



TERMS AND CONDITIONS

Personal Accounts

Member
FDIC



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DEPOSIT ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor (whether joint or individual) named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

GENERAL RULES. The following rules apply to all types of accounts:

1. Authorization to Obtain Information. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular items as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any item you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

3. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

4. Set-offs and Security Interest. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right to set-off.

5. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

6. Expenses. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees to the extent permitted by law. You authorize us to deduct such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

7. Financial Exploitation. As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

8. Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

9. Joint, Trust, Fiduciary and Custodial Accounts. You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

10. Individual Account. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

11. Joint Account. If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

12. Joint Ownership. If this account is noted as joint tenants, on the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate. In the event this account is noted as tenants in common and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account. If this account is between spouses, it shall be considered held as tenants by the entirety, unless otherwise noted, where upon death, all sums in the account vest in and belong to the surviving party.

13. In Trust For or Payable on Death Account. If this account is noted as an In Trust For or Payable on Death account, the trustee(s) may change the named beneficiary(ies) at any time by a written direction to us. The trustee(s) reserves the right to withdraw all or part of the deposit at any time. Such payment or withdrawal shall constitute a revocation of the trust agreement as to the amount withdrawn. The beneficiary(ies) acquires the right to withdraw only if: (i) all of the trustees die, and (ii) the beneficiary is then living. The beneficiary(ies) is only entitled to the amount that is in the trust after all of the trustee's(s) outstanding debits and items have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary's(ies) death shall terminate the trust and title to the money that is credited to the trust shall vest in the trustee(s). If two or more beneficiaries are named and survive the death of all of the trustees, such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without the right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent.

14. Custodial Account. A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

15. Account For Minors. We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who is jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

16. Authorized Signer (Agent) Designation. If you designate an agent, your named agent may make account transactions for you but has no ownership or rights at death unless named as a Payable on Death beneficiary or named as an In Trust For beneficiary, if applicable. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

17. Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

18. Payment of Interest. For interest bearing accounts, interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

19. Fees, Service Charges and Balance Requirements. You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures. We also reserve the right to impose a service charge for cashing checks and other items drawn on your account if the person cashing the check or item is not a customer of this financial institution.

20. Special Account Instructions. You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

21. Non-Sufficient Funds and Overdrafts. If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the debit or item

or (2) pay the debit or item at our discretion.

- ☐ **Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay a Debit or Item. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

- ☐ **Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay a Debit or Item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

- ☒ **We use an available balance to determine if we pay a debit or item and we use an actual (ledger) balance to assess fees.** If this is the case, the rules from 1) the Available Balance - How We Decide to Pay a Debit or Item section will apply and pending transactions and holds will reduce your available balance, and 2) the rules from the Actual (Ledger) Balance - How We Assess Fees section will apply and if there are insufficient funds to pay a debit transaction or item, we may, at our discretion, either return the debit or item and charge you non-sufficient funds fees or pay the debit or item and charge you overdraft fees plus you will be responsible for the overdrawn balance.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

22. Processing Order. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

23. Amendments and Alterations. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

24. Severability. If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

25. Enforcement. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

26. Notices. You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

27. Liability. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our

control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for checks that are paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

28. Taxpayer Identification Number and Backup Withholding. You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. We may withhold taxes from interest earned on your account as required by federal or state law or regulations. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of interest and certain other payments.

29. Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

30. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

31. Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

32. Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

33. Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

34. Transfers and Assignments. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

35. Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

36. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the Nacha Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

37. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account

is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

38. Real-Time Payments. You may send and receive certain payments or payment-related messages through a real-time payments system, such as The Clearing House's Real Time Payment (RTP®) network or the Federal Reserve's FedNow® Service. Real-time payments, or instant payments, allow you to have immediate availability of these funds twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These payments may be subject to transaction limits (e.g., \$500,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

39. Stop Payments.

Stop Payments on Checks. If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

Stop Payments on ACH Debits. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

40. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

41. Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

42. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

43. Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

44. Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

45. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

46. Verifying Funds Availability for Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.

47. Check Safekeeping. If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.

48. Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse to deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

49. Statements. If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

50. Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.

51. Signatures. Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

52. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

53. Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

54. Your Waiver of Notice. By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

55. Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts: **CHECKING AND NOW ACCOUNTS**

Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as

defined in the Truth in Savings Disclosure.

Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET AND SAVINGS ACCOUNTS

Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

Transaction Limitations. Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

Restrictions on Money Market and Savings Accounts. If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

No Restrictions on Money Market and Savings Accounts. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations.

Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

SAVINGS ACCOUNTS

Passbooks. If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

Early Withdrawal Penalty. Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

Single Maturity. Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

FACTS

WHAT DOES INDEPENDENT BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How?

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

Reasons we can share your personal information	Does Independent Bank share?	Can you limit this sharing?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes-- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes-- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes-- information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call toll-free (800)355-0641

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we provided or sent this notice. When you are *no longer* 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.

Questions?

Call toll-free (800)355-0641 or go to www.independentbank.com

Who we are	
Who is providing this notice?	Independent Bank and its affiliates
What we do	
How does Independent Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Independent Bank collect my personal information?	We collect your personal information, for example, when you - Open an account or deposit money - Apply for a loan or give us your income information - Give us your employment history We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only - Sharing for affiliates' everyday business purposes - information about your creditworthiness - Affiliates from using your information to market to you - Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. - <i>Our affiliates include financial and nonfinancial companies and others, such as single-member real estate holding companies, special purpose trust entities, Independent Bank Corporation, Independent Title Services, Inc., Independent Investment Company, and IB Advisory Services, Inc.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - <i>Independent Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - <i>Our joint marketing partner(s) include merchant payment processor, credit card company, check printing company, and other financial product or service companies.</i>

Deposit Account Fees for Consumer Accounts Effective August 3, 2026

Checking, Money Market, and Savings

	ONE Account	Opportunity ONE	Health Savings account	Eagle Savings / Swift Savings	Relationship Money Market account
Minimum balance or criteria to avoid service charge	eStatement enrollment	eStatement enrollment or primary account owner is under the age of 19	n/a	\$500 minimum daily balance, or eStatement enrollment, or combined statement	\$2,500 minimum average daily balance
Service charge	\$3 / month	\$3 / month	n/a	\$12 / quarter	\$12 / month

Account Research (per hour, 1 hour minimum)..... \$25.00

Reconcile Bank Statement (per hour, 1 hour minimum).....\$25.00

Bill Pay:

Rush delivery.....\$9.95
Overnight check delivery.....\$14.95

Debit card:

Foreign ATM transactions+.....\$3.50
Debit card international fees:
2% of international transaction amount if no currency conversion
3% of international transaction amount if currency conversion

Checks:

Official check.....\$7.00
Money Order.....\$4.00

Check cashing:

Independent Bank checks - Non-Customers (over \$50).....\$10.00

Deposit accounts:

Non-sufficient funds/overdraft[^]:
\$5.00 per transaction courtesy threshold/fees capped at five per day
Overdraft or Returned Item fee (per item)+.....\$34.00
Daily overdraft fee^{^^}+.....\$6.00
(after 5th consecutive business day overdrawn including Saturday)
Stop payment+.....\$34.00
Check images provided with paper statement+.....\$3.00
Account inactivity fee*.....\$10.00

Escheat.....

.....\$50.00

Garnishment/Levies.....

.....\$100.00

Verification of deposit (if requested for a non-IB loan).....

.....\$15.00

Safe deposit boxes.....

.....\$35.00 - \$150.00

Late payment fee (per month).....

.....\$15.00

Lost key fee.....

.....\$25.00

Drilled box fee^{^^^}.....

.....\$262.50

Lock replacement fee (If required)^{^^^}.....

.....\$100.00

Wire transfers:

Incoming (customer).....\$15.00

Returned incoming wire*.....\$15.00

Outgoing (customer).....\$25.00

Outgoing international plus cable fees (customer).....\$60.00

Eagle Savings / Swift Savings:

This account is free if primary account owner is under the age of 19. Accounts with primary account owner under the age of 19, a balance of \$2.00 or less and no customer-initiated activity for 12 months (inactive) will be assessed a service charge equal to the balance and will be closed without prior notice.

Opportunity ONE:

Return item fee (per item), Overdraft fee (per paid item), Daily overdraft fee is not applicable to the Opportunity ONE account.

Advanced Overdraft Refund Subscription:

A monthly fee of \$10.00 will be charged to the enrolled checking account. The subscription is not offered with the Opportunity One and Health Savings account.

Accounts closed with 60 calendar days of opening are subject to a \$10 fee. Fee is not applicable to the Opportunity ONE account and Health Savings Accounts.

[^] Fees apply to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means, as applicable.

^{^^} If your account balance remains overdrawn for longer than 5 business days, we will charge your account a daily overdraft fee of \$6 for each of the consecutive business days the account remains overdrawn, beginning with day 6. Saturday will now count as a business day for the purposes of this fee assessment.

^{^^^} Or actual costs, whichever is greater.

* Account inactivity fee is assessed each month if there is no customer-initiated activity on checking accounts for 6 months, savings and money markets for 12 months, and the account balance is less than \$500. Fee is waived with eStatements, on Eagle savings accounts (if primary account holder is under 19) and on Health savings accounts. Fee is not applicable to the Opportunity ONE account.

** Fee deducted from amount of wire being returned to originating bank.

+ Fee is not applicable to the Health Savings Account

FUNDS AVAILABILITY POLICY DISCLOSURE

Independent Bank
4200 E Beltline Ave NE
Grand Rapids, Michigan 49525
(800)355-0641
www.IndependentBank.com

This disclosure describes your ability to withdraw funds at Independent Bank. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this policy. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean customer and the terms "our," "we," or "us" mean Independent Bank.

YOUR ABILITY TO WITHDRAW FUNDS. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day that we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next business day we are open.

DEPOSITS AT OTHER LOCATIONS. This availability policy only applies to funds deposited at Independent Bank. Please inquire for information about the availability of funds deposited at other locations.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of deposit.

HOLDS ON OTHER FUNDS FOR CHECK CASHING. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

DEPOSITS AT NONPROPRIETARY AUTOMATED TELLER MACHINES (ATMs). Funds from any deposits (cash or checks) made at ATMs that we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

DEPOSITS AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMs). If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 10:00 PM ET on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 10:00 PM ET or on a day that we are not open, we will consider the deposit made on the next Business Day we are open. The first \$275.00 of the deposit, as well as funds from checks drawn on Independent Bank and funds from U.S. Treasury checks that are payable to you, will be available on the first business day following the day we receive your deposit.

FOREIGN CHECKS. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds

from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

ADDITIONAL DEPOSIT INFORMATION. Definitions used herein are for the purposes of funds availability. The term "Business Day" excludes any non-Federal Reserve processing day, i.e. Saturday, Sunday, or a federally declared legal holiday.

SUBSTITUTE CHECK POLICY DISCLOSURE

Independent Bank
4200 E Beltline Ave NE
Grand Rapids, Michigan 49525
(800)355-0641
www.IndependentBank.com

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Substitute Checks and Your Rights

WHAT IS A SUBSTITUTE CHECK? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (800)355-0641 or
Mail at: Independent Bank
Exception Processing Department
230 W. Main St.
Ionia, MI 48846

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

**OVERDRAFT COVERAGE OPTIONS:
OVERDRAFT PRIVILEGE AND OVERDRAFT PROTECTION**

Independent Bank offers Overdraft Coverage on our checking accounts. This service is designed to protect your account from unexpected overdrafts.

Overdraft Coverage Options

The choice is yours. Consider these ways to cover overdrafts:

Service	Cost
Overdraft Transfer link to Another Deposit Account you have at Independent Bank¹	\$7 Fee per day if transfer is needed⁴
Overdraft Protection Line of Credit^{1,2,3}	Subject to interest & annual fee
Overdraft Privilege	\$34 Overdraft Fee per item. Daily fees may apply. (^{\$6} daily fee applies after the 5 th consecutive business day overdrawn)

¹Call us at 800.355.0641, visit a branch, or enroll in these services through One Wallet Online and Mobile Banking by selecting eServices, Request Services, and clicking on the Overdraft Transfer Link; ²subject to credit approval; ³available only on consumer accounts; ⁴fee is only applicable to business products.

Overdraft Protection services apply to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account or line of credit you may have at Independent Bank for a finance charge. Please note that overdraft lines of credit are subject to credit approval.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit* for a fee in order to pay a transaction. Even if you have overdraft protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted.

This service is not available for Guardian, Conservatorship, Representative Payee, UTMA, and Estate accounts.

*New accounts opened within the past 30 calendar days have an introductory limit of \$100.00. After 30 calendar days, the Overdraft Privilege limit is \$1,000 for eligible business accounts and \$600 for eligible personal accounts.

Transactions Covered with Overdraft Privilege	Overdraft Privilege (No action required)	Extended Coverage (Your consent required)	If you would like to select Extended Coverage for future transactions: • Call us at 800.355.0641 • Visit any branch • Complete the A-9 consent form and mail it to us at: Independent Bank 230 W. Main St. Ionia, MI 48846
Checks	X	X	
ACH – Automatic Debits	X	X	
Recurring Debit Card Payments	X	X	
Teller Window Transactions	X	X	
ATM Transactions		X**	
Everyday Debit Card Transactions		X**	

If you choose Extended Coverage, **ATM withdrawals and everyday debit card transactions will be included with the transactions listed under Overdraft Privilege.

You can discontinue the Overdraft Privilege in its entirety by contacting us at 800.355.0641 or visiting any branch.

What Else You Should Know

- A link to another account or a line of credit is a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our mobile/online banking, account alerts or telephone banking services to keep track of your balance. For additional financial education resources, please visit www.mymoney.gov.
- The \$34 Overdraft Fee is the same fee amount that is charged if a check is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or a Return Fee of \$34. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn in excess of the Overdraft Privilege limit amount as a result of a fee.
- If your account balance remains overdrawn for longer than 5 business days, including Saturday, we will charge your account a daily overdraft fee of \$6 for each of the consecutive business days the account remains overdrawn, beginning with day 6.
- For consumer accounts, there is a limit of 5 Overdraft Fees (\$170) per day we will charge. For business accounts, there is a limit of 10 Overdraft Fees (\$340) per day we will charge. We will not charge an Overdraft Fee if a transaction for \$5 or less overdraws your account. Overdraft fees could be assessed on a Saturday.
- Posting order is the order in which deposits and withdrawals are applied to your account. Generally, we post items as they are received. Most items are posted immediately (real-time) as they are presented. This includes credit/debit transactions performed at an Independent Bank branch and electronic transactions such as: ATM transactions, debit card transactions, mobile/online banking transactions, pre-authorized transactions and wires. Items presented via ACH (direct deposits and debits) are posted as received during multiple daily presentments. Checks transacted at other financial institutions will be posted as received. In some cases, authorization is provided at the time of conducting a transaction with your debit card, but the transaction does not post to your account until days after the initial authorization. As an example, a debit card transaction may appear as "pending" in online or mobile banking during the day and affect your available balance. When authorization is provided to a merchant we may reserve or place a hold on your available balance, typically for up to seven calendar days or until the transaction posts to your account, for the amount of the requested authorization. There may be delays of several days between the date of the authorization and the date the transaction is presented for payment. The transaction may post to your account after the authorization hold has expired, which could potentially result in an overdraft, even if you are opted out of ATM and one-time debits. Funds authorizations are based on the available balance at the time the transaction is authorized. Fee assessments (including Non-Sufficient Fund charges) are based on the actual (ledger) balance at the time a transaction posts to your account. Holds on funds may also impact funds availability.
- In some instances, debit card transaction authorization holds may exceed the amount of the transaction (for example, gas station, hotel, and rental car transactions). When the hold ends and the transaction settles, your account will update to reflect the available balance. If your account is overdrawn when the transaction settles, an overdraft may occur and an Overdraft Fee(s) may also be assessed, excluding debit card transactions previously authorized for accounts opted out of ATM and one-time debits.
- Although under payment system rules, Independent Bank may be obligated to pay some unauthorized debit card transactions, Independent Bank will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any fee(s).
- Independent Bank authorizes and pays transactions using the available balance in your account. We may place a hold on deposited items in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount of your available balance. On accounts with Overdraft Privilege, the available balance for authorizing ATM and everyday debit card transactions is the actual (ledger) balance, less any holds on certain deposited items pursuant to Regulation CC, and pending debit card transactions, plus any available Overdraft Protection, but does NOT include the Overdraft Privilege limit. On accounts with Extended Coverage, the available balance for authorizing ATM and everyday debit card transactions is the actual (ledger) balance, less any holds on certain deposited items pursuant to Regulation CC, and pending debit card transactions, plus any available Overdraft Protection and the applicable Overdraft Privilege limit.
- Please be aware that the Overdraft Privilege amount is not included in your available balance provided through online banking, mobile banking, or Independent Bank's ATMs.
- Except as described in this letter, Independent Bank may not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).
- Independent Bank may suspend your debit card if your account is overdrawn more than thirty (30) consecutive calendar days. Debit cards on your account will remain suspended until you make sufficient deposits so that your account balance is positive.
- If your debit card is suspended, you will be unable to use your debit card for purchases or to access your account at the ATM, and if you use your debit card for recurring payments, e.g., utilities, you are responsible to make other arrangements for your recurring debit payment(s).
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time with prior notice (with the exception of fraudulent activity). Overdraft Privilege is not available on accounts for which a minor is the tax reported owner.
- Overdraft Privilege may be discontinued if you default on any loan (30 days or more past due, bankruptcy) or other obligation to us, your account becomes subject to any legal or administrative order, garnishment or levy, if you fail to maintain this account in good standing by not bringing

- your account to a positive balance within 30 calendar days for a minimum of one business day, or if another deposit account on which you are the tax reported owner has been charged off.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account Agreement and Disclosures. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at 800.355.0641 or visit any branch.



Mastercard® Guide to Benefits

for Enhanced Debit
Mastercard Cardholders

Independent Bank Enhanced Debit Mastercard

Important information. Please read and save.

This Guide to Benefits contains detailed information about insurance, retail protection and travel services you can access as a preferred Cardholder. This Guide supersedes any guide or program description you may have received earlier.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at

1-800-Mastercard: 1-800-627-8372,

or en Español: 1-800-633-4466.

“Card” refers to Enhanced Debit™ Mastercard® card and
“Cardholder” refers to a Enhanced Debit™ Mastercard®
Cardholder.

Key Terms

Throughout this document, you and your refer to **Cardholder** and any other person that qualifies as a beneficiary under the plan. We, us, and our refer to New Hampshire Insurance Company, an AIG Company, New York, NY. For Satisfaction Guarantee, we, us, and our refer to AIG WarrantyGuard, Inc.

Account Holder means a person to whom an **Eligible Account** is issued and who holds the **Eligible Account** under his or her name.

Administrator means Sedgwick Claims Management Services, Inc. You may contact the **Administrator** if you have questions regarding this coverage or would like to make a claim. The **Administrator** may be reached by phone at **1-800-Mastercard**.

Auction (online or live) means a place or Internet site where items are sold through price bids, price quotes, or where prices fluctuate based on the number of people purchasing or interested in purchasing a product. (Examples include, but are not limited to, eBay, uBid, Yahoo, public or private live **Auctions**, etc.).

Authorized User means a person who is recorded as an authorized user of an **Eligible Account** by the **Account Holder** and who is authorized by the **Account Holder** to make payments to the **Eligible Account**.

Cardholder means the **Account Holder** or **Authorized User** of an **Eligible Account** in good standing who is a U.S. citizen or a legal resident of the U.S. or a U.S. territory, including the District of Columbia, American Samoa, Puerto Rico, Guam, the U.S. Virgin Islands, and the Northern Mariana Islands.

Covered Card means the Mastercard card linked to your **Eligible Account**.

Covered Purchase means an item that you purchase entirely with your **Covered Card**.

Eligible Account means the account associated with a U.S. issued debit card that is eligible for coverage under the **Group Policy** or Master Agreement.

Group Policy means the Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits. For the purposes of Satisfaction Guarantee, **Group Policy** means the master services contract between AIG WarrantyGuard, Inc. and Mastercard.

Manufacturer's Warranty means an original, written, U.S. **Manufacturer's Warranty** of one (1) year or less on an item or product.

Purchased Warranty means a separate service contract or optional extended warranty purchased on an item or product.

Store Warranty means a U.S. **Store Warranty** or assembler warranty of one (1) year or less on a store-brand item or product.

Mastercard ID Theft Protection™

Program Description:

Mastercard ID Theft Protection (IDT) provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering will alert you about possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information in order to detect fraud at its inception.

Eligibility:

All Mastercard consumer debit Cardholders in the US are eligible for this coverage.

Access:

Simply contact **1-800-Mastercard** if you believe you have been a victim of Identity Theft.

Services Provided:

Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at <https://mastercardus.idprotectiononline.com/>. The services include:

Online Monitoring Dashboard (requires activation): The online monitoring dashboard is the primary user interface for **Cardholders**. It serves as a repository of all the personally identifiable information (PII) data the **Cardholder** wants to monitor, tracks and displays **Cardholders'** risk score, and provides access to identity protection tips. It is also the platform for **Cardholders** to respond to identity monitoring alerts.

Monthly Risk Alert / Newsletter: **Cardholders** will receive a monthly newsletter with information on the **Cardholder's** risk score, and articles pertaining to good identity protection practices.

Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of your personal information, and alerts you via email so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:

- Email addresses
- Debit/credit cards/prepaid cards
- Bank accounts
- Web logins; username and password
- Medical insurance cards
- Drivers' license
- Loyalty cards
- Affinity cards
- Passport number

- Vehicle insurance cards
- Social Security number

To take advantage of this service, the **Cardholder** must enter the personal information they wish to monitor on the dashboard.

Resolution Services: You will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve your identity theft incident and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. **Cardholders** are given the option to sign limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the **Cardholders'** behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

Lost Wallet Assistance: **Cardholder's** will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit card, driver's license, Social Security card, and passport.

Single Bureau Credit Monitoring: Cardholders' TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the **Cardholders'** TransUnion credit file so they can take immediate action to minimize damage.

To take advantage of this service, the **Cardholder** must enter their Social Security number on the dashboard and pass credit authentication.

Financial Account Takeover: IDT monitors **Cardholder's** high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

- Debit/credit cards/prepaid cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

To take advantage of this service, the **Cardholder** must enter the accounts they wish to protect on the dashboard.

URL and Domain Monitoring: URL and Domain monitoring allows **Cardholder** to enter up to 10 domain or URL names related to **Cardholder's** business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert the registered **Cardholder** via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

For more information regarding the services stated above and additional information, please visit <https://mastercardus.idprotectiononline.com/>.

Charges:

There is no charge for these services, they are provided by your Financial Institution.

Services NOT Provided:

- When it is determined you have committed any dishonest, criminal, malicious or fraudulent act.
- When your financial institution or card issuer which provides this Service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

Program Provisions for Mastercard ID Theft Protection:

This service applies only to you, the named Mastercard **Cardholder**. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each **Cardholder**. This service is provided to eligible Mastercard **Cardholders** at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard **Cardholders**, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard**.

Extended Warranty – One Year Benefit

Evidence of Coverage (EOC)

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold. This **EOC** is subject to the Legal Disclosures set forth below.

A. To get coverage:

- You must purchase the **Covered Purchase** entirely with your **Covered Card** or in combination with your **Covered Card** and accumulated points from your **Covered Card** for yourself or to give as a gift. Coverage only extends to losses incurred by a person other than you if you gift the **Covered Purchase** to that person and that person adheres to the terms and conditions of this program.
- The item must have an original **Manufacturer's Warranty** or **Store Warranty** of twelve (12) months or less.

- Your coverage terminates on any of the following dates: The date you no longer qualify as a **Cardholder**; the date your participating organization determines that your **Covered Card** is ineligible; the date your participating organization ceases to pay premium on the **Group Policy**; the date your participating organization ceases to participate in the **Group Policy**; or the date the **Group Policy** is terminated.

B. The kind of coverage you receive:

- Extended Warranty doubles the time period of your **Covered Purchase's** original **Manufacturer's Warranty** or **Store Warranty** up to a maximum of twelve (12) months following the day that the **Manufacturer's Warranty** or **Store Warranty** expires.
- If you purchase a **Purchased Warranty** of twelve (12) months or less on a **Covered Purchase** with an original **Manufacturer's Warranty** (or **Store Warranty**), this coverage doubles the time period of the **Covered Purchase's** original **Manufacturer's Warranty** (or **Store Warranty**) up to an additional twelve (12) months following the day that the original **Manufacturer's Warranty** (or **Store Warranty**) and the **Purchased Warranty's** coverage periods end.

C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the lesser of the following per claim: (1) The actual purchase amount charged on your **Covered Card**, less shipping and handling fees; (2) the actual cost of repair; (3) the actual cost of replacement with an item of like kind and quality; or (4) \$10,000.
- If the **Covered Purchase's** original **Manufacturer's Warranty** or **Store Warranty** covers more than twelve (12) months, this benefit will not apply.
- We or our **Administrator** will decide if a **Covered Purchase** will be repaired or replaced, or whether you will be reimbursed up to the maximum benefit amount for the item. Only valid and reasonable repairs made at a certified repair facility are covered. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.
- Coverage is secondary to and in excess of any other applicable insurance or indemnity available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This non-contribution clause will take precedence over a similar clause found in other insurance or indemnity language.

D. What is NOT covered:

- Used items, antiques, or collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a **Manufacturer's Warranty** or **Store Warranty** (repair or replacement amount will not include market value at time of claim).
- Recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Product guarantees or "satisfaction guaranteed" items.
- Floor models that do not come with an original **Manufacturer's Warranty** or **Store Warranty**.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, and their motors, equipment, and accessories, including trailers and other items that can be towed by or attached to any motorized vehicle. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to homes, and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, perishables, and limited-life items (such as rechargeable batteries).
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property); professional advice of any kind, including, but not limited to, information/ services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the **Manufacturer's Warranty** or **Store Warranty**.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Items purchased for professional or commercial use (this exclusion only applies to **Cardholders** with consumer **Covered Cards**).
- Items purchased for resale.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original **Manufacturer's Warranty** or **Store Warranty**.

- Losses due to your intentional acts.
- The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data within a **Covered Purchase** as a result of unauthorized access or unauthorized use of such system or data, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information. Electronic data means any data stored on a computer system.

