

Self-directed SEP (Employer) IRA Packet

Custodial Agreement

Disclosure Statement and Appendix

Schedule of Fees for Individual Retirement Accounts

Privacy Notice

Revenue Sharing Disclosure

SEP IRA Plan General Information

SEP Plan Document

SEP Adoption Agreement

This page is intentionally left blank.

Traditional Individual Retirement Account Custodial Agreement

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

IRS Form 5305-A (Rev. March 2002)

This Custodial Agreement is incorporated into and is part of the Individual Retirement Account Authorization Form (collectively "Agreement") signed by me (collectively "the Depositor," "the Client," "me," "my," and "I") and constitutes a binding contract between Edward D. Jones & Co., L.P. (collectively, "Edward Jones" and "Custodian"), and me. I represent that I have read and understand the Agreement and agree to be bound by its terms as well as the separate disclosures and notices referenced in and/or provided with this Agreement. I am establishing a traditional Individual Retirement Account ("IRA") under Section 408(a) of the Internal Revenue Code of 1986, as amended ("the Code"), to provide for my retirement and for the support of my beneficiaries after death. Edward Jones has given me the disclosure statement required by Regulations Section 1.408-6. Depositor and Custodian make the following Agreement:

Article I

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

Article II

Depositor's interest in the balance in the custodial account is nonforfeitable.

Article III

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

Article IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the Regulations thereunder, the provisions of which are herein incorporated by reference.
2. Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than Depositor's required beginning date, April 1, following the calendar year in which Depositor reaches age 70½. By that date, Depositor may elect, in a manner acceptable to Custodian, to have the balance in the custodial account distributed in:
 - (a) A single sum or
 - (b) Payments over a period not longer than the life of Depositor or the joint lives of Depositor and his or her designated beneficiary.
3. If Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If Depositor dies on or after the required beginning date and:
 - (i) the designated beneficiary is Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy, as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below, if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy, as determined in the year of the spouse's death and reduced by one (1) for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - (ii) the designated beneficiary is not Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy, as determined in the year following the death of Depositor and reduced by one (1) for each subsequent year, or over the period in paragraph (a)(iii) below, if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of Depositor as determined in the year of Depositor's death and reduced by one (1) for each subsequent year.
 - (b) If Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
 - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of Depositor's death. If, however, the designated beneficiary is Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which Depositor would have reached age 70½. But, in such case, if Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
 - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of Depositor's death.
4. If Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not Depositor's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing Depositor's required beginning date, is known as the "required minimum distribution" ("RMD") and is determined as follows:
 - (a) The RMD under paragraph 2(b) for any year, beginning with the year Depositor reaches age 70½, is Depositor's account

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

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

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

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

Article V

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

Article VI

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

Article VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related Federal Income Tax Regulations ("Regulations"). Other amendments may be made with the consent of Depositor and of Custodian.

Article VIII

1. Account Owner Representations and Agreements.

- (a) *Client Representation and Warranties.* I am a natural person of legal age with the ability to enter into this Agreement. The information I have provided to Edward Jones in connection with this account is current, accurate, truthful and complete. Unless I have notified Edward Jones to the contrary, I am not an employee of: (1) the Financial Industry Regulatory Authority, Inc. ("FINRA"); (2) any stock exchange; (3) any member firm of any exchange; (4) a bank; (5) a trust company; or (6) any member firm of FINRA. If I become so employed, I agree to notify Edward Jones of that employment promptly after becoming so employed.
- (b) *Identity Verification.* I understand that federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In connection with opening my account, I have supplied Edward Jones with truthful information to allow Edward Jones to identify me and will supply additional information reasonably requested by Edward Jones. I authorize Edward Jones to obtain consumer credit reports and other information, as necessary, to determine whether to establish my account or, after the account is opened, whether to maintain that account or decline, restrict or

discontinue certain services. Edward Jones will, upon written request made by me within a reasonable time, furnish the names and addresses of any of the consumer credit reporting agencies from which Edward Jones obtained any consumer credit reports.

- (c) *Beneficial Owner and Authority to Act.* No persons other than those I have identified to Edward Jones in connection with the opening of this account have an interest in my account. No persons other than those signing this Agreement are authorized to act on behalf of this account unless a separate trading authorization or power of attorney has been provided to and accepted by Edward Jones. I will not assign or otherwise encumber assets held in this account as security for any obligation.

Effective February 5, 2018: I understand and acknowledge that I have the right to designate a Trusted Contact Person for this account. A Trusted Contact Person is someone, age 18 years or older, that Edward Jones is authorized to contact and disclose information to about my account to address possible financial exploitation, to confirm the specifics of my current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by applicable rules and law including, but not limited to, FINRA Rule 2165.

2. **Contributions, Rollovers, Transfers, and Conversions.** I may make contributions, rollovers, and transfers to my account, in amounts and at such time as may be permitted by the Code, Regulations, Edward Jones, the terms of this Agreement, and applicable law. I shall designate whether each such deposit is a contribution, rollover, or transfer and Edward Jones shall have no responsibility for whether such designation is correct or permissible. Edward Jones reserves the right to refuse any contribution, rollover, transfer, or conversion. I am responsible for the determination of any excess contributions and the timely withdrawal thereof. The last day to make annual IRA contributions for a particular tax year is the deadline for filing my federal income tax return, not including extensions, or such later date as may be determined by the Department of Treasury or the Internal Revenue Service for the taxable year for which the contribution relates. I shall designate, in a form and manner acceptable to Edward Jones, the taxable year for which such contribution is made. All contributions will be recorded as current year contributions unless I provide timely notice to Edward Jones to the contrary. Edward Jones may terminate contributions for any reason, including if Edward Jones is notified of my death, or for traditional IRA accounts only, if I reach the age of 70½. When the cumulative amount of contributions exceeds the IRS maximum allowable contribution limits for a given year, Edward Jones will have no obligation to accept further contributions for the year. Recurring contributions that exceed such limit will be reinstated automatically the following calendar year.

3. Investments.

- (a) *Investments shall be limited to those obtainable through Edward Jones in its regular course of business and are subject to such limits as Edward Jones may establish from time to time.* Investments must be registered and held in the account in the form and manner required by Edward Jones. Edward Jones shall execute transactions and shall be paid for such services from my account. Unless I have entered into an Edward Jones investment advisory agreement, Edward Jones shall have no obligation or discretion to direct the investment of my account and is merely authorized to acquire and hold the particular investments specified by me. Edward Jones shall not question any such directions. Unless I have entered into an Edward Jones investment advisory agreement, Edward Jones will not act as investment adviser to me. Consistent with my direction, all uninvested cash in my account may be, but need not be, held in an Edward Jones interest-

bearing account or automatically transferred into a money market mutual fund or other similar arrangements. Edward Jones may change these cash options at any time. Edward Jones may utilize for this purpose the Edward Jones Money Market Fund (referred to as the "Fund"). If I invest in the Fund, my participation in the Fund is subject to the terms and conditions set forth in the Fund prospectus, which is available from my financial advisor or on Edward Jones' website at www.edwardjones.com/disclosures. If I have not given other directions to Edward Jones, I hereby elect and authorize Edward Jones, acting as my agent, to deposit and hold some or all of my uninvested cash in Customer Reserve Accounts. If Edward Jones holds uninvested cash in Customer Reserve Accounts on my behalf, certain terms and conditions apply, which are available from my financial advisor or on Edward Jones' website at www.edwardjones.com/disclosures.

- (b) *Grandfathering* (effective June 9, 2017). Notwithstanding any provision of this Agreement to the contrary, if my account is not subject to a separate Edward Jones advisory services agreement, I may not make contributions, purchases or renewals, except to:
- (i) Satisfy a systematic purchase program established prior to June 9, 2017 using funds held in an Edward Jones account or from a pre-existing ACH (Automated Clearing House) or EFT (Electronic Funds Transfer); however, I may not make any changes other than to discontinue such systematic purchase program;
 - (ii) Satisfy any amount owed to Edward Jones under this Agreement; and
 - (iii) Execute mutual fund exchanges within the same fund family and reallocate subaccount investments in a variable annuity, subject to certain limitations as determined by Edward Jones.

I understand that Edward Jones may, in its sole discretion, discontinue or modify any systematic purchase program.

4. Designation of Beneficiaries.

- (a) *Designation of Beneficiary(ies)*. I may designate one or more beneficiaries of my IRA. Beneficiaries must be designated by me in a writing that is received by and acceptable to Edward Jones. Any beneficiary designation accepted by Edward Jones will be effective as of the date executed by me. Edward Jones may declare any beneficiary designation not received by Edward Jones during my lifetime to be void. If any designated beneficiary dies within 120 hours of my death, such beneficiary shall not be considered to have survived me. In addition, if a beneficiary does not claim such beneficiary's interest in my account by September 30 of the year following my death, then Edward Jones may treat such beneficiary as failing to survive me.

After my death, Edward Jones shall, in its sole discretion, determine the method for transferring or otherwise administering all assets in my account or payments (e.g., dividends) received into my account. Edward Jones shall have no liability to any beneficiary for any loss of or fluctuation in the value of assets held in my account.

- (b) *Beneficiary Not Designated*. If I have no designated beneficiaries, or no beneficiaries survive me, then my beneficiaries shall be deemed to be designated in the following order and priority: (1) my surviving spouse; or if none, then (2) my descendants, per stirpes, as defined under the laws of the State of Missouri; or if none, then (3) my estate.
- (c) *Death of Beneficiary*. If a beneficiary survives me, but dies before receiving his or her entire interest in my account, his or her remaining interest in my account shall be paid to any successor beneficiaries designated by the deceased beneficiary in a writing received by and acceptable to

Edward Jones. If the deceased beneficiary has no designated successor beneficiaries, or no successor beneficiaries survive the deceased beneficiary, then Edward Jones shall distribute the deceased beneficiary's interest in my account in the following order and priority: (1) the deceased beneficiary's surviving spouse; or if none, then (2) the deceased beneficiary's descendants, per stirpes, as defined under the laws of the State of Missouri; or if none, then (3) the deceased beneficiary's estate. If any successor beneficiary dies within 120 hours of the death of a designated beneficiary, such successor beneficiary shall not be considered to have survived the designated beneficiary.

5. Distributions.

- (a) *Form of Distributions*. Distributions may be made in cash or, if permitted under policies and procedures established by Edward Jones, in kind. Subject to the provisions of Article IV, Edward Jones shall make distributions from my account at such time, in such manner and in such amounts as shall be requested by me (or, in the event of my death, any designated or successor beneficiary). Any such request may be verbal or in writing in a form acceptable to Edward Jones, shall designate the assets to be sold to provide for the distribution, and shall be followed or accompanied by such documentation as shall be requested by Edward Jones. I shall be solely responsible to pay all taxes and penalties that may become due as a result of any such distribution. Edward Jones shall not be responsible or be liable for the purpose, timing, sufficiency or propriety of any distribution or for distributions made in reasonable good faith.
- (b) *Withholding*. All distributions shall be subject to applicable withholding, taxes and penalties. Edward Jones may require me or my beneficiaries to provide a withholding election and taxpayer identification number before making any distribution from my account.
- (c) *Required Minimum Distributions (RMDs)*. *Effective through February 4, 2018*: Edward Jones shall, if requested by me, compute the RMD amount in accordance with Article IV of the Agreement. I shall be responsible for causing the RMD amount to be withdrawn from my account each year.

Effective February 5, 2018: For certain account types, Edward Jones may, if requested by me, in a form and manner acceptable to Edward Jones, compute the RMD amount in accordance with Article IV of the Agreement. I shall be responsible for causing the proper RMD amount to be withdrawn from my account each year. Even if Edward Jones provides me with an RMD calculation, I (and after my death, my beneficiary) are responsible for ensuring that RMDs are made timely and are in amounts which satisfy IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related Treasury Regulations. Edward Jones will not distribute any RMDs unless requested to do so by me (or my beneficiary after my death). Edward Jones may choose to require my request to be submitted verbally or in writing.

6. Powers, Duties and Obligations of Edward Jones.

- (a) *Non-discretionary Broker-dealer Services*. Unless I have executed an Edward Jones investment advisory agreement in connection with this account, I am opening with Edward Jones a non-discretionary account for broker-dealer services. Edward Jones will provide execution and custody services for certain securities and financial investments as well as securities research and market advice incidental to such services. These services will be limited to those offered by Edward Jones in its regular course of business and subject to such limits as Edward Jones may establish from time to time for Depositor's accounts. My Edward Jones financial advisor may utilize a professional designation. I understand that Edward Jones is not affiliated with any of the sponsoring firms of such professional designations and that the use of attainment by

my financial advisor of a particular professional designation in no way implies that either Edward Jones or my financial advisor provides financial planning services or investment advisory services for my account.

