



TRUST BANK

Charles Schwab Trust Bank
Attention: IRA Services
P.O. Box 388
Richfield, OH 44286-0388

Month day, year

First Name Last Name
1110 Street Name
City, ST 12345

Re: Roth IRA

Dear First Name Last Name:

Congratulations! A Charles Schwab Trust Bank Roth Individual Retirement Account (IRA) has been automatically established in your name. Your retirement plan assets have been transferred into your new account and deposited into an FDIC-insured bank account. FDIC insurance is subject to satisfaction of certain conditions. The interest rate and annual percentage yield (APY) on your account as of the date of this letter are described below, and may change at any time without notice.

Interest Rate: 1.00%

APY: 1.00%

To access your account, you must complete a Roth IRA Account Activation Agreement online at workplace.schwab.com or complete the enclosed agreement and mail it to us at the address shown above. Your request will be expedited if you complete the agreement online.

Please review the following enclosed materials for further information about your account:

- Charles Schwab Trust Bank Individual Retirement Account - Account Holder Guide: Product description of benefits, pricing and account activation
- Charles Schwab Trust Bank Roth Retirement Account Agreement - For your review
- Money Market Deposit Account Terms - For your review
- Charles Schwab Privacy Notice - What we do with your personal information - For your review

As a result of recent changes in applicable federal law, Charles Schwab Trust Bank anticipates that it will be modifying the terms of your IRA agreement, including changes to the terms addressing the following items: beneficiary distribution requirements; Required Minimum Distributions (RMD) beginning age for account holders born after 12/31/1950; and additional updates deemed necessary as a result of the changes in the applicable law.

If you have any questions, Service Center representatives are available Monday - Friday from 8:00 a.m. - 10:00 p.m. ET at 1-800-724-7526 or 1-877-905-2553 for Spanish-speaking account holders; or you may also contact us online at workplace.schwab.com.

Sincerely,

CHARLES SCHWAB TRUST BANK

Your former employer has selected a Charles Schwab Trust Bank Traditional or Roth Individual Retirement Account (IRA) to receive your retirement plan account balance. Both the Traditional and Roth IRAs are designed to help you meet your retirement savings goals.

Benefits

- **Tax Benefits:**
 - In Traditional IRAs, your retirement money continues to be tax-deferred until you start taking withdrawals.
 - Roth IRAs can provide tax-free growth since interest earned can be withdrawn tax-free as part of a qualified distribution.
- **Flexibility:** You and your beneficiaries may have more distribution choices than when taking a distribution from your former employer's retirement plan.
 - You may be able to convert a Traditional IRA to a Roth IRA, or transfer your IRA balance into a new employer's plan at a later date, if your new employer allows.
 - Roth IRAs are not subject to Required Minimum Distributions set forth by regulations issued by the Internal Revenue Service.¹
- **Capital Preservation:** Your account balance will be deposited into an FDIC-insured money market deposit account intended to preserve your retirement savings from market fluctuations and the unlikely event of a bank failure.* FDIC insurance is subject to the satisfaction of certain conditions.

For further details, see the enclosed Individual Retirement Account Agreement.

Important details

- **Account Service Fees:** You will be charged an annual service fee in the amount of \$35, which is deducted from the account quarterly. There are no distribution or other fees. See your Account Agreement for more information.
- **Taxability:**
 - All Traditional IRA earnings and deductible contributions are taxable upon withdrawal. Withdrawals taken before age 59½ may be subject to a 10% federal tax penalty.
 - For Roth IRAs, withdrawals of investment earnings are not taxed provided the account holder is at least age 59½, disabled, deceased, or making a first-time home purchase and has satisfied the 5-year holding requirement.¹
- **Account Access and Activation:** Go to workplace.schwab.com. If you are a new Account Holder, please select "Register Now" to establish your login ID and password. If you are a former SchwabPlan participant, use your existing login ID and password.
- **Beneficiary Designation:** Any beneficiary designation for your retirement plan did not carry over to your IRA. Once you have activated your IRA, please take a moment to designate your beneficiary online at workplace.schwab.com. Go to "Beneficiaries" in the "My Profile" tab.
- **Statements:** You will begin to receive annual statements reflecting your IRA account balance and any account activity.

¹See IRS Publication 590 for more information.

Next steps

- Review your Traditional or Roth Individual Retirement Account Agreement for additional details.
- Complete the Account Activation Agreement online at workplace.schwab.com or mail a completed form to the following address. Completing the agreement online expedites your request and ensures your submission is complete.

Charles Schwab Trust Bank
Attention: IRA Services
P.O. Box 388
Richfield, OH 44286-9927

- Designate your beneficiary by going to workplace.schwab.com and selecting “Beneficiaries” under the “My Profile” tab, or by calling a Schwab Customer Service Representative.

Further assistance

- Call a Schwab Customer Service Representative at **1-800-724-7526** in English or 1-877-905-2553 en Español.
- Log onto workplace.schwab.com.
- * **FDIC Coverage: Rollover funds in the Charles Schwab Trust Bank Automatic Rollover IRA are deposited in a Federal Deposit Insurance Corporation (FDIC) insured money market deposit account at Charles Schwab Trust Bank. Subject to the satisfaction of certain conditions, funds deposited at Charles Schwab Trust Bank are eligible for Federal Deposit Insurance Corporation (FDIC) Insurance. You are responsible for monitoring the total amount of deposits you hold with Charles Schwab Trust Bank, either directly or through an intermediary such as Charles Schwab & Co., Inc., in order to determine the extent of FDIC coverage available to you. Because the deposit insurance rules are complex, you may want to use the FDIC’s online tool Electronic Deposit Insurance Estimator www.fdic.gov/edie to estimate your total coverage.**



Charles Schwab Trust Bank Individual Retirement Account Activation Agreement

TRUST BANK

Page 1 of 2

Workplace.Schwab.com | 1-800-724-7526

1. Depositor Information

Federal law requires Charles Schwab Trust Bank ("Trust Bank"), Member FDIC, to obtain, verify, and record information that identifies each person who establishes or accesses an account at Trust Bank. What this means for you: When you access an account, Trust Bank will ask for your name, address, date of birth, and other information that will allow Trust Bank to identify you. Trust Bank may also ask for a copy of your driver's license or other identifying documents. If you do not provide Trust Bank with the information requested or if Trust Bank is unable to verify your identity, Trust Bank reserves the right to close your account or take such other steps as it may deem advisable or as are otherwise required by law.

Name *First* *Middle* *Last*

Are you known by another name? *(Specify.)* Mother's Maiden Name

Home/Legal Street Address *(no P.O. boxes)*

City State or Province Zip or Postal Code Country

Mailing Address *(Include mailing address if different from your home/legal address. P.O. boxes may be used.)*

City State or Province Zip or Postal Code Country

Social Security/Tax ID Number Date of Birth *(mm/dd/yyyy)* Email Address*

Telephone Number Work Number *(include extension)* Mobile Number

Country(ies) of Citizenship *(Must list all.)* Country of Legal Residence

USA Other: _____ USA Other: _____

*By providing your email address, you consent to receive email from Schwab. Information about opting out of certain email communications is provided at schwab.com/privacy.

Note: This mailing address will become your address of record for this account.

2. Type of IRA

Traditional IRA Roth IRA Both



620



DIRA



3. Affirmation of Account Terms

I understand that an Individual Retirement Account (an "Account") has been established on my behalf at Charles Schwab Trust Bank, Member FDIC, by the plan administrator of my former employer's retirement plan (hereinafter referred to as the "Plan Administrator"), such Account being governed by the terms of the Charles Schwab Trust Bank Traditional Individual Retirement and Money Market Deposit Account Agreement (the "Traditional IRA Agreement") if the "Traditional IRA" box in Section 2 has been checked, by the terms of the Charles Schwab Trust Bank Roth Individual Retirement and Money Market Deposit Account Agreement (the "Roth IRA Agreement") if the "Roth IRA" box in Section 2 has been checked (in either case, the "IRA Agreement"), or by the terms of both IRA Agreements if the "Both" box in Section 2 has been checked.

Copies of the IRA Agreement and Disclosure Statement have been provided to me. The Plan Administrator has opened this Account pursuant to its authority under federal law, the terms of the IRA Agreement, and the terms of a Rollover Agreement for Automatic Rollovers and Terminating Plans between the Plan Administrator and Trust Bank.

By signing this Account Activation Agreement, I hereby exercise control of the Account. I further acknowledge and make the following representations:

- I understand that I must comply with all the terms of the IRA Agreement governing the Account that has been established on my behalf by the Plan Administrator.

- I understand that I must pay all applicable fees as disclosed in the IRA Agreement and Disclosure Statement, as may be amended and communicated to me by Trust Bank from time to time.
- I understand that I may establish and/or change the designation of any and all beneficiaries to receive payment of the value of my Account upon my death pursuant to the terms of the IRA Agreement by completing the Beneficiary Designation Form provided by, and in a form acceptable to, Trust Bank. I may visit Workplace.Schwab.com to complete the form online.
- I understand that I am responsible for all investment decisions, effective immediately, with regard to this Account.
- Neither Trust Bank nor any of its affiliates are responsible for any investment determinations with respect to this Account.
- I understand that I have the right to terminate the Account and direct Trust Bank to distribute the proceeds to me or transfer the proceeds to the trustee or custodian of another IRA or employer-maintained retirement plan.
- I agree to settle by arbitration any controversy between myself and Trust Bank and/or any Trust Bank officers, directors, employees, or agents relating to the Account or Account transactions, or in any way arising from my relationship with Trust Bank as provided in Article VIII, Section 11, of the Traditional IRA Agreement or in Article IX, Section 11, of the Roth IRA Agreement.

Responsibility for Investment Decisions

- I understand that the initial rollover amount deposited to the Account and any subsequent interest paid has been deposited in a Money Market Deposit Account at Trust Bank, Member FDIC. I further understand that, subject to the satisfaction of certain conditions, funds deposited at Trust Bank are eligible for Federal Deposit Insurance Corporation (FDIC) Insurance. I understand that I am responsible for monitoring the total amount of deposits I hold with Trust Bank, in order to determine the extent of FDIC coverage available to me. Because the deposit insurance rules are complex, I may want to contact the FDIC or use its online Electronic Deposit Insurance Estimator (www.fdic.gov/edie) to estimate my total FDIC coverage.

4. Tax Certification

I certify, under penalties of perjury, that (1) the number shown on this Application is my correct Taxpayer Identification Number; and (2) I am not subject to backup withholding due to a failure to report interest and dividend income; and (3) I am a U.S. person (a U.S. citizen or U.S. resident alien); and (4) the FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

- If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report a ll interest and dividends on your tax return, you must check the following box indicating that item (2) above does not apply:

If you are submitting this Application for an account you hold in the U.S., item (4) above does not apply.

By signing this Account Activation Agreement, I acknowledge that I have received a copy of the IRA Agreement and Disclosure Statement, including any amendments, to retain for my records.

Please note that the Traditional IRA Agreement contains a predispute arbitration agreement, which is set forth in Article VIII, Section 11, and the Roth IRA Agreement contains a predispute arbitration agreement, which is set forth in Article IX, Section 11.

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

Signature and Date Required

X

Signature: Depositor Signature

Today's Date (mm/dd/yyyy)

The Charles Schwab Corporation provides services to retirement and other benefit plans and participants through its separate but affiliated companies and subsidiaries: Brokerage products and services are offered by Charles Schwab & Co., Inc. (Member SIPC); Trust, custody and deposit products and services are available to retirement and other benefit plans through Charles Schwab Trust Bank, Member FDIC.

Charles Schwab Trust Bank does not provide tax or investment advice. Please consult with your tax or investment adviser about your particular circumstances. ©2024 Charles Schwab Trust Bank. All rights reserved. Member FDIC. (1024-TKSH) APP32255-14 / 00305858 (10/24)





Charles Schwab Trust Bank Individual Retirement Account Activation Agreement

This agreement relates to your account and is part of the Account Agreement between each account holder and Trust Bank. Please read and retain for your files.

