

TOWLE & CO.

ROTH INDIVIDUAL RETIREMENT ACCOUNT CUSTODIAL AGREEMENT & DISCLOSURE STATEMENT

Roth Individual Retirement Custodial Account

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

Form 5305-RA (Rev. April 2017) Department of the Treasury, Internal Revenue Service. Do not file with the Internal Revenue Service.

This Agreement is made between UMB Bank, n.a. as custodian (hereinafter referred to as "Custodian") and the individual (hereinafter referred to as "Depositor") who signs the accompanying Application. If the Depositor has previously adopted this Individual Retirement Custodial Account ("IRA") in any earlier form, by signature to the Application he or she adopts the amended IRA in the form as hereby restated.

The Depositor is establishing (or adopting an amendment to) an individual retirement account (under section 408A of the Internal Revenue Code) for the exclusive benefit of the individual or his or her beneficiaries. The Custodian has given the Depositor the disclosure statement required under 1.408-6 of the Regulations. Unless the accompanying Application is signed by the Depositor to adopt an amended and restated IRA, the Depositor has made an initial contribution to the IRA concurrently with the execution of the Application. The Depositor and the Custodian make the following Agreement.

ARTICLE I

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

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a Depositor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married Depositor filing jointly, between AGI of \$186,000 and \$196,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

- 1. Applicable Law:** All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of the State of Missouri; provided, however, that in the event of a conflict between any terms of this Agreement and any federal statute or regulation governing Individual Retirement Accounts, such terms shall be deemed to be amended but only to the extent necessary to bring them into compliance with such statute or regulation.
- 2. Annual Accounting:** The Custodian shall, at least annually, provide the Depositor or beneficiary (in the case of the Depositor's death) with an accounting of such Depositor's account. For this purpose, the Custodian may adopt the records of any third-party source. In the event the Custodial Account holds any securities or other assets for which a market value is not readily available, the Custodian shall for all purposes, including fee calculations and determining required minimum distributions, value such securities or other assets at their acquisition cost until the Custodian receives reliable information regarding current values from the Depositor or any other source. The Depositor agrees to indemnify and hold the Custodian harmless from and against any damages, liabilities, expenses, taxes, fines, penalties and any other costs incurred as a result of valuing assets in this manner. Such accounting shall be deemed to be accepted by the Depositor if the Depositor does not object in writing within 60 days after the mailing of such accounting statement.
- 3. Depositor's Responsibilities.** All information that the Depositor has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Depositor will comply with all legal requirements governing this Agreement and assumes all responsibility for his or her actions including, but not limited to eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Depositor will have 60 days after the receipt of any documents, statements, or other information from the Custodian to notify the Custodian in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If the Depositor does not notify the Custodian within 60 days, the documents, statements, or other information will be deemed correct and accurate, and the Custodian will have no further liability or obligation for such documents, statements, other information, or the transactions described therein. The Depositor will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Depositor will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules. The Custodian shall have no liability for the actions or failure to act of any broker, bank, trust company, depository or clearing corporation, or any other person with whom the Depositor or the Custodian may deal so long as the Custodian has not engaged in gross negligence or willful misconduct. The Depositor shall indemnify and hold the Custodian and its officers, its agents and its employees harmless for any and all liability, claims and expenses arising from any actions taken at the Depositor's request or in connection with this Agreement, except for any liability, claims or expenses caused by the gross negligence or willful misconduct of the Custodian. In no event shall the Custodian be liable for attorney's fees or for consequential or punitive damages.
- 4. Investment Provisions.** All contributions shall be invested and reinvested by the Custodian as directed by the Depositor (or the direction of the beneficiary upon the Depositor's death). Investments are limited to the investments listed on the most current Application.
- 5. Beneficiary Designation.** The Depositor has the right to designate any person(s) or entity(ies) as primary and contingent beneficiaries by completing a written designation in a form and manner acceptable to the Custodian, filed with the Custodian during the Depositor's lifetime. Unless otherwise indicated, all subsequent beneficiary designations revoke all prior designations.

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

Unless indicated otherwise in a form and manner acceptable to the Custodian, upon the Depositor's death, the Custodial Account will be paid to the surviving primary beneficiaries in equal shares. If no primary beneficiaries survive the Depositor, the Custodial Account will be paid to surviving contingent beneficiaries in equal shares unless indicated otherwise. If no primary or contingent beneficiaries survive the Depositor or if the Depositor fails to designate beneficiaries during his or her lifetime, the Custodial Account will be paid to the Depositor's estate following the Depositor's death. No payment will be made to any beneficiary until the Custodian receives appropriate evidence of the Depositor's death as determined by the Custodian.

If the Custodian and applicable laws and Regulations so permit, the right to designate any person(s) and entity(ies) as primary and contingent beneficiaries also extends to the Inherited Roth IRA Owner following the Depositor's death. Unless otherwise indicated, each beneficiary designation filed with the Custodian by the Inherited Roth IRA Owner will cancel all previous designations. Any successor beneficiary so named by the Inherited Roth IRA Owner will be entitled to the proceeds of the Custodial Account if the Inherited Roth IRA Owner dies before receiving his or her entire interest in the Inherited Roth IRA. A designation of successor beneficiaries submitted by the Inherited Roth IRA Owner must be in writing in a form and manner acceptable to the Custodian filed with the Custodian during the lifetime of the Inherited Roth IRA Owner. If no primary or contingent successor beneficiaries survive the Inherited Roth IRA Owner or if the Inherited Roth IRA Owner fails to designate successor beneficiaries during his or her lifetime, the Custodial Account will be paid to the Inherited Roth IRA Owner's estate following the Inherited Roth IRA's death.

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

Whenever any distribution hereunder is payable to a minor, the Custodian in its absolute discretion may make all or any part of such distribution to a legal guardian or conservator, a custodian under the Uniform Transfers to Minor Act, including any custodian designated by the Custodian if such designation is permissible by law, a parent of such person, or such person directly.

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

The Custodian shall have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address or legal status of any individual or individuals alleging the status of beneficiary (designated or otherwise), or to make inquiry or investigation concerning the possible existence of any beneficiary not reported to the Custodian within a reasonable period after notification of the Depositor's death and previous to the distribution of the Custodial Account. The Custodian may conclusively rely upon the veracity and accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. With respect to any distribution made by reason of the death of the Depositor, the Custodian shall have no higher duty than the exercise of good faith, shall incur no liability by reason of any action taken in reliance upon erroneous, inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this section of the Agreement, the Custodian shall be fully and forever discharged from all liability respecting such Custodial Account. Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Custodial Account. In such event all court costs, legal expenses, reasonable compensation for the time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs, shall be collected by the Custodian from the Custodial Account.

- 6. Distributions.** Distributions may be requested from the Custodial Account by delivering a request to the Custodian in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Required information includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity. Notwithstanding anything else herein to the contrary, the Custodian is authorized to make a distribution if directed to do so pursuant to a levy or court order of any kind and the Custodian shall not incur any liability for acting in accordance with such levy or court order.
- 7. Amendments and Termination.** The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Depositor at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Depositor. The Depositor shall be deemed to have consented to any such amendment unless the Depositor notifies the Custodian to the contrary within 30 days after the notice is sent to the Depositor. At the Depositor's discretion, the Depositor may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses from any actions or inactions of any successor trustee or custodian.

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

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

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

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

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

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

- 9. Fees and Charges.** The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Depositor 30 days' written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account. If the Custodian offers investments other than depository products, the Depositor recognizes that the Custodian may receive compensation from other parties. The Depositor agrees to pay the Custodian a reasonable hourly charge for distribution from, transfers from, and terminations of this IRA. The Depositor agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with this Custodial Account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind that may be levied or assessed with respect to such Custodial Account. All such fees, taxes and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Depositor. The Depositor shall be responsible for any deficiency. In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the IRA, the Custodian reserves the right to withhold any payment from the IRA, to request a court ruling to determine the disposition of the IRA assets, and to charge the IRA for any expenses incurred in obtaining such legal determination.

