with the assumption that you lived for the entire year.*

A spouse who elects to treat the IRA as his/her own will have the same rights that you had under our program. He/she will be able to make additional contributions (if otherwise eligible to do so) and will be subject to the general benefit rules instead of the special rules

for beneficiaries described below. Also, he/she may use the five-year holding period for his/her own Roth IRAs as the holding period for the inherited IRA.

### **(c) Payment.**

Upon written request, a beneficiary may have any or all of his/her IRA account paid at any time. Payments may be made in cash or by distributing the account assets in kind, if permitted and feasible as we determine in our sole discretion.

Payments may be made in a single lump sum, in periodic payments or through the purchase of an immediate annuity contract (*to the extent permitted and feasible, as determined by us in our sole discretion*). However, payments to your beneficiary or a BEN IRA holder must comply with the minimum distribution rules described below. It is your beneficiary's responsibility to ensure that the beneficiary satisfies these required minimum distribution rules. We have no liability in this regard.

**Designated Beneficiary Defined.** For purposes of the minimum distribution requirements, your "designated beneficiary" is determined based on the beneficiaries designated as of September 30 of the year following the year of your death. Consequently, any person who was your beneficiary as of the date of your death, but is not a beneficiary as of September 30 of the year following the year of your death (*for example, because the person disclaims entitlement to the benefit in favor of another beneficiary or because the person receives the entire benefit to which the person is entitled before that date*), is not taken into account in determining the distribution period for required minimum distributions to designated beneficiaries after your death.

Consult your accountant, lawyer or other qualified tax advisor with any questions you may have about the required minimum distribution rules.

**Payments from an IRA (Other Than a Roth IRA) If You Die On or After Your Required Beginning Date.** If your death occurs on or after your required beginning date (*generally April 1 of the year following the year you reach age 70½*), the beneficiary(ies) of your IRA (*other than a Roth IRA*) must receive payment for each year following the year of your death.

The following rules also apply to a BEN IRA established by a non-spouse beneficiary with inherited funds transferred from an eligible retirement plan if you were to die after your required beginning date under the retirement plan. In that case, references below to "you" and "your" refer to the employer-sponsored retirement plan participant and to "beneficiary" refer to the individual who inherited the funds and made the transfer to the BEN IRA.

The yearly required minimum distribution for each designated beneficiary is calculated by dividing the IRA account balance as of the close of business on December 31 of the previous year by the applicable distribution period. The applicable distribution period depends on the beneficiary's identity.

If your surviving spouse is the sole designated beneficiary of your IRA, the distribution period is the life expectancy listed in "Table I (Single Life Expectancy)" for the spouse's age as of the spouse's birthday in the year for which the distribution is being made.

**Table I can be located in IRS Publication 590-B.** (*Special rules apply to the minimum distributions after the death of your surviving spouse. Consult your accountant, lawyer or other qualified tax advisor for additional information.*)

If the designated beneficiary is an individual other than your spouse, the distribution period for the year following the year of your death is the life expectancy listed in "Table I (*Single Life Expectancy*)" for the beneficiary's age as of his or her birthday in that year, reduced by one for each subsequent year.

However, if your remaining life expectancy for a given year is greater than the life expectancy of your designated beneficiary for that year (as calculated above), the required minimum payment to your beneficiary is determined by using your remaining life expectancy. Your remaining life expectancy is calculated by using your age as of your birthday in the year of your death and referring to "Table I (*Single Life Expectancy*)". This amount is reduced by one for each subsequent year.

If your beneficiary is not an individual (for example, if the beneficiary is your estate or a charity) or if you have no designated beneficiary (as defined below), required minimum payments are determined using your life expectancy, as described above.

**Payments from Roth IRAs, or from Other IRAs If You Die Before Your Required Beginning Date.** For Roth IRAs or for other IRAs (except as provided below) when you die before your required beginning date, your beneficiary must direct that payment of his/her benefits be made or started no later than December 31 of the year following the year of your death with annual distributions of at least the required minimum distribution described below (the "life expectancy rule"). If, however, there is no designated beneficiary or your designated beneficiary is not an individual, benefit payments must be made by December 31 of the year in which occurs the fifth anniversary of your death (the "5-year rule").

*Special rules apply if your surviving spouse is your sole designated beneficiary.* In this case, your surviving spouse may wait until December 31 of the year you would have reached age 70½ to start receiving Traditional, SEP or SIMPLE IRA payments. If your surviving spouse is your sole beneficiary and dies after you but before his or her payments are required to begin, subsequent payments to the surviving spouse's beneficiaries will be made as if the surviving spouse had been you.

Under the life expectancy rule, the yearly required minimum distribution for each designated beneficiary is calculated by dividing the IRA account balance as of the close of business on December 31 of the previous year by the applicable distribution period. The applicable distribution period depends on the beneficiary's identity.

If your surviving spouse is the sole designated beneficiary of your IRA, the distribution period is the life expectancy listed in "Table I (*Single Life Expectancy*)" for the spouse's age as of the spouse's birthday in the year for which the distribution is being made. (*Special rules apply to the minimum distributions after the death of your surviving spouse. Consult your accountant, lawyer or other qualified tax advisor for additional information.*)

If the designated beneficiary is an individual other than your spouse, the distribution period for the year following the year of your death is the life expectancy listed in "Table I (*Single Life Expectancy*)" for the beneficiary's age as of his or her birthday in that year, reduced by one for each subsequent year.

Special Rules for BEN IRAs Established by a Non-Spouse Beneficiary with Inherited Funds Transferred from an Eligible Retirement Plan. The yearly required minimum distribution from this type of BEN IRA depends on the eligible retirement plan's rules for determining required minimum distributions and, in some cases, when the non-spouse beneficiary made the direct rollover to the BEN IRA.

If the eligible retirement plan uses the life expectancy rule to determine required minimum distributions for beneficiaries, then the yearly required minimum distribution for the non-spouse beneficiary is calculated by dividing the IRA account balance as of the close of business on December 31 of the previous year by the applicable distribution period. The applicable distribution period is the beneficiary's life expectancy listed in "Table I (*Single Life Expectancy*)" for the beneficiary's birthday in the calendar year immediately following the calendar year of death of the plan participant, reduced by one for each subsequent year.

If the eligible retirement plan uses the 5-year rule to determine required minimum distributions for beneficiaries, then if the non-spouse beneficiary made the rollover to the BEN IRA before the end of the calendar year immediately following the calendar year in which the death of the plan participant occurred, the beneficiary can elect to have required minimum distributions from the BEN IRA determined under the life expectancy rule or the 5-year rule. However, if the non-spouse beneficiary made the rollover to the BEN IRA in the second through fourth calendar years following the calendar year in which the death of the plan participant occurred, the beneficiary must use the 5-year rule under the BEN IRA.

#### **(d) Income Taxation.**

Your beneficiary(ies) may be taxed on the benefit payments they receive from their account. The income tax treatment of an inherited IRA depends on the nature of the account (*for example, Traditional or Roth IRA*) and the contributions (*for example, tax- deductible or non-deductible*).

#### **(e) Estate Taxation.**

Your IRA is fully includible in your gross estate and is subject to the federal estate tax to the same extent as any other asset in your estate. However, generally there is no estate tax transfers of assets to a surviving spouse at death.

Under current law for a death in 2019 there is no estate tax on transfers to any person if your total estate and prior taxable gifts do not exceed \$11,400,000. This amount will be adjusted for inflation for years after 2019.

You should consult with your accountant, lawyer or other qualified tax advisor for additional information regarding your estate.

#### **(f) Gift Taxation.**

The designation of a death beneficiary(ies) for your IRA account is not a gift subject to federal gift tax.

### **18. FEES AND EXPENSES**

#### **(a) Administrative and Other Fees.**

We may charge annual service fees or other administrative fees (*for example, a transfer, rollover or termination fee*) in connection with preparing reports, keeping records or the maintenance of your IRA in accordance with our fee schedule in effect from time to time and subject to change at any time. These fees will be paid from your account unless we, in our sole discretion, agree to accept payment directly from you. We may liquidate any investments in your account for the purposes of making such payments. If your account is not sufficient to satisfy the amounts due, or the investments are not sufficiently liquid, we, in our sole discretion, may charge you for the unpaid amounts.

Any other reasonable expenses, including administrative expenses, legal fees, or other matters, incurred by us at your request or necessitated by your actions (or incurred by us in the administration of this IRA), will be paid from your account unless we, in our sole discretion, agree to accept payment directly from you. We may liquidate any investments in your account for the purpose of making such payments. There may be additional fees charged by us. Such additional fees and charges are set forth in our current schedule of fees, and you acknowledge receipt of a copy of such schedule and acknowledge that such fees are subject to change at any time.



If it is necessary to liquidate or partially liquidate an investment in order to pay the required fees, we may choose, in our sole discretion, which investment(s) to liquidate and we will have no liability to you or any beneficiary for such selection and liquidation. In order to understand what other fees apply to particular investments selected by you, you must contact the broker-dealer or registered investment adviser.

You have been informed of the current fees applicable to your IRA in effect at the time that you established your IRA. These fees and charges are subject to change at any time.

**(b) Early Withdrawal and Other Penalties.**

We are not responsible for any penalties imposed for premature withdrawal or redemption of any investment, such as time deposit certificates or back-end load mutual funds, or for any tax or other penalty resulting from any contribution, investment, withdrawal or other distribution (including a required minimum distribution) selected by you or required under the terms of the Custody Account Agreement (Part 3).

**19. OTHER IMPORTANT INFORMATION**

**(a) IRS Approval.**

Account Documents. Our Traditional/Roth IRA was approved as to form by the IRS on January 8, 2010. IRS approval is a determination only as to form and does not represent a determination on investments in or by this IRA.

As we periodically make amendments to the Traditional/Roth IRA Custody Account Agreement, we (in our sole discretion) may submit the amendments to the IRS for approval as to form, and a new submission with the IRS is pending.

Account Administration. To be an IRA custodian, we must be a bank or another financial organization that has been authorized by the IRS to act as custodian of IRAs. This authorization is based on a determination that the organization will administer the accounts in accordance with the requirements of the Internal Revenue Code.

**(b) Future Amendments.**

We may make any amendments to the Traditional/Roth IRA Custody Account Agreement we deem advisable, including (but not limited to) changes that are required to keep your IRA in compliance with applicable laws. You will be notified of any such amendment.

**(c) Income Tax Returns.**

Ordinarily, you will not need to file any special forms with the IRS for your IRA. However, you must file Form 8606 (titled "Non-deductible IRA") for a year if you:

- Made a non-deductible contribution to your Traditional IRA,
- Received a distribution from a Traditional IRA that holds non-deductible contributions and did not rollover the distribution tax-free,
- Converted part or all of a Traditional IRA (*including SEP-IRAs and SIMPLE IRAs*) to a Roth IRA, or
- Received a distribution from a Roth IRA.