I understand that an Individual Retirement Account (an "Account") has been established on my behalf at Charles Schwab Trust Bank, Member FDIC, by the plan administrator of my former employer's retirement plan (hereinafter referred to as the "Plan Administrator"), such Account being governed by the terms of the Charles Schwab Trust Bank Traditional Individual Retirement and Money Market Deposit Account Agreement (the "Traditional IRA Agreement") if the "Traditional IRA" box in Section 2 has been checked, by the terms of the Charles Schwab Trust Bank Roth Individual Retirement and Money Market Deposit Account Agreement (the "Roth IRA Agreement") if the "Roth IRA" box in Section 2 has been checked (in either case, the "IRA Agreement"), or by the terms of both IRA Agreements if the "Both" box in Section 2 has been checked.

Copies of the IRA Agreement and Disclosure Statement have been provided to me. The Plan Administrator has opened this Account pursuant to its authority under federal law, the terms of the IRA Agreement, and the terms of a Rollover Agreement for Automatic Rollovers and Terminating Plans between the Plan Administrator and Trust Bank.

By signing this Account Activation Agreement, I hereby exercise control of the Account. I further acknowledge and make the following representations:

- I understand that I must comply with all the terms of the IRA Agreement governing the Account that has been established on my behalf by the Plan Administrator.

- I understand that I must pay all applicable fees as disclosed in the IRA Agreement and Disclosure Statement, as may be amended and communicated to me by Trust Bank from time to time.
- I understand that I may establish and/or change the designation of any and all beneficiaries to receive payment of the value of my Account upon my death pursuant to the terms of the IRA Agreement by completing the Beneficiary Designation Form provided by, and in a form acceptable to, Trust Bank. I may visit Workplace.Schwab.com to complete the form online.

Responsibility for Investment Decisions

- I understand that the initial rollover amount deposited to the Account and any subsequent interest paid has been deposited in a Money Market Deposit Account at Trust Bank, Member FDIC. I further understand that, subject to the satisfaction of certain conditions, funds deposited at Trust Bank are eligible for Federal Deposit Insurance Corporation (FDIC) Insurance. I understand that I am responsible for monitoring the total amount of deposits I hold with Trust Bank, in order to determine the extent of FDIC coverage available to me. Because the deposit insurance rules are complex, I may want to contact the FDIC or use its online Electronic Deposit Insurance Estimator (www.fdic.gov/edie) to estimate my total FDIC coverage.

- I understand that I am responsible for all investment decisions, effective immediately, with regard to this Account.
- Neither Trust Bank nor any of its affiliates are responsible for any investment determinations with respect to this Account.
- I understand that I have the right to terminate the Account and direct Trust Bank to distribute the proceeds to me or transfer the proceeds to the trustee or custodian of another IRA or employer-maintained retirement plan.
- I agree to settle by arbitration any controversy between myself and Trust Bank and/or any Trust Bank officers, directors, employees, or agents relating to the Account or Account transactions, or in any way arising from my relationship with Trust Bank as provided in Article VIII, Section 11, of the Traditional IRA Agreement or in Article IX, Section 11, of the Roth IRA Agreement.





Money Market Deposit Account Terms

The following terms (“Terms”) apply to the IRA Money Market Deposit Account (“account”) established with Charles Schwab Trust Bank (“Trust Bank”) by Trust Bank in its capacity as custodian (in such capacity, “Custodian”) under the Individual Retirement Account established for the benefit of the owner of the account (“Depositor”) pursuant to the terms of the Charles Schwab Trust Bank Automatic Rollover IRA Agreement between Schwab Trust Bank or Charles Schwab Bank and the Depositor’s former employer or the plan administrator under the Depositor’s former employee benefit retirement plan.

Article I: Deposits

The initial minimum deposit to open the account is \$0.01. Trust Bank may refuse to accept a third-party check or other item for deposit or may accept it on a collection basis only. Any item that Trust Bank accepts for deposit is subject to later verification and final payment. Trust Bank may deduct funds from the account if an item is lost, stolen, or destroyed in the collection process, if it is returned unpaid, or if it was improperly paid, even if funds in the account have already been withdrawn.

Article II: Interest

The account will earn a variable interest rate. At Trust Bank’s discretion, Trust Bank may change the account’s interest rate and annual percentage yield at any time without prior notice. Information regarding the current interest rate is available from Trust Bank upon request.

Account interest accrues daily, compounds daily, and is credited after the close of business on the last business day of each month. If the account is closed for any reason before accrued interest is credited, Trust Bank will pay accrued interest up to, but not including, the day funds are withdrawn from the account at the time of closing.

Trust Bank uses the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account at the end of each day. The daily periodic rate is 1/365 of the interest rate.

Interest begins to accrue no later than the business day Trust Bank receives credit for the deposit of noncash items (for example, checks).

Article III: Funds Availability

Trust Bank’s policy is to make funds from cash and check deposits available to the account holder on the first business day after the day Trust Bank receives the deposit. Electronic

direct deposits will be available on the day Trust Bank receives the deposit, unless Trust Bank requires additional time to review the item to determine if it can be legally processed. Once the funds are available, the Custodian can withdraw the funds for distribution from the Individual Retirement Account, in accordance with the procedures of the Custodian, and subject to the tax consequences, including tax withholding, to the extent applicable to distributions from an Individual Retirement Account. (See Article IV for more information.)

For determining the availability of deposits, every day is a business day except Saturdays, Sundays, federal bank holidays, and days the New York Stock Exchange (NYSE) is closed.

If a deposit is made before the close of business on a business day that Trust Bank and the NYSE is open, Trust Bank will consider that day to be the day of deposit. However, if a deposit is made after the close of business or on a day Trust Bank or the NYSE is not open, Trust Bank will consider that the deposit was made on the next business day.

Article IV: Withdrawals

The Depositor may withdraw funds from the account only by completing and mailing an Individual Retirement Account Distribution Request form provided by the Custodian. Trust Bank will mail a check for the amount requested or transfer the funds to another account at the Depositor’s direction (e.g., through an automated clearing house or by wire), after withholding any amounts required to be withheld for taxes.

Electronic funds transfers to another account and other withdrawals are limited to six per calendar month, excluding withdrawals that the Depositor requests by mail or phone for which Trust Bank mails the Depositor a check.

If you exceed this limitation, Trust Bank may close the account without prior notice. Please refer to the Charles Schwab Trust Bank Traditional Individual Retirement Account Agreement (Form 5305-A) or Roth Individual Retirement Account Agreement (Form 5305-RA) for information that applies to distributions (withdrawals) from an IRA under Section 408(a) of the Internal Revenue Code.

As required by federal law, Trust Bank reserves the right to require seven days’ advance written notice of an intended transfer or withdrawal of funds from the account. Trust Bank currently does not exercise this right and has not exercised it in the past.

If Trust Bank receives a request for a withdrawal on a weekend, on a holiday, on a day the NYSE is closed, or after the close of its banking day, Trust Bank may treat the request as if it were received on the next business day.

Article V: Fees

An annual service fee of \$35 will be charged for the account. The fee will be prorated and withdrawn from the account each quarter. Wire transfer fees may apply in connection with withdrawals by wire.

In addition to fees, the Depositor is obligated to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the account or account-related services (excluding any income tax payable by Trust Bank on its own income).

Article VI: Dispute Resolution

Any dispute arising between Trust Bank and the Depositor with respect to these Terms, the account, or any account-related service shall be settled by arbitration in accordance with the terms of the Individual Retirement Account Agreement with Trust Bank.

Article VII: Additional Terms and Conditions

Amendments/Changes in Account Terms. Trust Bank may add to, delete, or change these Terms at any time by sending a notice, a statement message, or amended Terms to the Depositor at the last address on file for the Depositor.

Changes in Name or Address. The Depositor agrees to notify Trust Bank immediately in writing of any change in the Depositor’s name or address.

Compliance. The Depositor may not use the account or any account-related service in a manner that violates applicable law. If Trust Bank is uncertain of the legality of any transaction, Trust Bank may refuse the transaction or freeze the amount in question while Trust Bank investigates the matter.

Conflicting Demands/Disputes. If there is any uncertainty regarding the ownership of the account or its funds, if Trust Bank is unable to determine any person’s authority to give it instructions, if Trust Bank is requested by an adult protective services agency or any other similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or if Trust Bank believes a transaction may be fraudulent or may violate

any law, Trust Bank may, at its sole discretion: (a) freeze the account and refuse transactions until Trust Bank receives written proof (in form and substance satisfactory to it) of each person's right and authority over the account and its funds; (b) refuse transactions; (c) require the closing of the account; and/or (d) request instructions from a court of competent jurisdiction, at the Depositor's expense, regarding the account or transaction. The existence of the rights set forth above shall not impose an obligation on Trust Bank to assert such rights or to deny a transaction.

Consent for Schwab to Contact the Depositor. Trust Bank or Trust Bank's agents may contact the Depositor at any telephone number the Depositor provides to Trust Bank, including any cell phone number. Trust Bank may send text messages and make prerecorded or auto dialed calls to any number(s) the Depositor provides. The Depositor's service provider may impose a charge to the Depositor for those calls/messages.

Deposit Insurance. Funds deposited at Charles Schwab Trust Bank are, subject to the satisfaction of certain conditions, eligible for Federal Deposit Insurance Corporation (FDIC) Insurance. The Depositor is responsible for monitoring the total amount of deposits he or she holds with Trust Bank, including any deposits held at Trust Bank in a self-directed employee benefit plan, such as the Schwab Personal Choice Retirement Account[®], in order to determine the extent of FDIC coverage available. Because the deposit insurance rules are complex, the Depositor may want to write the FDIC at 550 17th Street NW, Washington, D.C. 20429, call the FDIC's toll-free consumer hotline at 1-877-275-3342, or use the FDIC's online tool, EDIE (www.fdic.gov/edie), to estimate total coverage.

Force Majeure. Trust Bank shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond Trust Bank's reasonable control.

Governing Law and Rules. To the extent this agreement is subject to the laws of any state, it will be subject to the laws of the State of Nevada, without regard to its conflict of law provisions. The account and account-related services also will be subject to applicable clearing house, Federal Reserve Bank, and funds transfer system rules ("Rules"). Trust Bank does not have to notify the Depositor of a change in the Rules, except to the extent required by law. If there is any inconsistency between these Terms and the Rules, these Terms shall supersede the Rules, unless otherwise provided in the Rules.

Inactive Accounts. Trust Bank may transfer unclaimed account funds to the appropriate state if no activity occurs in the account or the Depositor fails to communicate with Trust Bank regarding the Depositor's account within the time period specified by state law. If funds are transferred to the state, the Depositor may file a claim with the state to recover the funds.

Indemnification. The Depositor shall indemnify, defend, and hold Trust Bank harmless from all claims, actions, proceedings, fines, costs, and expenses (including, without limitation, attorney's fees) related to or arising out of: (a) the Depositor's actions or omissions in connection with the account, or (b) Trust Bank's actions or omissions, provided that they are taken/omitted in accordance with these Terms or the Depositor's instructions. This provision shall survive the termination of these Terms.

Legal Process. Trust Bank may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process which Trust Bank believes (correctly or otherwise) to be valid. Trust Bank may honor legal process that is served personally or by mail, email, or facsimile transmission at any of its offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where the account or records are maintained or at another office designated by Trust Bank for that purpose. Trust Bank may notify the Depositor of such process by telephone, electronically, or in writing. If Trust Bank is not fully reimbursed for its record research, photocopying, and handling costs by the party that served the process, Trust Bank may charge such costs to the account, in addition to Trust Bank's minimum legal process fee. The Depositor shall reimburse Trust Bank for any cost or expense, including attorney fees, which Trust Bank incurs in responding to legal process related to the account.

Limitation of Liability. Trust Bank's maximum liability with respect to the account and these Terms shall not exceed the amount of actual damages proven by the Depositor. Trust Bank's liability will be reduced: (a) by the amount of the loss that is caused by the Depositor's own negligence or lack of care; (b) to the extent that damages could not have been avoided by Trust Bank's exercise of ordinary care; and (c) by any loss recovery that the Depositor obtains from third parties (apportioned in accordance with this provision). Unless otherwise required by law, Trust Bank will not be liable for incidental, special, or consequential damages, including loss of profits and/or opportunity, or for attorney fees incurred by the Depositor, even if Trust Bank is aware of the possibility of such damages.

