

Form CRS Disclosure for GuideStone Financial Services

GuideStone Financial Services® (GSFS) is registered with the Securities and Exchange Commission (SEC) as a broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA). Our affiliate GuideStone Advisors, LLC, (GSA) provides investment advisory services, which may be reviewed in the [GuideStone Advisors Form CRS](#). Brokerage and investment advisory services and fees differ, and it is important that you understand the differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisors and investing.

What investment services and advice can you provide me?

GSFS offers limited brokerage services to retail investors for the buying and selling of mutual funds offered by GuideStone Funds®. GuideStone Funds provides investment options across most major asset classes. GuideStone Funds applies an investment policy designed to uphold biblical values through the support of the sanctity of life, family, stewardship, health and safety. Therefore, GuideStone Funds does not invest in any company publicly recognized as being in the alcohol, tobacco, gambling, pornography or abortion industries or any company whose products, services or activities are publicly recognized as being incompatible with the moral and ethical posture of GuideStone®. GSFS does not provide buying and selling services or recommendations for investments other than GuideStone Funds. Therefore, you will be limited in your opportunity to purchase investments other than GuideStone Funds, including other mutual funds or securities that are available to you through other firms.

GuideStone Funds offers individual and joint investment accounts as well as Traditional Individual Retirement Accounts (IRAs) and Roth IRAs. Each fund requires a \$1,000 minimum balance, which may limit the diversity of your investments. For additional information about GuideStone Funds, please visit [GuideStoneFunds.com](https://www.guidestonefunds.com) or request a GuideStone Funds prospectus from your GSFS representative.

Investment Recommendations: Upon your request, GSFS will provide you as an investor a “point-in-time” recommended [investment allocation](#) of GuideStone Funds consistent with your best interest, investment profile, objective and risk tolerance. This means the recommended allocation applies only at the time of your request and is limited to the current information you provide and to the available GuideStone Funds. You alone bear the ultimate decision to purchase or sell an investment recommended by GSFS. GSFS will not make a decision to purchase or sell on your behalf. After we provide the initial recommendation, we do not provide services such as ongoing account monitoring or updates to your profile, objectives or risk tolerance without your initiation. Again, you alone bear responsibility to monitor your investments and make appropriate adjustments if you desire to maintain the recommended allocation. It is also your responsibility to request a new recommendation from GSFS if changes occur to your investment profile, risk tolerance or investment objective.

Account Recommendations: GSFS and its representatives do not make account recommendations, including, but not limited to, recommendations to roll over or transfer assets from a workplace retirement plan to an IRA, recommendations to open a particular securities account (such as brokerage or advisory accounts), or recommendations to take a plan distribution for the purpose of opening a securities account.

Investment Advice: GSFS is not an investment advisor and does not provide investment advice. GSA, an affiliate of GSFS, is an investment advisor that provides investment advice separate from any investment recommendation services offered by GSFS. If you desire more information about the advice services offered by GSA, we will assist you in contacting a GSA registered investment advisor representative. It is important that you understand the differences between investment advisory services and fees and brokerage services and fees. Free, simple tools and educational materials about the differences and services of investment advisors and broker-dealers are available at [Investor.gov/CRS](https://investor.gov/CRS).

CONVERSATION STARTERS. Ask your financial professional — (1) Given my financial situation, should I choose a brokerage service? Why or why not? (2) How will you choose investments to recommend to me? (3) What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

What fees will I pay?

You will not pay a commission or other transaction-related fee for any transaction we execute at your direction for any investment recommendation provided by GSFS. You will, however, pay a proportionate share of the management fees and expenses of the GuideStone Funds you purchase. Some of the fees and expenses you pay in GuideStone Funds pass through to our affiliates. These affiliates bear the majority of the salaries and expenses of our firm. We depend on these revenues and other resources to fund our operations. IRAs will pay an annual custodial maintenance fee of \$15. For

June 1, 2020

additional information and to understand more about the fees and expenses you will pay through an investment in GuideStone Funds, review the “[Annual Fund Operating Expenses](#)” section of the GuideStone Funds website.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what [fees](#) and costs you are paying.

CONVERSATION STARTER. Ask your financial professional — Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?

When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide you. Here are some examples to help you understand what this means:

The salaries and expenses of GSFS are funded in part by the management fees you will pay through an investment in the proprietary products of our affiliate GuideStone Funds. The management fees vary by fund. The recommendation you receive may include a fund that has higher management fees (based on management complexity and other issues of a fund) than the management fees of other funds available in your account. Please be aware that in instances where the tool suggests a fund-of-funds solution, such as a Target Date Fund or Target Risk Fund(s), you will incur additional expenses compared with investing directly in the underlying Funds contained in the fund-of funds solution. In addition to fees paid to GSFS’ affiliates by the GuideStone Funds, GSFS personnel may also be invested personally in the Funds that are recommended. As a result, they may benefit like all shareholders from the added stability and positive effects afforded by new fund inflows when GSFS’ clients invest in the GuideStone Funds. Our representatives receive an incentive based in part on the total annual assets contributed or transferred into the retail accounts we service. This dependence on the management fees you pay through GuideStone Funds and the incentives earned by our representatives for acquiring additional assets presents a conflict of interest for our representatives to recommend investment products based on the source of their compensation rather than on your needs. GSFS has developed policies and procedures to address conflicts that arise from this relationship.

GSFS is also supported through revenues received by our other affiliates unrelated to the services or products you receive through your brokerage account with GSFS. These other revenues do not present a conflict in the recommendations you receive from GSFS.

CONVERSATION STARTER. Ask your financial professional — How might your conflicts of interest affect me, and how will you address them? For additional information on the fees you pay, please review the “[Annual Fund Operating Expenses](#)” section of the GuideStone Funds website and the [Regulation Best Interest \(Reg BI\) Disclosure](#).

How do your financial professionals make money?

Our professionals receive compensation in the form of a base salary and an incentive payment that is based, in part, on the overall performance of our affiliates and the amount of assets clients contribute or roll over into the retail and other accounts held and serviced by us and our affiliates. This incentive creates a conflict for our representatives to recommend contributions and transfers to GSFS and our affiliates based on their incentive opportunities rather than your needs.

Do your financial professionals have legal or disciplinary history?

Yes. Visit Investor.gov/CRS for a free and simple search tool to research us and our financial professionals.

CONVERSATION STARTER. Ask your financial professional — As a financial professional, do you have any disciplinary history? For what type of conduct?

Additional Information

For additional information about our services, visit GuideStone.org or GuideStoneFunds.com or view the [Regulation Best Interest \(Reg BI\) Disclosure](#). Review the background of GuideStone Financial Services on [FINRA’s Broker Check](#). If you would like additional, up-to-date information or a copy of this disclosure, please call 1-888-473-8637.

CONVERSATION STARTER. Ask your financial professional — Who is my primary contact person? Is he or she a representative of an investment advisor or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me? Visit Investor.gov/CRS for a free and simple search tool to research us and our financial professionals.

Form CRS Disclosure for GuideStone Advisors, LLC

GuideStone Advisors, LLC (GSA) is registered with the Securities and Exchange Commission (SEC) as an investment advisor. Brokerage and investment advisory services and fees differ, and it is important you understand the differences. Our affiliate GuideStone Financial Services® provides limited brokerage services, which may be reviewed in the [GuideStone Financial Services Form CRS](#). Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/crs), which also provides educational materials about broker-dealers, investment advisors and investing.

What investment services and advice can you provide me?

We offer two levels of investment advisory services to retail investors for accounts of any size: **GPS: Guided Planning Services®** (GPS) and **GuideStone Personal Advisory Services®** (GPAS). GPS is a nondiscretionary service that provides advice on a point-in-time basis, while GPAS is a discretionary, ongoing managed account service. Both services include an assessment of your financial needs and profile, which are used to develop your goals and identify strategies to address financial gaps. GSA then uses this information to develop either a retirement-focused plan, using GPS, or a more comprehensive financial plan, using GPAS, which would include a written investment strategy based on GSA's model portfolios.

GPS: Guided Planning Services (GPS) focuses on developing your financial retirement plan by estimating your retirement income needs, determining your goals, establishing a savings plan and developing an investment strategy. GPS does not provide a comprehensive financial plan. GPS offers a point-in-time service, meaning the plan we provide applies only at the time of your request and is limited to your profile, goals, assets, investment options and estimated retirement needs at that time. The decision to enact the plan or purchase or sell any investments is yours alone. The services provided by GPS do not include GSA monitoring your investments or maintaining your profile. You bear the responsibility to monitor your investments and make any necessary adjustments to maintain the plan or to request a new plan if your needs, profile or goals change. There is no minimum account balance required for GPS.

GuideStone Personal Advisory Services (GPAS) provides a more comprehensive financial plan than what is offered under GPS, including discretionary, ongoing managed account services. Your financial plan will be proactively managed and monitored by your advisor, and the discretionary authority will enable GSA to process transactions among current or new investment options without requiring your involvement in order to maintain your agreed-upon written investment strategy. There is no minimum account balance required for GPAS.

Advice Limitations: There is no guarantee you will meet your financial goals through the services provided by GSA, even if you implement our advice. GSA does not provide tax, legal, insurance or estate planning advice. The model portfolios we provide for your investment strategy consist primarily of GuideStone Funds® and/or the Capital Preservation Fund (collectively known as Affiliated Funds) and other mutual funds (Unaffiliated Funds) if available to you. GSA, its affiliates and its representatives have a financial interest in recommending Affiliated Funds. However, clients are under no obligation to purchase Affiliated Funds. Other similar funds may be available with the same or better performance as well as lower expenses, from which GSA, its affiliates and its representatives receive no funding whatsoever.

CONVERSATION STARTERS. Ask your financial professional — (1) Given my financial situation, should I choose an investment advisory service? Why or why not? (2) How will you choose investments to recommend to me? (3) What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

For additional information, please see the [GSA Brochure, Form ADV Part 2A, Items 4 and 7](#).

What fees will I pay?

When you own the Affiliated Funds, you pay a proportionate share of their management fees and expenses. Some of the management fees pass through to our affiliates for advisory services to the Funds. If you enroll in GPAS, you will also pay a separate tiered asset-based advisory fee. The GPAS advisory fee is calculated as a percentage of each tier of your managed assets. You will be charged higher fees on lower tiers and lower fees on higher tiers. The GPAS advisory fee is offset by the amount of management fees you pay our affiliates through your ownership of the Affiliated Funds in your advisory account. If you utilize GPAS, the more assets there are in your advisory account, the more you will pay us. Therefore, we have an incentive to increase the assets in your account in order to increase our fees. We will deduct the GPAS advisory fee each quarter even if we do not buy or sell any investments on your behalf. You will not pay a separate asset-based advisory fee for GPS. You will not incur, and GSA and its affiliates will not be paid, any brokerage commissions or other transaction-related fees in connection with any transactions undertaken to implement GSA's advice.

June 1, 2020

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

CONVERSATION STARTER. Ask your financial professional — Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

For additional information, please see our [Form ADV Item 5. E.](#) and the [GSA Brochure, Form ADV Part 2A, Item 5](#) and the “Annual Fund Operating Expenses” section of the Funds’ prospectus of the Affiliated Funds in our [GuideStone Funds Disclosures](#).

What are your legal obligations to me when acting as my investment advisor? How else does your firm make money and what conflicts of interest do you have?

When we act as your investment advisor, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means:

Our affiliates bear the majority of the expenses of GSA. We depend on these revenues and other resources to fund our operations. These revenues include the management fees you pay through an investment in the Affiliated Funds. The management fees vary by fund and present an incentive to recommend Funds with a higher fee. This dependence on the fees you pay through the Affiliated Funds presents a conflict of interest for our investment advisor representatives to provide advice based on the source of their compensation rather than on your needs. GSA has developed policies and procedures to address these conflicts. GSA is also supported through revenues received by our other affiliates unrelated to the advice you receive through a relationship with GSA. These other revenues do not present a conflict in the advice you receive from GSA.

CONVERSATION STARTER. Ask your financial professional — How might your conflicts of interest affect me, and how will you address them?

For additional information, please see our [GSA Brochure, Form ADV Part 2A, Items 10 and 11](#).

How do your financial professionals make money?

Our advisors receive compensation in the form of a base salary along with incentive payments based on the number of GPAS clients they serve and the overall performance of GSA and our affiliates, including, in part, the total annual amount of assets clients contribute or transfer into accounts held and serviced by GSA and our affiliates. These incentives create conflicts for advisors to recommend GPAS rather than GPS, for which they earn no additional compensation, and to recommend contributions and transfers to GSA affiliates based on their incentive opportunities rather than your needs.

Do your financial professionals have legal or disciplinary history?

No. Visit [Investor.gov/CRS](https://www.investor.gov/crs) for a free and simple search tool to research us and our financial professionals.

CONVERSATION STARTER. Ask your financial professional — As a financial professional, do you have any disciplinary history? For what type of conduct?

For additional information about our advisors, please see the [GSA Brochure](#).

Additional Information

For additional information about our services and products, see our [GSA Brochure](#) and visit [GuideStone.org](https://www.GuideStone.org) and [GuideStoneFunds.com](https://www.GuideStoneFunds.com). If you would like additional, up-to-date information or a copy of this disclosure, please call 1-888-473-8637.

CONVERSATION STARTER. Ask your financial professional — (1) Who is my primary contact person? Is he or she a representative of an investment advisor or a broker-dealer? (2) Who can I talk to if I have concerns about how this person is treating me?

IRA APPLICATION KIT

Need help? Customer solutions specialists are ready to assist you. Please call **1-888-GS-FUNDS** (1-888-473-8637) Monday through Friday, from 7 a.m. to 6 p.m. CST.

TRADITIONAL AND ROTH IRA APPLICATION AND ADOPTION AGREEMENT INSTRUCTIONS

Please complete the *Traditional and Roth Individual Retirement Account (IRA) Application and Adoption Agreement* (the "Application") to establish your IRA account. The applicant's name must be that of an individual, not a business or trust. If you are opening an IRA for your spouse, your spouse must complete a separate Application. Please read the Traditional IRA or Roth IRA Disclosure Statement carefully or consult Internal Revenue Service ("IRS") *Publication 590* for IRA eligibility requirements and contribution restrictions.

References to the "Custodian", "we" or "us" mean BNY Mellon Investment Servicing Trust Company.

The maximum allowable contribution to your IRAs (deductible, non-deductible and Roth) for each tax year is the lesser of (a) the contribution limit for the given tax year (\$7,000 for 2024 and 2025) or (b) 100% of your earned income. For those who have attained the age of 50 before the close of the taxable year, the annual IRA contribution limit increases by \$1,000 (for 2024 and 2025) and is known as a "catch-up contribution".

MAKING AN IRA CONTRIBUTION ON BEHALF OF YOUR SPOUSE

If you have earned compensation, are married and file a joint federal income tax return, you may make an IRA contribution on behalf of your working or non-working spouse. The total annual contribution limit for both IRAs may not exceed the lesser of the combined compensation of both spouses or the annual IRA contribution limits as set forth by the IRS. Contributions made on behalf of a spouse must be made to a separate IRA account established by your spouse.

Any contribution made to your IRA will be treated as a contribution for the year it is received, unless the contribution is made between January 1 and the April 15 postmark deadline and you have identified the contribution as a prior-year contribution. For tax years after 2024, the above limits may be subject to IRS cost-of-living adjustments, if any. Please read the *Traditional and Roth Individual Retirement Account (IRA) Combined Disclosure Statement* carefully or consult IRS *Publication 590* or a qualified tax professional for more information about eligibility requirements and contribution restrictions.

The minimum initial investment to establish a GuideStone Funds IRA is \$1,000, however, you may open the Money Market Fund with a minimum initial investment of \$100.

PLEASE MAKE CHECKS PAYABLE TO GUIDESTONE FUNDS®.

Contributions to your IRA may be invested in mutual funds pursuant to the Mutual Fund Option. (See "Description of Available Options for Your Contributions" in the *Traditional and Roth Individual Retirement Account (IRA) Combined Disclosure Statement*.)

Prospectus for the mutual funds available through GuideStone Funds (the "Funds") may be obtained by calling 1-888-473-8637. Before investing in a Fund, please be sure to read carefully the prospectus for that Fund.

All portions of the *Traditional and Roth Individual Retirement Account (IRA) Application and Adoption Agreement* are binding on you, so you are encouraged to read all portions of it, in particular the "Description of Available Options for Your Contributions", the applicable Custodial Account Agreement and "Terms and Conditions" on the signature page of the Application.