Also, if there has been an excess contribution, a premature distribution or an excess accumulation, then you must file Form 5329 (titled "Additional Taxes on Qualified Plans (*including IRAs*) and Other Tax-Favored Accounts") to report it.

If you must file a form, you should attach it to your regular Form 1040, or file the form separately if you are not required to file a federal income tax return for the year.

**(d) Unrelated Business Taxable Income ("UBTI")**

- An IRA might earn unrelated business taxable income ("*UBTI*") in certain circumstances, such as when the IRA holds units of certain limited liability companies or limited partnerships.
- If your U.S. Bank IRA generates \$1,000 or more of UBTI in a calendar year (calculating UBTI for the tax year based on the sum of the unrelated business income (but not less than \$0) for each trade or business), then we will file an IRS Form 990-T (Exempt Organization Business Income Tax Return) for that calendar year to report the UBTI and must pay the unrelated business income tax ("*UBIT*") due reported therein from the IRA identified therein. We will forward to you any Schedule K-1 (Form 1065) that we receive which identifies as a partner any of your U.S. Bank IRAs and which also reports UBTI. If such forwarded K-1s report \$1,000 or more of UBTI with respect to any of your U.S. Bank IRAs for a calendar year, then we will seek your direction to charge the UBIT thereon to a particular U.S. Bank IRA; after receiving such a direction, we will complete, sign, and file an IRS Form 990-T with respect to that U.S. Bank IRA for that calendar year, and pay the UBIT due reported therein from that U.S. Bank IRA.
- We will not make any installment payments of estimated tax on UBIT from a U.S. Bank IRA unless you provide us with a completed

IRS Form 990-W (Estimated Tax on Unrelated Business Taxable Income for Tax-Exempt Organizations) and direct us to charge the payments due reflected therein to a particular U.S. Bank IRA.

- Except for our limited duties described above, you have sole responsibility for UBTI, IRS Form 990-T, and UBIT with respect to your U.S. Bank IRAs. You should consult with your accountant, lawyer, or other qualified tax advisor for additional information, mindful that interest and penalties can result from failing to timely file IRS Form 990-T and pay UBIT.

**(e) Further Information.**

Any IRS district office will provide further information about IRAs, including a copy of IRS Publication 590-A (titled “Contributions to Individual Retirement Arrangements (IRAs)), IRS Publication 590-B (titled “Distributions from Individual Retirement Arrangements (IRAs)), IRS Publication 575 (titled “Pension and Annuity Income”), and IRS Publication 939 (titled “General Rule for Pensions and Annuities”). You also may call 1-800-TAX-FORM (1-800-829-3676).

**(f) State Laws.**

Some states and localities may have tax laws that are different from the federal laws for IRAs. Those laws are not covered in this disclosure statement.

**(g) Legal Incapacity.**

If you (or your beneficiary(ies), upon your death) are a minor or otherwise legally disabled, then we may require that any and all rights that you (*or your beneficiary(ies)*) could otherwise exercise under the terms of the Custody Account Agreement or at law be exercised on your behalf (*or on your beneficiary's(ies') behalf*) by your representative (or that of your beneficiary(ies)), and may rely on the authority and direction of such representative for all actions taken with respect to the account.

**(h) Written Notices.**

**Notices to You.** Notices to you (or your beneficiary(ies)), may be provided by us by mail or by electronic means. If any such notice is provided by mail, it will be deemed to have been given when sent by mail to your (or your beneficiary's(ies')) most recent address in our records. If any such notice is provided by electronic means, it will be deemed to have been given when transmitted to your (or your beneficiary's(ies')) most recent e-mail or other electronic address in our records. You will be provided with the ability to request and receive the notice in writing on paper at no charge. You acknowledge that any notices provided electronically to you (or your beneficiary(ies)) will be deemed to have been provided in writing for purposes of this IRA and applicable federal and state laws.

**Notices to Us.** Notices to us may be provided by you (*or your beneficiary(ies)*), by mail or by such electronic means as we may authorize from time to time by written notice to you (*or your beneficiary(ies)*). If any such notice is provided by mail, it will be deemed to have been given when received by us at our principal office or at such other address as we may provide to you (or your beneficiary(ies)) from time to time. If any such notice is provided by electronic means, it will be deemed to have been given when received by us in accordance with our procedures for such notices. We acknowledge that any notices provided electronically to us in accordance with our procedures will be deemed to have been provided in writing for purposes of this IRA and applicable federal and state law.

**(i) Legal and Tax Advice.**

You are responsible for determining the legal and tax implications of (1) the type of IRA you have selected, (2) your eligibility for the IRA, (3) the amount of contributions made to the IRA, (4) the deductibility of contributions to the IRA, (5) investments bought, sold or held by the IRA, (6) withdrawals from the IRA and related taxation and (7) any conversion or recharacterization of IRA assets. We will not provide you with legal or tax advice. You are encouraged to consult with an accountant, lawyer or other qualified tax advisor about how the rules apply to your own situation.

**(j) Definition of Spouse.**

For all purposes under this Disclosure Statement, the term “spouse” means any person to whom you are legally married for federal tax law purposes. Generally it means that you legally married under the laws of the state or country where your marriage was entered into. You are encouraged to consult with an accountant, lawyer or other qualified tax advisor about how the rules apply to your marital status for federal tax law purposes.



TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

Plan Name: Traditional or Roth IRA Custodial Account 003  
FFN: 50123950000-003 Case: 200900253 EIN: 31-0841368  
Letter Serial No: K191922a

U S BANK NATIONAL ASSOCIATION  
60 LIVINGSTON AVENUE EP MN 0541  
ST PAUL, MN 55107

Contact Person:  
Ms. Roslynn Perry 50-C24295  
Telephone Number:  
(202) 283-9624  
In Reference To:  
SR:T:EP:RA:T4  
Date: 01/08/2010

Dear Applicant:

In our opinion, the form of the prototype trust, custodial account or annuity contract identified above is acceptable either for use as a traditional IRA under section 408 of the Internal Revenue Code or for use as a Roth IRA under Code section 408A, as amended through the Job Creation and Workers Assistance Act of 2002.

Each individual who adopts this approved prototype will be considered to have either a traditional IRA that satisfies the requirements of Code section 408 or a Roth IRA that satisfies the requirements of Code section 408A, provided the individual explicitly and unambiguously indicates at the time of adoption which type of IRA it is to be, follows the terms of the approved prototype document applicable to the type of IRA adopted, does not engage in certain transactions specified in Code section 408(c), and, if the IRA is a trust or custodial account, the trustee or custodian is a bank within the meaning of Code section 408(n) or has been approved by the Internal Revenue Service pursuant to Code section 408(a)(2).

Code section 408(i) and related regulations require that the trustee, custodian or issuer of a contract provide a disclosure statement to each participant in this program as specified in the regulations. Publication 590, Individual Retirement Arrangements (IRAs), gives information about the items to be disclosed. The trustee, custodian or issuer of a contract is also required to provide each adopting individual with annual reports of all transactions related to the IRA.

The Internal Revenue Service has not evaluated the merits of this IRA and does not guarantee contributions or investments made under the IRA. Furthermore, this letter does not express any opinion as to the applicability of Code section 4975, regarding prohibited transactions.

This prototype IRA may have to be amended to include or revise provisions in order to comply with future changes in the law or regulations.

If you have any questions concerning IRS processing of this case, call us at the above telephone number. Please refer to the File Folder Number (FFN) shown in the heading of this letter. Please provide those adopting this prototype with your telephone number, and advise them to contact your office if they have any questions about the operation of their IRA. Please provide a copy of this letter to each adopting individual.

You should keep this letter as a permanent record. Please notify us if you terminate sponsorship of this prototype IRA.

Sincerely yours,

Andrew Zuckerman  
Director,  
Employee Plans Rulings and Agreements

## Part 3 Custody Account Agreement— Traditional/Roth IRA

This Agreement governs your Traditional IRA or Roth IRA with us. We serve as the non-discretionary, directed custodian of your Account. We do not provide fiduciary investment advice on your Account.

To open a new Account for a Traditional IRA or Roth IRA, you must complete and sign the Custody Account Application (Part 1) and return it to us. If this Agreement amends your existing Account, your original Custody Account Application remains in effect.

**SECTION 1: DEFINITIONS****1.1. Account.**

“Account” means each separate custodial account we establish and maintain for you as a Traditional IRA or Roth IRA under this Agreement. The account is credited with contributions made by or for you under this Agreement, and adjusted for any increases or decreases.

We will maintain separate Accounts for you for: (a) Contributions to your Traditional IRA, (b) Contributions to your Roth IRA and (c) After your death we will establish a separate Account for each Beneficiary share of your Account.

**1.2. Agreement.**

“Agreement” means this Custody Account Agreement, as periodically amended.

**1.3. Application.**

“Application” means an application form used by you and accepted by us under this Agreement.

**1.4. Beneficiary.**

“Beneficiary” means the person or persons you have designated or otherwise specified under Section B of the Custody Account Application (Part 1).

**1.5. Benefits.**

“Benefits” mean the balance of your Account or, after your death, the separate Account of each Beneficiary.

**1.6. Broker-Dealer.**

“Broker-Dealer” means any registered broker-dealer permitted by us and selected by you.

**1.7. Code.**

“Code” means the Internal Revenue Code of 1986, including applicable regulations for the specified section of the Code.

**1.8. Compensation.**

“Compensation” means wages, salaries, professional fees or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses).

If you are self-employed, Compensation includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction you take for contributions made to a self-employed retirement plan). For purposes of this definition, Code section 401(c)(2) is applied as if the term trade or business for purposes of Code section 1402 included service described in subsection (c)(6).

Compensation does not include amounts derived from or received as earnings or profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation.

Compensation includes any differential wage payments as defined in Code Section 3401(h)(2). Compensation also includes combat-zone compensation that is excluded from income for federal income tax purposes under Code section 112.

If you are married filing a joint return, the greater Compensation of your Spouse is treated as your own Compensation, but only to the extent that such Spouse’s Compensation is not being used for purposes of the Spouse making a contribution to a Roth IRA or a deductible contribution to a Traditional IRA.

**1.9. Custodian.**

“Custodian” means the following financial organization that is designated in the Custody Account Application (Part 1) as the Custodian for your Account:

- a) U.S. Bank National Association; or
- b) Any other financial organization affiliated with U.S. Bancorp which is either a “bank” as defined in Code section 408(n) or a business entity with IRS authorization under Code section 408(h) to serve as custodian.