E. How to file a claim:

- Visit www.mycardbenefits.com or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the failure, or as soon as reasonably possible, or the claim may not be honored.
- Submit written proof of loss within one hundred eighty (180) days from the date of failure or the claim may not be honored. Required documentation may include but is not limited to the following:
 - o Receipt showing covered item(s).
 - o Statement showing covered item(s).
 - o Itemized purchase receipt(s).
 - o Original **Manufacturer's Warranty** or **Store Warranty**.
 - o Service contract or optional extended warranty, if applicable.
 - o Itemized repair estimate from a certified repair facility or service provider.
 - o Any other documentation that may be reasonably requested by us or our **Administrator** to validate a claim.

Satisfaction Guarantee

Evidence of Coverage (EOC)

A. To get coverage:

- You must purchase the new item entirely with your **Covered Card** and/or accumulated points from your **Covered Card** for yourself or to give as a gift.

B. The kind of coverage you receive:

- Purchases you make entirely with your **Covered Card** are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- Items you purchase with your **Covered Card** and give as gifts are also covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage.

C. Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. There is a maximum of four (4) claims per **Eligible**

Account per twelve (12) consecutive month period. In no event will we pay more than the purchase price of the item.

- Items must be purchased from a store that provides a return or exchange policy of at least ten (10) days.
- Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

D. What is NOT Covered:

- Damaged, defective, or non-working items.
 - Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
 - Customized/personalized, rare, one of a kind, or special-order items.
 - Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
 - Items purchased for resale, professional, or commercial use.
 - Plants, shrubs, animals, pets, consumables, and perishables.
 - All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
 - Motorized vehicles, including, but not limited to automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
 - Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
 - Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
 - Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
 - Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.
 - Products purchased at **Auctions**.
- #### E. How to file a claim:
- Visit www.mycardbenefits.com or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred eighty (180) days of the date you report the claim:
 - o Receipt showing the purchased item(s).
 - o Statement showing the purchased item(s).
 - o Itemized purchase receipt(s).
 - o Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
 - o A copy of the store's return policy.

- o Any other documentation that may be reasonably requested by us or our **Administrator** to validate a claim.
- o You must send the item to us or our **Administrator** before any claim will be paid. Items must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our **Administrator**. Items sent to us or our **Administrator** will not be returned to you.

Mastercard Global Service

Mastercard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting**.

Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language.

You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

Australia	1-800-120-113	Mexico	001-800-307-7309
Austria	0800-070-6138	Netherlands	0800-022-5821
France	0-800-90-1387	Poland	0-0800-111-1211
Germany	0800-071-3542	Portugal	800-8-11-272
Hungary	06800-12517	Spain	900-822-756
Ireland	1-800-55-7378	United Kingdom	0800-96-4767
Italy	800-870-866	Virgin Islands	1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the U.S., call Mastercard Global Service to access your card issuer for account information or to access any of your card benefits.

ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at **www.mastercard.com** to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

Mastercard Airport Concierge™

Your passport to the finer side of air travel.

Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 700 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge services call **1-800-Mastercard**, use the Priority Pass app, or consult your Travel Advisor.

Account and Billing Information

Important: Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

Reminder: Please refer to the **Legal Disclosure** section.

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the **Cardholder**, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility.

Insurance benefits are provided under a **Group Policy** issued by New Hampshire Insurance Company, an AIG company. Non-insurance benefits are provided under a Master Agreement issued by AIG Warranty Guard, Inc. These Guide to Benefits are summaries of any insurance or non-insurance benefits provided to you and are governed by the controlling **Group Policy** or Master Agreement, as applicable.

Effective date of benefits: These Guide to Benefits replace all prior disclosures, program descriptions, advertising, and brochures issued by any party. The master group policy or contract holder and the applicable insurer or obligated entity reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The **Group Policy** or Master Agreement holder can cancel these benefits at any time or choose not to renew the insurance or non-insurance benefits for all **Covered Cards**. If these benefits are cancelled, you will be notified in advance. Benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to U.S. issued **Covered Cards**. No person or entity other than you shall have any legal or equitable right, remedy, or claim for benefits, proceeds, and damages under or arising out of these

programs. These benefits do not apply if your card privileges have been cancelled. However, benefits will still apply for any benefit you were eligible for prior to the date that your **Covered Card** is suspended or cancelled, subject to the terms and conditions of coverage.

Legal Action: No action at law or in equity may be brought to recover under these benefits prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the benefit requirements. No such action may be brought after the expiration of three (3) years from the time written proof of loss is required to be furnished.

Transfer of rights or benefits: The **Group Policy** and Master Agreement are not assignable, but the benefits may be assigned.

Intentional Misrepresentation and Fraud: If any request for benefits is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as a beneficiary to obtain coverage under the benefits, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as a beneficiary does the following: (1) Conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

Due Diligence: You must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any covered loss or damage.

Subrogation: If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them.

Sanctions: We shall not be deemed to provide coverage, and we shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim, or provision of such benefit would expose us, our parent company, or our ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

Salvage: If your loss involves an item that is not repairable, we may request you to send the item to us for salvage at your expense. Failure to remit the requested item for salvage to us may result in denial of the claim.

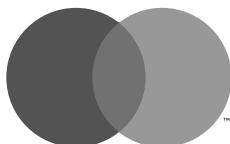
Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the **Group Policy** or Master Agreement, the **Group Policy** or Master Agreement shall control. Provision of services is subject to availability and applicable legal restrictions. Representations or promises made by anyone that are not contained in the **Group Policy** or Master Agreement are not part of your coverage.

Washington Residents: For Washington residents only, **Evidence of Coverage (EOC)** means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. The **EOC**, Key Terms, and Legal Disclosures are the entire agreement between you and us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Legal Disclosures are not part of your coverage. In case of a conflict between this Guide to Benefits and the **Group Policy** or Master Agreement, the Guide to Benefits shall control.

**To file a claim, call 1-800-Mastercard: 1-800-627-8372,
or en Español: 1-800-633-4466.
Visit our Web site at www.mastercard.com.**



ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

Independent Bank
4200 E Beltline Ave NE
Grand Rapids, Michigan 49525
(800)355-0641
www.IndependentBank.com

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Independent Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of EFT services through accounts held by Independent Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Saturday excluding holidays.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

DEBIT CARD SERVICES. The services available through use of your Debit Card are described below.

DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): Accel, Mastercard, MoneyPass.

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance, or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

CURRENCY CONVERSION - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

IMPORTANT ADDITIONAL FEE NOTICE. Mastercard charges a Cross-Border Fee on all international transactions. Therefore, transactions completed with your Mastercard debit card will be subject to a Cross-Border Fee of 3.000% of the transaction amount when there is a currency conversion. If there is no currency conversion (the transaction completed in the same currency as your country as cardholder), the Cross-Border Fee will be 2.000% of the transaction amount.

SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING. You may perform the following functions through use of Telephone Banking:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, checking and loan account(s), and savings and loan account(s).
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and loan account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

In addition, you may perform other transactions such as:

- Activate your Debit Card;
- Report a lost/stolen ATM or Debit Card;
- Order a replacement ATM or Debit Card; and
- Change your PIN via the telephone.

PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

SERVICES PROVIDED THROUGH USE OF ONLINE AND MOBILE BANKING. Independent Bank offers its customers use of our Online and Mobile Banking service.

Online and Mobile Banking allow customers to do all of their normal banking activities from the convenience and privacy of their own home, or anywhere using a smartphone or tablet device. All customer information is kept strictly confidential, and all transactions are guaranteed secure. To use Independent Bank Online and Mobile Banking services, you must have at least one eligible deposit or loan account, and an electronic device with internet access. Specific disclosures and applicable fees for Online and Mobile Banking will be provided when you enroll in these services.

ELECTRONIC CHECK CONVERSION. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

WITHDRAWAL LIMITATIONS. The number and/or dollar amount limit of Withdrawal transactions will be provided to you when you receive your card.

LIMITATIONS ON TRANSACTIONS

OTHER LIMITATIONS.

- The number and/or dollar amount limit of Point of Sale transactions will be provided to you when you receive your card.
- We reserve the right to impose limitations for security purposes at any time.
- **NEW CUSTOMERS** - New customers have a temporary aggregate limit of \$610.00 per day and/or 30 transactions per day. These limits are in effect for 45 days after opening new account.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

OTHER RIGHTS TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS. Please refer to Fee Schedule for applicable fees related to Electronic Funds Transfer services.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- we will let you know if the deposit is made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Independent Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at an ATM.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (888)300-3193

or

write to: Independent Bank
Customer Service Department
4200 E. Beltline Ave NE
Grand Rapids, MI 49525

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (800)236-2442 (24 hours a day, 7 days a week)

or

write to: Independent Bank
Customer Service Department
4200 E. Beltline Ave NE
Grand Rapids, MI 49525

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

ILLEGAL USE OF DEBIT CARD. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (800)355-0641

or

write to: Independent Bank
Customer Service Department
4200 E. Beltline Ave NE
Grand Rapids, MI 49525

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Independent Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide

to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

DISPUTES REGARDING POINT OF SALE TRANSACTIONS.

REVERSAL OF TRANSACTION. Independent Bank will reverse an EFT resulting from a Point of Sale transaction at a Participating Merchant and recredit your account for the full amount of the transfer if all of the following occur:

1. You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the Participating Merchant of related goods in dispute, where returnable goods are involved.
2. The amount of the transaction is \$50.00 or more.
3. Within four (4) calendar days following the transaction, we receive from you during our normal business hours a written or oral request for the reversal. You must verify any oral reversal order, notice and assurance in writing within fourteen (14) calendar days following the oral notification, on a form to be provided by us for that purpose. If written verification is not furnished, we will reinstate the original debits and credits involved in the transaction.

Our set-off rights apply with regard to any overdraft which occurs due to these transactions.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

We reserve the right to impose a fee and to change fees upon notice to you. Please refer to Fee Schedule for applicable fees related to Electronic Funds Transfer Services.

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Independent Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Independent Bank.

Your debit card (excluding ATM and HSA cards) will automatically close if inactive for 12 months.

You agree not to reveal your PIN to any person not authorized by you to access your account.

NOTICE REGARDING EFT CARD SERVICES. Independent Bank may honor any card-based transaction that may overdraw your account including ATM withdrawals and transfers as well as any PIN-based, PIN-less or Mastercard transaction (signed, internet or telephonic). Independent Bank may assess a fee for each paid debit transaction resulting in an overdraft, as provided in the Fee Schedule applicable to your account. Additionally, you agree to reimburse Independent Bank immediately, upon demand, for the daily fee for accounts that are not promptly repaid. Purchases and/or cash withdrawals may be subject to prior authorization from Independent Bank. Authorization may be denied if the amount of all outstanding authorizations exceeds daily or other limits established by us. If you elect to have Independent Bank decline all ATM withdrawals and transfers as well as PIN-based, PIN-less transactions or Mastercard transactions (signed, internet or telephonic) when your account does not have a sufficient balance to cover the requested transaction, you are responsible for contacting us. ATM and Debit Cards are authorized at the time of transaction, therefore, these transactions are not eligible for stop payments. Independent Bank has the right to refuse a transaction on your account when your card has been reported lost or stolen or when Independent Bank reasonably believes there is unusual activity on your account.

Effective July 1, 2010, Regulation E gives you the opportunity to "opt-in" or "opt-out" of certain card-based overdraft services. Information related to this opportunity is provided to you in the document titled, "What You Need to Know About Overdrafts and Overdrafts Fee."

MASTERCARD AUTOMATIC BILLING UPDATER. Merchants that participate in the Mastercard Automatic Billing Updater (ABU) will receive updated cardholder information for recurring Mastercard debit card transactions. Information such as expiration date, card number (if the original card was lost/stolen or transferred), and closed card notifications are updated daily and communicated directly to participating merchants with whom you have recurring payments. This service applies to recurring Mastercard debit card payments. As a result, you will no longer have to contact the merchant to update your card information, which will prevent disruption of your recurring payments. Your card, and all future cards, will automatically be enrolled in this service. To opt out, please contact your local branch or customer service at 800.355.0641.

HEALTH SAVINGS ACCOUNT DEBIT CARDS. Debit cards for Health Savings Accounts (HSA) are a tool intended to be used by you, the HSA owner, and any authorized signer (optional) on the HSA, to pay for qualifying medical expenses. You also understand that such amounts will be reported to the Internal Revenue Service as distributions at the end of the year. You understand any nonqualified distributions may be taxed and, if applicable, subject to an additional IRS penalty tax. You assume full responsibility for your actions.

NOTIFICATION OF REGULATORS. Your rights in connection with electronic fund transactions and this agreement are governed by Michigan and federal law. You may contact the following agency if you believe a violation of the law has occurred:

MICHIGAN AGENCY:
Department of Insurance and Financial Services
Division of Financial Institutions
PO Box 30224
Lansing MI 48909
www.michigan.gov/DIFS
877.999.6442

FEDERAL AGENCY:
Federal Reserve of Chicago
230 S LaSalle St
Chicago IL 60604
312.322.5322
877.999.6442



Opportunity ONE Account Disclosure

Opportunity ONE is available to customers who do not qualify to open a traditional Independent Bank checking account product or who prefer an account which reduces the likelihood of overdrafts.

Account Guidelines are as follows:

- Account is free with eStatements; otherwise a monthly paper statement fee applies. Please refer to the Retail Fee Schedule.
- Account not eligible for Overdraft Privilege.
- If customer has charged off Independent Bank account, payment arrangements must be made and kept up to date to maintain account. Failure to make scheduled payment will result in the closure of account.
- Customer can order debit card, however, Overdraft Privilege Extended Coverage will not be available on the card.

Rev 12/2023

Health Savings Account Disclosure Statement

Use with Form 5305-B (Trust) or 5305-C (Custodial)

This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with your Health Savings Account (HSA). It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult with your tax advisor and/or state taxing authorities concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to your HSA. The HSA Trustee/Custodian does not act as your advisor. In addition to the transactions outlined in this Health Savings Account Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Trustee's/Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference.

Additional information on HSAs may be found in several IRS sources including IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*; IRS Publication 502, *Medical and Dental Expenses*; IRS Notice 2004-2 and Notice 2004-50.

Definitions: The References to "you" and "your" mean the Account Owner.

General Information

What is an HSA?

An HSA is a savings product that offers you a different way to pay for health care. HSAs are established in conjunction with a High-Deductible Health Plan (HDHP) and enable you to pay qualifying medical expenses for yourself, your spouse and your dependents on a *tax-free* basis.

In general, insurance premiums on an HDHP will be substantially lower than premiums paid for traditional health care coverage. By investing the premium savings in an HSA, you may accumulate significant savings that you own and control and that may be used to pay for current and future qualifying medical expenses.

What are Qualified Medical Expenses?

Qualified Medical Expenses are those incurred by you, your spouse and your dependents that would generally be eligible to deduct if you itemized deductions on your tax return. IRS Publication 502, *Medical and Dental Expenses*, further explains what expenses qualify. For expenses to be qualified, they must be incurred after you establish an HSA and must not be covered by insurance or otherwise.

Who is an HSA eligible individual?

Eligibility is determined on the first day of each month. To be an eligible individual you must meet the following criteria.

HDHP. You must be covered under an HDHP that meets certain requirements concerning the deductible and out-of-pocket expenses.

No other coverage. You may not be covered under an insurance plan that is not an HDHP (with certain exceptions for plans providing certain limited types of coverage).

Not enrolled in Medicare. You may not be enrolled in Medicare.

Not claimed as a dependent. You may not be eligible to be claimed as a dependent on someone else's tax return.

If you are not an eligible individual for all 12 months of a year, the annual contribution limit may be prorated. For assistance in determining your eligible contribution amount, consult your tax advisor.

What is a High-Deductible Health Plan (HDHP)?

Generally, an HDHP is a health plan often referred to as a "catastrophic" health insurance plan. As compared to traditional health insurance coverage, the premiums for an HDHP are less expensive, and the HDHP will not generally pay for health care expenses until the deductible is satisfied. Once the deductible is satisfied, the plan will generally cover the medical expenses.

For purposes of determining contribution eligibility for an HSA, an HDHP must satisfy certain requirements regarding deductibles and out-of-pocket expenses. There are two types of HDHPs for purposes of determining HSA contribution eligibility.

HDHP Self-Only Coverage. Self-only coverage is an HDHP that covers only one eligible individual. For calendar year 2026, an HDHP for self-only coverage has a minimum annual deductible of \$1,700 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, excluding premiums) of \$8,500. For 2027, the minimum annual deductible is \$1,750 and the annual out-of-pocket maximum is \$8,700. These amounts are adjusted for cost-of-living.

HDHP Family Coverage. Family coverage is an HDHP that covers one eligible individual and at least one other person (even if the other person is not eligible for an HSA). For calendar year 2026, an HDHP for family coverage has a minimum annual deductible of \$3,400 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, excluding premiums) of \$17,000. In 2027, the minimum annual deductible is \$3,500 and the annual out-of-pocket maximum is \$17,400.

Note: a plan does not fail to qualify as an HDHP merely because it does not have a deductible (or has a small deductible) for preventive care.

In addition to HDHP coverage, what other types of health coverage may an individual have and remain eligible for an HSA?

In addition to an HDHP, you may be covered by permitted insurance. Permitted insurance is insurance where substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.

In addition, you may have coverage for accidents, disability, dental care, vision care, long-term care or other coverage types allowed under the Internal Revenue Code and Regulations.

How many HSAs may an individual have?

There is no limit on the number of HSAs you may have. However, contributions made to all of your HSAs (and Archer Medical Savings Accounts (MSAs)) for any tax year may not exceed your contribution limit.

Contributions

Who may make contributions to HSAs?

Contributions to your HSA may be made by you, your employer, or any other person. The total amount for the year from all sources may not exceed your annual contribution limit.

Are there any compensation or income requirements that affect how much may be contributed to an HSA?

No. Eligibility for an HSA does not depend on your earnings.

How must contributions be made?

Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., cash, check or money order).

What is the contribution limit for individuals whose HDHP is "self-only" coverage?

The maximum annual contribution limit for an individual with self-only coverage is \$4,400 for 2026. This amount is \$4,500 for 2027. These limits are subject to cost-of-living adjustments. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual was an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see **"When is the maximum annual contribution limit not prorated for partial year eligibility?"** below.

What is the contribution limit for individuals whose HDHP is family coverage?

The maximum annual contribution limit for an individual with family coverage is \$8,750 for 2026. This amount is \$9,000 for 2027. These limits are subject to cost-of-living adjustments. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual was an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see **"When is the maximum annual contribution limit not prorated for partial year eligibility?"** below.

Are additional contributions permitted for individuals age 55 and older?

Yes, in addition to the annual contribution limit, additional "catch up" contributions are permitted if the individual is age 55 (or older) before the close of the tax year. The additional amount is \$1,000. For more information about eligible individuals, please see **"Who is an HSA eligible individual?"**. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For more information about prorated contributions for partial year eligibility, please see **"When is the maximum annual contribution limit not prorated for partial year eligibility?"** below.

When is the maximum annual contribution limit not prorated for partial year eligibility?

An individual who is an HSA eligible individual as of the last month of a year will be treated as eligible as long as the individual remains HSA eligible for the "testing period". The "testing period" begins with the last month of the year in which the individual first becomes HSA eligible and runs for a full 12 months. For example, if an individual is HSA eligible in December 2026 that individual is treated as an HSA eligible individual for all of 2026 for purposes of HSA contribution limits if that individual remains eligible through December 31, 2027.

If the individual does not remain HSA eligible during the "testing period", the individual may be subject to tax and penalty on the amount that could not have been made but for this last month rule.

May both spouses of a married couple contribute to an HSA?

Yes, if they are both eligible for an HSA, however, special contribution limits may apply.

How do contributions to Archer Medical Savings Accounts (MSAs) affect HSA contributions?

Any contributions made to an Archer MSA reduce the contribution limit permitted to your HSA for the year.

How do qualified HSA funding distributions from Traditional and Roth IRAs affect HSA contributions?

A qualified HSA funding distribution made by the HSA Owner are taken into account in applying the annual limit for HSA contributions. A qualified HSA funding distribution is a distribution from a Traditional or Roth IRA which is contributed as a direct trustee-to-trustee transfer to an HSA. For additional information on qualified HSA funding distributions, please see **"May Traditional and Roth IRAs be directly transferred to HSAs?"** below.

When is the deadline for making HSA contributions?

Contributions may be made to your HSA during the tax year and up until the due date for filing your federal income tax return, not including extensions. For most people, the tax return due date is April 15.

Are carryback contributions allowed?

Yes, if you make a contribution between January 1 and April 15, tell the Trustee or Custodian which tax year the contribution is for. If you do not indicate otherwise, the Trustee or Custodian will report it to the IRS as a current year contribution (the year received).

May HSA contributions be made after age 65?

At age 65, individuals are generally entitled to enroll in Medicare. Individuals who enroll in Medicare are no longer eligible to make HSA contributions. However, any person age 65 or older who is not actually enrolled in Medicare may contribute to an HSA until the month he or she is enrolled in Medicare.

May self-employed individuals contribute to an HSA?

Yes, providing the HSA eligibility requirements are met. Contributions by self-employed individuals are made with after-tax dollars and the amounts are deducted as "above the line" deductions when filing their federal income taxes.

What if more than the allowable contribution amount is contributed to an HSA for a year?

The amount exceeding your allowable limit for a year is an excess contribution and must be removed by your tax return deadline (including extensions) along with the net income attributable to such excess contribution. Failure to remove the excess and earnings will subject you to a 6% penalty tax for each year the excess remains in your HSA. For assistance in determining the net income attributable to your excess HSA contribution, consult your tax advisor and/or Treasury Regulation 1.408-11. If an ineligible employer contribution is made to an HSA, rules other than the excess contribution rules may apply.

How are HSA contributions reported?

Employer contributions made to your HSA are reported on your Form W-2. The Trustee or Custodian reports HSA contributions to the IRS on Form 5498-SA. You report all HSA contributions on IRS Form 8889, when you file your federal income taxes.

Employer Contributions**May an employer make HSA contributions for eligible employees?**

Yes. However, contributions from all sources must be aggregated and may not exceed your annual contribution limit. Any amounts exceeding the allowable limit are ineligible and may be subject to the excess contribution rules and penalties if not properly removed. Or, under limited circumstances, other correction methods may apply.

How do employer HSA contributions affect an employee's taxable income?

Employer contributions to your HSA are excluded from your income. The employer HSA contributions are not subject to income tax withholding, or subject to the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or the Railroad Retirement Tax Act.

HSA Deductibility**Are HSA contributions tax deductible?**

Yes, all contributions made to your HSA (except those, if any, made by your employer) are "above the line" tax deductions. An "above the line" deduction reduces your taxable income by the HSA contribution amount. You do not need to itemize deductions to benefit from the tax deduction. Note: you may not deduct any HSA contributions made by your employer.

Transfers and Rollovers**May HSAs receive rollovers from other HSAs or MSAs?**

Your HSA Trustee/Custodian may permit you to roll amounts withdrawn from another HSA or Archer MSA into this HSA provided such amounts are rolled over within 60 days of the distribution. Rollovers are not subject to the annual contribution limits. Both the distribution and the rollover deposit are reported to the IRS. However, a rollover is a tax-free transaction when done properly. Only one distribution from an HSA or MSA may be rolled over within a 12 month period.

May HSAs be directly transferred from one Trustee/Custodian to another Trustee/Custodian?

Your HSA Trustee or Custodian may permit you to directly transfer all or a portion of another HSA or from your Archer MSA into this HSA. The direct transfer of assets from an HSA or Archer MSA to an HSA is not subject to the annual contribution limits and federal law does not limit the number of these transactions you may make during any year. A direct transfer is tax-free and not reportable to the IRS.

May Traditional and Roth IRAs be directly transferred to HSAs?

Your HSA Custodian may permit you to do a tax-free transfer of Traditional and Roth IRA assets to this HSA. This transfer, also known as a qualified HSA funding distribution, is subject to HSA contribution limits. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your Traditional or Roth IRAs during your lifetime. If you do not remain HSA eligible during the applicable "testing period" as defined under the Internal Revenue Code, the amount of the qualified HSA funding distribution may be subject to tax and penalty. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

Can HSAs be transferred as part of a valid divorce decree?

Yes, under a valid divorce decree, separate maintenance decree, or other valid court order, all or part of your HSA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse's HSA.

Distributions**What is the tax treatment of an HSA distribution used to pay qualifying medical expenses?**

All earnings in the HSA are tax-deferred until distributed. Distributions from your HSA used to pay qualifying medical expenses are tax-free.

When may distributions be taken from an HSA?

The money in your HSA is always yours and you may withdraw it at any time. However, any amounts not used to pay qualifying medical expenses are subject to income tax and an additional 20% IRS penalty (unless the distribution is on account of death, disability or made after reaching age 65 or older). In addition, the Trustee or Custodian may charge you distribution fees and, if you prematurely surrender time deposit(s), loss of earnings penalties.

The HSA may be used to cover those medical expenses that the HDHP does not cover (excluding the premiums for most HDHPs). Note, however, you are not required to take distributions from your HSA to cover those uncovered medical costs.

Is there a deadline for reimbursing current year medical expenses from an HSA?

No. As long as the medical expenses were incurred after you established an HSA, there is no time limit on when you must take a distribution from your HSA to reimburse Qualified Medical Expenses. You will want to make sure you keep proper records to show the distributions were used to reimburse Qualified Medical Expenses, that the expenses were not reimbursed by another source and that the medical expenses were not taken as an itemized tax deduction on a prior year's federal income tax return.

Are HSA distributions used to pay premiums for the HDHP considered qualified distributions?

Distributions from an HSA to pay for HDHP premiums are generally not qualified distributions, however, an exception exists for certain HSA owners over age 65.

What happens when the HSA owner dies?

When you die, if the primary designated beneficiary is your surviving spouse, your HSA becomes an HSA of your surviving spouse. If the primary designated beneficiary is someone other than your surviving spouse, the HSA ceases to be an HSA as of the date of your death and the fair market value of the assets in the HSA as of the date of your death are includible in such person's gross income for the year of your death. If you do not designate any beneficiaries for your HSA, the fair market value of your HSA as of your date of death is includible as income on your final tax return.

How are HSA distributions reported?

The Trustee or Custodian reports distributions from your HSA to the IRS on Form 1099-SA. You also report them on IRS Form 8889, *Health Savings Accounts (HSAs)* when you file your federal income taxes.

What is a prohibited transaction?

If you engage in a prohibited transaction with your HSA, the HSA will be disqualified and the entire HSA value (on the first day of the year in which the prohibited transaction occurs) is includible in income. This amount is also subject to an additional 20% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older. Prohibited transactions are defined in Internal Revenue Code Section 4975. Examples include borrowing money from the HSA, selling property to the HSA, receiving unreasonable compensation for managing the HSA, or buying property with HSA funds for your personal use.