- (b) *Instructions on Account Transactions.* I acknowledge that Edward Jones does not generally accept trade instructions sent via electronic mail, text message or any other electronic medium, or provided as a recording such as voice mail, and agree not to give instructions in this manner. I agree Edward Jones may at any time, in its sole and absolute discretion, restrict trading, disbursements, deposits, or transfers or refuse to take an action in my account.
- (c) *Use of Electronic Systems and Third-party Data.* Use of any electronic systems to access my account information is at my sole risk. Neither Edward Jones, nor its vendors providing data, information or other services, including but not limited to any exchange (collectively, "Service Providers"), warrant that the service will be uninterrupted, error free, or free from viruses or other harmful effects. Edward Jones does not make any warranty as to the accuracy of information obtained from any of these systems. Edward Jones will not be liable in any way to me or to any other person for any loss or damage arising from failure, inaccuracy, error, or delay in transmission or delivery or omission of any data, information or message; or non-performance, interruption in data due to neglect or omission by it or any Service Provider or any Force Majeure event, as defined below. Edward Jones will from time to time provide me with market data as well as periodic valuations of securities and/or other financial investments held in my account. Such data is obtained from third-party Service Providers Edward Jones has selected. I understand and agree that Edward Jones has no liability to me for errors, delay, omissions in or interruption of such data.
- (d) *Proxies.* Unless instructed otherwise by me in writing, Edward Jones shall deliver to me all prospectuses and proxies that may come into Edward Jones' possession by reason of its holding of securities in my account in accordance with the standards of the Securities and Exchange Commission and FINRA.
- (e) *Records and Reports.* Edward Jones shall furnish me with periodic brokerage statements, with an annual report prepared in accordance with the requirements of the Code, and with such information concerning required distributions as is prescribed by the IRS. Unless I file with Edward Jones a written statement of exceptions or objections to any report, record or information within ten (10) days after notice of the report, record or information, I shall be deemed to have approved such report, record or information and Edward Jones shall be released from all liability to anyone (including my spouse or any beneficiary) with respect to all matters set forth in the report, record or information as though the report, record or information had been settled by judgment or decree of a court of competent jurisdiction. No person other than I may require an accounting.
- (f) *Right to Request Judicial Assistance.* Edward Jones shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction that may arise, or for instructions. The only necessary party defendant to any such action shall be me, but Edward Jones may join any other person or persons as a party defendant. The cost, including attorneys' fees, of any such proceeding shall be charged as an administrative expense under Article VIII, Section 7, of this Agreement. Any request by Edward Jones for judicial assistance shall not be considered a waiver of Edward Jones' right to arbitrate, as set forth in Article VIII, Section 16, of this Agreement.
- (g) *Scope of Custodian's Duties.* It is my obligation to ensure

that any transactions effected by me comply with all applicable laws and regulations. Edward Jones shall have no duty to question, investigate or ascertain whether contributions, transfers, rollovers, distributions or any other account activity comply with the Code or whether the duties of those directing the activity have been satisfied. Edward Jones shall not have any duty to question my directions regarding the purchase, reinvestment, diversification, retention or sale of assets credited to my account.

- (h) *Scope of Custodian's Liability.* Edward Jones shall not be liable for any loss of any kind that may result from any action taken by Edward Jones in accordance with my directions or from any failure to act because of the absence of any such directions or resulting from my control (whether by action or inaction) over my account. Edward Jones shall not be liable for any taxes (or interest thereon) or penalties incurred by me in connection with my account or in connection with any transaction of my account. Edward Jones is entitled to act upon any instrument, certificate or form it believes is genuine and believes is executed or presented by the proper person or persons, and Edward Jones need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. I agree Edward Jones is not liable for any loss to me caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, government restrictions, interruptions of communications, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Edward Jones (each a "Force Majeure" event). I shall indemnify and hold harmless Edward Jones from any liability that may arise hereunder except liability arising from the gross negligence or willful misconduct of Edward Jones.

7. Fees, Expenses and Taxes.

- (a) *Fees of Edward Jones.* I authorize Edward Jones to retain payment from my account for its services as Custodian, in accordance with its Schedule of Fees for IRAs as published from time to time and as in effect at the time such compensation becomes payable. Edward Jones' Schedule of Fees for IRAs and information concerning additional compensation Edward Jones may receive in connection with my account can be found on Edward Jones' website at www.edwardjones.com/disclosures.
- (b) *Expenses and Taxes.* All expenses incurred by Edward Jones in connection with the establishment and maintenance of my account and its duties under this Agreement, including fees for brokerage services, the fees of attorneys and other persons providing services with respect to my account, and all taxes and penalties of any kind imposed, levied or assessed with respect to my account or the assets or income thereof shall be paid from my account, unless otherwise paid by me in accordance with policies and procedures established by Edward Jones, as the same may be changed from time to time.
- (c) *Liquidation of Assets.* If I fail to pay any administrative fee, expense, or tax provided under this Agreement within a reasonable time after demand for such payment has been made by Edward Jones, or if my account does not contain adequate cash to cover such items or cover the cost of investment purchases or brokerage fees provided under this Agreement, Edward Jones may liquidate without notice such of the assets of my account as it deems appropriate for this purpose. If the liquidation of all assets in my account is not sufficient, Edward Jones shall charge me for such excess amounts.

- 8. **Notices, Disclosures and Communications.** Any notices, disclosures or communications required under this Agreement may be (a) mailed, first class, to me or any beneficiary at the last address set forth in Edward Jones' records, and to Edward

Jones at its principal place of business; (b) delivered by email to me or any beneficiary at the last email address set forth in Edward Jones' records; (c) sent by text message to me at the last phone number set forth in Edward Jones' records; (d) personally delivered to me or any beneficiary; or (e) posted on Edward Jones' public website and/or such website where Edward Jones provides me information, if allowed by applicable law. Any such notice mailed (i) to me or any beneficiary shall be effective when mailed, and (ii) to Edward Jones shall be effective when actually received. Notice sent by email or text message is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to Edward Jones' website is effective on the date posted. Edward Jones may, in its sole discretion and to the extent permitted by applicable law, including but not limited to the Code and Regulations, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of Edward Jones that apply to my account. These disclosures and policies are subject to change without notice to me at any time and can be obtained from my financial advisor or at www.edwardjones.com/disclosures.

9. **Termination.** This Agreement may be terminated by me at any time by notice to Edward Jones with accompanying instructions regarding distribution of my account. Distribution of my account or transfer of the assets in my account to another custodian shall be in accordance with this Agreement as soon as administratively practicable following receipt of such notice. Edward Jones may deduct the amount necessary to pay any outstanding fees, expenses and taxes with respect to this account from such distribution or transfer. This Agreement shall terminate upon complete withdrawal or transfer of the assets of my account or upon resignation of Edward Jones.
10. **Resignation.** Edward Jones may resign for any reason by giving notice to me thirty (30) calendar days in advance. Upon receipt of such notice, I shall appoint a successor trustee or custodian and shall notify Edward Jones in writing of such appointment. Edward Jones shall transfer the balance of my account as soon as administratively practicable following receipt of such notice. If I fail to appoint a successor trustee or custodian within thirty (30) calendar days after the date Edward Jones gives notice of its resignation, Edward Jones may transfer the balance of my account to a successor trustee or custodian that it chooses, or distribute such balance to me in kind or may liquidate all or a portion of the assets and distribute in cash or in kind. Edward Jones may deduct the amount necessary to pay any outstanding fees, expenses and taxes with respect to my account from such transfer or distribution. Edward Jones shall not be liable for any actions or failures to act neither on the part of any successor trustee or custodian, nor for any tax consequences I may incur as a result of such transfer or distribution.
11. **Successor or Substitute Custodian.** If Edward Jones merges with, purchases or is purchased by another organization, such organization shall automatically become custodian of the IRA established pursuant to this Agreement, but only if such organization is authorized under applicable law to be custodian of an IRA. No successor trustee or custodian shall have any obligation or liability for the acts or omissions of its predecessors. If the Commissioner of the IRS notifies that a substitute custodian must be appointed, then I shall appoint a substitute custodian.
12. **Amendments.** Edward Jones may amend this Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as Edward Jones deems advisable. Unless I object to such amendment(s) by sending written notice to Edward Jones in a form and manner acceptable to Edward Jones within thirty (30) calendar days from the date I am sent notification of such amendment(s), I shall be deemed to consent to any such amendment(s).

13. Additional Agreement Provisions.

- (a) **Prohibited Transactions.** I, my spouse, and any beneficiary may not assign my account, or use it, or any portion of it, as security for a loan or borrow from my account. Neither I nor any other person or institution that is acting as my agent or is otherwise acting on my behalf shall engage in any prohibited transaction, within the meaning of Section 4975 of the Code, with respect to my account. The foregoing representation by me shall not apply to any actions taken by Edward Jones.
- (b) **Prohibition against Assignment of Benefits.** Except to the extent otherwise required by law, none of the benefits, payments or proceeds held in my account on my behalf or on behalf of my spouse or any beneficiaries shall be subject to the claims of any of my creditors or creditors of my spouse or any beneficiary, nor shall I, my spouse, or any beneficiary anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which he or she is or may be entitled under the Agreement.
- (c) **IRS Model Form.** This Form 5305-A is a model Custodial Agreement that meets the requirements of Section 408(a) of the Code and has been automatically pre-approved by the IRS. A traditional IRA is established after the Individual Retirement Account Authorization Form is fully executed by me and entered in the records of Edward Jones and must be completed no later than the due date of my income tax return for the tax year (without regard to extensions). This account must be created in the United States for the exclusive benefit of me or my beneficiaries.
- (d) **Spousal Account.** Contributions to an account for a non-working spouse must be made to a separate account established by the non-working spouse.
- (e) **Minor Accounts.** A parent or legal guardian may execute the Individual Retirement Account Authorization Form on behalf of a minor. In the event this IRA is established for a minor, the parent or legal guardian is authorized, on behalf of such minor, to take whatever actions are afforded under the terms of this Agreement, other than designating any beneficiaries. Edward Jones has no obligation or duty to investigate, review, or question the action of the parent or legal guardian. The parent or legal guardian, by establishing this IRA on behalf of a minor, agrees to indemnify and hold harmless Edward Jones and its affiliates from any losses, claims or damages, including court costs and reasonable attorney fees incurred by Edward Jones or its affiliates, as a result of or in connection with establishing or maintaining this IRA in the name of the minor.
- (f) **Indemnification.** I agree to indemnify and hold Edward Jones harmless from any causes of action, claims, expenses or liabilities that might be asserted by me or any third party against Edward Jones by reason of my actions or omissions related to this Agreement.
- (g) **Binding Effect, Death, Incompetence, Disability, Succession.** This Agreement supersedes any prior agreement of the parties and its terms shall be binding upon my heirs, beneficiaries, personal representatives, agents, estate, executors, successors, administrators, assigns, trustees and conservators ("Successors") as to all matters involving my account with Edward Jones, including but not limited to the terms relating to arbitration. I agree that in the event of my death, incompetency, or disability, I and/or my Successors shall hold Edward Jones harmless from any and all liability Edward Jones may incur for continuing to operate as though I was alive and competent until Edward Jones is notified in writing by Successors of such death or incompetency. Notwithstanding the foregoing, in the event of my death, incompetency or disability, Edward Jones may liquidate, restrict or terminate services to my account without prior notice to or demand upon my Successors.

(h) *Edward Jones' Conduct Not to Constitute Waiver.* Edward Jones' failure to insist at any time upon strict compliance with this Agreement or with any of its terms or any continued course of such conduct on Edward Jones' part shall not constitute or be considered a waiver by Edward Jones of any of its rights hereunder.

(i) *Severability.* If any provision of this Agreement is or becomes invalid or unenforceable for any reason, this shall not affect the validity or enforceability of any other provision of this Agreement.

14. Governing Law. Except to the extent preempted by federal law, this Agreement, its validity, effect, construction, administration and application, and the parties' respective rights and duties, shall be governed by the laws of the State of Missouri without giving effect to any choice of law or conflict of laws provisions. Any property rights created or associated with any account that is established under this Agreement, including rights of spouses, as well as the rights of their legal and personal representatives, heirs, distributees and successors, shall be governed by the laws of the State of Missouri, regardless of any party's residency or domicile and without regard to the community property laws of any state.

15. Grouping Accounts.

(a) *Grouping My Account for Planning Purposes.* I may direct Edward Jones to group my account with accounts owned by me or others for planning purposes, and in so doing hereby consent to information about me and my account being shared with and accessible by each owner and authorized party of the grouped accounts. If I have previously grouped accounts for planning purposes, my account shall be added unless I direct Edward Jones otherwise.