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

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

Except for eligible transfers of Roth IRA assets acquired by reason of death of the same Depositor or a direct rollover described in Code section 402(c)(11) by an Inherited Roth IRA Owner, beneficiary(ies)/Inherited Roth IRA Owners are prohibited from contributing to the Custodial Account unless defined as allowable under the Code or Regulations.

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

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

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

12. Miscellaneous.

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

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

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

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

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

Other Providers. At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly. The Custodian may release nonpublic personal information regarding your Roth IRA to such providers as necessary to provide the products and services made available under this Agreement.

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

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

Disbursements Made by the Custodian. The Custodian makes disbursements by check through an account outside of the IRA. The Custodian includes these amounts in the bank's Overnight Federal Funds during the time between the disbursement and when the check clears the disbursing account. The Custodian may retain earnings associated with Overnight Federal Funds. This procedure may be considered "float" under DOL Advisory Bulletin 2002-3. The total "float" retained by the Custodian will be reduced by any administrative expenses incurred by the Custodian. The Custodian is responsible for stop payments and reissuance of lost checks as well as the reconciliation of the disbursing account. Such costs decrease the amount of earnings of the float.

ARTICLE X

1. Investment Responsibilities. All investment decisions are the sole responsibility of the Depositor and the Depositor is responsible for directing the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Depositor may move his or her monies in the Custodial Account to different

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

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

The Custodian will promptly execute investment instructions received from the Depositor if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Depositor are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Depositor. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Depositor will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Depositor or Authorized Agent. The Custodian shall have no duty other than to follow the written investment directions of the Depositor, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Depositor. To the extent the Depositor has not directed other investments, the Custodian may maintain the cash as it may deem advisable or expedient (with no requirement to pay interest either on such cash balances or on cash on hand pending investment). All investment direction, investment management and investment advisory agreements provided by the IRA Depositor or beneficiary will continue until revoked by the IRA Depositor or beneficiary, even after the death of the IRA Depositor or beneficiary. The Custodian shall have no duty to bring any claim, suit or other action in connection with any investment in the Custodial Account. The Depositor agrees to indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation, claim or other action involving any investment in the Custodial Account in which the Custodian is named as a necessary party or at the request of the Depositor

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

2. **Registration.** All assets of the Custodial Account shall be registered in the name of the Custodian or of a suitable nominee. The same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever. However, each Depositor's account shall be separate and distinct; a separate account therefore shall be maintained by the Custodian, and the assets thereof shall be held by the Custodian in individual or bulk segregation either in the Custodian's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
3. **Investment Advisor.** The Depositor may appoint an investment advisor, qualified under Section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment of his or her IRA. The Depositor shall notify the Custodian in writing of any such appointment by providing the Custodian a copy of the instruments appointing the investment advisor and evidencing the investment advisor's acceptance of such appointment, an acknowledgment by the investment advisor that it is a fiduciary of the Custodial Account, and a certificate evidencing the Investment Advisor's current registration under the Investment Advisers Act of 1940. The Custodian shall comply with any investment directions furnished to it by the investment advisor, unless and until it receives written notification from the Depositor that the investment advisor's appointment has been terminated. The Custodian shall have no duty other than to follow the written investment directions of such investment advisor and shall be under no duty to question said instructions, and the Custodian shall not be liable for any investment losses sustained by the Depositor.
4. **No Investment Advice.** The Custodian does not assume any responsibility for rendering advice with respect to the investment and reinvestment of the Depositor's Custodial Account and shall not be liable for any loss which results from the Depositor's exercise of control over his or her Custodial Account. The Depositor shall still have and exercise exclusive responsibility for control over the investment of the assets in his or her Custodial Account, and the Custodian shall not have any duty to question his or her investment directives. The Depositor hereby specifically acknowledges that neither the Custodian, nor any affiliate of the Custodian, is serving as a "fiduciary" as defined in Internal Revenue Code section 4975(e) (3) and therefore neither the Custodian nor any affiliate of the Custodian is providing any investment advice to the Depositor. To the extent any investment related information is received by the Depositor from the Custodian or any affiliate of the Custodian, the Depositor agrees and acknowledges that such information (i) is not binding on the client, and (ii) does not serve as the primary basis for the selection or retention of any investments or investment decisions. The Depositor further acknowledges that the Custodian has no discretionary authority or control under the terms of this Agreement.
5. **Prohibited Transactions.** Notwithstanding anything contained herein to the contrary, the Custodian shall not lend any part of the corpus or income of the Custodial Account to: pay any compensation for personal services rendered to the Custodial Account; make any part of its services available on a preferential basis; or acquire for the Custodial Account any property, other than cash, from, or sell any property to, any Depositor, any member of a Depositor's family, or a corporation controlled by any Depositor through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.
6. **Unrelated Business Income Tax.** If the Depositor directs investment of the Custodial Account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Depositor to so advise the Custodian and to provide the Custodian with all information necessary to prepare and file any required returns or reports for the Custodial Account. As the Custodian may deem necessary, and at the Depositor's expense, the Custodian may request a taxpayer identification number for the Custodial Account, file any returns, reports, and applications for extension, and pay any taxes or estimated taxes owed with respect to the Custodial Account. The Custodian may retain suitable accountants, attorneys, or other agents to assist it in performing such responsibilities.
7. **Disclosures and Voting.** The Custodian shall deliver, or cause to be executed and delivered, to the Depositor all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the Custodial Account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from the Depositor.
8. **Miscellaneous Expenses.** In addition to those expenses set out in Article VIII, of this plan, the Depositor agrees to pay any and all expenses incurred by the Custodian in connection with the investment of the Custodial Account, including expenses of preparation and filing of any returns and reports with regard to

unrelated business income, including taxes and estimated taxes, as well as any transfer taxes incurred in connection with the investment or reinvestment of the assets of the Custodial Account.

9. **Lawsuits.** The Custodian shall have no duty to bring any claim, suit or other action in connection with any investment in the Custodial Account. The Depositor agrees to indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation, claim or other action involving any investment in the Custodial Account in which the Custodian is named as a necessary party or at the request of the Depositor.
10. **Confirmations.** Confirmations of transactions shall be conclusive if the Depositor does not object within 10 days of mailing to the Depositor. If the Depositor does not elect to receive transaction confirmations on the Application, transactions shall still be conclusive if the Depositor does not object within 10 days of the transaction. Records or statements of activity in the Custodial Account shall be conclusive if the Depositor does not object within 30 days of mailing to the Depositor. In such case, the Custodian and its officers and employees shall be forever released and discharged from any liability with respect to any claim arising out of any action or omission reflected on such confirmation or record.
11. **Limitations on Custodial Liability.** The Custodian shall not be liable or responsible for any act or default of any predecessor or successor custodian or any other fiduciary or service provider regarding the Custodial Account. To the fullest extent permitted by law, the Depositor shall at all times fully indemnify and hold harmless the Custodian and any affiliates of the Custodian, and their officers, directors and employees, from any and all liability arising from the directions of the Depositor under the terms of this Agreement and from any and all other liability which may arise in connection with this Agreement, except for any liability that arises from the Custodian's gross negligence or willful misconduct.
12. **Custodial Services.** The Depositor and the Custodian agree that the sole responsibilities of the Custodian are to provide custody services as provided herein. Therefore, notwithstanding anything else herein to the contrary, to the extent any provisions of this Agreement would cause the Custodian to be considered a "fiduciary" as defined in Internal Revenue Code section 4975(e)(3), such provision shall be void and the remaining provisions of this Agreement shall be and continue to be fully effective.

GENERAL INSTRUCTIONS

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

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

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

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

Definitions.

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

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

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

Code. Code means the Internal Revenue Code.

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

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

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

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

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

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

RIGHT TO REVOKE YOUR ROTH IRA

You may revoke your IRA within 7 days after you sign the IRA Application by hand delivering or mailing a written notice your investment provider, C/O UMB Fund Services, Inc. 235 W. Galena Street, Milwaukee, WI 53212. If you revoke your IRA by mailing a written notice, such notice must be postmarked by the 7th day after you sign the Application. If you revoke your IRA within the 7-day period, you will receive a refund of the entire amount of your contributions to the IRA without any adjustment for earnings or any administrative expenses. If you exercise this revocation, we are still required to report the contribution on Form 5498 (except transfers) and the revoked distribution on Form 1099-R.