May an HSA be used as security for a loan?

No. If you pledge all or part of your HSA as security for a loan, the amount pledged is treated as a distribution and is includible in income. This amount is also subject to an additional 20% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older.

Miscellaneous

Nonforfeitablety -- Your interest in your HSA is nonforfeitable at all times.

Custodian or Trustee -- The Custodian or Trustee of your HSA must be a bank, savings and loan association or credit union as defined in Internal Revenue Code (IRC) section 408(n), a life insurance company as defined in IRC section 616, or another person or entity that has been approved as a nonbank Custodian or Trustee by the Treasury Department.

Investment Restrictions -- Money in your HSA may not be used to buy a life insurance policy or invested in collectibles. However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

No Commingling -- Assets in your HSA may not be combined with other property, except in a common trust fund or common investment fund.

Beneficiary Designation -- You may designate a beneficiary for your HSA by completing a written designation in a form and manner acceptable to the Custodian or Trustee. If you do not designate a beneficiary, your HSA will be paid to your estate when you die.

Tax Filing -- You are responsible for filing the applicable IRS forms to report certain activities, taxable income and/or penalties associated with your HSA.

IRS Form -- This HSA uses the precise language of IRS Form 5305-B (Trust) and 5305-C (Custodial) and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.

Health Savings Account Supplemental Disclosure Statement

As part of the Health Savings Account (HSA) tax qualification rules, HSAs are subject to certain transaction rules. A violation of the prohibited transaction rules may occur when your HSA has been involved in an overdraft situation. If a prohibited transaction occurs, such as an overdraft, the account becomes disqualified and is no longer considered an HSA for tax purposes by the Internal Revenue Service (IRS) as of January 1 of the current year. For further information, please consult a tax advisor.

February 26, 2024

TAX FAVORED ACCOUNT (TFA) ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

General Agreement. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and/or Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement. You understand that your account is also governed by applicable law.

Tax Favored Accounts. Your account has been opened as an investment vehicle under a Tax Favored Account (TFA) Plan. The provisions of the TFA Plan should be read in conjunction with this Agreement. If any provision of this Agreement and the TFA Plan conflict, the TFA Plan language will control.

General Rules. The following rules apply to all types of accounts.

Your Choice of Account. You have instructed us as to the title and type of account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

1. Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any item you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

2. Your Responsibility for Back of Check. All negotiable paper ("checks") presented for deposit must be in the format that can be processed, and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account or on any check issued by you must be placed on the left side of the check when looking at it from the front, and must be placed so as not to go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

3. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

4. Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law. Unless under the governing law of Alaska and Kansas, we may cease any interest payments to the extent allowed by state law. Unless under the governing law of Alaska, Texas and Kansas, we may charge you any applicable fee, as specified in the Disclosures, to the extent allowed by state law. Under the governing law of New York, we must provide you with a written notice of the pending charges before charging any fee. In addition, ordinary fees and charges for account ownership may still apply.

5. Business Accounts. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written

authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated to having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

6. Individual/Single Party Accounts. The named party in an individual/single party account owns the account and may withdraw all or some of the account. At the death of account owner, ownership of the funds remaining in the account will pass as instructed in the TFA documents.

7. Payment of Interest. For interest bearing accounts, interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

8. Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges, or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks and other items drawn on your account if the person cashing the check or item is not a customer of this financial institution.

9. Non-Sufficient Funds and Overdrafts. If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

☐ **Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay a Debit or Item. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

☐ **Actual (Ledger) Balance.** We use an actual (ledger) balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay a Debit or Item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

☒ We use an available balance to determine if we pay a debit or item and we use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

10. Processing Order. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

11. Amendments and Alterations. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records.

12. Notices. Refer to your TFA Plan Agreement for applicable notice requirements.

13. Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

14. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

15. Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

16. Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

17. Closing Account. We may close the account at any time, with or without cause, and the TFA monies will be handled consistent with the provisions in the TFA Plan Agreement.

18. Transfers and Assignments. We may assign or transfer any or all of our interest in this account. Refer to your TFA Plan Agreement and TFA Disclosure Statement for applicable transfer and assignment information requirements.

19. Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

20. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the Nacha Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

21. Real-Time Payments. We may offer real-time payment services for you to send or receive certain payments or payment-related messages through a real-time payments system. Real-time payments are credit transfers that enable you to send and receive funds with near immediacy twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These transfers are subject to transaction value limits (e.g., \$100,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

22. Authorized Signer (Agent) Designation. If you designate an agent, your named agent may make account transactions for you but has no ownership or rights at death. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event

of termination and have had a reasonable period of time to act upon it.

23. Power of Attorney. You may wish to name one or more persons to act as your attorney(s) in fact or agent(s) in connection with your account. It is our right to review, and to honor or dishonor the authority of an attorney in fact to exercise a power granted under a power of attorney. When under the governing law of Indiana, we will honor the authority of the attorney in fact within 3 business days from the time of our receiving it, but in case of refusal, we will provide the attorney in fact with a written statement, if state law requires it, within 10 business days after the refusal, noting the reasons for refusal.

24. Stop Payments.

Stop Payments on Checks. If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

Stop Payments on ACH Debits. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

25. Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

26. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

27. Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

28. Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse to deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

29. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damage you incur for which we may have liability is limited to actual damages not to exceed the amount of the check.

30. Statements. We will provide you with a periodic TFA Plan statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until

you specifically make written request that we resume sending your statements and you supply us with a proper address. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. When subject to New York or Montana state law, reasonable promptness will not exist if you fail to notify us within 14 days after we mail or otherwise make the statement available to you. The reasonable time period may be other than stated above as allowed by our institution policy. Additionally, you agree that we will not be liable for discrepancies after one year, or other time period as required by state law, after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution.

31. Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.

32. Unauthorized Checks or Drafts. You should guard information about your account (such as your routing number and account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debt to or withdrawal from your account it initiates will be deemed authorized by you.

33. Verifying Funds Availability for Checks. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

34. Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

35. Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

36. Signatures. Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine. If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures. Further, most checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks and other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

37. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

38. Expenses. You agree to be liable to us for any loss, cost or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expenses from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

39. Your Waiver of Notice. By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

40. Check Safekeeping. If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the cancelled checks will be retained by us and destroyed after a reasonable time period or as required by law. You may request a copy of a cancelled check. Refer to our current Fee Schedule for any related fee. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When subject to Maryland state law, if you elect not to receive cancelled checks on a regular basis, we shall, upon your request, return any check or

check facsimile that you require for tax audits or litigation at no cost to you. In all other instances, at your request, we shall provide a minimum of two checks or check facsimiles per month at no cost to you. When subject to Massachusetts state law, the maximum limit is 25 free check copies per calendar year.

41. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of a restrictive legend are "must be presented within 90 days" or "not valid for more than \$1,000.00".

42. Distribution Warning. TFA accounts are subject to specific rules regarding how and when distributions may be taken. You are responsible for understanding the rules associated with taking distributions from this account. Most distributions are reportable to the IRS, and any distributions taken or used incorrectly may be subject to taxes and penalties. If you receive checks or a debit card to use with this account, you are solely responsible for your actions regarding those account features. Account owners should exercise caution when taking distributions from TFA accounts and consult a competent tax advisor.

43. New Jersey Consumer Checking Account. If an HSA and your account is opened as a New Jersey Consumer Checking Account, the specific requirements applicable to your account are provided in the Disclosures. We may refuse to open a New Jersey Consumer Checking Account for you or close your account for any of the following reasons: (i) fraudulent activity or overdrafts, or to protect our [customers/members] or employees from physical harm, using the same standards as are used for [holders of regular checking accounts;/ members having regular share draft/checking accounts;] (ii) you have a regular [checking/share draft/checking] account or another New Jersey Consumer Checking Account with us or with another institution; (iii) you make an intentional material misrepresentation to us in connection with the account; or (iv) any other reason consistent with the provisions under § N.J.S.A. 7:16N-1, et seq. and any accompanying regulations.

44. Texas How to File a Complaint. This section is only applicable for Texas. We are state chartered/licensed/registered under the laws of the State of Texas and by state law are subject to state department oversight. Any consumer wishing to file a complaint against us should contact the Texas Department of Banking through one of the means below:

☐ We are a state-chartered Bank.

In person or by U.S. Mail:

Texas Department of Banking
Consumer Assistance Activities
2601 North Lamar Boulevard, Suite 300
Austin, TX 78705-4294

Telephone Number: (877) 276-5554
Email: consumer.complaints@dob.texas.gov
Website: www.dob.texas.gov
Fax Number: (512) 475-1313

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts:

CHECKING AND NOW ACCOUNTS

Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET AND SAVINGS ACCOUNTS

Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

Transaction Limitations. Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

Restrictions on Money Market and Savings Accounts. If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, charge you a fee, or take away your ability to transfer funds if the restriction is violated.

No Restrictions on Money Market and Savings Accounts. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

SAVINGS ACCOUNTS

Passbooks. If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

Health Savings Custodial Account

(Under section 223(a) of the Internal Revenue Code)

Form **5305-C**

(Rev. October 2016) Department of the Treasury Internal Revenue Service

Do not file with the Internal Revenue Service

The Account Owner named on the HSA Application is establishing this Health Savings Account (HSA) exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and dependents. The Account Owner represents that unless this Account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high-Deductible Health Plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

The Account Owner has assigned to this Custodial Account the amount indicated on the Application.
The Account Owner and the Custodian make the following Agreement:

ARTICLE I

1. The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member, or any other person). No contributions will be accepted by the Custodian for any Account Owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this Agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

ARTICLE II

1. For calendar year 2011, the maximum annual contribution limit for an Account Owner with single coverage is \$3,050. This amount increases to \$3,100 in 2012. For calendar year 2011, the maximum annual contribution limit for an Account Owner with family coverage is \$6,150. This amount increases to \$6,250 in 2012. These limits are subject to cost-of-living adjustments after 2012.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

ARTICLE III

It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

ARTICLE IV

The Account Owner's interest in the balance in this Custodial Account is nonforfeitable.

ARTICLE V

1. No part of the custodial funds in this Account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this Account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this Account (such as borrowing or pledging the Account or engaging in any other prohibited transaction as defined in section 4975).

ARTICLE VI

1. Distributions of funds from this HSA may be made upon the direction of the Account Owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse Qualified Medical Expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for Qualified Medical Expenses are included in the Account Owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.
3. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses. Only the Account Owner is responsible for substantiating that the distribution is for Qualified Medical Expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

ARTICLE VII

If the Account Owner dies before the entire interest in the Account is distributed, the entire Account will be disposed of as follows:

1. If the Beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the Beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the Beneficiary is the Account Owner's estate, the fair market value of the account as of the date of death is taxable on the Account Owner's final return. For other Beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

ARTICLE VIII

1. The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
2. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

ARTICLE IX

Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this Agreement that is inconsistent with section 223 or IRS published guidance will be void.

ARTICLE X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

ARTICLE XI

1. Definitions.

The IRS refers to you as the Depositor, and us as the Custodian. References to "you" and "your" mean the Depositor, and references to "we" mean the Custodian.

Account Owner. Account Owner means the individual named as the HSA owner on the Application for whose benefit the HSA is established.

Agreement. Agreement means the Health Savings Custodial Account (IRS Form 5305-C), Application, Disclosure Statement, and accompanying documentation. The Agreement may be amended from time to time as provided in Article X.

Application. Application means the legal document that establishes this Health Savings Account (HSA) after acceptance by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into this HSA Agreement.

Authorized Agent. Authorized Agent means the individual(s) appointed in writing by the Account Owner authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Account Owner.

Beneficiary. Beneficiary means the person(s) or entity(ies) the Account Owner designates in writing in a form and manner acceptable to the Custodian that will be entitled to receive the proceeds in the Custodial Account upon the death of the Account Owner.

Code. Code means the Internal Revenue Code.

Custodial Account. Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Account Owner.

Custodian. A Custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

High-Deductible Health Plan (HDHP). For calendar year 2026, an HDHP for self-only coverage has a minimum annual deductible of \$1,700 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$8,500. In 2027, the minimum annual deductible for self-only coverage is \$1,750 and the annual out-of-pocket maximum is \$8,700. For calendar year 2028, an HDHP for family coverage has a minimum annual deductible of \$3,400 and an annual out-of-pocket maximum of \$17,000. In 2027, the minimum annual deductible for family coverage is \$3,500 and the annual out-of-pocket maximum is \$17,400. These limits are subject to cost-of-living adjustments after 2027.

Identifying Number. The Account Owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

Qualified Medical Expenses. Qualified Medical Expenses are amounts paid for medical care as defined in section 213(d) for the Account Owner, his or her spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not Qualified Medical Expenses.

Regulations. Regulations mean the U.S. Treasury Regulations.

Self-Only Coverage and Family Coverage Under an HDHP. Family coverage means coverage that is not self-only coverage.

2. **Account Owner's Responsibilities.** All information that the Account Owner has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Account Owner will comply with all legal requirements governing this Agreement and assumes all responsibility for his or her actions including, but not limited to, eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement.

The Account Owner is responsible for determining the suitability of the High-Deductible Health Plan associated with this HSA. The Account Owner agrees to indemnify and hold the Custodian harmless for any adverse consequences or losses incurred based on the representations, statements, actions or inactions of the insurance company or agent that sold the Account Owner the HDHP associated with this HSA.

The Account Owner will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Account Owner will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules.

Subject to the policies and practices of the Custodian, the Account Owner may delegate certain responsibilities by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian may fully rely on instructions from the Authorized Agent as if the Custodian had received the instructions from the Account Owner.

3. **Contributions.** Except for certain rollovers and transfers, the Custodian will not accept contributions to the Custodial Account for any year that exceeds the maximum amounts permitted by law, as indexed each year.

The Custodian reserves the right not to permit distributions to be returned to the Custodial Account due to "mistake of fact." However, any acceptance of a return of a mistaken distribution by the Custodian will be based on relevant facts and circumstances, including the Account Owner's certification that there is clear and convincing evidence that the amounts were distributed from the HSA because of a mistake of fact due to reasonable causes, and whether the amounts are being returned by April 15 following the first year the Account Owner knew or should have known the distribution was a mistake. The Account Owner will indemnify and hold the Custodian harmless for any taxes, penalties, or losses incurred by his or her actions or inactions regarding a return of a mistaken distribution from the Custodial Account.

4. **Investment Responsibilities.** All investment decisions are the sole responsibility of the Account Owner and the Account Owner is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Account Owner may delegate investment authority by appointing an Authorized Agent in writing or in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Account Owner.

The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Account Owner may move his or her

monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no duty to question the investment directions provided by the Account Owner or any issues relating to the management of the Custodial Account. The Account Owner will indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Account Owner if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Account Owner are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Account Owner. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Account Owner or Authorized Agent.

The Account Owner will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code Section 4975.

5. Beneficiary Designation. The Account Owner may designate any person(s) or entity(ies) as primary and contingent Beneficiaries by completing a written designation in a form and manner acceptable to the Custodian, filed with the Custodian during the Account Owner's lifetime. Unless otherwise indicated, all subsequent Beneficiary designations revoke all prior designations. Beneficiaries may be changed or revoked by the Account Owner at any time by executing a written designation in a form and manner acceptable to the Custodian.

If the Account Owner is married and subject to the marital or community property laws that require the consent of the Account Owner's spouse to name a Beneficiary other than or in addition to such spouse, the Account Owner understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Account Owner's death, if the primary designated Beneficiary is the Account Owner's surviving spouse, the Custodial Account becomes the Custodial Account of such surviving spouse. If the primary designated Beneficiary is someone other than a surviving spouse, the Custodial Account ceases to be an HSA as of the date of death and the fair market value of the assets in the Custodial Account as of the date of death are includible in such person's gross income for the year of the Account Owner's death.

If no primary Beneficiaries survive the Account Owner, the Account will be paid to surviving contingent Beneficiaries in equal shares unless indicated otherwise.

If no primary or contingent Beneficiaries survive the Account Owner or if the Account Owner fails to designate Beneficiaries during his or her lifetime, the Account Owner's estate is the Beneficiary and the fair market value of the Account will be included on the final tax return filed for the Account Owner's estate.

No payment will be made to any Beneficiary until the Custodian receives appropriate evidence of the Account Owner's death as determined by the Custodian.

If a Beneficiary is a minor, the Custodian is relieved of all of its obligations as Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Account Owner represents and warrants that all Beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Custodial Account consistent with the Beneficiary designation. The Account Owner, for the Account Owner and the heirs, Beneficiaries and estate of the Account Owner agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such Beneficiary designation and the terms of the Agreement.

6. Distributions. The Account Owner may request distributions from the Custodial Account in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

The Custodian will not be liable for and the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences and/or penalties resulting from the Account Owner's actions or inactions regarding distributions from the Custodial Account, including whether the distributions are used to pay for Qualified Medical Expenses. The Custodian reserves the right to reasonably restrict the frequency and amount of distributions from the Custodial Account.

7. Amendments and Termination. The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Account Owner at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Account Owner. At the Account Owner's discretion, the Account Owner may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Account Owner may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian will continue to hold the assets and act upon the provisions within the Agreement until the Account Owner provides additional instructions. If no instructions are provided by the Account Owner to the Custodian within 30 days of the termination notice, and unless the Custodian and Account Owner agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Custodian may resign at any time by providing 30 days written notice to the Account Owner. Upon receiving such written notice, the Account Owner will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgment from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Account Owner, the Custodian may, at its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

By establishing a health savings account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

8. Instructions, Changes of Addresses and Notices. The Account Owner is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian unless otherwise indicated in writing by the Account Owner.

Any notices required to be sent to the Account Owner by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian.

If authorized by the Custodian and provided by the Account Owner in the Application, Custodial Account Agreement or other documentation deemed acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.

9. Fees and Charges. The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Account Owner 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account. If the Custodian offers investments other than depository products, the Account Owner recognizes that the Custodian may receive compensation from other parties.

10. Transfers and Rollovers. The Custodian may accept transfers and rollovers from other plans. The Account Owner represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account. The Custodian will duly act on written instructions from the Account Owner received in a form and manner acceptable to the Custodian to transfer the HSA to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

11. Miscellaneous.

Account Owner's Age -- The Custodian will track the Account Owner's age and will rely on the information provided by the Account Owner.

Authorized Agent -- If you have designated that the Authorized Agent shall continue to have power after your disability or incapacity, the Authorized Agent's authority survives your disability or incapacity. The Authorized Agent may act for a disabled or incapacitated party until the authority of the Authorized Agent is terminated. If you have designated that the Authorized Agent shall not have power after your disability or incapacity, the Authorized Agent's authority terminates upon your disability or incapacity. If you failed to specify whether the Authorized Agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Your death terminates the authority of the Authorized Agent. We may continue to rely on the agency designation to the extent permitted by law until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

Employer Contributions -- The Custodian is not responsible for monitoring Employer Contributions or notifying the Account Owner of any Employer Contributions to the HSA. The Account Owner is responsible for contacting his or her employer regarding matters relating to Employer Contributions and agrees to indemnify and hold the Custodian harmless for any costs, penalties, expenses, or losses as a result of the employer's failure to make contributions to or to properly determine comparable employee contributions for the Account Owner's HSA.

Custodian as Agent -- The Account Owner acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, regulations and rules associated with this Agreement. Further, the Account Owner acknowledges and understands that the Custodian will act solely as an agent for the Account Owner and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Account Owner and has no duty to question or independently verify or investigate any such information. The Account Owner will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

Custodian Acquired/Merged -- If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian, that institution will automatically become the trustee or custodian of this HSA unless otherwise indicated.

Maintenance of Records -- The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Account Owner regarding reporting is to furnish the IRS mandated reports as required in Article VIII of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Account Owner. The Account Owner approves any report furnished by the Custodian unless within 30 days of receiving the report, the Account Owner notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the request and make any corrections or adjustments accordingly.

Exclusive Benefit -- The Custodial Account is maintained for the exclusive benefit of the Account Owner. Except as required by law, no creditors of the Account Owner may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.

Minimum Values -- The Custodian reserves the right to establish HSA balance, deposit, and/or withdrawal minimums. The Custodian may resign or charge additional fees if the minimums are not met.

Other Providers -- At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

Agreement -- This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

Severability -- If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid. Further, any parts of this Agreement that are invalid or in conflict will be considered amended to conform to applicable law or regulations.

GENERAL INSTRUCTIONS

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

What's New. Additional Tax Increased. For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified medical expenses increases from 10% to 20%.

Purpose of Form. Form 5305-C is a model Custodial Account Agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the Account Owner and the Custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the Account Owner.

Do not file Form 5305-C with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*, and other IRS published guidance.

SPECIFIC INSTRUCTIONS

Article XI. Article XI and any that follow it may incorporate additional provisions that are agreed to by the Account Owner and Custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of custodian, custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions of prohibited transactions.

Roth Individual Retirement Custodial Account

(Under section 408A of the Internal Revenue Code)

Do not file
with the Internal
Revenue Service

The Depositor named on the Roth IRA Application is establishing a Roth individual retirement account under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Roth IRA Application has given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor assigned the Custodial IRA the amount indicated on the Roth IRA Application.

The Depositor and the Custodian make the following Agreement:

ARTICLE I

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

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a Depositor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married Depositor filing jointly, between AGI of \$188,000 and \$196,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

ARTICLE III

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE IV

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the Custodial Account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the Depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below.
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

This Agreement will be amended as necessary to comply with the provisions of the Code, the related Regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE IX**1. Definitions.**

The IRS refers to you as the Depositor, and us as the Custodian. References to "you" and "your" mean the Depositor, and references to "we", "us", and "our" mean the Custodian.

Agreement. Agreement means the Roth IRA Custodial Agreement (IRS Form 5305-RA), Application, Disclosure Statement, Financial Disclosure and accompanying documentation. The Agreement may be amended from time to time as provided in Article VIII.

Application. Application means the legal document that establishes this Roth IRA after it is accepted by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into the Roth IRA Agreement.

Authorized Agent. Authorized Agent means the individual(s) appointed in writing by the Depositor (or by the beneficiary following the Depositor's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Depositor.

Code. Code means the Internal Revenue Code.

Custodial Account. Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Depositor and the Depositor's beneficiaries.

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

Depositor. The Depositor is the person who establishes the Custodial Account. In the case of an Inherited Roth IRA, the Depositor is the original owner of the inherited assets.

Inherited Roth IRA. An IRA which is designated at the time of establishment of the plan as a Roth IRA and is established by or maintained for the benefit of a nonspouse beneficiary of a deceased Depositor or a nonspouse beneficiary of a deceased participant in a qualifying retirement plan.

Inherited Roth IRA Owner. Inherited Roth IRA Owner means the individual for whose benefit the account is maintained as a result of acquiring such assets by reason of the death of another individual (other than a spouse).

Regulations. Regulations mean the U.S. Treasury Regulations.

2. Depositor's Responsibilities. All information that the Depositor has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Depositor will comply with all legal requirements governing this Agreement and assume all responsibility for his or her actions including, but not limited to eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Depositor will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 325 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Depositor will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules.

3. Investment Responsibilities. All investment decisions are the sole responsibility of the Depositor and the Depositor is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Depositor may delegate investment authority by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Depositor and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Depositor.

The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Depositor may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no duty to question the investment directions provided by the Depositor or any issues relating to the management of the Custodial Account. The Depositor will indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Depositor are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Depositor. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Depositor will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Depositor or Authorized Agent.

The Depositor will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code section 4975.

4. Beneficiary Designation. The Depositor has the right to designate any person(s) or entity(ies) as primary and contingent beneficiaries by completing a written designation in a form and manner acceptable to the Custodian filed with the Custodian during the Depositor's lifetime. If the Custodian and applicable laws and Regulations so permit, this right also extends to the Depositor's designated beneficiaries following the Depositor's death. Any successor beneficiary so named will be entitled to the proceeds of the Custodial Account if the beneficiary dies before receiving his or her entire interest in the decedent's IRAs. A designation of successor beneficiaries submitted by the Depositor's beneficiary must be in writing in a form and manner acceptable to the Custodian filed with the Custodian during the lifetime of the Depositor's beneficiary.

If the Depositor is married and subject to the marital or community property laws that require the consent of the Depositor's spouse to name a beneficiary other than or in addition to such spouse, the Depositor understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Depositor's death, the Custodial Account will be paid to the primary beneficiaries in equal shares unless indicated otherwise in a form and manner acceptable to the Custodian. If no primary beneficiaries survive the Depositor, the Custodial Account will be paid to surviving contingent beneficiaries in equal shares unless indicated otherwise. If no primary or contingent beneficiaries survive the Depositor or if the Depositor fails to designate beneficiaries during his or her lifetime, the Custodial Account will be paid to the Depositor's estate following the Depositor's death.

No payment will be made to any beneficiary until the Custodian receives appropriate evidence of the Depositor's death as determined by the Custodian.

If a beneficiary entitled to payment is a minor, the Custodian is relieved of all of its obligations as Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Depositor represents and warrants that all beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Depositor's Custodial Account consistent with the beneficiary designation. The Depositor, for the Depositor and the heirs, beneficiaries and estate of the Depositor agrees to indemnify and hold the Custodian harmless against all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account consistent with such beneficiary designation and the terms of the Agreement.

5. Distributions. Distributions may be requested from the Custodial Account by delivering a request to the Custodian in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

6. Amendment and Termination. The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Depositor at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Depositor. At the Depositor's discretion, the Depositor may direct in a form and manner acceptable to the Custodian, that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses from any actions or inactions of any successor trustee or custodian.

The Depositor may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian will continue to hold the assets and act upon the provisions within the Agreement until the Depositor provides additional instructions. If no instructions are provided by the Depositor to the Custodian within 30 days of the termination notice, and unless the Custodian and Depositor agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Custodian shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

The Custodian may resign at any time by providing 30 days written notice to the Depositor. Upon receiving such written notice, the Depositor will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgment from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Depositor, the Custodian may, in its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Custodian shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

By establishing an Individual Retirement Account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

7. Instructions, Changes of Addresses and Notices. The Depositor is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian unless otherwise indicated in writing by the Depositor.

Any notices required to be sent to the Depositor by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian.

If authorized by the Custodian and provided by the Depositor in the Application, Custodial Account Agreement or other documentation acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.

8. Fees and Charges. The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Depositor 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account.