TRUSTEE-TO-TRUSTEE TRANSFERS AND ROLLOVERS

If you are establishing an IRA account to accept a transfer or rollover, be sure to check the appropriate box on the Application. To transfer your current IRA directly to your GuideStone Funds IRA, please complete a *GuideStone Funds Individual Retirement Account (IRA) Transfer of Assets/Direct Rollover Form*. To certify a rollover from an IRA or a qualified retirement plan, please complete the Certification of Rollover Assets. Participant-directed rollovers must be completed within 60 calendar days.

PLEASE MAIL YOUR COMPLETED APPLICATION TO:

First Class Mail:

GuideStone Funds
PO Box 534446
Pittsburgh, PA 15253-4446

Overnight Address:

GuideStone Funds
Attention: 534446
500 Ross Street, 154-0520
Pittsburgh, PA 15262
1-888-GS-FUNDS (1-888-473-8637)

TRADITIONAL AND ROTH INDIVIDUAL RETIREMENT ACCOUNT (IRA) APPLICATION AND ADOPTION AGREEMENT

1. PARTICIPANT INFORMATION

Name: _____ Daytime telephone: _____
Street address (required): _____ Cell phone: _____
City: _____ State: _____ ZIP code: _____
Social Security number: _____ Date of birth: _____
Mailing address/P.O. Box: _____
City: _____ State: _____ ZIP code: _____
Responsible individual (If minor IRA): _____ Social Security number: _____
Email address (optional): _____

2. TYPE OF IRA

☐ Traditional IRA ☐ Roth IRA

If this is an inherited IRA, please provide:

Decedent name: _____

Decedent date of birth: _____ Decedent date of death: _____

Beneficiary's relationship to deceased ☐ Nonspouse ☐ Spouse

If spouse, register my IRA as a/an: ☐ Beneficiary IRA ☐ IRA in my name.

3. INVESTMENT INSTRUCTIONS

Regular contribution for noted tax year:

Current year: \$ _____ Prior year: \$ _____ (January 1–April 15 only)

Other source (check one):

Indirect rollover – (Please attach the *Rollover Certification Form*.)

- ☐ Distribution made payable to you of all or part of your account balance from another Traditional IRA, 401(k), 403(b), 457 plan or other qualified retirement plan (excluding a designated Roth contribution account) to a Traditional IRA
- ☐ Distribution made payable to you of all or part of your account balance from another Roth IRA or designated Roth contribution account to a Roth IRA
- ☐ Distribution made payable to you of all or part of your account balance from a Traditional IRA or tax-sheltered assets in a 401(k), 403(b), 457 plan or other qualified retirement plan to a Roth IRA

Transfer of assets/rollover – (Please attach the *GuideStone Funds Individual Retirement Account (IRA) Transfer of Assets/Direct Rollover Form*.)

- ☐ Traditional IRA transfer of assets held at another institution
- ☐ Roth IRA transfer of assets held at another institution
- ☐ Direct rollover from a 401(k), 403(b), or 457 plan or other qualified plan (excluding a designated Roth contribution account) to a Traditional IRA
- ☐ Direct rollover from a designated Roth contribution account to a Roth IRA

Conversions or recharacterizations

- ☐ Conversion from a Traditional IRA or tax-sheltered assets from a 401(k), 403(b), 457 plan or other qualified retirement plan to a Roth IRA (Please complete the *IRA Conversion Form*.)
- ☐ Recharacterization from a Traditional IRA or Roth IRA to another Roth or Traditional IRA (Please complete the *IRA Recharacterization Form*.)



Continued on next page

GuideStone Funds
1-888-GS-FUNDS (1-888-473-8637)

PO Box 534446
Pittsburgh, PA 15253-4446

4. INVEST AS FOLLOWS

Target Date Funds® (These funds are designed as a one-fund solution. Please refer to the prospectus for more information.)

MyDestination 2015 Fund (024)

MyDestination 2035 Fund (026)

MyDestination 2055 Fund (037)

MyDestination 2025 Fund (025)

MyDestination 2045 Fund (027)

Target Risk Funds (These funds are designed as a one-fund solution. Please refer to the prospectus for more information.)

Conservative Allocation Fund (001)

Moderately Aggressive Allocation Fund (003)

Balanced Allocation Fund (002)

Aggressive Allocation Fund (004)

Select Funds

Money Market Fund (005)

Value Equity Fund (010)

Defensive Market Strategies Fund (036)

Low-Duration Bond Fund (006)

Growth Equity Fund (011)

Emerging Markets Equity Fund (045)

Medium-Duration Bond Fund (007)

Small Cap Equity Fund (012)

Strategic Alternatives Fund (047)

Global Bond Fund (028)

International Equity Fund (013)

Value Equity Index (059)

Growth Equity Index (060)

Impact Bond (061)

Impact Equity (062)

Equity Index Fund (009)

Global Real Estate Securities Fund (015)

International Equity Index Fund (046)

Fund selection: (Please indicate the percentage or dollar amount of your purchase you wish to invest in each fund from the above lists. The initial investment must be at least \$1,000 per fund. Your contribution will be placed in the Money Market Fund if you do not indicate a fund choice.)

Fund: _____ Amount: \$ _____ or Percentage: _____ %

Fund: _____ Amount: \$ _____ or Percentage: _____ %

Fund: _____ Amount: \$ _____ or Percentage: _____ %

Total Amount: \$ _____ Total (100%): _____ %

5. BENEFICIARY DESIGNATION

Note the share percentage must equal 100% for all primary or all contingent beneficiaries. If neither the primary nor the contingent beneficiary box is checked, the beneficiary will be deemed to be a primary beneficiary. If a trust is designated as a beneficiary, please provide both the date of the trust and the name(s) of the trustee(s).

In the event of my death, the balance in the account shall be paid to the primary beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If none of the primary beneficiaries survives me, the balance in the account shall be paid to the contingent beneficiaries who survive me in equal shares (or in the specified shares, if indicated). I understand that, unless I have specified otherwise, if I name multiple primary beneficiaries and a beneficiary does not survive me, such interest is terminated, and that percentage will be divided proportionately among the remaining primary beneficiaries. Similarly, unless I have specified otherwise, if no primary beneficiary survives me and I have named multiple contingent beneficiaries and a beneficiary does not survive me, such interest is terminated, and that percentage will be divided proportionately among the remaining contingent beneficiaries. I understand that I may change my beneficiaries at any time by giving written notice to the Custodian. If I do not designate a beneficiary, or if all designated beneficiaries predecease me, my surviving spouse will become the beneficiary of my IRA. If I do not have a surviving spouse at the time of my death, my estate will become the beneficiary of my IRA.

Per stirpes beneficiary designations: The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/executor with regard to the identification of the beneficiaries and the allocations thereto.

Participant's designation: In the event of my death, I hereby designate the following individuals as the primary and contingent beneficiary(ies) to receive all benefits that may become due and payable under my IRA. If I name a beneficiary that is a trust, I understand that I must provide certain information concerning the trust to the Custodian:

Primary beneficiary(ies) ☐ I have attached a separate sheet labeled "Primary beneficiaries" listing additional primary beneficiaries.

| Name | Address | Relationship | Birthdate | Social Security Number | % Designated |
|------|---------|--------------|-----------|------------------------|--------------|
| | | | | | % |
| | | | | | % |
| | | | | | % |
| | | | | | % |

Total (100%): _____ %

Contingent beneficiary(ies) ☐ I have attached a separate sheet labeled "Contingent beneficiaries" listing additional contingent beneficiaries.

| Name | Address | Relationship | Birthdate | Social Security Number | % Designated |
|------|---------|--------------|-----------|------------------------|--------------|
| | | | | | % |
| | | | | | % |
| | | | | | % |
| | | | | | % |

Total (100%): _____%

Custodian - Disclaimer: The Participant's spouse may have a property interest in the account, and may also have a right to dispose of that property interest by will. Therefore, the Custodian, together with any sponsors, issuers, depositories and other persons or entities associated with the investments, specifically disclaim any warranty as to the effectiveness of the Participant's beneficiary designation, or any warranty as to the ownership of the account after the death of the Participant or the Participant's spouse. For additional information, a qualified tax or legal professional should be consulted.

6. AUTOMATIC INVESTMENT

- The minimum subsequent investment is \$100 in each fund.
- All contributions invested using the automatic investment plan will be current-year contributions.
- We will establish your banking instructions using the voided check attached in the space provided below.

I would like to automatically invest from my bank account to my IRA account on the following basis. If you do not indicate a frequency, then we will default to monthly:

☐ Monthly ☐ Quarterly

My contribution to the funds marked below will take place on the: ☐ 5th or ☐ 20th of the month, beginning in the month of _____ (e.g., April).

| | | |
|------------------------|------------------|-----------------------|
| Fund: _____ | Amount: \$ _____ | or Percentage: _____% |
| Fund: _____ | Amount: \$ _____ | or Percentage: _____% |
| Fund: _____ | Amount: \$ _____ | or Percentage: _____% |
| Total Amount: \$ _____ | | Total (100%): _____% |

All dividends and capital gains will be reinvested.

ATTACH VOIDED CHECK HERE.

7. FINANCIAL INFORMATION**

| Annual income | Annual expenses | Tax bracket | Time horizon | Financial information |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> \$0–\$24,999 <input type="checkbox"/> \$25,000–\$39,999 <input type="checkbox"/> \$40,000–\$64,999 <input type="checkbox"/> \$65,000–\$124,999 <input type="checkbox"/> Over \$125,000 | <input type="checkbox"/> \$0–\$24,999 <input type="checkbox"/> \$25,000–\$39,999 <input type="checkbox"/> \$40,000–\$64,999 <input type="checkbox"/> \$65,000–\$124,999 <input type="checkbox"/> Over \$125,000 | <input type="checkbox"/> 0–15% <input type="checkbox"/> 16–25% <input type="checkbox"/> 26–30% <input type="checkbox"/> 31–35% <input type="checkbox"/> Over 35% | <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 to 5 years <input type="checkbox"/> More than 5 years | Approximate net worth excluding primary residence: \$ _____ Approximate total liquid assets: \$ _____ |

| Investment knowledge | Risk tolerance | Investment objective (choose only one) | Other investments |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Moderate <input type="checkbox"/> Experienced | <input type="checkbox"/> Conservative <input type="checkbox"/> Moderate <input type="checkbox"/> Aggressive | <input type="checkbox"/> Principal protection — minimize the potential for loss <input type="checkbox"/> Income — provide current income rather than growth of principal <input type="checkbox"/> Growth — increase investment value over time while accepting price fluctuation <input type="checkbox"/> Aggressive growth — assume a higher degree of risk for potentially higher returns | Stocks \$ _____ Bonds \$ _____ Mutual funds \$ _____ Retirement \$ _____ |

**Please complete this information to the best of your ability. GuideStone Funds® is required by securities industry regulations to seek this information. It will be held in a strictly confidential manner.

8. TERMS AND CONDITIONS

I, the Participant, acknowledge receiving and reading the *Traditional and Roth IRA Application and Adoption Agreement Instructions*, the *Traditional and Roth Individual Retirement Account (IRA) Combined Disclosure Statement*, the *Traditional IRA Custodial Account Agreement*, the *Roth IRA Custodial Account Agreement* and the *Privacy Notice* (the “Account Documents”). I acknowledge receiving and reading the current prospectus for each mutual fund I may have designated for investment. The Custodian, upon proper instructions from me, is authorized to exchange units of one Eligible Asset for units of any other Eligible Asset and to purchase units of any Eligible Asset with the proceeds of any redemption.

Article VIII, Section 23 of the *Traditional IRA Custodial Account Agreement* and Article IX, Section 23 of the *Roth IRA Custodial Account Agreement* authorize the Custodian to take or to omit to take certain actions in the event assets or property in my IRA account are liquidated and the Custodian does not receive timely instructions it can reasonably or practicably carry out and I agree to the terms of both Sections 23.

I hereby establish an Individual Retirement Account (“IRA”) in accordance with instructions provided on these pages entitled *Traditional and Roth Individual Retirement Account (IRA) Application and Adoption Agreement* and agree to participate under the terms and conditions contained in the Account Documents and on the aforementioned pages (the “Full Agreement”). (My IRA account with the Custodian is called the “IRA Account” on this page.)

I agree that this IRA becomes effective only upon written acceptance by the Custodian and that such written acceptance will consist of a confirmation of transaction statement.

I agree that the Custodian may amend (add to, delete from or revise) any term of the Full Agreement at any time by notice to me and that my sole remedy if I disagree with the amendment is to transfer funds in the IRA Account to another custodian. I agree that the Full Agreement is binding on me and on my successors in interest.

Each contribution to my IRA will be invested in accordance with the written instructions I provide with respect to that contribution. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

No plan sponsor clients of GuideStone Financial Resources® endorse or accept responsibility for any advice, products or services offered to participants by GuideStone® outside of the plans.

Custodial Fees: \$15.00 annual maintenance fee per Social Security number per year. This fee is owed and due for each full and partial calendar year that the IRA Account is open. The Participant may pay the fee with funds other than those in the IRA Account (“non-custodial funds”). If the fee for a calendar year is not paid by the Participant from non-custodial funds by the date reasonably designated by the Custodian or prior to closing the IRA Account, the Custodian is authorized to deduct the fee from funds in the IRA Account at any time immediately after such payment due date or immediately after receiving instructions to close the IRA Account. The Custodian is authorized to change the fee but will give at least 30 days’ written notice to the Participant of any fee change. The Custodian will keep those records, identify and file returns and provide other information concerning the IRA as required of custodians by the *Internal Revenue Code* and any regulations issued or forms adopted by the IRS or U.S. Treasury Department.

Continued on the other side

I direct that all benefits upon my death be paid as indicated on the beneficiary designation. If I named a beneficiary that is a trust, I understand I must provide certain information concerning such trust to the Custodian. I direct that all benefits upon my death be paid as indicated on the beneficiary designation. If I named a beneficiary that is a Trust, I understand I must provide certain information concerning such Trust to the Custodian. I understand that, if I am subject to community property or marital property state requirements, my spouse may be required to consent to any beneficiary I designate who is not my spouse, or who is in addition to my spouse. I also understand that any beneficiary designation I make, other than my spouse, may not be effective without my spouse's consent. I certify, under penalty of perjury, if I am married and have not named my spouse as my sole Primary Beneficiary, I have consulted a qualified tax or legal professional about the need to document spousal consent, and about the consequences of not obtaining my spouse's consent.

To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies persons opening accounts. To comply, the Custodian requires the Participant's name, address, date of birth and government-issued identification number (generally, a Social Security number) and other information that may help the Custodian identify the Participant; and the Custodian may ask for copies of related documentation and may consult third-party databases to help verify the Participant's identity. I have read and I understand the Disclosure Statement, which explains the risks of opening this account if I do not provide all requested identification materials or if my identity cannot be adequately verified in accordance with U.S. government requirements.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number; and**
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and**
- 3. I am a U.S. citizen or other U.S. person (defined in the instructions); and**
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.**

Cross out Line 2 if you have been notified by the IRS that backup withholding applies.

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

Participant's signature: _____ Date: _____
(Responsible individual in the case of a minor IRA)

IRA Custodian: BNY Mellon Investment Servicing Trust Company, Attention 534446, 500 Ross Street, 154-052, Pittsburgh, PA 15262

TO BE COMPLETED BY GUIDESTONE

Registered representative name: _____

Signature: _____ Date: _____

Registered principal name: _____

Signature: _____ Date: _____

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GUIDESTONE FUNDS INDIVIDUAL RETIREMENT ACCOUNT (IRA) TRANSFER OF ASSETS / DIRECT ROLLOVER FORM

Use this form to request an IRA transfer of assets or a direct rollover (excluding qualified rollover contributions (conversions) to a Roth IRA) from an existing retirement plan account to your IRA at GuideStone Funds. Based on your instructions, BNY Mellon Investment Servicing Trust Company will initiate the transfer or rollover for you. If you reached or passed the age Required Minimum Distributions begin, you are responsible for distributing any required minimum distribution amounts from your current retirement plan account (excluding Roth IRAs) in advance of the transfer or rollover. Incomplete information will result in delays in processing your request. If you need assistance completing this form, please contact a customer solutions specialist at 1-888-473-8637.

Mail to the following:

First-Class Mail Address:
GuideStone Funds
PO Box 534446
Pittsburgh, PA 15253-4446

Overnight Address:

GuideStone Funds
Attention 534446
500 Ross Street, 154-0520
Pittsburgh, PA 15262
1-888-GS-FUNDS (1-888-473-8637)

Email to:

Rollovers@GuideStone.org

1. DIRECT ROLLOVER NOTICE

If this contribution is a direct rollover from a qualified plan or 403(b) or 457 plan, I understand that by signing page 2 of this form, I am acknowledging that the direct rollover contribution is an irrevocable election and is no longer eligible for special tax treatment which may be accorded to distributions from a qualified plan or 403(b) or 457 plan.