CONTRIBUTIONS

Cash. Except for certain rollovers and transfers, all contributions must be made in the form of US currency (e.g., check, wire or ACH).

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

Compensation. For purposes of funding an IRA, "compensation" generally means monies earned from working, such as wages, salaries, tips, professional fees, bonuses and other amounts received from providing personal services. If you are self-employed, your compensation is your earned income. Taxable alimony received under a valid divorce decree or separate maintenance agreement is considered compensation. Nontaxable combat zone pay received by members of the armed forces is generally considered compensation. Compensation for the purposes of making Roth IRA contributions includes differential wage payments made by some employers to employees who have been called to active duty. For tax year 2020 and later years, compensation includes any amount which is included in your gross income that is paid to you for the pursuit of graduate or postdoctoral study. Compensation does not include investment earnings, pension or annuity income or other amounts you receive for which your services are not a material income-producing factor.

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

MAGI Limits for Roth IRA Contribution Eligibility

Tax Filing Status	MAGI Thresholds
Married Filing Jointly*	\$218,000 - \$228,000 (2023) \$204,000 - \$214,000 (2022)
Single, Head of Household, Married Filing Separately (did not live together during the year)	\$138,000 - \$153,000 (2023) \$129,000 - \$149,000 (2022)

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

For tax years after 2023, the MAGI thresholds for Roth IRA contribution eligibility phase-out listed above will be increased annually to reflect a cost-of-living adjustment, if any.

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

For more information on determining your MAGI and your eligibility to contribute to a Roth IRA, consult your tax advisor, instructions to Form 1040 and/or **IRS Pub. 590-A**.

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

Previous Year Contributions. If you contribute between January 1 and April 15 in a manner acceptable to the Custodian, you may designate the contribution as a contribution for the previous year. If you do not designate a contribution for the previous year, the Custodian will report it to the IRS as a current year contribution (the year received).

Contributions to Multiple IRAs. If you have more than one Roth IRA, the contribution limits listed below apply to the total amount you may contribute to all your Roth IRAs for the year. If you also have a Traditional IRA, the contribution limits listed below are reduced by any amounts you contribute to your Traditional IRA for the tax year. In addition, employer retirement plans may establish separate accounts to receive voluntary employee contributions. If the account meets the requirements of an IRA and you make voluntary employee contributions to that separate account, the total amount listed below that you may contribute to all your IRAs is reduced by those voluntary employee contributions.

Contribution Limits. Your annual contribution amount may not exceed \$6,000 for tax year 2022 and \$6,500 for tax year 2023 with possible cost-of-living adjustments each year thereafter. For each year in which you are age 50 or older before the end of the calendar year, you may make an additional catch-up contribution of up to \$1,000 for tax year 2022 and \$1,000 for tax year 2023 with possible cost-of-living adjustments each year thereafter. Your total contribution amount (including catch-up, if applicable) may not, however, exceed an amount equal to your compensation for that tax year unless you are married and filing a joint tax return. If you are married, filing a joint federal income tax return, the total amount you and your spouse may contribute to IRAs in aggregate for any tax year (including catch-up contributions, if applicable) may not exceed the combined compensation of you and your spouse for that same tax year. If your MAGI is above a certain amount, your contribution limit may be reduced, see MAGI Limits above.

Simplified Employee Pension (SEP) Plan. For taxable years beginning after December 31, 2022, if you participate in your employer's SEP plan, your employer may make SEP contributions to your Roth IRA as allowed under the Code, Regulations, and other applicable guidance.

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

Other Distributions Eligible for Repayment. Certain distributions may be repaid to your Roth IRA. Distributions eligible for repayment include:

1. Qualified birth or adoption distributions (as defined by the Code and Treasury Regulations),
2. Qualified disaster recovery distributions (as defined by the Code and Treasury Regulations),
3. Withdrawals for terminal illness (as defined by the Code and Treasury Regulations),
4. Eligible distributions to domestic abuse victims (as defined by the Code and Treasury Regulations),
5. Emergency personal expense distributions (as defined by the Code and Treasury Regulations),
6. Coronavirus-related distributions, and
7. Any other distributions authorized by the federal government to be repaid under the terms outlined below.

You may repay eligible distributions by making one or more contributions to your Roth IRA any time during the 3-year period beginning on the day after the date on which the distribution was received. Qualified birth or adoption distributions received before December 30, 2022, may be repaid up until December 31, 2025. The aggregate amount that may be repaid may not exceed the amount of such eligible distributions and is in addition to other eligible contribution amounts. For more information on eligible repayments, consult your tax advisor.

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

Roth IRA-to-Roth IRA Rollover. You may withdraw, tax free, all or a portion of your Roth IRA if you contribute the amount withdrawn into the same or another Roth IRA as a rollover. When completing a rollover from a Roth IRA to a Roth IRA, you must generally complete the rollover transaction not later than the 60th day after the date on which you received the distribution. Only one IRA distribution within any 12-month period may be rolled over in an IRA-to-IRA rollover transaction. The 12-month waiting period begins on the date you receive an IRA distribution that you subsequently roll over, not on the date you complete the rollover transaction. Amounts withdrawn (including any amounts withheld for federal, state, or other income taxes that you did not receive) that are not rolled over will be treated as a distribution from the Roth IRA and may be subject to tax and/or early distribution penalty.

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

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

To complete a direct rollover, from an employer plan to your Roth IRA, you must generally instruct the plan administrator to send the distribution directly to your Roth IRA Custodian. To complete an indirect rollover to your Roth IRA, you must generally request that the plan administrator make a distribution directly to you. You must generally complete the rollover transaction not later than the 60th day after the date on which you received the eligible rollover distribution. For a plan loan offset due to termination of employment, the deadline for completing the rollover is your tax return due date (including extensions) for the year in which the offset occurs. If you choose the indirect rollover method, the plan administrator is typically required to withhold 20% of the eligible rollover distribution amount for purposes of federal income tax withholding. You may, however, make up the withheld amount out of pocket and roll over the full amount. If you do not make up the withheld amount out of pocket, the 20% withheld (and not rolled over) will be treated as a distribution, subject to applicable taxes and penalties. In the cases of an overpayment that has been directly rolled over to your Roth IRA, you are typically eligible to contest the plan sponsor's recoupment effort of such overpayment. While you contest the efforts to recoup, the Custodian will retain the contested assets pending the outcome of the procedures and, in the event the payment is found to be an overpayment, return such overpayment to the distributing plan.

Employer Retirement Plan-to-Roth IRA Rollover (by Inherited Roth IRA Owner). Please refer to the section of this document entitled "Inherited Roth IRA."

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

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

Conversions to Roth IRAs. You may convert all or a portion of your Traditional IRA (or SIMPLE IRA) to a Roth IRA provided you meet any applicable eligibility requirements as defined in the Code and Regulations. To complete a conversion of a SIMPLE IRA distribution to a Roth IRA, at least two years must have elapsed from the date on which you first participated in any SIMPLE IRA Plan maintained by the employer. Except for amounts that represent basis, amounts converted are generally treated as taxable distributions. Amounts that represent basis may only be converted as permitted under the Code and/or Regulations. The early distribution penalty that typically applies to taxable withdrawals taken prior to age 59½, does not apply to amounts converted from a Traditional IRA (or SIMPLE IRA) to a Roth IRA. Required minimum distributions (RMDs) may not be converted. All RMDs must be withdrawn as required under the Code and Regulations prior to a conversion. Conversions are not subject to the 12-month rollover restriction that typically applies to rollovers between IRAs. Roth IRA conversions may not be recharacterized.

Rollover of Exxon Valdez Settlement Income. Certain income received as an Exxon Valdez qualified settlement may be rolled over to a Roth IRA or another eligible retirement plan. The amount contributed cannot exceed the lesser of \$100,000 (reduced by the amount of any qualified settlement income contributed to an eligible retirement plan in prior tax years) or the amount of qualified settlement income received during the tax year. Contributions for the year can be made up until the due date for filing your return, not including extensions. Qualified settlement income that is contributed to a Roth IRA is included in your taxable income for the year the qualified settlement income was received and treated as part of your cost basis (investment in the contract) in the Roth IRA that is not taxable when distributed.