If the Custodian offers investments other than depository products, the Depositor recognizes that the Custodian may receive compensation from other parties. The Depositor agrees to pay the Custodian a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Depositor agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with this Agreement. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind that may be levied or assessed with respect to such Custodial Account. All such fees, taxes and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Depositor. The Depositor shall be responsible for any deficiency. In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the IRA, the Custodian reserves the right to withhold any payment from the IRA, to request a court ruling to determine the disposition of the IRA assets, and to charge the IRA for any expenses incurred in obtaining such legal determination.

9. Transfers and Rollovers. The Custodian will accept transfers and rollovers from other plans. The Depositor represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account.

The Custodian will act on written instructions from the Depositor received in a form and manner acceptable to the Custodian to transfer the Custodial Account to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

10. Beneficiary's (and Inherited Roth IRA Owner's) Rights. Except as otherwise provided in this Agreement or by applicable law or regulations, all rights, duties, obligations, and responsibilities of the Depositor under the Agreement will extend to the Depositor's beneficiary(ies) following the death of the Depositor and to the Inherited Roth IRA owner who establishes the Roth IRA as an Inherited Roth IRA.

Except for eligible transfers of inherited Roth IRA assets or eligible rollovers of inherited employer plan assets, beneficiary(ies)/Inherited Roth IRA owners are prohibited from contributing to the Custodial Account, unless defined as allowable under the Code or regulations.

Following the death of the Depositor, beneficiary(ies)/Inherited Roth IRA owners must take distributions in accordance with Code section 401(a)(9), regulations, and this Agreement. Following the death of the Inherited Roth IRA owner, successor beneficiaries must take distributions in accordance with Code section 401(a)(9), regulations, and this Agreement.

If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA. The procedures your surviving spouse must follow to treat your Roth IRA as his or her own depend on whether your surviving spouse is your sole designated beneficiary. Your surviving spouse beneficiary will also be entitled to the additional beneficiary distribution options as prescribed by the Code or regulations.

The Custodian will not be liable for, and the beneficiary(ies)/Inherited Roth IRA owner will indemnify and hold the Custodian harmless from, any adverse consequences and/or penalties resulting from the beneficiary(ies)/Inherited Roth IRA owner's actions or inactions (including errors in calculations resulting from reliance on information provided by the beneficiary(ies)/Inherited Roth IRA owner) with respect to determining required distributions.

11. Miscellaneous.

Agreement-- This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

Custodian Acquired/Merged-- If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian that institution will automatically become the trustee or custodian of this Roth IRA unless otherwise indicated.

Custodian as Agent-- The Depositor acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, Regulations and rules associated with this Agreement. Further, the Depositor acknowledges and understands that the Custodian will act solely as an agent for the Depositor and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Depositor and has no duty to question or independently verify or investigate any such information. The Depositor will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

Exclusive Benefit-- The Custodial Account is maintained for the exclusive benefit of the Depositor and his or her beneficiary(ies). To the extent permitted by law, no creditors of the Depositor may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.

Maintenance of Records-- The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Depositor regarding reporting is to furnish the IRS mandated reports as required in Article VI of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Depositor. The Depositor approves any report furnished by the Custodian unless within 30 days of receiving the report the Depositor notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the discrepancies and make any corrections or adjustments accordingly.

Minimum Value-- The Custodian reserves the right to establish Roth IRA account minimums. The Custodian may resign or charge additional fees if the minimums are not met.

Other Providers-- In its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

Severability-- If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid.

GENERAL INSTRUCTIONS

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

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

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

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Depositor's gross income; and distributions after 5 years that are made when the Depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includable in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements (IRAs), and **Pub. 590-B**, Distributions from Individual Retirement Arrangements (IRAs).

SPECIFIC INSTRUCTIONS

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

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

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

Traditional Individual Retirement Custodial Account

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

Do not file
with the Internal
Revenue Service

The Depositor named on the Traditional/SEP IRA Application is establishing a Traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Traditional/SEP IRA Application has given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor has assigned the Custodial IRA the amount indicated on the Traditional/SEP IRA Application.

The Depositor and the Custodian make the following Agreement:

ARTICLE I

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

ARTICLE II

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

ARTICLE III

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the Custodial Account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

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

2. The Depositor's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70½. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:

(a) A single sum or

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

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

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

(i) The designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

(ii) The designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

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

(b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below.

(i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70½. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.

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

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

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

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70½, is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

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

ARTICLE V

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

ARTICLE VI

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

ARTICLE VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related Regulations. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

ARTICLE VIII

1. Definitions

The IRS refers to you as the Depositor, and us as the Custodian. References to "you" and "your" mean the Depositor, and references to "we," "us," and "our" mean the Custodian.

Agreement. Agreement means the Traditional IRA Custodial Agreement (IRS Form 5305-A), Application, Disclosure Statement, Financial Disclosure and accompanying documentation. The Agreement may be amended from time to time as provided in Article VII.

Application. Application means the legal document that establishes this Traditional IRA after it is accepted by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into this IRA Agreement.

Authorized Agent. Authorized Agent means the individual(s) appointed in writing by the Depositor (or by the beneficiary following the Depositor's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Depositor.

Code. Code means the Internal Revenue Code.

Custodial Account. Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Depositor and the Depositor's beneficiaries.

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

Depositor. The Depositor is the person who establishes the Custodial Account. In the case of an Inherited IRA, the Depositor is the original owner of the inherited assets.

Inherited IRA. An IRA established by or maintained for the benefit of a nonspouse beneficiary of a deceased Depositor or a nonspouse beneficiary of a deceased participant in a qualifying retirement plan.

Inherited IRA Owner. Inherited IRA Owner means the individual for whose benefit the account is maintained as a result of acquiring such assets by reason of the death of another individual (other than a spouse).

Regulations. Regulations mean the U.S. Treasury Regulations.

2. **Depositor's Responsibilities.** All information that the Depositor has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Depositor will comply with all legal requirements governing this Agreement and assume all responsibility for his or her actions including, but not limited to, eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Depositor will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Depositor will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules.

3. **Investment Responsibilities.** All investment decisions are the sole responsibility of the Depositor and the Depositor is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Depositor may delegate investment authority by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Depositor and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Depositor.

The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Depositor may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no duty to question the investment directions provided by the Depositor or any issues relating to the management of the Custodial Account. The Depositor will indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Depositor are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Depositor. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Depositor will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Depositor or Authorized Agent.

The Depositor will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code section 4975.

4. **Beneficiary Designation.** The Depositor has the right to designate any person(s) or entity(ies) as primary and contingent beneficiaries by completing a written designation in a form and manner acceptable to the Custodian filed with the Custodian during the Depositor's lifetime. If the Custodian and applicable laws and Regulations so permit, this right also extends to the Depositor's designated beneficiary(ies) following the Depositor's death. Any

successor beneficiary so named will be entitled to the proceeds of the Custodial Account if the beneficiary dies before receiving his or her entire interest in the decedent's IRAs. A designation of successor beneficiaries submitted by the Depositor's beneficiary must be in writing in a form and manner acceptable to the Custodian filed with the Custodian during the lifetime of the Depositor's beneficiary.

If the Depositor is married and subject to the marital or community property laws that require the consent of the Depositor's spouse to name a beneficiary other than or in addition to such spouse, the Depositor understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Depositor's death, the Custodial Account will be paid to the primary beneficiaries in equal shares, unless indicated otherwise, in a form and manner acceptable to the Custodian. If no primary beneficiaries survive the Depositor, the Custodial Account will be paid to surviving contingent beneficiaries in equal shares, unless indicated otherwise. If no primary or contingent beneficiaries survive the Depositor, or if the Depositor fails to designate beneficiaries during his or her lifetime, the Custodial Account will be paid to the Depositor's estate following the Depositor's death.

No payment will be made to any beneficiary until the Custodian receives appropriate evidence of the Depositor's death as determined by the Custodian.

If a beneficiary is a minor, the Custodian is relieved of all of its obligations as Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Depositor represents and warrants that all beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Depositor's Custodial Account consistent with the beneficiary designation. The Depositor, for the Depositor and the heirs, beneficiaries and estate of the Depositor, agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such beneficiary designation and the terms of the Agreement.

5. Distributions. Distributions may be requested from the Custodial Account by delivering a request to the Custodian in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

For required minimum distributions pursuant to Article IV of the Agreement, the Depositor will elect a valid distribution method in a form and manner acceptable to the Custodian. The Custodian will send the Depositor a notice each year the Depositor is subject to the requirements of Article IV. Such notice will include the distribution deadline and will inform the Depositor of the RMD amount or provide guidance to the Depositor on how to contact the Custodian for assistance in determining the RMD amount. The Custodian reserves the right to determine each year the method of providing the RMD notice.

The Custodian will not be liable for and the Depositor will indemnify and hold the Custodian harmless for any adverse consequences and/or penalties resulting from the Depositor's actions or inactions (including errors in calculations resulting from reliance on information provided by the Depositor) with respect to determining such required minimum distributions.

6. Amendments and Termination. The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Depositor at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Depositor. At the Depositor's discretion, the Depositor may direct in a form and manner acceptable to the Custodian, that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses from any actions or inactions of any successor trustee or custodian.

The Depositor may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian will continue to hold the assets and act upon the provisions within the Agreement until the Depositor provides additional instructions. If no instructions are provided by the Depositor to the Custodian within 30 days of the termination notice, and unless the Custodian and Depositor agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Custodian shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

The Custodian may resign at any time by providing 30 days written notice to the Depositor. Upon receiving such written notice, the Depositor will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Depositor, the Custodian may, in its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Depositor. The Custodian shall not be liable for any losses from any actions or inactions of any successor trustee or custodian.

By establishing an Individual Retirement Account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

7. Instructions, Changes of Addresses and Notices. The Depositor is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian, unless otherwise indicated in writing by the Depositor.

Any notices required to be sent to the Depositor by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian. If authorized by the Custodian and provided by the Depositor in the Application, Account Agreement or other documentation deemed acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.

8. Fees and Charges. The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Depositor 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account.

If the Custodian offers investments other than depository products, the Depositor recognizes that the Custodian may receive compensation from other parties.

The Depositor agrees to pay the Custodian a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Depositor agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with this Agreement. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind that may be levied or assessed with respect to such Custodial Account. All such fees, taxes and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Depositor. The Depositor shall be responsible for any deficiency. In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the IRA, the Custodian reserves the right to withhold any payment from the IRA, to request a court ruling to determine the disposition of the IRA assets, and to charge the IRA for any expenses incurred in obtaining such legal determination.

9. Transfers and Rollovers. The Custodian will accept transfers and rollovers from other plans. The Depositor represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account.

The Custodian will duly act on written instructions from the Depositor received in a form and manner acceptable to the Custodian to transfer the Custodial Account to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

10. Beneficiary's (and Inherited IRA Owner's) Rights. Except as otherwise provided in this Agreement or by applicable law or regulations, all rights, duties, obligations, and responsibilities of the Depositor under the Agreement will extend to the Depositor's beneficiary(ies) following the death of the Depositor and to the Inherited IRA owner who establishes the Traditional IRA as an Inherited IRA.

Except for eligible transfers of inherited IRA assets or eligible rollovers of inherited employer plan assets, beneficiary(ies)/Inherited IRA owners are prohibited from contributing to the Custodial Account, unless defined as allowable under the Code or regulations.

Following the death of the Depositor, beneficiary(ies)/Inherited IRA owners must take distributions in accordance with Code section 401(a)(9), regulations and this Agreement. Following the death of the Inherited IRA owner, successor beneficiaries must take distributions in accordance with Code section 401(a)(9), regulations, and this Agreement.

If your surviving spouse is the sole beneficiary, if the remaining interest will be distributed in accordance with paragraph 3(a)(i) or 3(b)(i), and if distributions are not required to begin before 2024, then paragraphs 3(a)(i) or 3(b)(i) are determined using the life expectancy (in the Uniform Lifetime Table in Regulations section 1.401(a)(9)-9) for your spouse. For all other beneficiaries, the life expectancy (in the Single Life Table in Regulations section 1.401(a)(9)-9) will be used, when applicable.

The Custodian will not be liable for, and the beneficiary(ies)/Inherited IRA owner will indemnify and hold the Custodian harmless from any adverse consequences and/or penalties resulting from the beneficiary(ies)'s/Inherited IRA owner's actions or inactions (including errors in calculations resulting from reliance on information provided by the beneficiary(ies)/Inherited IRA owner) with respect to determining required distributions.

11. Miscellaneous.

Agreement-- This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

Custodian Acquired/Merged-- If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian, that institution will automatically become the trustee or custodian of this IRA unless otherwise indicated.

Custodian as Agent-- The Depositor acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, Regulations and rules associated with this Agreement. Further, the Depositor acknowledges and understands that the Custodian will act solely as an agent for the Depositor and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Depositor and has no duty to question or independently verify or investigate any such information. The Depositor will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

Exclusive Benefit-- The Custodial Account is maintained for the exclusive benefit of the Depositor and his or her beneficiary(ies). To the extent permitted by law, no creditors of the Depositor may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.

Maintenance of Records-- The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Depositor regarding reporting is to furnish the IRS mandated reports as required in Article V of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Depositor. The Depositor approves any report furnished by the Custodian unless, within 30 days of receiving the report, the Depositor notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the request and make any corrections or adjustments accordingly.

Minimum Value-- The Custodian reserves the right to establish IRA account minimums. The Custodian may resign or charge additional fees if the minimums are not met.

Other Providers-- At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

Severability-- If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid.

GENERAL INSTRUCTIONS

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

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

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

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

Traditional IRA for Nonworking Spouse. Form 5305-A may be used to establish the IRA Custodial Account for a nonworking spouse.

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

SPECIFIC INSTRUCTIONS

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Depositor reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

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

Roth IRA Disclosure Statement (Used with Form 5305-RA)

This *Roth IRA Disclosure Statement* provides a general review of the terms, conditions, and federal laws associated with this Roth IRA. It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult your advisors or your state taxing authority concerning any tax or compliance questions. You are responsible for complying with the laws that apply to this Roth IRA. The Custodian does not act as your advisor. In addition to the transactions outlined in this *Roth IRA Disclosure Statement*, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference. If this Roth IRA is established as an Inherited Roth IRA, see the "Inherited Roth IRA" section in this disclosure statement for restrictions and limitations.

RIGHT TO REVOKE YOUR ROTH IRA

As prescribed by the Code and regulations, this Roth IRA may be revoked within seven (7) calendar days following the date the Roth IRA is established. Unless indicated otherwise, the Roth IRA is established on the date the Custodian signs the Application. To revoke this Roth IRA, you must provide a written notice to the Custodian at the address listed on the Application (or other address provided to you by the Custodian) that accompanies this Disclosure. The Custodian must receive your revocation notice no later than seven days after the Roth IRA is established. If your revocation notice is mailed, it will be deemed received as of the postmark date. If you revoke the Roth IRA within the seven-day revocation period, the Custodian is still required to report the contribution and the distribution to the IRS. If you revoke the Roth IRA within the revocation period, the Custodian will return to you the entire amount you contributed without deducting any administrative fees, penalties, or investment losses.

ROTH IRA CONTRIBUTIONS

Cash. All Roth IRA contributions (i.e., regular, spousal, and catch-up) must be made in the form of money (e.g., cash, check, or money order).

Eligibility. Regardless of your age, you may make Roth IRA contributions (i.e., regular, spousal, and catch-up) to your Roth IRA so long as you (or, if you file a joint federal income tax return, your spouse) have received compensation during the year and if your modified adjusted gross income (MAGI) does not exceed the allowable limit. You are responsible for determining your eligibility to make Roth IRA contributions.

Compensation. For purposes of making Roth IRA contributions (i.e., regular, spousal, and catch-up), compensation includes the following.

Wages, salaries, tips, professional fees, bonuses, and other amounts received from providing personal services.

Net earnings from self-employment, reduced by certain tax deductions.

Taxable alimony received under a valid divorce decree or separate maintenance agreement.

Nontaxable combat zone pay received by certain members of the armed forces.

Differential wage payments made by some employers to employees who have been called to active duty.

Amounts paid to you for the pursuit of graduate or postdoctoral study that is included in gross income.

Compensation does not include investment earnings, pension or annuity income, or other amounts you receive for which your services are not a material income-producing factor.

MAGI Limits. The allowable MAGI limits are listed below. Generally, as your MAGI increases, the maximum amount you are eligible to contribute to your Roth IRA as regular, spousal, and catch-up contributions decreases. If your MAGI does not exceed the lowest threshold for your tax filing status, you may be eligible to contribute the maximum amount to your Roth IRA. If your MAGI is equal to or exceeds the highest threshold for your tax filing status, you may not make a Roth IRA contribution (i.e., regular, spousal, and catch-up). If your MAGI falls within the threshold range, the amount you may contribute as a regular, spousal, and catch-up contribution to your Roth IRA is reduced (phased out).

MAGI Limits for Roth IRA Contribution Eligibility

Tax Filing Status	MAGI Thresholds
Married Filing Jointly*	\$236,000 - \$246,000 (2025)
	\$242,000 - \$252,000 (2026)
Single, Head of Household, Married Filing Separately (did not live together during the year)	\$150,000 - \$165,000 (2025)
	\$153,000 - \$168,000 (2026)

* If you are married and filing a joint federal income tax return, your MAGI is the combined MAGI of you and your spouse.

For tax years after 2026, the MAGI thresholds for Roth IRA contribution eligibility phase-out listed above will be increased annually to reflect a cost-of-living adjustment, if any.

If you are married (and lived with your spouse at any time during the year) and your tax filing status is married, filing separately, your MAGI threshold is \$0 - \$10,000.

For more information on determining your MAGI and your eligibility to contribute to a Roth IRA, consult your tax advisor, instructions to Form 1040 and/or IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*.

Due Date. Roth IRA contributions (i.e., regular, spousal, and catch-up) for a given tax year may be made to this Roth IRA during the tax year and up until the due date for filing your tax return for such tax year, not including extensions. For most people, the tax return due date is April 15. However, if you are serving in or in support of the armed forces in a designated combat zone or qualified hazardous duty area, your contribution deadline may be extended past April 15. Generally, the extension is 180 days after the last day you are in a qualifying combat zone or hazardous duty area. You may also have an additional extension depending on when you entered the zone or area. For additional information, refer to IRS Publication 3, *Armed Forces' Tax Guide*, or consult your tax advisor. The federal government may also authorize a postponed or an extended due date for contributions. Such contributions may be accepted by such due date provided you meet the applicable eligibility requirements as defined in the Code, regulations, or other applicable guidance.

Previous Year Contributions. If you make a Roth IRA contribution (i.e., regular, spousal, and catch-up) between January 1 and April 15 in a manner acceptable to the Custodian, you may designate the contribution as a contribution for the previous year. If you do not designate a contribution for the previous year, the Custodian will report it to the IRS as a current year contribution (the year received).

Roth and Traditional IRA Contribution Limits. The total amount you may contribute as Roth and Traditional IRA contributions (i.e., regular, spousal, and catch-up) to all your IRAs may not exceed \$7,000 for tax year 2025 and \$7,500 for tax year 2026 with possible cost-of-living adjustments each year thereafter. For each year in which you are age 50 or older before the end of the calendar year, you may make an additional catch-up contribution of up to \$1,000 for tax year 2025 and \$1,100 for tax year 2026 with possible cost-of-living adjustments each year thereafter. Your total contribution amount (including catch-up, if applicable) may not, however, exceed an amount equal to your compensation for that tax year unless you are married and filing a joint federal income tax return. If you are married and filing a joint tax return, the total amount you and your spouse may contribute to IRAs as regular, spousal, and catch-up contributions in aggregate for any tax year (including catch-up contributions, if applicable) may not exceed the combined compensation of you and your spouse for that same tax year. If your MAGI is above a certain amount, your contribution limit may be reduced (see "MAGI Limits" in this disclosure statement). If you make voluntary employee contributions to a separate account established by an employer retirement plan and the account meets the requirements of an IRA, the total amount listed above that you may contribute as Roth and Traditional IRA contributions to all your IRAs is reduced by those voluntary employee contributions.

Traditional SEP and Roth SEP contributions made under an employer's Simplified Employee Pension (SEP) plan as well as Traditional SIMPLE and Roth SIMPLE contributions made under an employer's Savings Incentive Match Plan for Employees (SIMPLE) plan are excluded from this contribution limit.

ROTH SEP IRA CONTRIBUTIONS

Cash. All contributions made under an employer's simplified employee pension (SEP) plan must be made in the form of money (e.g., cash, check, or money order).

Eligibility. If you participate in your employer's SEP plan, your employer may make Roth SEP IRA contributions to this IRA, if allowed by the Custodian and you meet the eligibility requirements of the employer's SEP plan.

Contribution Limits. SEP IRA contributions made by an employer under a SEP plan cannot exceed the lesser of 25% of the employee's compensation, or \$70,000 for 2025 and \$72,000 for 2026 with possible cost-of-living adjustments each year thereafter. If your employer has also made contributions under the SEP plan to your Traditional IRA or Traditional SEP IRA, these contribution limits are reduced by any amounts contributed to those IRAs for the tax year. Participants in salary reduction simplified employee pension (SARSEP) plans established before 1997 are entitled to make elective salary reduction contributions. For these plans that are still in operation, a participant's elective salary reduction contributions are limited to \$23,500 in 2025 and \$24,500 in 2026, or 25% of their compensation, whichever is less. Catch-up contributions are not subject to this limit. Catch-up contributions may not exceed \$7,500 in 2025 and \$8,000 in 2026, or, if less, the excess of the participant's compensation over the elective salary reduction contributions that are not catch-up contributions. In 2026, the catch-up amount remains at \$11,250 for a participant who would attain age 60, 61, 62, or 63 before the close of the taxable year for which the catch-up contribution amount is made. The overall contribution limit (including both employer and employee salary reduction contributions but excluding catch-up contributions) cannot exceed the lesser of 25% of the employee's compensation, or \$70,000 for 2025 and \$72,000 for 2026 with possible cost-of-living adjustments each year thereafter.

REPAYMENTS

Cash. All repayments must be made in the form of money (e.g., cash, check, or money order).

Repayments of Qualified Reservist Distributions. You may repay qualified reservist distributions (as defined by the Code and regulations) by making one or more contributions to your Roth IRA within two years of the end of your active duty. The aggregate amount that may be repaid may not exceed the amounts of such distributions and is in addition to other eligible contribution amounts. No tax deduction is allowed for these contributions. For more information, consult your tax advisor.

Other Distributions Eligible for Repayment. Certain Roth, Roth SEP, and Roth SIMPLE IRA distributions, as defined by the Code and regulations, may be repaid to this IRA. Distributions eligible for repayment include:

1. Qualified birth or adoption distributions,
2. Qualified disaster recovery distributions,
3. Terminally ill individual distributions,
4. Domestic abuse victim distributions,
5. Emergency personal expense distributions, and
6. Any other distributions authorized by the federal government to be repaid under the terms outlined below.

You may repay eligible distributions by making one or more repayment contributions any time during the three-year period beginning on the day after the date on which the distribution was received. Qualified birth or adoption distributions received before December 30, 2022, may be repaid up until December 31, 2025. The aggregate amount that may be repaid may not exceed the amount of such eligible distributions and is in addition to other eligible contribution amounts. By repaying the distributions, you will avoid paying taxes on nonqualified distributions or you can claim a refund of the tax attributable to the amount of any nonqualified distribution that was included in income for prior tax year(s) by filing an amended return. For more information on eligible repayments, consult your tax advisor.

ROLLOVERS

Rollovers. A rollover is a movement of cash or assets from one retirement plan to another. Both the distribution and the rollover contribution are reportable when you file your income taxes. You must irrevocably elect to treat such contributions as rollovers.

IRA-to-IRA Rollover. You may withdraw, tax free, all or a portion of this IRA if you contribute the amount withdrawn into the same or another Roth IRA (or a Roth SEP or Roth SIMPLE IRA) as a rollover. Alternatively, a distribution from another Roth IRA (or a Roth SEP or Roth SIMPLE IRA) may be rolled over into this IRA. Funds from this Roth IRA may not be commingled with Roth SIMPLE IRA funds until at least two years have elapsed since you first participated in the employer's SIMPLE IRA plan.

Only one IRA distribution within any 12-month period may be rolled over in an IRA-to-IRA rollover transaction. The 12-month waiting period begins on the date you receive an IRA distribution that you later roll over, not on the date you complete the rollover transaction. When completing an IRA-to-IRA rollover, you must generally complete the rollover transaction not later than the 60th day after the date on which you received the distribution.

Employer Retirement Plan-to-Roth IRA Rollover (by Roth IRA Owner). Eligible rollover distributions consisting of designated Roth contributions (and earnings thereon) from a 401(k), 403(b), or 457(b) plan may be rolled over, directly or indirectly, to this Roth IRA. You are solely responsible for tracking the taxable and nontaxable amounts of the assets rolled over. If you roll over a nonqualified distribution from a designated Roth account in a 401(k), 403(b), or 457(b) plan to this Roth IRA, the portion of the distribution that constitutes the contribution basis is treated as basis. If you roll over a qualified distribution from a designated Roth account in a 401(k), 403(b), or 457(b) plan, the entire amount of the rollover contribution is considered basis.

Eligible rollover distributions from qualifying employer retirement plans may be rolled over, directly or indirectly, to this Roth IRA. Qualifying employer retirement plans include qualified plans (e.g., 401(k) plans or profit-sharing plans), governmental 457(b) plans, the federal Thrift Savings Plan, 403(b) arrangements, and 403(a) arrangements. Amounts rolled over from an employer plan to this Roth IRA (other than amounts distributed from a designated Roth account) are generally treated as taxable distributions from your employer retirement plan (except for amounts representing after-tax employee contributions). However, the early distribution penalty (that typically applies to taxable withdrawals taken before age 59½) does not apply to amounts rolled over from your employer's retirement plan to this Roth IRA. Amounts that may not be rolled over to your Roth IRA include required minimum distributions, hardship distributions, any part of a series of substantially equal periodic payments, corrective distributions of excess contributions, excess deferrals, excess annual additions (and any income allocable to the excess), certain deemed distributions related to defaulted loans, dividends on employer securities, and the cost of life insurance coverage.

To complete a direct rollover from an employer plan to this Roth IRA, you must generally instruct the plan administrator to send the distribution directly to the Roth IRA Custodian. If a potential overpayment has been directly rolled over to this Roth IRA, you may be able to contest the plan sponsor's recouping such overpayment to determine whether it is proper. While you contest the efforts to recoup, the Custodian may retain the contested assets pending the outcome of the recoupment effort. If the payment is found to be an overpayment, such overpayment will be paid to the distributing employer plan.