Our address is in the Disclosure Statement (Part 1).

### 1.10. Modified AGI.

“Modified AGI” means your modified adjusted gross income for a Year, as defined in Code section 408A(c)(3)(B)(i), but not including any amount included in adjusted gross income as a result of a rollover from a Traditional IRA or an eligible retirement plan described in Code section 402(c)(8)(B)) to a Roth IRA (a “conversion”).

### 1.11. Participant.

“Participant” means you, the individual who signed the Custody Account Application (Part 1).

### 1.12. Roth IRA.

“Roth IRA” means an individual retirement plan (as defined in Code section 7701(a)(37)) designated at the time it is established as a Roth IRA under Code section 408A. The designation must be made in the manner prescribed by the Secretary of Treasury under Code section 408A(b).

### 1.13. SIMPLE IRA.

“SIMPLE IRA” means an individual retirement plan (as defined in Code section 7701(a)(37)), that is used in conjunction with a SIMPLE IRA plan established by an employer pursuant to Code section 408(p).

### 1.14. Sponsor.

“Sponsor” means U.S. Bank National Association. Prior to January 1, 2008, “Sponsor” meant U.S. Bancorp.

### 1.15. Spouse.

“Spouse” means the person to whom you are legally married, as determined by federal tax law.

### 1.16. Traditional IRA.

“Traditional IRA” means an individual retirement plan (as defined in Code section 7701(a)(37)), which is not a Roth IRA or a SIMPLE IRA.

### 1.17. Year.

“Year” means the calendar year or other taxable year of the Participant or Beneficiary(ies) for federal income tax purposes.

## SECTION 2: CONTRIBUTIONS

### 2.1. Contributions to Account.

All contributions we receive on your behalf under this Agreement will be credited to your Account.

### 2.2. Traditional IRA and Roth IRA.

If you or your Spouse receives Compensation during the Year, you may contribute to your own Account for the Year or to the separate Account of your Spouse if you are married and file a joint tax return according to the following rules:

**(a) Amount.** Your total contributions may never exceed 100% of your Compensation for the Year. If you are under age 50, your total contributions for the Year may not exceed \$6,000 for 2019. If you are age 50 or older, your total contributions for the Year may not exceed \$7,000 for 2019. After 2019, the contribution limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(C), in multiples of \$500.

If you are married, both you and your Spouse may make contributions for the Year up to the limits specified above, so long as the contributions do not exceed 100% of the combined Compensation for the Year of you and your Spouse. However, the most that can be contributed to each Account is the limit specified above for the Year in which the contribution is made.

If you have made any contributions for the Year to a special pre-June 25, 1959 pension plan under Code section 501(c)(18), the amount you may contribute to the Account for the Year will be reduced by the amount of such contributions.

**(b) Phase-Out of Maximum Amount for Roth IRAs.** The annual limit for contributions to Roth IRAs is gradually reduced to \$0 between certain levels of Modified AGI as provided in Code section 408A(c). For 2019, if you are single or head of household, the annual contribution limit is phased-out between Modified AGI of \$122,000 and \$137,000. For 2019, if you are married or a qualifying widow(er) filing a joint tax return, the annual contribution limit is phased-out between Modified AGI of \$193,000 and \$203,000. If you are married filing a separate return, the contribution is phased-out between Modified AGI of \$0 and \$10,000. After 2019, the phase-out amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3), in multiples of \$1,000.

**(c) Form.** All contributions must be in the form of cash or check.

**(d) Maximum Age.** You cannot contribute to your Traditional IRA for the Year in which you attain age 70½ or thereafter (except for rollover contributions and transfers). However, this maximum age limitation does not apply to Roth IRAs.

- (e) Time.** The contribution for the Year may be made in one or more payments at any time from the first day of the Year until the date prescribed by the law for filing your federal income tax return for the Year (not including extensions thereof). You must include a written notice with each payment indicating the Year for which it is made. In the absence of such notice, we will presume the payment is made for the Year in which we receive it.
- (f) Contributions from Alimony.** All taxable alimony or separate maintenance payments you receive during the Year under a decree of divorce or separate maintenance or a written instrument incident to such a decree executed prior to January 1, 2019 will be treated as Compensation in determining the amount which may be contributed to your Account for the Year. Notwithstanding the prior sentence, any taxable alimony and maintenance payments received under such instrument executed (or expressly modified to apply this exclusion) on or after January 1, 2019 will not be treated as Compensation in determining the amount which may be contributed to your Account for the Year.
- (g) Recharacterization.** A contribution to a Traditional IRA may be recharacterized pursuant to the rules in section 1.408A-5 of the Income Tax Regulations as a contribution to a Roth IRA. However, a conversion from a traditional IRA, SEP-IRA or SIMPLE IRA to a Roth IRA cannot be recharacterized. Also, you cannot recharacterize amounts rolled over to a Roth IRA from an eligible retirement plan.
- (h) SIMPLE IRA Limits.** You cannot contribute to either a Traditional IRA or a Roth IRA under a SIMPLE IRA plan established by an employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan can be made to either a Traditional IRA or a Roth IRA from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.
- (i) Special Rules.** Notwithstanding the limitations in (a) or (b) above, certain special rules apply. Notwithstanding the dollar limitations in (a) above, you may make a repayment contribution of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

If you have received (i) a military death gratuity (under 10 United States Code 1477) or (ii) Servicemembers' Group Life Insurance, you may contribute such amounts to your Roth IRA (but not a Traditional IRA), even if you are not otherwise eligible to make Roth IRA contributions due to income levels or the annual contribution limits. The contribution must be made to the Roth IRA before the end of the one-year period beginning on the date on which you received the military death gratuity or Servicemembers' Group Life Insurance payment. In addition, the amount contributed cannot exceed the total such amounts you received in the one-year period reduced by the amounts so received that you contributed to another Roth IRA or a Coverdell Education Savings Account.

Certain payments by a commercial passenger airline carrier to its employees or former employees who participated in the carrier's defined benefit pension plan can be contributed to an IRA, even if the individual is not otherwise eligible to make a deductible Traditional IRA contribution or a Roth IRA contribution due to income levels or the annual contribution limits.

In addition to the amounts described above, a Participant may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

### **2.3. Rollover Contributions.**

In addition to the contributions otherwise permitted under this Section, you may make a rollover contribution (including a direct rollover) to your own Account of cash or, with our prior consent, other assets, provided that you determine that the contribution is attributable to a distribution from an individual retirement plan or a qualified employer or government plan and meets the requirements described in Code section 402(c), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), 408A(c)(6), or 457(e)(16).

You may make a rollover contribution (including a direct rollover) to a Roth IRA of a distribution from a designated Roth contribution account described in Code section 402A, as provided in Code section 408A(c)(6).

A rollover from a Traditional IRA or from an eligible retirement plan described in Code section 402(c)(8)(B) can be made to a Roth IRA.

If you make a written request at the time of the contribution, we will establish a separate Account for you consisting only of that rollover contribution and earnings on it.

### **2.4. Transfer Contributions.**

In addition to the contributions otherwise permitted under this Section, you may direct us to accept for deposit into your Account cash, or, with our consent, other assets transferred directly to us from a custodian or trustee (or other funding agent) of an individual retirement plan or a qualified employer or government plan, provided you determine that such cash or other assets are eligible for transfer to an individual retirement plan.

If you make a written request at the time of the transfer, we will establish a separate Account for you consisting only of that transfer

contribution and earnings on it.

If the transfer includes after-tax contributions, it is your responsibility to keep track of and report to the IRS the amount of these after-tax contributions.

## 2.5. SEP-IRA.

In addition to the contributions otherwise permitted under this Section, your employer (including a self-employed individual) may make simplified employee pension (as defined in Code section 408(k)) ("SEP") contributions for the Year to your Traditional IRA, according to the following rules:

**(a) Amount.** The employer will determine the amount (if any) to be contributed to your Account for the Year under the written allocation formula it has adopted. The employer's total contributions to your Account for the Year may not exceed the lesser of:

- (1) \$56,000 (or any larger limitation in effect under Code section 415(c)(1)(A)), or
- (2) 25% of your compensation for that Year from the employer (as limited under Code section 408(k)(3)(C)).

For this purpose, compensation (i) may include any elective deferrals which are not includible in your gross income under Code sections 125, 132(f)(4), 401(k), 402(h)(1)(B), 403(b), or 457, and (ii) is determined without regard to the employer's SEP contributions, except for self-employed individuals

**(b) Form.** All SEP contributions must be in the form of cash or check.

**(c) No Maximum Age.** There is no maximum age limitation on SEP contributions.

**(d) Time.** The SEP contributions for the Year may be made in one or more payments at any time from the first day of the Year until the date prescribed by law for filing the Participant's federal income tax return for the Year (including extensions thereof). The employer must include a written notice with each payment indicating the Year for which it is made. In the absence of such notice, we will presume the payment is made for the Year in which we receive it.

**(e) Roth IRAs.** SEP contributions cannot be made to Roth IRAs.

## 2.6. Correction of Excess Contributions.

You are subject to a penalty tax on an excess contribution for each Year the excess contribution is not corrected.

**(a) Timely Correction.** To avoid the penalty tax for any Year, the amount of the excess contribution plus any net income attributable to it must be withdrawn by you on or before the date prescribed by law (including extensions of time) for filing your federal income tax return for the Year. No tax deduction may be taken for the excess contribution. If such a withdrawal is made, the net income (if any) attributable to the excess contribution is subject (unless an exception applies) to a penalty tax on premature distribution before age 59½.

**(b)** If we receive a timely written notice from you specifying the amount of an excess contribution, we will distribute to you from the Account the amount of the excess contribution plus the net income (if any) attributable to it.

**(c) Late Correction.** If an excess contribution is not timely corrected as described in (a) above, the penalty tax on the excess contribution continues for each Year the excess contribution is not corrected. If, after the deadline in (a) above, you give us a written notice specifying the amount of the excess contribution, we will, at your election, either (i) distribute the amount of the excess contribution to you from the Account, or (ii) subject to the limitations stated above, treat the amount of the excess contribution as if it were a cash contribution by or for you for the current Year. The excess contribution distributed under (i) above is subject (unless an exception applies) to a penalty tax on premature distribution before age 59½.

## 2.7. Allocation of Responsibility.

Your employer will not make a contribution to your Account for any Year unless the contribution is in the form of cash or check and does not exceed the dollar limit which applies to you for that Year.

You, or anyone on your behalf, will not make a SEP contribution to your Account for any calendar year unless the contribution is in the form of cash or check and does not exceed \$56,000 (or any larger limitation in effect under Code section 415(c)(1)(A)).