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

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

RECHARACTERIZATIONS

Recharacterize a Contribution. You may recharacterize a contribution made to one type of IRA (either Traditional or Roth IRA) and treat it as though it was made to a different type of IRA (Traditional or Roth IRA). Both the contribution amount along with the net income attributable to the contribution must be transferred. If there was a loss, the amount of any loss will reduce the amount you transfer. The deadline for completing a recharacterization is your tax return due date (including any extensions) for the year for which the contribution was made to the first IRA. Recharacterization requests must be made in a form and manner acceptable to the Custodian. Report recharacterizations to the IRS by attaching a statement to your Form 1040. You may also need to file Form 8606. You may not recharacterize a Roth IRA conversion.

TRANSFERS

Transfers. You may move your Roth IRA from one trustee, custodian, or issuer to a Roth IRA maintained by another trustee, custodian, or issuer by requesting a direct transfer. Federal law does not limit the number of transfers you may make during any year.

Transfers Incident to Divorce. Under a valid divorce decree or separate maintenance decree, or a written document incident to such a decree, all or part of your Roth IRA may be transferred to your ex-spouse, or you may receive all or part of your ex-spouse's Roth IRA.

TAX TREATMENT OF ROTH IRA CONTRIBUTIONS

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

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

DISTRIBUTIONS DURING YOUR LIFETIME

You may withdraw any or all your Roth IRA balance at any time. If you take a qualified distribution from your Roth IRA, neither the contributions nor the earnings are taxable. If your Roth IRA distributions are nonqualified distributions, certain taxes and penalties may apply. Due to the complexity of the Roth IRA distribution rules and tax ramifications, you should consult a tax advisor prior to taking distributions from your Roth IRA.

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

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

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

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

The five-year holding period begins with the first tax year for which you make a regular contribution, or if earlier, the first tax year in which a conversion or an employer plan rollover is made to your Roth IRA. A subsequent contribution, conversion or rollover will not start a new five-year period for the purposes of determining a qualified distribution.

Nonqualified Distributions. If you receive a distribution from your Roth IRA that does not constitute a qualified distribution, a portion of it may be taxable and may be subject to the 10% early distribution penalty tax (if you do not qualify for an exception). You must apply the ordering rules discussed above to determine whether part of your nonqualified distribution represents a taxable amount.

Nonqualified distributions of conversion amounts and amounts rolled over from employer retirement plans distributed within five years of the conversion may be subject to the 10% early distribution penalty tax, explained below.

Distributions Prior to Age 59½ Exemption from 10% Penalty Tax. The 10% penalty tax on early distributions does not apply to distributions made to you before you attain age 59½ if you are eligible for one of the following early distribution penalty exceptions.

1. You have unreimbursed medical expenses that are more than the applicable percentage of your adjusted gross income and provided certain conditions apply.
2. You are unemployed and receive federal or state unemployment benefits for 12 consecutive weeks, or would have if not self-employed, and you receive the distribution during that or the succeeding tax year that does not exceed more than the amount you paid during the distribution year for medical insurance for yourself, your spouse, and your dependents.
3. You can provide proof that you are disabled as defined by the Code.
4. You are receiving substantially equal periodic payments consistent with the Code and Regulations.
5. The distributions are not more than the qualified higher education expenses of you, your spouse, or the children or grandchildren of you or your spouse.
6. The distribution, of up to a \$10,000 lifetime limit, is used within 120 days of withdrawal to buy or build a home that will be a principal residence for a qualified first-time homebuyer. Adjustments to lifetime limit amount may be authorized by the federal government.
7. The distribution is due to an IRS levy on the Roth IRA.
8. The distribution is a qualified reservist distribution as defined by the Code.
9. The distribution is a qualified birth or adoption distribution as defined by the Code, Regulations, and other applicable guidance.
10. The distribution is a coronavirus-related distribution as defined by the Code.
11. The distribution is a qualified disaster recovery distribution as defined by the Code, Regulations, and other applicable guidance.
12. The distribution is to an individual who is terminally ill as defined by the Code, Regulations, and other applicable guidance.
13. The distribution is withdrawn on or after January 1, 2024, and is withdrawn for certain emergency personal expenses as defined by the Code, Regulations, and other applicable guidance.
14. The distribution is withdrawn on or after January 1, 2024, and is considered an eligible distribution to a domestic abuse victim as defined by the Code, Regulations, and other applicable guidance.

Note: In addition to the early distribution penalty exceptions noted above, the federal government may authorize additional exceptions.

Reporting Early Distribution Penalty Tax. For distributions taken prior to age 59½, you may be required to file Form 5329 with the IRS to either report and pay the 10% early distribution penalty tax or to claim an exception to the 10% early distribution penalty tax.

No Required Distributions. You are not required to take distributions from your Roth IRA. However, when you die, your beneficiary(ies) must receive minimum distributions.

Coronavirus-Related Distribution Tax Treatment. If you are a qualified individual (as defined by the Code and Treasury Regulations), you may take coronavirus-related distributions from your Roth IRA. Coronavirus-related distributions are eligible for flexible taxation and repayment options. Coronavirus-related distributions must be withdrawn on or after January 1, 2020, and before December 31, 2020, and may not exceed, in aggregate, \$100,000. The taxable portion of coronavirus-related distributions from your Roth IRA must generally be included in taxable income either in the year in which the assets are distributed or ratably over a three-year period. You have up to three years to avoid paying taxes on taxable portion of your coronavirus-related distributions by making one or more repayments to your Roth IRA. For assistance in determining whether you are eligible for a coronavirus-related distribution, consult your tax advisor.

Tax Treatment of Qualified Birth or Adoption Distribution. You may take qualified birth or adoption distributions from your Roth IRA if made during the 1-year period beginning on the date on which your child was born or the date on which the legal adoption of your child, who is an eligible adoptee as defined by the Code and Regulations, was finalized. Qualified birth or adoptions distributions may not exceed, in aggregate, \$5,000 per adoption or birth. Adjustments to this amount may be authorized by the federal government. Qualified birth or adoption distributions are exempt from the 10% early distribution penalty tax and may be repaid. See **“Other Distributions Eligible for Repayment”** in this document for more information. For assistance in determining whether you are eligible for a qualified birth or adoption distribution, consult your tax advisor.

Tax Treatment of Qualified Disaster Recovery Distribution. You may take qualified disaster recovery distributions from your Roth IRA if your principal place of abode is in a qualified disaster area during the incident period and you have sustained an economic loss by reason of such qualified disaster. Such distributions generally must be made on or after the first day of the incident period and no later than 180 days from the later of the date of the disaster declaration or December 29, 2022. Qualified disaster recovery distributions may not exceed, in aggregate, \$22,000. Adjustments to this amount may be authorized by the federal government. For purposes of qualified disaster recovery distributions, qualified disaster is a major disaster declared by the Federal Emergency Management Agency (FEMA) which has occurred on or after January 26, 2021. The incident period is the period during which a disaster occurred and is declared by FEMA. Qualified disaster recovery distributions must generally be included in taxable income (to the extent taxable) either in the year in which the assets are distributed or ratably over a three-year period. You have up to three years to avoid paying taxes on qualified disaster recovery distributions by making one or more repayments to your Roth IRA. See **“Other Distributions Eligible for Repayment”** in this document for more information. Qualified disaster recovery distributions are exempt from the 10% early distribution penalty tax. For assistance in determining whether you are eligible for a qualified disaster recovery distribution, consult your tax advisor.

Tax Treatment of Withdrawals for Terminal Illness. If you are terminally ill as defined in the Code, Regulations, or other applicable guidance and you take distribution from your Roth IRA, such distribution(s) are exempt from the 10% early distribution penalty tax and may be repaid. See **“Other Distributions Eligible for Repayment”** in this document for more information.