To complete an indirect rollover, you must generally request that the plan administrator make a distribution directly to you. You must generally complete the rollover transaction not later than the 60th day after the date on which you received the eligible rollover distribution. For certain plan loan offsets due to plan termination or termination of employment, the deadline for completing the rollover is your tax return due date (including extensions) for the year in which the offset occurs. If you choose the indirect rollover method, the plan administrator is typically required to withhold 20% of the eligible rollover distribution amount for purposes of federal income tax withholding. You may, however, make up the withheld amount out of pocket and roll over the full (gross) distribution amount. If you do not make up the withheld amount out of pocket, the 20% amount withheld (and not rolled over) will be treated as a distribution, subject to applicable taxes and penalties.

Employer Retirement Plan-to-Roth IRA Rollover (by Inherited Roth IRA Owner). Please refer to the "Inherited Roth IRA" section in this disclosure statement.

Roth IRA-to-Employer Plan Rollovers Not Permitted. Distributions from your Roth IRA are not eligible for rollover to a designated Roth account in a 401(k), 403(b), or 457(b) plan.

Rollover of Wrongful IRS Levy. A wrongful IRS levy of assets from an IRA (including an Inherited IRA) or an employer-sponsored retirement plan, plus the interest on such amount, that are returned to the taxpayer may be rolled over to an IRA (including an Inherited IRA) to which such a rollover contribution is permitted by the tax return deadline (not including extensions) for the year the assets are returned. The one IRA-to-IRA rollover per 12-month period limitation does not apply to such rollovers.

Rollover of Exxon Valdez Settlement Income. Certain income received as an Exxon Valdez qualified settlement may be rolled over to this Roth IRA or another eligible retirement plan. The amount contributed cannot exceed the lesser of \$100,000 (reduced by the amount of any qualified settlement income contributed to an eligible retirement plan in prior tax years) or the amount of qualified settlement income received during the tax year.

Contributions for the year can be made up until the due date for filing your return, not including extensions. Qualified settlement income that is contributed to a Roth IRA is included in your taxable income for the year the qualified settlement income was received and treated as part of your cost basis (investment in the contract) in the Roth IRA that is not taxable when distributed.

Rollover of Military Death Gratuity or SGLI (Servicemembers' Group Life Insurance) Program. Eligible death payments including military death gratuities and SGLI payments may be rolled over, tax-free, into this Roth IRA. The amount you can roll over cannot exceed the total amount that you received reduced by any part of that amount that was contributed to a Coverdell ESA or another Roth IRA. Any military death gratuity or SGLI payment contributed to a Roth IRA is disregarded for purposes of the 12-month waiting period between rollovers. The rollover must be completed within one year of the date on which the payment is received. The amount contributed to a Roth IRA is treated as part of your cost basis (investment in the contract) in the Roth IRA that is not taxable when distributed. You can contribute (roll over) all or part of the amount received to your Roth IRA.

Rollover of Qualified Tuition Program Distribution. Beginning January 1, 2024, distributions from qualified tuition programs that meet the eligibility requirements in the Code, regulations, and other applicable guidance may be rolled over to your Roth IRA. Rollovers from qualified tuition programs are subject to the annual Roth IRA contribution limit and are reduced by any other contributions you make for the tax year to any of your Roth or Traditional IRAs. The maximum lifetime limit that may be rolled over to your Roth IRAs from a qualified tuition program, in aggregate, is \$35,000. Adjustments to lifetime limit amount may be authorized by the federal government.

CONVERSIONS

Roth Conversion. You may convert all or a portion of your Traditional IRA, Traditional SEP IRA, or Traditional SIMPLE IRA to this Roth IRA provided you meet any applicable eligibility requirements as defined in the Code and regulations. To complete a conversion of a Traditional SIMPLE IRA distribution to this Roth IRA, at least two years must have elapsed from the date on which you first participated in any SIMPLE IRA Plan maintained by your employer. Except for amounts that represent basis, amounts converted are generally treated as taxable distributions. Amounts that represent basis may be converted only as permitted under the Code and regulations. The total amount of RMDs for the year from all your IRAs must be withdrawn before a conversion. Conversions are not subject to the 12-month rollover restriction that typically applies to rollovers between IRAs. Roth IRA conversions may not be recharacterized (i.e., undone or reversed).

RECHARACTERIZATIONS

Recharacterization of Traditional and Roth IRA Contributions. You may recharacterize a contribution (i.e., regular, spousal, or catch-up) made to one type of IRA (either Traditional IRA or Roth IRA) and treat it as if it were made to a different type of IRA (Traditional IRA or Roth IRA). Both the contribution amount along with the net income attributable to the contribution must be transferred. If there is a loss, the amount of any loss will reduce the amount transferred. The deadline for completing a recharacterization is your tax return due date (including any extensions) for the year for which the contribution was made to the first IRA. Recharacterization requests must be made in a form and manner acceptable to the Custodian. Report recharacterizations to the IRS by attaching a statement to your Form 1040. You may also need to file Form 8606.

Traditional SEP or Roth SEP IRA contributions made under an employer's SEP plan or Traditional SIMPLE or Roth SIMPLE IRA contributions made under an employer's SIMPLE IRA plan cannot be recharacterized. Roth conversion contributions cannot be recharacterized.

TRANSFERS

Transfers. You may generally move this Roth IRA from one IRA provider to another Roth IRA (or a Roth SEP or Roth SIMPLE IRA) maintained by another IRA provider by requesting a direct transfer. You may also transfer another Roth IRA (including a Roth SEP or Roth SIMPLE IRA) to this Roth IRA. Funds from this Roth IRA may not be commingled with Roth SIMPLE IRA funds until at least two years have elapsed since you first participated in your employer's SIMPLE IRA plan. Federal law does not limit the number of transfers you may make during any year.

Transfers Incident to Divorce. Under a valid divorce decree or separate maintenance decree, or a written document incident to such a decree, all or part of this Roth IRA may be transferred to your former spouse's Roth IRA (or a Roth SEP or Roth SIMPLE IRA). Similarly, all or part of your former spouse's Roth IRA (or Roth SEP or Roth SIMPLE IRA) may be transferred to this Roth IRA. Funds from this Roth IRA may not be commingled with Roth SIMPLE IRA funds until at least two years have elapsed since the SIMPLE IRA participant first participated in the employer's SIMPLE IRA plan.

TAX TREATMENT OF ROTH IRA CONTRIBUTIONS

No Deduction. You may not take a tax deduction for Roth IRA contributions.

Tax Credits for Contributions. You may be eligible for a tax credit for your Roth IRA contributions, provided you meet any applicable eligibility requirements as defined in the Code and regulations. The tax credit is based on your adjusted gross income as defined by the Code.

TAX TREATMENT OF ROTH SEP IRA CONTRIBUTIONS

Included in Gross Income. Amounts that you elect to defer through a SARSEP plan as a Roth contribution are included in your gross income for the tax year in which you would have received the compensation, if not for the salary reduction election. Employer contributions made to this Roth IRA are includable in your gross income for the tax year in which the contributions are actually made.

Tax Credits for Salary Reduction Contributions (SARSEP only). You may be eligible for a tax credit for elective salary reduction contributions made under your employer's SEP plan to this IRA, provided you meet any applicable eligibility requirements as defined in the Code and regulations. The tax credit is based on your adjusted gross income as defined by the Code.

DISTRIBUTIONS DURING YOUR LIFETIME

You may withdraw any or all the balance of this Roth IRA at any time.

If you take a qualified distribution from your Roth IRA, neither the contributions nor the earnings are taxable. If your Roth IRA distributions are nonqualified distributions, certain taxes and penalties may apply. Due to the complexity of the Roth IRA distribution rules and tax implications, you should consult a tax advisor before taking distributions from your Roth IRA.

Distribution Ordering Rules. The ordering rules treat nonqualified distributions as coming from these categories in the following order:

1. Roth IRA basis;
2. Conversion contributions and rollover contributions from employer retirement plans; and then
3. Earnings.

For further detailed information on ordering rules, you may wish to consult IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*.

Qualified Distributions. A qualified distribution from your Roth IRA is not subject to federal income tax. A qualified distribution may be made after five-year holding period has been satisfied and provided you (i) are age 59½ or older, (ii) are disabled, (iii) qualify for a special purpose distribution such as the purchase of a first home, or (iv) are deceased.

Your five-year holding period begins with the earlier of

- the first tax year for which you make a Roth IRA contribution (i.e., regular, spousal, catch-up) to any Roth IRA,
- the first tax year for which your employer makes a Roth contribution under a SEP or SIMPLE IRA plan to any Roth IRA, or
- the first tax year in which a conversion or an employer plan rollover is made to any Roth IRA.

A subsequent contribution, conversion, or rollover will not start a new five-year holding period for the purposes of determining a qualified distribution.

Nonqualified Distributions. If you receive a distribution from your Roth IRA that does not constitute a qualified distribution, a portion of it may be taxable and may be subject to the early distribution penalty tax (if you do not qualify for an exception). You must apply the ordering rules discussed above to determine whether part of your nonqualified distribution represents a taxable amount.

Nonqualified distributions of conversion amounts and amounts rolled over from employer retirement plans distributed within five years of the conversion/ rollover may be subject to the early distribution penalty tax, explained below.

Distributions Before Age 59½. If taken before age 59½, the early distribution penalty may apply to nonqualified distributions that represent the distribution of Roth earnings, and in certain scenarios, the return of conversion/rollover basis. The early distribution penalty tax is generally 10%, but if you have received Roth contributions under an employer's SIMPLE IRA plan to any IRA, the early distribution penalty may be increased to 25% for distributions taken before you have been a SIMPLE participant for two years. The two-year waiting period begins on the first day you participate in your employer's SIMPLE IRA plan. You are exempt from the additional penalty tax if you are eligible for one of the following exceptions to the early distribution penalty as defined by the Code, regulations, and other applicable guidance.

You have unreimbursed medical expenses that are more than the applicable percentage of your adjusted gross income and provided certain other conditions apply.

You are unemployed and receive federal or state unemployment benefits for 12 consecutive weeks, or would have if not self-employed, and you receive the distribution (during that tax year or the succeeding tax year) in an amount that does not exceed the amount you paid during the distribution year for medical insurance for yourself, your spouse, and your dependents.

You are disabled.

The distribution is part of a series of substantially equal periodic payments.

The distributions are not more than the qualified higher education expenses of you, your spouse, or the children or grandchildren of you or your spouse.

The distribution, of up to a \$10,000 lifetime limit, is used within 120 days of withdrawal to buy or build a home that will be a principal residence for a qualified first-time homebuyer. Adjustments to the lifetime limit amount may be authorized by the federal government.

The distribution is due to an IRS levy on the IRA.

The distribution is a special purpose distribution, which includes qualified reservist distributions, qualified birth or adoption distributions, qualified disaster recovery distributions, terminally ill individual distributions, emergency personal expense distributions, and domestic abuse victim distributions.

Note: In addition to the early distribution penalty exceptions noted above, the federal government may authorize additional exceptions.

Reporting Early Distribution Penalty Tax. For distributions taken before age 59½, you may be required to file Form 5329 with the IRS to either report and pay the early distribution penalty tax or claim an exception to the early distribution penalty tax.

No Required Distributions. You are not required to take distributions from your Roth IRA. However, when you die, your beneficiary(ies) must receive minimum distributions.

Qualified Birth or Adoption Distribution. You may take qualified birth or adoption distributions from this Roth IRA, if made during the one-year period beginning on the date your child was born or the date on which the legal adoption of your child (who is an eligible adoptee as defined by the Code and regulations) was finalized. The total amount that you may withdraw as qualified birth or adoption distributions, in aggregate from all your IRAs and eligible employer plans, may not exceed \$5,000 per adoption or birth. Adjustments to this amount may be authorized by the federal government.

Qualified birth or adoption distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayments. For assistance in determining whether you are eligible for a qualified birth or adoption distribution, consult your tax advisor.

Qualified Disaster Recovery Distribution. You may take qualified disaster recovery distributions from this Roth IRA if your principal residence is in a qualified disaster area during the incident period and you have sustained an economic loss by reason of such qualified disaster. Such distributions must generally be made on or after the first day of the incident period and no later than 180 days from the later of the date of the disaster declaration or December 29, 2022. Qualified disaster recovery distributions may not exceed, in aggregate, \$22,000 per disaster. Adjustments to this amount may be authorized by the federal government. For purposes of qualified disaster recovery distributions, qualified disaster is a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, which has occurred on or after January 26, 2021. The incident period is the time frame specified by the Federal Emergency Management Agency (FEMA), as the period during which the disaster occurred. Qualified disaster recovery distributions must generally be included in taxable income (to the extent taxable) either in the year in which the assets are distributed or ratably over a three-year period. Qualified disaster recovery distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayment of these distributions. For assistance in determining whether you are eligible for a qualified disaster recovery distribution, consult your tax advisor.

Terminally Ill Individual Distribution. If you are terminally ill (as defined in IRS Notice 2024-2 and other applicable guidance), you may take terminally ill individual distributions from this Roth IRA on or after the date on which a physician certifies that you have a terminal illness with a statement that satisfies the content requirements in IRS Notice 2024-2 and other applicable guidance. Terminally ill individual distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayment of these distributions. For assistance in determining whether you are eligible for a terminally ill individual distribution, consult your tax advisor.

Domestic Abuse Victim Distributions. Beginning January 1, 2024, if you are a domestic abuse victim (as defined in IRS Notice 2024-55 or other applicable guidance) of abuse by a spouse or domestic partner, you may take domestic abuse victim distributions from this Roth IRA during the one-year period beginning on any date on which you were a victim of such abuse. The limit is \$10,300 for 2025, and \$10,500 for 2026. For future years the dollar limitations will be increased to reflect a cost-of-living adjustment, if any. For future years the dollar limitations will be increased to reflect a cost-of-living adjustment, if any. Domestic abuse victim distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayment of these distributions. For assistance in determining whether you are eligible for a domestic abuse victim distribution, consult your tax advisor.

Emergency Personal Expense Distribution. Beginning January 1, 2024, if you have unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses (as defined in IRS Notice 2024-55 or other applicable guidance), you may take emergency personal expense distributions from this Roth IRA. The amount that you may treat as an emergency personal expense distribution in any calendar year may not exceed \$1,000, but under certain circumstances you may be limited to a lower amount. Emergency personal expense distributions are exempt from the early distribution penalty tax and may be repaid. If you take an emergency personal expense distribution from this Roth IRA or another eligible retirement plan, you are prohibited from taking another emergency personal expense distribution during that same calendar year from any IRA or eligible retirement plan. Under certain circumstances, if you do not fully repay an emergency personal expense distribution, you are restricted from taking another emergency personal expense distribution during the three calendar years immediately following the distribution. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information. For assistance in determining whether you are eligible for an emergency personal expense distribution, consult your tax advisor.

Qualified Charitable Distributions. If you are age 70½ or older, you may be eligible to make a qualified charitable distribution (QCD) from this Roth IRA. You cannot, however, make a QCD if a Roth SEP contribution under a SEP plan has been made to this Roth IRA for the plan year ending with or within your tax year in which the QCD would be made. A QCD is generally not subject to federal income tax. If you are eligible to make a QCD, you may make a one-time election for a taxable year to treat any distribution from an IRA which is made directly to a split-interest entity (as defined by the Code, regulations, and other applicable guidance) as a QCD. The maximum overall QCD amount is \$108,000 for 2025 and \$111,000 for 2026. The maximum QCD amount that may be paid to a split-interest entity under the special one-time election is \$54,000 for 2025 and \$55,000 for 2026. For future years the dollar limitations will be increased to reflect a cost-of-living adjustment, if any. For further detailed information you may wish to obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS. For assistance in determining whether you are eligible to make a QCD, consult your tax advisor.

Qualified Health Savings Account (HSA) Funding Distribution. If you are an HSA-eligible individual, you may be eligible to complete a qualified HSA funding distribution from this Roth IRA and contribute it to your HSA. You cannot, however, conduct this transaction if a Roth SEP IRA contribution under a SEP plan has been made to this Roth IRA for the plan year ending with or within your tax year in which transfer would be made. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. This transfer, which must be a direct transfer from the IRA to the HSA, is not included in your gross income as a Roth IRA distribution and is not a tax-deductible HSA contribution. Generally, you are limited to one qualified HSA funding distribution from any of your IRAs during your lifetime. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH BEFORE JANUARY 1, 2020

Any amounts remaining in this Roth IRA at the time of the IRA owner's death will be paid to the beneficiary(ies) as required under the Code and regulations.

Tax Treatment of Distributions to Beneficiaries. Distributions from this Roth IRA to a beneficiary within the five-year qualified distribution holding period may be taxed as ordinary income. Beneficiaries must ensure the five-year holding period has been satisfied to receive qualified distributions. The years when the Roth IRA was alive are credited toward the five-year waiting period. That is, the five-year waiting period is not reset upon the IRA owner's death. The period begins January 1 of the first year for which the Roth IRA owner made a Roth contribution (i.e., regular or spousal) contribution, a conversion, or an employer plan rollover to any of their Roth IRAs. The penalty tax for early distributions does not apply to distributions to beneficiary(ies) after the Roth IRA owner's death.

Beneficiary Distribution Requirements. If the IRA owner died before January 1, 2020, the period over which the Roth IRA balance may be distributed to the beneficiary(ies) depends on the beneficiary type (i.e., spouse, nonspouse, or nonperson) and whether each beneficiary's interest in the inherited Roth IRA funds were separately accounted for no later than December 31 of the calendar year following the Roth IRA owner's death. The distribution requirements outlined below assume that each beneficiary's interest in the inherited Roth IRA funds was separately accounted for no later than December 31 of the calendar year following the Roth IRA owner's death. The beneficiary distribution options and requirements outlined below may be restricted, accelerated, or modified if separate accounting of each beneficiary's share was not completed by such a deadline. Such beneficiaries should consult with their tax or legal counsel for advice on required distributions and on distribution options from the inherited Roth IRA funds.

If the beneficiary is an individual, the beneficiary may generally choose the distribution requirements that apply to them by making an election between two distinct distribution options: 1) life expectancy payments, or 2) the 5-year rule. The deadline for the beneficiary distribution election is generally December 31 of the calendar year following IRA owner's death. If, however, the beneficiary is the deceased Roth IRA owner's spouse and they are the sole beneficiary, the election deadline is the earlier of December 31 of the fifth calendar year following your death or December 31 of the year in which the Roth IRA owner attained (or would have attained) RMD starting age (i.e., age 70½ (if their date of birth is before July 1, 1949), age 72 (if their date of birth is after June 30, 1949 and before January 1, 1951), age 73 (if their date of birth is after December 31, 1950 and before January 1, 1960), or age 75 (if their date of birth is after December 31, 1959)). If, however, the Roth IRA owner's death was in the calendar year they attained (or would have attained) RMD starting age, or in the calendar year immediately following the year they attained RMD starting age, the election deadline for such spouse beneficiary was December 31 of the calendar year following your death. If a beneficiary does not make an election by the applicable deadline, they will be required to take RMDs according to the life expectancy payments option.

Under the 5-year rule, the beneficiary is required to deplete the IRA by December 31 of the fifth calendar year following the Roth IRA owner's death. With life expectancy payments, RMDs based on the beneficiary's life expectancy must be withdrawn each year. Unless the beneficiary is the deceased Roth IRA owner's spouse and they are the sole beneficiary, these RMDs must begin in the calendar year following the IRA owner's death and must continue for each subsequent calendar year. If the beneficiary is the deceased IRA owner's spouse and they are the sole beneficiary, these RMDs must begin in the later of the calendar year following the year the IRA owner died, or the calendar year the deceased IRA owner attained (or would have attained) age 70½ (if their date of birth is before July 1, 1949), age 72 (if their date of birth is after June 30, 1949 and before January 1, 1951), age 73 (if their date of birth is after December 31, 1950 and before January 1, 1960), or age 75 (if their date of birth is after December 31, 1959). To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the Inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. For a spouse beneficiary, the applicable denominator (using the Uniform Lifetime Table or the Single Life Table, as applicable) is that which corresponds to the age the spouse beneficiary attains on their birthday in the distribution year. The Uniform Lifetime Table is used if the spouse beneficiary's first distribution year is in 2024 or later and the Single Life Table is used if the spouse beneficiary's first distribution year was before 2024. For a nonspouse beneficiary, for the first distribution year, the applicable denominator (using the Single Life Table) is that which corresponds to the beneficiary's age on their birthday in the calendar year following the IRA owner's death. Once the applicable denominator is determined for the first distribution year, it is reduced by one for each succeeding year. The RMD is the minimum amount required to be withdrawn each year; the beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance.

If the IRA owner's spouse is the sole beneficiary of this IRA or treated as such through separate accounting, they may treat this Roth IRA as their own Roth IRA by redesignating the Roth IRA as their own Roth IRA, by failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether the spouse is the sole beneficiary, they may move inherited Roth IRA funds from this Roth IRA into their own Roth, Roth SEP, or if eligible, to their own Roth SIMPLE IRA, by rolling over a distribution, generally within 60 days of receipt. Additional restrictions may apply.

If the beneficiary is nonperson beneficiary (i.e., not an individual or a see-through trust) the Roth IRA must be distributed by the end of the fifth calendar year following the Roth IRA owner's death.

Excess Accumulation Penalty. Except for certain spouse beneficiaries, if the beneficiary does not withdraw the amount required to be distributed for a given year, they may be subject to an excess accumulation penalty tax. While the excess accumulation penalty is 25% of the amount not distributed as required, it may generally be reduced to 10% for beneficiaries who take a corrective distribution and submit a modified federal income return within the applicable correction window. The correction window begins on the date the excess accumulation penalty is incurred and generally ends on the last day of the second tax year following year in which the penalty was incurred. (This window could end earlier if a notice of deficiency is mailed, or the penalty tax is assessed). The beneficiary must report the excess accumulation penalty tax by filing a completed Form 5329 with the IRS along with their payment. Beneficiaries should consult a tax or legal advisor for the correction window applicable to their specific circumstances, as well as for information on other penalty waivers.

In certain scenarios, spouse beneficiaries who do not take a required beneficiary distribution by the applicable deadline may be deemed to have made an election to treat the Inherited Roth IRA as their own Roth IRA. Spouse beneficiaries should consult a tax or legal advisor if they have failed to withdraw a required distribution by the applicable deadline to determine the consequences for not taking the required distribution.

Successor Beneficiary Distribution Requirements. Distributions following the death of the original beneficiary must be withdrawn by the successor beneficiary(ies) as required by the Code and regulations. Required distributions may include RMDs each year and the depletion of the entire remaining interest in the inherited Roth IRA no later than the applicable deadline. The applicable deadline by which the inherited Roth IRA must be depleted by a successor beneficiary is generally the end of the 10th calendar year following the original beneficiary's death, but it may be earlier. Failure to withdraw RMDs or deplete the inherited Roth IRA may result in an excess accumulation penalty.

BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH ON OR AFTER JANUARY 1, 2020

Any amounts remaining in your Roth IRA at your death will be paid to your beneficiary(ies) as required under the Code and regulations.

Tax Treatment of Distributions to Beneficiaries. Distributions to your beneficiary(ies) within the five-year qualified distribution holding period may be taxed as ordinary income. Beneficiaries must ensure the five-year holding period has been satisfied to receive qualified distributions. The years you are alive are credited toward the five-year waiting period. That is, the five-year waiting period is not reset upon your death. The period begins January 1 of the first year for which you made a Roth contribution (i.e., regular or spousal), a conversion, an employer plan rollover, or contribution under an employer's SEP or SIMPLE IRA plan to any Roth IRA you own. The penalty tax for early distributions does not apply to distributions to your beneficiary(ies) after your death.

Beneficiary Distribution Requirements. If you die on or after January 1, 2020, how quickly the assets must be withdrawn from this Roth IRA by your beneficiary depends on the beneficiary type (i.e., an eligible designated beneficiary, noneligible designated beneficiary, a nonperson beneficiary, or a trust beneficiary), which are defined in the chart below.

Beneficiary Types

Eligible Designated Beneficiary	Eligible designated beneficiary (EDB) status is determined on the date of your death. The following types of designated beneficiaries generally qualify as an eligible designated beneficiary: your spouse, a disabled individual (as defined under Code section 72(m) and regulations), a chronically ill individual (as defined in Code section 401(a)(9)(E)(iv) and regulations), your child who has not attained age 21, or an individual who was not born more than 10 years after your date of birth.
Noneligible Designated Beneficiary	Noneligible designated beneficiary (NonEDB) is any individual who is not an EDB.
Nonperson Beneficiary	Nonperson beneficiaries include nonqualified trusts (i.e., trusts that are not qualified see-through trusts), estates, charities, and other nonperson entities.
See-Through Trust Beneficiary	A see-through trust beneficiary, as defined under regulations, is a trust that is valid under state law (or would be valid but for the fact that there is no corpus), is irrevocable (or becomes irrevocable upon your death), and has identifiable beneficiaries.
Applicable Multi-Beneficiary Trust	An applicable multi-beneficiary trust (AMBT) is a Roth IRA beneficiary that is a see-through trust with multiple underlying beneficiaries with at least one beneficiary that qualifies as an EDB because of a disability or chronic illness and with no nonperson beneficiaries except for certain qualifying charitable organizations.

Beneficiary Distribution Requirements

The chart below outlines the distribution requirements for each beneficiary type and assumes that each beneficiary's interest in the inherited Roth IRA funds is separately accounted for according to the regulations by no later than December 31 of the calendar year following your death. The beneficiary distribution options and requirements outlined below may be restricted, accelerated, or modified if separate accounting of each beneficiary's share is not completed by such deadline. Such beneficiaries should consult with their tax and legal counsel for advice on required distributions from the inherited Roth IRA funds.