We do not have any duty to question, investigate or give advice with respect to the amount, form, timeliness, investment, tax effect or any other aspect of any contribution or any return of an excess contribution. All such matters are your exclusive responsibility. Our responsibility is limited to holding and administering, in accordance with the terms of this Agreement, the contributions we actually receive.

## 2.8. Beneficiary IRAs.

This Agreement may be used by a non-Spouse Beneficiary to establish a Beneficiary with funds from an eligible retirement plan described in Code section 402(c)(8)(B). The IRA must be established by a direct transfer as described in Section 2.4 of this Agreement. No other contributions are allowed to a Beneficiary IRA.

## SECTION 3: INVESTMENTS

### 3.1. Investment Control.

You will direct us with respect to the investment of all contributions in your Account and the earnings on them. After your death, your Beneficiary(ies) will be solely responsible for the investment direction of the Account. All investment directions must be delivered to us in such manner as we may require.

**(a) Limitations.** You may select from among the wide variety of investments we offer. Such investments might include mutual funds from a variety of mutual fund families. Other investments may include, for example, stocks, bonds, U.S. Government and agency issues, savings accounts and certificates of deposit. Also, if permitted and feasible, you may purchase securities that are not publicly traded (with certain restrictions), write covered call options and buy covered put options. Federal tax rules prohibit the purchase of life insurance contracts and collectibles (such as precious metals, gems, stamps, antiques, rugs, coins and works of art). There are limited exceptions for investments by IRAs in (i) gold and silver coins issued by the United States, (ii) coins issued under state laws, and (iii) gold, silver, platinum or palladium bullion satisfying the quality standards for delivery under regulated futures contracts. However, we do not permit such investments for our IRAs at the present time. Subject to those legal and business limitations, we will comply with all your directions.

**(b) Investment Risk.** Shares of registered investment companies, and units of private funds, are not deposits or obligations of, or endorsed or guaranteed in any way by, any bank, including any bank affiliated with us. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value. Deposits products are offered by us, and we are a member of the FDIC.

**(c) Affiliates.** As we permit, each person who directs us under this Agreement shall be authorized, and hereby retains the right, to direct us to (i) retain the services of any registered broker-dealer organization that is currently or hereafter becomes affiliated with U.S. Bancorp, and any future successors in interest thereto (collectively, including U.S. Bancorp and its other affiliates, for the purposes of this section referred to as the "affiliated entities"), to provide services to assist in or facilitate the purchase or sale of investment securities in the Account, (ii) acquire as assets of the Account shares of mutual funds to which affiliated entities provide, for a fee, services in any capacity and (iii) acquire for the Account any other services or products of any kind or nature from affiliated entities. We may be so directed to retain one or more of the affiliated entities regardless of whether the same or similar services or products are available from other institutions. Pursuant to such directions, the Account may directly or indirectly (through mutual funds fees and charges for example) pay management fees, transaction fees and other commissions to the affiliated entities for the services or products provided to the Account or such mutual funds at such affiliated entities' standard or published rates without offset (unless required by law) from any fees charged by us for services as Custodian. We may also be so directed to deal directly with the affiliated entities regardless of the capacity in which it is then acting, to purchase, sell, exchange or transfer assets of the Account even though the affiliated entities are receiving compensation or otherwise profiting from such transaction or are acting as a principal in such transaction. Included specifically, but not by way of limitation, among the transactions authorized by this provision are transactions in which any of the affiliated entities is serving as an underwriter or member of an underwriting syndicate for a security being purchased or is purchasing or selling a security for its own account.

### 3.2. Prohibited Transactions.

**(a) Transactions with Account.** Direct or indirect transactions between yourself (or your beneficiary(ies), your family members, and/or other disqualified persons) and your IRA account are prohibited. Some examples of prohibited transactions are borrowing money from the account, selling assets to the account or buying assets from the account. If you (or your beneficiary(ies)) cause a prohibited transaction at any time during the year, the account loses its tax-exempt status and an amount equal to the fair market value of the account on the first day of the year is treated as a distribution to you. You must report this deemed distribution amount (other than non-deductible contributions) as ordinary income for the year the transaction occurs. The taxable portion of the deemed distribution also is subject to the additional 10% penalty tax if you are under age 59½ (certain exceptions apply).

**(b) Pledging Account as Security.** You may not pledge or use any part of your IRA account as security for a loan. If you do, the portion of your account that you have pledged is treated as a distribution to you. That deemed distribution (other than non-deductible contributions) must be reported as ordinary income for the year it was pledged. The taxable portion of the deemed distribution is also subject to an additional 10% penalty tax if you are under age 59½ (certain exceptions apply).



**(c) Transactions Involving Disqualified Persons.** Direct or indirect transactions between your IRA account and a “disqualified person” as defined in section 4975 of the Code may result in a prohibited transaction under section 4975 and the assessment of an excise tax against such “disqualified person” unless an exemption applies.

**3.3. Appointment of Investment Manager.** Consistent with our policies and procedures:

**(a) Eligible Managers.** You may appoint any individual or firm registered as an investment advisor under the Investment Advisers Act of 1940 (“Advisers Act”) or comparable state law or any bank or trust company that is excluded from registration under the Advisers Act or comparable state law to be an investment manager and direct us in the investment of your Account. After your death, each Beneficiary will be solely responsible for the appointment of any investment manager for his/her separate Account.

**(b) Appointment and Termination.** Any such appointment will become effective once we receive written notice of the appointment (or on such later date as the notice specifies) in a manner and form consistent with our procedures. Unless otherwise provided under our procedures, the appointment will remain in effect until we receive written notice of termination (or on such later date as the notice specifies).

**(c) Investment Directions.** The investments which may be acquired at the direction of an investment manager are limited to those described above. Subject to those limitations, we will comply with all of the investment manager’s directions.

**(d) Fees.** The fees and expenses of a registered investment advisor, as agreed upon from time to time between you and the investment advisor that you have hired to act as an investment manager with regard to your IRA, will be charged to and paid from the Account, except to the extent that you, in your discretion, pay them directly to the investment advisor.

### **3.4. Allocation of Responsibility.**

You or, after your death, your Beneficiary(ies) (or the investment manager, if appointed) has the exclusive authority to manage and control the investment of your Account. Our responsibility is limited to implementing the investment directions we receive in proper form for the Account and to maintaining safe custody for the assets of the Account. We have no duty to question any investment direction we receive, to review the investments of the Account or to make any suggestions with respect to the investment of the Account. We will not be liable for any tax or penalties imposed for premature withdrawal or redemption of time deposit certificates or other investments, or loss of any kind which may result from any action taken pursuant to such investment directions or from any failure to act because of the absence of such directions. We have no duty to provide any recommendation, or any suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any IRA asset or any securities or other investment property; (ii) how securities or other investment property should be invested after the securities or other investment property are rolled over, transferred, or distributed from any plan or IRA; (iii) the investment policies or strategies, portfolio composition, selection of persons to provide investment advice or investment management services, or selection of investment account arrangements with respect to the IRA assets; or (iv) rollovers, transfers, or distributions from a plan or IRA, including whether, in what amount, in what form, and to what destination such a rollover, transfer, or distribution should be made.

### **3.5. Legal Incapacity of Participant.**

If you are a minor or otherwise legally disabled, then we may require that any and all rights that could otherwise be exercised by you under the terms of this Agreement or at law be exercised on your behalf by your representative, and we may rely on the authority and direction of such representative for all actions taken with respect to the Account, including, without limitation:

(a) Investing the Account as such representative may direct in accordance with the terms of this Agreement, or liquidating the assets of the Account and investing them in an interest bearing account or money market fund, and

(b) Paying Benefits as such representative may direct in accordance with the terms of this Agreement.

We will not be liable for any loss which may result by reason of any action taken by us in good faith under this section.

## **SECTION 4: BENEFITS**

### **4.1. General Rule and Deadline.**

Benefits will be paid to you at any time, at your request. Except for Roth IRAs, however, payment of Benefits must be made or started not later than the April 1 following the calendar year in which you reach age 70½.

### **4.2. Benefits Before Age 59½.**

You are subject to a penalty tax under Code section 72(t) if Benefits are paid before you reach age 59½, except for the proper rollover or transfer of the Account or the other situations listed below.

**(a) Traditional IRAs.** There are exceptions under Code section 72(t) for the payment of Benefits from the Account (i) attributable to your disability or death, (ii) in substantially equal periodic payments for your life (or life expectancy) or the joint lives (or life expectancies) of you and your Beneficiary, (iii) for health insurance premiums after at least 12 weeks of unemployment, (iv) as

qualified first-time homebuyer distributions (up to \$10,000), (v) for qualified higher education expenses, (vi) for unreimbursed medical expenses exceeding 10% of adjusted gross income, (vii) as a result of a tax levy on the Account, (viii) that qualify for special disaster relief (such as “qualified hurricane distributions”), and (ix) as “qualified reservist distributions.”

**(b) Roth IRAs.** Benefits attributable to contributions made to a Roth IRA may be paid before you reach age 59½ without penalty, with the exception of conversion contributions. Conversion contributions are subject to a penalty tax under Code section 72(t) if they are paid prior to the expiration of a five-year holding period under Code section 408A(d)(3)(F) as though they were includable in income. This holding period begins on the first day of the Year in which the conversion contribution is made.

Benefits attributable to earnings on contributions to Roth IRAs are subject to a penalty tax under Code section 72(t) if paid to you before age 59½ unless they are paid as a qualified distribution under Code section 408A(d). A qualified distribution is a payment of Benefits made after the 5-year period beginning with the first Year for which you (or your Spouse) made a contribution to a Roth IRA established for your benefit which is paid (i) after your disability or death, or (ii) for a qualified first-time home-buyer distribution (up to \$10,000).

The exceptions to Code section 72(t) listed in (a) above also apply to non-qualified distributions of earnings from a Roth IRA and to distributions of conversion contributions prior to the expiration of the 5-year holding period.

**(c) Disability Defined.** You will be considered to be disabled (so as to be able to receive Benefits before age 59½ without penalty) if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. The degree and permanence of such impairment must be supported by medical evidence.

**(d) Payment Directions.** At your written direction, we will pay you Benefits for any reason at any time before age 59½. Your direction must specify the amount, form and time of the payment and must include a statement of the reason for the payment. You may direct that the payment be made in the form of the assets held in the Account, in cash (by liquidating such investments as you may direct), or in any combination of those ways.

#### **4.3. Benefits Between Ages 59½ and 70½.**

At your written direction, we will pay you Benefits for any reason at any time between ages 59½ and 70½. Your direction must specify the amount, form and time of the payment; but, it does not have to mention the reason for the payment. You may direct that the payment be made in the form of the assets held in the Account, in cash (by liquidating such investments as you may direct), or in any combination of those ways.