You should contact your current plan administrator or custodian prior to completing this form to ensure that you have received and completed any in-house forms that they may require. Direct rollovers from a qualified plan to an IRA can only be in the form of cash.

2. SHAREHOLDER INFORMATION

Name: _____ Daytime phone: _____

Address: _____

City: _____ State: _____ ZIP code: _____

Social Security number: _____ Birth date: _____

3. INVESTMENT INSTRUCTIONS

Complete items A, B, C and D.

A. ☐ I am opening a new IRA and have attached the required IRA application.

☐ Deposit the proceeds into my existing IRA. Account number: _____

B. Type of account transferring into: ☐ Traditional IRA ☐ Roth IRA

C. Invest as follows:

Fund: _____ Amount: \$ _____ or Percentage: _____%

Fund: _____ Amount: \$ _____ or Percentage: _____%

Fund: _____ Amount: \$ _____ or Percentage: _____%

Total Amount: \$ _____ Total (100%): _____%

D. Type of request:

☐ Traditional IRA to Traditional IRA

☐ Roth IRA to Roth IRA

☐ Direct rollover from a qualified plan to a Traditional IRA

☐ Direct rollover from a 403(b) or 457 to a Traditional IRA

☐ Direct rollover from a designated Roth contribution account to a Roth IRA

Continued on other side



4. CURRENT CUSTODIAN AND ACCOUNT INFORMATION

Type of account you are transferring/rolling over from (check one):

☐ Traditional/Rollover IRA ☐ Roth IRA ☐ 403(b) ☐ 457 plan ☐ Qualified plan**

☐ SEP IRA that is being transferred into a Traditional IRA

☐ SIMPLE IRA (after the required two-year holding period) that is being transferred into a Traditional IRA

**If you are rolling over a qualified plan, please contact your current plan administrator for distribution/rollover in-house form requirements.

Please attach your most recent statement, if possible. Note: your current custodian may require a medallion signature guarantee to process your transfer or rollover request. Please see the "Shareholder Authorization" section for an explanation of the medallion signature guarantee.

Current custodian: _____

Address (required): _____

City: _____ State: _____ ZIP code: _____

Contact name: _____ Telephone number: _____

A. Investment to transfer:

Account number: _____ Share class: _____ CUSIP number: _____

☐ Liquidate entire account ☐ Partial dollar amount \$ _____ or # of shares _____

For Certificates of Deposit*: ☐ Immediately ☐ At maturity date: _____

B. Investment to transfer:

Account number: _____ Share class: _____ CUSIP number: _____

☐ Liquidate entire account ☐ Partial dollar amount \$ _____ or # of shares _____

For Certificates of Deposit*: ☐ Immediately ☐ At maturity date: _____

*Note: If you wish to have Certificates of Deposit transferred immediately and they have not matured, you may incur a redemption penalty. We cannot accept requests to transfer assets from Certificates of Deposit more than 60 days before their maturity.

5. SHAREHOLDER AUTHORIZATION

I authorize the transfer of assets or direct rollover as noted above to my GuideStone Funds IRA and authorize my current custodian, GuideStone Funds and BNY Mellon Investment Servicing Trust Company, to process this request on my behalf. I understand it is my responsibility to insure the prompt transfer of assets or direct rollover by the current custodian. I have read and understand all information on this form and hereby provide the applicable authorization.

GuideStone® does not recommend rollovers or transfers of assets in employer-sponsored retirement plans or Individual Retirement Accounts ("IRAs"), except when done so expressly in writing. By signing below, I hereby acknowledge that, unless I have received a recommendation in writing to the contrary, GuideStone has not acted as a fiduciary and has not provided me with investment advice in connection with this rollover or transfer.

Shareholder signature: _____ Date: _____

*Medallion Signature Guarantee: _____

Medallion Signature Guarantee stamp and signature (if required by your current custodian or transfer agent): An eligible guarantor is a domestic bank or trust company, securities broker/dealer, clearing agency or savings association that participates in a medallion program recognized by the Securities Transfer Agents Association. The three recognized medallion programs are the Securities Transfer Agents Medallion Program (known as STAMP), Stock Exchanges Medallion Program (SEMP), and the Medallion Signature Program (MSP). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

Medallion Signature Guarantee Stamp

GUIDESTONE FUNDS INDIVIDUAL RETIREMENT ACCOUNT (IRA) CERTIFICATION OF INDIRECT ROLLOVER ASSETS

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information, see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – “Application of one-rollover-per-year limitation.”

PARTICIPANT INFORMATION

Name: _____ Cell phone: _____
Address: _____ Alternate phone: _____
City: _____ State: _____ ZIP code: _____
Social Security number: _____ Date of birth: _____
Account number: _____

TRADITIONAL ROLLOVER

- ☐ **Traditional IRA 60-day Rollover** – I certify that this rollover is a distribution of all or part of my account balance from another IRA which I received within the prior 60 calendar days. I certify that 365 days have passed since I last received a distribution from this or any other IRA that I rolled over into this or another IRA.
- ☐ **Traditional IRA 3-Year Rollover** – I certify that this rollover is a distribution from another IRA, and that this distribution is being rolled over within 3 calendar years following the date that I received (indicate one below):
- ☐ Qualified birth or adoption distribution(s) of up to \$5,000 in compliance with Section 72(t)(2)(H) of the *Internal Revenue Code*.
 - ☐ Emergency Personal Expense Distribution(s) of up to \$1,000 per calendar year in compliance with Section 72(t)(2) of the *Internal Revenue Code*.
 - ☐ A Distribution as a domestic abuse victim of up to \$10,000 in compliance with Section 72(t)(2) of the *Internal Revenue Code*.
- ☐ **IRA Eligible Rollover Distribution** – I certify that this rollover is a non-periodic distribution from my employer's qualified retirement plan of all or part of my account balance, other than the portion of any distribution which is nontaxable, and that this distribution is being rolled over within 60 calendar days of the date that I received the distribution. (Your employer's plan administrator should be able to tell you what portion of your distribution is an “eligible distribution”.) I certify that no portion of this rollover is from any portion of a Designated Roth Contribution Account under my employer's qualified retirement plan or from any amount required to be distributed under *Internal Revenue Code* Sections 408(a)(6) and 401(a)(9), commonly known as a required minimum distribution.

ROTH ROLLOVER

- ☐ **Roth IRA 60-day Rollover** – I certify that this rollover is a distribution of all or part of my account balance from another Roth IRA, and that this distribution is being rolled over within 60 calendar days of the date that I received the distribution. I certify that 365 days have passed since I last received a distribution from this or any other IRA that I rolled over into this or another IRA.
- ☐ **Roth IRA 3-Year Rollover** – I certify that this rollover is a distribution from another Roth IRA, and that this distribution is being rolled over within 3 calendar years following the date that I received (indicate one below):
- ☐ Qualified birth or adoption distribution(s) of up to \$5,000 in compliance with Section 72(t)(2)(H) of the *Internal Revenue Code*.
 - ☐ Emergency Personal Expense Distribution(s) of up to \$1,000 per calendar year in compliance with Section 72(t)(2) of the *Internal Revenue Code*.
 - ☐ A Distribution as a domestic abuse victim of up to \$10,000 in compliance with Section 72(t)(2) of the *Internal Revenue Code*.
- ☐ **Qualified Rollover Contribution (conversion) into a Roth IRA from a 401(k), 403(b), 457 Plan or other Qualified Plan** – I certify that this rollover is a distribution from my employer's retirement plan paid as a direct rollover contribution (conversion) into a Roth IRA.

Continued on the other side



- ☐ **Designated Roth Contribution Account** – I certify that this rollover is a direct rollover or a 60-day rollover from my Designated Roth Contribution Account under my employer's qualified retirement plan.
- ☐ **Military Death Gratuity Payment** – I certify that this rollover contribution is less than \$100,000 and is being made within 365 days of the date that I received the distribution.
- ☐ **Servicemember's Group Life Insurance (SGLI)** – I certify that this rollover contribution is less than \$400,000 and is being made within 365 days of the date that I received the distribution.

PARTICIPANT CERTIFICATION

I certify that the contribution described above is an eligible IRA rollover contribution. I certify that this contribution is being rolled over within 60 calendar days of the date that I received the distribution, or is being rolled directly from my employer's plan or current custodian, and meets the tax rollover requirements described above. I certify that the rollover is not part of a series of payments over my life expectancy, or over a period of 10 years or more. I certify that the rollover does not include any required minimum distribution, hardship distribution, corrective distribution, or deemed distribution from the employer's qualified retirement plan. I understand that this rollover contribution is irrevocable and involves important tax considerations. Specifically, I understand that a rollover contribution from a pre-tax qualified retirement plan will no longer be eligible for the special averaging, capital gains and separate tax treatment that may be available under my employer's plan. I agree that I am solely responsible for all tax consequences. I also agree that neither the Custodian nor GuideStone shall have responsibility for any such tax consequences or any consequences resulting from this amount being ineligible for rollover. (Rules regarding rollovers, and their tax implications, are complex. Please refer to IRS *Publication 590-b* or a professional tax advisor for more information.)

I have read this form and understand and agree to be legally bound by the terms of this form. I also understand that the Custodian will rely on my instructions within this form when accepting my rollover contribution.

GuideStone does not recommend rollovers or transfers of assets in employer-sponsored retirement plans or Individual Retirement Accounts ("IRAs"), except when done so expressly in writing. By signing below, I hereby acknowledge that, unless I have received a recommendation in writing to the contrary, GuideStone has not acted as a fiduciary and has not provided me with investment advice in connection with this rollover or transfer.

Participant's signature: _____ Date: _____

Mail to the following: **First-Class Mail Address:**
GuideStone Funds
PO Box 534446
Pittsburgh, PA 15253-4446

Overnight Address:
GuideStone Funds
Attention 534446
500 Ross Street, 154-0520
Pittsburgh, PA 15262
1-888-GS-FUNDS (1-888-473-8637)

GUIDESTONE FUNDS

Individual Retirement Account (IRA)

Traditional IRA

Roth IRA

References to the “Custodian” mean BNY Mellon Investment Servicing Trust Company.

BNY MELLON INVESTMENT SERVICING TRUST COMPANY
SUPPLEMENT TO THE TRADITIONAL AND ROTH INDIVIDUAL RETIREMENT ACCOUNT (IRA)
DISCLOSURE STATEMENT FOR TAX YEAR 2025

DEADLINE FOR 2024 CONTRIBUTIONS TO A TRADITIONAL OR ROTH IRA:

Most taxpayers will have until Tuesday, April 15, 2025, to make contributions to a traditional IRA or Roth IRA for 2024. For more information, please refer to the Internal Revenue Service (IRS) web site: www.irs.gov.

2025 IRA CONTRIBUTION LIMITS FOR TRADITIONAL AND ROTH IRA:

The maximum allowable contribution to your IRAs (deductible, non-deductible, and Roth) for the tax year is the lesser of (a) \$7,000 or (b) 100% of your earned income. For those who have attained or will attain the age of 50 before the close of the taxable year, the annual IRA contribution limit is increased by \$1,000 (total of \$8,000 for 2025). Any contribution made to your IRA will be treated as a current year contribution recorded in the year it is received, unless the contribution is made between January 1 and April 15, 2025, and you have identified the contribution as a prior year contribution. Please consult *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* for eligibility requirements and contribution restrictions.

2025 TRADITIONAL IRA INCOME TAX DEDUCTION:

Your contribution to a traditional IRA may be deductible on your federal income tax return. However, there is a phase-out of the IRA deduction if you are an active participant in an employer-sponsored retirement plan. The IRA deduction is reduced proportionately as modified adjusted gross income increases. If you are not an active participant in an employer-sponsored retirement plan, there is a phase-out of the IRA deduction if you're married based on whether or not your spouse is covered by a workplace retirement plan. Please consult *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* for assistance in calculating your deductible contribution as it pertains to individual income and employer-sponsored retirement plan circumstances. Your contribution in excess of the permitted deduction will be considered a non-deductible contribution.

DEDUCTION LIMIT – Effect of Modified AGI on Deduction – Covered by a Retirement Plan at Work

| Tax year 2025 | Full deduction if modified AGI is: | Partial deduction if modified AGI is: | No deduction if modified AGI is: |
|-------------------------------------------------|------------------------------------|---------------------------------------------|----------------------------------|
| Single Filers or Head of Household | \$79,000 or less | More than \$79,000 but less than \$89,000 | \$89,000 or more |
| Married - filing jointly or Qualified Widow(er) | \$126,000 or less | More than \$126,000 but less than \$146,000 | \$146,000 or more |
| Married - filing separately | N/A | Less than \$10,000 | \$10,000 or more |

DEDUCTION LIMIT – Effect of Modified AGI on Deduction – You Are NOT Covered by a Retirement Plan at Work (Spousal Coverage Considered)

| Tax year 2025 | Full deduction if modified AGI is: | Partial deduction if modified AGI is: | No deduction if modified AGI is: |
|------------------------------------------------------|------------------------------------|---------------------------------------------|----------------------------------|
| Married - filing jointly - spouse covered at work | \$236,000 or less | More than \$236,000 but less than \$246,000 | \$246,000 or more |
| Married - filing separately - spouse covered at work | N/A | Less than \$10,000 | \$10,000 or more |

2025 ROTH IRA CONTRIBUTION ELIGIBILITY

For 2025, your Roth IRA contribution limit is reduced (phased out) based on your modified AGI as follows:

| Tax year 2025 | Full contribution if modified AGI is: | Partial contribution if modified AGI is: | No contribution if modified AGI is: |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------|-------------------------------------|
| Married - filing jointly or Qualified Widow(er) | Less than \$236,000 | At least \$236,000 but less than \$246,000 | \$246,000 or more |
| Married - filing separately and you lived with your spouse at any time during the year | N/A | less than \$10,000 | \$10,000 or more |
| Single, Head of Household or Married - filing separately and you did not live with your spouse at any time during the year | Less than \$150,000 | At least \$150,000 but less than \$165,000 | \$165,000 or more |

Qualified Charitable Distributions allowed for 2025: an annual distribution of up to \$108,000 and a one-time distribution of up to \$54,000 to certain split-interest entities are allowed for owners age 70 ½ or over.

These limits may be adjusted from time to time by the IRS; please refer to *Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* for current-year limits.

2024 UPDATES FOR SECURE ACT 2.0

The specific sections below are replaced or amended effective as of 1/1/2024 by inclusion in this supplement. Changes or additions are shown in *italics*. Additional information regarding roth catch up contributions and roth contributions to sep and simple iras will be released pending additional irs guidance.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

Early distributions from a traditional IRA:

Early Distribution Penalty Tax – If you are under age 59½ and receive a Traditional IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. However, the additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

13. Distributions for victims of domestic abuse – individuals who self-certify that they are victims of domestic abuse are permitted to withdraw up to the lesser of \$10,000 or 50% of their account. Such distributions are not subject to the 10% early distribution penalty tax and may be repaid within 3 years of the distribution date.¹

14. Distributions for certain emergency expenses – a distribution of up to \$1,000 will be permitted for those individuals experiencing an unforeseen personal or family emergency. Only one such distribution is permitted per year and must be repaid before another emergency distribution may be issued. The distribution may be repaid within 3 years of the distribution date.¹

ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

Early distributions from a Roth IRA:

Early Distribution Penalty Tax – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employersponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10% generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

13. Distributions for victims of domestic abuse – individuals who self-certify that they are victims of domestic abuse are permitted to withdraw up to the lesser of \$10,000 or 50% of their account. Such distributions are not subject to the 10% early distribution penalty tax and may be repaid within 3 years of the distribution date.¹

14. Distributions for certain emergency expenses – a distribution of up to \$1,000 will be permitted for those individuals experiencing an unforeseen personal or family emergency. Only one such distribution is permitted per year and must be repaid before another emergency distribution may be issued. The distribution may be repaid within 3 years of the distribution date.¹

2023 SUPPLEMENT CONTENTS INCLUDED BELOW:

Technical corrections: The language highlighted below replaces the last line of each section of the Traditional Disclosure Statement and Roth IRA Disclosure Statement as shown below. Previously, more information could be located by using the search tool on www.irs.gov, however, the content of IRS publications is excluded from these searches. Please see the most recent **IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)**.

TRADITIONAL DISCLOSURE STATEMENT

Recharacterization Of Roth Ira Conversion Is Now Prohibited (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be “reversed” or “corrected”.

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. ~~According to the IRS, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018.~~ **For more information, please see IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs) – “No recharacterizations of conversions made in 2018 or later.”**

Restriction On Indirect (60-Day) Rollovers

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee- to-trustee transfer. **For more information, please see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – “Application of one-rollover-per-year limitation.”**

ROTH DISCLOSURE STATEMENT

Recharacterization Of Roth Ira Conversion Is Now Prohibited (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be “reversed” or “corrected”.