Note: *Separate accounting may not be applied separately to the underlying beneficiaries of a Roth IRA trust beneficiary with the exception of certain see-through trusts with terms that provide that 1) the separate interests of the underlying beneficiaries of the trust are to be divided immediately (e.g., into sub-trusts) upon the death of the Roth IRA owner, 2) the trust that is the Roth IRA beneficiary is terminated as of the date of death the Roth IRA owner's death, and 3) there is no discretion as to the extent to which the interests in the Roth IRA are allocated.*

Eligible Designated Beneficiary (Spouse)	Your spouse beneficiary may continue to maintain the inherited Roth IRA funds in an Inherited Roth IRA or may choose, at any time, to move the inherited Roth IRA funds to a Roth IRA of their own. Spouse Move to Own IRA. Your spouse beneficiary may choose, at any time, to move the inherited Roth IRA funds to their own Roth, Roth SEP, or if eligible, Roth SIMPLE IRA through a direct transfer or a rollover. If your spouse beneficiary moves the inherited funds into a Roth IRA of their own, they will generally not be subject to required minimum distributions. In a transfer, inherited Roth IRA funds are moved directly from the Inherited Roth IRA to your spouse's own Roth IRA. Any hypothetical RMDs must be satisfied before your spouse may elect to transfer the inherited Roth IRA funds to their own Roth IRA. In a rollover, your spouse beneficiary withdraws the inherited Roth IRA funds and then deposits the funds into their own Roth IRA as a rollover contribution, generally within 60 days. They are prohibited from rolling over a distribution of the inherited funds if they rolled over an IRA distribution that they received within the last 12 months. Note: <i>Your spouse beneficiary may not roll over any hypothetical RMD amounts.</i> If your spouse beneficiary fails to take a required distribution from the Inherited Roth IRA or contributes additional funds to the Inherited Roth IRA, such Roth IRA will automatically become your spouse's own Roth IRA. Inherited Roth IRA Distribution Requirements. If your spouse chooses to leave the inherited funds in an Inherited Roth IRA, they will be required to take RMDs each year as required under the rules for life expectancy payments, unless they make an election for the 10-year rule to apply. The deadline for electing the 10-year rule is the <i>earlier</i> of December 31 of calendar year you attained (or would have attained) age 70½ (if their date of birth is before July 1, 1949), age 72 (if their date of birth is after June 30, 1949 and before January 1, 1951), age 73 (if their date of birth is after December 31, 1950 and before January 1, 1960), or age 75 (if their date of birth is after December 31, 1959). If, however, your death is in the calendar year you attained (or would have attained) RMD starting age, or in the calendar year immediately following the year you attained RMD starting age, the election deadline for your spouse beneficiary is December 31 of the calendar year following your death. Life Expectancy Payments: The rules for life expectancy payments require your spouse beneficiary to withdraw an RMD each year beginning <i>in the later</i> of the calendar year following your death or the calendar year in which you attained (or would have attained) age 70½ (if their date of birth is before July 1, 1949), age 72 (if their date of birth is after June 30, 1949 and before January 1, 1951), age 73 (if their date of birth is after December 31, 1950 and before January 1, 1960), or age 75 (if their date of birth is after December 31, 1959). To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the Inherited Roth IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator (using the Uniform Lifetime Table or the Single Life Table, as applicable) is that which corresponds to the age your spouse attains on their birthday in the distribution year. The Uniform Lifetime Table is used if the spouse beneficiary's first distribution year is in 2024 or later and the Single Life Table is used if the spouse beneficiary's first distribution year was before 2024. The RMD is the minimum amount required to be withdrawn each year; your spouse beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance. 10-Year Rule: The 10-year rule requires depletion of the inherited Roth IRA funds by the end of the tenth calendar year following your death. If your spouse beneficiary elects to take distributions from the Inherited Roth IRA in accordance with the 10-year rule, because the inherited IRA is a Roth IRA, they are not subject to RMDs each year.
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Beneficiary Distribution Requirements (continued)

Eligible Designated Beneficiary (Nonspouse)	Your nonspouse beneficiary who qualifies as an EDB will be required to take RMDs each year as required under the rules for life expectancy payments, unless they make an election for the 10-year rule to apply. The deadline for electing the 10-year rule is December 31 of the calendar year following your death. Life Expectancy Payments: The rules for life expectancy payments require the nonspouse EDB to withdraw an RMD each year beginning in the calendar year following your death. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the Inherited Roth IRA on December 31 of the preceding year) is divided by the applicable denominator. For the first distribution year, the applicable denominator (using the Single Life Table) is that which corresponds to the age the nonspouse EDB attains on their birthday in the calendar year following the year of your death. Once the applicable denominator is determined for the first distribution year, it is reduced by one in each succeeding year. The RMD is the minimum amount required to be withdrawn each year; the EDB may always withdraw an additional amount, including a lump-sum distribution of the remaining balance. If your child, who is under age 21 at the time of your death, takes distributions in accordance with life expectancy payments rules, they must generally deplete the entire Inherited Roth IRA by December 31 of the year they attain age 31. However, this depletion deadline does not apply if your child also qualifies as an EDB due to a disability or chronic illness. 10-Year Rule: The 10-year rule requires depletion of the inherited Roth IRA funds by the end of the tenth calendar year following your death. If an EDB elects to take distributions from the Inherited Roth IRA in accordance with the 10-year rule, because the inherited IRA is a Roth IRA, they are not subject to RMDs each year.
Noneligible Designated Beneficiary	Your nonEDB is required to take distribution of the Inherited Roth IRA under the 10-year rule. The 10-year rule requires depletion of the inherited IRA funds by the end of the tenth calendar year following the year of your death. During the 10-year period, they are not subject to a distribution requirement each year because the inherited IRA is a Roth IRA.
Nonperson Beneficiary	Your nonperson beneficiary is required to take distribution of the Inherited Roth IRA under the 5-year rule. The 5-year rule requires depletion of the Inherited Roth IRA by the end of the fifth calendar year following your death. Under a Roth IRA, nonperson beneficiaries taking distributions in accordance with the 5-year rule are not subject to a distribution requirement each year.
See-Through Trust Beneficiary (including Applicable Multi-Beneficiary Trust)	Your see-through trust beneficiary must deplete the Inherited Roth IRA in accordance with the Code and regulations under either the 10-year rule or, if applicable, under the life expectancy payments option. Beneficiary distribution options and requirements for a see-through trust depend on which underlying beneficiaries of the see-through trust are treated as designated as a beneficiary under the IRA and the status of each of those beneficiaries. Note: Due to the complexity of determining which underlying trust beneficiaries are treated as designated under the IRA for purposes of determining the distribution requirements/options or if a trust is an AMBT, trustees of a see-through trust should seek assistance from a competent tax or legal advisor.

Excess Accumulation Penalty. Except for certain spouse beneficiaries, if the beneficiary does not withdraw the amount required to be distributed for a given year, they may be subject to an excess accumulation penalty tax. While the excess accumulation penalty is 25% of the amount not distributed as required, it may generally be reduced to 10% for beneficiaries who take a corrective distribution and submit a modified federal income return within the applicable correction window. The correction window begins on the date the excess accumulation penalty is incurred and, generally, ends on the last day of the second tax year following year in which the penalty was incurred. (This window could end earlier if a notice of deficiency is mailed, or the penalty tax is assessed.) The beneficiary must report the excess accumulation penalty tax by filing a completed Form 5329 with the IRS along with their payment. Beneficiaries should consult a tax or legal advisor for the correction window applicable to their specific circumstances, as well as for information on other penalty waivers.

Required Distributions to Successor Beneficiaries. Following the death of your beneficiary, required distributions, which may include a distribution each year or the depletion of the entire Inherited Roth IRA by the applicable deadline, must be withdrawn by the successor beneficiary(ies) as required by the Code and regulations. The applicable deadline by which the Inherited Roth IRA must be depleted by a successor beneficiary is generally the end of the 10th calendar year following your beneficiary's death, but it may be earlier, depending on the circumstances. Failure to withdraw required distributions or to deplete the Inherited Roth IRA may result in an excess accumulation penalty as described above.

WITHHOLDING

Taxable, nonperiodic distributions from this Roth IRA are generally subject to 10% federal income tax withholding. In most cases, you may elect to waive withholding or to elect another amount to be withheld from distributions from this Roth IRA. Any amounts withheld are remitted to federal depositories as prepayment of your federal income tax liability. If you elect to not have withholding apply, or if you do not have enough federal income tax withheld from the Roth IRA distribution, you may be responsible for payment of estimated tax. You may be subject to penalties under the estimated tax rules if withholding and estimated tax payments are not sufficient. In addition to federal income tax withholding, distributions from this Roth IRA may also be subject to state income tax withholding.

CORRECTION OF EXCESS ROTH IRA CONTRIBUTIONS

Any amount you contribute for a tax year that exceeds the allowable contribution amount is an excess contribution and is subject to a 6% penalty tax each year it remains in the Roth IRA. You may avoid the penalty tax if you remove the excess contribution along with the net income attributable to the excess before your tax return due date, plus extensions. For assistance in calculating the net income attributable to an excess contribution using an IRS-approved method, refer to Treasury regulation 1.408-11, IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, and your tax advisor. The net income must be included in your taxable income.

To correct an excess contribution after your tax filing due date (plus extensions), you may withdraw the excess amount (no earnings need to be withdrawn). Alternatively, if you are eligible to contribute for a subsequent year, you may correct the excess amount by redesignating the amount to a subsequent year. To redesignate a contribution, you under-contribute for a subsequent year and claim the original contribution amount when you file your income tax return for that subsequent year. Regardless of which method you use to correct the excess after your tax return due date, plus extensions, the 6% penalty is required for each year it remains in the Roth IRA as an excess contribution.

CORRECTION OF EXCESS ROTH CONTRIBUTIONS

An excess may be created from your salary reduction contributions (in a SARSEP) or from your employer's contributions and must be corrected.

PROHIBITED TRANSACTIONS

If you or your beneficiaries engage in a prohibited transaction with the Roth IRA, the entire Roth IRA will be disqualified and treated as a distribution. If you are under the age of 59½, the early distribution penalty tax may apply. Prohibited transactions are defined in Code section 4975. Examples include borrowing money from the Roth IRA, selling property you own to the Roth IRA, receiving unreasonable compensation for managing the Roth IRA, or buying property with Roth IRA funds for your personal use.

USING YOUR ROTH IRA AS SECURITY FOR A LOAN

If you or your beneficiaries pledge all or part of this Roth IRA as security for a loan, the amount pledged is treated as a distribution. If you are under the age of 59½, the amount pledged may also be subject to the early distribution penalty tax.

INHERITED ROTH IRA

Contributions to Inherited Roth IRAs. Except for eligible rollovers of inherited employer plan assets, direct transfers and rollovers from other qualifying Inherited Roth IRAs, and certain recharacterized contributions from Inherited Traditional IRAs, no other contribution types are allowed to be contributed to the Inherited Roth IRA, unless defined as allowable under the Code or regulations and allowed by the Custodian's policies.

Rollovers. Spouse beneficiaries, nonspouse beneficiaries, and see-through trust beneficiaries (that qualify as a designated beneficiary) may roll over eligible rollover distributions from an eligible retirement plan if current eligibility requirements as defined by the Code and regulations are met. Rollovers to this Inherited Roth IRA by a spouse beneficiary may be rolled over either directly or indirectly. Nonspouse beneficiaries and see-through trust beneficiaries (that qualify as designated beneficiaries) must be sent directly from the plan administrator to the Inherited Roth IRA Custodian.

When rolling over eligible rollover distributions of designated Roth contributions (and earnings thereon) from a 401(k), 403(b), or 457(b) plan, the beneficiary is solely responsible for tracking the taxable and nontaxable amounts of the assets rolled over. If a nonqualified distribution is rolled over from a designated Roth account in a 401(k), 403(b), or 457(b) plan to the Inherited Roth IRA, the portion of the distribution that constitutes the contribution basis is treated as Roth IRA basis. If a qualified distribution is rolled over from a designated Roth account in a 401(k), 403(b), or 457(b) plan to the Inherited Roth IRA, the entire amount of the rollover contribution is considered Roth IRA basis.

When rolling over qualified rollover contributions to this Inherited Roth IRA from an eligible retirement plan other than a Roth IRA, except for amounts that represent basis, amounts rolled over are generally included in your gross income and subject to ordinary income taxes. For assistance in determining qualified rollover contribution eligibility and the tax consequences of such a transaction, consult a tax advisor.

Distributions to Inherited Roth IRA Owners. Beneficiary distributions from Inherited Roth IRAs must continue as required by the Code and regulations. See, "**BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH BEFORE JANUARY 1, 2020**" and "**BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH ON OR AFTER JANUARY 1, 2020**" in this disclosure statement for more information.

Qualified Charitable Distributions from Inherited IRA. If the Inherited IRA owner of this Inherited Roth IRA is age 70½ or older, they may be eligible to make a qualified charitable distribution (QCD) from the Inherited IRA. A QCD will count toward their RMD for the Inherited IRA. See "**Qualified Charitable Distributions**" in this disclosure statement for more information.

Qualified Health Savings Account (HSA) Funding Distribution from Inherited IRA. If the Inherited IRA owner of this Inherited Roth IRA is an HSA eligible individual, they may be eligible to complete a qualified HSA funding distribution from this Inherited Roth IRA to their HSA. See, "**Qualified Health Savings Account (HSA) Funding Distribution**" in this disclosure statement for more information.

MISCELLANEOUS

Disaster Relief. If you are affected by certain federally declared disasters, you may be eligible for extended deadlines to complete certain time-sensitive acts (e.g., contributions, rollovers, recharacterizations, or correction of certain excess contributions). For detailed information about special IRA rules related to specific federally declared disasters, refer to Treasury regulation 301.7508A-1(c)(1), Revenue Procedure 2018-58, or the IRS website at www.irs.gov.

Nonforfeitable. Your interest in this Roth IRA is nonforfeitable at all times.

Custodian. The Custodian of this Roth IRA must be a bank, a federally insured credit union, a savings and loan association, a corporation that is incorporated under the laws that it is domiciled in (and is subject to supervision and examination by the Commissioner of Banking or other officer of such state in charge of the administration of the banking laws of such state), or an entity approved by the IRS to act as custodian.

Investment Restrictions. Money in this Roth IRA may not be used to buy a life insurance policy or invested in collectibles as defined in Code section 408(m). However, specially minted United States gold and silver coins, and certain state-issued coins, are permissible investments. Platinum coins and certain gold, silver, platinum, or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as IRA investments.

No Commingling. Assets in this Roth IRA may not be combined with other property, except in a common trust fund or common investment fund.

Tax-Free Earnings. When you take qualified distributions from your Roth IRA, both the contributions and the earnings are tax free. Note, however, that if you take nonqualified distributions as discussed earlier, the earnings may be subject to taxes and penalties, if applicable.

Estate Tax. Generally, for federal estate tax purposes, your Roth IRA assets are includable in your gross estate when you die. Consult your tax or legal advisors for specific guidance.

No Special Tax Treatment. Roth IRA distributions are not eligible for capital gains treatment or lump-sum income averaging.

Tax Filing. You are responsible for filing the applicable IRS forms to report certain activities, taxable income, or penalties associated with your Roth IRA.

IRS Form. This Roth IRA uses the precise language of Articles I - VIII of IRS Form 5305-RA, and therefore Articles I - VIII are treated as approved by the IRS. Additional language has been included as permitted by such form of this Agreement. The IRS approval represents a determination as to form and not to the operation of the account.

Additional Information. Additional information about the rules and options regarding your Roth IRA may be found in IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, the instructions to the IRS forms, and on the IRS website at www.irs.gov.

TRADITIONAL IRA DISCLOSURE STATEMENT (Used with Form 5305-A)

This *Traditional IRA Disclosure Statement* provides a general review of the terms, conditions, and federal laws associated with this Traditional IRA. It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult your advisors or your state taxing authority concerning any tax or compliance questions. You are responsible for complying with the laws that apply to this IRA. The Custodian does not act as your advisor. In addition to the transactions outlined in this *Traditional IRA Disclosure Statement*, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference. If this IRA is established as an Inherited IRA, see the "Inherited Traditional IRA" section in this disclosure statement for restrictions and limitations.

RIGHT TO REVOKE YOUR IRA

As prescribed by the Code and regulations, this IRA may be revoked within seven (7) calendar days following the date the IRA is established. Unless indicated otherwise, the IRA is established on the date the Custodian signs the Application. To revoke this IRA, you must provide a written notice to the Custodian at the address listed on the Application (or other address provided to you by the Custodian) that accords with this Disclosure. The Custodian must receive your revocation notice no later than seven days after the IRA is established. If your revocation notice is mailed, it will be deemed received as of the postmark date. If you revoke the IRA within the seven-day revocation period, the Custodian is still required to report the contribution and the distribution to the IRS. If you revoke the IRA within the revocation period, the Custodian will return to you the entire amount you contributed without deducting any administrative fees, penalties, or investment losses.

TRADITIONAL IRA CONTRIBUTIONS

Cash. All Traditional IRA contributions (i.e., regular, spousal, and catch-up) must be made in the form of money (e.g., cash, check, or money order).

Eligibility. For tax year 2020 and later years, you may make Traditional IRA contributions (i.e., regular, spousal, and catch-up) to your IRA at any age so long as you (or, if you file a joint federal income tax return, your spouse) have received compensation during the year. You are responsible for determining your eligibility to make Traditional IRA contributions.

Compensation. For purposes of making Traditional IRA contributions (i.e., regular, spousal, and catch-up), compensation includes the following:

- Wages, salaries, tips, professional fees, bonuses, and other amounts received from providing personal services.
 - Net earnings from self-employment, reduced by certain tax deductions.
 - Taxable alimony received under a valid divorce decree or separate maintenance agreement.
 - Nontaxable combat zone pay received by certain members of the armed forces.
 - Differential wage payments made by some employers to employees who have been called to active duty.
 - Amounts paid to you for the pursuit of graduate or postdoctoral study that is included in gross income.
 - Qualified foster care payments that are excluded from gross income as difficulty of care payments may be considered compensation for purposes of nondeductible contributions. See "Nondeductible Contributions" in this disclosure statement for information on nondeductible contributions.
- Compensation does not include investment earnings, pension or annuity income, or other amounts you receive for which your services are not a material income-producing factor.

Due Date. Traditional IRA contributions (i.e., regular, spousal, and catch-up) for a given tax year may be made to this IRA during the tax year and up until the due date for filing your tax return for such tax year, not including extensions. For most people, the tax return due date is April 15.

However, if you are serving in or in support of the armed forces in a designated combat zone or qualified hazardous duty area, your contribution deadline may be extended past April 15. Generally, the extension is 180 days after the last day you are in a qualifying combat zone or hazardous duty area. You may also have an additional extension depending on when you entered the zone or area. For additional information, refer to IRS Publication 3, *Armed Forces' Tax Guide*, or consult your tax advisor. The federal government may also authorize a postponed or an extended due date for contributions. Such contributions may be accepted by such due date provided you meet the applicable eligibility requirements as defined in the Code, regulations, or other applicable guidance.

Previous Year Contributions. If you make a Traditional IRA contribution (i.e., regular, spousal, and catch-up) between January 1 and April 15 in a manner acceptable to the Custodian, you may designate the contribution as a contribution for the previous year. If you do not designate a contribution for the previous year, the Custodian will report it to the IRS as a current-year contribution (the year received).

Traditional and Roth IRA Contribution Limits. The total amount you may contribute as Traditional and Roth IRA contributions (i.e., regular, spousal, and catch-up) to all your IRAs may not exceed \$7,000 for tax year 2024 and \$7,000 for tax year 2025 with possible cost-of-living adjustments each year thereafter. For each year in which you are age 50 or older before the end of the calendar year, you may make an additional catch-up contribution of up to \$1,000 for tax year 2024 and \$1,000 for tax year 2025 with possible cost-of-living adjustments each year thereafter. Your total contribution amount (including catch-up, if applicable) may not, however, exceed an amount equal to your compensation for that tax year unless you are married and filing a joint federal income tax return. If you are married and filing a joint tax return, the total amount you and your spouse may contribute to IRAs as regular, spousal, and catch-up contributions in aggregate for any tax year may not exceed the combined compensation of you and your spouse for that same tax year. If you make voluntary employee contributions to a separate account established by an employer retirement plan and the account meets the requirements of an IRA, the total amount listed above that you may contribute as Traditional and Roth IRA contributions to all your IRAs is reduced by those voluntary employee contributions.

Traditional SEP and Roth SEP contributions made under an employer's simplified employee pension (SEP) plan as well as Traditional SIMPLE and Roth SIMPLE contributions made under an employer's savings incentive match plan for employees (SIMPLE) plan are excluded from this contribution limit.

TRADITIONAL SEP IRA CONTRIBUTIONS

Cash. All contributions made under an employer's simplified employee pension (SEP) plan must be made in the form of money (e.g., cash, check, or money order).

Eligibility. If you participate in your employer's SEP plan, your employer may make Traditional SEP IRA contributions to this IRA, if allowed by the Custodian and you meet the eligibility requirements of the employer's SEP plan.

Contribution Limits. SEP IRA contributions made by an employer under a SEP plan cannot exceed the lesser of 25% of the employee's compensation, or \$69,000 for 2024 and \$70,000 for 2025 with possible cost-of-living adjustments each year thereafter. If your employer has also made contributions under the SEP plan to your Roth IRA or Roth SEP IRA, these contribution limits are reduced by any amounts contributed to those IRAs for the tax year. Participants in salary reduction simplified employee pension (SARSEP) plans established before 1997 are entitled to make elective salary deferral contributions. For these plans that are still in operation, a participant's elective deferral contributions are limited to \$23,000 in 2024 and \$23,500 in 2025, or 25% of their compensation, whichever is less. Catch-up contributions are not subject to this limit. Catch-up contributions may not exceed \$7,500 in 2024 and \$7,500 in 2025, or, if less, the excess of the participant's compensation over the elective deferral contributions that are not catch-up contributions. In 2025, the \$7,500 catch-up amount is increased to \$11,250 for a participant who would attain age 60, 61, 62, or 63 before the close of the taxable year for which the catch-up contribution amount is made. The overall contribution limit (including both employer and employee salary deferrals contributions but excluding catch-up contributions) cannot exceed the lesser of 25% of the employee's compensation, or \$69,000 for 2024 and \$70,000 for 2025 with possible cost-of-living adjustments each year thereafter.

REPAYMENTS

Cash. All repayments must be made in the form of money (e.g., cash, check, or money order).

Repayments of Qualified Reservist Distributions. You may repay qualified reservist distributions (as defined by the Code and regulations) by making one or more contributions to your IRA within two years of the end of your active duty. The aggregate amount that may be repaid may not exceed the amounts of such distributions and is in addition to other eligible contribution amounts. No tax deduction is allowed for these contributions. For more information, consult your tax advisor.

Other Distributions Eligible for Repayment. Certain Traditional, Traditional SEP, and Traditional SIMPLE IRA distributions, as defined by the Code and regulations, may be repaid to this IRA. Distributions eligible for repayment include:

1. Qualified birth or adoption distributions,
2. Qualified disaster recovery distributions,
3. Terminally ill individual distributions,
4. Domestic abuse victim distributions,
5. Emergency personal expense distributions, and
6. Any other distributions authorized by the federal government to be repaid under the terms outlined below.

You may repay eligible distributions by making one or more repayment contributions any time during the three-year period beginning on the day after the date on which the distribution was received. Qualified birth or adoption distributions received before December 30, 2022, may be repaid up until

December 31, 2025. The aggregate amount that may be repaid may not exceed the amount of such eligible distributions and is in addition to other eligible contribution amounts. By repaying the distributions, you will avoid paying taxes on distributions or you can claim a refund of the tax attributable to the amount of the distribution that was included in income for prior tax year(s) by filing an amended return. For more information on eligible repayments, consult your tax advisor.

ROLLOVERS

Rollovers. A rollover is a movement of cash or assets from one retirement plan to another. Both the distribution and the rollover contribution are reportable when you file your income taxes. If, however, you roll over the entire amount of an IRA or retirement plan distribution (including any amount withheld for federal, state, or other income taxes that you did not receive), you generally do not have to report the distribution as taxable income. If you must take a required minimum distribution (RMD) for the year, you may not roll over the RMD. All RMDs must be withdrawn as required under the Code and regulations before a rollover. This means that the total amount of RMDs for the year from all your IRAs must be withdrawn before the rollover of an IRA distribution. You must irrevocably elect to treat such contributions as rollovers.

You may use this IRA as a conduit to temporarily hold amounts you receive in an eligible rollover distribution from an employer's retirement plan. Should you combine or add other amounts (e.g., contributions) to this IRA and it is no longer a conduit IRA, you may lose the ability to later roll over these funds into another employer plan to take advantage of special tax rules available for certain qualified plan distribution amounts. Consult your tax advisor for additional information.

IRA-to-IRA Rollover. You may withdraw, tax free, all or a portion of this IRA if you contribute the amount withdrawn into the same or another Traditional IRA (or a Traditional SEP or Traditional SIMPLE IRA) as a rollover. Alternatively, a distribution from another Traditional IRA (or a Traditional SEP or Traditional SIMPLE IRA) may be rolled over into this IRA. Funds from this Traditional IRA may not be commingled with Traditional SIMPLE IRA funds until at least two years have elapsed since you first participated in the employer's SIMPLE IRA plan.

Only one IRA distribution within any 12-month period may be rolled over in an IRA-to-IRA rollover transaction. The 12-month waiting period begins on the date you receive an IRA distribution that you later roll over, not on the date you complete the rollover transaction. When completing an IRA-to-IRA rollover, you must generally complete the rollover transaction not later than the 60th day after the date on which you received the distribution.

IRA-to-Employer Retirement Plan Rollover. If your employer's retirement plan accepts rollovers from IRAs, you may complete a direct or indirect rollover of your pre-tax assets in your non-Roth IRAs into your employer retirement plan. If you take constructive receipt of a distribution from this IRA to complete a rollover to an employer plan (i.e., an indirect rollover), you must generally complete the rollover transaction not later than the 60th day after the date on which you received the distribution.

Employer Retirement Plan-to-IRA Rollover (by IRA Owner). Eligible rollover distributions from qualifying employer retirement plans may be rolled over, directly or indirectly, to this IRA. Qualifying employer retirement plans include qualified plans (e.g., 401(k) plans or profit-sharing plans), governmental 457(b) plans, the federal Thrift Savings Plan, 403(b) arrangements, and 403(a) arrangements. Amounts that may not be rolled over include any required minimum distributions, hardship distributions, any part of a series of substantially equal periodic payments, corrective distributions of excess contributions, excess deferrals, excess annual additions (and any income allocable to the excess), certain deemed distributions related to defaulted loans, dividends on employer securities, the cost of life insurance coverage, and distributions consisting of designated Roth contributions (and earnings thereon) from a 401(k), 403(b), governmental 457(b) plan, or the federal Thrift Savings Plan.

To complete a direct rollover from an employer plan to this IRA, you must generally instruct the plan administrator to send the distribution to the IRA Custodian. If a potential overpayment has been directly rolled over to this IRA, you may be able to contest the plan sponsor's recouping such overpayment to determine whether it is proper. While you contest the efforts to recoup, the Custodian may retain the contested assets pending the outcome of the recoupment effort. If the payment is found to be an overpayment, such overpayment will be paid to the distributing employer plan.