#### **4.4. Benefits After Age 70½.**

After attaining age 70½, you are subject to a substantial penalty tax under Code section 4974 if the Benefits paid are less than the minimum amount required by Code section 408(a)(6). However, the penalty tax and minimum distribution rules do not apply to Roth IRAs prior to your death.

**(a) Payment Procedure.** At your written direction, we will pay you Benefits for any reason after age 70½. Your direction must specify the amount, form and time of the payment; but, it does not have to mention the reason for the payment. You may direct that payment be made in the form of the assets held in the Account, in cash (by liquidating such investments as you direct), or in any combination of those ways. Except for Roth IRAs, the directions for payment must conform to the following rules in this Section.

**(b) Selection of Form of Benefits.** Before the required beginning date for an Account (other than a Roth IRA), you must direct, by written notice to us, that payment of Benefits be made or started in any one or a combination of the following forms

(1) **Lump Sum** – a single payment.

(2) **Installments** – a series of installments payable monthly, quarterly or annually over a period you select which does not exceed your life expectancy or the joint and last survivor life expectancy of you and your Beneficiary. (For this purpose, life expectancy is determined from the tables published under section 1.401(a)(9)-9 of the Income Tax Regulations.) Also, you may elect at any time to receive additional payments from your Account. Any such election must be made by giving us written notice describing the amount and time of the additional payment desired.

(3) **Annuities** (to the extent made available by us under our policies and procedures) – by purchasing and distributing a nontransferable immediate annuity contract which will provide a term certain, lifetime or other annuity selected by you which complies with the requirements of Code section 401(a)(9).

**(c) Minimum Distribution Requirement.** The amount to be distributed each year, beginning with the first calendar year for which distributions are required and then for each succeeding calendar year, must not be less than the quotient obtained by dividing your Account balance by the applicable distribution period. The applicable distribution period for required minimum distributions for calendar years up to and including the calendar year of your death is determined using the Uniform Lifetime Table in Q&A-2 of

section 1.401(a)(9)-9 of the Income Tax Regulations for your age as of your birthday in the distribution calendar year. However, if your sole designated Beneficiary is your Spouse, and your Spouse is more than ten years younger than you, then you may use the joint life expectancy of you and your Spouse, as set forth in the Joint and Last Survivor Table in Q&A-3 of Section 1.401(a)(9)-9 of the Income Tax Regulations, using your age and your Spouse's age as of the birthdays in the distribution calendar year.

**(d) Failure to Elect Method.** If you fail to elect a method of distribution for your Traditional IRA by the required beginning date, we will assume you are taking your required minimum distribution from another Traditional IRA and will make no payment from this Account until you give us a proper payment direction.

However, we (in our sole discretion) may change our default procedures for this Account and may follow any other course of action permitted under this Agreement and applicable law that has been disclosed to you in a written notice provided at least 30 days prior to the applicable required distribution date. For example, after appropriate written notice, we could:

- (1) Pay your entire Account to you in a single payment, or
- (2) Determine your required minimum distribution each calendar year based on your applicable distribution period and pay those distributions to you until you direct otherwise in writing.

#### **4.5. Death Benefits.**

If you die before your entire Account has been paid, we will, upon receipt of appropriate proof of your death, establish a separate Account for each Beneficiary's share of your Account, as provided below.

**(a) Payment Procedure.** At the written direction of a Beneficiary, we will pay Benefits to him/her from his/her separate Account. The Beneficiary must specify the amount, form and time of the payment. The Beneficiary may direct that the payment be made in the form of the assets held in the Account, in cash (by liquidating such investments as the Beneficiary may direct), or in any combination of those ways. The directions for payment must conform to the following rules under this Section.

**(b) Selection of Form of Benefits.** Each Beneficiary may select one or a combination of the following forms of payment for his/her Benefits

- (1) **Lump Sum** – a single payment.
- (2) **Installments** – a series of installments payable monthly, quarterly or annually over a period selected by the Beneficiary which complies with section 1.401(a)(9)-5 of the Income Tax Regulations. Also, the Beneficiary may elect at any time to receive additional payments from his/her Account. Any such election must be made by giving us written notice describing the amount and time of the additional payment desired.
- (3) **Annuities** (to the extent made available by us under our policies and procedures) – by purchasing and distributing a nontransferable immediate annuity contract which will provide a term certain, lifetime or other annuity selected by the Beneficiary which complies with Code section 401(a)(9).

**(c) Minimum Distribution Requirement.**

**(1) Death of Participant Before Benefit Payments Begin.** If you die before your required minimum distribution payments begin, then your Beneficiary must direct, by written notice to us, that payment of his/her Benefits be made or started no later than the following date:

- (i) If your surviving Spouse is your sole designated Beneficiary, then Benefit payments to the surviving Spouse must begin by December 31 of the calendar year immediately following the calendar year of your death, or by December 31 of the calendar year in which you would have attained age 70½, if later.
- (ii) If your surviving Spouse is not your sole designated Beneficiary, then Benefit payments to the designated Beneficiary(ies) must begin by December 31 of the calendar year immediately following the calendar year of your death.
- (iii) If there is no designated Beneficiary as of September 30 of the calendar year following the calendar year of your death, the entire Benefit must be paid by December 31 of the calendar year containing the fifth anniversary of your death.
- (iv) If your surviving Spouse is your sole designated Beneficiary, and he/she dies before Benefit payments begin, the subsequent payments to the surviving Spouse's Beneficiary(ies) will be made in accordance with this section (other than subsection (c)(1)(i)) as though the surviving Spouse had been you. (But, if the surviving Spouse has remarried since your death and the new spouse is the surviving Spouse's Beneficiary, the special rules applicable to surviving Spouses would not apply to the new spouse.)

The minimum amount that will be paid for each distribution calendar year after the calendar year of your death is the quotient obtained by dividing the designated Beneficiary's Account balance by the remaining life expectancy of the designated Beneficiary.

**(2) Death of Participant on or After Date Benefit Payments Begin.** If you die on or after the date Benefit payments begin and you have one or more designated Beneficiaries, the minimum amount that must be distributed to each designated Beneficiary for each distribution calendar year after the calendar year of your death is the quotient obtained by dividing the designated Beneficiary's Account balance by the longer of your remaining life expectancy or the remaining life expectancy of the designated Beneficiary, determined as follows:

- (i) Your remaining life expectancy is calculated using your age as of your birthday in the calendar year of your death, reduced by one for each subsequent calendar year.
- (ii) If your surviving Spouse is your sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the calendar year of your death using the surviving Spouse's age as of his/her birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of his/her birthday in the calendar year of his/her death, reduced by one for each subsequent calendar year.
- (iii) If your surviving Spouse is not your sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the designated Beneficiary in the calendar year following the calendar year of your death, reduced by one for each subsequent calendar year.

If you die on or after the date Benefit payments begin and you have no designated Beneficiary as of September 30 of the calendar year after the calendar year of your death, the minimum amount that must be distributed for each distribution calendar year after the year of your death is the quotient obtained by dividing your Account balance by your remaining life expectancy calculated using your age as of your birthday in the calendar year of your death, reduced by one for each subsequent calendar year.

**(3) Payments from a Beneficiary IRA Established by a Non-Spouse Beneficiary with Inherited Funds from Certain Eligible Retirement Plans.** The required minimum distribution rules for an Account established by a non-Spouse Beneficiary with funds inherited from an eligible retirement plan described in Code section 402(c)(8)(B) are described below:

- (i) If the eligible retirement plan uses the life expectancy rule in Code section 401(a)(9)(B)(iii) to determine required minimum distributions for beneficiaries and if the retirement plan participant died before his/her required beginning date under that plan, the yearly required minimum distribution for the non-Spouse Beneficiary is calculated by dividing the Account balance as of the close of business on December 31 of the previous year by the applicable distribution period. The applicable distribution period is the Beneficiary's life expectancy listed in "Table 1 (Single Life Expectancy)" for the Beneficiary's birthday in the calendar year immediately following the calendar year of death of the plan participant, reduced by 1 for each subsequent year.
- (ii) If the eligible retirement plan uses the 5-year rule in Code section 401(a)(9)(B)(ii) to determine required minimum distributions for beneficiaries and if the retirement plan participant dies before his/her required beginning date under that plan, then if the non-Spouse Beneficiary made the rollover to the Account before the end of the calendar year immediately following the calendar year in which the death of the plan participant occurred, the Beneficiary can elect to have required minimum distributions from the Account determined under the life expectancy rule or the 5-year rule. However, if the non-Spouse Beneficiary made the rollover to the Account in the second through fourth calendar years following the calendar year in which the death of the plan participant occurred, the non-Spouse Beneficiary must use the 5- year rule under this Account.
- (iii) If the eligible retirement plan participant dies after his/her required beginning date, Section 4.5(c)(1)(ii) applies to the Beneficiary.
- (iv.)The required minimum distributions payable to a designated Beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations

**(d) Life Expectancy Calculations.** Life expectancy is determined from the tables published under section 1.401(a)(9)-9 of the Income Tax Regulations.

**(e) Penalty Tax.** The Beneficiary is subject to a substantial penalty tax under Code section 4974, if the Benefits paid are less than the minimum amount required by Code section 408(a)(6).

#### **4.6. Allocation of Responsibility.**

Each Participant or Beneficiary of a deceased Participant has the exclusive authority to control the payment of Benefits from his/her Account. Our responsibility is limited to implementing the oral or written payment directions we receive for the Account. We have no duty to question, investigate or give advice with respect to the amount, form, timeliness, tax effect or any other aspect of any payment, and all such matters are the exclusive responsibility of the Participant or Beneficiary(ies). We will not be liable for any tax or any loss of any kind which may result from any action taken pursuant to such payment directions or from any failure to act because of the absence of such directions.

## SECTION 5: BENEFICIARIES

### 5.1. Designation of Beneficiaries.

You may designate, on forms to be furnished by and filed with us, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of your Account in the event of your death. You may change or revoke any such designation from time to time. No such designation, change or revocation will be effective unless executed by you and received by us during your lifetime. No such change or revocation will require the consent of any Beneficiary previously designated by you, unless otherwise required by us.

### 5.2. Automatic Beneficiary.

If you:

- (a) Fail to designate a Beneficiary (including, but not limited to, an illegible designation),
- (b) Designate a Beneficiary and thereafter revoke such designation without naming another Beneficiary, or
- (c) Designate one or more Beneficiaries and all such Beneficiaries fail to survive you,

then your Account will be payable to your surviving Spouse or, if there is no surviving Spouse, to the representative of your estate.