Tax Treatment of Eligible Distributions to Domestic Abuse Victim. Beginning January 1, 2024, if you are the victim of domestic abuse (as defined by the Code, Regulations, or other IRS guidance) by your spouse or domestic partner you may take eligible distributions from your Roth IRA as a domestic abuse victim during the 1-year period beginning on any date on which you were a victim of such abuse. Eligible distributions to a domestic abuse victim are exempt from the 10% early distribution penalty tax and may be repaid. See “**Other Distributions Eligible for Repayment**” in this document for more information. The aggregate amount that may be treated as an eligible distribution to a domestic abuse victim is generally limited to \$10,000 for tax year 2024 with possible cost-of-living adjustments each year thereafter. For assistance in determining whether you meet the eligibility for an eligible distribution to a domestic abuse victim, consult your tax advisor.

Tax Treatment of Emergency Personal Expense Distribution. Beginning January 1, 2024, you may take an emergency personal expense distribution as defined by the Code, Regulations, or other IRS guidance from your Roth IRA. Emergency personal expense distributions are exempt from the 10% early distribution penalty tax and may be repaid. See “**Other Distributions Eligible for Repayment**” in this document for more information. If you take an emergency personal expense distribution from a Roth IRA or eligible retirement plan, you are prohibited from taking another emergency personal expense distribution during that same calendar year from any Roth IRA or eligible retirement plan. Under certain circumstances, if you do not repay an emergency personal expense distribution, you are restricted from taking another emergency personal expense distribution during the three calendar years immediately following the distribution. For assistance in determining whether you are eligible for an emergency personal expense distribution, consult your tax advisor.

Qualified Charitable Distributions. If you are age 70½ or older, you may be eligible to make a qualified charitable distribution (QCD) from your Roth IRA. A qualified charitable distribution is generally not subject to federal income tax. If you make deductible Traditional IRA contributions for any year in which you are age 70½ or older, all or a portion of your qualified charitable distributions may be subject to federal income tax. Beginning in 2023, if you are eligible to make a QCD, you may make a one-time election for a taxable year to treat any distribution from an IRA which is made directly to a split-interest entity (as defined by the Code, Regulations, and other IRS guidance) as a QCD. For 2023, the maximum QCD amount overall is \$100,000. For 2023, the maximum QCD amount that may be paid to a split-interest entity under the special one-time election is \$50,000. For future years the dollar limitations will be increased to reflect a cost-of-living adjustment, if any. For further detailed information you may wish to obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS. For assistance in determining whether you are eligible to make a QCD from your IRA, consult your tax advisor.

Qualified Health Savings Account (HSA) Funding Distribution. If you are an HSA eligible individual, you may be eligible to do a tax-free transfer of IRA assets to your HSA. This transfer, which is referred to as a qualified HSA funding distribution, is subject to HSA contribution limits. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your IRAs during your lifetime. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

BENEFICIARY DISTRIBUTIONS – DEATH OF IRA OWNER BEFORE JANUARY 1, 2020

Any amounts remaining in your Roth IRA at your death will be paid to your beneficiary(ies) as required under the Code and Treasury Regulations.

Tax Treatment of Distributions to Beneficiaries. Distributions to your beneficiary(ies) within the 5-year qualified distribution holding period may be taxed as ordinary income. The 10% penalty tax for early distributions does not apply to distributions to your beneficiary(ies) after your death. Beneficiaries must ensure the five-year holding period has been satisfied to receive qualified distributions. The years you were alive are credited toward the five-year waiting period. That is, the five-year waiting period is not reset upon your death. The period begins January 1 of the first year for which you made a regular/spousal contribution, a conversion or an employer plan rollover to any Roth IRA you own.

Beneficiary Distribution Requirements. If you die before January 1, 2020, the period of time over which your Roth IRA balance may be distributed to your beneficiary(ies) depends on whether you had a designated beneficiary, and your relationship to the beneficiary (spouse or nonspouse).

A designated beneficiary is an individual who is designated by you in writing as a beneficiary of this Roth IRA in a manner acceptable to the Custodian or designated as a beneficiary under the terms of the plan agreement. With the exception of certain qualified see-through trust beneficiaries, only individuals may be treated as designated beneficiaries for purposes of determining required distributions under Code Section 401(a)(9) following your death. Except as provided otherwise in applicable Treasury Regulations, for purposes of determining the applicable distribution period following your death, your designated beneficiary will be determined based on the beneficiaries designated as of your date of death who remain beneficiaries as of September 30 of the calendar year following the calendar year of your death.

Generally, when you die, designated beneficiary(ies) who are individuals may elect to deplete the Roth IRA by the end of the fifth calendar year following your death or to receive payments based on the designated beneficiary(ies)'s life expectancy. If life expectancy payments are elected, the payments must generally begin by December 31 of the first calendar year following your death. However, if your surviving spouse is your sole designated beneficiary, they may delay the first distribution until December 31 of the year you would have attained age 70½ (if your date of birth is before July 1, 1949), age 72 (if your date of birth is after June 30, 1949 and before January 1, 1951), age 73 (if your date of birth is after December 31, 1950 and before January 1, 1960), or age 75 (if your date of birth is after December 31, 1959), if later.

If your designated beneficiary is not an individual or a qualified trust, your Roth IRA must be distributed by the end of the fifth calendar year following your death.

Generally, each beneficiary may elect the timing and manner regarding the distribution of their portion of the Roth IRA. Elections must generally be made by December 31 of the year following your death. If timely elections are not made, your beneficiary is required to take distributions according to the applicable default provision. The default distribution option for designated beneficiaries who are individuals is the life expectancy option and the default distribution option for designated beneficiaries that are not individuals is the 5-year rule.

If your surviving spouse is the sole designated beneficiary of your Roth IRA, they may treat your Roth IRA as their own Roth IRA by redesignating your Roth IRA as their own Roth IRA, failing to take a required distribution as a beneficiary, or by making a contribution. Regardless of whether your spouse is the sole designated beneficiary, they may roll distributions from your Roth IRA into their own Roth IRA generally within 60 days of receipt. Additional restrictions may apply.

Pursuant to the Coronavirus Aid, Relief and Economic Security Act of 2020 (CARES Act), certain beneficiaries taking distributions in accordance with the 5-year rule are afforded an extra year to complete distribution from the Inherited IRA.

Excess Accumulation Penalty. If your beneficiary does not withdraw the amount required to be distributed each year on or before December 31, they may be subject to a 50% excess accumulation penalty tax on the amount not distributed as required. They must report the 50% excess accumulation penalty tax by filing a completed Form 5329 with the IRS along with their payment. For taxable years beginning after December 29, 2022, the amount of the excess accumulation penalty tax is reduced from 50% to 25%. The penalty is further reduced to 10% for beneficiaries who take a corrective distribution and submit a modified federal income return within the applicable correction window. Beneficiaries should consult a tax and/or legal advisor for the correction window applicable to their specific circumstances.

Required Distributions to Successor Beneficiaries. Distributions following the death of your beneficiary must be withdrawn by the successor beneficiary(ies) as required by the Code and Regulations including any annual required minimum distributions and the depletion of the entire remaining interest in the Inherited Roth IRA by the applicable deadline. The applicable deadline by which the Inherited Roth IRA must be depleted by a successor beneficiary is generally the end of the tenth calendar year following your beneficiary's death or earlier, depending on the circumstances. Failure to withdraw required distributions or deplete the Inherited Roth IRA may result in an excess accumulation penalty.

BENEFICIARY DISTRIBUTIONS – DEATH OF IRA OWNER ON OR AFTER JANUARY 1, 2020

Any amounts remaining in your IRA at your death will be paid to your beneficiary(ies) as required under the Code and Treasury Regulations.

Tax Treatment of Distributions to Beneficiaries. Distributions to your beneficiary(ies) within the 5-year qualified distribution holding period may be taxed as ordinary income. The 10% penalty tax for early distributions does not apply to distributions to your beneficiary(ies) after your death. Beneficiaries must ensure the five-year holding period has been satisfied to receive qualified distributions. The years you were alive are credited toward the five-year waiting period. That is, the five-year waiting period is not reset upon your death. The period begins January 1 of the first year for which you made a regular/spousal contribution, a conversion, or an employer plan rollover to any Roth IRA you own.