Limitation on Time to Bring Action. Unless otherwise required by law, an action or proceeding by the Depositor to enforce an obligation, duty, or right arising under these Terms or by law with respect to the account or any account-related service must be commenced no later than one year after the day the cause of action accrues.

Privacy. Trust Bank may release information about the Depositor, the account, and the transactions the Depositor performs to third parties: (a) where it is necessary or helpful in verifying or completing a transaction; (b) to disclose the existence, history, and condition of the account to consumer reporting agencies; (c) when the Depositor consents to the disclosure; (d) to Trust Bank's affiliates; (e) to other financial institutions with whom Trust Bank has a joint marketing agreement; (f) to comply with the law, a court, or governmental order; (g) to local, state, and federal authorities if Trust Bank believes a crime may have been committed involving the account; and (h) as permitted by law. Please see our privacy policy for additional details.

Severability. If any of the provisions of these Terms are determined to be void or invalid, the remainder of the Terms shall remain in full force and effect.

Statements and Notices. If Trust Bank provides the Depositor with an account notice or statement, electronically or otherwise, the Depositor must promptly and carefully review it to determine if any errors or problems exist. The Depositor must notify Trust Bank immediately of any error, discrepancy, or unauthorized transaction the Depositor discovers on any statement or notice. If the Depositor fails to do so, the Depositor may become responsible for the losses resulting from such failure.

Statements and notices are normally sent to the last address listed for the account with Trust Bank. The Depositor must mail or deliver all notices to Trust Bank in writing at the address(es) specified by Trust Bank.

Termination/Closing the Depositor's Account. The Depositor may direct that the Custodian close the account at any time, with or without cause, in accordance with the provisions of the Charles Schwab Trust Bank Traditional or Roth Individual Retirement Account Agreement.

Transfers/Assignments Not Permitted. The Depositor may not transfer or assign any interest in the account to another person.

Waivers. Trust Bank may delay enforcing its rights under these Terms without losing them. Any waiver by Trust Bank shall not be deemed a waiver of other rights or of the same right at another time.

charles
SCHWAB

TRUST BANK

Charles Schwab
Trust Bank
Roth Individual
Retirement Account
Agreement

Under Section 408(a)
of the Internal Revenue
Code

Form 5305-A
(Revised April 2017)
updated with 2019–2022
limits according to
Publication 590-A

Contents

Charles Schwab Trust Bank Form 5305-RA	1
Charles Schwab Trust Bank Disclosure Statement	17

Charles Schwab Trust Bank

Roth Individual Retirement Account Agreement

Form 5305-RA (Revised April 2017) updated with 2019–2022 limits according to IRS Publication 590-A

The Depositor 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.

Charles Schwab Trust Bank (“Trust Bank”), 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 (the “Agreement”):

Article I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), the Custodian will accept only cash contributions up to \$6,000 per year for 2019 through 2022. For individuals who reached the age of 50 by the end of the year, the contribution limit is increased to \$7,000 per year for 2019 through 2022. For tax years after 2022, these limits will be increased to reflect a cost of living adjustment, if any.

Article II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a Depositor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$129,000 and \$144,000; for a married Depositor filing jointly, between AGI of \$204,000 and \$214,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2022. For years after 2022, the phase out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost of living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

Article III

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

Article IV

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the

Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

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

Article V

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

Article VI

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

Article VII

Notwithstanding any other articles which may be added or

incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

Article VIII

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

Article IX

1. Definitions

- (a) "Account" or "Custodial Account" shall mean the Roth Individual Retirement Account established hereunder by the Plan Administrator for the benefit of the Depositor and/or his or her Beneficiary or Beneficiaries by means of either an automatic rollover of a mandatory distribution of Roth 401(k) Contributions or a plan termination distribution attributable to Roth 401(k) Contributions from an Employer Plan.
- (b) "Adoption Agreement" shall mean either the Automatic Rollover Agreement, the Terminating Plan Rollover Agreement, or the Rollover Agreement for Automatic Rollovers or Terminating Plans between the Plan Administrator and Trust Bank pursuant to which the Plan Administrator directs Trust Bank to establish the Account on behalf of the Depositor and pursuant to which the Depositor is deemed to adopt the Agreement and thereby agrees to be bound by the terms and conditions of the Agreement.
- (c) "Agreement" shall mean the agreement the Depositor is deemed to make with the Custodian when the Plan Administrator establishes the Account through either the automatic rollover of a mandatory distribution of Roth 401(k) Contributions or a plan termination distribution attributable to Roth 401(k) Contributions, and earnings/ losses thereon, from an Employer Plan, consisting of the Trust Bank Roth Individual Retirement Account Agreement, the Disclosure Statement, the Money Market Deposit Account Terms, and any other written agreement between the Custodian and the Depositor concerning the Account, all as amended from time to time.
- (d) "Beneficiary" shall mean the individual(s) or entity(ies) properly named to receive any remaining Account benefits upon the death of the Depositor.
- (e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

- (f) “Custodian” or “Trust Bank” shall mean Charles Schwab Trust Bank.
- (g) “Employer Plan” shall mean an employer-sponsored retirement plan maintained pursuant to section 401(k), 403(b)(1) or 403(b)(7) of the Code.
- (h) “Plan Administrator” shall mean the individual(s) acting as, or on behalf of, the plan administrator (as defined in section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended) of the Employer Plan.
- (i) “Qualified Rollover Contributions” shall mean a rollover contribution described in Code section 408A(e).
- (j) “Roth 401(k) Contributions” shall mean any “designated Roth contributions” within the meaning of Code section 402A(c)(1) and earnings thereon.

2. Contributions

- (a) **Rollover of Roth 401(k) Contributions.** This Account has been established by means of an automatic rollover of a mandatory distribution, within the meaning of section 411(a)(11) of the Code, or a plan termination distribution, from an Employer Plan of Roth 401(k) Contributions and earnings/losses thereon. If the Depositor makes annual Roth IRA contributions or Qualified Rollover Contributions to this Account, such contributions shall be combined with the funds from the automatic rollover. Any annual Roth IRA contributions are subject to the limits set forth in Article I. All contributions shall be in cash unless otherwise permitted by the Custodian.
- (b) **Excess Contributions.** The Depositor is responsible for the determination of any excess contributions and the timely withdrawal thereof. If the IRS or the Depositor notifies the Custodian in writing that the contributions to the Account have exceeded the contribution limitations described in Article I of the Agreement, the Custodian shall distribute from the Account to the Depositor the amount of such excess contribution and, as determined by the Depositor, any income attributable thereto. The Depositor may revoke such notice in writing if the IRS has not notified the Custodian of its determination that the excess contribution was willfully made by the Depositor. The Custodian, at the request of the Depositor, may credit as a contribution for the current taxable year, the amount shown in the notice of the Depositor revoking his or her prior notification.
- (c) **Annual Roth IRA Contributions Deadlines.** The last day to make annual Roth IRA contributions for a particular tax year is the deadline for filing the Depositor’s federal income tax return not including

extensions, or such later date as may be determined by the Department of Treasury or the IRS for the taxable year for which the contribution relates. The Depositor shall designate, in a form and manner acceptable to the Custodian, the taxable year for which such contribution is made. If the Depositor does not designate a taxable year for any contribution, the Custodian will designate the contribution as being made for the year in which the contribution is deposited into the Account.

- (d) **Recharacterized Contributions and IRA Conversion Contributions.** No recharacterized contributions and IRA Conversion Contributions may be made to this Account.

3. Investment of Amounts in the Account

- (a) **Direction of Investment.** The Roth 401(k) Contributions deposited to the Account by the Plan Administrator shall be initially invested in an FDIC-insured money market deposit account at Trust Bank. This investment is designed to preserve principal and provide a reasonable rate of return, consistent with liquidity. The Depositor has exclusive responsibility for, and control over, the investment of the assets in the Account. The Depositor shall direct all investment transactions, including transactions involving earnings and the proceeds from securities sales. The Depositor's selection of investments, however, shall be limited to publicly-traded mutual funds and other securities made available to the Account by Trust Bank or its authorized agents, and bank deposit accounts at an FDIC-insured depository institution affiliated with Trust Bank. In the absence of instructions from the Depositor or if the instructions are not in a form acceptable to the Custodian, the Custodian shall invest any uninvested cash balances in an FDIC-insured money market deposit account at Trust Bank. The Custodian shall continue to retain the Account assets in such deposit account until additional investment direction is provided by the Depositor in a form and manner acceptable to the Custodian. FDIC Insurance is subject to the satisfaction of certain conditions.

All investment transactions shall be subject to any and all applicable Federal and state laws and regulations and the rules, regulations, customs and usages of any exchanges, market or clearinghouse where the transaction is executed and to the Custodian's policies and practices.

- (b) **Custodian's Investment Powers and Duties.** The Custodian shall have no discretion to direct any investment in the Account. The Custodian assumes no responsibility for rendering investment advice

with respect to this Account, nor will it offer any opinion or judgment to the Depositor on matters concerning the value or suitability of any investment or proposed investment for this Account. The Custodian shall exercise the voting rights and other shareholder rights with respect to securities in this Account but only in accordance with the instructions from the Depositor and in accordance with applicable law.

- (c) **Delegation of Investment Responsibility.** The Custodian may, but is not required to, permit the Depositor to delegate his or her investment responsibility for this Account to another party acceptable to the Custodian by giving written notice of the delegation in a format prescribed by the Custodian. If the Custodian permits delegation of investment responsibility, the Custodian shall follow the direction of any such party who is properly appointed and shall be under no duty to review or question, nor be responsible for, any of that party's directions, actions, or failures to act.

4. Representations and Responsibilities. The Depositor represents and warrants to the Custodian that any information the Depositor has given or will give to the Custodian with respect to this Agreement is complete and accurate. The Depositor shall provide the Custodian with such information that the Custodian may reasonably require to implement its customer identification program pursuant to the Bank Secrecy Act of 1970, as amended, including through section 326 of the U.S.A. Patriot Act. Further, the Depositor promises that any direction given by the Depositor to the Custodian, or any action taken by the Depositor will be proper under this Agreement. The Custodian will not be responsible for the Depositor's actions or failures to act. The Depositor agrees to reimburse the Custodian for any loss it may incur as a result of such directions, actions or failures to act. The Custodian's duties and responsibilities under this Agreement are limited to those specifically stated in the Agreement and no other or further duties or responsibilities shall be implied. The Depositor does not intend to confer any fiduciary duties on the Custodian, and none shall be implied.

5. Distribution

- (a) **Written Distribution Requests.** The Depositor (or after the Depositor's death, his or her Beneficiary) may withdraw all or part of his or her Account balance at any time; provided, however, notwithstanding the provisions of Article V of the Agreement, each distribution from the Account shall be in the amount of at least \$1,000 or the entire balance in the Account, if less. All requests for withdrawal shall be in a form and manner provided by or acceptable to the

Custodian. The tax identification number of the recipient must be provided to the Custodian before it is obligated to make a distribution. Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements. If payment is made outside of the United States, special federal income tax withholding rules may apply. The Custodian shall not be responsible for the purpose, sufficiency, or propriety of any distribution. The Custodian is only authorized to make distributions in accordance with instructions of the Depositor, or after the Depositor's death, his or her Beneficiary, or as otherwise provided for in this Agreement. Such instructions must be given in a form and manner acceptable to the Custodian.