(b) *Delivery of Account-related Documents.* For delivery purposes, I may direct Edward Jones to group my account with other accounts that share my address of record, and in so doing hereby consent to my account documents being included with materials of other accounts and mailed to that address. If I have previously grouped accounts for delivery purposes, my account shall be added unless I direct Edward Jones otherwise. Edward Jones maintains the right to send my account documents directly to me. I can remove my account from a planning or delivery grouping at any time by notifying Edward Jones.

16. Arbitration Agreement.

(a) THIS AGREEMENT CONTAINS A BINDING, PRE-DISPUTE ARBITRATION CLAUSE THAT MAY BE ENFORCED BY THE PARTIES. By signing the Agreement, I agree as follows:

- 1. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- 2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**

- 3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- 4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
- 5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- 6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible in arbitration may be brought in court.**
- 7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

Any controversy arising out of or relating to any of my account(s) from its inception, business, transactions or relationships I have now, had in the past or may in the future have with Edward Jones, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Agreement, or to the breach thereof, or transactions or accounts maintained by me with any of Edward Jones' predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the FINRA Code of Arbitration Procedure rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

To the extent permitted by law, the exclusive jurisdiction for any such controversy that is not arbitrable under this Services Agreement shall be the Circuit Court of St. Louis County, State of Missouri or the United States District Court for the Eastern District of Missouri, and I consent to the jurisdiction of such courts.

(b) Class Actions. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Traditional Individual Retirement Account Disclosure Statement

This Disclosure Statement contains important information about traditional Individual Retirement Accounts ("traditional IRA") described in Section 408(a) of the Internal Revenue Code ("Code") and applicable regulations. You should read this Disclosure Statement, as well as the Custodial Agreement, to make certain that you fully understand the rules and tax consequences applicable to traditional IRAs.

The Custodian of your IRA is Edward D. Jones & Co., L.P., a registered broker-dealer doing business as Edward Jones. Edward Jones is wholly owned by The Jones Financial Companies, L.L.L.P.

The provisions of this Disclosure Statement are subject to change. Neither the Custodian nor its affiliates or agents provide tax or legal advice. You should seek tax or legal advice for any and all matters regarding your traditional IRA with respect to your specific situation, as such matters may result in adverse tax consequences and/or penalties.

A. Your Right to Revoke Your IRA.

If Edward Jones does not provide you with the Custodial Agreement and the Disclosure Statement at least seven (7) days prior to the earlier of (1) the establishment of the account (by you signing the applicable Edward Jones Individual Retirement Account Authorization Form) or (2) purchase of the account (through any deposit, contribution, transfer, rollover, payment of fee or any other account activity), then you may revoke the account by providing a written notice to Edward Jones. Your notice to revoke must be in writing and mailed by you not more than seven (7) days after the earlier of the establishment of the account or purchase of the account to:

Edward Jones
 12555 Manchester Road
 St. Louis, MO 63131
 Telephone: 800-441-2357

Edward Jones shall not be obligated to make any investments during the period you have the right to revoke. If you mail the notice of revocation, it will be treated as received as of the postmark date if it is properly addressed and deposited in the United States mail, first class postage prepaid, or with an IRS approved overnight service.

If any material adverse change is made in this Disclosure Statement or a material change in the Custodial Agreement is made within the seven (7) day period described above, Edward Jones will notify you and your right to revoke the account will be extended until seven (7) days after the date you receive the notice.

If you revoke the account as described above, Edward Jones will return to you the entire amount of your contribution without adjustment for such items as sales commissions or administrative expenses. Consideration paid by you in the form of cash will be returned to you in the same value of cash. Consideration paid by you in the form of securities or other assets will be returned to you in the same form and number of units as you contributed (after taking into account any change due to stock splits, corporate mergers, or other activity which may impact the share amount) regardless of value, less any amount withdrawn. Edward Jones will report the contribution and distribution to the IRS.

B. Requirements for Traditional IRAs.

Traditional IRAs are subject to the following requirements under the Code and Regulations:

1. **Contributions.** Contributions to your traditional IRA may be made directly by you or you may direct that a portion of your federal income tax refund be directly deposited to your IRA as a contribution. You may make contributions to a traditional

IRA for any tax year in which you have taxable compensation and have not attained age 70½.

(a) **Contribution Limits.** The amount that you may contribute to all traditional and Roth IRAs for any tax year as a regular contribution cannot exceed the lesser of 100% of your compensation or that year's contribution limit. If you are age 50 at any time during the year, you also may make additional catch-up contributions to a traditional IRA. In addition, individuals who participate in a 401(k) plan sponsored by an employer who files for bankruptcy and is subject to an indictment or conviction due to business transactions relating to the bankruptcy may be able to make additional contributions to a traditional IRA. Catch-up contributions cannot be made for the same year as these bankruptcy-related contributions. For each of the applicable contribution limits, see Appendix A, Contribution Limits – Traditional IRA and Roth IRA.

(b) **Compensation.** Compensation generally includes wages, salaries, professional fees, commissions, bonuses, tips, earned income from self-employment and other amounts received for personal services, and certain nontaxable combat pay. Compensation also generally includes amounts received under a divorce decree or separation agreement, such as alimony or separate maintenance payments. Compensation does not include earnings and profits from property, such as interest, dividends, capital gains and rents, or pensions, annuities or deferred compensation or any amount excluded from gross income.

(c) **Deadline.** A traditional IRA contribution must be made by the due date of your federal income tax return not including extensions. The date that your federal income tax return is actually filed does not affect the contribution deadline.

(d) **Contributions for Certain Spouses.** If you are married and file a joint federal income tax return, either you and/or your spouse may make a contribution to a traditional IRA if you meet the eligibility requirements. The amount you may contribute cannot exceed the lesser of 100% of your combined compensation, reduced by your contributions to your traditional and Roth IRAs for the tax year, or the applicable dollar limit described in Appendix A, Contribution Limits – Traditional IRA and Roth IRA. If your and your spouse's combined compensation for the year is less than the maximum traditional IRA contribution limits in any one year, you cannot contribute more than the limit in that year or in later years to make up the difference.

You are not treated as having a spouse for any taxable year you file a separate federal income tax return and do not live with your spouse for any part of the taxable year.

(e) **Cash Contributions.** Contributions to a traditional IRA must be made in cash by check, money order or electronic funds transfer, except in the case of a rollover contribution, a conversion to a Roth IRA or a recharacterized contribution.

2. **Custodian.** The custodian of any IRA must be a bank, savings and loan association, insured credit union or another entity approved by the Secretary of the Treasury. The custodian of this IRA is Edward Jones.

3. **Life Insurance.** No portion of any IRA may be invested in life insurance contracts.

4. **Nonforfeitable.** Your interest in your IRA is nonforfeitable.

5. **Commingling Assets.** The assets of any IRA may not be commingled with other property except in a common trust fund or common investment fund.

6. **Collectibles.** You may not invest the assets of any IRA in collectibles within the meaning of Code Section 408(m). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage or any other tangible personal property specified by the IRS. Coins issued by states and certain U.S. gold, silver and platinum coins are permissible investments in an IRA. Gold, silver, platinum and palladium bullion of a specified fineness (as described in Code Section 408(m)(3)) also are permissible investments. Failure to satisfy this requirement would result in an amount equal to the cost of the collectible being treated as a distribution from your IRA.
7. **Distributions – In General.** Distributions from the IRA will be made in cash or in kind upon your request in a form and manner, including verbal instruction, acceptable to the Custodian. However, the Custodian may make a distribution from the IRA without instruction if directed to do so by a levy or court order, or if the Custodian resigns.
- (a) *Required Minimum Distributions (RMDs) from Traditional IRAs.* You are required to take minimum distributions from your traditional IRA beginning as of a certain date and at certain times in accordance with Treasury Regulations. You may calculate your RMD amount or, for certain account types, you may request, in such manner as the Custodian may require, that the Custodian calculate the RMD amount. You (and after your death your beneficiary) are responsible for ensuring that RMDs are made timely and are in amounts which satisfy IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related Treasury Regulations. The Custodian will not make any distributions from your traditional IRA (including RMDs) unless requested to do so, in such manner as it may require, by you (or your beneficiary after your death). A summary of the traditional IRA RMD rules can be found in Article IV of the Traditional IRA Custodial Agreement.

C. Income Tax Consequences of Traditional IRAs.

1. **Income Tax Deductions.** You may be able to take a federal income tax deduction for all or part of your contribution to a traditional IRA. However, a deduction is not allowed for rollover contributions. The amount of the contribution you may deduct will depend on whether you or, if you are married, your spouse is an active participant in an Employer-sponsored Retirement Plan. (Note: You are not treated as having a spouse for any taxable year you file a separate federal income tax return and do not live with your spouse for any part of the taxable year.) If you and your spouse are not active participants, your entire traditional IRA contribution will be deductible. If you or your spouse is an active participant, the extent to which your contribution is deductible depends on your MAGI for the tax year for which the contribution is made.
- (a) *Active Participant.* In general, you or your spouse is considered an active participant if you are covered by one or more Employer-sponsored Retirement Plans. If you do not know if your employer maintains one of these plans or whether you are an active participant in it, check with your employer or your tax advisor. The Form W-2 (Wage and Tax Statement) that you receive at the end of the year from your employer also will indicate if you are an active participant.
- (b) *Deductions for Active Participants.* If you or your spouse is an active participant, the deductible amount of your traditional IRA contributions is based on your filing status and your MAGI, as set forth in Appendix A, Deductibility – Traditional IRA Contributions. If you are not an active participant but your spouse is, and you file a joint return, see Appendix A, Deductibility – Traditional IRA Contributions, for applicable phaseout ranges.
2. **Nondeductible Contributions to a Traditional IRA.** You may make nondeductible contributions to your traditional IRA. The sum of your total deductible and nondeductible traditional IRA and Roth IRA contributions must not exceed the lesser of 100% of your compensation or that year's contribution limit. You also may elect to treat deductible traditional IRA contributions as nondeductible contributions. If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution on your federal income tax return using IRS Form 8606. (See Appendix A, Deductibility – Traditional IRA Contributions.)
3. **Tax Credit.** You may be eligible for a nonrefundable tax credit for your traditional and Roth IRA contributions. To receive this credit, you must be at least age 18, and you must not be either a dependent of another taxpayer or a full-time student. The credit is based upon your adjusted gross income (including foreign earned income and income from American Samoa and Puerto Rico), and will range from 0% to 50% of your IRA contributions (reduced by certain distributions from your traditional and Roth IRAs or from certain Employer-sponsored Retirement Plans) that do not exceed \$2,000. (See Appendix A, Saver's Tax Credit, for applicable limits.)
4. **Tax-deferred Earnings.** The investment earnings of your traditional IRA are generally not subject to federal income taxation until distributions are made (or, in certain instances, when distributions are deemed to be made). However, if your traditional IRA investment generated unrelated business taxable income, it may be required to file Form 990T with the IRS and pay federal and possibly state and local tax on such income.
5. **Taxation of Distributions.** If you have made only deductible contributions to any traditional or SEP IRA, any traditional IRA distribution will be fully included in income. If you have ever made nondeductible contributions or rolled over any after-tax contributions to any traditional or SEP IRA, the following formula must be used to determine the amount of any traditional IRA distribution excluded from income: [aggregate nondeductible contributions/aggregate IRA balance] x distributions during the year.
- NOTE: "Aggregate nondeductible contributions" include all nondeductible contributions and rollovers of any after-tax contributions made by you through the end of the year of the distribution that have not been withdrawn and excluded from income previously. Also note that "aggregate IRA balance" includes the total balance of all of your traditional IRAs, SEP IRAs and SIMPLE IRAs as of the end of the year of distribution and any distributions occurring during the year.
- (a) *No Special Tax Treatment.* The capital gains and 10-year forward averaging treatment allowed for certain individuals under qualified plans are not available for traditional IRA distributions.
- (b) *Withholding.* The distributions you receive from your traditional IRA or Roth IRA are subject to federal income tax withholding unless you elect not to have withholding apply. Withholding will apply to the entire distribution unless you elect otherwise. You may elect not to have withholding apply (or elect that a specific percentage of withholding apply) to your distribution payments by signing and dating the appropriate form and returning it to the Custodian. Your election will remain in effect until you change or revoke it by returning another signed and dated form. If you do not return the form by the date your distributions are scheduled to begin, federal income tax will be withheld. If you elect not to have withholding apply to your distributions, or if you do not have enough federal income tax withheld from your distribution(s), you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.
- The election to be exempt from income tax withholding does not apply to any periodic payment or nonperiodic distribution that is delivered outside the U.S. or its possessions to a U.S. citizen or resident alien. For more information, please see Publication 505, Tax Withholding and Estimated Tax, available at www.irs.gov.

State withholding, if applicable, will be subject to the state's withholding requirements.