Beneficiary Distribution Requirements. If you die on or after January 1, 2020, how quickly the assets must be withdrawn from the Roth IRA by your beneficiary depends on the beneficiary type (i.e., an eligible designated beneficiary, an individual that is not an eligible designated beneficiary, a nonperson beneficiary such as a charity or other entity, or a trust beneficiary) which are defined in the chart below.

Beneficiary Types

Eligible Designated Beneficiary	Eligible designated beneficiary status is determined on the date of your death. The following types of designated beneficiaries generally qualify as an eligible designated beneficiary: your spouse, a disabled individual (as defined under Code section 72(m) and Regulations), a chronically ill individual as defined in Code section 401(a)(9)(E)(ii)(IV) and Regulations, your child who has not attained age 21, or an individual who was not born more than 10 years after your date of birth. For a disabled or chronically ill individual to be considered an eligible designated beneficiary, documentation of the disability or chronic illness must be received by the Custodian no later than October 31 of the calendar year following your death. Such documentation requirements are also applicable to qualified see-through trusts whose beneficiaries include disabled and/or chronically ill individuals. If such documentation is not received by the applicable deadline, such disabled or chronically ill individuals are noneligible designated beneficiaries.
Noneligible Designated Beneficiary	Noneligible designated beneficiary is any individual who is not an eligible designated beneficiary.
Nonperson Beneficiary	Nonperson beneficiaries include nonqualified trusts (i.e., trusts that are not qualified see-through trusts), estates, charities, and other nonperson entities.
Qualified See-Through Trust Beneficiary	A qualified see-through trust beneficiary, as defined under Regulations, is a trust that is valid under state law (or would be valid but for the fact that there is no corpus), is irrevocable (or becomes irrevocable upon your death) and has identifiable beneficiaries. In addition, to be considered a qualified see-through trust, required trust documentation must be provided to the Custodian no later than October 31 of the year following the year of your death.

Beneficiary Distribution Requirements

The chart below outlines the distribution requirements for each beneficiary type assuming each beneficiary's interest in the inherited Roth IRA funds is separately accounted for according to the Regulations by no later than December 31 of the year following the year of your death. The beneficiary distribution options and/or requirements outlined below may be restricted, accelerated, or modified if separate accounting of each beneficiary's share is not completed by such deadline. Such beneficiaries should consult with their tax and legal counsel for advice on required distributions from the inherited Roth IRA funds.

Eligible Designated Beneficiary (Spouse)	<p>Your spouse beneficiary may continue to maintain the inherited IRA funds in an Inherited Roth IRA or may choose to move the inherited Roth IRA funds to a Roth IRA of their own through a direct transfer (if eligible) or a rollover.</p> <p>Spouse Move to Own Roth IRA. Your spouse beneficiary may choose to move the inherited Roth IRA funds to their own Roth IRA through a direct transfer (if eligible) or a rollover. If your spouse beneficiary moves the inherited funds into a Roth IRA of their own, they will generally not be subject to required minimum distributions.</p> <p>In a transfer, Roth IRA funds are moved directly from the Inherited Roth IRA to your spouse's own Roth IRA. The deadline for your spouse to transfer the inherited funds to their own Roth IRA is the later of December 31 of the year following your death, or December 31 of the year your spouse attains the applicable age. Your spouse's applicable age is</p> <ul style="list-style-type: none"> • age 70½, if their date of birth is June 30, 1949, or earlier, • age 72, if their date of birth is after June 30, 1949, but before January 1, 1951, • age 73, if their date of birth is after December 31, 1950, but before January 1, 1960, or • age 75 if their date of birth is January 1, 1960, or later. <p>In a rollover, your spouse beneficiary withdraws the inherited funds and then subsequently deposits the funds into their own Roth IRA as a rollover contribution, generally within 60 days. Your spouse beneficiary may choose to roll over the inherited Roth IRA funds to their own IRA at any time, so long as rollover eligibility requirements are satisfied. Note: Your spouse beneficiary may not roll over any required distributions (including hypothetical RMD amounts).</p>
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	<p>If your spouse beneficiary fails to take a required distribution from the inherited Roth IRA funds or contributes additional funds to the Inherited Roth IRA, such Roth IRA will automatically become your spouses' own Roth IRA.</p> <p>Inherited Roth IRA Distribution Requirements. If your spouse chooses to leave the inherited funds in an Inherited Roth IRA, your spouse beneficiary may choose the distribution requirements that apply to them by making an election between two distinct distribution options: 1) Life Expectancy Payments, or 2) the 10-Year Rule. The deadline for your spouse beneficiary to make the election between the 10-Year Rule and Life Expectancy Payment options is generally December 31 of the year following your year of death. However, if you pass away prior to the year in which you attain a certain applicable age (based on your date of birth), your spouse beneficiary will typically have until the earlier of December 31 of year you would have attained the applicable age or December 31 of the tenth calendar year following your death. If your spouse does not make an election by the deadline, your spouse will be required to take distributions according to the Life Expectancy Payments option. For purposes of this deadline, the applicable age (based on your date of birth) is</p> <ul style="list-style-type: none"> • age 72, if you were born before January 1, 1951, • age 73 if you were born after December 31, 1950, and before January 1, 1960, or • age 75 if you were born after December 31, 1959. <p>10-Year Rule: The 10-Year Rule requires depletion of the inherited funds by the end of the tenth calendar year following your death. If your spouse beneficiary elects to take distributions from the Inherited Roth IRA in accordance with the 10-Year Rule, they are not subject to a distribution requirement each year.</p> <p>Life Expectancy Payments: year beginning in the calendar year following your death. However, if your surviving spouse is your sole designated beneficiary, they may generally elect to delay the first distribution until the year you would have attained RMD age (i.e., age 72 if born after June 30, 1949, but before January 1, 1951, age 73 if born after December 31, 1950, and before January 1, 1960, and age 75 if born after December 31, 1959). The life expectancy payment is the required minimum amount to be withdrawn each year; your spouse beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance.</p>
<p>Eligible Designated Beneficiary (Nonspouse)</p>	<p>Your nonspouse beneficiary who qualifies as an eligible designated beneficiary may choose the distribution requirements that apply to them by making an election between two distinct distribution options: 1) Life Expectancy Payments, or 2) the 10-Year Rule. The deadline for your eligible designated beneficiary (nonspouse) to elect between the 10-Year Rule and the Life Expectancy Payments option is December 31 of the calendar year following your death. If your beneficiary does not make an election by the deadline, your beneficiary will be required to take minimum distributions each year in accordance with the Life Expectancy Payments option.</p> <p>10-Year Rule: The 10-Year Rule requires depletion of the inherited funds by the end of the tenth calendar year following the year of your death. If an eligible designated beneficiary elects to take distributions from the Inherited Roth IRA in accordance with the 10-Year Rule, they are not subject to a distribution requirement each year.</p> <p>Life Expectancy Payments: Under the Life Expectancy Payments option, your beneficiary must withdraw a minimum amount each year beginning in the calendar year following your death. To determine the minimum required distribution amount for a given year, the Roth IRA balance (i.e., generally the fair market value of the Inherited Roth IRA on December 31 of the preceding year) is divided by the applicable denominator. The applicable denominator is derived from the Single Life Expectancy table. For the first distribution year, the life expectancy used is the single life expectancy that corresponds to the age the beneficiary attains on their birthday in the calendar year following the year of your death. Once the applicable denominator is determined for the first distribution year, it is reduced by one in each succeeding year. The life expectancy payment is the required minimum amount to be withdrawn each year; the eligible designated beneficiary may always withdraw an additional amount, including a lump-sum distribution of the remaining balance.</p> <p>If your child, who is under age 21 at the time of your death, elects to take distributions in accordance with the Life Expectancy Payments option, they must generally deplete the entire Inherited Roth IRA by December 31 of year they attain age 31. However, this deadline does not apply if your child is disabled or chronically at the time of your death and required documentation is provided to the Roth IRA Custodian by the applicable deadline.</p>
<p>Noneligible Designated Beneficiary</p>	<p>Your noneligible designated beneficiary is required to take distribution of the Inherited Roth IRA under the 10-Year Rule. The 10-Year Rule requires depletion of the inherited Roth IRA funds by the end of the tenth calendar year following your death. Under a Roth IRA, noneligible designated beneficiaries taking distributions in accordance with the 10-Year Rule are not subject to a minimum distribution requirement each year.</p>
<p>Nonperson Beneficiary</p>	<p>Your nonperson beneficiary is required to take distribution of the Inherited Roth IRA under the 5-Year Rule. The 5-Year Rule requires depletion of the Inherited Roth IRA by the end of the fifth calendar year following your death. Under a Roth IRA, nonperson beneficiaries taking distributions in accordance with the 5-Year Rule are not subject to a distribution requirement each year.</p>
<p>Qualified See-Through Trust Beneficiary</p>	<p>Your qualified see-through trust beneficiary must deplete the Inherited Roth IRA in accordance with the Code and Treasury Regulations under either the 10-Year Rule or, if applicable, under the Life Expectancy Payments option. Beneficiary distribution requirements for a qualified see-through trust are dependent on which underlying trust beneficiaries must be taken into account and the status of those beneficiaries. Trustees of a trust named as a Roth IRA beneficiary are strongly encouraged to seek assistance from a competent tax or legal advisor.</p>