- (b) **Required Distributions.** The Custodian shall, if requested by the Depositor's Beneficiary after the Depositor's death, compute the required minimum distribution amount in accordance with Article V of the Agreement, and notify the Beneficiary accordingly. The Depositor's Beneficiary shall be responsible for causing the required minimum distribution amount to be withdrawn from the Account each year.
- (c) **Beneficiaries.** Following the death of the Depositor, subject to the provisions of Article IX, section 5(a) above, the balance of the Depositor's Account shall be distributed to the Depositor's Designated Beneficiary or Beneficiaries, if any, in a single sum payment no later than the end of the calendar year containing the fifth anniversary of the Depositor's death, or in annual payments commencing no later than the end of the calendar year following the year of the Depositor's death calculated in accordance with the provisions of Article V of the Agreement. A Depositor may designate one or more persons or entities as Beneficiary of the Account. The designation can be made, changed, or revoked at any time by designation executed by the Depositor (written, electronic or telephonic) in a form and manner prescribed by or acceptable to, and filed with, the Custodian. Such designation, change or revocation shall be effective only upon receipt by the Custodian and only if such receipt shall be during the Depositor's lifetime. The latest such designation, change or revocation shall control. The consent of a Beneficiary shall not be required for the Depositor to revoke a Beneficiary designation. If there is no Beneficiary designation on file with the Custodian, or if the Designated Beneficiary has not survived the Depositor, the Custodian shall distribute the Account to the Depositor's estate.

If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary or

Beneficiaries is entitled, payment will be made to the surviving Beneficiary or Beneficiaries in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Account will be divided equally among the surviving Beneficiary or Beneficiaries. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there is no primary Beneficiary or Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiary or Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Account, his or her remaining interest in the Custodial Account shall be paid to the deceased Beneficiary's estate.

- (d) **Proper Distribution.** If the Custodian determines that the Beneficiary designation is not clear with respect to the amount of the distribution, the date on which the distribution shall be made, or the identity of the party or parties who will receive the distribution, the Custodian shall have the right, in its sole discretion, to consult counsel and to institute legal proceedings to determining the proper distribution of the Account, all at the expense of the Account, before distributing or transferring the Account.

6. Transfer

- (a) **Transfer.** In the event that the Depositor terminates his or her Account, the Custodian shall distribute or transfer the Account balance in accordance with the Depositor's written instructions and in accordance with this Agreement. The Depositor authorizes the Custodian to retain such sums as the Custodian may deem necessary for payment of all its fees, compensation, costs, and any expenses including, but not limited to, annual maintenance fees and Account termination fees, or for payment of any other liabilities, which might constitute a charge to either the Account or the Custodian. The balance of any such reserve remaining after the payment of the above items shall be paid, distributed, or transferred upon satisfaction of any such charge. The Custodian shall have no duty to ascertain whether any payment, distribution, or transfer as directed by the Depositor is proper under the provisions of the Code, this Agreement or otherwise.
- (b) **Transfer on Divorce.** A Depositor may transfer any portion or all of his or her interest in an Account to a former spouse under a written instrument incident to divorce or under a divorce decree containing transfer

instructions acceptable to the Custodian and compliant with the Custodian's administrative or operational requirements and regular business practices, whereupon such Account, or the transferred portion of such Account, shall be held for the benefit of such former spouse subject to the terms and conditions of the Agreement.

7. Powers, Duties and Obligations of Custodian

- (a) **No Investment Discretion.** The Custodian shall have no discretion to direct any investments of an Account, and is merely authorized to acquire and hold the particular investments specified by the Depositor. The Custodian will not act as investment advisor or counselor to a Depositor and will not advise a Depositor or offer any opinion or judgment on any matter pertaining to the nature, value, potential value or suitability of any investment or potential investment by a Depositor, except that the Custodian will deposit uninvested cash as provided in Article IX, section 3(a) of the Agreement.
- (b) **Records and Reports.** The Custodian shall keep accurate records of all contributions, receipts, investments, distributions, disbursements, and all other transactions of the Account. Within 120 days (or such other deadline imposed by applicable law) after the close of each calendar year (or after a distribution or transfer of a Depositor's Account or upon the Custodian's resignation or removal), the Custodian shall file with the Depositor a written report (which may consist of copies of the Custodian's regularly issued Account statements) reflecting all transactions affecting the Account for the period in question and including a statement of the assets in the Account and their fair market values. Unless the Depositor files a written statement of exceptions or objections to the report with the Custodian within 60 days after mailing of the report, the Depositor shall be deemed to have approved such report and the Custodian shall be released from all liability to anyone (including any Depositor's spouse or Beneficiary) with respect to all matters set forth in the report as though the report had been settled by judgment or decree of a court of competent jurisdiction. No person other than a Depositor, the spouse of a Depositor or Beneficiary may require an accounting.
- (c) **Right to Request Judicial Assistance.** The Custodian shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction, which may arise, or for instructions. The only necessary party defendant to any such action shall be the Depositor, but the Custodian may

join any other person or persons as a party defendant. The cost, including attorney's fees, of any such proceeding shall be charged as an administrative expense under Article IX, section 10 of this Agreement.

- (d) **Scope of Custodian's Duties.** The Custodian shall only have the duties, which are specifically set forth in this Agreement. The Custodian shall have no duty to ascertain whether contributions or distributions comply with the Agreement or the Code. The Custodian shall not make any investments or dispose of any investments held in an Account, except upon the direction of the Depositor or in accordance with Article IX, section 3 of this Agreement. The Custodian shall not question any such directions of the Depositor, review any securities or other property held in an Account, or make suggestions to the Depositor with respect to the investment, retention or disposition of any assets held in an Account.

- (e) **Scope of Custodian's Liability.** The Custodian shall not be liable for any loss of any kind which may result from any action taken by it in accordance with the directions of the Depositor or his or her designated agent or attorney in fact or from any failure to act because of the absence of any such directions. The Custodian shall not be responsible for determining whether any contribution or rollover contribution satisfies the requirements of the Code. The Custodian shall not be liable for any taxes (or interest thereon), penalties, judgments or expenses incurred by the Depositor in connection with any Account or in connection with any contribution to or distribution from the Account. The Custodian shall be fully protected in acting upon any instrument, certificate, or form it believes is genuine and believes is executed or presented by the proper person or persons, and the Custodian need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. The Custodian is not liable for any losses directly or indirectly caused by acts of war, acts of terrorism, labor disputes, exchange or market decisions including the suspension of trading, market volatility, trade volume, or by government restriction. The Depositor shall duly indemnify and hold harmless the Custodian from any liability, which may arise hereunder except liability arising from the gross negligence or willful misconduct of the Custodian.

8. Resignation or Removal of Custodian

- (a) **Resignation.** Trust Bank may resign as Custodian of the Account by mailing or actually delivering written notice to the Depositor 60 days before its resignation.

- (b) **Removal.** To remove Trust Bank as Custodian, the Depositor must mail or actually deliver written notice to Trust Bank 60 days before removal. The Depositor must also appoint and qualify a successor custodian or trustee. The party entitled to the notification (either for resignation or removal) may waive the 60-day notice period.
- (c) **Successor Custodian or Trustee.** Upon the resignation or removal of Trust Bank as Custodian, the Depositor must appoint a successor custodian or trustee. The successor custodian or trustee will have all the same rights, powers, privileges, liabilities, and duties that Trust Bank has as Custodian.

When the appointment of the successor custodian or trustee is accepted, Trust Bank will assign, transfer, and deliver to the successor all assets held in the Account. However, Trust Bank is authorized to reserve enough funds as it considers advisable to pay expenses and fees that are due or may be incurred during the settlement of the Account. Trust Bank will pay any balance that remains after settling the Account to the successor custodian or trustee.

- (d) **Failing to Appoint Successor.** If the Depositor does not appoint a successor within 30 days after receiving Trust Bank's resignation as Custodian, Trust Bank may appoint a successor custodian or trustee or terminate the Account.

If Trust Bank terminates the Account, Trust Bank will distribute the assets according to the provisions of this Agreement. When Trust Bank completes this distribution, Trust Bank will be relieved of any liability for the assets in the Account.

- (e) **Substitution of Custodian.** The Depositor must substitute another custodian for Trust Bank if the IRS notifies the Depositor to do so because of the following reasons:
 - (i) Trust Bank is not keeping records, making returns or issuing statements as required; or
 - (ii) Trust Bank failed to comply with other requirements under Treasury Regulation section 1.408-2(e).

9. Amendment, Termination and Assignment

- (a) **Required Changes.** The Custodian may amend or terminate this Agreement anytime, as legally allowed, without obtaining the consent of the Depositor, the spouse or Beneficiary.
 - (i) An amendment generally will not decrease any benefit to which the Depositor is entitled from contributions before the amendment.

- (ii) However, the Custodian is expressly authorized to make any necessary amendments, retroactive to the later of the Agreement's effective date or the effective date of any future legal requirements, if the Custodian must amend the Agreement to conform to:
 - (A) current or future requirements of the Employee Retirement Income Security Act of 1974 (ERISA);
 - (B) Code section 408A; or
 - (C) other applicable law, regulation or ruling.
- (b) **Other Changes.** The Custodian may amend this Agreement anytime by obtaining the Depositor's consent. The Custodian will notify the Depositor in writing of any proposed changes, and the Depositor will have 30 days after receiving the Custodian's notice to give the Custodian the Depositor's denial. If the Depositor does not notify the Custodian within the 30-day period, the Depositor indicates consent to the Custodian's proposed changes.
- (c) **Distribution After Termination.** If the Agreement is terminated for any reason, the Custodian will distribute the balance held in the Account to the successor custodian or trustee whom the Depositor or Beneficiary designates, as soon as administratively feasible. If the Depositor or Beneficiary has not designated a successor, or the Custodian has not appointed one, as described in Article IX, section 8 above, the Custodian will distribute the Account balance directly to the Depositor in a single payment.
- (d) **Successors and Assigns.** Any corporation or association (i) into which the Custodian may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation or reorganization to which the Custodian may be a party, or (iii) to which all or any part of the Custodian's IRA business may be transferred, will have all the rights, powers and obligations of the Custodian under this Agreement without the necessity of providing any notice, executing any instrument or performing any further act.

10. Fees and Expenses

- (a) **Account Service Fees.** The Custodian has the right to charge an annual service fee or other designated fees (for example, a transfer, rollover, or termination fee) for maintaining this Account. In addition, the Custodian has the right to be reimbursed for all reasonable expenses incurred in connection with the administration of this Account. The Custodian may

charge the Depositor separately for any fees or expenses together with any taxes, plus interest and penalties, assessed against the Account. The Custodian will deduct the amount of the fees, expenses, or taxes from the assets in the Account. The Custodian reserves the right to charge any additional fee upon 30 days' notice to the Depositor that the fee will be effective.

The Depositor must pay on demand any debit balance or other obligation owed to the Custodian.

- (b) **Taxes.** Any taxes of any kind whatsoever that may be levied or assessed upon any Account or that the Custodian may otherwise be charged with the responsibility of collecting shall be paid from the assets of the Account involved.

11. **Arbitration.** Depositor, the Depositor's heirs, agents and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers (collectively "Depositor") and Trust Bank agree to settle by arbitration any controversy between or among Depositor, Trust Bank and/or any of Trust Bank's parents, subsidiaries, affiliates, officers, directors, employees, or agents relating to the Agreement, the Account or Account transactions, any other Trust Bank account in which Depositor claims an interest, or in any way arising from Depositor's relationship with Trust Bank, including any controversy over the arbitrability of a dispute. The controversy will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Depositor and Trust Bank. If the Depositor and Trust Bank cannot agree on such a choice, each shall nominate a member of the American Arbitration Association, and the two nominees will then select an arbitrator. Expenses of the arbitration shall be paid as decided by the arbitrator.

12. **Miscellaneous**

- (a) **Notice.** Any required notice regarding this Account will be considered effective when mailed by the Custodian to the last address of the intended recipient that is on the records of the Custodian. The Custodian may rely on the address provided by the Plan Administrator until the Custodian is provided with a different address by the Depositor. Any notice to be given to the Custodian will be effective when actually received by the Custodian. The last address of the Depositor on the records of the Custodian will be the address used for any tax withholding, disbursement and reporting required by taxing authorities. The Depositor will notify the Custodian of any change of address.