D. Special Rules Applicable to Rollover Contributions and Transfers.

1. **Transfers.** A transfer is a movement of assets between like retirement plans. A direct transfer of funds in your traditional IRA from one trustee/custodian to another trustee/custodian is not a rollover. Because there is no distribution to you, the transfer is tax free. You may make unlimited transfers between IRAs within the same 12-month period.
2. **Rollovers.** Rollover is a term used to describe the federal income tax-free movement of cash or other property to your IRA from any of your other IRAs or from your Employer-sponsored Retirement Plan. Your IRA balance may be rolled over to another IRA of yours, or your IRA may receive rollover contributions from other IRAs or from your Employer-sponsored Retirement Plan (including qualified plans, tax-sheltered annuities or Section 457(b) governmental plans), provided that the rollover satisfies all of the applicable rollover rules.

Rollover transactions often are complex. If you have any questions about whether you are eligible to make a rollover contribution to your IRA, you may contact your employer, the IRS or your tax advisor. The general rollover rules are as follows:

- (a) *Traditional IRA to Traditional IRA Rollovers.* Funds distributed from your traditional IRA may be rolled over to the same or another of your traditional IRAs if the requirements of Code Section 408(d)(3) are met. A proper traditional IRA to traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control. You must not have completed another traditional IRA to traditional IRA rollover from the distributing IRA during the past 12 months immediately before the date on which you receive the distribution. Also, you may rollover the same dollars or assets only once every 12 months. However, direct transfers from an IRA custodian to another IRA custodian are not subject to this limitation. If the distribution from your traditional IRA is for a qualified first-time home purchase of a principal residence, and such purchase does not occur, the 60-day rollover period described above is increased to 120 days and the 12-month rule described above does not apply.
- (b) *SIMPLE IRA to Traditional IRA Rollovers.* Funds distributed from your SIMPLE IRA may be rolled over to your traditional IRA, provided two years have passed since you first participated in the SIMPLE IRA plan sponsored by your employer and the requirements of Code Section 408(d)(3) are met. A proper SIMPLE IRA to traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control. You must not have completed another SIMPLE IRA to traditional IRA rollover or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the past 12 months immediately before the date on which you receive the distribution. Also, you may rollover the same dollars or assets only once every 12 months.
- (c) *Employer-sponsored Retirement Plan to Traditional IRA Rollovers.* You may rollover, directly or indirectly, any Eligible Rollover Distribution of other than Roth Contributions (and earnings thereon) to a traditional IRA. An Eligible Rollover Distribution generally is any distribution from an Employer-sponsored Retirement Plan, unless it is (i) part of a series of substantially equal periodic payments for life, life expectancy, or a period of at least 10 years, (ii) a required minimum distribution, or (iii) a

hardship distribution. If you initially receive your Eligible Rollover Distribution before depositing it in a traditional IRA, thereby conducting an indirect rollover, the plan administrator generally is required to withhold 20% of the taxable portion of the distribution for federal income taxes, and possibly additional amounts for state and local taxes. When completing the rollover, you have the option of making up the amount withheld (out of pocket) and rolling over the full amount of your Eligible Rollover Distribution. To qualify as a rollover, you must rollover the Eligible Rollover Distribution to your traditional IRA no later than 60 days after you receive it. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control. You also may claim the withheld amount as income, pay the applicable income taxes on that amount, and, if you are under age 59½, pay a 10% early distribution penalty on the amount distributed (unless an exception to the penalty applies). As an alternative to the indirect rollover, your employer generally must give you the option of directly rolling over your Eligible Rollover Distribution to a traditional IRA. If you elect the direct rollover option, your Eligible Rollover Distribution will be paid directly to the traditional IRA that you designate. The 20% withholding requirement does not apply to direct rollovers.

- (d) *Traditional IRA Rollover to Employer-sponsored Retirement Plan.* You may rollover an Eligible Rollover Distribution from a traditional IRA to an Employer-sponsored Retirement Plan that accepts rollovers. For this purpose, an Eligible Rollover Distribution is any taxable distribution from a traditional IRA that is not an RMD. To qualify as a rollover, you must rollover the Eligible Rollover Distribution to the Employer-sponsored Retirement Plan no later than 60 days after you receive it. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control.
- (e) *Conversion of Traditional IRA to Roth IRA.* You may be eligible to rollover (i.e., convert) all or any portion of your existing traditional IRAs into your Roth IRAs. However, if you are age 70½ or older, you must receive your RMD for that year prior to converting your traditional IRA. The amount of the rollover from your traditional IRA to your Roth IRA is treated as a distribution for federal income tax purposes and is includible in your gross income (except for any nondeductible contributions). Although the rollover amount generally is included in gross income, the 10% early distribution penalty does not apply to rollovers from a traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10% penalty. To qualify as a rollover, you must rollover the distribution from your traditional IRA to your Roth IRA within 60 days after you receive it. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or events beyond your reasonable control. Alternatively, you may arrange for a trustee-to-trustee transfer. If you wish to make a Roth IRA conversion for a particular year, you must complete the conversion by December 31 of that year, even if the 60-day period would end after December 31.
- (f) *No Rollover of Required Minimum Distributions.* You cannot rollover to your IRA any RMDs which you receive from your IRA or your Employer-sponsored Retirement Plan.
- (g) *NAV Rollover Policy.* In certain instances some mutual fund companies may allow retirement plan assets that had been invested in their mutual funds to be moved into an IRA and the money reinvested into their mutual funds as Net Asset Value (NAV) reinstatements without new sales charges. These options will vary by mutual fund company and may require you to rollover the assets into an IRA held at the mutual fund company in order to receive this benefit. If you decide to establish a fund-held IRA account to take advantage of a NAV program, Edward Jones will not be the broker-dealer of record on the account. After your

retirement assets are invested in the IRA account under the NAV program at the fund company, you can decide to transfer your mutual fund holdings from the account at the fund company to an IRA account at Edward Jones with no commissions being charged.

3. **Recharacterizations.** If you make a contribution to a traditional IRA, you may later recharacterize either all or a portion of that contribution as having been made to a Roth IRA, along with net income attributable thereto. Recharacterization generally involves a trustee-to-trustee transfer of the contribution and income from the traditional IRA to the Roth IRA. Written notice of the recharacterization must be given to the Custodian and any other trustee or custodian involved in the transaction. If you have converted from a traditional IRA to a Roth IRA, you may recharacterize the conversion, along with net income attributable thereto, back to the traditional IRA. You may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the 30-day period beginning on the day a recharacterization is transferred back to the traditional IRA. The deadline for completing a recharacterization is the deadline for filing your federal income tax return (including extensions) for the tax year for which the contribution was made, and the recharacterization must be reported on that return. You may need to file IRS Form 8606. Recharacterized amounts are treated as having been contributed to the Roth IRA on the same date and for the same taxable year that the amount was contributed to the traditional IRA.

E. Federal Tax Penalties.

1. **Early Distribution Penalty.** If you are under age 59½, and you receive a traditional IRA distribution, a nonqualified distribution from a Roth IRA, or a distribution of a conversion amount within the five-year period beginning with the year in which the conversion occurred, then a 10% additional tax will apply unless the distribution is made on account of (i) death, (ii) disability, (iii) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, (iv) an IRS levy, (v) payment of unreimbursed medical expenses that exceed 7.5% of your adjusted gross income, (vi) payment of health insurance premiums after being separated from employment and while receiving unemployment compensation under a federal or state program for at least 12 weeks, (vii) certain qualified higher education expenses, (viii) expenses incurred in making a first home purchase (up to lifetime maximum of \$10,000), (ix) a qualifying rollover, or (x) the timely withdrawal of an excess contribution. The additional tax applies only to the portion of a distribution that is includible in gross income.

The IRS may change these penalty exceptions or permit additional penalty exceptions from time to time. You are responsible to file any additional IRS forms that may be required with your tax return for the year of distribution to claim the exception or to pay the additional 10% penalty. You can refer to your tax professional for a detailed explanation of the exceptions to the 10% penalty to ensure you qualify.

2. **Excess Contribution Penalty.** An excise tax of 6% is imposed upon any excess contribution you make to a traditional IRA or a Roth IRA. This tax applies each year in which an excess remains in your IRA. An excess contribution is the amount of any contribution that exceeds the limit on your IRA contributions for the tax year (excluding permissible rollover and conversion contributions), plus any impermissible rollover or conversion contributions. However, any excess contribution that is withdrawn, together with the net income attributable thereto, by the due date for filing your federal income tax return (including extensions) for the tax year in which you made the contribution is not treated as an excess contribution, provided that you do not take a deduction for the contribution. Alternatively, excess contributions may be carried

forward and reported as a contribution in the next year to the extent the excess contributions, plus contributions made for that next year, do not exceed the applicable maximum annual contribution for that next year.

3. **Excess Accumulation Penalty.** As described above, you must receive a minimum distribution from your traditional IRA for the year in which you reach age 70½ and no later than the end of each subsequent year. Your beneficiary also must receive certain minimum distributions from your traditional IRA or Roth IRA after your death. An excise tax of 50% is imposed on the amount of any RMD that should have been distributed but was not distributed on time. This excise tax is applied for each year any RMD amount is not distributed.
4. **Penalty Reporting.** You must complete and file a Form 5329 with the IRS to report and pay the federal tax penalties described above or to claim an exemption.

F. Investments.

Your Edward Jones traditional IRA is a self-directed IRA, which means that you direct the investments held in the IRA. Investments are limited to those legally permissible for an IRA and which are obtainable through Edward Jones in its regular course of business. You have the responsibility for selecting investments and for monitoring their performance. Investment performance will vary with the investment selected and cannot be projected by and is not guaranteed by Edward Jones. If you have entered into an investment advisory agreement, the investment decisions may be made by the investment advisor pursuant to the investment advisory agreement. In the absence of any investment direction from you or an investment advisor, all uninvested cash held in the Account will be invested in an interest-bearing account, a money market mutual fund or other similar investments. Your self-directed traditional IRA is maintained for your exclusive benefit.

G. Simplified Employee Pension (SEP).

A simplified employee pension (SEP) is a written arrangement that allows your employer to make deductible contributions to a traditional IRA (a SEP IRA) set up for you to receive such contributions. Generally, distributions from SEP IRAs are subject to the withdrawal and tax rules that apply to traditional IRAs. Your employer is required to provide you with specific information related to the consequences of establishing a SEP IRA. Please reference IRS Publication 560 for more information about SEPs.

H. Miscellaneous Information.

1. **Qualified Reservist Distributions.** A "qualified reservist distribution" may be made from a traditional IRA to an individual who is ordered or called to active duty after September 11, 2001, and before December 31, 2007, for a period of more than 179 days (or for an indefinite period). The distribution must be made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period. The amount distributed may be re-contributed to the IRA at any time during the two-year period after the end of the active duty. The 10% early distribution penalty does not apply.
2. **Divorce or Separate Maintenance.** If all or any portion of your IRA is awarded to a former spouse or spouse under a decree of divorce or separate maintenance, such portion can be transferred to an IRA of the same type in the receiving spouse's name. There will be no tax implications to you if a written instrument specifically directing the transfer is executed by a court as part of a divorce or legal separation in accordance with Code Section 408(d)(6) and is received and accepted by the Custodian. The Custodian may require other direction from you and your spouse or former spouse.
3. **Prohibited Transactions.** If your IRA is involved in a prohibited transaction, as described in Code Section 4975, your IRA will lose its tax-exempt status and you must include the value of your IRA in your gross income for that taxable year. You also

may be subject to excise taxes. Prohibited transactions include the following transactions between you or your beneficiary and your IRA: (i) the sale, exchange or leasing of property; (ii) lending money or otherwise extending credit; (iii) furnishing goods, services or facilities; (iv) the transfer or use of the income or assets of the IRA; (v) dealing with the income or assets of the IRA in your own interest; or (vi) receiving consideration from any party dealing with the IRA in any transaction involving its income or assets. If you are under age 59½, the 10% penalty tax on early distributions will apply.

4. **Pledges.** If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that tax year. If you are under age 59½, the 10% penalty tax on early distributions will apply.
5. **Fees and Expenses.** You agree to pay the fees and other expenses of maintaining and terminating your IRA when due, as determined in accordance with a schedule published from time to time. If you fail to timely pay, the Custodian may deduct any outstanding balance from the IRA, and if insufficient cash is available in the Account, the Custodian may liquidate assets to pay the balance.
6. **Inherited IRAs.** A beneficiary who inherits a traditional IRA cannot make contributions to the inherited IRA. The beneficiary must take RMDs as described in this document for traditional IRAs.