### 5.3. Rules for Interpreting Designations.

Beneficiary designations will be interpreted according to the following rules:

#### (a) Primary Beneficiaries.

- (1) Unless you have otherwise specified in the Beneficiary designation, the Account will be paid in equal shares to the primary Beneficiaries who survive you.
- (2) If you have specified percentage (or fractional) shares for the primary Beneficiaries and if some but not all such Beneficiaries fail to survive you, any amounts that such non-surviving Beneficiaries otherwise would have been entitled to will be divided among the surviving primary Beneficiaries in proportion to the relative percentage (or fractional) shares of such surviving Beneficiaries.

#### (b) Alternative Beneficiaries.

- (1) If no primary Beneficiary survives you, the Account will be paid in equal shares (unless otherwise specified in the Beneficiary designation) to the alternative Beneficiaries who survive you.
- (2) If you have specified percentage (or fractional) shares for the alternative Beneficiaries and if some but not all such Beneficiaries fail to survive you, any amounts that such non-surviving Beneficiaries otherwise would have been entitled to will be divided among the surviving alternative Beneficiaries in proportion to the relative percentage (or fractional) shares of such surviving Beneficiaries.
- (3) Alternative Beneficiaries may also be referred to in our forms as contingent or secondary Beneficiaries.

**(c) Death Before Full Distribution.** Unless you have otherwise specified in the Beneficiary designation, the Beneficiaries will become fixed as of your death so that, if a Beneficiary survives you but dies before the receipt of all amounts due such Beneficiary, the remaining amounts will be payable to the representative of such Beneficiary's estate or to one or more Beneficiaries designated by such Beneficiary.

**(d) Designation by Name and Relationship.** Any designation of a non-Spouse Beneficiary by name that is accompanied by a description of his/her relationship to you will be given effect without regard to whether the relationship exists either then or at the time of your death.

#### (e) Designation by Relationship Only.

- (1) Any designation of a Beneficiary only by statement of his/her relationship to you will be effective only to designate the person or persons standing in such relationship at the time of your death. If a Beneficiary is designated by relationship only, we may require legal confirmation of the Beneficiary at the time of your death, and may hold all investments comprising the Account on the date of your death until such legal confirmation is provided, and/or may liquidate the assets of the Account and invest them in an interest bearing account or money market fund until such legal confirmation is provided.
- (2) Unless you have otherwise specified in the Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, including legally adopted descendants and their descendants but not including illegitimate descendants and their descendants; "child" means an issue of the first generation; and "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child.

**(f) Simultaneous Deaths.** “Survive” and “surviving” mean living after your death. If there is insufficient evidence that a Beneficiary was living after your death, it shall be deemed that the Beneficiary was not living after your death.

**(g) Termination of Marriage.** If you designate your Spouse as a Beneficiary either by name or by relationship, or both, the dissolution, annulment or other legal termination of your marriage shall automatically revoke such designation. (This does not prevent you from designating a former Spouse as a Beneficiary on a form executed by you and received by us after the date your marriage legally terminated, and during your lifetime.)

#### **5.4. Administration of Beneficiary’s Account.**

**(a) Separate Account for Each Beneficiary.** Upon receipt of appropriate proof of your death, we will establish a separate Account for each Beneficiary’s share of your Account. Each Beneficiary will be bound by the provisions of this Agreement and will direct investments (or appoint an investment manager), determine the amount, form and time for payment of Benefits and designate one or more subsequent Beneficiaries under (c) below. No contribution may be made to the Beneficiary’s Account except as provided in (b) below.

**(b) Surviving Spouse’s Election.** If a separate Account is established under (a) above for a sole Beneficiary who is your surviving Spouse, the surviving Spouse may elect, by written notice to us, to adopt that separate Account as his/her own Traditional IRA or Roth IRA and, thus, to become a Participant under this Agreement. If such an election is made, the surviving Spouse will be treated as a Participant under all the provisions of this Agreement, and:

- (1) Contributions may be made to the Account by or for him/her,
- (2) Benefits may be paid to him/her under the rules applicable to Participants (instead of those applicable to Beneficiaries), and
- (3) He/she will have all the other powers and responsibilities of a Participant under this Agreement.

**(c) Subsequent Beneficiaries.** Your Beneficiary may designate, on forms to be furnished by and filed with us, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of such Beneficiary’s Benefits in the event such Beneficiary survives you but dies before the receipt of all amounts due such Beneficiary and may change or revoke any such designation from time to time. No such designation, change or revocation will be effective unless executed by such Beneficiary and received by us during such Beneficiary’s lifetime. No such change or revocation will require the consent of any Beneficiary previously designated by such Beneficiary. All such designations will be interpreted according to the rules as though such Beneficiary were a Participant. In the absence of an effective Beneficiary designation by a surviving Beneficiary of a deceased Participant, the Beneficiary’s Benefits will be payable to the representative of the Beneficiary’s estate.

**(d) Legal Incapacity of Beneficiary.** If the Beneficiary is a minor or otherwise legally disabled, we may require that any and all rights that could otherwise be exercised by the Beneficiary under the terms of this Agreement or at law be exercised on behalf of the Beneficiary by a representative of the Beneficiary, and may rely on the authority and direction of such representative for all actions taken with respect to the Account, including without limitation:

- (1) Investing the Account as such representative may direct in accordance with the terms of this Agreement, or liquidating the assets of the Account and investing them in an interest bearing account or money market fund, and
- (2) Paying Benefits as such representative may direct in accordance with the terms of this Agreement.

We will not be liable for any loss which may result from any investment, liquidation, or distribution made by us in good faith under this paragraph.

**(e) Missing Beneficiary.** If, within 60 days after receiving notice of your death, we are unable to locate a Beneficiary by mailing to your own or your Beneficiary’s last known address in our records, then we will liquidate the assets of the Beneficiary’s Account and invest them in an interest bearing account or money market fund, until such time as a written claim is received from the Beneficiary or the Account escheats to a governmental agency by operation of law. We may also take any other action that may be necessary or advisable under applicable law or regulatory guidance. We will not be liable for any tax or any loss of any kind which may result from any liquidation, investment or distribution to a governmental agency or other action made by us in good faith under this paragraph.

**(f) Disputes as to Beneficiary.** If, within 30 days after receiving written notice of a dispute as to the effectiveness of a purported designation of Beneficiary for the Account, we are unable to determine a Beneficiary from among conflicting claims, then, unless otherwise instructed in writing prior to the expiration of such 30 day period by all persons claiming to have an interest in the Account, we will liquidate the assets of the Account and invest them in an interest bearing account or money market fund, until such time as the conflicting claims are resolved by written agreement or court order, and we may take such additional actions as may be necessary or advisable in connection with the dispute. We will not be liable for any tax or any loss of any kind which may result from any liquidation or investment or other action made in good faith under this paragraph.

## **5.5. Disclaimers by Beneficiaries.**

A Beneficiary entitled to part or all of your Account may disclaim his/her interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must be a natural person of legal age and under no other legal disability and must not have received a distribution of any part of the Account at the time we receive the disclaimer. Alternatively, the following may execute a disclaimer: (i) the duly appointed legal guardian or conservator of a Beneficiary who is a minor or under other legal disability, or (ii) the duly appointed personal representative of a deceased Beneficiary.

The disclaimer must be in writing and must be executed personally by the Beneficiary (or a duly appointed legal guardian, conservator or personal representative acting on the Beneficiary's behalf) and acknowledged before a notary public. The disclaimer must state that the Beneficiary's entire interest in the Account is disclaimed or must specify what portion thereof is disclaimed.

To be effective, the disclaimer must be both executed by the Beneficiary and received by us after the date of your death but not later than nine (9) months after the later of the date of your death or the date the Beneficiary attains age 21. It must be accompanied by either of the following documents in a form satisfactory to us: (a) a certified copy of the order of a court of competent jurisdiction authorizing the disclaimer, if the disclaimer is executed by a legal guardian, conservator or a personal representative, or (b) a written instrument executed by the Beneficiary indemnifying us and holding us harmless from any and all liability or responsibility arising out of or in connection with any action we may take in reliance on the disclaimer. A disclaimer will be irrevocable when received by us. Upon the filing of a disclaimer in accordance with this Section and Code section 2518, the interest disclaimed will be payable under the rules of this Section as though the disclaiming Beneficiary had not survived you. A disclaimer by a Beneficiary will not be considered to be a transfer of an interest that violates this Agreement.

## **5.6. Allocation of Responsibility.**

Each Participant or Beneficiary of a deceased Participant has the exclusive authority to designate the Account Beneficiaries. Our responsibility is limited to implementing any written Beneficiary designation or disclaimer we receive for the Account. We have no duty to question, investigate or give advice with respect to the content, form, legal or tax effect or any other aspect of any Beneficiary designation or disclaimer. Upon the death of you or your Beneficiary, we will be the sole judge of the content, interpretation and validity of any purported Beneficiary designation or disclaimer. We will not be liable for any loss of any kind which may result from any action we may take in good faith with respect to any Beneficiary designation or disclaimer.

## **SECTION 6: NATURE OF ACCOUNT**

### **6.1. Account Assets.**

Each Account will consist of the contributions received on your behalf under this Agreement, the investments made with such contributions and the earnings on them. All Account assets are held and administered by us as a non-discretionary, directed Custodian under the terms of this Agreement.

### **6.2. Vesting.**

All contributions received on your behalf, all investments made with such contributions and all earnings on them will immediately become and at all times remain fully vested in you and are non-forfeitable.

### **6.3. No Commingling.**

The assets of the Account will not be commingled with other property except in a common trust fund or common investment fund.

### **6.4. Exclusive Benefit.**

At no time will any part of the Account be used for or diverted to purposes other than for your exclusive benefit or your Beneficiaries' exclusive benefit. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "your" or "Participant" are to the deceased individual, unless the context provides otherwise.

### **6.5. Transfer or Assignment of Account.**

The Account is nontransferable and is not subject to assignment, garnishment, attachment, execution or levy of any kind (whether voluntary or involuntary), and any attempt to cause the Account to be so subjected will not be recognized, except as required by law.

You may transfer your Account to a former Spouse, however, under a divorce decree or under a written instrument incident to such divorce, as provided in Code section 408(d)(6). If such a transfer is made, the Account then will be held under this Agreement as a Traditional IRA or Roth IRA for the former Spouse.