- (b) **Prohibited Transactions.** No Depositor, spouse of a Depositor or Beneficiary shall be entitled to use a Depositor's Account, or any portion thereof, as security for a loan or borrow from the Account. Neither the Custodian, the Depositor, nor any other person or institution shall engage in any prohibited transaction, within the meaning of section 4975 of the Code, with respect to any Depositor's Account.
- (c) **Prohibition Against Assignment of Benefits.** Except to the extent otherwise required by law, none of the benefits, payments or proceeds held in an Account on behalf of any Depositor, spouse of a Depositor or Beneficiary shall be subject to the claims of any creditor of such Depositor, spouse or Beneficiary, nor shall any Depositor, spouse or Beneficiary have any right to anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which he or she is or may be entitled under the Agreement.
- (d) **Governing Law.** This Agreement will be governed by, and interpreted according to, all applicable Federal laws and regulations, and to the extent such laws and regulations apply, to Nevada laws and regulations. The Custodian shall comply with all applicable state escheat laws.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Depositor's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or either party's right thereafter to enforce each and every such provision.

- (e) **Liquidation of Assets.** The Custodian has the right to liquidate assets in this Account if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against this Account. If the Depositor fails, after notice, to direct the Custodian as to which assets to liquidate, the Custodian will liquidate assets in the Account in the following order:
 - (i) Any shares of a money market fund or money market-type fund or bank deposit accounts at an FDIC-insured depository institution, including Trust Bank.
 - (ii) Mutual funds.
 - (iii) Other securities.
- (f) **Delegation of Duties.** To the maximum extent allowable by law, the Custodian is authorized to delegate any of its duties hereunder.

- (g) **Purpose of Form.** Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A of the Code and has been pre-approved by the IRS. A Roth Individual Retirement Account is established after the Adoption Agreement is fully executed by, or on behalf of, the Depositor and entered in the records of the Custodian. This Account must be created in the United States for the exclusive benefit of the Depositor or his or her Beneficiary or Beneficiaries.
- (h) **Identifying Number.** The Depositor's social security number will serve as the identification number of his or her Custodial Account. An employer identification number is required only for a custodial account for which a return is filed to report unrelated business taxable income, where applicable. An employer identification number is required for a common fund created for Individual Retirement Accounts.
- (i) **Custodian Requirements.** The Custodian must be a bank or savings and loan association, as defined in Code section 408(n), or any person who has the approval of the IRS to act as custodian.
- (j) **Depositor.** The Depositor is the person who establishes the Custodial Account or on whose behalf the Custodial Account is established.
- (k) **Roth IRA for Non-Working Spouse.** Form 5305-RA may be used to establish the IRA custodial account for a non-working spouse. Contributions to a custodial account for a non-working spouse must be made to a separate custodial account established by the non-working spouse.
- (l) **IRA Conversion Contributions.** IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a non-Roth Individual Retirement Account to a Roth Individual Retirement Account. A non-Roth Individual Retirement Account is an individual retirement account or annuity described in Code section 408(a) or 408(b), other than a Roth Individual Retirement Account. No IRA Conversion Contributions may be made to this Account.

Charles Schwab Trust Bank

Roth Individual Retirement Account

Disclosure Statement

This Disclosure Statement explains the rules governing the Roth Individual Retirement Account (“Roth IRA”) that you have directly established at Charles Schwab Trust Bank (“Trust Bank”) or that has been established by the Plan Administrator of your employer-maintained retirement plan to receive the deposit of a mandatory distribution or plan termination distribution from your employer-maintained retirement plan. The term IRA or Roth IRA will be used in this Disclosure Statement to refer to a Roth IRA (under section 408A of the Internal Revenue Code). The term Plan Administrator will be used in this Disclosure Statement to refer to the individual(s) acting as or on behalf of the plan administrator (as defined in section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended). This Disclosure Statement is intended to describe the terms of the IRA that you have established or that has been established on your behalf. If the terms of this Disclosure Statement differ in any way from the provisions of the IRA Account Agreement (the “IRA Agreement”), the provisions contained in the IRA Agreement will apply.

Section 1: **Right to Cancel Your IRA.**

- A. **Your Rights Over Your IRA.** Regardless of whether you have directly established your IRA or your IRA has been established on your behalf by your Plan Administrator, you have the full rights as a Depositor as set forth in the IRA Agreement. Subject to the tax rules described herein, you may make additional contributions to your IRA, take a distribution from your IRA, or direct Trust Bank to transfer the proceeds of your IRA directly to you or to the trustee or custodian of another IRA. If you wish to maintain your IRA at Trust Bank, you may direct Trust Bank to change the investment of your IRA from insured bank deposits to mutual funds made available to the IRA by Trust Bank or its authorized agents (see section 6). If your IRA was established on your behalf by your Plan Administrator, the first time you contact Trust Bank to assert ownership or exercise control over your IRA, you will be required to provide information to Trust Bank to implement the customer identification program and any other bank requirements pursuant to the Bank Secrecy Act of 1970, as amended, including § 326 of the USA Patriot Act and any other applicable banking laws and regulations.
- B. **Revocation of Mandatory Distribution or Plan Termination Distribution.** If your IRA was established on your behalf by your Plan Administrator, this Disclosure

Statement has been mailed to you using your most recent address found in the records of your former employer and Plan Administrator. We assume that you have received this Disclosure Statement three days after we mail it to you. You have the right to revoke the mandatory distribution or plan termination distribution from your employer-maintained retirement plan and the establishment of the IRA in your name within a cancellation period of seven-days after you have received this Disclosure Statement.

To cancel your IRA, you must mail or personally deliver a written notice to Trust Bank (or deliver the notice to Trust Bank in an electronic form available from and acceptable to Trust Bank).

If you mail your notice to Trust Bank, we consider it mailed on the postmarked date if you deposit it in the U.S. mail in a properly addressed envelope with first-class postage. If you send the written notice by certified or registered mail, the mailing date is the date of certification or registration. Your notice will not be valid unless Trust Bank confirms that the notice has been received within the seven-day period or that the mailing date meets the above criteria. If Trust Bank makes material changes to its Disclosure Statement or the IRA Agreement during the seven-day cancellation period, Trust Bank will inform you of the change and give you the option to cancel the mandatory distribution or plan termination distribution and establishment of the IRA for an additional seven-day period.

If you revoke the mandatory distribution or plan termination distribution within the seven-day cancellation period, you are entitled to a full return of the mandatory rollover contribution or plan termination rollover contribution made to your IRA. Trust Bank will return your entire IRA contribution to you without penalty, service charge, administrative expenses, or any other reduction, other than required withholding taxes. Trust Bank will not make any adjustment for fluctuations in the market.

Section 2: **Requirements of an IRA.**

- A. **Form of Contributions.** All contributions to the IRA must be in cash.
- B. **Contribution Limits.** You can make contributions to your Roth IRA anytime, even after you reach age 72 as long as your modified adjusted gross income (“MAGI”) for the taxable year is less than \$144,000 if you are single, less than \$214,000 if you are married filing jointly, or less than \$10,000 if you are married filing separately. For Roth IRA contribution purposes, your MAGI is your adjusted gross income from your tax return, minus income resulting from conversion of a non-Roth IRA to a Roth IRA, plus certain other amounts (including Traditional IRA contribution

deductions, student loan interest deductions, tuition and fees deductions, foreign earned income exclusion, foreign housing exclusion or deduction, exclusion of qualified bond interest shown on Form 8815, and exclusion of employer-provided adoption assistance benefits). The total amount you may contribute to the IRA for any taxable year (except for transfers and rollovers) cannot exceed the lesser of the IRA Contribution Limit on the Table in C below or 100% of your compensation. If you make regular contributions to a Roth IRA, a Traditional IRA and/or SEP IRA for a taxable year, the maximum regular contribution that you can make to all your IRAs for that taxable year may need to be reduced. You must determine whether the reduction to the regular contributions must be made from your Traditional IRAs, Roth IRAs or SEP IRAs for the taxable year.

Your total regular contributions (before any applicable reductions) to all Traditional IRAs, SEP IRAs, and Roth IRAs for a taxable year cannot exceed the lesser of the IRA Contribution Limit on the table below or 100% of your compensation.

C. IRA Contribution Limit Table.

Tax Year*	IRA Contribution Limit if Under Age 50	IRA Contribution Limit if Age 50 or Over
2019	\$6,000	\$7,000
2020	\$6,000	\$7,000
2021	\$6,000	\$7,000
2022	\$6,000	\$7,000

*May adjust annually for inflation but only in increments of \$500.

D. Reduction to IRA Contribution Limit for Roth IRA. For regular contributions to a Roth IRA, the IRA Contribution Limit on the table above is reduced if your MAGI for the taxable year is between \$129,000 and \$144,000 if you are single, \$204,000 and \$214,000 if you are married filing jointly, or \$0 and \$10,000 if you are married filing separately. Married individuals filing separate returns who have lived apart at all times during the past year are treated as single for purposes of determining MAGI limits for contributions.

If you are married filing a joint income tax return and your MAGI is between the applicable MAGI phase-out range for the year, your maximum Roth IRA contribution is determined as follows: (1) Begin with the appropriate MAGI maximum for the applicable year and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if

you are age 50 or older. For example, if you are age 30, with MAGI of \$220,000, your maximum Roth IRA contribution for 2022 is \$3,600 ($[\$220,000 \text{ minus } \$214,000]$ divided by \$10,000 and multiplied by \$6,000).

If you are single and your MAGI is between the applicable MAGI phase-out range for the year, your maximum Roth IRA contribution is determined as follows: (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. For example, if you are age 30, with MAGI of \$153,000, your maximum Roth IRA contribution for 2022 is \$3,600 ($[\$153,000 \text{ minus } \$144,000]$ divided by \$15,000 and multiplied by \$6,000).

If the regular Roth IRA contribution limit is not a multiple of \$10, then it is to be rounded up to the next highest \$10 multiple. No dollar limit shall be reduced below \$200 unless such limitation is reduced to zero.

The contribution to a Roth IRA for a married individual filing a separate return is phased out when MAGI is between \$0 and \$10,000.

- E. **Spousal Contribution Limits.** If you are married, you may make payments to an IRA established for the benefit of your spouse. You must file a joint tax return for the year for which the contribution is made.

The amount you may contribute to your IRA and your spouse's IRA is the lesser of twice your IRA Contribution Limit (i.e., \$12,000 in 2022 if you are both under age 50 and have no reduction to your IRA Contribution Limit) or 100% of your combined compensation. However, you may not contribute more than the IRA Contribution Limit (i.e., \$6,000 in 2022 if you are both under age 50 and you have no reduction to your IRA Contribution Limit) to any one IRA.

- F. **Rollover IRAs.** Regardless of whether you have directly established your Roth IRA or your Roth IRA has been established on your behalf by your Plan Administrator, you may also request that the trustee or custodian of another IRA transfer your other Roth IRA assets to your Roth IRA at Trust Bank by completing an Account Transfer Form in a form made available by and acceptable to Trust Bank. You also can deposit all or any part of a payment made directly to you from another Roth IRA into your Roth IRA at Trust Bank. In addition, you can also deposit all or any part of a payment made to you directly from an employer-maintained retirement plan into your Roth IRA (if the payment consists only of designated Roth 401(k) Contributions and earnings thereon). You must deposit such payment within 60 days

of the date you receive it from the other IRA or employer-maintained retirement plan (unless you are granted a hardship waiver from the 60-day rule due to illness, death, disability, disaster, clerical error, incarceration, or other such events beyond your reasonable control). You are limited to one IRA-to-IRA rollover during a 12-month period. In addition, the 60 day rule is extended if all or any part of the amount distributed from the IRA was for a qualified first-time home purchase of a principal residence which does not materialize. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the “one every 12-month period” rule mentioned above. There are no restrictions on the number of IRA-to-IRA transfers or on the number of Eligible Rollover Distributions as described in more detail in section 3I below.