To complete an indirect rollover, you must generally request that the plan administrator make a distribution directly to you. You must generally complete the rollover transaction not later than the 60th day after the date on which you received the eligible rollover distribution. For certain plan loan offsets due to plan termination or termination of employment, the deadline for completing the rollover is your tax return due date (including extensions) for the year in which the offset occurs. Any amount not properly rolled over will generally be taxable in the year distributed (except for any amount that represents after-tax contributions) and you are under the age of 59½, may be subject to the early distribution penalty tax. If you choose the indirect rollover method, the plan administrator is typically required to withhold 20% of the eligible rollover distribution amount for purposes of federal income tax withholding. You may, however, make up the withheld amount out of pocket and roll over the full (gross) distribution amount. If you do not make up the withheld amount out of pocket, the 20% amount withheld (and not rolled over) will be treated as a distribution, subject to applicable taxes and penalties.

Employer Retirement Plan-to-IRA Rollover (by Inherited IRA Owner). Please refer to the "Inherited Traditional IRA" section in this disclosure statement.

Rollover of Exxon Valdez Settlement Income. Certain income received as an Exxon Valdez qualified settlement may be rolled over to this IRA or another eligible retirement plan. The amount contributed cannot exceed the lesser of \$100,000 (reduced by the amount of any qualified settlement income contributed to an eligible retirement plan in prior tax years) or the amount of qualified settlement income received during the tax year.

Contributions for the year can be made up until the due date for filing your return, not including extensions.

Rollover of Wrongful IRS Levy. A wrongful IRS levy of assets from an IRA (including an Inherited IRA) or an employer-sponsored retirement plan, plus the interest on such amount, that are returned to the taxpayer may be rolled over to an IRA (including an Inherited IRA) to which such a rollover contribution is permitted by the tax return deadline (not including extensions) for the year the assets are returned. The one IRA-to-IRA rollover per 12-month period limitation does not apply to such rollovers.

CONVERSIONS

Roth Conversion. Generally, you may convert all or a portion of this IRA to a Roth, Roth SEP, or Roth SIMPLE IRA provided you meet any applicable eligibility requirements as defined in the Code and regulations. To convert a distribution from this IRA to a Roth SIMPLE IRA, at least two years must have elapsed from the date on which you first participated in any SIMPLE IRA plan maintained by your employer. Except for amounts that represent basis, amounts converted are generally included in your gross income and subject to ordinary income taxes. The early distribution penalty does not apply to amounts converted. Amounts that represent basis may be converted only as permitted under the Code and regulations. Required minimum distributions (RMDs) may not be converted. The total amount of RMDs for the year from all your IRAs must be withdrawn before a conversion. Conversions are not subject to the 12-month rollover restriction that typically applies to rollovers between IRAs. Roth IRA conversions may not be recharacterized (i.e., undone or reversed).

RECHARACTERIZATIONS

Recharacterization of Traditional and Roth IRA Contributions. You may recharacterize a contribution (i.e., regular, spousal, or catch-up) made to one type of IRA (either Traditional IRA or Roth IRA) and treat it as if it were made to a different type of IRA (Traditional IRA or Roth IRA). Both the contribution amount along with the net income attributable to the contribution must be transferred. If there is a loss, the amount of any loss will reduce the amount transferred. The deadline for completing a recharacterization is your tax return due date (including any extensions) for the year for which the contribution was made to the first IRA. Recharacterization requests must be made in a form and manner acceptable to the Custodian. Report recharacterizations to the IRS by attaching a statement to your Form 1040. You may also need to file Form 8606.

Traditional SEP or Roth SEP IRA contributions made under an employer's SEP plan or Traditional SIMPLE or Roth SIMPLE IRA contributions made under an employer's SIMPLE IRA plan cannot be recharacterized. Roth conversion contributions cannot be recharacterized.

TRANSFERS

Transfers. You may generally move this Traditional IRA from one IRA provider to another Traditional IRA (or a Traditional SEP or Traditional SIMPLE IRA) maintained by another IRA provider by requesting a direct transfer. You may also transfer another Traditional IRA (including a Traditional SEP or Traditional SIMPLE IRA) to this IRA. Funds from this Traditional IRA may not be commingled with Traditional SIMPLE IRA funds until at least two years have elapsed since you first participated in your employer's SIMPLE IRA plan. Federal law does not limit the number of transfers you may make during any year.

Transfers Incident to Divorce. Under a valid divorce decree or separate maintenance decree, or a written document incident to such a decree, all or part of this IRA may be transferred to your former spouse's Traditional IRA (or a Traditional SEP or Traditional SIMPLE IRA). Similarly, all or part of your former spouse's Traditional IRA (or Traditional SEP or Traditional SIMPLE IRA) may be transferred to this IRA. Funds from this Traditional IRA may not be commingled with Traditional SIMPLE IRA funds until at least two years have elapsed since the SIMPLE IRA participant first participated in the employer's SIMPLE IRA plan.

TAX TREATMENT OF TRADITIONAL IRA CONTRIBUTIONS

Deductions. Whether your Traditional IRA contribution (i.e., regular, spousal, and catch-up) is tax deductible depends on whether you (and your spouse, if you are married) are considered covered by an employer retirement plan and, if so, the amount of your modified adjusted gross income (MAGI). If your MAGI is equal to or below the lower limit of the applicable phase-out range, your Traditional IRA contribution is fully deductible. If your MAGI is equal to or exceeds the upper limit of the applicable phase-out range, your Traditional IRA contribution is not deductible. If your MAGI is within the applicable phase-out range, you may take a partial deduction.

Covered by an Employer Retirement Plan. You are generally considered covered by an employer retirement plan if a contribution is made to your account, or you are eligible to earn retirement credits. Examples of retirement plans include simplified employee pension (SEP) plans, SIMPLE IRA plans, plans qualified under Code section 401(a) (such as pension, profit-sharing, or 401(k) plans), 403(b) arrangements, 403(a) arrangements, or certain government plans. Generally, your employer is required to indicate on your Form W-2 whether you were covered by a retirement plan for the year. If you (or your spouse, if you are married) are covered by an employer retirement plan, you may not be able to deduct some or all your Traditional IRA contribution depending on your MAGI.

The MAGI thresholds for 2024 and 2025 are summarized in the chart below for individuals covered by an employer retirement plan. For tax years after 2025, the MAGI thresholds for deduction phase-out listed below will be increased to reflect a cost-of-living adjustment, if any.

MAGI Limits for Eligibility for Tax Deduction

Year	Married Filing Jointly*	Single Taxpayers
2024	\$123,000 - \$143,000	\$77,000 - \$87,000
2025	\$126,000 - \$146,000	\$79,000 - \$89,000

* If you are married and filing a joint federal income tax return, your MAGI is the combined MAGI of you and your spouse.

If you are married, filing a separate federal income tax return, and are covered by an employer retirement plan, your MAGI threshold is \$0-\$10,000. However, if you did not live with your spouse at any time during the year and you file a separate return, your filing status, for purposes of determining any tax deduction, is single.

For more information on determining your MAGI and your tax deduction for your Traditional IRA contributions, consult your tax advisor, instructions to Form 1040 and IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*.

Not Covered by an Employer Retirement Plan. If you are single and are not considered covered by an employer retirement plan, or if you are married and neither you nor your spouse are considered covered by an employer retirement plan, your Traditional IRA contribution is fully tax-deductible, regardless of your MAGI or your tax filing status.

If you are married, filing jointly, and you are not covered by an employer retirement plan, but your spouse is covered, the combined MAGI threshold for determining the deductible amount of your Traditional IRA contribution is \$230,000-\$240,000 for 2024, and \$236,000-\$246,000 for 2025. For tax years after 2025, this MAGI threshold will be increased to reflect a cost-of-living adjustment, if any.

If you are married and lived with your spouse at any time during the year, filing separate returns, and you are not covered by an employer retirement plan, but your spouse is covered, your MAGI threshold for determining the deductible amount of your Traditional IRA contributions is \$0-\$10,000.

Nondeductible Contributions. Regardless of whether your Traditional IRA contribution is deductible, you may contribute up to the allowable limits. The difference between your total permitted contribution and your deductible Traditional IRA contribution, if any, is your nondeductible contribution. If you receive difficulty of care payments as a foster care provider and your compensation that is included in your gross income is less than the maximum contribution amount allowable for the tax year under Code section 219(b), you may elect to increase your nondeductible contribution limit by the amount of excludable difficulty of care payments you have received during the year provided your total contribution amount does not exceed the maximum allowable under Code section 219(b). Earnings derived from nondeductible contributions are not taxed until distributed. If you make nondeductible Traditional IRA contributions, a cost basis is created equal to the sum of your nondeductible contributions minus any withdrawals or distributions of nondeductible contributions. Report your nondeductible contributions on IRS Form 8606. If you fail to report your nondeductible contributions, or if you overstate your nondeductible contributions, you may be subject to taxes and penalties.

Tax Credits for Contributions. You may be eligible for a tax credit for your Traditional IRA contributions, provided you meet any applicable eligibility requirements as defined in the Code and regulations. The tax credit is based on your adjusted gross income as defined by the Code.

TAX TREATMENT OF TRADITIONAL SEP IRA CONTRIBUTIONS

No Deduction. While amounts you elect to defer on a pre-tax basis reduce your taxable income for the year, no tax deduction is allowed for either your salary deferrals or your employer contributions made to this IRA under your employer's SEP plan. When you participate in your employer's SEP plan, you are considered an active participant in a retirement plan which may affect your eligibility to deduct Traditional IRA contributions (i.e., regular, spousal, and catch-up) you make to this IRA.

Tax Credits for Salary Deferral Contributions (SARSEP only). You may be eligible for a tax credit for elective salary reduction contributions made under your employer's SEP plan to this IRA, provided you meet any applicable eligibility requirements as defined in the Code and regulations. The tax credit is based on your adjusted gross income as defined by the Code.

DISTRIBUTIONS DURING YOUR LIFETIME

You may withdraw any or all the balance of this IRA at any time. However, certain taxes and penalties may apply.

Tax Treatment. Distributions from this IRA are generally included in your gross income and subject to ordinary income taxes for the year in which they are distributed. If you have made nondeductible contributions to any of your Traditional, Traditional SEP, or Traditional SIMPLE IRAs, a portion of each distribution is nontaxable. The nontaxable amount is the pro rata portion of the distribution based on your remaining nondeductible contributions and the value of all your Traditional, Traditional SEP, and Traditional SIMPLE IRAs. For assistance in determining the nontaxable portion, consult your tax advisor, instructions to IRS Forms 1040 and 8606, and IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*.

Distributions Before Age 59½. If you are under the age of 59½ and take a distribution, the distribution is commonly referred to as an early distribution. Early distributions that are included in gross income are also subject to a 10% early distribution penalty tax unless you are eligible for one of the following exceptions to the early distribution penalty as defined by the Code, regulations, and other applicable guidance.

- You have unreimbursed medical expenses that are more than the applicable percentage of your adjusted gross income and provided certain other conditions apply.
- You are unemployed and receive federal or state unemployment benefits for 12 consecutive weeks, or would have if not self-employed, and you receive the distribution (during that tax year or the succeeding tax year) in an amount that does not exceed the amount you paid during the distribution year for medical insurance for yourself, your spouse, and your dependents.
- You are disabled.
- The distribution is part of a series of substantially equal periodic payments.
- The distributions are not more than the qualified higher education expenses of you, your spouse, or the children or grandchildren of you or your spouse.
- The distribution, of up to a \$10,000 lifetime limit, is used within 120 days of withdrawal to buy or build a home that will be a principal residence for a qualified first-time homebuyer. Adjustments to the lifetime limit amount may be authorized by the federal government.
- The distribution is due to an IRS levy on the IRA.
- The distribution is a special purpose distribution, which includes qualified reservist distributions, qualified birth or adoption distributions, qualified disaster recovery distributions, terminally ill individual distributions, emergency personal expense distributions, and domestic abuse victim distributions.

Note: In addition to the early distribution penalty exceptions noted above, the federal government may authorize additional exceptions.

Reporting Early Distribution Penalty Tax. For distributions taken before age 59½, you may be required to file Form 5329 with the IRS to either report and pay the early distribution penalty tax or to claim an early distribution penalty exception.

Required Distributions. You must withdraw required minimum distributions (RMDs) for each year beginning with the year in which you attain RMD starting age as determined by your date of birth.

Your Date of Birth	Your RMD Starting Age
Before July 1, 1949	70½ years of age
After June 30, 1949, but before January 1, 1951	72 years of age
After December 31, 1950, but before January 1, 1960	73 years of age
Born after December 31, 1959	75 years of age

Your first RMD must be withdrawn no later than your required beginning date. Your required beginning date is April 1 of calendar year following the year you attain your RMD starting age. All subsequent years' RMDs must be taken on or before December 31 of the distribution year.

To determine the amount of your RMD each year, you generally divide the balance of the IRA on December 31 of the prior year by the applicable

denominator. The applicable denominator corresponds to the age you attain on your birthday in the distribution year on the Uniform Lifetime Table. If, however, the sole beneficiary of your IRA for the entire calendar year is your spouse who is more than 10 years younger than you, then the applicable denominator is determined using the ages that you and your spouse beneficiary attain each distribution year using the Joint and Last Survivor Table. **Note:** If the purchase of a qualified longevity annuity contract (QLAC) is permitted by the Custodian under the terms of this IRA, the December 31 balance used to calculate your RMD does not include the value of any QLAC held within this IRA, provided such contract was purchased on or after July 2, 2014. For each year that you are not subject to the RMD requirements, your Custodian will provide you with a notice that includes the distribution deadline and either the amount of your RMD or information on how to request that the Custodian calculate the amount of the RMD. Your Custodian is also required to notify the IRS for each year that you are required to take an RMD.

If you have more than one Traditional, Traditional SEP, or Traditional SIMPLE IRA, the RMD must be calculated separately for each IRA. You may, however, combine the RMD amounts and take the total amount from any one or more of those IRAs.

Excess Accumulation Penalty. If you do not take an RMD, you may be subject to a 25% excess accumulation penalty tax on the amount not distributed as required. The penalty may be reduced to 10% if both a corrective distribution is taken, and a modified federal income tax return is submitted within the applicable correction window. The correction window begins on the date the excess accumulation penalty is incurred and generally ends on the last day of the second tax year following year in which the penalty was incurred. (This window could end earlier if a notice of deficiency is mailed or the penalty tax is assessed.) You must report the excess accumulation penalty tax by filing a completed Form 5329 with the IRS along with your payment. For additional information regarding your RMD, the excess accumulation penalty, and penalty waivers, consult your tax advisor and IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*.

Special Tax Treatment. Distributions from this IRA are not eligible for capital gains treatment or lump-sum income averaging.

Qualified Birth or Adoption Distribution. You may take qualified birth or adoption distributions from this IRA, if made during the one-year period beginning on the date your child was born or the date on which the legal adoption of your child (who is an eligible adoptee as defined by the Code and regulations) was finalized. The total amount that you may withdraw as qualified birth or adoption distributions, in aggregate from all your IRAs and eligible employer plans, may not exceed \$5,000 per adoption or birth. Adjustments to this amount may be authorized by the federal government. Qualified birth or adoption distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayments. For assistance in determining whether you are eligible for a qualified birth or adoption distribution, consult your tax advisor.

Qualified Disaster Recovery Distribution. You may take qualified disaster recovery distributions from this IRA if your principal residence is in a qualified disaster area during the incident period and you have sustained an economic loss by reason of such qualified disaster. Such distributions must generally be made on or after the first day of the incident period and no later than 180 days from the later of the date of the disaster declaration or December 29, 2022. Qualified disaster recovery distributions may not exceed, in aggregate, \$22,000 per disaster. Adjustments to this amount may be authorized by the federal government. For purposes of qualified disaster recovery distributions, qualified disaster is a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, which has occurred on or after January 26, 2021. The incident period is the time frame specified by the Federal Emergency Management Agency (FEMA), as the period during which the disaster occurred. Qualified disaster recovery distributions must generally be included in taxable income either in the year in which the assets are distributed or ratably over a three-year period. Qualified disaster recovery distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayment of these distributions. For assistance in determining whether you are eligible for a qualified disaster recovery distribution, consult your tax advisor.

Terminally Ill Individual Distribution. If you are terminally ill (as defined in IRS Notice 2024-2 and other applicable guidance), you may take terminally ill individual distributions from this IRA on or after the date on which a physician certifies that you have a terminal illness with a statement that satisfies the content requirements in IRS Notice 2024-2 and other applicable guidance. Terminally ill individual distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayment of these distributions. For assistance in determining whether you are eligible for a terminally ill individual distribution, consult your tax advisor.

Domestic Abuse Victim Distributions. Beginning January 1, 2024, if you are a domestic abuse victim (as defined in IRS Notice 2024-55 or other applicable guidance) of abuse by a spouse or domestic partner, you may take domestic abuse victim distributions from this IRA during the one-year period beginning on any date on which you were a victim of such abuse. The aggregate amount of any eligible distribution to a domestic abuse victim, which may be treated as domestic abuse victim distribution by any individual is typically limited. The limit is \$10,000 for 2024, and \$10,300 for 2025. For future years the dollar limitations will be increased to reflect a cost-of-living adjustment, if any. Domestic abuse victim distributions are exempt from the early distribution penalty tax and may be repaid. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information on repayment of these distributions. For assistance in determining whether you are eligible for a domestic abuse victim distribution, consult your tax advisor.

Emergency Personal Expense Distribution. Beginning January 1, 2024, if you have unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses (as defined in IRS Notice 2024-55 or other applicable guidance), you may take emergency personal expense distributions from this IRA. The amount that you may treat as an emergency personal expense distribution in any calendar year may not exceed \$1,000, but under certain circumstances you may be limited to a lower amount. Emergency personal expense distributions are exempt from the early distribution penalty tax and may be repaid. If you take an emergency personal expense distribution from this IRA or another eligible retirement plan, you are prohibited from taking another emergency personal expense distribution during that same calendar year from any IRA or eligible retirement plan. Under certain circumstances, if you do not fully repay an emergency personal expense distribution, you are restricted from taking another emergency personal expense distribution during the three calendar years immediately following the distribution. See **"Other Distributions Eligible for Repayment"** in this disclosure statement for more information. For assistance in determining whether you are eligible for an emergency personal expense distribution, consult your tax advisor.

Qualified Charitable Distributions. If you are age 70½ or older, you may be eligible to make a qualified charitable distribution (QCD) from this IRA. You cannot, however, make a QCD if a Traditional SEP contribution under a SEP plan has been made to this IRA for the plan year ending with or within your tax year in which the QCD would be made. A QCD is generally not subject to federal income tax. But if you make deductible Traditional IRA contributions (i.e., regular, spousal, and catch-up) for any year in which you are age 70½ or older, all or a portion of your QCD may be subject to federal income tax. If you are eligible to make a QCD, you may make a one-time election for a taxable year to treat any distribution from an IRA which is made directly to a split-interest entity (as defined by the Code, regulations, and other applicable guidance) as a QCD. The maximum overall QCD amount is \$105,000 for 2024 and \$108,000 for 2025. The maximum QCD amount that may be paid to a split-interest entity under the special one-time election is \$53,000 for 2024 and \$54,000 for 2025. For future years the dollar limitations will be increased to reflect a cost-of-living adjustment, if any. A QCD will count towards your required minimum distribution. For further detailed information, you may wish to obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*. For assistance in determining whether you are eligible to make a QCD, consult your tax advisor.

Qualified Health Savings Account (HSA) Funding Distribution. If you are an HSA-eligible individual, you may be eligible to complete a qualified HSA funding distribution from this IRA and contribute it to your HSA. You cannot, however, conduct this transaction if a Traditional SEP IRA contribution under a SEP plan has been made to this IRA for the plan year ending with or within your tax year in which the transfer would be made. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. This transfer, which must be a direct transfer from the IRA to the HSA, is not included in your gross income as an IRA distribution and is not a tax-deductible HSA contribution. Generally, you are limited to one qualified HSA funding distribution from any of your IRAs during your lifetime. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH BEFORE JANUARY 1, 2020

Any amounts remaining in this IRA at the time of the IRA owner's death will be paid to the beneficiary(ies) as required under the Code and regulations.

Tax Treatment of Distributions to Beneficiaries. In general, distributions from this IRA to a beneficiary are included in the beneficiary's gross income and treated as ordinary income for the year in which the funds are distributed. If the IRA owner made nondeductible contributions to any of their Traditional, Traditional SEP, or Traditional SIMPLE IRAs, a portion of each distribution is nontaxable. The nontaxable amount is the pro rata portion of the distribution based on the remaining nondeductible contributions and the total value of all the deceased IRA owner's Traditional, Traditional SEP, and Traditional SIMPLE IRAs. For assistance in determining the nontaxable portion, beneficiaries should consult their tax advisor, instructions to IRS Forms 1040 and 8606, and IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*. Distributions withdrawn by the beneficiary from the inherited IRA are not subject to the early distribution penalty tax.

Beneficiary Distribution Requirements. If the IRA owner died before January 1, 2020, the rules determining the requirements for the distribution of this IRA to the beneficiary depend on several factors, including the beneficiary type (i.e., spouse, nonspouse, or nonperson), the timing of the IRA owner's death (i.e., before, on or after their required beginning date), and whether each beneficiary's interest in the inherited IRA funds were separately accounted for no later than December 31 of the calendar year following the IRA owner's death. The distribution requirements outlined below assume that each beneficiary's interest in the inherited IRA funds was separately accounted for no later than December 31 of the calendar year

following the IRA owner's death. The beneficiary distribution options and requirements outlined below may be restricted, accelerated, or modified if separate accounting of each beneficiary's share was not completed by such a deadline. Such beneficiaries should consult with their tax or legal counsel for advice on required distributions and on distribution options from the inherited IRA funds.

IRA Owner's Death Before Required Beginning Date. If the beneficiary is an individual, the beneficiary may generally choose the distribution requirements that apply to them by making an election between two distinct distribution options: 1) life expectancy payments, or 2) the 5-year rule. The deadline for the beneficiary distribution election is generally December 31 of the calendar year following the IRA owner's death. If, however, the beneficiary is the deceased IRA owner's spouse and they are the sole beneficiary, the election deadline is the earlier of December 31 of calendar year the IRA owner attained (or would have attained) RMD starting age or December 31 of the fifth calendar year following your death. If, however, the IRA owner's death was in the calendar year they attained (or would have attained) RMD starting age, or in the calendar year immediately following the year they attained RMD starting age, the election deadline for such spouse beneficiary was December 31 of the calendar year following your death.

See **"Required Distributions"** in this disclosure statement for information on determining your RMD starting age. If a beneficiary does not make an election by the applicable deadline, they will be required to take RMDs according to the life expectancy payments option.

Under the 5-year rule, the beneficiary is required to deplete the IRA by December 31 of the fifth calendar year following the IRA owner's death. With life expectancy payments, RMDs based on the beneficiary's life expectancy must be withdrawn each year. Unless the beneficiary is the deceased IRA owner's spouse and they are the sole beneficiary, these RMDs must begin in the calendar year following the IRA owner's death and must continue for each subsequent calendar year. If the beneficiary is the deceased IRA owner's spouse and they are the sole beneficiary, these RMDs must begin in the *later* of the calendar year following the year the IRA owner died, or the calendar year the deceased IRA owner attained (or would have attained) RMD starting age if still living. See **"Required Distributions"** in this disclosure statement for information on determining deceased IRA owner's RMD starting age. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. For a spouse beneficiary, the applicable denominator (using the Uniform Lifetime Table or the Single Life Table, as applicable) is that which corresponds to the age the spouse beneficiary attains on their birthday in the distribution year. The Uniform Lifetime Table is used if the spouse beneficiary's first distribution year was in 2024 or later and the Single Life Table is used if the spouse beneficiary's first distribution year was before 2024. For a nonspouse beneficiary, for the first distribution year, the applicable denominator (using the Single Life Table) is that which corresponds to the beneficiary's age on their birthday in the calendar year following the IRA owner's death. Once the applicable denominator is determined for the first distribution year, it is reduced by one for each succeeding year. The RMD is the minimum amount required to be withdrawn each year; the beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance.

If the IRA owner's spouse is the sole beneficiary of this IRA or treated as such through separate accounting, they may treat this IRA as their own IRA by redesignating the IRA as their own IRA, by failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether the spouse is the sole beneficiary, they may move inherited IRA funds from this IRA into their own Traditional, Traditional SEP, or if eligible, to their own Traditional SIMPLE IRA, by rolling over a distribution generally within 60 days of receipt. Additional restrictions may apply. If the beneficiary is nonspouse beneficiary (i.e., not an individual or a see-through trust) the IRA must be distributed by the end of the fifth calendar year following the IRA owner's death.

IRA Owner's Death On or After Required Beginning Date. The beneficiary must take RMDs each year beginning in the calendar year following the year of the IRA owner's death. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator used to calculate the RMD is derived from the Single Life Table. If the beneficiary is a spouse beneficiary, the applicable denominator (while the spouse beneficiary is alive) is the longer of the applicable denominator that corresponds to the age the spouse beneficiary attains on their birthday in the distribution year, or the applicable denominator that corresponds to the deceased IRA owner's age on their birthday in the year of their death, reduced by one for each calendar year that has elapsed after the year of the IRA owner's death. If the beneficiary is a nonspouse beneficiary, for the first distribution year, the applicable denominator is the longer of the applicable denominator that corresponds to the age the beneficiary attains on their birthday in the distribution year, or the applicable denominator that corresponds to the deceased IRA owner's age on their birthday in the year of their death, reduced by one. Once the applicable denominator is determined for the first distribution year, it is reduced by one in each succeeding year. If the beneficiary is a nonspouse beneficiary (i.e., not an individual or a qualified trust), the applicable denominator used to calculate the RMD is that which corresponds to the deceased IRA owner's age on their birthday in the year of their death, reduced by one for each calendar year that has elapsed after the year of the IRA owner's death. In addition to the RMDs described above, if the IRA owner did not satisfy their RMD for the year of their death, the RMD must be satisfied by the beneficiaries. The RMD is the minimum amount that must be withdrawn each year; the beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance.

If the IRA owner's spouse is the sole beneficiary of this IRA or treated as such through separate accounting, they may treat the IRA as their own IRA by redesignating the IRA as their own IRA, failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether the spouse is the sole beneficiary, they may move inherited IRA funds from this IRA into their own Traditional, Traditional SEP, or if eligible, to their own Traditional SIMPLE IRA, by rolling over a distribution, generally within 60 days of receipt. Additional restrictions may apply.