An eligible beneficiary may rollover a decedent's interest in an Employer-sponsored Retirement Plan to an inherited IRA. The rollover must be accomplished through a direct trustee-to-trustee transfer. Certain beneficiaries cannot make this rollover, including entity beneficiaries and trust beneficiaries if the trust does not meet certain look-through trust requirements. RMDs required under the plan's terms cannot be rolled over. Generally, the RMD rules of the deceased's Employer-sponsored Retirement Plan for non-spouse beneficiaries also apply to the inherited IRA. (This is usually the five-year rule or the life expectancy rule.) However, if the five-year rule applies, the non-spouse beneficiary may use the life expectancy rule if the rollover is made before the end of the year following the year the decedent died. If the decedent died after his or her Required Beginning Date, the life expectancy rule applies.

A spouse who is the sole beneficiary of a decedent's IRA can instead elect to treat the IRA as his or her own. In this case, the spouse is not subject to the after-death minimum distribution requirements described in Section B.7 above. Instead, the spouse is subject to the RMD rules applicable to IRA owners.

7. **IRS Approval.** The Edward Jones traditional IRA Custodial Agreement is the model custodial agreement on Form 5305-A that satisfies the requirements of Code Section 408(a) and has been approved by the IRS. IRS approval of this agreement is a determination only about its form, and does not indicate any endorsement of your traditional IRA or of the available investments.
8. **Designation of Beneficiary.** You should designate a beneficiary(ies) to receive the balance of your IRA when you die. Your beneficiary(ies) must be designated on the Edward Jones Individual Retirement Account Authorization Form applicable to your account or other writing acceptable to Edward Jones. The assets remaining in your IRA will be distributed upon your death to the beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Custodial Agreement for your IRA. If a beneficiary you designate is not a U.S. citizen or other U.S. person (including a resident alien individual) when you die, distribution options from the IRA and the tax treatment of such distributions may be more restrictive.
9. **Qualified HSA Funding Distribution.** You may be able to make a one-time "qualified Health Savings Account funding distribution" from your traditional IRA (other than a SEP IRA or SIMPLE IRA) to a Health Savings Account. Such a

distribution must be made in a trustee-to-trustee transfer. For more information, including information about the maximum amount that can be rolled over and the tax treatment of such rollover, see IRS Publications 590 and 969.

10. **Estate and Gift Taxes.** Generally, at your death, the total value of assets in your traditional IRA is included in your gross estate for federal estate tax purposes. However, deductions are allowed if your beneficiary is either your spouse or a charity. Generally, naming a beneficiary to receive payments from your traditional IRA is not considered a gift subject to federal gift tax, even if the designation is irrevocable. This is because the account owner typically retains the right to direct distributions, including rollovers and transfers.
11. **Additional Tax Information.** Income tax planning and reporting for IRAs is complex, and Edward Jones does not provide tax advice. This document does not contain a complete explanation of all possible tax situations. You should consult with your tax advisor for your individual planning needs and to consider any special income tax reporting.

More information about your traditional IRA can be obtained from any district office of the IRS and from the IRS website at www.irs.gov.

You also may wish to obtain publications from the IRS, including Publication 590, Individual Retirement Arrangements (IRAs), and Publication 560, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans). IRS forms are available at any district office of the IRS and at www.irs.gov.

For a summary of the basic tax forms that may be required for your traditional IRA, see Appendix A.

12. **Account Protection.** To obtain information about account protection that the Securities Investor Protection Corporation ("SIPC") provides, including an explanatory SIPC brochure, visit www.sipc.org or call 202-371-8300.
13. **Business Continuity.** Edward Jones has a business continuity plan ("BCP") to allow Edward Jones to continue serving clients and provide them with access to their funds and securities in the event of a disaster. If any of Edward Jones' facilities are damaged or otherwise inaccessible as a result of a disaster, Edward Jones associates affected by such event would work from different areas of the same location or from alternate locations controlled by Edward Jones. Edward Jones has data centers in two geographically distinct locales. In the event one of the data centers is damaged in a disaster, Edward Jones would move technological support and processing to the unaffected data center, with an expected short-term interruption in operations. Edward Jones' response to a significant business disruption is dependent upon the response of third parties, and Edward Jones cannot guarantee that a significant business disruption will not impact its operations. In the event of a significant business disruption, you can obtain information about the status of your Account and access to your funds and securities by contacting your financial advisor or Edward Jones Client Relations at 800-441-2357. Any updates to the Edward Jones BCP will be posted at www.edwardjones.com/disclosures.

I. Conclusion.

Rates of return, fees and restrictions on contributions, transfers and withdrawals of funds may vary among different IRA custodians and trustees. Every traditional IRA sponsor is required to provide you with a Disclosure Statement, similar to this one, describing the terms of its IRA.

This Disclosure Statement was prepared on the basis of current law and regulations and is believed to be accurate. Edward Jones does not take responsibility for individual tax consequences nor does it undertake the responsibility to inform you of changes in the law or its interpretation.

IRS Notice of Non-bank Custodian Status

This letter from the Internal Revenue Service provides notice to Edward Jones of approval to serve as a non-bank custodian.

Internal Revenue Service	Department of the Treasury
	Washington, DC 20224
Edward D. Jones & Co. 201 Progress Parkway Maryland Heights, MO 63043	Person to Contact: Mr. M. Bayer Telephone Number: (202) 566-4300 Refer Reply to: OP:EP:RQ:2:7 Date: 8 0 MAY 1995
EIN: 43-0345811	
Gentlemen:	
You have requested a determination as to whether Edward D. Jones & Co., may act as a passive custodian of Individual Retirement Accounts (IRAs) as provided under section 1.401-12(n) of the Income Tax Regulations.	
Section 408(a)(2) of the Internal Revenue Code requires that the trustee or custodian of an IRA be a bank (as defined in section 408(n)) or such other person who demonstrates to the satisfaction of the Commissioner that the manner in which such other person will administer the IRA will be consistent with the requirements of section 408 of the Code.	
Additionally, section 408(h) of the Code provides that a custodial account shall be treated as a qualified trust if such custodial account would, except for the fact it is not a trust, constitute an IRA under section 408(a) and the custodian is a bank (as defined in section 408(n)) or other person who demonstrates to the satisfaction of the Commissioner that the manner in which such other person will hold the assets will be consistent with the requirements of section 408.	
Section 1.401-12(n) of the regulations provides that such a person must file a written application with the Commissioner demonstrating, as set forth in that section, his ability to act as a custodian of IRAs.	
Based upon all the representations presented in your application, we have concluded that Edward D. Jones & Co., meets the requirements of section 1.401-12(n) of the regulations and therefore may act as a passive custodian of IRAs.	
This letter authorizes Edward D. Jones & Co., to act only as a passive custodian within the meaning of section 1.401-12(n) of the regulations; that is, it is authorized only to acquire and hold particular investments specified by the custodial instrument. It may not act as custodian if under the written custodial agreement it has discretion to direct investments of custodial funds or any other aspects of the business administration of the custodial account.	

- 2 -

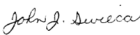
Edward D. Jones & Co.

This letter, while authorizing Edward D. Jones & Co., to act as a custodian within the meaning of section 1.401-12(n)(7) of the regulations, does not authorize it to pool accounts in a common investment fund within the meaning of section 1.401-12(n)(6)(vi) of the regulations. Edward D. Jones & Co., may not act as custodian unless it undertakes to act only under custodial instruments which contain a provision to the effect that the individual is to substitute another custodian upon notification by the Commissioner that such substitution is required because the specified custodian has failed to comply with the requirements of such regulations or is not keeping such records, or making such returns, or rendering such statements, as are required by forms or regulations.

Edward D. Jones & Co., is required to notify the Commissioner of Internal Revenue, Attn: OP:EP, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representation made in its application required by section 1.401-12(n) of the regulations. Furthermore, the continued approval of its application is contingent upon its continued satisfaction of the criteria set forth in section 1.401-12(n) of the regulations.

This letter constitutes a determination as to whether Edward D. Jones & Co., may act as custodian under section 408(a)(2) of the Code and does not bear upon its capacity to act as custodian under any other applicable law.

Sincerely yours,



John J. Swieca
Chief, Employee Plans Rulings
and Qualifications Branch

Disclosure Statement Appendix A – Traditional IRA and Roth IRA

(The amounts referenced below may be increased annually by the IRS based upon cost-of-living adjustments.)

CONTRIBUTION LIMITS – TRADITIONAL IRA AND ROTH IRA*

Contribution Type	2017	2018
Regular Contribution	\$5,500	\$5,500
Catch-up Contribution	\$1,000	\$1,000

*Individuals who will be at least age 50 by the end of the year can make a catch-up contribution. Traditional IRA contributions cannot be made for the year an individual turns 70½ or after. Roth IRA contributions can be made regardless of age if you are eligible.

ELIGIBILITY TO MAKE ROTH IRA CONTRIBUTIONS

This table shows whether your contributions to a Roth IRA are affected by the amount of your Modified Adjusted Gross Income (MAGI).

If You Have Taxable Compensation and Your Filing Status Is ...	And Your MAGI Is:		Then ...
	2017	2018	
Single or Head of Household	Less than \$118,000	Less than \$120,000	You can make a Full Contribution
	At least \$118,000 but less than \$133,000	At least \$120,000 but less than \$135,000	The amount you can contribute is reduced ²
	\$133,000 or more	\$135,000 or more	You cannot contribute to a Roth IRA
Married Filing Jointly or Qualifying Widow(er)	Less than \$186,000	Less than \$189,000	You can make a Full Contribution
	At least \$186,000 but less than \$196,000	At least \$189,000 but less than \$199,000	The amount you can contribute is reduced ²
	\$196,000 or more	\$199,000 or more	You cannot contribute to a Roth IRA
Married Filing Separately ¹	More than \$0 but less than \$10,000	More than \$0 but less than \$10,000	The amount you can contribute is reduced ²
	\$10,000 or more	\$10,000 or more	You cannot contribute to a Roth IRA

1 Married Filing Separately – If you did not live with your spouse anytime during the tax year, use single filing status.

2 Use the formula and worksheet in IRS Publication 590 to determine your partial Roth IRA contribution, or see your tax advisor for assistance.

DEDUCTIBILITY – TRADITIONAL IRA CONTRIBUTIONS

This table shows whether your contribution deductibility to a Traditional IRA is affected by the amount of your Modified Adjusted Gross Income (MAGI).

If You Have Taxable Compensation and Your Filing Status Is ...	Are You Covered by Employer's Retirement Plan?	And Your MAGI Is:		Then You Can Take:
		2017	2018	
Single or Head of Household	No	Any Amount	Any Amount	A Full Deduction
	Yes	\$62,000 or less	\$63,000 or less	A Full Deduction
		More than \$62,000 but less than \$72,000	More than \$63,000 but less than \$73,000	A Partial Deduction ²
		\$72,000 or more	\$73,000 or more	No Deduction
Married Filing Jointly or Qualifying Widow(er)	Neither Spouse	Any Amount	Any Amount	A Full Deduction
	Both Spouses	\$99,000 or less	\$101,000 or less	A Full Deduction
		More than \$99,000 but less than \$119,000	More than \$101,000 but less than \$121,000	A Partial Deduction ²
		\$119,000 or more	\$121,000 or more	No Deduction
	One Spouse Covered (for covered spouse)	\$99,000 or less	\$101,000 or less	A Full Deduction
		More than \$99,000 but less than \$119,000	More than \$101,000 but less than \$121,000	A Partial Deduction ²
		\$119,000 or more	\$121,000 or more	No Deduction
	One Spouse Covered (for non-covered spouse)	\$186,000 or less	\$189,000 or less	A Full Deduction
		More than \$186,000 but less than \$196,000	More than \$189,000 but less than \$199,000	A Partial Deduction ²
		\$196,000 or more	\$199,000 or more	No Deduction

DEDUCTIBILITY - TRADITIONAL IRA CONTRIBUTIONS

This table shows whether your contribution deductibility to a Traditional IRA is affected by the amount of your Modified Adjusted Gross Income (MAGI).

If You Have Taxable Compensation and Your Filing Status Is ...	Are You Covered by Employer's Retirement Plan?	And Your MAGI Is:		Then You Can Take:
		2017	2018	
Married Filing Separately ¹	Neither Spouse	Any Amount	Any Amount	A Full Deduction
	Either Spouse Covered	Less than \$10,000	Less than \$10,000	A Partial Deduction ²
		\$10,000 or more	\$10,000 or more	No Deduction

1 Married Filing Separately – If you did not live with your spouse anytime during the tax year, use single filing status.

2 Use the formula and worksheet in IRS Publication 590 to determine your partially deductible traditional IRA contribution, or see your tax advisor for assistance.