- G. **Recharacterization.** Under the tax laws, you may be able to treat a contribution made to one type of IRA as having been made to a different type of IRA. This is called recharacterizing the contributions. It should be noted, however, that this Trust Bank IRA product does not permit recharacterization.
- H. **Carryback Contributions.** A contribution is deemed to have been made on the last day of the preceding taxable year if you make a contribution by the deadline for filing your income tax return (not including extensions), and you designate that contribution as a contribution for the preceding taxable year. For example, if you are a calendar-year taxpayer and you make your IRA contribution on or before the federal tax filing deadline, without extensions, your contribution is considered to have been made for the previous tax year if you designated it as such.
- I. **Nonforfeitable.** Your interest in your IRA is nonforfeitable. This means that the full balance in your IRA belongs to you. However, we may assess reasonable fees and expenses against your IRA balance.
- J. **Eligible Custodians.** The Custodian of your IRA is Charles Schwab Trust Bank.
- K. **Commingling Assets.** The assets of your IRA cannot be commingled with other property except in a common trust fund or common investment fund.
- L. **Life Insurance.** No portion of your IRA may be invested in life insurance contracts.
- M. **Collectibles.** You may not invest the assets of your IRA in collectibles such as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property.
- N. **Designation of Your Beneficiary.** You are entitled to designate a Beneficiary to receive benefits payable from your IRA when you die. If your IRA was established on

your behalf by your Plan Administrator as a mandatory distribution or plan termination distribution from your employer-maintained retirement account, the Plan Administrator has no authority to designate and has not designated a Beneficiary for this IRA. Any Beneficiary designation that you may have previously had on file with your employer-provided retirement plan will not carry forward to your IRA. The first time you contact Trust Bank to assert ownership or exercise control over your IRA, you will be requested to complete a Beneficiary designation form.

If you do not designate a Beneficiary, your Beneficiary dies before you, or your Beneficiary can't be located within a reasonable time after you die, Trust Bank will pay your benefits to your estate in a single payment. If Trust Bank determines that your Beneficiary designation is not clear with respect to the amount of the distribution, the date on which the distribution shall be made, or the identity of the party or parties who will receive the distribution, Trust Bank shall have the right, in its sole discretion, to consult counsel and to institute legal proceedings to determine the proper distribution of the Account, all at the expense of the Account, before distributing or transferring the IRA.

- O. Distribution Rules for Your Roth IRA After Your Death.** If you die, distributions must be made to your Beneficiary(ies). You may change Beneficiaries at any time up until your death. Your Designated Beneficiaries will be determined on September 30 of the year following your death. If you die, and
- (a) your Beneficiary(ies) is a living individual who can be ascertained or the underlying beneficiary of certain types of trusts that meet the requirements of section 1.401(a)(9)-4, Q&A5 of the Treasury Regulations (each a Designated Beneficiary), distributions will generally be based on the distribution period for your oldest Designated Beneficiary calculated in accordance with the Single Life Table. Under the Single Life method, distributions must be made to your Designated Beneficiary(ies) by December 31 of the year following the year of your death. Generally, under your Roth IRA, the entire amount remaining in your Account will be distributed based on the divisor on the Single Life Table next to the age of your oldest Designated Beneficiary. The Single Life Table can be found in Treasury Regulation 1.401(a)(9)-9, Q&A2. Alternatively, the Designated Beneficiary may elect in writing, before December 31 of the calendar year after your death, to defer distributions to no later than December 31 of the year containing the 5th anniversary of your death.
 - (b) your spouse is the sole Designated Beneficiary (unless he or she is the sole Designated Beneficiary by virtue

of being the underlying beneficiary of a trust which meets the requirements of section 1.401(a)(9)-4, Q&A5 of the Treasury Regulations), then he or she may elect to treat the interest in your Account as her or his own IRA. In that case, your surviving spouse won't be required to start taking distributions during his or her lifetime under a Roth IRA. If your surviving spouse is your sole Designated Beneficiary, your spouse will be deemed to have elected to treat your IRA as his or her own IRA, unless we receive a different election from your spouse. If your spouse is the sole Designated Beneficiary and he or she does not elect to treat your IRA as his or her own, required distributions need not commence until December 31 of the year you would have attained age 72.

Regardless of whether your surviving spouse is your sole Designated Beneficiary after your death, your surviving spouse may elect to have distributions (excluding required minimum distributions, if any) rolled over to his or her own IRA of the same type within 60 days. However, no minimum distribution will be required so long as your surviving spouse rolls over your entire IRA balance prior to the date you would have attained age 72.

- (c) your Beneficiary is an entity or trust (not a Designated Beneficiary), the entire amount remaining in your Account will be distributed by December 31 of the year containing the 5th anniversary of your death.
- (d) a Designated Beneficiary of two or more IRAs of the same type inherited from the same deceased IRA Depositor may elect to withdraw minimum distributions in accordance with sections 1.408-8, Q&A9 and 1.408A-6, Q&A14 of the Treasury Regulations.
- (e) under Trust Bank rules, the amount of each distribution check must be at least \$1,000, or the outstanding Account balance in your IRA, if less. We will not make any payment to your Beneficiary until your Beneficiary gives Trust Bank a proper payout request.

Section 3: Income Tax Consequences of Establishing an IRA.

- A. Nondeductible Contributions.** All your contributions to your Roth IRA are nondeductible. The sum of your deductible and nondeductible IRA contributions across all your IRAs (Traditional IRAs, Roth IRAs, and SEP IRAs) cannot exceed the lesser of the IRA Contribution Limit or 100% of your compensation. Contributions to a Roth IRA are not reported on your return.
- B. Tax-Deferred Earnings.** The investment earnings of your Roth IRA are not subject to federal income tax until

distributions are made (or, in certain instances, when distributions are deemed to be made). Investment earnings distributed from your Roth IRA in a “qualified distribution” are not subject to federal income tax.

C. Tax Credit for Contributions. You may be eligible to receive a tax credit for your IRA contributions. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are:

- Age 18 or older as of the close of the taxable year,
- Not a dependent of another taxpayer, and
- Not a full-time student.

The credit is based upon your income (see chart below), and will range from 0%–50% of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed \$2,000.

The amount of your Saver’s Credit is determined as follows: (1) find your MAGI range for your applicable filing status (specified below) and then determine your maximum Saver’s Credit contribution percentage; (2) multiply your Saver’s Credit maximum contribution percentage times your actual contribution for the year (minus any taxable distributions from your retirement plan or IRA).

2022 Adjusted Gross Income			
Married Filing Jointly	Head of Household	All Other Filers	Credit Rate
\$0–\$41,000	\$0–\$30,750	\$0–\$20,500	50% of your contribution
\$41,001–\$44,000	\$30,751–\$33,000	\$20,501–\$22,000	20% of your contribution
\$44,001–\$68,000	\$33,001–\$51,000	\$22,001–\$34,000	10% of your contribution
more than \$68,000	more than \$51,000	more than \$34,000	0% of your contribution

D. Deduction of Rollovers and Transfers. A deduction is not allowed for rollover or transfer contributions.

E. Taxation of Roth IRA Distributions. The taxation of Roth IRA distributions depends on whether or not you receive a “qualified distribution.”

A qualified distribution is fully excluded from federal income and therefore is not subject to federal income tax. To be a qualified distribution, the distribution must meet two requirements. First, it must be made after the five-year period beginning January 1 of the year for which your first regular Roth IRA contribution is made (or if earlier, January 1 of the year in which your first Conversion Contribution is made). Second, it must be made either on or after you attain age 59½, or after you die or become disabled, or it is a qualified first time homebuyer distribution (up to a lifetime maximum of \$10,000). You have one five-year period for all your Roth IRAs for purposes of determining whether a distribution is a “qualified distribution.” It is your responsibility to determine the five-year period and determine whether a distribution qualifies as a tax-free distribution. If distributions do not meet the requirements for qualified distributions, they will be includible in income to the extent of any earnings on contributions. Distributions are treated as being made first from aggregate annual Roth IRA contributions and if aggregate distributions exceed aggregate annual contributions, then from amounts converted from IRAs, other than a Roth IRA, on a first-in, first-out basis, and lastly from any earnings. Distributions allocated to converted amounts are treated as coming first from the portion of the converted amount that was required to be included in your gross income as a result of the conversion. Only when distributions from all your Roth IRAs exceed all annual contributions and Conversion Contributions to your Roth IRA will any earnings attributable to these contributions be taxed. Such distributions that do not meet the requirements of qualified distributions will be taxed as ordinary income in the year received and may be subject to the 10% early withdrawal penalty.

The five-year period described above is not redetermined after your death. Therefore, once a Roth IRA is held in the name of a Beneficiary in an inherited Roth IRA, the five-year period will include the period the Roth IRA was held by you, unless your surviving spouse elects to treat the Roth IRA as his or her own, and has an earlier five-year period than you did.

- F. **Income Tax Withholding for Your Roth IRA.** Any taxable withdrawal from your Roth IRA, except a direct transfer, is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your withdrawal. If withholding is applied to your withdrawal, not less than 10% of the taxable amount withdrawn must be withheld. State income tax withholding may also apply.
- G. **Special Tax Treatment.** Capital gains treatment and the favorable five- or 10-year forward averaging tax authorized by section 402 of the Internal Revenue Code do not apply to IRA distributions.

H. Rollovers and Conversions. Your Roth IRA may be rolled over to another Roth IRA or may receive rollover contributions from another Roth IRA, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your Roth IRA from any of your other Roth IRAs, or distributions consisting of designated Roth 401(k) Contributions and earnings thereon from your employer's qualified retirement plan or tax-sheltered annuity. The income limits for annual contributions to Roth IRAs do not apply to rollovers.

An Eligible Rollover Distribution includes payments from a qualified plan or tax-sheltered annuity other than:

- (i) Payments spread over long periods. Thus, you cannot roll over a payment if it is part of a series of equal payments made at least once a year over your life expectancy, the life expectancy of you and your Beneficiary, or a period of at least 10 years.
- (ii) You also cannot roll over any required minimum distribution. However, as discussed in section 20 above, after your death, your surviving spouse has 60 days to elect to rollover the balance in your Roth IRA (but not a required minimum distribution from your account) to his or her own Roth IRA account.

Conversion is a term used to describe the movement of Traditional, SEP and SIMPLE IRA assets to a Roth IRA. A conversion is generally a taxable event and can be made only if your AGI is \$138,000 or less. However, if you are a married individual filing a separate federal tax return, you are not eligible to do a conversion unless you have lived apart from your spouse for the entire taxable year. These transactions are often complex. **If you have any questions regarding a rollover or conversion, please see a competent tax advisor. You should also be aware that this Trust Bank IRA product does not permit conversion.**

- 1. **60-Day Rollovers.** Funds distributed from your Roth IRA may be rolled over to another Roth IRA you own if the requirements of section 408(d)(3) of the Internal Revenue Code are met. A proper IRA to IRA rollover is completed if the following conditions are met:
 - (a) All or part of the distribution is rolled over not later than 60 days after the distribution is received (unless you are granted a hardship waiver from the 60-day rule due to illness, death, disability, disaster, clerical error, incarceration, or other such events beyond your reasonable control);
 - (b) Assets rolled over must be the same assets distributed to you;

- (c) You may not have completed another IRA to IRA rollover from the distributing IRA during the 12 months preceding the date you receive the distribution; and
- (d) You roll the same dollars or assets only once every 12 months.

Effective for distributions taken on or after January 1, 2015, you are permitted to roll over only one distribution from an IRA (Traditional, Roth, or SIMPLE) in a 12-month period, regardless of the number of IRAs you own. A distribution may be rolled over to the same IRA or to another IRA that is eligible to receive the rollover. For more information on rollover limitations, you may wish to obtain IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs), from the IRS or refer to the IRS website at www.irs.gov.

2. **Qualified Plan (or Tax-Sheltered Annuity) to Roth IRA Rollovers.** You may roll over, directly or indirectly, any Eligible Rollover Distribution from your 401(k) or 403(b) plan (your “Employer’s Plan”) consisting only of designated Roth 401(k) Contributions and earnings thereon to your Roth IRA. The income limits for annual contributions to Roth IRAs do not apply to rollovers.