## SECTION 7: ADMINISTRATIVE POWERS AND DUTIES

### 7.1. General Powers.

We will have all powers necessary to carry out our duties under this Agreement, including (but not limited to) the following:

**(a) Investment Matters.** As directed by the person with investment responsibility for the Account, we will have the power:

- (1) To invest and reinvest the assets of the Account in any investments available through us in the regular course of business, subject to the limitations in this Agreement.
- (2) To periodically and automatically invest the Account's cash in a default investment selected by such person. The default investment may be any mutual fund, common trust fund or collective investment fund (whether or not maintained or advised by us or any of our affiliated entities), interest bearing account of us or an affiliated entity, or other investment. However, such investment must be compatible with our procedures for sweeping cash into the investment and for withdrawing cash from it for reinvestment in our assets, as directed.
- (3) To deposit cash in a checking or other disbursement account, which may or may not bear interest, in the commercial or savings departments of us or any other bank, trust company or other financial institution (including those affiliated in ownership with us) and should such amounts be held without interest pending investment or distribution, such reasonable practice is expressly authorized, notwithstanding our or any affiliated entity's receipt of "float" from such investment.
- (4) To exercise subscription or conversion rights and to pay calls, assessments and any other amounts chargeable or accruing against the assets of the Account.
- (5) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers, any other changes or legal causes of action (except class action shareholder lawsuits) affecting or involving the assets of the Account.

**(b) Other Matters.** We will have the power:

- (1) To authorize additional forms of acceptable written notice to us, including (as we may periodically determine) facsimile, e-mail or other methods.
- (2) To hold the assets of the Account without qualification or description in our name or the name of any nominee of us, or in any other form under which title will pass by delivery.
- (3) To exchange information about you, your Beneficiary(ies) and Account with affiliated entities, as permitted by applicable law and regulations.
- (4) To make, execute and deliver, as Custodian, any and all contracts, waivers, releases or other written documents with respect to the administration of the Account.
- (5) To employ recordkeepers and other agents and to delegate such duties to them as we see fit and to employ or consult with experts, advisors and legal counsel (who may be employed also by you or your Beneficiary(ies)) and to rely on the information and advice received. We will be reimbursed by the Account or you (or, if you die, your Beneficiary(ies)), for costs incurred by us when employing such parties.
- (6) To file class action litigation proofs of claim in respect to any of the assets of the Account.

### 7.2. Confirmations and Documents.

The account statements described herein (including their timing and form) serve as the sole written notification of any securities transactions effected by us for the account. Even so, you have the right to demand that we provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to you.

### 7.3. Indemnification.

- (a) You hereby agree to indemnify and release us, and hold us harmless from and against, and we will incur no liability to any person for, any harm that may be imposed on, incurred by, or asserted against us by reason of our action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the harm resulted directly from our willful misconduct, gross negligence, bad faith, or material breach of this Agreement.
- (b) The foregoing provisions will survive the termination of this Agreement.

### 7.4 Fees, Expenses and Miscellaneous.

**(a)** We are entitled to receive compensation for providing services under this Agreement. Such compensation includes:

- (i) fees in accordance with our fee schedule, as amended from time to time, and any special expenses (including legal fees) incurred in connection with the custodianship of the Account;



- (ii) brokerage and other investment fees and expenses for the investment of the Account;
  - (iii) administrative fees and expenses for any special services not covered in the custodial fee schedule;
  - (iv) transfer taxes incurred in connection with the investment of the Account; and
  - (v) income taxes or other taxes of any kind that may be levied or assessed upon or in respect of the Account or the payment of benefits.
- (b)** Reasonable expenses, fees, costs, and other charges incurred by us in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement) are expenses of the Account, and the same will not be offset from our compensation unless required by applicable law.
- (c)** These fees and expenses will be paid from the Account unless we, in our sole discretion, agree to accept payment directly from you. We may liquidate any investments in the Account for the purpose of making such payments. If the Account is not sufficient to satisfy the amounts due, or the investments are not sufficiently liquid, we, in our sole discretion, may charge you for the unpaid amounts.
- (d)** To the extent of any outstanding compensation, expenses, fees, costs, or other charges incurred by us in providing services under this Agreement, you hereby grant us a first-priority lien and security interest in, and right of set-off against, the Assets. We may execute that lien and security interest, and exercise that right, at any time.
- (e)** We have the power to advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement. To the extent of any advance of funds or securities under this Agreement, you hereby grant us a first-priority lien and security interest in, and right of set-off against, the Assets. We may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of our rights as a securities intermediary under Uniform Commercial Code §9-206.
- (f)** At the end of our services to the Account, we may reserve from the Account such sum of money as we deem advisable for payment of any custodial or administrative, or other fees and expenses and any taxes or other liabilities constituting a charge against us or the income or assets of the Account. We may liquidate any investments in the Account to establish such reserve and make such payments. Any portion of such reserve remaining after payment of all such items will be paid over to the person or persons otherwise entitled to the assets of the Account.
- (g)** We may hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist us in exercising the foregoing powers, including any service provider that is affiliated with us. In such instances, you authorize us to charge the Account for any fees, expenses, charges or other liabilities associated with our hiring and retention of said service providers.
- (h) Damages.** Neither party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.
- (i) Force Majeure.** Neither party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars); revolutions; insurrections; riots; civil commotion; acts of God; accidents; fires; explosions; stoppages of labor; strikes; laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor shall any such failure or delay give either party the right to terminate this Agreement.

## **SECTION 8: INFORMATION AND REPORTS**

### **8.1. Your Duties.**

You will provide us in the manner we require any information we need to prepare reports required by the IRS or other governmental agencies.

### **8.2. Our Duties.**

We will submit to the IRS or other governmental agencies and to you reports containing the information prescribed by the IRS or such other governmental agencies. But see the discussion below on our limited duty to prepare IRS Form 990-T.

### **8.3. Our Records.**

We will keep accurate and detailed records of all contributions, receipts, investments, distributions, disbursements and all other transactions for the Account.

#### **8.4. Valuation of Accounts.**

We will determine annually the value of each Account. In addition, we will determine the value of the Account at such other times as may be necessary to permit payment of Benefits as provided in this Agreement. You hereby acknowledge that we are performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or applicable law); and that the reported value is not a substitute for (i) investigating the IRA asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining investment advice. We will report a value that is (i) provided to us by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to us when preparing the statement. If such value is unavailable, for reporting purposes only, you hereby direct us to use the most recent value that we received from the asset's broker, fund accountant, general partner, issuer, manager, transfer agent, or other service provider (commonly known as a pass-through price).

#### **8.5. Our Reports.**

We will make all the required filings, subject to your provision to us, regarding the Account to the IRS and to you as the Secretary of Treasury or Commissioner of Internal Revenue may require. Such reports will be made at such time and in such manner as may be required under Code sections 408(i) and 408A(d)(3)(D), and under any applicable guidance issued by the IRS. Separate records will be maintained for the interest of each Participant. We shall furnish annual calendar-year reports concerning the status of the Account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. Unless you file written objections to the report within 60 days after it is mailed, it will be deemed to have been approved and we will be released and discharged from all liability to anyone with respect to all matters set forth in the report as though the account had been settled by the decree of a court of competent jurisdiction. But see the discussion below on our limited duty to prepare IRS Form 990-T.

#### **Unrelated Business Taxable Income (UBTI):**

- An IRA might earn unrelated business taxable income ("UBTI") in certain circumstances, such as when the IRA holds units of certain limited liability companies or limited partnerships.
- If your U.S. Bank IRA generates \$1,000 or more of UBTI in a calendar year (calculating UBTI for the tax year based on the sum of the unrelated business income (but not less than \$0) for each trade or business), then we will file an IRS Form 990-T (Exempt Organization Business Income Tax Return) for that calendar year to report the UBTI and must pay the unrelated business income tax ("UBIT") due reported therein from the IRA identified therein.
- We will forward to you any Schedule K-1 (Form 1065) that we receive which identifies as a partner any of your U.S. Bank IRAs and which also reports UBTI. If such forwarded K-1s report \$1,000 or more of UBTI with respect to any of your U.S. Bank IRAs for a calendar year, then we will seek your direction to charge the UBIT thereon to a particular U.S. Bank IRA; after receiving such a direction, we will complete, sign, and file an IRS Form 990-T with respect to that U.S. Bank IRA for that calendar year, and pay the UBIT due reported therein from that U.S. Bank IRA.
- We will not make any installment payments of estimated tax on UBIT from a U.S. Bank IRA unless you provide us with a completed IRS Form 990-W (Estimated Tax on Unrelated Business Taxable Income for Tax-Exempt Organizations) and direct us to charge the payments due reflected therein to a particular U.S. Bank IRA.
- Except for our limited duties as described above, you have sole responsibility for UBTI, IRS Form 990-T, and UBIT with respect to your U.S. Bank IRAs. You should consult with your accountant, lawyer, or other qualified tax advisor for additional information, mindful that interest and penalties can result from failing to timely file IRS Form 990-T and pay UBIT.

### **SECTION 9: TAXES**

#### **9.1. Tax Withholding.**

We will deduct, withhold and transmit to the proper taxing authorities such income or other taxes of any kind that may be levied or assessed upon or in respect of the Account or the payment of Benefits. You will furnish us with all information we need to compute and withhold such income or taxes.

### **SECTION 10 LIMITATIONS ON DUTIES.**

**10.1.** Our duties are strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations will be read into this Agreement against us. Without limiting the generality of the foregoing, we have no duty to:

- (a) Act as trustee of the IRAs assets.
- (b) Inspect, review or examine any asset that is neither registered in the name of the account (with us designated as custodian), us (with or without custodial designation) or our nominee nor maintained by us at any central securities depository (such as the Depository Trust Company) or Federal Reserve Bank or with a sub-custodian nor held by us in unregistered or bearer form or in such form as will pass title by delivery, or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, or to take physical possession of such asset or document.
- (c) Question whether any direction received under this Agreement is prudent, consistent with the terms of this Agreement, or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email, or entered into your account in our on-line portal, is unreliable or has been compromised, such as by identity-theft.
- (d) Monitor service providers hired by you.
- (e) Maintain or defend any legal proceeding in the absence of indemnification, to our satisfaction, against all expenses and liabilities which we may sustain by reason thereof.
- (f) Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

## **SECTION 11: CHANGE OF CUSTODIAN**

### **11.1. Change.**

The Custodian of the Account may be changed as follows:

**(a) Resignation.** We may resign at any time upon thirty (30) days' advance written notice to you.

**(b) Removal.** You may remove us as custodian at any time by giving us written notice.

Upon such resignation or removal, you (or your Beneficiary(ies)) need to appoint a successor custodian or trustee.

### **11.2. Removal and Appointment of Successor.**

We may resign by written notice to you. You may remove us by written notice to us. The resignation or removal will be effective sixty (60) days after delivery of the notice, except to the extent you and we agree in writing to a different date. By such effective date, you will appoint a new custodian and provide us with the new custodian's signed, written acknowledgement of its appointment. If you fail to do so, then we will have the right to: (1) liquidate and distribute the assets to you personally (rather than to any new custodian or IRA), regardless of any tax or investment consequences; (2) appoint a new custodian and distribute the assets to the new custodian; or (3) petition a court at the IRA's expense for appointment of a new custodian, and you will be deemed to have directed whichever of those actions we have taken. In any event, we will transfer assets accordingly, but we will not be required to transfer any assets until we have received payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges, incurred by us in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

Such transfer of the assets shall constitute a full and complete discharge and exonerate us of liability. We may close the Account if it is not funded within ninety (90) days of the Account opening.