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. ~~According to the IRS, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018.~~ **For more information, please see IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs) – “No recharacterizations of conversions made in 2018 or later.”**

Restriction On Indirect (60-Day) Rollovers

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee- to-trustee transfer. For more information, please see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – “Application of one-rollover-per-year limitation.”

SECURE 2.0 ACT OF 2022

SUPPLEMENT TO THE TRADITIONAL AND ROTH INDIVIDUAL RETIREMENT ACCOUNT (IRA) DISCLOSURE STATEMENT FOR PROVISIONS EFFECTIVE ON OR PRIOR TO JANUARY 1, 2023

Note: The SECURE 2.0 Act includes that SEP IRA Designated Roth Contributions will be allowed, however this change cannot be implemented until IRS Guidance is issued to confirm the process for employers to update their plans and accept participant elections for SEP IRA Designated Roth Contributions.

THE SPECIFIC SECTIONS BELOW ARE REPLACED OR AMENDED EFFECTIVE AS OF 1/1/2023 BY INCLUSION IN THIS SUPPLEMENT. CHANGES OR ADDITIONS ARE SHOWN IN *ITALICS*.

TRADITIONAL AND ROTH INDIVIDUAL RETIREMENT ACCOUNT COMBINED DISCLOSURE STATEMENT

QUALIFIED CHARITABLE DISTRIBUTIONS (“QCDs”)

Certain taxpayers may transfer funds from their IRA to an eligible charitable organization. To qualify, the IRA owner must be age 70½ or older. QCDs may be made from a traditional IRA or a Roth IRA and may be used to satisfy a participant’s required minimum distribution (“RMD”) for the tax year. The maximum annual amount that may be distributed each year is \$100,000 regardless of how many IRAs the participant owns. For married individuals filing a joint return, the limit is \$100,000 for each individual IRA owner.

Effective for January 1, 2023, in addition to the annual QCD described above, a taxpayer may make a one-time election to distribute up to \$50,000 as a QCD to certain split-interest entities, including charitable remainder annuity trusts, charitable remainder unitrusts and charitable gift annuities.

Additionally, the one-time limit of \$50,000 and the annual limit of \$100,000 for a QCD will be indexed to inflation starting in 2024. Please reference the most recent Disclosure Supplement where increases will be documented when applicable. More information about QCDs can be found in IRS Publication 590-B Distributions from Individual Retirement Arrangements.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

You have opened an IRA, which is a traditional or SEP IRA for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement). The following requirements apply to your IRA:

1. Contributions, transfers and rollovers may be made only in “cash” by check, draft, or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be nonforfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. You must begin receiving distributions from your account no later than:
 - i. April 1 of the year following the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949);
 - ii. April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949);
 - iii. *April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951);*
 - iv. *April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960); and*
 - v. *distributions must be completed over a period that is not longer than the joint life expectancy of you and your beneficiary.*

The language highlighted below is stricken from the “Excess Contributions” section of the disclosure as it is no longer applicable for distributions taken after the effective date of the SECURE 2.0 Act.

EXCESS CONTRIBUTIONS

Amounts contributed to your traditional IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. **The return of earnings may also be subject to the 10% penalty tax on early distributions discussed in the section titled “Early Distributions from a Traditional IRA”.** If you make an excess contribution to your IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution, if corrected before your federal income tax return due date (including extensions), pursuant to Internal Revenue Code Section 408(d)(4) and IRS Publication 590. **The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½.** An IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. If you are subject to a federal penalty tax due to an excess contribution, you must file IRS Form 5329.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or "NIA") using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (including extensions) will be considered corrected, thus avoiding an excess contribution penalty.

EARLY DISTRIBUTIONS FROM A TRADITIONAL IRA

Early Distribution Penalty Tax – If you are under age 59½ and receive a Traditional IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. However, the additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

11. **Terminal illness distributions** – *An exception to the 10% early withdrawal penalty for distributions made to an individual whose physician certifies that they have an illness or condition that is reasonably expected to result in death within 84 months.*¹
12. **Participants impacted by a federally declared disaster** – *May distribute up to \$22,000 per disaster, and such distribution is exempt from the 10% early distribution penalty.*¹

REQUIRED DISTRIBUTIONS FROM A TRADITIONAL IRA

You are required to begin receiving minimum distributions from your IRA by your required beginning date, which is defined as:

- a. April 1 of the year following the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949);
- b. April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949);
- c. *April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951); or*
- d. *April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960).*

The year you attain the then effective RMD age (see above) is referred to as your "first distribution calendar year". Your required minimum distribution for each year, *beginning with the calendar year you attain the then effective RMD age* is generally based upon the value of your account at the end of the prior year divided by the factor for your age (derived from the IRS Uniform Lifetime Distribution Period Table). This table assumes you have a designated spouse beneficiary exactly 10 years younger than you. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, your required minimum distribution for each year is based upon the joint life expectancies of you and your spouse. The account balance that is used to determine each year's required minimum distribution amount is the prior year end fair market value (value as of December 31st), adjusted for outstanding rollovers, transfers and recharacterizations (that relate to a conversion or failed conversion made in the prior year). You are responsible for notifying the Custodian of any outstanding amounts.

If the amount distributed during a taxable year is less than the minimum amount required to be distributed, you will be subject to a penalty tax equal to 25% of the difference between the amount distributed and the amount required to be distributed, *and if the failure is corrected within 2 years following the due date of the distribution, the penalty may be reduced to 10%.* You are responsible for monitoring this schedule from year to year to make sure that you are withdrawing the required minimum amount. If you are subject to a federal penalty tax due to a missed required minimum distribution, you must file IRS Form 5329.

ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

The language highlighted below is stricken from the "Excess Contributions" section of the disclosure as it is no longer applicable for distributions taken after the effective date of the SECURE 2.0 Act.

EXCESS CONTRIBUTIONS

Amounts contributed to your traditional IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. **The return of earnings may also be subject to the 10% penalty tax on early distributions discussed in the section**

titled “Early Distributions from a Traditional IRA”. If you make an excess contribution to your IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution, if corrected before your federal income tax return due date (including extensions), pursuant to Internal Revenue Code Section 408(d)(4) and *IRS Publication 590*. **The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½.** An IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. If you are subject to a federal penalty tax due to an excess contribution, you must file *IRS Form 5329*.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or “NIA”) using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (including extensions) will be considered corrected, thus avoiding an excess contribution penalty.

EARLY DISTRIBUTIONS FROM A ROTH IRA

Early Distribution Penalty Tax – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10% generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

11. **Terminal illness distributions** – *An exception to the 10% early withdrawal penalty applies for distributions made to an individual whose physician certifies that they have an illness or condition that is reasonably expected to result in death within 84 months.* ¹
12. **Participants impacted by a federally declared disaster** – *May distribute up to \$22,000 per disaster, and such distribution is exempt from the 10% early distribution penalty.* ¹

END OF 2025 TRADITIONAL AND ROTH IRA SUPPLEMENT

TRADITIONAL AND ROTH INDIVIDUAL RETIREMENT ACCOUNT (IRA) COMBINED DISCLOSURE STATEMENT

The following information is the Disclosure Statement required by federal tax regulations. You should read this Disclosure Statement, the Custodial Account Agreement and the prospectuses for the mutual funds in which your Individual Retirement Account ("IRA") contributions will be invested. The rules governing IRAs are subject to change. You should consult Internal Revenue Service ("IRS") Publication 590 or the IRS's website [irs.gov](https://www.irs.gov) for updated rules and requirements:

IMPORTANT INFORMATION ABOUT U.S. GOVERNMENT REQUIREMENTS THAT MAY AFFECT YOUR ACCOUNT

BNY Mellon Investment Servicing Trust Company ("BNY Mellon", "we" or "us") provides custodial and administrative services for your retirement or savings account. As a result of this role, persons who open a retirement or savings account are considered "customers" of BNY Mellon ("you" or "your").

To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires BNY Mellon, as a financial institution, to obtain, verify and record information that identifies each person who opens an account. All accounts we open are opened on a conditional basis—conditioned on our ability to verify your identity in accordance with federal law.

When establishing an account, you are required to provide your full legal name, address, government-issued identification number (e.g., Social Security number), date of birth and other information within your account-opening application that will allow us to identify you. We may also request a copy of your driver's license or other identifying documents and may consult third-party databases to help verify your identity. If the account you are opening will be registered in the name of a beneficiary, trust, or estate or charity, we may require additional identifying documentation.

If you fail to provide any requested identifying information or documentation when opening your account, your new account application may be rejected.

If we open your account, and you subsequently fail to provide all identification materials we request or if we are subsequently unable to adequately verify your identity as required by U.S. government regulations, we reserve the right to take any one or more of the following actions:

- We may place restrictions on your account which block all purchase transactions and we may place additional restrictions on your account blocking other transactional activities if we determine such additional restrictions are appropriate under federal law or regulation.
- We may close your account, sell (i.e., "liquidate") the assets in your account in the prevailing market at the time, and send you a check representing the cash proceeds of your account. This distribution will be reported to the IRS and may result in unfavorable consequences to you under federal and state tax laws.

You may incur losses. Despite being opened as a conditional account, your account will be invested as you instruct and you will be subject to all market risks during the period between account opening and any liquidation necessitated by your failure to furnish requested identifying information or by an inability to adequately verify your identity. You may also be subject to additional market risks if the additional transactional restrictions discussed above are placed on your account. In addition, the closing of your account may subject you to fees and charges imposed by a sponsor, issuer, depository or other person or entity associated with one or more of the assets in which you are invested, and any sales charges you may have paid in connection with your purchases will not be refunded.

You assume all responsibility for these losses. BNY Mellon expressly disclaims any responsibility or liability for losses you incur as a result of your failure to furnish identification materials we request, including investment losses and any other loss or damage (including but not limited to lost opportunities and adverse tax consequences). If you proceed with the account opening process, you accept all risks of loss resulting from any failure of yours to furnish the identification materials we request or from a subsequent inability to adequately verify your identity in accordance with federal law or regulation.

STATE UNCLAIMED PROPERTY LAW DISCLOSURE

The assets in your custodial account are subject to state unclaimed property laws which provide that if no activity occurs in your account within the time period specified by the particular state law, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

REQUIRED FEDERAL INCOME TAX WITHHOLDING ON ESCHATED TRADITIONAL IRA ACCOUNTS

Effective as of January 1, 2020, for any Traditional IRA Account that becomes dormant and subject to escheatment under state unclaimed property law, the Internal Revenue Service requires reporting of the amount escheated on IRS Form 1099R and income tax withholding at the time of escheatment to the state. You agree and authorize the Custodian to liquidate sufficient assets in your custodial account to provide for the withholding to the IRS. The Custodian will remit withholding to the IRS in accordance with any prior withholding election. If you have not made a prior withholding election, the Custodian will remit withholding at a rate of ten percent (10%).

REVOCATION OF YOUR IRA

You have the right to revoke your IRA and receive the entire amount of your initial investment by notifying the Custodian in writing within seven (7) days of establishing your IRA (account open date). If you revoke your IRA within seven days, you are entitled to a return of the entire amount contributed, without adjustment for such items as sales commissions, administrative expenses or fluctuations in market value. If you decide to revoke your IRA, notice should be delivered or mailed to the address listed in the application instructions. This notice should be signed by you and include the following:

1. The date
2. A statement that you elect to revoke your IRA
3. Your IRA account number
4. The date your IRA was established
5. Your signature and your name printed or typed

Mailed notice will be deemed given on the date that it is postmarked, if it is properly addressed and deposited either in the United States mail, First Class postage prepaid, or with an IRS-approved overnight service. This means that when you mail your notice, it must be postmarked on or before the seventh day after your IRA was opened. A revoked IRA will be reported to the IRS and the Depositor on IRS *Forms 1099-R* and *5498*.

CONTRIBUTIONS

For 2022, the maximum allowable contribution to your IRAs (deductible, non-deductible and Roth) is the lesser of (a) \$6,000 or (b) 100% of your earned income. If you are submitting a prior-year contribution, the limit was set at \$6,000.

Age 50 or above catch-up contributions – For those who have attained the age of 50 before the close of the taxable year, the annual IRA contribution limit is increased by \$1,000.

For tax years after 2022, the above limits may be subject to IRS cost-of-living adjustments, if any. Please read the *Traditional and Roth Individual Retirement Account (IRA) Combined Disclosure Statement* carefully or consult IRS *Publication 590* or a qualified tax professional for more information about eligibility requirements and contribution restrictions.

Making an IRA contribution on behalf of your spouse – If you have earned compensation, are married and file a joint federal income tax return, you may make an IRA contribution on behalf of your working or non-working spouse. The total annual contribution limit for both IRAs may not exceed the lesser of the combined compensation of both spouses or the annual IRA contribution limits as set forth by the IRS. Contributions made on behalf of a spouse must be made to a separate IRA account established by your spouse.

Any contribution made to your IRA will be treated as a contribution for the year it is received, unless the contribution is made between January 1 and the April 15 postmark deadline and you have identified the contribution as a prior-year contribution.

- **TRADITIONAL IRA CONTRIBUTION RESTRICTION** – Effective as of January 1, 2020, the maximum age of 70 ½ for traditional IRA contributions has been repealed. Beginning in 2020, IRA owners who have reached age 70 ½, or older, may make a contribution, provided they have earned income for the year. This change does not allow owners over the age of 70 ½ to make a 2019 or prior contribution, however.
- **ROTH IRA CONTRIBUTION** – There is no age restriction for contributions to a Roth IRA, as long as the requirements of earned income are met.

DESCRIPTION OF AVAILABLE OPTIONS FOR YOUR CONTRIBUTIONS

The assets in your custodial account will be invested in accordance with instructions communicated by you (or following your death, by your beneficiary) or by your (or following your death, by your beneficiary's) authorized agent. Account contributions may be invested in shares of one or more mutual funds made available to you in connection with this IRA account (the "Mutual Funds") or in other investments that are eligible for investment under section 408(a) of the Internal Revenue Code and that are acceptable to the Custodian as investments under the *Traditional and Roth Individual Retirement Account (IRA) Application and Adoption Agreement*.

Mutual Fund investments: An investment in any of the Mutual Funds involves investment risks, including possible loss of principal. In addition, growth in the value of your Mutual Funds is neither guaranteed nor protected due to the characteristics of a mutual fund investment. Detailed information about the shares of each Mutual Fund available to you for investment of your IRA contributions must be furnished to you in the form of a prospectus. The method for computing and allocating annual earnings is set forth in the prospectus. (See the section of each prospectus entitled "Dividends".) The prospectus also sets forth the costs and expenses you incur by being invested in a particular Mutual Fund; such costs and expenses reduce any yield you might obtain from the Mutual Funds. (See the section of the prospectus entitled "Expense Table" and the sections referred to therein.) For further information regarding expenses, earnings and distributions of a particular Mutual Fund, see that Mutual Fund's financial statements, prospectus and/or statement of additional information.

In Article VIII, Section 23 of the TRADITIONAL IRA CUSTODIAL ACCOUNT AGREEMENT and Article IX, Section 23 of the ROTH IRA CUSTODIAL ACCOUNT AGREEMENT ("Sections 23"), both of which constitute an important part of the APPLICATION AND

ADOPTION AGREEMENT, you authorize the Custodian to act in its discretion for your benefit in situations where assets in your custodial account are liquidated and the Custodian has not received instructions from you in a timely manner regarding the disposition of such proceeds or where the only instructions received from you cannot reasonably or practicably be carried out. For example, a Mutual Fund may take actions which result in that Mutual Fund, or in your investment in that Mutual Fund, being involuntarily liquidated. The Mutual Fund or the prospectus for that Mutual Fund may direct that the proceeds of the liquidation be placed in an asset not available to you under the APPLICATION AND ADOPTION AGREEMENT or provide solely that the cash or other property resulting from the liquidation be distributed directly to shareholders. If the Custodian does not receive timely instructions from you that it can reasonably and practicably carry out (for example, in-kind property distributed by the Mutual Fund may not be a permissible asset for your IRA), then in both Sections 23 you authorize the Custodian to exercise its discretion in acting on your behalf, including taking such actions as placing the proceeds in a money market mutual fund, an FDIC-insured bank account or money market account, distributing the proceeds to you or holding the proceeds uninvested. Other examples may exist involving different liquidation circumstances and different restrictions or limitations regarding the disposition of the proceeds. The Custodian expressly disclaims any liability for any action taken or omitted under the authority of either Section 23, unless the *Internal Revenue Code* or regulations implementing the *Internal Revenue Code* require otherwise.

BENEFICIARY DESIGNATIONS

Per stirpes beneficiary designations: The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/ executor with regard to the identification of the beneficiaries and the allocations thereto.