Excess Accumulation Penalty. Except for certain spouse beneficiaries, if the beneficiary does not withdraw the amount required to be distributed for a given year, they may be subject to an excess accumulation penalty tax. While the excess accumulation penalty is 25% of the amount not distributed as required, it may generally be reduced to 10% for beneficiaries who take a corrective distribution and submit a modified federal income return within the applicable correction window. The correction window begins on the date the excess accumulation penalty is incurred and generally ends on the last day of the second tax year following year in which the penalty was incurred. (This window could end earlier if a notice of deficiency is mailed, or the penalty tax is assessed). The beneficiary must report the excess accumulation penalty tax by filing a completed Form 5329 with the IRS along with their payment. Beneficiaries should consult a tax or legal advisor for the correction window applicable to their specific circumstances, as well as for information on other penalty waivers.

In certain scenarios, spouse beneficiaries who do not take a required beneficiary distribution including the year-of-death RMD, by the applicable deadline, may be deemed to have made an election to treat the inherited IRA as their own IRA. Spouse beneficiaries should consult a tax or legal advisor if they have failed to withdraw a required distribution by the applicable deadline to determine the consequences for not taking the required distribution.

Successor Beneficiary Distribution Requirements. Distributions following the death of the original beneficiary must be withdrawn by the successor beneficiary(ies) as required by the Code and regulations. Required distributions may include RMDs each year and the depletion of the entire remaining interest in the inherited IRA no later than the applicable deadline. The applicable deadline by which the inherited IRA must be depleted by a successor beneficiary is generally the end of the 10th calendar year following the original beneficiary's death, but it may be earlier. Failure to withdraw RMDs or deplete the inherited IRA may result in an excess accumulation penalty.

BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH ON OR AFTER JANUARY 1, 2020

Any amounts remaining in this IRA at your death will be paid to your beneficiary(ies) as required under the Code and regulations.

Tax Treatment of Distributions to Beneficiaries. In general, distributions from this IRA to your beneficiary are included in your beneficiary's gross income and treated as ordinary income tax for the year in which the funds are distributed. If you have made nondeductible contributions to any of your Traditional, Traditional SEP, or Traditional SIMPLE IRAs, a portion of each distribution is nontaxable. The nontaxable amount is the pro rata portion of the distribution based on your remaining nondeductible contributions and the total value of all your Traditional, Traditional SEP, and Traditional SIMPLE IRAs. For assistance in determining the nontaxable portion, your beneficiary should consult their tax advisor, instructions to IRS Forms 1040 and 8606, and IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*. Distributions withdrawn by your beneficiary from the inherited IRA are not subject to the early distribution penalty tax.

Beneficiary Distribution Requirements. If you die on or after January 1, 2020, how quickly the assets must be withdrawn from this IRA by your beneficiary depends on the beneficiary type (i.e., an eligible designated beneficiary, noneligible designated beneficiary, a nonspouse beneficiary, or a trust beneficiary), and the timing of your death (i.e., before, on or after your required beginning date).

Beneficiary Types

Eligible Designated Beneficiary	Eligible designated beneficiary (EDB) status is determined on the date of your death. The following types of beneficiaries generally qualify as an EDB: your spouse, a disabled individual (as defined under Code section 72(m)(7) and regulations), a chronically ill individual (as defined in Code section 401(a)(9)(E)(iv) and regulations), your child who has not attained age 21, or an individual who was not born more than 10 years after your date of birth.
Noneligible Designated Beneficiary	Noneligible designated beneficiary (NonEDB) is any individual who is not an EDB.
Nonspouse Beneficiary	Nonspouse beneficiaries include nonqualified trusts (i.e., trusts that are not see-through trusts), estates, charities, and other nonspouse entities.

Beneficiary Types (continued)

See-Through Trust Beneficiary	A see-through trust beneficiary, as defined under regulations, is a trust that is valid under state law (or would be valid but for the fact that there is no corpus), is irrevocable (or becomes irrevocable upon your death), and has identifiable beneficiaries.
Applicable Multi-Beneficiary Trust	An applicable multi-beneficiary trust (AMBT) is an IRA beneficiary that is a see-through trust with multiple underlying beneficiaries with at least one beneficiary that qualifies as an EDB because of a disability or chronic illness and with no nonperson beneficiaries except for certain qualifying charitable organizations.

Beneficiary Distribution Requirements – Death Before Required Beginning Date

If you die on or after April 1 following the year you reach your RMD starting age (i.e., your required beginning date), in addition to the distribution requirements outlined below, if you do not satisfy your RMD for the year of your death, the RMD must be satisfied by your beneficiaries.

The chart below outlines the distribution requirements for each beneficiary type if you die before April 1 following the year you reach your RMD starting age (i.e., your required beginning date). This chart assumes that each beneficiary's interest in the inherited IRA funds is separately accounted for according to the regulations by no later than December 31 of the calendar year following your death. The beneficiary distribution options and requirements outlined below may be restricted, accelerated, or modified if separate accounting of each beneficiary's share is not completed by such deadline. Such beneficiaries should consult with their tax and legal counsel for advice on required distributions from the inherited IRA funds.

Note: Separate accounting may not be applied separately to the underlying beneficiaries of an IRA trust beneficiary with the exception of certain see-through trusts with terms that provide that 1) the separate interests of the underlying beneficiaries of the trust are to be divided immediately (e.g., into sub-trusts) upon the death of the IRA owner, 2) the trust that is the IRA beneficiary is terminated as of the date of death of the IRA owner's death, and 3) there is no discretion as to the extent to which the interests in the IRA are allocated.

Eligible Designated Beneficiary (Spouse)	Your spouse beneficiary may continue to maintain the inherited IRA funds in an Inherited IRA or may choose, at any time, to move the inherited IRA funds to an IRA of their own. Spouse Move to Own IRA. Your spouse beneficiary may choose, at any time, to move the inherited IRA funds to their own Traditional, Traditional SEP, or if eligible, Traditional SIMPLE IRA through a direct transfer or a rollover. If your spouse beneficiary moves the inherited funds into an IRA of their own, they will be subject to RMD rules as the IRA owner. In a transfer, inherited IRA funds are moved directly from the Inherited IRA to your spouse's own IRA. Any hypothetical RMDs must be satisfied before your spouse may elect to transfer the inherited IRA funds to their own IRA. In a rollover, your spouse beneficiary withdraws the inherited IRA funds and then deposits the funds into their own IRA as a rollover contribution, generally within 60 days. They are prohibited from rolling over a distribution of the inherited funds if they rolled over an IRA distribution that they received within the last 12 months. Note: Your spouse beneficiary may not roll over any required distributions (including hypothetical RMD amounts). If your spouse beneficiary fails to take a required distribution from the Inherited IRA or contributes additional funds to the Inherited IRA, such IRA will automatically become your spouse's own IRA. Inherited IRA Distribution Requirements. If your spouse chooses to leave the inherited funds in an Inherited IRA, they will be required to take RMDs each year as required under the rules for life expectancy payments, unless they make an election for the 10-year rule to apply. The deadline for electing the 10-year rule is the earlier of December 31 of calendar year you attained (or would have attained) RMD starting age or December 31 of the tenth calendar year following your death. If, however, your death is in the calendar year you attained (or would have attained) RMD starting age, or in the calendar year immediately following the year you attained RMD starting age, the election deadline for your spouse beneficiary is December 31 of the calendar year following your death. See "Required Distributions" in this disclosure statement for information on determining your RMD starting age. Life Expectancy Payments: The rules for life expectancy payments require your spouse beneficiary to withdraw an RMD each year beginning in the later of the calendar year following your death or the calendar year in which you attained (or would have attained) RMD starting age. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the Inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator (using the Uniform Lifetime Table or the Single Life Table, as applicable) is that which corresponds to the age your spouse attains on their birthday in the distribution year. The Uniform Lifetime Table is used if the spouse beneficiary's first distribution year is in 2024 or later and the Single Life Table is used if the spouse beneficiary's first distribution year was before 2024. The RMD is the minimum amount required to be withdrawn each year; your spouse beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance. 10-Year Rule: The 10-year rule requires depletion of the inherited IRA funds by the end of the tenth calendar year following your death. If your spouse beneficiary elects to take distributions from the Inherited IRA in accordance with the 10-year rule, because your death is before your required beginning date, they are not subject to RMDs each year.
Eligible Designated Beneficiary (Nonspouse)	Your nonspouse beneficiary who qualifies as an EDB will be required to take RMDs each year as required under the rules for life expectancy payments, unless they make an election for the 10-year rule to apply. The deadline for electing the 10-year rule is December 31 of the calendar year following your death. Life Expectancy Payments: The rules for life expectancy payments require the nonspouse EDB to withdraw an RMD each year beginning in the calendar year following your death. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the Inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. For the first distribution year, the applicable denominator (using the Single Life Table) is that which corresponds to the age the nonspouse EDB attains on their birthday in the calendar year following the year of your death. Once the applicable denominator is determined for the first distribution year, it is reduced by one in each succeeding year. The RMD is the minimum amount required to be withdrawn each year; the EDB may always withdraw an additional amount, including a lump-sum distribution of the remaining balance. If your child, who is under age 21 at the time of your death, takes distributions in accordance with life expectancy payments rules, they must generally deplete the entire Inherited IRA by December 31 of the year they attain age 31. However, this depletion deadline does not apply if your child also qualifies as an EDB due to a disability or chronic illness. 10-Year Rule: The 10-year rule requires depletion of the inherited IRA funds by the end of the tenth calendar year following your death. If an EDB elects to take distributions from the Inherited IRA in accordance with the 10-year rule, because your death is before your required beginning date, they are not subject to RMDs each year.
Noneligible Designated Beneficiary	Your nonEDB is required to take distribution of the Inherited IRA under the 10-year rule. The 10-year rule requires depletion of the inherited IRA funds by the end of the tenth calendar year following the year of your death. During the 10-year period, they are not subject to a distribution requirement each year because your death is before your required beginning date.
Nonperson Beneficiary	Your nonperson beneficiary is required to take distribution of the Inherited IRA under the 5-year rule. The 5-year rule requires depletion of the Inherited IRA by the end of the fifth calendar year following your death. Nonperson beneficiaries taking distributions in accordance with the 5-year rule are not subject to a distribution requirement each year.
See-Through Trust Beneficiary (including Applicable Multi-Beneficiary Trust)	Your see-through trust beneficiary must deplete the Inherited IRA in accordance with the Code and regulations under either the 10-year rule or, if applicable, under the life expectancy payments option. Beneficiary distribution options and requirements for a see-through trust depend on which underlying beneficiaries of the see-through trust are treated as designated as a beneficiary under the IRA and the status of each of those beneficiaries. Note: Due to the complexity of determining which underlying trust beneficiaries are treated as designated under the IRA for purposes of determining the distribution requirements/options or if a trust is an AMBT, trustees of a see-through trust should seek assistance from a competent tax or legal advisor.

Beneficiary Distribution Requirements – Death On or After Required Beginning Date

If you die on or after April 1 following the year you reach your RMD starting age (i.e., your required beginning date), in addition to the distribution requirements outlined below, if you do not satisfy your RMD for the year of your death, the RMD must be satisfied by your beneficiaries.

The chart below outlines the distribution requirements for each beneficiary type if you die on or after April 1 following the year you reach your RMD starting age (i.e., your required beginning date). This chart assumes that each beneficiary's interest in the inherited IRA funds is separately accounted for according to the regulations no later than December 31 of the year following the year of your death. The beneficiary distribution options and requirements outlined below may be restricted, accelerated, or modified if separate accounting of each beneficiary's share is not completed by such deadline. Such beneficiaries should consult with their tax or legal counsel for advice on required distributions from the inherited IRA funds.

Note: *Separate accounting may not be applied separately to the underlying beneficiaries of an IRA trust beneficiary with the exception of certain see-through trusts with terms that provide that 1) the separate interests of the underlying beneficiaries of the trust are to be divided immediately (e.g., into sub-trusts) upon the death of the IRA owner, 2) the trust that is the IRA beneficiary is terminated as of the date of death of the IRA owner's death, and 3) there is no discretion as to the extent to which the interests in the IRA are allocated.*

Eligible Designated Beneficiary (Spouse)	Your spouse beneficiary may continue to maintain the inherited IRA funds in an Inherited IRA or may choose, at any time, to move the inherited IRA funds to an IRA of their own. Spouse Move to Own IRA. Your spouse beneficiary may choose, at any time, to move the inherited IRA funds to their own Traditional, Traditional SEP, or if eligible, Traditional SIMPLE IRA through a direct transfer or a rollover. If your spouse beneficiary moves the inherited funds into an IRA of their own, they will be subject to RMD rules as the IRA owner. In a transfer, inherited IRA funds are moved directly from the Inherited IRA to your spouse's own IRA. In a rollover, your spouse beneficiary withdraws the inherited IRA funds and then deposits the funds into their own IRA as a rollover contribution, generally within 60 days. They are prohibited from rolling over a distribution of the inherited funds if they rolled over an IRA distribution that they received within the last 12 months. Note: <i>Your spouse beneficiary may not roll over any required distributions.</i> If your spouse beneficiary fails to take a required distribution from the Inherited IRA or contributes additional funds to the Inherited IRA, such IRA will automatically become your spouses' own IRA. Inherited IRA Distribution Requirements. If your spouse beneficiary chooses to leave the inherited funds in an Inherited IRA, they must take RMDs each year beginning in the calendar year following your death. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the Inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator is derived from either the Uniform Lifetime Table or the Single Life Table. If you die in 2023 or a later year, while your spouse is alive, the applicable denominator is equal to the <i>longer</i> of the applicable denominator that corresponds to the age your spouse beneficiary attains on their birthday in the distribution year using the Uniform Lifetime Table, or the applicable denominator that corresponds to the age you attained (or would have attained) on your birthday in the year of your death using the Single Life Table, reduced by one for each calendar year that has elapsed since the year of your death. If you die in 2020, 2021 or 2022, while your spouse is alive, the applicable denominator is equal to the <i>longer</i> of that which corresponds to the age your spouse beneficiary attains on their birthday in the distribution year using the Single Life Table, or the age you attained (or would have attained) on your birthday in the year of your death using the Single Life Table, reduced by one for each calendar year that has elapsed since the year of your death. The RMD is the minimum amount that must be withdrawn each year; your spouse beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance.
Eligible Designated Beneficiary (Nonspouse)	Your nonspouse beneficiary who qualifies as an EDB must take RMDs each year beginning in the calendar year following your death. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the Inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator for the first distribution year is the <i>longer</i> of the applicable denominator (using the Single Life Table) that corresponds to the age the beneficiary attains on their birthday in the distribution year, or the applicable denominator that corresponds to the deceased IRA owner's age on their birthday in the year of their death, reduced by one. Once the applicable denominator is determined for the first distribution year, it is reduced by one in each succeeding year. The RMD is the minimum amount that must be withdrawn each year; your beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance. If your nonspouse EDB is your child who was not yet 21 years of age at the time of your death, in addition to taking the RMDs each year, they must also generally deplete the entire Inherited IRA by December 31 of the year they attain age 31. However, this depletion deadline does not apply if your child also qualifies as an EDB due to a disability or chronic illness.
Noneligible Designated Beneficiary	Your nonEDB must withdraw RMDs each year beginning in the calendar year following your death. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator for the first distribution year is the applicable denominator that corresponds to the age the beneficiary attains on their birthday in that calendar year of your death on the Single Life Table. Once the applicable denominator is determined for the first distribution year, it is reduced by one in each succeeding year. The RMD is the minimum amount that must be withdrawn each year; your beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance. In addition to withdrawing the RMD each year, your nonEDB is also required to withdraw the entire interest in the Inherited IRA no later than December 31 of the tenth calendar year following your death.
Nonperson Beneficiary	Your nonperson beneficiary must withdraw RMDs each year beginning in the calendar year following your death. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator is that which corresponds to the deceased IRA owner's age on their birthday in the year of their death on the Single Life Table, reduced by one for each calendar year that has elapsed after the year of the IRA owner's death. The RMD is the minimum amount that must be withdrawn each year; your beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance.
See-Through Trust Beneficiary (Including Applicable Multi-Beneficiary Trust)	Your see-through trust beneficiary must withdraw RMDs each year beginning in the calendar year following your death. The RMD is the minimum amount that must be withdrawn each year; your beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance. To determine the amount of the RMD for a given year, the IRA balance (i.e., generally the fair market value of the inherited IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator depends on which underlying beneficiaries of the see-through trust are treated as designated as a beneficiary under the IRA and the status of each of those beneficiaries. Depending on which underlying beneficiaries of the see-through trust are treated as designated as a beneficiary under the IRA and the status of each of those beneficiaries, the see-through trust beneficiary may also be required to withdraw the entire interest in the inherited IRA by the applicable deadline. The applicable deadline by which the inherited IRA must be depleted by your see-through trust beneficiary is generally the end of the tenth calendar year following your death or earlier, depending on the circumstances. Note: <i>Due to the complexity of determining which underlying trust beneficiaries are treated as designated under the IRA for purposes of determining the distribution requirements/options or if a trust is an AMBT, trustees of a see-through trust should seek assistance from a competent tax or legal advisor.</i>

Excess Accumulation Penalty. Except for certain spouse beneficiaries, if the beneficiary does not withdraw the amount required to be distributed for a given year, they may be subject to an excess accumulation penalty tax. While the excess accumulation penalty is 25% of the amount not distributed as required, it may generally be reduced to 10% for beneficiaries who take a corrective distribution and submit a modified federal income return within the applicable correction window. The correction window begins on the date the excess accumulation penalty is incurred and, generally, ends on the last day of the second tax year following year in which the penalty was incurred. (This window could end earlier if a notice of deficiency is mailed, or the penalty tax is assessed.) The beneficiary must report the excess accumulation penalty tax by filing a completed Form 5329 with the IRS along with

their payment. Beneficiaries should consult a tax or legal advisor for the correction window applicable to their specific circumstances, as well as for information on other penalty waivers.

For taxable years beginning on or after January 1, 2025, if the year-of-death RMD is not satisfied by December 31 of your year of death, your beneficiary(ies) may qualify for an automatic waiver from the excess accumulation penalty if the year-of-death RMD amount is withdrawn by December 31 of the year following your year of death (or, if later, the beneficiary's tax return due date for your year of death, including extensions). In addition, certain beneficiaries may also qualify for an automatic waiver from the excess accumulation penalty for year-of-death RMD amounts for tax years beginning before January 1, 2025.

Note: Under some circumstances, a spouse beneficiary who does not take a required beneficiary distribution, including a year-of-death RMD, by the applicable deadline may be deemed to have made an election to treat the inherited IRA as their own IRA.

Required Distributions to Successor Beneficiaries. Following the death of your beneficiary, required distributions, which may include a distribution each year or the depletion of the entire inherited IRA by the applicable deadline, must be withdrawn by the successor beneficiary(ies) as required by the Code and regulations. The applicable deadline by which the inherited IRA must be depleted by a successor beneficiary is generally the end of the 10th calendar year following your beneficiary's death, but it may be earlier, depending on the circumstances. Failure to withdraw required distributions or to deplete the inherited IRA may result in an excess accumulation penalty as described above.

WITHHOLDING

Nonperiodic distributions from your this IRA are generally subject to 10% federal income tax withholding. In most cases, you may elect to waive withholding or to elect another amount to be withheld from distributions from this IRA. Any amounts withheld are remitted to federal depositories as prepayment of your federal income tax liability. If you elect to not have withholding apply, or if you do not have enough federal income tax withheld from the IRA distribution, you may be responsible for payment of estimated tax. You may be subject to penalties under the estimated tax rules if withholding and estimated tax payments are not sufficient. In addition to federal income tax withholding, distributions from this IRA may also be subject to state income tax withholding.

CORRECTION OF EXCESS TRADITIONAL IRA CONTRIBUTIONS

Any amount you contribute for a tax year that exceeds the allowable contribution amount is an excess contribution and is subject to a 6% penalty tax each year it remains in the IRA. You may avoid the penalty tax if you remove the excess contribution, along with the net income attributable to the excess, before your tax return due date, plus extensions. For assistance in calculating the net income attributable to an excess contribution using an IRS-approved method, refer to Treasury regulation 1.408-11, IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, and your tax advisor. The net income must be included in your taxable income.

To correct an excess contribution after your tax filing due date (plus extensions), you may withdraw the excess amount (no earnings need to be withdrawn). Alternatively, if you are eligible to contribute for a subsequent year, you may correct the excess amount by redesignating the excess amount to a subsequent year. To redesignate a contribution, you under-contribute for a subsequent year and claim the original contribution amount when you file your income tax return for that subsequent year. The original amount is either deducted on Form 1040 or claimed as a nondeductible contribution on Form 8606. Regardless of which method you use to correct the excess after your tax return due date, plus extensions, the 6% penalty is required for each year it remains in the IRA as an excess contribution.

CORRECTION OF EXCESS TRADITIONAL SEP CONTRIBUTIONS

An excess may be created from your salary deferrals (in a SARSEP) or from your employer's contributions and must be corrected.

PROHIBITED TRANSACTIONS

If you or your beneficiaries engage in a prohibited transaction with the IRA, the entire IRA will be disqualified and treated as a distribution. If you are under the age of 59½, the 10% early distribution penalty tax may apply. Prohibited transactions are defined in Code section 4975. Examples include borrowing money from the IRA, selling property you own to the IRA, receiving unreasonable compensation for managing the IRA, or buying property with IRA funds for your personal use.

USING YOUR IRA AS SECURITY FOR A LOAN

If you or your beneficiaries pledge all or part of this IRA as security for a loan, the amount pledged is treated as a distribution. If you are under the age of 59½, the amount pledged may also be subject to the 10% early distribution penalty tax.

INHERITED TRADITIONAL IRA

Contributions to Inherited Traditional IRAs. Except for employer retirement plan-to-inherited IRA rollovers, qualifying inherited IRA-to-inherited IRA transfers and rollovers, and certain recharacterized contributions from inherited Roth IRAs, no other contribution types are allowed to be contributed to the inherited IRA, unless defined as allowable under the Code or regulations and allowed by the Custodian's policies. Spouse beneficiaries, nonspouse beneficiaries, and see-through trust beneficiaries (that qualify as a designated beneficiary) may roll over eligible assets from a deceased participant's qualifying employer retirement plan(s) to this inherited IRA. Rollovers to this inherited IRA by a spouse beneficiary may be rolled over either directly or indirectly. Nonspouse beneficiaries and see-through trust beneficiaries (that qualify as designated beneficiaries) must be sent directly from the plan administrator to the inherited IRA Custodian. Qualifying employer retirement plans include qualified plans (e.g., 401(k) plans or profit-sharing plans), governmental 457(b) plans, the Federal Thrift Savings Plan, 403(b) arrangements, and 403(a) arrangements. Amounts that may not be rolled over include any RMDs (including hypothetical RMDs) and certain other ineligible amounts. If a potential overpayment has been directly rolled over to an inherited IRA, the inherited IRA owner may be able to contest the plan sponsor's recouping such overpayment to determine whether it is proper. While the inherited IRA owner contests the efforts to recoup, the IRA Custodian will usually retain the contested assets pending the outcome of the recoupment effort. If the payment is found to be an overpayment, such overpayment will be paid to the distributing employer retirement plan. A wrongful IRS levy of assets from an inherited IRA, plus the interest on such amount that is returned to the taxpayer, may be rolled over to an inherited IRA by the tax return deadline (not including extensions) for the year the assets are returned.

Distributions to Inherited IRA Owners. Beneficiary distributions from inherited IRAs must continue as required by the Code and regulations.

See "BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH BEFORE JANUARY 1, 2020" and "BENEFICIARY DISTRIBUTIONS – IRA OWNER'S DEATH ON OR AFTER JANUARY 1, 2020" in this disclosure statement for more information.

Qualified Charitable Distributions from Inherited IRA. If the inherited IRA owner of this inherited IRA is age 70½ or older, they may be eligible to make a qualified charitable distribution (QCD) from the inherited IRA. A QCD will count toward their RMD for the inherited IRA. See "Qualified Charitable Distributions" in this disclosure statement for more information.

Qualified Health Savings Account (HSA) Funding Distribution from Inherited. If the inherited IRA owner of this inherited IRA is an HSA-eligible individual, they may be eligible to complete a qualified HSA funding distribution from this inherited IRA to their HSA. See "Qualified Health Savings Account (HSA) Funding Distribution" in this disclosure statement for more information.

MISCELLANEOUS

Disaster Relief. If you are affected by certain federally declared disasters, you may be eligible for extended deadlines to complete certain time-sensitive acts (e.g., contributions, rollovers, recharacterizations, or correction of certain excess contributions). For detailed information about special IRA rules related to specifically declared disasters, refer to Treasury regulation 301.7508A-1(c)(1), Revenue Procedure 2018-58, or the IRS website at www.irs.gov.

Nonforfeitable plan. Your interest in this IRA is nonforfeitable at all times.

Custodian. The Custodian of this IRA must be a bank, a federally insured credit union, a savings and loan association, a corporation that is incorporated under the laws that it is domiciled in (and is subject to supervision and examination by the Commissioner of Banking or other officer of such state in charge of the administration of the banking laws of such state), or an entity approved by the IRS to act as custodian.

Investment Restrictions. Money in this IRA may not be used to buy a life insurance policy or invested in collectibles as defined in Code section 408(m). However, specially minted United States gold and silver coins, and certain state-issued coins, are permissible investments. Platinum coins and certain gold, silver, platinum, or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as IRA investments.

No Commingling. Assets in this IRA may not be combined with other property, except in a common trust fund or common investment fund.

Tax-Deferred Earnings. The earnings on this IRA balance accumulate tax-deferred, meaning that they are not taxable until distributed from the IRA.

Estate Tax. Generally, for federal estate tax purposes, your IRA assets are includable in your gross estate when you die. Consult your tax or legal advisors for specific guidance.

Tax Filing. You are responsible for filing the applicable IRS forms to report certain activities, taxable income, or penalties associated with your IRA.

IRS Form. This IRA uses the precise language of Articles I-VII of IRS Form 5305-A, and therefore Articles I – VII are treated as approved by the IRS.

Additional language has been included as permitted by such form. The IRS approval represents a determination as to form of this Agreement and not to the operation of the account.

Additional Information. Additional information about the rules and options regarding your IRA may be found in IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, the instructions to the IRS forms, and on the IRS website at www.irs.gov.

NOTES

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