Excess Accumulation Penalty. If your beneficiary (excluding your spouse beneficiary) does not withdraw the amount required to be distributed for a given year, they may be subject to a 50% excess accumulation penalty tax on the amount not distributed. They must report the 50% excess accumulation penalty tax by filing a completed Form 5329 with the IRS along with payment. For taxable years beginning after December 29, 2022, the amount of the excess accumulation penalty tax is reduced from 50% to 25%. The penalty is further reduced to 10% for beneficiaries who take a corrective distribution and submit a modified federal income return within the applicable correction window. The correction window begins on the date the excess accumulation penalty is incurred and, generally, ends on the last day of the second tax year following year in which the penalty was incurred. Beneficiaries should consult a tax and/or legal advisor for the correction window applicable to their specific circumstances.

Required Distributions to Successor Beneficiaries. Distributions following the death of your beneficiary must be withdrawn by the successor beneficiary(ies) as required by the Code and Regulations including any annual required minimum distributions and the depletion of the entire remaining interest in the Inherited Roth

IRA by the applicable deadline. The applicable deadline by which the Inherited Roth IRA must be depleted by a successor beneficiary is generally the end of the tenth calendar year following your beneficiary's death or earlier, depending on the circumstances. Failure to withdraw required distributions or deplete the Inherited Roth IRA may result in an excess accumulation penalty as described above.

FINANCIAL DISCLOSURE

Since you determine the investment program for your Roth IRA and select securities and other assets to be purchased and sold, the value of your Roth IRA will depend on the investment decisions made by you or your investment advisor. No guarantees of any nature concerning growth projections, earnings rates, or future security values are made. The method for computing and allocating annual earnings on your investments will vary with the nature and issuer of investments chosen. Refer to the prospectus or investment contract(s) for the method(s) used for computing and allocating annual earnings. All ordinary expenses related to directed security transactions, such as brokerage commissions on purchases and sales, are expenses of the Custodial Account and will be charged directly to the Custodial Account.

A reasonable hourly charge will be assessed for extraordinary services for the following:

- Time expended terminating the Custodial Account.
- Searching and tracking down beneficiaries and beneficiary information following the death of the Depositor (or beneficiaries) including court costs for determining the proper course of action.

CUSTODIAN NOT YOUR ADVISOR

UMB Bank, n.a., UMB Distribution Services, LLC, Grand Distributions Services, LLC, and UMB Fund Services, Inc. expressly disclaim any right, duty, authority or responsibility to furnish legal or tax advice relating to your IRA, including but not limited to present or future tax consequences to you or others which may result from the establishment or maintenance of the Custodial Account, the permissible amounts or deductibility of contributions, the effect of withdrawals, the selection of payment options or beneficiaries, any matters pertaining to prohibited transactions, and any other matter whatsoever. You are advised and encouraged to consult with professional counsel of your own selection respecting all such matters.

WITHHOLDING

Taxable, nonperiodic distributions from your Roth IRA are generally subject to 10% federal income tax. You may elect not to have withholding apply to your IRA distribution in most cases or elect another amount. Any amounts withheld are remitted to federal depositories as prepayment of your federal income tax liability. If you elect not to have withholding applied, or if you do not have enough federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may be subject to penalties under the estimated tax rules if withholding and estimated tax payments are not sufficient. In addition to federal income tax withholding, distributions from Roth IRAs may also be subject to state income tax withholding.

CORRECTION OF EXCESS CONTRIBUTIONS

Any amount you contribute for a tax year that exceeds the allowable contribution amount is an excess contribution and subject to a 6% penalty tax each year it remains in the Roth IRA. You may avoid the penalty tax if you remove the excess contribution along with the net income attributable to the excess before your tax return due date, plus extensions. For assistance in calculating the net income attributable to an excess contribution using an IRS-approved method, refer to Treasury Regulation 1.408-11, IRS Publication 590-A and/or your tax advisor. The net income must be included in your taxable income.

To correct an excess contribution after your tax filing due date (plus extensions), you may withdraw the excess amount (no earnings need to be withdrawn.) Alternatively, if you are eligible to contribute for a subsequent year, you may correct the excess amount by redesignating the amount to a subsequent year. To redesignate a contribution, you under contribute for a subsequent year and claim the original contribution amount when you file your income taxes for that subsequent year. Regardless of which method you use to correct the excess after your tax return due date, plus extensions, the 6% penalty is required for each year it remained in the Roth IRA as an excess contribution.

PROHIBITED TRANSACTIONS

If you (or your beneficiary(ies) when you die) engage in a prohibited transaction with your Roth IRA, the entire Roth IRA will be disqualified, and treated as a distribution. If you are under the age of 59½, the 10% early distribution penalty tax may apply. Prohibited transactions are defined in Code section 4975. Examples include borrowing money from the Roth IRA, selling property to the Roth IRA, receiving unreasonable compensation for managing the Roth IRA, or buying property with Roth IRA funds for your personal use.

USING YOUR ROTH IRA AS SECURITY FOR A LOAN

If you (or your beneficiary(ies) when you die) pledge all or part of your Roth IRA as security for a loan, the amount pledged is treated as a distribution. If you are under the age of 59½, the amount pledged may also be subject to the 10% early distribution penalty tax.

INHERITED ROTH IRA

Contributions to Inherited Roth IRA. Except for direct rollovers of designated Roth assets from a deceased participant's 401(k) plan(s), 403(b) arrangement(s) and 457(b) plan(s), qualified rollover contributions from inherited eligible retirement plan(s) other than a Roth IRA, direct transfers from another Inherited Roth IRA, and certain recharacterized contributions from Inherited Traditional IRAs, no other contribution types are allowed to be contributed to the Inherited Roth IRA, unless defined as allowable under the Code or Regulations.

Rollover of Designated Roth Contributions. Eligible rollover distributions of designated Roth contributions (and earnings thereon) from a 401(k), 403(b), or 457(b) plan may be directly rolled over by a spouse, nonspouse, or qualified trust beneficiary to an Inherited Roth IRA. Rollovers to an Inherited Roth IRA must be sent directly from the plan administrator to the Inherited Roth IRA Custodian. The beneficiary may not have constructive receipt of the assets. The beneficiary is solely responsible for tracking the taxable and nontaxable amounts of the assets rolled over. If a nonqualified distribution is rolled over from a designated Roth account

in a 401(k), 403(b) or 457(b) plan to a Roth IRA, the portion of the distribution that constitutes the contribution basis is treated as basis in the Roth IRA. If a qualified distribution is rolled over from a designated Roth account in a 401(k), 403(b) or 457(b) plan to a Roth IRA, the entire amount of the rollover contribution is considered basis in the Roth IRA. In the cases of an overpayment that has been directly rolled over to an Inherited Roth IRA, the Inherited Roth IRA owner is typically eligible to contest the plan sponsor's recoupment effort of such overpayment. While the Inherited Roth IRA owner contests the efforts to recoup, the Custodian will retain the contested assets pending the outcome of the procedures and, in the event the payment is found to be an overpayment, return such overpayment to the distributing plan.