In the event of your death, the balance of your custodial account shall be paid to the primary beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If none of the primary beneficiaries survives you, the balance of your account shall be paid to the contingent beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If you name multiple primary beneficiaries and a beneficiary does not survive you, such interest is terminated and that percentage will be divided proportionately among the remaining primary beneficiaries. Similarly, unless you have specified otherwise, if no primary beneficiary survives you and you have named multiple contingent beneficiaries and a beneficiary does not survive you, such interest is terminated and that percentage will be divided proportionately among the remaining contingent beneficiaries.

You may change your beneficiaries at any time by giving written notice to the Custodian. If you do not designate a beneficiary, or if all designated beneficiaries predecease you, your surviving spouse will become the beneficiary of your IRA. If you do not have a surviving spouse at the time of your death, your estate will become the beneficiary of your IRA. If a trust is designated as a beneficiary, you must provide both the date of the trust and the name(s) of the trustee(s).

SPOUSAL BENEFICIARY DESIGNATION IN THE EVENT OF DIVORCE

In the event of a divorce or legal separation, the Custodian will not automatically remove the former spouse as the designated beneficiary without court appointment. If your life circumstances have changed, we suggest you submit an *IRA Beneficiary Designation Form*. The current beneficiary designation on file with the Custodian will be deemed valid and in full force until such date as the Custodian receives a signed *IRA Beneficiary Designation Form*, in good order.

SPOUSAL PROVISIONS

In accordance with federal regulations, where an individual is lawfully married to another individual, both individuals shall be treated as a "spouse" for federal tax purposes. Individuals in a civil union or domestic partnership will not be treated as spouses for federal tax purposes.

TAX REFUND DIRECT DEPOSIT IRA CONTRIBUTIONS

Taxpayers who qualify for a tax refund may elect to directly deposit their refund into their IRA account. The amount of the refund deposited to your IRA cannot exceed annual IRA limits as set forth by the IRS. You must contact the Custodian in advance of completing IRS *Form 8888* to obtain the proper routing instructions. All tax refund contributions will be recorded as current-year contributions for the year received.

HEALTH SAVINGS ACCOUNT ("HSA") FUNDING DISTRIBUTION

You are allowed a one-time, tax-free transfer from an IRA (other than a SEP or SIMPLE IRA) to use toward your annual Health Savings Account ("HSA") contribution. Eligible individuals may make an irrevocable one-time, tax-free "qualified HSA funding distribution" from an IRA and move it directly into an HSA, subject to strict requirements. The HSA funding distribution must be directly transferred from the IRA custodian or trustee to the HSA custodian or trustee. The amount of the transfer cannot exceed the maximum HSA contribution limit for the year that the amount is transferred. The deposited amount is counted toward the individual's total HSA annual contribution limit.

NON-SPOUSE BENEFICIARIES OF EMPLOYER PLANS

Eligible non-spouse beneficiary distributions from an employer's retirement plan can be directly rolled over into a beneficiary/inherited IRA. To accomplish the direct rollover, the plan administrator must distribute the benefit payable to the trustee or Custodian and mail it directly to the receiving institution. If the distribution is paid directly to the non-spouse beneficiary, a rollover will not be permitted.

The beneficiary/inherited IRA account must be registered in both the non-spouse beneficiary's name and the decedent's name. A non-spouse beneficiary may include a trust beneficiary that meets the special "look through" rules under the IRS regulations. Non-qualified trusts, estates or charities are not eligible for the direct rollover provision.

QUALIFIED RESERVIST DISTRIBUTIONS

Early distributions paid to certain military reservists called to active duty after September 11, 2001 ("Qualified Reservist Distributions") are eligible to be repaid to an IRA within a two-year period after the end of active duty. This provision applies to distributions made after September 11, 2001. Repayments cannot exceed the amount of your Qualified Reservist Distributions. Repayment cannot be made after the date that is two years after your active duty period ends. The repayments are not treated as rollovers.

SAVER'S TAX CREDIT

The saver's tax credit rewards low- to moderate-income taxpayers who contribute toward their retirement savings with a non-refundable dollar-for-dollar tax credit that could reduce their federal income tax liability. Eligibility to participate in the program is based on your filing status and adjusted gross income. For more information about the saver's credit, check the IRS's website irs.gov under the term "Retirement Savings Contributions Credit" or "Saver's Credit".

QUALIFIED CHARITABLE DISTRIBUTIONS ("QCDs")

Certain taxpayers may transfer funds from their IRA to an eligible charitable organization. To qualify, the IRA owner must be age 70½ or older. QCDs may be made from a Traditional IRA or a Roth IRA and may be used to satisfy a Participant's required minimum distribution ("RMD") for the tax year. The maximum annual amount that may be distributed each year is \$100,000 regardless of how many IRAs the Participant owns. For married individuals filing a joint return, the limit is \$100,000 for each individual IRA owner. More information about QCDs can be found in IRS *Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)*.

PROHIBITED TRANSACTIONS

If you or your beneficiary engages in any prohibited transaction as described in the *Internal Revenue Code* section 4975(c) (such as any sale, exchange, borrowing or leasing of any property between you and your IRA; or any other interference with the independent status of the account), the account will lose its exemption from tax and be treated as having been distributed to you in the tax year in which you or your beneficiary engaged in the prohibited transaction. The distribution may also be subject to additional penalties including a 10% penalty tax if you have not attained age 59½. See *Publication 590* for further instructions on calculating taxable gain, reporting amounts in income and prohibited transaction penalty taxes. In addition, if you or your beneficiary use (pledge) all or any part of your IRA as security for a loan, then the portion so pledged will be treated as if distributed to you and will be taxable to you. Your distribution may also be subject to a 10% penalty tax if you have not attained age 59½ during the year which you make such a pledge.

FEES AND CHARGES

There is an annual custodial maintenance fee for each IRA account as set forth on the application. The Custodian may also charge a service fee in connection with any distribution from your IRA.

ESTATE TAX

Amounts payable to your spouse, as your named beneficiary, may qualify for a marital tax deduction for federal estate tax purposes.

INCOME TAX WITHHOLDING

The Custodian is required to withhold federal income tax from any taxable distribution from your IRA at the rate of 10% unless you choose not to have tax withheld. You may elect out of withholding by advising the Custodian in writing, prior to the distribution, that you do not want tax withheld from the distribution. This election may be made on any distribution request form provided by the Custodian. If you do not elect out of tax withholding, you may direct the Custodian to withhold an additional amount of tax in excess of 10%.

State income tax withholding may also apply to distributions from your IRA account when federal income tax is withheld. Please contact your tax advisor or state tax authority for information about your state's income tax withholding requirements.

Also, as noted above, effective as of January 1, 2020, for any Traditional IRA Account that becomes dormant and subject to escheatment under state unclaimed property law, the Internal Revenue Service requires reporting of the amount escheated on IRS *Form 1099R* and income tax withholding at the time of escheatment to the state. You agree and authorize the Custodian to liquidate sufficient assets in your custodial account to provide for the withholding to the IRS. The Custodian will remit withholding to the IRS in accordance with any prior withholding election. If you have not made a prior withholding election, the Custodian will remit withholding at a rate of ten percent (10%).

ADDITIONAL INFORMATION

Distributions under \$10 will not be reported on IRS *Form 1099-R* (as allowed under IRS regulations). However, you must still report these distributions to the IRS on your *Form 1040* (as well as other forms that may be required to properly file your tax return).

For more detailed information, you may obtain IRS *Publication 590, Individual Retirement Arrangements (IRAs)* from any district office of the IRS or by calling 1-800-TAX-FORM.

FILING WITH THE IRS

Contributions to your IRA must be reported on your tax return (*Form 1040* or *1040-A* and *Form 8606* for non-deductible Traditional IRA contributions) for the taxable year contributed. If you are subject to any of the federal penalty taxes due to excess contributions, premature distributions or missed RMDs, you must file IRS *Form 5329*.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

You have opened an Individual Retirement Account ("IRA"), which is a Traditional or SEP IRA for the exclusive benefit of you and your beneficiaries, created by a written instrument (the "Custodial Account Agreement"). The following requirements apply to your IRA:

1. Contributions, transfers and rollovers may be made only in "cash" by check, draft or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be non-forfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. You must begin receiving distributions from your account no later than:
 - i. April 1 of the year following the year in which you attain age 70½; if you attained age 70 ½ in or prior to 2019 (those owners born on or prior to June 30, 1949).
 - ii. April 1 of the year following the year in which you attain age 72; if you attain age 70 ½ in or after 2020 (those owners born on or after July 1, 1949).
 - iii. and distributions must be completed over a period that is not longer than the joint life expectancy of you and your beneficiary.

TRADITIONAL IRA ELIGIBILITY

You are permitted to make a regular contribution to your traditional IRA, if you receive compensation for such taxable year. For tax year 2019 and prior, contributions were not allowed for any year in which or after you attained age 70 ½. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and "earned income" in the case of self-employment, payments made to individuals pursuing graduate or post-doctoral study or research and Difficulty of Care Payments. The amount which is deductible depends upon whether or not you are an active participant in a retirement plan maintained by your employer; your modified adjusted gross income; your marital status; and your tax filing status.

TRADITIONAL IRA INCOME TAX DEDUCTION

Your contribution to a Traditional IRA may be deductible on your federal income tax return. However, there is a phase-out of the IRA deduction if you are an active participant in an employer-sponsored retirement plan. The IRA deduction is reduced proportionately as adjusted gross income increases. Adjusted gross income levels are subject to change each year. Please consult Internal Revenue Service ("IRS") *Publication 590* for calculating your deductible contribution as it pertains to individual income and employer-sponsored retirement plan circumstances. Your contributions in excess of the permitted deduction will be considered non-deductible contributions.

A deductible IRA contribution can be made to your spouse's IRA even if you are an active participant in an employer-sponsored retirement plan if your joint adjusted gross income for the tax year does not exceed the limits as set forth by the IRS. The IRA deduction is reduced proportionately as your joint adjusted gross income increases.

TRADITIONAL IRA TAXATION AND ROLLOVERS

The income of your IRA is not taxed until the money is distributed to you. Distributions are taxable as ordinary income when received, except the amount of any distribution representing non-deducted contributions or the return of an excess contribution is not taxed.

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA Participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a Participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. For more information, please visit the IRS's website [irs.gov](https://www.irs.gov) using the search term "IRA One-Rollover-Per-Year Rule". You must contact the receiving institution to initiate a trustee-to-trustee transfer.

In general, you may "roll over" a distribution from another IRA, an eligible rollover distribution from your employer's qualified plan, or distributions from certain tax-deferred annuities or accounts. If a distribution is rolled over (i.e., deposited into your IRA within 60 calendar days), the amount rolled over is not taxable. The IRS strictly enforces the 60-day time limit. You may roll over a portion of a distribution, in which case the remainder will be subject to tax. The IRS requires 20% of any distribution from your employer's qualified plan to be withheld for federal income tax unless your distribution is transferred (as a direct rollover) to an eligible retirement plan such as another qualified plan or IRA.

LATE ROLLOVER CONTRIBUTIONS

The IRS will permit you to deposit a late rollover contribution (exceeding the 60-day time limit) if you meet certain qualifications. All late rollover contribution deposits must be accompanied by a late rollover self-certification form. It is important to know that self-certification does not constitute an automatic waiver of the 60-day time limit. The IRS may, during the course of an examination, determine that your contribution does not meet the requirements for a waiver. If it is determined that you do not meet the requirements, you could be subject to additional income, income taxes and penalties. The IRA Custodian is required to report all late rollover contribution deposits on IRS *Form 5498*. For more information and a list of qualifying events, please visit the IRS's website [irs.gov](https://www.irs.gov) using the search term "Revenue Procedure 2020-46".

Note: The rules regarding tax-free rollovers are complex and subject to frequent change; you should consult a professional tax advisor if you are considering a rollover.

CONVERTING TO A ROTH IRA

You may also "convert" all or a portion of your Traditional, SEP or SIMPLE (after the required two-year holding period) IRA to a Roth IRA. You may not convert any portion of a required minimum distribution ("RMD"). A conversion is a type of distribution and is not tax-free. Distributions are taxable as ordinary income when received, except any amount representing the return of non-deducted contributions is not taxed. The 10% penalty tax on early distributions does not apply to conversion amounts unless an amount attributable to a conversion is distributed from the Roth IRA prior to five years from the date of the conversion. Your Traditional IRA may be converted to a Roth IRA by means of an in-house direct transfer (within the same financial institution) or as a direct transfer between two different financial institutions.

A conversion is reported as a distribution from your Traditional IRA (IRS *Form 1099-R*) and a conversion contribution to your Roth IRA (IRS *Form 5498*). The rules regarding conversions to Roth IRAs are complex, and you should consult a professional tax advisor prior to a conversion.

RECHARACTERIZATION OF A ROTH IRA CONVERSION IS NOW PROHIBITED (CORRECTION PROCESS)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a Traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer-sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be "reversed" or "corrected".

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a Traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. According to the IRS, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018. For more information, please visit the IRS's website [irs.gov](https://www.irs.gov) using the search term "IRA FAQs – Recharacterization of Roth Rollovers and Conversions".

RECHARACTERIZING TRADITIONAL IRA CONTRIBUTIONS

If you are eligible to contribute to a Roth IRA, all or part of a contribution you make to your Traditional IRA, along with allocable earnings or losses, may be recharacterized and treated as if made to your Roth IRA on the date the contribution was originally made to your Traditional IRA. Recharacterization of a contribution is irrevocable and must be completed on or before the due date, including extensions, for filing your federal income tax return for the tax year for which the contribution was originally made.

A recharacterized contribution is reported as a distribution from the first IRA (IRS *Form 1099-R*) and a recharacterization contribution to the second IRA (IRS *Form 5498*) for the tax year in which the recharacterization occurs. The rules regarding recharacterization are complex, and you should consult a professional tax advisor prior to any recharacterization. A recharacterization form is available from the Custodian and should be used for all recharacterization requests.

EXCESS CONTRIBUTIONS

Amounts contributed to your Traditional IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. The return of earnings may also be subject to the 10% penalty tax on early distributions discussed in the section titled "Early Distributions from a Traditional IRA". If you make an excess contribution to your IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution, if corrected before your federal income tax return due date (including extensions), pursuant to *Internal Revenue Code* section 408(d)(4) and *IRS Publication 590*. The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½. An *IRS Form 1099-R* will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. If you are subject to a federal penalty tax due to an excess contribution, you must file *IRS Form 5329*.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or "NIA") using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (including extensions) will be considered corrected, thus avoiding an excess contribution penalty.

EARLY DISTRIBUTIONS FROM A TRADITIONAL IRA

Early Distribution Penalty Tax – If you are under age 59½ and receive a Traditional IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. However, the additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

- 1. Death** - After your death, distributions made to your beneficiary.
- 2. Disability** – If at the time of distribution, you are disabled (within the meaning of section 72(m)(7) of the Internal Revenue Code)
- 3. Substantially equal periodic payments** – You are not subject to the additional 10% early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary.¹
- 4. Unreimbursed medical expenses** – If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income. The medical expenses may be for you, your spouse, or any dependent listed on your tax return.¹
- 5. Health insurance premiums** – If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your Traditional IRA to pay for health insurance premiums.¹
- 6. Higher education expenses** – Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse.¹
- 7. First-time homebuyer** – You may take payments from your Traditional IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of \$10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution.¹
- 8. IRS levy** – Payments from your Traditional IRA made to the U.S. government in response to a federal tax levy.
- 9. Qualified reservist distributions** – If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your Traditional IRA during the active duty period.¹
- 10. Qualified birth or adoption** – Payments from your Traditional IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10% early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed \$5,000 for each birth or adoption.¹

You must file *IRS Form 5329* along with your income tax return to the IRS to report and remit any additional taxes if your distribution is not for one of the above reasons.

¹ We do not report distributions for these exceptions on *IRS Form 1099-R* as exempt from the early distribution penalty. You must file *IRS Form 5329* along with your income tax return to the IRS to claim a penalty tax exception for this reason.

The above is general information on Traditional IRA distributions. You may wish to review *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov. If you have questions about whether a distribution includes any amount subject to federal income or the 10% early distribution tax, please speak with a qualified tax professional.