If you elect to receive your Eligible Rollover Distribution prior to placing it in an IRA, an indirect rollover, your Plan Administrator will generally be required to withhold 20% of your taxable distribution as a prepayment of federal income taxes (and may also withhold for state income taxes). When completing the indirect rollover, you may make up the amount withheld for taxes from other sources and roll over the full amount distributed from your Employer’s Plan to avoid any tax consequences. To qualify as an indirect rollover, your Eligible Rollover Distribution must be rolled over to your IRA not later than 60 days after you receive it (unless you are granted a hardship waiver from the 60-day rule due to illness, death, disability, disaster, clerical error, incarceration or similar events that are beyond your reasonable control). If you do not make up the amount withheld, you will be subject to the applicable income tax and, if you are under age 59½, the 10% early distribution penalty (unless an exception to the penalty applies).

As an alternative to the indirect rollover, your Employer’s Plan generally must give you the option of directly rolling your Employer’s Plan balance over to an IRA. You may be asked to complete a written authorization. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the IRA that you designate. The 20% tax withholding requirements do not apply to direct rollovers.

If you roll over designated Roth 401(k) Contributions from your Employer’s Plan to your Roth IRA, whether directly or indirectly, the period that the rolled-over funds were in

the designated Roth account in the Employer's Plan does not count towards the five-taxable-year period for determining qualified distributions from the Roth IRA. However, if you had established a Roth IRA in a prior year, the five-year period for determining qualified distributions from a Roth IRA that began as a result of that earlier Roth IRA contribution applies to any distributions from the Roth IRA (including a distribution of an amount attributable to a rollover contribution from a designated Roth account in your Employer's Plan).

If you roll over a nonqualified distribution from a designated Roth account in your Employer's Plan into a Roth IRA, the portion of the distribution attributable to designated Roth 401(k) Contributions only is treated as basis in the Roth IRA. However, if you roll over a qualified distribution from a designated Roth account in your Employer's Plan into a Roth IRA, the entire amount of the distribution will be treated as basis in the Roth IRA.

3. **Roth IRA to Qualified Plan (or Tax Sheltered Annuity) Rollovers.** You may not roll over directly or indirectly a distribution from your Roth IRA to your Employer's Plan in which you have a designated Roth contribution account.
4. **Election.** At the time you make a proper rollover to an IRA, you need to designate to Trust Bank, in a form acceptable to Trust Bank, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable. If your IRA was established on your behalf by your Plan Administrator as a mandatory rollover of a distribution, or a plan termination distribution, from your Employer's Plan, this election will be made by the Plan Administrator of such plan.

Section 4: **Federal Tax Penalties.**

- A. **Excess Contribution Penalty.** An excise tax of 6% is imposed upon any excess contribution you make to your IRA. This tax will apply each year in which an excess amount remains in your IRA. An excess contribution is any contribution amount which exceeds your IRA Contribution Limit, excluding rollover and direct transfer amounts. Your IRA Contribution Limit is the lesser of the IRA Contribution Limit (as reduced, if applicable) or 100% of your compensation for the taxable year. In addition, for a Roth IRA an excess contribution also includes Conversion Contributions in any year in which your AGI exceeds \$140,000.
 1. If you withdraw the excess contribution and the net earnings attributable before the date you must file your income tax return for the year the contribution was made, the 6% excise tax won't be imposed. Earnings on excess contributions are considered taxable income in the year in which the excess

contribution is made and may be subject to the 10% tax on premature distributions when withdrawn.

2. If you contribute an excess amount in one year and don't withdraw it in later years, the excess amount will be subject to a cumulative 6% excise tax each year until it's withdrawn or eliminated.
3. An excess contribution may be eliminated in later years if you contribute less than the maximum allowable contribution in any year after the excess contribution is made. If you contribute less than the maximum contribution amount in the years before the year you make an excess contribution, the prior year's under-contribution amount may not be used to reduce your excess contribution.

B. Early Distribution Penalty. In addition to the imposition of income tax on nonqualified distributions from a Roth IRA, an additional 10% penalty tax will be imposed on any distributed amount that is includible in gross income (including amounts described herein as a prohibited transaction or security for a loan) and made before you've reached age 59½, unless the distribution is:

1. made because you die or become disabled within the meaning of the Code;
2. made to individuals unemployed for 12 or more consecutive weeks for health insurance premiums;
3. rolled over to another IRA of the same type within 60 days;
4. a timely withdrawal of an excess contribution;
5. a part of a series of substantially equal periodic payments (made at least annually) over your life or life expectancy or the joint lives or joint life expectancies of you and your Beneficiary;
6. used to pay for medical expenses in excess of 10% of your adjusted gross income;
7. for a "qualified" first-time home purchase. A "qualified" purchase of a home may not exceed a lifetime limit of \$10,000. You must use the distribution within 120 days of receiving it to pay the costs to acquire, construct or reconstruct your principal residence. Settlement, financing and closing costs can be included. A qualified first-time homebuyer includes you, your spouse, any of your children, grandchildren or parents (or the children, grandchildren or parents of your spouse), and only if the homebuyer had no ownership interest in a principal residence during the two years immediately preceding the date the buyer acquires the new residence. The residence must be the homebuyer's primary home, not a second home;

8. for qualified higher education expenses (which include tuition, fees, books, supplies and equipment) required for enrollment or attendance at certain eligible post-secondary educational institutions (including most colleges, universities and vocational schools, whether private, public or nonprofit). In addition, room and board is also an eligible expense for a student enrolled at least half-time). The student can be you, your spouse, or the child or grandchild of you or your spouse. However, otherwise qualified higher expenses must be reduced by certain scholarships, veterans benefits and U.S. Savings Bonds redemptions; or
9. made on account of an IRS levy, as described in Code section 6331.

The tax treatment of distributions from your Roth IRA is complex. You should consult with a competent tax advisor.

C. Excess Accumulation Penalty. For Roth IRAs, your Beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50% is imposed on the amount of the required minimum distribution which should have been taken but was not. This tax is referred to as an excess accumulation penalty tax. Your Beneficiary(ies) must determine the minimum distribution for each IRA held as Beneficiary.

Your Beneficiary must also direct Trust Bank, in a form acceptable to Trust Bank, to distribute the appropriate amount. The IRS offers publications that explain these distribution requirements in more detail.

D. Penalty and Tax Reporting. You must file Form 5329 with the Internal Revenue Service to report and remit any penalties or excise taxes.

Section 5: Limitations and Restrictions.

A. Prohibited Transactions. If you or your Beneficiary engage in a prohibited transaction with your IRA, as described in section 4975 of the Code, your IRA will lose its tax-exempt status.

Examples of prohibited transactions are:

- borrowing from your IRA,
- selling or leasing property to your IRA, or
- buying or leasing property from your IRA.

A prohibited transaction involving your IRA requires you to include the value of your earnings from your Roth IRA in your gross income that taxable year. If you are under age 59½, the 10% penalty tax will apply.

- B. **Pledging.** If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution and to the extent taxable will be included in your gross income for that year. If you are under age 59½, the 10% penalty tax will apply.
- C. **Gift Tax Exclusion.** Distributions of your IRA assets to a named Beneficiary made during your life and at your request (or because of your failure to instruct otherwise) may be subject to federal gift tax under section 2501 of the Code and may result in taxable income for you.

Section 6: **Additional Information.**

- A. **Direction of Investments.** Trust Bank is a directed custodian of your IRA. This means we will not make any investment decisions with regard to your IRA. If your IRA was established on your behalf by your Plan Administrator, at the time of establishment of your IRA your mandatory rollover or plan termination distribution will be deposited in an FDIC-insured money market deposit account at Trust Bank. Funds deposited at Trust Bank are, subject to the satisfaction of certain conditions, eligible for Federal Deposit Insurance Corporation (FDIC) Insurance. The Depositor is responsible for monitoring the total amount of deposits he or she holds with Trust Bank, in order to determine the extent of FDIC coverage available to them. The money market deposit account is an investment product designed to preserve principal and provide a reasonable rate of return, consistent with liquidity. Because the deposit insurance rules are complex, the Depositor may want to use the FDIC's online tool Electronic Deposit Insurance Estimator (www.fdic.gov/edie) to estimate their total coverage. This investment product will seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by your IRA. Regardless of whether you have directly established your IRA or your IRA has been established on your behalf by your Plan Administrator, you may direct Trust Bank to change the investment of all contributions made to your IRA, as well as all earnings on those contributions. At your direction, we will make investments in publicly traded mutual funds or other securities made available to your IRA by Trust Bank or its authorized agents.
- B. **Default Investment.** Any cash contributions to your IRA for which you have not provided investment direction or for which the investment direction was not provided in a form acceptable to Trust Bank shall be invested in the default investment. Under the default investment feature, all uninvested cash balances in your IRA will be invested daily in an FDIC-insured money market deposit account at Trust Bank. You may elect to change the default investment election in a form and manner acceptable to Trust Bank.

- C. **Account Service Fees.** We currently assess an annual fee of \$35.00 on your IRA to reimburse Trust Bank for certain expenses involved in administering your account. We also reserve the right to assess other charges in the future. Trust Bank will give you 30 days' notice of any change in the fees or charges. These fees will be charged against your IRA. Unless you elect otherwise, your IRA assets will be invested in an FDIC-insured money market deposit account at Trust Bank (as described in section B above). In a low interest rate environment, fees charged on an IRA with a low account balance could exceed earnings and result in a reduction of the principal value of the IRA. For example, if \$1,000 is deposited in a Trust Bank IRA receiving a 0.01% rate of interest and subject to the \$35.00 annual fee, the IRA balance at the end of the first year would be reduced to \$965.39 (assuming no additional contributions are made and no withdrawals, other than the annual fee, are taken). Based on the above, the value of a small IRA may decrease significantly over time. In the event a Depositor maintains both a Roth IRA and a Traditional IRA, a single \$35.00 annual fee will be charged and will be applied against the Traditional IRA.
- D. **Other Expenses.** You must pay any taxes that may be imposed on your IRA and any reasonable expenses Trust Bank incurs in administering your IRA, together with the annual fees and charges described above. These expenses will be charged against your IRA.
- E. **IRA Earnings.** Trust Bank will allocate the earnings of each separate IRA only to that IRA.
- F. **Tax Limits.** The contribution limits, gross income limits and other limits imposed by the Internal Revenue Code set forth in this Disclosure Statement are applicable as of February 24, 2020 and are subject to change from time to time. Any change is automatically applicable to your IRA.
- G. **Growth in Investment Value.** The following is a projection of the amounts that would be available to you for withdrawal at the end of any year in the table if your IRA were to grow at an interest rate of 0.01%, and if you were to make level annual contributions of \$1,000 on the first day of each year. The projections take into account the fees that would be assessed against the IRA. The projection is based on interest compounded daily and applied monthly and the fees being prorated and applied quarterly. The earnings in your IRA are not guaranteed. Therefore, amounts available in your IRA in the future could change if interest rates should fluctuate.

Instructions for use of the tables below:

1. Find your age in the first column of the table.
2. Look across the table on the same line as your age to determine the projected value of the account at ages

60, 65 and 70, after taking out any account maintenance fees. The \$35 annual account maintenance fee is prorated and assessed quarterly.

3. At the top of each table, values are shown for the projected account at the end of the first, second, third, fourth and fifth years. Values at the end of the first five years will be the same for all ages.
4. Both tables use a non-guaranteed rate and the following interest methodology:
 - (a) Interest compounded daily using a 365/365 day year, i.e., using an effective daily rate of interest of 1/365 of the assumed rate and compounding such effective daily rate for 365 days per year.
 - (b) Interest rate equals 0.01 percent compounded daily using a 365/365 day year.
5. There is no early withdrawal penalty assessed by Trust Bank; however, certain withdrawals before age 59½ may be subject to additional taxes and/or penalties.