Qualified Rollover Contributions. If current eligibility requirements as defined by the Code and Regulations are met, spouse, nonspouse, or qualified trust beneficiary may make a qualified rollover contribution to a Roth IRA from an eligible retirement plan other than a Roth IRA. A qualified rollover contribution must be sent in a direct rollover from the distributing plan to the Inherited Roth IRA. The beneficiary may not have constructive receipt of the assets. For assistance in determining qualified rollover contribution eligibility and the tax consequences of such a transaction, consult a tax advisor.

Distributions to Inherited Roth IRA Owners. Beneficiary payouts from Inherited Roth IRAs must continue as required by the Code and Regulations. See, **"BENEFICIARY DISTRIBUTIONS – DEATH OF IRA OWNER BEFORE JANUARY 1, 2020"** and **"BENEFICIARY DISTRIBUTIONS – DEATH OF IRA OWNER ON OR AFTER JANUARY 1, 2020"** in this document for more information.

MISCELLANEOUS

Disaster Relief. If you are affected by certain federally declared disasters, you may be eligible for extended deadlines to complete certain time-sensitive acts (e.g., IRA contributions, rollovers, recharacterizations or correction of certain excess contributions). For detailed information about special IRA rules related to specific federally declared disasters, refer Treasury Regulation 301.7508A-1(c)(1), Revenue Procedure 2018-58, or the IRS website at www.irs.gov.

Nonforfeitable. Your interest in your Roth IRA is nonforfeitable at all times.

Custodian. The Custodian of your Roth IRA must be a bank, a federally insured credit union, a savings and loan association, a corporation that is incorporated under the laws that it is domiciled and is subject to supervision and examination by the Commissioner of Banking or other officer of such State in charge of the administration of the banking laws of such State or an entity approved by the IRS to act as custodian.

Investment Restrictions. Money in your Roth IRA may not be used to buy a life insurance policy or invested in collectibles as defined in Code section 408(m). However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

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

Beneficiary Designation. You may designate a beneficiary for your Roth IRA by completing a written designation in a form and manner acceptable to the Custodian. When you die, the proceeds of your Roth IRA will be paid to your beneficiary(ies). If you do not designate a beneficiary, your Roth IRA will be paid to your estate when you die.

Tax Free Earnings. When you take qualified distributions from your Roth IRA, both the contributions and the earnings are tax free. Note, however, if you take nonqualified distributions as discussed earlier, the earnings may be subject to taxes and penalties, if applicable.

Estate Tax. Generally, for federal estate tax purposes, your Roth IRA assets are includable in your gross estate when you die. Consult your tax and/or legal advisors for specific guidance.

No Special Tax Treatment. Roth IRA distributions are not eligible for capital gains treatment or lump-sum income averaging.

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

IRS Form. This Roth IRA uses the precise language of Articles I-VIII of IRS Form 5305-RA, and therefore Articles I-VIII are treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.

ADDITIONAL INFORMATION

Additional Information. Additional information about the rules and options regarding your Roth IRA may be found in IRS Publication 590-A, Publication 590-B, the instructions to the IRS forms and on the IRS website at www.irs.gov.

UMB PRIVACY STATEMENT:

UMB Financial Corporation and its family of companies ("UMB") firmly believe that protecting the privacy and security of our customers' information is one of our primary and fundamental responsibilities. We are dedicated to protecting your confidential information as set forth in this Privacy Statement.

We understand that you expect the personal information you have entrusted to us to be handled with great care. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as necessary to provide UMB services or as otherwise permitted or required by law. Please be assured that we will never provide medical information that we may obtain through insurance applications to any affiliate or to any associate without a need to know.

OUR SECURITY PROCEDURES. We keep your information secure by:

- Maintaining physical, electronic and procedural safeguards that comply with or exceed federal standards to guard your nonpublic personal information, including the prompt disposal of all unnecessary customer information.
- Limiting access to information about you to those associates who need to know that information to provide you products or services.
- Training our associates about the importance of maintaining the confidentiality of customer information. We take appropriate disciplinary action to enforce our associates' privacy responsibilities.

- Requiring companies that do work for us on your behalf to protect information, and only provide them with information that we believe is necessary to fulfill their responsibilities.

INFORMATION WE COLLECT. We collect and use different types of information about you to assist in servicing your accounts and managing our relationship with you. For example, we will use information we gather to identify you during a transaction in order to protect your identity and your account. Information you provide will also help us understand your financial needs as we design or improve our products and services.

The information we gather comes from a variety of sources, including:

- Information you provide to us (such as name, address and telephone number).
- Information about your transactions with UMB (such as account balance and payment history).
- Information we receive from credit reporting agencies and other companies and agencies (such as your credit history).

SHARING OR USING INFORMATION ABOUT YOU WITH AFFILIATES. We are permitted by law to share information about our experiences or transactions involving you or your account with our affiliates. We may also share “other” information about you or your account (such as information we receive from you through applications and information from credit bureaus) with our affiliates. You may instruct us not to share “other” information about you or your account. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices*. The information we share about you within our family of companies assists in serving you more efficiently, offering you products and services that we believe would benefit you, and making it easier to do business with us.

Our affiliates offer important services and products that provide you with the highest quality financial services. However, you may limit our affiliates from marketing their products or services to you based on credit or transaction information about you that they receive from other UMB companies. This information includes your income, your account balance, your payment history and your credit score. Your decision to limit the marketing offers you receive from our affiliates will not expire unless you revoke it. This limitation does not apply in certain circumstances, such as if you currently do business with one of our affiliates. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices*.

YOUR OPT OUT CHOICES. You may direct us not to allow UMB companies to share or use information about you in two ways:

- *Option 1:* Directs UMB not to share certain nonpublic personal information among its affiliates, such as information we receive from you through applications and information from credit bureaus. UMB may still share, by law, experience and transaction information with our affiliates.
- *Option 2:* Limits UMB affiliates from marketing their products and services to you based on credit or transaction information about you that they receive from other UMB companies. UMB affiliates will still be able to market products to you, but they will not be able to use application and credit information to do so.

To opt out, call us at 800.441.9535, or if in Kansas City, call 816.860.5780. When you call, please provide your name, address, social security number and birth date. You should also list the accounts and services you have with us so that we can be sure that we have identified all of our relationships with you. Please designate whether you are selecting Option 1, Option 2 or both.

You cannot opt out on behalf of any other customer, unless you are a joint account holder with that person. To opt out for another joint account holder, you must provide the joint account holder’s name, address, social security number and birth date, as well as all of their accounts and services.

FOR CREDIT AND DEBIT CARD CUSTOMERS. If a bank or company name other than UMB appears on your credit or debit card, we will not share nonpublic personal information about you or your account with our affiliates.

THIRD PARTIES. We are permitted by law to disclose nonpublic personal information about you in certain circumstances to third parties that are not part of the UMB family of companies. For example, we may share information with companies that print checks for us, mail customer statements or letters or provide data processing services. These companies are acting on our behalf when they provide these services and are obligated by contract to maintain the information they receive in a confidential manner. They are not authorized to use the information for any other purpose. We also provide information:

- When you authorize us to release information
- To credit reporting agencies
- To other parties when it is necessary or helpful in completing a transaction you initiate or to service your account, including other financial institutions and networks involved in processing your transactions
- To comply with a law, regulation, court order or subpoena
- To verify the existence of your account and general information about the condition of your account for a merchant or other financial institution
- In response to an inquiry about whether a check you have written on an account will clear
- To local, state and federal authorities if we believe a crime may have been committed involving your account
- To our independent auditors, consultants or attorneys and agencies that regulate us

We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. Those third parties contractually agree not to use the information for any other purpose.

EFFECTIVE DATE. This privacy statement is effective June 1, 2009. We reserve the right to periodically change our statement from time to time but will not do so without first notifying you of any change.

UMB companies that have adopted this Privacy Statement:

UMB Bank, n.a.
 UMB Financial Services, Inc.
 UMB Insurance Services, Inc.
 UMB CDC, Inc.