### **11.3. Qualification of Successor.**

The successor custodian or trustee must be either a bank (as defined in Code section 408(n)) or a person who has IRS approval to serve in that capacity (as provided in Code section 408(h)).

### **11.4. Payment to Successor.**

Once we receive written acceptance of appointment by the successor custodian or trustee, we will transfer and pay over to the successor the assets of the Account, less any amount allowed to be reserved under this Agreement.

### **11.5. Successor Organizations.**

By designating a Custodian, original or successor, hereunder, there is included in such designation and as a part thereof any other corporation authorized by law to accept the Account into which or with which the designated Custodian, original or successor, is converted, consolidated or merged, and the corporation into which or with which any Custodian hereunder is so converted, consolidated or merged will continue to be the Custodian of the Account.

## SECTION 12: AMENDMENT OR TERMINATION OF AGREEMENT

### 12.1. Power to Amend.

You cannot amend this Agreement other than by changing an election or designation in the Application. You and your Beneficiary(ies) delegate to the Sponsor or its agent the power to amend this Agreement from time to time in any respect (unless otherwise expressly stated in this Agreement), without obtaining your approval or consent (or that of your Beneficiary(ies)). Either the Sponsor or its agent will furnish you a copy of any such amendment.

### 12.2. Limitation on Amendments

This Agreement may not be amended in any manner that would cause or permit any part of the Account to be diverted to purposes other than for your (or your Beneficiary's(ies')) exclusive benefit.

### 12.3. Termination.

You may terminate this Agreement at any time by written notice to us.

Upon such termination, we will distribute the assets of the Account, less any amount reserved for payment of fees and expenses, to you (or your Beneficiary(ies)) or according to the directions of you (or your Beneficiary(ies)) and the provisions of this Agreement. We will comply with the directions we receive in proper form and will not be liable for any tax or any loss of any kind resulting from any action we take pursuant to such directions.

### 12.4. Transfer.

At your written direction, we will transfer the assets of the Account, less any amount reserved for payment of fees and expenses, directly to the custodian or trustee (or other funding agent) of another individual retirement plan or of a qualified employer or government plan. We have no duty to ascertain whether such direction is proper under the Code or under the provisions of the plan receiving the transfer. We will comply with your (or your Beneficiary's(ies')) directions and will not be liable for any tax or any loss of any kind resulting from any action we take pursuant to such directions.

## SECTION 13: MISCELLANEOUS

### 13.1. Initial Adoption or Revocation.

- (a) **Adoption of Agreement.** This Agreement will be effective once the Application has been signed by you and accepted by us at our principal office, as evidenced by our written notice to you, which may be a trade confirmation or an Account statement.
- (b) **Right to Defer Initial Investment Directions.** In our discretion, we may defer execution of the initial investment directions for the Account until the end of the revocation period described below.
- (c) **Revocation of Agreement.** You may revoke this Agreement for any reason within seven calendar days after the date your signed Custody Account Application (Part 1) is postmarked to us at US Bank, Institutional Trust & Custody, 425 Walnut Street, Cincinnati, Ohio 45202 or, if earlier, the date we receive your initial payment to establish your IRA. If it is revoked during that period, the Agreement will be void from its inception, and we will return all assets you contributed and all fees you paid us.

### 13.2. Notices.

All written notices required or permitted to be given under this Agreement shall be subject to the following rules:

- (a) **Notices to You.** Notices to you (or your Beneficiary(ies)) may be provided by us by mail or by electronic means. If any such notice is provided by mail, it will be deemed to have been given when sent by mail to your (or your Beneficiary's(ies')) most recent address in our records. If any such notice is provided by electronic means, it will be deemed to have been given when transmitted to your (or your Beneficiary's(ies')) most recent e-mail or other electronic address in our records. You will be provided with the ability to request and receive the notice in writing on paper at no charge. You acknowledge that any notices provided electronically to you (or your Beneficiary(ies)) will be deemed to have been provided in writing for purposes of this Agreement and applicable federal and state law.
- (b) **Notices to Us.** Notices to us may be provided by you (or your Beneficiary(ies)) by mail or by such electronic means as we may authorize from time to time by written notice to you (or your Beneficiary(ies)). If any such notice is provided by mail, it will be deemed to have been given when received by us at our principal office or at such other address as we may provide to you (or your Beneficiary(ies)) from time to time. If any such notice is provided by electronic means, it will be deemed to have been given when received by us in accordance with our procedures for such notices. We acknowledge that any notices provided electronically to us in accordance with our procedures will be deemed to have been provided in writing for purposes of this Agreement and applicable federal and state law.

### **13.3 Call-backs.**

You acknowledge that, in certain circumstances, we may need or elect to contact you via phone to confirm an instruction relating to the account. In such circumstances, you understand that we will use your phone number designated in the Application (Part 1) and you expressly authorize us to act on any confirmation or instruction provided by the individual with such telephone number. In the event that you wish to add additional phone contacts who are authorized relating to the account, you shall contact us for our then-current authorization form for such purposes. You understand that we shall not be liable for any act taken upon an oral instruction received by us when we have called such number.

### **13.4. Statutory and Other References.**

Any reference in this Agreement to a statute, regulation or document will be considered also to mean and refer to any subsequent amendment or replacement of that statute, regulation or document.

### **13.5. Community and Marital Property Laws.**

Under Code section 408(g), the provisions of this Agreement are applied without regard to the community or marital property laws of any state. However, residents of community or marital property states, or persons placing property into the Account acquired while married and residing in a community or marital property state, may want to consult with legal counsel to ensure that they have properly considered the effects of any applicable community or marital property laws.

### **13.6. Governing Law.**

The laws of the State of Minnesota govern this Agreement and the administration and distribution of the Account, except as superseded by federal law.

### **13.7. Duplicates.**

This Agreement, the Application and any Beneficiary designation form or other administrative form under the Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy, PDF or an electronic file copy).

### **13.8. Privacy Pledge and Information Sharing.**

You receive our Privacy Pledge when you open your IRA. You may get a copy by contacting us, or by going to this link: <https://www.usbank.com/privacy/pledge.html>. Our Privacy Pledge tells how we collect, protect and use non-public personal information about you. It also tells when we may share that information with members of our corporate family or unrelated businesses. The Privacy Pledge also tells you how you can limit the ways we share that information and market products and services to you. It also tells you how to request that we correct that information.

### **13.9 Compliance.**

This Agreement is intended to create an Individual Retirement Custodial Account within the meaning of Code section 408(a) or a Roth Individual Retirement Account within the meaning of Code section 408A and each provision is intended, and shall be interpreted, to be in compliance with the Code and the regulations thereunder.

### **13.10. Effective Date.**

For a new Account, this Agreement applies for Years beginning with the Year for which the initial contribution is made to the Account. For an existing Account, this Agreement applies for Years beginning on or after January 1, 2019 (or such earlier date as may apply to a given provision, as stated herein), unless the Sponsor or we specify otherwise in a written notice provided to you at your last known address in our records.

The IRS opinion letter is a determination only as to form and does not represent a determination of the merits of investing in this IRA.



## FACTS

### WHAT DOES U.S. BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	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.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balances and payment history</li> <li>■ transaction history and credit history</li> </ul>	
<b>How?</b>	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 U.S. Bank chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does U.S. Bank share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For nonaffiliates to market to you</b>	No*	We don't share
<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call 877-449-3593— to speak to a customer service representative or</li> <li>■ Visit us online: <a href="http://www.usbank.com/privacy">http://www.usbank.com/privacy</a> and tell us your preference on the "Exercise Your Privacy Choice" page.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
<b>To limit our direct marketing</b>	<p><b>Please note:</b> We may contact our existing customers by mail, telephone, or email to offer additional financial products or services including products and services offered by nonaffiliates that we believe may be of interest to you. You may direct us not to send you such offers.</p> <ul style="list-style-type: none"> <li>■ To limit our direct marketing to you by mail or telephone, please call 877-449-3593—to speak to a customer service representative, or visit us online: <a href="http://www.usbank.com/privacy">http://www.usbank.com/privacy</a> and tell us your preference on the "Exercise Your Privacy Choice" page.</li> <li>■ To limit our direct marketing to you by e-mail, visit us online: <a href="http://www.usbank.com/privacy">http://www.usbank.com/privacy</a> and tell us your preference on the "Email Preferences" page.</li> </ul>	
<b>Questions?</b>	Call 800-872-2657 or go to <a href="http://usbank.com">usbank.com</a>	

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## Who we are

<b>Who is providing this notice?</b>	<p>Companies with the U.S. Bank and U.S. Bancorp names and other affiliates. Please see below for a list of other affiliates that do not have a U.S. Bank or U.S. Bancorp name.</p> <p>Except for California, North Dakota and Vermont residents, a different notice applies to customers who leased or purchased a vehicle and obtained U.S. Bank financing directly through a dealership. That notice from U.S. Bank—Dealer Financial Services is available online at <a href="http://www.usbank.com/privacy">http://www.usbank.com/privacy</a> or by calling 800-437-9497.</p>
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## What we do

<b>How does U.S. Bank protect my personal information?</b>	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.
<b>How does U.S. Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ use your credit or debit card or make deposits or withdrawals from your account</li> <li>■ tell us about your investment or retirement portfolio</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply individually—unless you tell us otherwise.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with a U.S. Bank and U.S. Bancorp name; financial companies such as U.S. Bank National Association and U.S. Bancorp Investments, Inc.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>U.S. Bank does not share with nonaffiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>U.S. Bank doesn't jointly market</i></li> </ul>

**Other important information**

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

**For California residents:** In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example, with your consent or to service your account. We will limit sharing among our companies to the extent required by California law.

**For Vermont residents:** In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example with your consent or to service your account. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

**For Nevada residents:** We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the "Email Us" link at [usbank.com/privacy](http://usbank.com/privacy) or writing to P.O. Box 64490, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov) or by writing to:

Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection  
100 North Carson Street, Carson City, NV 89701-4717

**Additional U.S. Bancorp affiliates**

The Miami Valley Insurance Company

Mississippi Valley Company

Red Sky Risk Services, LLC

\*Please keep in mind that, as permitted by applicable law, if you have a private label credit card account with us, we share information about you with our financial or retail partners in connection with maintaining and servicing your account, including for that financial or retail partner to market to you. Federal law does not give you the right to limit this sharing.