SAVER'S TAX CREDIT

(For contributions you make in Employer Retirement Plans and IRAs)

If Your Filing Status Is ...	And Your MAGI (2018) Is:	You Receive Credit of: (Maximum Credit for 2018: \$1,000)
Single/Married Filing Separately or Qualifying Widow(er) and All Other Filers	\$0 - \$19,000	50% of Contribution
	\$19,001 - \$20,500	20% of Contribution
	\$20,501 - \$31,500	10% of Contribution
	\$31,501 or more	0%
Married Filing Jointly	\$0 - \$38,000	50% of Contribution
	\$38,001 - \$41,000	20% of Contribution
	\$41,001 - \$63,000	10% of Contribution
	\$63,001 or more	0%
Head of Household	\$0 - \$28,500	50% of Contribution
	\$28,501 - \$30,750	20% of Contribution
	\$30,751 - \$47,250	10% of Contribution
	\$47,251 or more	0%

CONTRIBUTION LIMITS - SEP PLAN

	2017	2018
Employer Percent Limit	25%	25%
Employer Contribution Limit	\$54,000	\$55,000
Compensation Cap	\$270,000	\$275,000
Compensation Threshold Used for Eligibility	\$600	\$600

Summary of the Basic Tax Forms and IRS Publications**IRS Forms:**

IRS Form 1099-R (*Distributions From Pensions, Annuities, Retirement or Profit Sharing Plans, IRAs, Insurance Contracts, etc.*) – Used to report distributions from your traditional or Roth IRA.

Some examples include:

- All taxable and nontaxable distributions
- Conversions
- Recharacterizations
- Removal of excess contributions
- Direct rollovers

IRS Form 5498 (*IRA Contribution Information*) – Used to report specific deposits and additions to your traditional IRA or Roth IRA.

Some examples include:

- Contributions and rollover contributions
- Conversions
- Recharacterizations
- Fair market value
- Required Minimum Distribution (RMD) information
- Certain postponed and special catch-up contributions
- Repayment of qualified reservist distributions and federally designated disaster withdrawals

IRS Form 5329 (*Additional Taxes on Qualified Plans (including IRAs) and Other Tax-Favored Accounts*) – Used to report additional taxes, penalties, or penalty exceptions on traditional or Roth IRA distributions. Some examples include:

- Tax and/or penalty due from an excess contribution and removal of the attributable earnings
- Penalty due from an excess contribution that is being carried forward
- Early distribution from your traditional IRA
- Missed Required Minimum Distribution from your traditional IRA

IRS Form 8606 (*Nondeductible IRAs*) – Used to report:

- Nondeductible contributions you made to a traditional IRA
- Distributions from a traditional, SEP, or SIMPLE IRA, if you have ever made nondeductible traditional IRA contributions or rolled over after-tax amounts to a traditional IRA
- Distributions from Roth IRAs
- Conversions from a traditional, SEP, or SIMPLE IRA to a Roth IRA if you have ever made nondeductible traditional IRA contributions or rolled over after-tax amounts to a traditional IRA

IRS Form 8880 (*Credit for Qualified Retirement Savings Contributions*) – Used to figure the amount, if any, of your retirement savings contributions credit (also known as the saver's credit).

IRS Form 990-T (Exempt Organization Business Income Tax Return) – Used to figure and report your IRA's tax liability, if any, for Unrelated Business Taxable Income (UBTI).

IRS Publications:

IRS Publication 590 – *Individual Retirement*

Arrangements (IRAs) – This publication discusses traditional, Roth, and SIMPLE IRAs. It explains the rules for:

- Setting up an IRA
- Contributing to an IRA
- Transferring money or property to and from an IRA
- Handling an inherited IRA
- Receiving distributions from an IRA
- Taking a credit for contributions to an IRA

It also explains the penalties and additional taxes that apply when the rules are not followed. To assist you in complying with the tax rules for IRAs, this publication contains worksheets, sample forms, and tables, which can be found throughout the publication and in the appendices at the back of the publication.

IRS Publication 560 – Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans) – This publication discusses retirement plans employers can set up and maintain for themselves and their employees.

IRS forms and publications are available at any district office of the IRS and at www.irs.gov.

This page is intentionally left blank.

Schedule of Fees for Individual Retirement Accounts

(Traditional/SEP, Roth and SIMPLE IRAs held at Edward Jones)

ANNUAL ACCOUNT FEE ^{1, 2, 3}	
Individual Retirement Account (IRA)	\$40.00 per calendar year, not prorated
Additional IRAs of the same individual	\$20.00 per calendar year, not prorated
ACCOUNT SERVICES ⁴	
Estates service fee (charged for the re-registration of assets)	\$100.00
Total transfer or termination of an account	\$95.00
MONEY MARKET ACCOUNTS AND ACCESS SERVICES ^{1,2}	
Cash interest	No charge
Edward Jones Money Market Fund Investment Shares	\$3.00 per month if average monthly balance falls below \$2,500.00
Edward Jones Money Market Fund Retirement Shares	\$3.00 per month if average monthly balance falls below \$1,500.00
ADDITIONAL SERVICES AND FEES	
Returned check	\$25.00
Returned ACH payment	\$25.00
Stop payment request	\$20.00
Same-day ACH fee ^{1,2}	\$5.00
Overnight delivery fee ¹	\$25.00
Wire transfer fee (domestic only) ¹	\$25.00
Wire transfer fee (international)	\$100.00
Annual private investment fee ²	Minimum \$50.00 per calendar year per position held in the account. Additional fees and expenses may apply.
DIVIDEND REINVESTMENT ¹	
Reinvestment into stock ²	2% of reinvestment amount
Reinvestment into mutual funds	Normal transaction fees
DOLLAR COST AVERAGING ¹	
Systematic purchase of stocks	2% of investment amount (\$5.00 minimum)
Systematic purchase/sale/exchange of mutual funds	Normal transaction fees

All fees are subject to change without notification. The current version of the Schedule of Fees for IRAs can be found at www.edwardjones.com/disclosures.

¹ The fee does not apply to Edward Jones investment advisory accounts.

² The fee is waived for pricing groups with \$250,000 or more in assets under care. For details, visit www.edwardjones.com/pricinggroup.

³ If, on Dec. 31, 2012, Edward Jones served as the broker-dealer of record for your traditional/Roth IRA held at the mutual fund company and you subsequently transferred that IRA into a new Edward Jones traditional/Roth IRA, your annual IRA fee will be the lesser of \$10 or the annual IRA fee you were charged by the mutual fund company. This fee applies as long as you remain invested in the original mutual fund family or in a cash equivalent. If you purchase other investments within your Edward Jones IRA or combine IRAs from different mutual fund companies into one Edward Jones IRA, you will be charged the Annual Account Fee listed above.

⁴ The fee may be waived if it results from a final required minimum distribution (RMD), death of the account owner, divorce or transfer to an Edward Jones account. Edward Jones retains the right to charge the fee if the account balance is less than the amount of the fee.

This page is intentionally left blank.

Privacy Notice

FACTS	What Does Edward Jones Do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and investment experience • Income and risk tolerance • Assets and account transactions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Edward Jones chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	Does Edward Jones share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call (800) 803-3333 or go to www.edwardjones.com/privacy
------------	---

WHO WE ARE

Who is providing this notice?

Edward D. Jones & Co., L.P.; The Jones Financial Companies, L.L.L.P.; Olive Street Investment Advisers, LLC; Passport Research, Ltd.; Edward Jones Insurance Agency of New Mexico, L.L.C.; Edward Jones Insurance Agency of Massachusetts, L.L.C.; Edward Jones Insurance Agency of California, L.L.C.; and Edward Jones Trust Company.

WHAT WE DO

How does Edward Jones protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Edward Jones collect my personal information?

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

- Open an account or give us your contact information
- Seek advice about your investments or tell us about your investment or retirement portfolio
- Enter into an investment advisory contract

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

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section for your rights under state law.

DEFINITIONS

Affiliates

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

- *Our affiliates include companies with a name that contains "Edward Jones" or "EDJ" and financial companies such as Edward D. Jones & Co., L.L.P.; Olive Street Investment Advisers, LLC; Passport Research, Ltd.; and Edward Jones Trust Company.*

Nonaffiliates

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

- *Edward Jones does not share with nonaffiliates so that they can market to you.*

Joint marketing

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

- *Our joint marketing partners include a company that offers Edward Jones-branded credit cards.*

OTHER IMPORTANT INFORMATION

California residents

We will not share information we collect about you with companies outside of Edward Jones, unless permitted by law. We also limit sharing among Edward Jones and our affiliate companies to the extent required by California law.

Nevada residents

We are providing this notice to you pursuant to state law. Nevada law requires us to disclose that you may request to be placed on our internal "Do Not Call" list at any time by calling 800-441-2357, and that you may obtain further information by contacting the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone 702-486-3132; email BCPINFO@ag.state.nv.us.

Vermont residents

As a resident of Vermont, we will automatically limit sharing of your information outside of the Edward Jones corporate family, unless otherwise permitted by law. We may share information with your consent to service your accounts or under joint marketing agreements.

This page is intentionally left blank.

Revenue Sharing Disclosure

Edward Jones receives payments known as revenue sharing from certain mutual fund companies, 529 plan program managers and insurance companies (collectively referred to as “product partners”). Virtually all of Edward Jones’ transactions relating to mutual funds, 529 plans and annuity products involve product partners that pay revenue sharing to Edward Jones. We do not receive revenue sharing payments on assets within investment advisory programs. We want you to understand that Edward Jones’ receipt of revenue sharing payments creates a potential conflict of interest in the form of an additional financial incentive and financial benefit to the firm, its financial advisors and equity owners in connection with the sale of products from these product partners. For the year ended December 31, 2016, Edward Jones received revenue sharing payments of approximately \$186.7 million from mutual fund and 529 product partners and \$7.7 million from annuity product partners. For that same period, Edward Jones’ net income was \$746.2 million.

Revenue sharing, as received by Edward Jones, involves a payment from a mutual fund company’s adviser or distributor, a 529 plan program manager or an insurance company or the entity that markets an annuity contract. It is not an additional charge to you. These payments are in addition to standard sales loads, annual sales fees, expense reimbursements, sub-transfer agent fees for maintaining client account information and for providing other administrative services for mutual funds (shareholder accounting and networking fees). These payments are also in addition to fees for maintaining technology and providing other administrative services for insurance products (inforce contract service fees), and reimbursements for education, marketing support and training-related expenses.

Some product partners pay Edward Jones a fee based on the value of assets under management, known as an asset-based fee. For example, if you made a \$10,000 purchase of an investment, held it for a year, and its value remained the same, Edward Jones would be paid .075% by the product partner, or 7.5 basis points. That would translate to a \$7.50 payment from the product partner to Edward Jones for the \$10,000 investment in your account. For every subsequent year you held that \$10,000 investment in your Edward Jones account, the product partner would make a \$7.50 payment to Edward Jones, assuming no change in the value of

your investment. Asset-based payments will increase or decrease from year to year with changes in the value of the related assets held by Edward Jones’ clients.

Other product partners may pay Edward Jones a one-time fee based on the amount of the product sold. This approach is referred to as a sales-based fee and is based on the dollar value of your purchase. For example, the product partner may pay Edward Jones up to .25% or 25 basis points for each dollar you invest or use to purchase a product. Therefore, if you made a \$10,000 investment, the product partner would pay Edward Jones \$25 for that transaction.

Most, but not all, of the product partners that pay revenue sharing to Edward Jones have been designated as preferred product partners. This designation means that Edward Jones has determined these product partners have a broad spectrum of investment and annuity solutions designed to meet a variety of client needs. Edward Jones grants preferred product partners greater access to certain information about its business practices. In addition, these product partners have frequent interactions with our financial advisors to provide training, marketing support and educational presentations. Non-preferred product partners that pay revenue sharing may receive similar treatment. With regard to annuities, Edward Jones’ financial advisors have limited access to the products and services of other insurance carriers. Additionally, while Edward Jones financial advisors may sell, and our clients are free to select, funds from many mutual fund families, we predominantly promote mutual fund preferred product partners. The vast majority of mutual funds, 529 plans and annuity products sold by Edward Jones involve preferred product partners, and, as noted above, most of these product partners pay revenue sharing to Edward Jones. The names of preferred product partners are shown in bold and italics on the following revenue sharing summary tables.

For additional information on a particular product partner’s payment and compensation practices, please review the applicable prospectus, statement of additional information or offering statement.

Detailed information and disclosures concerning revenue sharing received from product partners are included in the following revenue sharing summary tables.