REQUIRED DISTRIBUTIONS FROM A TRADITIONAL IRA

You are required to begin receiving minimum distributions from your IRA by your required beginning date, which is defined as:

- a. April 1 of the year following the year in which you attain age 70½; if you attained age 70 ½ in or prior to 2019 (those owners born on or prior to June 30, 1949), or
- b. April 1 of the year following the year in which you attain age 72; if you attain age 70 ½ in or after 2020 (those owners born on or after July 1, 1949)

The year you attain age 70½ or 72, as applicable, is referred to as your “first distribution calendar year”. Your required minimum distribution for each year, beginning with the calendar year you attain age 70½ or 72, as applicable, is generally based upon the value of your account at the end of the prior year divided by the factor for your age (derived from the IRS Uniform Lifetime Distribution Period Table). This table assumes you have a designated spouse beneficiary exactly 10 years younger than you. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, your RMD for each year is based upon the joint life expectancies of you and your spouse. The account balance that is used to determine each year’s RMD amount is the prior year-end fair market value (value as of December 31), adjusted for outstanding rollovers, transfers and recharacterizations (that relate to a conversion or failed conversion made in the prior year). You are responsible for notifying the Custodian of any outstanding amounts.

If the amount distributed during a taxable year is less than the minimum amount required to be distributed, you will be subject to a penalty tax equal to 50% of the difference between the amount distributed and the amount required to be distributed. You are responsible for monitoring this schedule from year to year to make sure that you are withdrawing the required minimum amount. If you are subject to a federal penalty tax due to a missed RMD, you must file IRS *Form 5329*.

However, no payment will be made from this IRA until you provide the Custodian with a proper distribution request acceptable by the Custodian. Upon receipt of such distribution request, you may switch to a joint life expectancy in determining the RMD if your spouse was your sole beneficiary, as of the January 1 of the calendar year that contains your required beginning date, and such spouse is more than 10 years younger than you. The RMD for the second distribution calendar year and for each subsequent distribution calendar year must be made by December 31 of each such year. An RMD election form is available from the Custodian.

TRADITIONAL IRA DISTRIBUTIONS DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR PRIOR TO DECEMBER 31ST, 2019

If, prior to your death, you have not started to take your required distributions and you have properly designated a beneficiary(ies), the entire value of your IRA must be distributed to your beneficiaries within five years after your death, unless the designated beneficiary elects in writing, no later than September 30 of the year following the year in which you die, to take distributions over their life expectancy. These distributions must commence no later than December 31 of the calendar year following the calendar year of your death. However, if your spouse is your sole beneficiary, these distributions are not required to commence until the December 31 of the calendar year you would have attained age 70½, if that date is later than the required commencement date in the previous sentence. If you die before your required beginning date and you do not have a designated beneficiary, the balance in your IRA must be distributed no later than the December 31 of the calendar year that contains the fifth anniversary of your death.

If you die on or after your required beginning date and you have a designated beneficiary, the balance in your IRA will be distributed to your beneficiary over a period not longer than the beneficiary’s single life expectancy. These distributions must commence no later than December 31 of the calendar year following the calendar year of your death. If you die on or after your required beginning date and you do not have a designated beneficiary, the balance in your IRA must be distributed over a period that does not exceed your remaining single life expectancy determined in the year of your death. However, the RMD for the calendar year that contains the date of your death is still required to be distributed. Such amount is determined as if you were still alive throughout that year. If your spouse is your sole beneficiary, your spouse may elect to treat your IRA as their own IRA, whether you die before or after your required beginning date. If you die after your required beginning date and your spouse elects to treat your IRA as his or her own IRA, any required minimum that has not been distributed for the year of your death must still be distributed to your surviving spouse and then the remaining balance can be treated as your spouse’s own IRA. After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary, provided the original beneficiary’s date of death is on or prior to December 31st, 2019. If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to your estate.

TRADITIONAL IRA DISTRIBUTIONS DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR AFTER JANUARY 1ST, 2020

If you die on or after your required beginning date the required minimum distribution for the year of your death must be distributed to your beneficiary(ies) if it has not otherwise been taken prior to the date of your death. If you have one or more properly designated beneficiaries, all other amounts remaining in your IRA upon your death must be distributed no later than December 31st of the calendar year that contains the tenth anniversary of your death. If you have no designated beneficiary by September 30th of the year following the year in which you die, the entire value of your IRA must be distributed to your beneficiaries by December 31st of the calendar year that contains the fifth anniversary of your death. An exception to the 10-year rule is available for eligible designated beneficiaries who elect in writing no later than 1 year after the owner's death to take distributions over their life expectancy. An "eligible designated beneficiary" is any designated beneficiary named by the owner where such designation is received in proper form prior to the death of the owner and the designated beneficiary is:

- i. The owner's spouse
 - a. If your designated beneficiary is your spouse, your spouse may elect to treat your Traditional IRA as their own.
- ii. A child of the IRA owner who has not reached the age of majority.
 - a. Upon attaining the age of majority, the child of the owner will no longer be an "eligible designated beneficiary". Any portion remaining must be distributed no later than the end of the tenth year after the year they reach majority.
- iii. Disabled individuals within the meaning of section 72(m)(7) of the *Internal Revenue Code* as of the date of the death of the owner.
- iv. Chronically ill individuals, within the meaning of section 401(a)(9)(E)(ii)(IV) as of the date of death of the owner.
- v. An individual not listed above who is not more than 10 years younger than the IRA owner.

After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries of an inherited traditional IRA may not take life expectancy distributions; the balance remaining in the account must be distributed by December 31st of the calendar year that contains the tenth anniversary of the death of the beneficiary.

TRADITIONAL IRA IRS-APPROVED FORM

Your Traditional IRA is the IRS's model custodial account contained in IRS *Form 5305-A*. Certain additions have been made in Article VIII of the form. By following the form, your Traditional IRA meets the requirements of the *Internal Revenue Code*. However, the IRS has not endorsed the merits of the investments allowed under the IRA. *Form 5305-A* may also be used by qualifying employers in conjunction with *Form 5305-SEP* to establish a Simplified Employee Pension plan ("SEP") on behalf of employees. If your IRA is part of a SEP, details regarding the plan should also be provided by your employer. IRS *Form 5305-A* cannot be used in connection with SIMPLE or Roth IRAs or Coverdell Education Savings Accounts.

ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

You have opened a Roth Individual Retirement Account ("Roth IRA"), which is an account for the exclusive benefit of you and your beneficiaries, created by a written instrument (the "Custodial Account Agreement"). The following requirements apply to your Roth IRA:

1. Contributions, transfers and rollovers may be made only in "cash" by check, draft or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be non-forfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. There is no age limit on contributions as long as you have earned income.
7. Your adjusted gross income must be within the eligibility limits.
8. There are no mandatory withdrawals during your lifetime.

ROTH IRA ELIGIBILITY

You are permitted to make a regular contribution to your Roth IRA for any taxable year if you receive compensation for such taxable year. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and "earned income" in the case of self-employment, payments made to individuals pursuing graduate or post-doctoral study or research and Difficulty of Care Payments.

Contributions can continue to be made to a Roth IRA at any age as long as the requirements of earned income are met.

There is a phase-out of eligibility to make a Roth IRA contribution if your adjusted gross income is above certain levels. These limits may be adjusted from time to time by the IRS.

ROTH IRA INCOME TAX DEDUCTION

Your contribution to a Roth IRA is not deductible on your federal income tax return.

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA Participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a Participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. For more information, please visit the Internal Revenue Service's ("IRS's") website [irs.gov](https://www.irs.gov) using the search term "IRA One-Rollover-Per-Year Rule". You must contact the receiving institution to initiate a trustee-to-trustee transfer.

In general, you may "roll over" a distribution from another IRA, an eligible rollover distribution from your employer's qualified plan, or distributions from certain tax-deferred annuities or accounts. If a distribution is rolled over (i.e., deposited into your IRA within 60 calendar days), the amount rolled over is not taxable. The IRS strictly enforces the 60-day time limit. You may roll over a portion of a distribution, in which case the remainder will be subject to tax. The IRS requires 20% of any distribution from your employer's qualified plan to be withheld for federal income tax unless your distribution is transferred (as a direct rollover) to an eligible retirement plan such as another qualified plan or IRA.

LATE ROLLOVER CONTRIBUTIONS

The IRS will permit you to deposit a late rollover contribution (exceeding the 60-day time limit) if you meet certain qualifications. All late rollover contribution deposits must be accompanied by a late rollover self-certification form. It is important to know that self-certification does not constitute an automatic waiver of the 60-day time limit. The IRS may, during the course of an examination, determine that your contribution does not meet the requirements for a waiver. If it is determined that you do not meet the requirements, you could be subject to additional income, income taxes and penalties. The IRA Custodian is required to report all late rollover contribution deposits on IRS *Form 5498*. For more information and a list of qualifying events, please visit the IRS's website [irs.gov](https://www.irs.gov) using the search term "Revenue Procedure 2020-46".

Note: The rules regarding tax-free rollovers are complex and subject to frequent change; you should consult a professional tax advisor if you are considering a rollover.

ROLLOVER FROM A DESIGNATED ROTH CONTRIBUTION ACCOUNT UNDER AN EMPLOYER-SPONSORED PLAN INTO A ROTH IRA

Amounts attributable to a Participant's designated Roth contribution account under an employer's 401(k) plan or 403(b) plan are eligible to roll over into a Roth IRA as either a direct rollover or a 60-day rollover. Once the amount is rolled over to a Roth IRA it may not be rolled back to an employer's plan. The rules regarding designated Roth rollovers to Roth IRAs are complex, and you should consult a tax advisor prior to initiating a designated Roth rollover.

MILITARY DEATH GRATUITIES AND SERVICE MEMBERS GROUP LIFE INSURANCE ("SGLI") PAYMENT ROLLOVERS

If you received a military death gratuity or SGLI payment, you may contribute all or part of the amount received to your Roth IRA or to a Coverdell Education Savings Account ("Coverdell ESA"). The contribution is treated as a rollover, except that this type of rollover does not count when figuring the annual limit on the number of rollovers allowed. The amount you can contribute to a Roth IRA or Coverdell ESA under this provision cannot exceed the total amount of such payments that you received because of the death of a person reduced by any part of the amount so received that you have already contributed to a Roth IRA or Coverdell ESA.

ROTH CONVERSIONS

You may convert a Traditional, SEP or SIMPLE (after the required two-year holding period) IRA into a Roth IRA. You may not convert any portion of a required minimum distribution ("RMD"). If a distribution is converted from a Traditional IRA and is deposited to your Roth IRA within 60 calendar days, the amount of the conversion distribution will be taxed as ordinary income, except any amount which represents the return of non-deductible contributions is not taxed. The IRS enforces the 60-day time limit strictly. The 10% penalty for early distributions will not apply to the amount converted if held in your Roth IRA for at least five years and certain other criteria are met. See the section titled "Taxation of Roth IRA Distributions". Your Traditional IRA may be converted to a Roth IRA by means of an in-house direct transfer (within the same financial institution) or as a direct transfer between two different financial institutions.

A conversion is reported as a distribution from your Traditional IRA (IRS *Form 1099-R*) and a conversion contribution to your Roth IRA (IRS *Form 5498*). The rules regarding conversions to Roth IRAs are complex, and you should consult a professional tax advisor prior to a conversion.

EMPLOYER-SPONSORED PLAN CONVERSIONS TO A ROTH IRA

Conversion rollovers from employer-sponsored plans, such as qualified plans and 403(b) plans, to a Roth IRA are permitted.

RECHARACTERIZATION OF ROTH IRA CONVERSION IS NOW PROHIBITED (CORRECTION PROCESS)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a Traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer-sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be “reversed” or “corrected”.

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a Traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. According to the IRS, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018. For more information, please visit the IRS’s website [irs.gov](https://www.irs.gov) using the search term “IRA FAQs – Recharacterization of Roth Rollovers and Conversions”.

RECHARACTERIZING A ROTH IRA CONTRIBUTION

All or part of a contribution you make to your Roth IRA, along with any allocable earnings or losses, may be recharacterized and treated as if made to your Traditional IRA on the date the contribution was originally made to your Roth IRA. All or part of a contribution you make to your Traditional IRA may be recharacterized and treated as if made to your Roth IRA on the date the contribution was originally made to your Traditional IRA. Recharacterization of a contribution is irrevocable and must be completed on or before the due date, including extensions, for filing your federal income tax return for the tax year for which the contribution was originally made.

A recharacterized contribution is reported as a distribution from the first IRA (IRS *Form 1099-R*) and a recharacterization contribution to the second IRA (IRS *Form 5498*) for the tax year in which the recharacterization occurs.

EXCESS CONTRIBUTIONS

Amounts contributed to your Roth IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax on excess contributions will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. The return of earnings may also be subject to the 10% penalty tax on early distributions. An IRS *Form 1099-R* will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. Consult IRS *Publication 590* for more information pertaining to excess contributions. If you make an excess contribution to your Roth IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution if corrected before your federal income tax return due date (including extensions), pursuant to Internal Revenue Code section 408(d)(4) and IRS *Publication 590*. The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½. If you are subject to a federal penalty tax due to an excess contribution, you must file IRS *Form 5329*.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or “NIA”) using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the Roth IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (plus extensions) will be considered corrected, thus avoiding an excess contribution penalty.

TAXATION OF ROTH IRA DISTRIBUTIONS

Any distribution, or portion of any distribution, which consists of the return of contributions you made to your Roth IRA is not subject to federal income tax. For federal income tax purposes, contributions are presumed to be withdrawn first, then conversion contributions, then earnings.

Qualified distribution – The earnings on your contributions will not be subject to federal income tax or penalty if the assets being withdrawn have been in your Roth IRA for at least five (5) years (from the first taxable year in which your initial contribution, including rollover or conversion contribution, was made to the Roth IRA) in addition to any one of the following:

1. You have attained age 59½, or
2. Used toward the expenses of a first-time home purchase up to a lifetime limit of \$10,000, or
3. Made because you are disabled, or
4. Due to your death.

Non-qualified distribution – The earnings portion of a distribution made prior to the end of the five-year holding period, regardless of the reason, is considered a non-qualified distribution and is subject to ordinary income tax. The earnings may also be subject to a 10% penalty tax if you are under age 59½, unless an early distribution exception applies. The distribution of amounts attributable to conversion contributions (prior to five years from the tax year of conversion) may be subject to a 10% penalty tax if you are under age 59½, unless an early distribution exception applies. Exceptions to the 10% penalty tax on early distributions are described in the section titled “Early Distributions from a Roth IRA”. If you are subject to a federal penalty tax due to a premature distribution, you must file IRS *Form 5329*.

EARLY DISTRIBUTIONS FROM A ROTH IRA

Early Distribution Penalty Tax – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10% generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

- 1. Death** - After your death, distributions made to your beneficiary.
- 2. Disability** – If at the time of distribution, you are disabled (within the meaning of section 72(m)(7) of the Internal Revenue Code)
- 3. Substantially equal periodic payments** – You are not subject to the additional 10% early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary.¹
- 4. Unreimbursed medical expenses** – If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income. The medical expenses may be for you, your spouse, or any dependent listed on your tax return.¹
- 5. Health insurance premiums** – If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your Roth IRA to pay for health insurance premiums.¹
- 6. Higher education expenses** – Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse.¹
- 7. First-time homebuyer** – You may take payments from your Roth IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of \$10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution.¹
- 8. IRS levy** – Payments from your Roth IRA made to the U.S. government in response to a federal tax levy.
- 9. Qualified reservist distributions** – If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your Roth IRA during the active duty period.¹
- 10. Qualified birth or adoption** – Payments from your Roth IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10% early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed \$5,000 for each birth or adoption.¹

You must file *IRS Form 5329* along with your income tax return to the IRS to report and remit any additional taxes if your distribution is not for one of the above reasons.

¹ We do not report distributions for these exceptions on *IRS Form 1099-R* as exempt from the early distribution penalty. You must file *IRS Form 5329* along with your income tax return to the IRS to claim a penalty tax exception for this reason.

The above is general information on Roth IRA distributions. You may wish to review *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov. If you have questions about whether a distribution includes any amount subject to federal income or the 10% early distribution tax, please speak with a qualified tax professional.

ROTH IRA REQUIRED DISTRIBUTIONS

You are not required to take distributions from your Roth IRA during your lifetime.

ROTH IRA DISTRIBUTION DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR PRIOR TO DECEMBER 31ST, 2019

If you have properly designated a beneficiary(ies), the entire value of your Roth IRA must be distributed to your beneficiaries within five years after your death, unless the designated beneficiary elects in writing, no later than September 30 of the year following the year in which you die, to take distributions over their life expectancy. These distributions must commence no later than December 31 of the calendar year following the calendar year of your death. Your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary, provided the original beneficiary's date of death is on or prior to December 31st, 2019.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to your estate. If your designated beneficiary is your spouse, your spouse may elect to treat your Roth IRA as their own.