Financial Projections 0.01% Rate of Interest¹

End of Year	Accumulated Amounts
1	\$ 965.39
2	\$ 1,931.18
3	\$ 2,897.34
4	\$ 3,863.90
5	\$ 4,830.84

Age at opening	60	65	70
18	\$ 41,862.66	\$ 46,777.31	\$ 51,701.80
19	\$ 40,880.91	\$ 45,793.59	\$ 50,716.11
20	\$ 39,899.55	\$ 44,810.27	\$ 49,730.82
21	\$ 38,918.59	\$ 43,827.34	\$ 48,745.92
22	\$ 37,938.02	\$ 42,844.81	\$ 47,761.42
23	\$ 36,957.83	\$ 41,862.66	\$ 46,777.31
24	\$ 35,978.05	\$ 40,880.91	\$ 45,793.59
25	\$ 34,998.65	\$ 39,899.55	\$ 44,810.27
26	\$ 34,019.64	\$ 38,918.59	\$ 43,827.34
27	\$ 33,041.03	\$ 37,938.02	\$ 42,844.81
28	\$ 32,062.81	\$ 36,957.83	\$ 41,862.66
29	\$ 31,084.98	\$ 35,978.05	\$ 40,880.91

(Continues)

30	\$ 30,107.54	\$ 34,998.65	\$ 39,899.55
31	\$ 29,130.49	\$ 34,019.64	\$ 38,918.59
32	\$ 28,153.83	\$ 33,041.03	\$ 37,938.02
33	\$ 27,177.56	\$ 32,062.81	\$ 36,957.83
34	\$ 26,201.68	\$ 31,084.98	\$ 35,978.05
35	\$ 25,226.19	\$ 30,107.54	\$ 34,998.65
36	\$ 24,251.10	\$ 29,130.49	\$ 34,019.64
37	\$ 23,276.39	\$ 28,153.83	\$ 33,041.03
38	\$ 22,302.07	\$ 27,177.56	\$ 32,062.81
39	\$ 21,328.14	\$ 26,201.68	\$ 31,084.98
40	\$ 20,354.61	\$ 25,226.19	\$ 30,107.54
41	\$ 19,381.46	\$ 24,251.10	\$ 29,130.49
42	\$ 18,408.70	\$ 23,276.39	\$ 28,153.83
43	\$ 17,436.33	\$ 22,302.07	\$ 27,177.56
44	\$ 16,464.35	\$ 21,328.14	\$ 26,201.68
45	\$ 15,492.75	\$ 20,354.61	\$ 25,226.19
46	\$ 14,521.55	\$ 19,381.46	\$ 24,251.10
47	\$ 13,550.73	\$ 18,408.70	\$ 23,276.39
48	\$ 12,580.30	\$ 17,436.33	\$ 22,302.07
49	\$ 11,610.26	\$ 16,464.35	\$ 21,328.14
50	\$ 10,640.61	\$ 15,492.75	\$ 20,354.61
51	\$ 9,671.35	\$ 14,521.55	\$ 19,381.46
52	\$ 8,702.47	\$ 13,550.73	\$ 18,408.70
53	\$ 7,733.98	\$ 12,580.30	\$ 17,436.33
54	\$ 6,765.88	\$ 11,610.26	\$ 16,464.35
55	\$ 5,798.17	\$ 10,640.61	\$ 15,492.75
56	\$ 4,830.84	\$ 9,671.35	\$ 14,521.55
57	\$ 3,863.90	\$ 8,702.47	\$ 13,550.73
58	\$ 2,897.34	\$ 7,733.98	\$ 12,580.30
59	\$ 1,931.18	\$ 6,765.88	\$ 11,610.26
60	\$ 965.39	\$ 5,798.17	\$ 10,640.61
61		\$ 4,830.84	\$ 9,671.35
62		\$ 3,863.90	\$ 8,702.47
63		\$ 2,897.34	\$ 7,733.98
64		\$ 1,931.18	\$ 6,765.88
65		\$ 965.39	\$ 5,798.17
66			\$ 4,830.84
67			\$ 3,863.90

(Continues)

68			\$ 2,897.34
69			\$ 1,931.18
70			\$ 965.39

¹Assumes a consistent annual 0.01% rate of return with \$1000 contribution made at the beginning of each year. The amounts shown for investment growth and final results do not consider any transaction costs or taxes.

The following is a projection of the amounts that would be available to you for withdrawal at the end of any year in the table if your IRA were to grow at an interest rate of 0.01%, and if you were to make a rollover contribution of \$1,000 on the first day of the first year, and no other subsequent contributions were to be made to the IRA. The projections take into account the fees that would be assessed against the IRA. The projection is based on interest compounded daily and applied monthly and the fees being prorated and applied quarterly. The earnings in your IRA are not guaranteed. Therefore, amounts available in your IRA in the future could change if interest rates should fall.

Instructions for use of the tables below:

1. Find your age in the first column of the table.
2. Look across the table on the same line as your age to determine the projected value of the account at ages 60, 65 and 70, after taking out any account maintenance fees. The \$35 annual account maintenance fee is prorated and assessed quarterly.
3. At the top of each table, values are shown for the projected account at the end of the first, second, third, fourth and fifth years. Values at the end of the first five years will be the same for all ages.
4. Both tables use a non-guaranteed rate and the following interest methodology:
 - (a) Interest compounded daily using a 365/365 day year, i.e., using an effective daily rate of interest of 1/365 of the assumed rate and compounding such effective daily rate for 365 days per year.
 - (b) Interest rate equals 0.01 percent compounded daily using a 365/365 day year.
5. There is no early withdrawal penalty assessed by Trust Bank; however, certain withdrawals before age 59½ may be subject to additional taxes and/or penalties.

Financial Projections 0.01% Rate of Interest²

End of Year	Accumulated Amounts
1	\$ 965.39
2	\$ 930.78
3	\$ 896.14
4	\$ 861.50
5	\$ 826.84

Age at opening	60	65	70
18	\$ 0.00	\$ 0.00	\$ 0.00
19	\$ 0.00	\$ 0.00	\$ 0.00
20	\$ 0.00	\$ 0.00	\$ 0.00
21	\$ 0.00	\$ 0.00	\$ 0.00
22	\$ 0.00	\$ 0.00	\$ 0.00
23	\$ 0.00	\$ 0.00	\$ 0.00
24	\$ 0.00	\$ 0.00	\$ 0.00
25	\$ 0.00	\$ 0.00	\$ 0.00
26	\$ 0.00	\$ 0.00	\$ 0.00
27	\$ 0.00	\$ 0.00	\$ 0.00
28	\$ 0.00	\$ 0.00	\$ 0.00
29	\$ 0.00	\$ 0.00	\$ 0.00
30	\$ 0.00	\$ 0.00	\$ 0.00
31	\$ 0.00	\$ 0.00	\$ 0.00
32	\$ 0.00	\$ 0.00	\$ 0.00
33	\$ 25.80	\$ 0.00	\$ 0.00
34	\$ 60.78	\$ 0.00	\$ 0.00
35	\$ 95.75	\$ 0.00	\$ 0.00
36	\$ 130.70	\$ 0.00	\$ 0.00
37	\$ 165.64	\$ 0.00	\$ 0.00
38	\$ 200.57	\$ 25.80	\$ 0.00
39	\$ 235.48	\$ 60.78	\$ 0.00
40	\$ 270.38	\$ 95.75	\$ 0.00
41	\$ 305.26	\$ 130.70	\$ 0.00
42	\$ 340.13	\$ 165.64	\$ 0.00
43	\$ 374.98	\$ 200.57	\$ 25.80
44	\$ 409.83	\$ 235.48	\$ 60.78

(Continues)

45	\$ 444.65	\$ 270.38	\$ 95.75
46	\$ 479.47	\$ 305.26	\$ 130.70
47	\$ 514.27	\$ 340.13	\$ 165.64
48	\$ 549.05	\$ 374.98	\$ 200.57
49	\$ 583.82	\$ 409.83	\$ 235.48
50	\$ 618.58	\$ 444.65	\$ 270.38
51	\$ 653.32	\$ 479.47	\$ 305.26
52	\$ 688.05	\$ 514.27	\$ 340.13
53	\$ 722.77	\$ 549.05	\$ 374.98
54	\$ 757.47	\$ 583.82	\$ 409.83
55	\$ 792.16	\$ 618.58	\$ 444.65
56	\$ 826.84	\$ 653.32	\$ 479.47
57	\$ 861.50	\$ 688.05	\$ 514.27
58	\$ 896.14	\$ 722.77	\$ 549.05
59	\$ 930.78	\$ 757.47	\$ 583.82
60	\$ 965.39	\$ 792.16	\$ 618.58
61		\$ 826.84	\$ 653.32
62		\$ 861.50	\$ 688.05
63		\$ 896.14	\$ 722.77
64		\$ 930.78	\$ 757.47
65		\$ 965.39	\$ 792.16
66			\$ 826.84
67			\$ 861.50
68			\$ 896.14
69			\$ 930.78
70			\$ 965.39

²Assumes a consistent annual 0.01% rate of return with a one-time initial contribution of \$1000. The amounts shown for investment growth and final results do not consider any transaction costs or taxes.

- H. **Agreement to Arbitration.** You agree to settle by binding arbitration any controversy between you and Trust Bank that arises related to your Charles Schwab Trust Bank IRA.
- I. **Initiating Arbitration.** Either you or Trust Bank may initiate arbitration by serving or mailing a written notice. Any award the arbitrator makes will be final, and judgment on it may be entered in any court having jurisdiction.

J. **Other Information.** You may obtain further information on IRAs from your District Office of the Internal Revenue Service. In particular, you may wish to obtain IRS Publication 590, Individual Retirement Arrangements (including SEP IRAs and SIMPLE IRAs) by calling 1-800-TAX-FORM or by visiting www.irs.gov on the Internet.

Schwab Personal Choice Retirement Account (PCRA) is offered through Charles Schwab & Co., Inc. (Member SIPC), the registered broker/dealer, which also provides other brokerage and custody services to its customers.

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TRUST BANK

FACTS

WHAT DOES THE CHARLES SCHWAB CORPORATION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account balances and transaction history • investment experience and assets
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons The Charles Schwab Corporation chooses to share; and whether you can limit this sharing.

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

To limit our sharing	Call 1-877-812-1817 within the U.S. or +1-415-667-8400 from outside the U.S.—our menu will prompt you through your choices. Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-877-812-1817 or 1-800-435-4000 or go to schwab.com/privacy .

Who we are

Who is providing this notice?

The Charles Schwab Corporation (also “Schwab”) and its affiliates. See list of affiliates below.

What we do

How does Schwab 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. To learn more about security at Schwab, please visit schwab.com/schwabsafe.

How does Schwab collect my personal information?

We collect your personal information, for example, when you:

- open an account or give us your income information
- seek advice about your investments or tell us about your investment or retirement portfolio
- make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a Charles Schwab (with the exception of Schwab Charitable™) or TD Ameritrade name; and nonfinancial companies such as Schwab Performance Technologies and Charles Schwab Media Productions Company.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *The Charles Schwab Corporation does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *The Charles Schwab Corporation doesn't jointly market.*

Other important information

Charles Schwab Bank, SSB, and Charles Schwab Premier Bank, SSB, are chartered under the laws of the State of Texas and by state law are subject to regulatory oversight by the Department of Savings and Mortgage Lending. Any consumer wishing to file a complaint against Charles Schwab Bank, SSB, or Charles Schwab Premier Bank, SSB, should contact the Department of Savings and Mortgage Lending through one of the means indicated below:

In Person or by Mail: 2601 North Lamar Boulevard, Suite 201, Austin, Texas 78705-4294; by Phone: 1-877-276-5550; by Fax: 1-512-936-2003; or through the Department's website at: www.sml.texas.gov.

California residents: Please go to schwab.com/ccpa to learn more about our Privacy Notice for California Residents.

Nevada residents: Nevada law requires us to disclose that you may request to be placed on Schwab's internal “do not call” list at any time by calling 1-800-435-4000, and that we are providing this notice to you pursuant to state law. You may obtain further information by contacting the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone 1-702-486-3132; email BCPINFO@ag.state.nv.us.

Vermont residents: We will automatically limit sharing of your information.

To learn more about our Online Privacy and Tracking practices, please go to schwab.com/online-privacy.