MUTUAL FUND COMPANIES: REVENUE SHARING SUMMARY

Paid by	Maximum Annual Asset Fees (Based on \$10,000 of fund assets owned)	Maximum Sales Fees (Per \$10,000 of fund assets purchased)	Total 2016 Revenue¹
<i>American Funds Distributors, Inc.</i>	\$2.60 ²	\$__ ²	\$59.5 million ²
BlackRock Investments, LLC	\$13.00	\$0	\$1.8 million ³
Federated Securities Corp. ⁴	\$10.00	\$0	\$0.5 million
<i>Franklin Templeton Distributors, Inc.</i>	\$6.00	\$0	\$31.1 million
Goldman Sachs Asset Management, L.P.	\$13.00	\$0	\$2.2 million
<i>Hartford Investment Financial Services, LLC</i>	\$13.00	\$0	\$18.7 million
<i>Invesco Distributors, Inc.</i>	\$13.00	\$0	\$23.9 million
Ivy Funds Distributor, Inc.	\$13.00	\$0	\$1.2 million
<i>John Hancock Funds, LLC</i>	\$13.00	\$0	\$7.8 million ⁵
<i>J.P. Morgan Investment Management Inc.</i>	\$13.00	\$0	\$4.5 million
<i>Lord Abbett & Co., LLC</i>	\$10.00	\$0	\$13.0 million
<i>MFS Fund Distributors, Inc.</i>	\$11.00	\$0	\$17.7 million
OppenheimerFunds Distributor, Inc.	\$13.00	\$0	\$4.4 million
PGIM Investments, LLC ⁶	\$13.00	\$0	\$0.0 million

529 PLAN PROGRAM MANAGERS: REVENUE SHARING SUMMARY

Paid by	Maximum Annual Asset Fees (Based on \$10,000 of fund assets owned)	Maximum Sales Fees (Per \$10,000 of fund assets purchased)	Total 2016 Revenue¹
American Funds Distributors, Inc.	\$2.60 ²	\$__ ²	\$__ ²
Upromise Investments, Inc.	\$12.50	\$0	\$0.4 million

ANNUITY PRODUCT PROVIDERS: REVENUE SHARING SUMMARY

Paid by	Product Where Revenue Sharing May Be Received	Maximum Sales Fees (Per \$10,000 of assets purchased)	Total 2016 Revenue¹
American General Life Insurance Company and The United States Life Insurance Company in the City of New York	Polaris suite of variable annuities and American Pathway suite of variable annuities	\$25.00	\$1.0 million
Lincoln National Life Insurance Company and Lincoln Life and Annuity Co. of NY	Lincoln National American Legacy suite of variable annuities and Lincoln Choice Plus suite of variable annuities	\$25.00	\$1.8 million
MetLife Investors Insurance Company Inc. and First MetLife Investors Insurance Company ⁷	MetLife Investors variable annuities and all prior variable annuities issued by Cova	\$25.00	\$0.8 million
Pacific Life & Annuity Company, Pacific Life Insurance Company and Pacific Select Distributors, Inc.	Pacific Destinations suite of variable annuities	\$25.00	\$0.7 million
Protective Life Insurance Company and Investment Distributors, Inc.	Protective Dimensions suite of variable annuities, Protective LifeValues suite of variable annuities, ProVariable suite of variable annuities, Elements Access variable annuities and Protective Advantage variable annuities	\$25.00	\$1.0 million
Prudential Annuities Distributors, Inc., Pruco Life Insurance Company of New Jersey and Pruco Life Insurance Company	Prudential Premier Retirement Variable Annuity and Prudential Premier Retirement Variable Annuity NY	\$25.00	\$1.1 million
Transamerica Capital, Inc.	Transamerica suite of variable annuities	\$25.00	\$1.3 million

1 The total 2016 revenue has been reported under the accrual basis of accounting in conformity with generally accepted accounting principles (GAAP).

2 For the purposes of computing the annualized amount per \$10,000 of assets, Edward Jones has categorized the entire revenue sharing arrangement with American Funds Distributors, Inc. ("American Funds") as an asset fee because American Funds has not distinguished to Edward Jones the breakdown of the revenue arrangement between asset fees and sales fees. If the entire revenue sharing arrangement was categorized as sales fees, the amount would be \$30.00 per \$10,000 purchased. American Funds has not distinguished the portion of its annual revenue sharing payment that is attributable to Edward Jones' sales of interests in the 529 plan for which American Funds is the program manager.

3 Edward Jones and BlackRock entered into a revenue sharing agreement effective August 1, 2016.

4 In 2016, Federated Securities Corp. and Edward Jones jointly owned Passport Research, Ltd. ("Passport"), the investment adviser to the Edward Jones Money Market Fund and the Edward Jones Tax-Free Money Market Fund. The foregoing table does not include any amounts earned by or paid to Edward Jones with respect to its ownership in Passport. On January 27, 2017, the Jones Financial Companies, L.L.P. became the sole owner of Passport, which continues to be the investment adviser to the Edward Jones Money Market Fund, and Federated Investment Management Company, an affiliate of Federated Securities Corp., became the sub-adviser to the Edward Jones Money Market Fund. Please refer to the fund's prospectus for further information. The Edward Jones Tax-Free Money Market fund is no longer offered.

5 In addition to asset-based fees, the amounts received include fees paid by John Hancock for its participation at conferences, seminars, programs, and/or other events sponsored by Edward Jones.

6 Edward Jones and PGIM Investments, LLC ("Prudential") entered into a revenue sharing agreement effective October 1, 2017.

7 MetLife was removed as a preferred product partner effective November 23, 2016.

Edward Jones Prototype SEP Plan General Information

1. Simplified Employee Pension Plan

A Simplified Employee Pension (SEP) is a written arrangement (a plan) that allows an employer to make deductible contributions for the benefit of participating employees. The contributions are made to individual retirement arrangements (IRAs) set up for participants in the Plan.

2. Employer Eligibility Requirements

The following conditions must be met in order for an employer to be eligible to set up an Edward Jones SEP Prototype Plan:

- The SEP Plan must be set up by an individual that controls a business from which his or her personal services are an income-producing factor.
- An IRA has been set up for all eligible employees to receive contributions.
- The employer may be required to include leased employees and the employees of other business(es) as described below:
 - (a) An affiliated service group described in section 414(m)
 - (b) A controlled group of corporations described in section 414(b)
 - (c) Trades or businesses under common control described in section 414(c)

3. Employee Eligibility Requirements

An eligible employee is an individual who meets the following requirements:

- Has attained age 21
- Has worked for the employer three of the last five preceding years
- Has received at least \$600 in compensation for 2017 or 2018

An employer may exclude employees covered by a collective bargaining agreement, non-resident aliens and employees who have earned less than \$600 in 2017 or 2018.

4. Contributions

An employer can decide from year to year if a SEP contribution will be made to the SEP Plan. The employer has until his/her tax filing deadline including extensions to make the SEP contribution to the Plan.

All SEP employer contributions must be made to each eligible employee's individual retirement account in the form of cash.

Under an Edward Jones Prototype SEP Plan, the employer may choose to make contributions under the percentage formula, flat dollar formula, or integrated formula. (See Edward Jones SEP Basic Plan Document for details).

5. Deducting Contributions

Generally, an employer can deduct the SEP contributions he/she makes for each employee. The most an employer can deduct for contributions for participants is the lesser of the following amounts:

- 25% of each employee's compensation (annual compensation limited to \$270,000 for 2017 and \$275,000 for 2018)
- The maximum dollar limitation in effect for that plan year (\$54,000 for 2017 and \$55,000 for 2018)

For details on deductions and deduction limits for self-employed individuals and deduction limits for multiple plans, see IRS Publication 560.

6. Employee Notices

The following information must be provided to each employee (participant):

- Edward Jones SEP Adoption Agreement
- Edward Jones SEP Basic Plan Document and SEP Disclosure Information
- Individual statement detailing his/her SEP contribution totals and any excess contribution notices

7. Distributions

An employer may not prohibit participants of the SEP from taking distributions from their IRA has already been defined and does not need to be spelled out again. If a participant makes a withdrawal before attaining age 59½, there may be a 10% penalty tax.

8. Tax Consequences

Before establishing an Edward Jones SEP Prototype Plan, please consult with a qualified attorney or tax advisor. Edward Jones does not issue an opinion as to, and is not responsible for, the tax consequences of the Adoption of an Edward Jones SEP Prototype Plan.

This document is not intended as a substitute for guidance from your tax or legal advisor.

This page is intentionally left blank.

Edward Jones Prototype Simplified Employee Pension (SEP) – Basic Plan Document

Article I – Introduction

This agreement must be used with an Internal Revenue Service model Traditional IRA- or Service-approved prototype document.

- 1.1. **Plan/Purpose.** The Plan has been established by the Adopting Employer and its Affiliates for the exclusive benefit of their Employees.
- 1.2. **Simplified Employee Pension Plan.** The Plan is a Simplified Employee Pension (SEP) Plan that is intended to satisfy all requirements of Code Sections 408(k) and ERISA, and should be interpreted accordingly.

Article II – Definitions and Construction

2.1. **Definitions.** For purposes of this Plan, the following words and phrases shall have the meanings specified below unless the context plainly requires a different meaning:

- (a) “**Administrator**” means the Adopting Employer or, if an individual or committee is designated as such in the “Plan Name” section of the SEP Adoption Agreement, then such individual or committee.
- (b) “**Adopting Employer**” means the corporation, partnership, sole proprietorship or other entity identified as such in the “Plan Name and Plan Administrator” section of the SEP Adoption Agreement, and any successor thereto.
- (c) “**Affiliate**” means each corporation that is a member of a controlled group (as defined in Code section 414(b)) that includes the Adopting Employer, each trade or business under common control (as defined in Code section 414(c)) that includes the Adopting Employer, each organization that is a member of an affiliated service group (as defined in Code section 414(m)) that includes the Adopting Employer and each entity required to be aggregated with the Adopting Employer under Code section 414(o).
- (d) “**Basic Plan Document**” means this document which sets forth the non-elective provisions of the plan.
- (e) “**Code**” means the Internal Revenue Code of 1986, as amended.
- (f) “**Compensation**”

In General: Compensation shall mean one of the following:

- (i) Information required to be reported under Code sections 6041, 6051 and 6052: (Wages, tips and other Compensation as reported on Form W-2.) Compensation is defined as wages within the meaning of Code section 3401(a) and all other payments of Compensation to an Employee by the employer (in the course of the employer's trade or business) for which the employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).
- (ii) Code section 3401 “Wages”: Compensation is defined as wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the service

performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

- (iii) Code section 415 “Safe-Harbor Compensation”: Compensation is defined as wages, salaries and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the Plan to the extent that the amounts are includable in gross income (including, but not limited to, commissions paid salesman, compensation for services on the basis of a percentage of profits, commissions paid on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in 1.61-2(c) of the Income Tax Regulations)), and excluding the following:

- Employer contributions to a plan of deferred Compensation which are not includable, the Employee's gross income for the taxable year in which contributed, employer contributions under a Simplified Employee Pension Plan or any distributions from a plan of deferred Compensation;
- Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk or forfeiture;
- Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- Other amounts which received special tax benefits, such as premiums for group-term life insurance (only to the extent the premiums are not includable in the gross income of the Employee).
- Self-Employed Individuals. For any Self-Employed Individual covered under the plan, Compensation will mean earned income.

Compensation Included. Compensation shall include only that Compensation which is actually paid or made available to the participant during the year.

Adjustment to Compensation. Except where specifically stated otherwise in this Plan, a participant's Compensation shall include any elective deferral described in Code section 402(g)(3) or any amount that is contributed by the employer at the election of the Employee and that is not includable in the gross income of the Employee under Code sections 125, 132(f)(4) or 457.

Limitation on Compensation. The annual Compensation of each participant taken into account under the Plan shall not exceed \$270,000 for 2017 or \$275,000 for 2018 (may be adjusted for increases in the cost-of-living in accordance with Code section 401(a)(17)(b)). If a Plan determines Compensation on a period of time that contains fewer than 12 calendar months, then the annual Compensation limit is an amount equal to the annual Compensation limit for the calendar year in which the Compensation period begins multiplied by a fraction, the numerator of which is the number of full months in the short Compensation period, and the denominator of which is 12.

- (g) *“Effective Date”* means the date on which the Plan is to be effective, as specified in “Effective Date” section of the SEP Adoption Agreement.
- (h) *“Employee”* means each common-law Employee or leased Employee (if required to be treated as an Employee under Code section 414(n)) of the Adopting Employer or an Affiliate, each Self-Employed Individual with respect to the Adopting Employer or an Affiliate, and any other individual required to be treated as an Employee under the regulations adopted under Code section 414(o).
- (i) *“ERISA”* means the Employee Retirement Income Security Act of 1974, as amended.
- (j) *“Excess Compensation”* means Compensation in excess of the Integration Level.
- (k) *“Integration Level”* means the amount equal to the Taxable Wage Base (TWB) or such lesser amount elected by the Adopting Employer in the SEP Adoption Agreement.
- (l) *“Integration Rate”*
- Integration Level = TWB. If the Integration Level is equal to the TWB, then “Integration Rate” means the greater of (i) 2.7% or (ii) the percentage rate of tax in effect under Code section 3111(a) as of the beginning of the Plan year which is attributable to the old age portion the Old Age, Survivors and Disability Insurance provisions of the Social Security Act minus 3%.
 - Integration Level < TWB. If the Integration Level is less than the TWB, then “Integration Rate” means the percentage determined under the following table where:
- | | |
|------------------------------|----------------------------------|
| If the Integration Level is: | The Maximum Integration Rate is: |
| TWB | 5.7% |
| 80-100% of TWB | 5.4% |
| 20-80% of TWB | 4.3% |
| below 20% of TWB | 5.7% |
- (m) *“SEP Adoption Agreement”* means the separate agreement executed by an individual duly authorized to act on behalf of the Adopting Employer and its Affiliates, which sets forth the options elected with respect to the Plan.
- (n) *“Taxable Wage Base”* means the contribution and benefit base in effect under section 230 of the Social Security Act at the beginning of the Plan year.