ROTH IRA DISTRIBUTIONS DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR AFTER JANUARY 1, 2020

If you have one or more designated beneficiaries, all amounts remaining in your Roth IRA upon your death must be distributed no later than December 31st of the calendar year that contains the tenth anniversary of your death. If you have no designated beneficiary by September 30th of the year following the year in which you die, the entire value of your IRA must be distributed to your beneficiaries within five years after your death. An exception to the 10-year rule is made for eligible designated beneficiaries who elect in writing no later than 1 year after your death to take distributions over their life expectancy. An "eligible designated beneficiary" is any designated beneficiary named by the owner where such designation is received in proper form prior to the death of the owner and the designated beneficiary is:

- i. The owner's spouse,
 - a. If your designated beneficiary is your spouse, your spouse may elect to treat your Roth IRA as their own.
- ii. A child of the IRA owner who has not reached the age of majority.
 - a. Upon attaining the age of majority, the child of the owner will no longer be an "eligible designated beneficiary". Any portion remaining will need to be distributed no later than the end of the tenth year after the year they reach majority.
- iii. Disabled individuals within the meaning of section 72(m)(7) of the *Internal Revenue Code* as of the date of the death of the owner.
- iv. Chronically ill individuals, within the meaning of section 401(a)(9)(E)(ii)(IV) as of the date of death of the owner.
- v. An individual not listed above who is not more than 10 years younger than the IRA owner.

After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries of an inherited Roth IRA may not take life expectancy distributions; the balance remaining in the account must be distributed by December 31st of the calendar year that contains the tenth anniversary of the death of the beneficiary.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to your estate.

ROTH IRA IRS-APPROVED FORM

Your Roth IRA is the IRS's model custodial account contained in IRS *Form 5305-RA*. Certain additions have been made in Article IX of the form. By following the form, your Roth IRA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the Roth IRA. IRS *Form 5305-RA* cannot be used in connection with SEP, SIMPLE or Traditional IRAs or Coverdell ESAs.

TRADITIONAL IRA CUSTODIAL ACCOUNT AGREEMENT

(Under section 408(a) of the *Internal Revenue Code* ("the Code") – *Form 5305-A* (Revised April 2017))

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 Internal Revenue Service ("IRS"). The Depositor whose name appears in the accompanying application is establishing an Individual Retirement Account ("IRA") under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death. The account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries.

The Custodian has given the Depositor the Disclosure Statement required under Regulations section 1.408-6.

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 non-forfeitable.

ARTICLE III

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

- ii. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the required minimum distribution ("RMD") and is determined as follows:
 - (a) The RMD 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 RMD 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 RMD 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 RMD 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 RMD for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The RMD 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 information necessary for the Custodian to prepare any reports required under sections 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the 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 that are not consistent with section 408(a) and the related regulations will be invalid.

ARTICLE VII

This Agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the persons whose signature appears on the IRA application.

ARTICLE VIII

1. All funds in the custodial account (including earnings) shall be invested in assets permissible under the Code which have been designated by the Custodian as eligible for investment ("Eligible Assets") as directed by the Depositor in compliance with this Agreement. Eligible Assets will be purchased at the prices determined in accordance with the market applicable to particular Eligible Assets.
2. The Custodian may hold all Eligible Assets in accounts registered to the Custodian or its nominee. Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account notwithstanding such registration.
3. The Depositor (or the Depositor's authorized agent) shall, from time to time, direct the Custodian to invest funds received by the Custodian under this Agreement. Any funds received by the Custodian under this Agreement for which the Custodian does not receive investment directions may, at the sole discretion of the Custodian, be returned to the Depositor or held uninvested until direction is received from the Depositor (or the Depositor's authorized agent), in either case without such funds being deemed contributed to the custodial account. The Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account, and the Custodian shall not vote any such shares except upon written direction of the Depositor.
4. The Custodian agrees to forward, or to cause to be forwarded, to Depositor (i) the then-current prospectus, if any, applicable to each Eligible Asset held in the custodial account, and (ii) any notices, proxies and proxy soliciting materials received by it with respect to Eligible Assets held in the custodial account.
5. The Depositor shall have the right by written notice to the Custodian (i) to designate one or more beneficiaries to receive any benefit to which the Depositor may be entitled in the event of the Depositor's death prior to the complete distribution of such benefit, and (ii) to designate one or more beneficiaries in replacement of any previously designated beneficiaries. Any such notice will be deemed to be in effect when received in good order by the Custodian. If no such designation is in effect at the time of the Depositor's death, or if all designated beneficiaries have predeceased the Depositor, the Depositor's surviving

spouse shall become the Depositor's beneficiary, or, if the Depositor does not have a surviving spouse at the time of death, the distribution will be made to the Depositor's estate.

6. (a) The Custodian shall have the right to receive rollover contributions. The Custodian reserves the right to refuse to accept any property or contribution which is not in the form of cash.
- (b) The Custodian, upon written direction of the Depositor (or the Depositor's authorized agent) and after submission to the Custodian of such documents as it may reasonably require, shall transfer the assets held under this Agreement (reduced by (1) any amounts referred to in paragraph 8 of this Article VIII and (2) any amounts required to be distributed during the calendar year of transfer) to a qualified retirement plan, to a successor Individual Retirement Account, to an individual retirement annuity for the Depositor's benefit, or directly to the Depositor.

Any amounts received or transferred by the Custodian under this paragraph 6 shall be accompanied by such records and other documents as the Custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

7. Without in any way limiting the foregoing, the Depositor hereby irrevocably delegates to the Custodian the right and power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consents to such amendments, provided they shall comply with all applicable provisions of the Code, the Treasury regulations thereunder and with any other governmental law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address of the Depositor indicated by the Custodian's records.
8. Any income taxes or other taxes of any kind whatsoever levied or assessed upon or in respect of the assets of the custodial account or the income arising therefrom, any transfer taxes incurred, all other administrative expenses incurred, specifically including, but not limited to, administrative expenses incurred by the Custodian in the performance of its duties and fees for legal services rendered to the Custodian, and the Custodian's compensation may be paid by the Depositor and, unless so paid within such time period as the Custodian may establish, shall be paid from the Depositor's custodial account. The Custodian reserves the right to change or adjust its compensation upon 30 days' advance notice to the Depositor.
9. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.
10. The Custodian may rely upon any statement by the Depositor (or by the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased) when taking any action or determining any fact or question which may arise under this Agreement. The Depositor hereby agrees that neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account will be liable for any loss or expense resulting from any action taken or determination made in reliance on such statement. The Depositor assumes sole responsibility for assuring that contributions to the custodial account satisfy the limits specified in the appropriate provisions of the Code.
11. The Custodian may resign at any time upon 30 days' written notice to the Depositor and to the sponsor, issuer, depository or other person or entity primarily associated with each Eligible Asset held in the custodial account and may be removed by the Depositor at any time upon 30 days' written notice to the Custodian. Upon the resignation or removal of the Custodian, a successor custodian shall be appointed within 30 days of such resignation notice and in the absence of such appointment, the Custodian shall appoint a successor unless the Agreement be sooner terminated. Any successor custodian shall be a bank (as defined in section 408(n) of the Code) or such other person found qualified to act as a custodian under an individual account plan by the Secretary of the Treasury or his delegate. The appointment of a successor custodian shall be effective upon receipt by the Custodian of such successor's written acceptance, which shall be submitted to the Custodian, the sponsor and the Depositor. Within 30 days of the effective date of a successor custodian's appointment, the Custodian shall transfer and deliver to the successor custodian applicable account records and assets of the custodial account (reduced by any unpaid amounts referred to in paragraph 8 of this Article VIII). The successor custodian (or any successor thereto) shall be subject to the provisions of this Agreement (or any successor thereto) on the effective date of its appointment.
12. The Custodian shall, from time to time, in accordance with instructions in writing from the Depositor (or the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased), make distributions out of the custodial account in the manner and amounts as may be specified in such instructions (reduced by any amounts referred to in Article VIII, paragraph 8). An IRA distribution form is available from the Custodian and may be obtained and used to request distributions from your IRA. Notwithstanding the provisions of Article IV above, the Custodian assumes (and shall have) no responsibility to make any distribution from the custodial account unless and until such instructions specify the occasion for such distribution and the elected manner of distribution, except as set forth in the second part of this paragraph (12) below, with respect to age 70½ distributions.

Prior to making any such distribution from the custodial account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian shall not be liable for complying with any such instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine,

and assumes no duty of further inquiry. Upon receipt of proper instructions as required above, the Custodian shall cause the assets of the custodial account to be distributed in cash and/or in kind, as specified in such instructions.

The Depositor may select a method of distribution under Article IV, paragraph 2. If the Depositor requests an age 70½ distribution by timely instruction, but does not choose any of the methods of distribution described above by the April 1 following the calendar year in which he or she reaches age 70½, distribution to the Depositor will be made in accordance with Article IV, paragraph 2. If the Depositor does not request an age 70½ distribution from the custodial account by timely instruction, or does not specify a method of calculating the amount of the age 70½ distribution which the Depositor will be taking from another IRA(s), no distribution will be made; however, calculation of the current-year RMD amount which cannot be rolled over to another IRA will be made in accordance with Article IV, paragraph 2, option (b).

13. Distribution of the assets of the custodial account shall be made in accordance with the provisions of Article IV as the Depositor (or the Depositor's beneficiary if the Depositor is deceased) shall elect by written instructions to the Custodian; subject, however, to the provisions of sections 401(a)(9), 408(a)(6) and 403(b)(10) of the Code, the regulations promulgated thereunder, Article VIII, paragraph 12 of this Agreement, and, in addition, if the Depositor dies before his/her entire interest in the custodial account has been distributed, and if the designated beneficiary of the Depositor is the Depositor's surviving spouse, the spouse may treat the custodial account as his/her own individual retirement arrangement. This election will be deemed to have been made if the surviving spouse makes a regular IRA contribution to the custodial account, makes a rollover to or from such custodial account, or fails to receive a payment from the custodial account within the appropriate time period applicable to the deceased Depositor under section 401(a)(9)(B) of the Code.

The provisions of this paragraph (13) of Article VIII shall prevail over the provisions of Article IV to the extent the provisions of this paragraph (13) are permissible under proposed and/or final regulations promulgated by the IRS.

14. In the event any amounts remain in the custodial account after the death of the Depositor, the rights of the Depositor under this Agreement shall thereafter be exercised by his or her beneficiary.
15. The Custodian is authorized to hire agents (including any transfer agent for Eligible Assets) to perform certain duties under this Agreement.
16. This Agreement shall terminate coincident with the complete distribution of the assets of the Depositor's account.
17. All notices to be given by the Custodian to the Depositor shall be deemed to have been given when mailed to the address of the Depositor indicated by the Custodian's records.
18. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account shall be responsible for any losses, penalties or other consequences to the Depositor or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.
19. In addition to the reports required by paragraph (2) of Article V, the Custodian shall periodically cause to be mailed to the Depositor in respect of each such period an account of all transactions affecting the custodial account during such period and a statement showing the custodial account as of the end of such period. If, within 30 days after such mailing, the Depositor has not given the Custodian written notice of any exception or objection thereto, the periodic accounting shall be deemed to have been approved and, in such case or upon the written approval of the Depositor, the Custodian and the sponsor shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.
20. In performing the duties conferred upon the Custodian by the Depositor hereunder, the Custodian shall act as the agent of the Depositor. The parties do not intend to confer any fiduciary duties on the Custodian and none shall be implied. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with Eligible Assets shall be liable (and neither assumes any responsibility) for the collection of contributions, the deductibility or the propriety of any contribution under this Agreement, the selection of any Eligible Asset for this custodial account, or the purpose or propriety of any distribution made in accordance with Article IV and paragraph 12 or 13 of Article VIII, which matters are the sole responsibility of the Depositor or the Depositor's beneficiary, as the case may be. The Depositor agrees that the Depositor will not direct the Custodian to engage in any prohibited transactions (as defined in Code section 4975) with respect to the custodial account.

The Depositor and the successors of the Depositor, including any beneficiary, executor or administrator, shall, to the extent permitted by law, indemnify and hold the Custodian and any sponsor, issuer, depository or other person or entity associated with Eligible Assets and their affiliates, successors and assigns harmless from any and all claims, actions or liabilities, except such as may arise from such party's own bad faith, negligence, non-feasance or willful misconduct.

21. The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Agreement and by operation of law. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with Eligible Assets shall have any duty to account for deductible contributions separately from non-deductible contributions, unless required to do so by applicable law. In determining the taxable amount of a distribution, the Depositor shall rely only on his or her federal tax records, and the Custodian shall withhold federal income tax from any distribution from the custodial account as if the total amount of the distribution is includible in the Depositor's income.

22. Except to the extent superseded by federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.
23. In the event any asset or property held in the custodial account (or any asset or property previously subject to the operation of this section and administered by the Custodian) is redeemed or liquidated, matures, or is otherwise converted to cash or other property (a "Liquidation") for any reason or under any circumstances and the Custodian does not receive timely instructions designating what it should do with the proceeds of such Liquidation (the "Proceeds") from any person lawfully entitled to give instructions with respect to the account, including without limitation the registered owner of the custodial account ("Owner") and successors and representatives of the Owner, including beneficiaries, heirs, executors, and administrators, or other proper persons or entities, or instructions are received but they cannot reasonably or practicably be carried out as given or are ambiguous or unclear, the Owner expressly directs and authorizes the Custodian to take "Any Reasonable Course Of Conduct". "Any Reasonable Course Of Conduct" is hereby defined to mean a course of conduct that the Custodian determines to be reasonable under the circumstances — this course of conduct may include any one or more of the following, but it is not limited to the following: (i) depositing Proceeds in an FDIC-insured bank account or any other account, or using Proceeds to purchase shares of a money market mutual fund or any other asset or property, (ii) distributing Proceeds to persons the Custodian reasonably determines to be lawfully entitled to distributions from the account, (iii) holding Proceeds uninvested in a general account of the Custodian or other depository and (iv) resigning as Custodian and engaging in a course of conduct, including any described in clauses (i) through (iii), outright and free of trust, if the Owner does not appoint a Custodian which immediately accepts transfer of all Proceeds, although nothing in this clause (iv) shall be interpreted to obligate the Custodian to resign before taking any course of conduct, including any described in clauses (i) through (iii).

In the event any agreement or understanding (other than this Custodial Account Agreement) pursuant to which or in consideration of which the Custodian serves as Custodian of the account is terminated (and is not renewed or replaced) and a successor custodian does not take custody of the account in connection with or following such termination, the Custodian, after not less than 30 days' notice to the Owner or such other persons as the Custodian reasonably determines to be entitled to give instructions with respect to the account, may (i) take Any Reasonable Course Of Conduct with respect to any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered by the Custodian, and (ii) may reset custodial fees charged to and owed by the account Owner to the Custodian to an amount equal to the costs of maintaining the account.

The Custodian is authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course Of Conduct by utilizing the assets, property or Proceeds involved or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset administrative costs of the Custodian under any of the above-described circumstances not otherwise recovered, the Custodian shall be entitled to retain for its own account any incidental benefits earned in connection with taking Any Reasonable Course Of Conduct, including "float", bank service credits or overnight investment earnings.

The Custodian shall not be liable for any action taken in reliance on this section, unless such liability is required by the Code or regulations implementing the Code, and the Owner expressly waives and releases the Custodian from all such liability. Without limiting the generality of the foregoing, in the event the Custodian makes a distribution from the account to the persons it reasonably determines to be entitled to account distributions, the Owner and such persons shall bear sole responsibility for any taxes, fines, assessments, penalties, levies, tariffs, or other liabilities or consequences of any nature arising or resulting from the distribution, including non-monetary liabilities or consequences, and for taking any actions following the distribution to avoid or mitigate any liabilities or consequences.

This section shall not be interpreted so as to impose any duty of any nature on the Custodian if any one or more of the events described in this section occurs, whether a duty to take or omit to take any act in particular, to place Proceeds in any particular asset or property, to take possession of Proceeds if possession is discretionary, to exercise discretionary investment authority over the account, or to distribute Proceeds to the Owner. For purposes of clarification, it is the intention of this section to provide the Custodian with the broadest possible discretion permitted by law, including the discretion to hold Proceeds uninvested.

The Owner authorizes the Custodian to escheat or otherwise remit to appropriate jurisdictions in accordance with applicable abandoned property or other laws any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered or held by the Custodian, and to the extent any of the foregoing consists of anything other than cash, the Custodian may escheat or remit the non-cash asset, property or Proceeds or the cash resulting from a Liquidation of such non-cash asset, property or Proceeds.

The account Owner acknowledges and accepts the risks of owning the account as described in this section, including the investment risks and tax consequences of the Custodian taking Any Reasonable Course Of Conduct.

Please note, effective September 1, 2017, Texas Property Code, Title 6, sections 72.1021 and 73.103 allow the owners of mutual funds to designate representatives for their accounts, for the purpose of receiving the notice required in section

74.1011. To designate a representative, please visit <https://comptroller.texas.gov> and complete and return to GuideStone Funds® the Unclaimed Property Designation of Representative form.

24. The term “Participant” used anywhere in this Application and Adoption Agreement has the same meaning as “Depositor” used in this Custodial Account Agreement.

GENERAL INSTRUCTIONS – SECTION REFERENCES ARE TO THE 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 or 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 *Publication 590-A*, Contributions to Individual Retirement Arrangements (IRAs), and *Publication 590-B*, Distributions from Individual Retirement Arrangements (IRAs).

DEFINITIONS

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

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

Identifying Number – The Depositor’s Social Security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

SPECIFIC INSTRUCTIONS

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the 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 CUSTODIAL ACCOUNT AGREEMENT

(Under section 408A of the Internal Revenue Code (“the Code”) – Form 5305-RA (Revised April 2017))

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 Internal Revenue Service (“IRS”). The Depositor whose name appears in the accompanying application is establishing a Roth Individual Retirement Account (“Roth IRA”) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death. The account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries.

The Custodian has given the Depositor the Disclosure Statement required under Regulations section 1.408-6.

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 single Depositor, the annual contribution is phased out between adjusted gross income (“AGI”) of \$95,000 and \$110,000, for a married Depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor’s AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Depositor is married and files a separate return. AGI is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.

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 non-forfeitable.

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 sole beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the Single Life Table in Regulations section 1.401 (a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

ARTICLE VI

1. The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or under guidance published by the 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 that are not consistent 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, related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signature appears on the IRA application.

ARTICLE IX

1. All funds in the custodial account (including earnings) shall be invested in assets permissible under the Code which have been designated by the Custodian as eligible for investment ("Eligible Assets") as directed by the Depositor in compliance with this Agreement. Eligible Assets will be purchased at the prices determined in accordance with the market applicable to particular Eligible Assets.
2. The Custodian may hold all Eligible Assets in accounts registered to the Custodian or its nominee. Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account notwithstanding such registration.
3. The Depositor (or the Depositor's authorized agent) shall, from time to time, direct the Custodian to invest funds received by the Custodian under this Agreement. Any funds received by the Custodian under this Agreement for which the Custodian does not receive investment directions may, at the sole discretion of the Custodian, be returned to the Depositor or held uninvested until direction is received from the Depositor (or the Depositor's authorized agent), in either case without such funds being deemed contributed to the custodial account. The Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account, and the Custodian shall not vote any such shares except upon written direction of the Depositor.

4. The Custodian agrees to forward, or to cause to be forwarded, to Depositor (i) the then-current prospectus, if any, applicable to each Eligible Asset held in the custodial account, and (ii) any notices, proxies and proxy soliciting materials received by it with respect to Eligible Assets held in the custodial account.
5. The Depositor shall have the right by written notice to the Custodian (i) to designate one or more beneficiaries to receive any benefit to which the Depositor may be entitled in the event of the Depositor's death prior to the complete distribution of such benefit, and (ii) to designate one or more beneficiaries in replacement of any previously designated beneficiaries. Any such notice will be deemed to be in effect when received in good order by the Custodian. If no such designation is in effect at the time of the Depositor's death, or if all designated beneficiaries have predeceased the Depositor, the Depositor's surviving spouse shall become the Depositor's beneficiary, or, if the Depositor does not have a surviving spouse at the time of death, the distribution will be made to the Depositor's estate.
6. (a) The Custodian shall have the right to receive rollover and conversion contributions as allowed under section 408A; however, it is the Depositor's responsibility to ensure that such rollovers and conversions are eligible to be contributed to this Roth IRA. The Custodian reserves the right to refuse to accept any property or contribution which is not in the form of cash.

(b) The Custodian, upon written direction of the Depositor (or the Depositor's authorized agent) and after submission to the Custodian of such documents as it may reasonably require, shall transfer the assets held under this Agreement (reduced by any amounts referred to in paragraph 8 of this Article IX) to a successor Roth IRA or directly to the Depositor.

Any amounts received or transferred by the Custodian under this paragraph 6 shall be accompanied by such records and other documents as the Custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

7. Without in any way limiting the foregoing, the Depositor hereby irrevocably delegates to the Custodian the right and power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consents to such amendments, provided they shall comply with all applicable provisions of the Code, the Treasury regulations thereunder and with any other governmental law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address of the Depositor indicated by the Custodian's records.
8. Any income taxes or other taxes of any kind whatsoever levied or assessed upon or in respect of the assets of the custodial account or the income arising therefrom, any transfer taxes incurred, all other administrative expenses incurred, specifically including but not limited to, administrative expenses incurred by the Custodian in the performance of its duties and fees for legal services rendered to the Custodian, and the Custodian's compensation may be paid by the Depositor and, unless so paid within such time period as the Custodian may establish, shall be paid from the Depositor's custodial account. The Custodian reserves the right to change or adjust its compensation upon 30 days' advance notice to the Depositor.
9. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.
10. The Custodian may rely upon any statement by the Depositor (or the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased) when taking any action or determining any fact or question which may arise under this Agreement. The Depositor hereby agrees that neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account will be liable for any loss or expense resulting from any action taken or determination made in reliance on such statement. The Depositor assumes sole responsibility for assuring that contributions to the custodial account satisfy the limits specified in the appropriate provisions of the Code.
11. The Custodian may resign at any time upon 30 days' written notice to the Depositor and to the sponsor, issuer, depository or other person or entity primarily associated with each Eligible Asset held in the custodial account and may be removed by the Depositor at any time upon 30 days' written notice to the Custodian. Upon the resignation or removal of the Custodian, a successor custodian shall be appointed within 30 days of such resignation notice and in the absence of such appointment, the Custodian shall appoint a successor unless the Agreement be sooner terminated. Any successor custodian shall be a bank (as defined in section 408(n) of the Code) or such other person found qualified to act as a custodian under an individual account plan by the Secretary of the Treasury or his delegate. The appointment of a successor custodian shall be effective upon receipt by the Custodian of such successor's written acceptance, which shall be submitted to the Custodian, the sponsor and the Depositor. Within 30 days of the effective date of a successor custodian's appointment, the Custodian shall transfer and deliver to the successor custodian applicable account records and assets of the custodial account (reduced by any unpaid amounts referred to in paragraph 8 of this Article IX). The successor custodian shall be subject to the provisions of this Agreement (or any successor thereto) on the effective date of its appointment.
12. The Custodian shall, from time to time, in accordance with instructions in writing or by means of recorded telephone conversation with the Depositor (or the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased), make distributions out of the custodial account to the Depositor in the manner and amounts as may be specified

in such instructions (reduced by any amounts referred to in Article IX, paragraph 8). An IRA distribution form is available from the Custodian and may be obtained and used to request distributions from your Roth IRA. The Custodian assumes (and shall have) no responsibility to make any distribution from the custodial account unless and until such instructions specify the occasion for such distribution and the elected manner of distribution.

Prior to making any such distribution from the custodial account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian shall not be liable for complying with any such instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine, and assumes no duty of further inquiry. Upon receipt of proper instructions as required above, the Custodian shall cause the assets of the custodial account to be distributed in cash and/or in kind, as specified in such instructions.

13. No distributions are required to be taken from the Roth IRA during the lifetime of the Depositor. If the Depositor desires to take distributions from the Roth IRA, such distributions shall be made, as the Depositor shall elect by written instructions to the Custodian.
14. In the event any amounts remain in the custodial account after the death of the Depositor, his or her beneficiary shall thereafter exercise the rights of the Depositor as described in Article V.
15. The Custodian is authorized to hire agents (including any transfer agent for Eligible Assets) to perform certain duties under this Agreement.
16. This Agreement shall terminate coincident with the complete distribution of the assets of the Depositor's account.
17. All notices to be given by the Custodian to the Depositor shall be deemed to have been given when mailed to the address of the Depositor indicated by the Custodian's records.
18. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account shall be responsible for any losses, penalties or other consequences to the Depositor or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.
19. In addition to the reports required by paragraph (2) of Article VI, the Custodian shall periodically cause to be mailed to the Depositor in respect of each such period an account of all transactions affecting the custodial account during such period and a statement showing the custodial account as of the end of such period. If, within 30 days after such mailing, the Depositor has not given the Custodian written notice of any exception or objection thereto, the periodic accounting shall be deemed to have been approved and, in such case or upon the written approval of the Depositor, the Custodian and the sponsor shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.
20. In performing the duties conferred upon the Custodian by the Depositor hereunder, the Custodian shall act as the agent of the Depositor. The parties do not intend to confer any fiduciary duties on the Custodian and none shall be implied. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with Eligible Assets shall be liable (and neither assumes any responsibility) for the collection of contributions, the deductibility or the propriety of any contribution under this Agreement, the selection of any Eligible Asset for this custodial account, or the purpose or propriety of any distribution made, which matters are the sole responsibility of the Depositor or the Depositor's beneficiary, as the case may be. The Depositor agrees that the Depositor will not direct the Custodian to engage in any prohibited transactions (as defined in Code section 4975) with respect to the custodial account.

The Depositor and the successors of the Depositor, including any beneficiary, executor or administrator, shall, to the extent permitted by law, indemnify and hold the Custodian and any sponsor, issuer, depository or other person or entity associated with Eligible Assets and their affiliates, successors and assigns harmless from any and all claims, actions or liabilities, except such as may arise from such party's own bad faith, negligence, non-feasance or willful misconduct.

21. The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Agreement and by operation of law. In determining the taxable amount of a distribution, the Depositor shall rely only on his or her federal tax records, and the Custodian shall withhold federal income tax from any distribution from the custodial account as if the total amount of the distribution is includible in the Depositor's income.
22. Except to the extent superseded by federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.
23. In the event any asset or property held in the custodial account (or any asset or property previously subject to the operation of this section and administered by the Custodian) is redeemed or liquidated, matures, or is otherwise converted to cash or other property (a "Liquidation") for any reason or under any circumstances and the Custodian does not receive timely instructions designating what it should do with the proceeds of such Liquidation (the "Proceeds") from any person lawfully entitled to give instructions with respect to the account, including without limitation the registered owner of the custodial account ("Owner") and successors and representatives of the Owner, including beneficiaries, heirs, executors, and

administrators, or other proper persons or entities, or instructions are received but they cannot reasonably or practicably be carried out as given or are ambiguous or unclear, the Owner expressly directs and authorizes the Custodian to take "Any Reasonable Course Of Conduct". "Any Reasonable Course Of Conduct" is hereby defined to mean a course of conduct that the Custodian determines to be reasonable under the circumstances — this course of conduct may include any one or more of the following, but it is not limited to the following: (i) depositing Proceeds in an FDIC-insured bank account or any other account, or using Proceeds to purchase shares of a money market mutual fund or any other asset or property, (ii) distributing Proceeds to persons the Custodian reasonably determines to be lawfully entitled to distributions from the account, (iii) holding Proceeds uninvested in a general account of the Custodian or other depository and (iv) resigning as Custodian and engaging in a course of conduct, including any described in clauses (i) through (iii), outright and free of trust, if the Owner does not appoint a Custodian which immediately accepts transfer of all Proceeds, although nothing in this clause (iv) shall be interpreted to obligate the Custodian to resign before taking any course of conduct, including any described in clauses (i) through (iii).

In the event any agreement or understanding (other than this Custodial Account Agreement) pursuant to which or in consideration of which the Custodian serves as Custodian of the account is terminated (and is not renewed or replaced) and a successor custodian does not take custody of the account in connection with or following such termination, the Custodian, after not less than 30 days' notice to the Owner or such other persons as the Custodian reasonably determines to be entitled to give instructions with respect to the account, may (i) take Any Reasonable Course Of Conduct with respect to any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered by the Custodian, and (ii) may reset custodial fees charged to and owed by the Owner to the Custodian to an amount equal to the costs of maintaining the account.

The Custodian is authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course Of Conduct by utilizing the assets, property or Proceeds involved or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset administrative costs of the Custodian under any of the above-described circumstances not otherwise recovered, the Custodian shall be entitled to retain for its own account any incidental benefits earned in connection with taking Any Reasonable Course Of Conduct, including "float", bank service credits or overnight investment earnings.

The Custodian shall not be liable for any action taken in reliance on this section, unless such liability is required by the Code or regulations implementing the Code, and the Owner expressly waives and releases the Custodian from all such liability. Without limiting the generality of the foregoing, in the event the Custodian makes a distribution from the account to the persons it reasonably determines to be entitled to account distributions, the Owner and such persons shall bear sole responsibility for any taxes, fines, assessments, penalties, levies, tariffs, or other liabilities or consequences of any nature arising or resulting from the distribution, including non-monetary liabilities or consequences, and for taking any actions following the distribution to avoid or mitigate any liabilities or consequences.

This section shall not be interpreted so as to impose any duty of any nature on the Custodian if any one or more of the events described in this section occurs, whether a duty to take or omit to take any act in particular, to place Proceeds in any particular asset or property, to take possession of Proceeds if possession is discretionary, to exercise discretionary investment authority over the account, or to distribute Proceeds to the Owner. For purposes of clarification, it is the intention of this section to provide the Custodian with the broadest possible discretion permitted by law, including the discretion to hold Proceeds uninvested.

The Owner authorizes the Custodian to escheat or otherwise remit to appropriate jurisdictions in accordance with applicable abandoned property or other laws any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered or held by the Custodian, and to the extent any of the foregoing consists of anything other than cash, the Custodian may escheat or remit the non-cash asset, property or Proceeds or the cash resulting from a Liquidation of such non-cash asset, property or Proceeds.

The account Owner acknowledges and accepts the risks of owning the account as described in this section, including the investment risks and tax consequences of the Custodian taking Any Reasonable Course Of Conduct.

24. The term "Participant" used anywhere in the Application and Adoption Agreement has the same meaning as "Depositor" used in this Custodial Account Agreement.
25. Notwithstanding any other provision of this Agreement, specifically including but not limited to paragraph 3 of Article V and Article VII, a spouse beneficiary shall have available all death benefits options available under current section 408(a) even if the spouse is not the sole beneficiary.
26. Notwithstanding any other provision of this Agreement or the Application and Adoption Agreement, including any designation by Depositor thereon, the account being established by the Depositor pursuant to the Application and Adoption Agreement is not and may not be a Roth Conversion IRA. Any reference on the Application and Adoption Agreement to "conversion" is for purposes of clarifying instructions from the Depositor and shall not be interpreted to establish a Roth Conversion IRA subject to Article I.

GENERAL INSTRUCTIONS – SECTION REFERENCES ARE TO THE 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 or his or her beneficiaries. Do not file *Form 5305-RA* with the IRS. Instead, keep it for 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 five 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 home buyer (limited to \$10,000) are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Depositor, see *Publication 590-A*, Contributions to Individual Retirement Arrangements (IRAs), and *Publication 590-B*, Distributions from Individual Retirement Arrangements (IRAs).

DEFINITIONS

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

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

SPECIFIC INSTRUCTIONS

Article I. – The Depositor may be subject to a 6% tax on excess contributions if (1) contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, (2) the Depositor’s AGI 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.

Rev. September 11, 2012 - NAF

| FACTS | WHAT DOES BNY MELLON INVESTMENT SERVICING TRUST COMPANY 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? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number• Account balances• Transaction history• Account transactions• Retirement assets <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> |
| 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 BNY Mellon Investment Servicing Trust Company chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does BNY Mellon Investment Servicing Trust Company 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 | No | No |
| For joint marketing with other financial companies | No | No |
| 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 | No |
| For our affiliates to market to you | No | No |
| For non-affiliates to market to you | No | No |

| | |
|-------------------|---------------------|
| Questions? | Call 1-855-649-0623 |
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| Who we are | |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who is providing this notice? | BNY Mellon Investment Servicing Trust Company, Custodian for self-directed savings and retirement accounts, such as Individual Retirement Accounts, qualified plans and 403(b)(7) plans, and for mutual fund Wrap Product and Global Cash Portal accounts |

| What we do | |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| How does BNY Mellon Investment Servicing Trust Company 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 BNY Mellon Investment Servicing Trust Company collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or deposit funds • Make deposits or withdrawals from your account • Provide account information • Give us your contact information • Show your government-issued ID <p>We also collect your personal information from affiliates or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p> |

| Definitions | |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Affiliates | Companies related by common ownership or control. They can be financial and non-financial companies. |
| Non-affiliates | Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • BNY Mellon Investment Servicing Trust Company does not share information with non-affiliates so they can market to you. |
| Joint marketing | A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • BNY Mellon Investment Servicing Trust Company doesn't jointly market. |

| Other important information | |
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| This notice applies to individual consumers who are customers or former customers. This notice replaces all previous notices of our consumer privacy policy and may be amended at any time. We will keep you informed of changes or amendments as required by law. | |

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