2.2. Gender and Number. Where appropriate, pronouns in the Plan stated in the masculine gender include the feminine gender, words in the singular include the plural, and words in the plural include the singular.

2.3. Headings. Headings in the Plan are included solely for the ease of reference and do not bear on the interpretation of the text.

Article III – Participation and Notices

- 3.1. Participation Requirements.** The employer agrees to provide for discretionary contributions in each Plan Year to a traditional IRA to eligible Employees who are (1) at least age 21 or older, (2) performed service for the employer in at least three of the last five years and (3) received at least \$600 in Compensation from the employer for the year 2017 and received at least \$600 in Compensation from the employer for the year 2018. Excludible Employees as defined in Article 3.2, are not eligible to participate in the Plan regardless of age, years of service or Compensation (unless included by the employer on the SEP Adoption Agreement). The employer may use less restrictive participation requirements, but not more restrictive ones.
- 3.2. Excludible Employees.** For the Plan Year, an employee who meets the following conditions may not be eligible to participate in the Plan.
- (a) *Collective Bargaining Employees:* Employees covered by a

union agreement and whose retirement benefits were bargained for in good faith by the Employees' union and the employer.

(b) *Nonresident Aliens:* Nonresident alien Employees who have received no U.S. source wages, salaries or other personal services Compensation from the Employer.

(c) *Service with Predecessor:* Services with a corporation, partnership, sole proprietorship or other entity prior to the date which it becomes an Affiliate may not be credited as service under the Plan for purposes of determining whether an Employee has satisfied the participation requirements.

3.3. Notice of Participation. The Administrator shall provide a written notice to each Employee upon adoption of the Plan and again when such Employee first becomes a participant. Such notice shall include such specific information concerning the terms of the Plan and such general information concerning SEPs and IRAs as is required under regulations adopted under ERISA section 104 and Code section 408(l).

3.4. Notice of Contribution. The Administrator shall provide a written notice to each participant indicating the amount of each contribution made to such participant's IRA under the Plan. Such notice shall be provided no later than the later of (i) 30 days after the contribution is made, or (ii) January 31 following the calendar year for which the contribution is made, and shall include such additional information as may be required under regulations adopted under Code section 408 (l).

3.5. Establishment of IRA. The Administrator shall prescribe a date by which each participant shall be required to establish an IRA to receive contributions under the Plan and, if a participant fails to establish an IRA by the specified date, the Administrator shall establish an IRA on his/her behalf. An IRA established to receive contributions under this Plan must be a model IRA issued by, or a master or prototype IRA approved by, the Internal Revenue Service and, in the case of a participant who has attained age 70 1/2, must accept contributions made under a SEP Plan.

Article IV – Contributions and Allocations

- 4.1. Employer Contributions.** The adopting employer shall determine, in its sole discretion, whether an annual contribution will be made under the Plan for a Plan year and the amount of such contribution. If a contribution is made for a Plan year, it shall be allocated among the participants in the manner specified in “Employer Contribution and Allocation Formula” section of the SEP Adoption Agreement, and the portion allocated to each participant shall be contributed to the IRA established by or on behalf of such participant to receive contributions hereunder.
- 4.2. Participant Contributions.** No participant shall be required or permitted to make a contribution to his/her IRA under the Plan: provided that, this provision shall not prohibit a participant from making a contribution on his/her own behalf, independent of the Plan, to the IRA established to receive contributions under the Plan, if such IRA permits such contributions.
- 4.3. Percentage Contribution Formula.** If the employer has selected the Percentage Contribution Formula in the SEP Adoption Agreement, then employer contributions for each plan year shall be allocated to each participant in the same proportion as such participant's Compensation (not in excess of \$270,000 for 2017 or \$275,000 for 2018, indexed for cost-of-living increases in accordance with section 408(k)(8) of the Code) for the Plan year bears to the total Compensation of all participants for such Plan year.
- 4.4. Integrated Contribution Formula.** If the employer has selected the Integrated Contribution Formula in the SEP Adoption Agreement, then employer contributions for the Plan will be allocated to each participant as follows:

- (a) *Step One*: First, the contribution shall be allocated among the participants in the ratio that each participant's total Compensation bears to the total Compensation of all participants; provided that, no participant shall receive an allocation in this Step One of more than 3% of his/her Compensation.
- (b) *Step Two*: Second, the contribution remaining after the allocation in Step One shall be allocated among the participants in the ratio that each participant's Excess Compensation bears to the total Excess Compensation of all participants; provided that, no participant shall receive an allocation in this Step Two of more than 3% of his/her Excess Compensation. For purposes of this Step Two, in the case of any participant who has exceeded the cumulative disparity limit described below, such participant's total Compensation will be taken into account.
- (c) *Step Three*: Third, the contribution remaining after the allocation in Step Two shall be allocated among the participants in the ratio that the sum of each participant's total Compensation and Excess Compensation bears to the sum of the total Compensation and Excess Compensation of all participants; provided that, no participant shall receive an allocation in this Step Three of more than the amount determined by multiplying the Integration Rate by the sum of his/her Compensation and Excess Compensation. For purposes of this Step Three, in the case of any participant who has exceeded the cumulative permitted disparity limit described below, two times such participant's total Compensation shall be taken into account.
- (d) *Step Four*: Finally, the contribution remaining after the allocation in Step Three shall be allocated among the participant's total contribution bears to the total Compensation of all participants.
- (e) *Annual Permitted Disparity Limit*: Notwithstanding the preceding paragraphs, for any Plan year this Plan benefits any participant who benefits under another Simplified Employee Pension Plan or qualified plan described in Code section 401(a) maintained by the adopting employer that provides for permitted disparity (or imputes disparity), employer contributions will be allocated to each participant's IRA in the ratio that the participant's total Compensation bears to the total Compensation of all participants.
- (f) *Cumulative Permitted Disparity Limit*: Effective for Plan years beginning on or after January 1, 1995, the cumulative permitted disparity limit for a participant is 35 total cumulative permitted disparity years. Total cumulative permitted disparity years means the number of years credited to the participant for allocation or accrual purposes under this Plan or any other Simplified Employee Pension Plan or qualified plan described in Code section 401(a) (whether or not terminated) ever maintained by the adopting employer. For purposes of determining the participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the participant has no cumulative permitted disparity limit.
- 4.5. Flat Dollar Contribution Formula.** If the employer has selected the Flat Dollar Allocation Formula in the SEP Adoption Agreement, then the employer contributions for each Plan year shall be allocated to each participant in the same dollar amount.
- 4.6. Eligibility for Allocation.** Each Employee who satisfies the participant requirements specified in "Participation Requirements" section of the SEP Adoption Agreement will share in an allocation as determined in Section 4.3, 4.4 or 4.5, as applicable.
- 4.7. Limitation on Allocations.** In no event can the amount allocated to each participant's IRA exceed the lesser of 25% of the participant's Compensation or \$54,000 for 2017 or \$55,000 for 2018 (may be adjusted under Code section 415(d)). For purposes of the 25% limitation described in the preceding sentence, a participant's Compensation does not include any elective deferral described in Code section 401(g) (3) or any amount that is contributed by the employer at the election of the Employee that is not includable in the gross income of the Employee under Code sections 125, 132(f)(4) or 457.
- 4.8. Vesting.** A participant shall have a fully vested and non-forfeitable right to all amounts contributed to his/her IRA under the Plan.
- 4.9. Records.** The Administrator shall maintain records to disclose the amount of the contribution allocated to each Participant for each Plan year.
- 4.10. Payment to IRA.** The portion of each annual contribution made under the Plan allocated to each participant shall be paid to the IRA established by him/her or on his/her behalf not later than the time prescribed by law for filing the Federal Income Tax Return (including extensions thereof) of the adopting employer for the taxable year of the adopting employer with or within which ends the Plan year.
- ## Article V – Administration
- 5.1. Administrator.** The Plan shall be administered by the Adopting Employer or, if an individual or committee is designated as the Administrator in the "Plan Name" section of the SEP Adoption Agreement, then such individual or committee.
- 5.2. Administrative Powers.** The Administrator shall have such powers that are not specifically reserved to the Adopting Employer which are appropriate to administer the Plan, including, but not limited to, the power to
- (a) determine all questions arising under the Plan, including the power to determine the rights of an Employee or participant hereunder,
 - (b) construe the terms of the Plan and remedy ambiguities, inconsistencies or omissions,
 - (c) adopt rules of procedure as appropriate for proper administration,
 - (d) enforce the provisions of the Plan and the rules which it adopts,
 - (e) furnish the Adopting Employer and its Affiliates and Employees with such information relating to the Plan as may be required for tax or other purposes and
 - (f) employ agents, attorneys, accountants, actuaries, or other persons as appropriate for proper administration. The Administrator shall have full discretion in the exercise of the powers hereby granted.
- 5.3. Claims Procedure.** The Administrator shall adopt a claims procedure consistent with ERISA to allow any person who believes that he/she is entitled to a benefit under the plan, a reasonable opportunity to be heard.
- 5.4. Information.** The Adopting Employer, each Affiliate, and each Employee shall furnish the Administrator with such data and information as the Administrator deems appropriate for proper administration.
- 5.5. Uniform Rules and Administration.** The Administrator shall administer the Plan on a reasonable and nondiscriminatory basis and shall apply uniform rules to all persons similarly situated.
- ## Article VI – Amendment and Termination
- 6.1. Amendment by Sponsor.** The sponsor reserves the right to amend the Plan prospectively for any reason, or retroactively if necessary to comply with changes to the law, provided that:

- (a) No amendment shall be effective unless the sponsor receives an opinion from the Internal Revenue Service (IRS) that the Plan, as amended, continues to satisfy the requirements of Code section 408(k), and
- (b) If the Plan is converted from a prototype plan to an individually designed plan, the right of the sponsor to amend the Plan shall thereupon lapse.

The Adopting Employer and each Affiliate hereby delegates to the sponsor the power to amend the Plan as specified above.

6.2. Amendment by Adopting Employer. The Adopting Employer and its Affiliates reserve the right to amend the Plan by

- (a) Changing the choice of options in the Adoption Agreement, or
- (b) Adding any model language published by the IRS, if the IRS specifically provides that the adoption of such model language will not cause the Plan to be treated as an individually designed plan.

6.3. Conversion to Individually Designed Plan. The Plan shall be deemed to have been converted from a prototype plan to an individually designed plan if

- (a) An amendment to the Plan is adopted which is not described in section 6.2,
- (b) The Adopting Employer notifies the sponsor in writing of the conversion of Plan from a prototype plan to an individually designed plan,
- (c) The sponsor notifies the Adopting Employer that it will no longer sponsor the Plan as a prototype plan or
- (d) If the Adopting Employer or an Affiliate maintains a qualified defined benefit plan, such plan is terminated.

6.4. Termination. Although the Adopting Employer and its Affiliates intend to maintain the Plan indefinitely, the Plan is entirely voluntary on the part of the Adopting Employer and its Affiliates and the continuation of the Plan and the contributions hereunder should not be construed as a contractual obligation of the Adopting Employer or any Affiliate. Accordingly, the Adopting Employer and its Affiliates reserve the right to terminate the Plan in its entirety at any time or to suspend all contributions hereunder.

6.5. Affiliates. The Employees of the Adopting Employer and all Affiliates shall be eligible to participate in the Plan in accordance with its terms. If a corporation, partnership or sole proprietorship or other entity becomes an Affiliate during a Plan year (other than by reason of a spin-off or similar transaction from the Adopting Employer or another Affiliate), service with such entity prior to the date on which it becomes an Affiliate shall not be credited as service under the Plan unless otherwise specified in the "Employer Information" section of the SEP Adoption Agreement for purposes of determining whether an Employee has satisfied the participation requirements.

Article VII – General Provisions

7.1. Withdrawals from IRA. The right of a participant to share in the allocation of a contribution made under this Plan shall not be conditioned on the retention in his/her IRA of any portion of the amount contributed on his/her behalf, and no prohibition shall be imposed on withdrawals by a participant from his/her IRA.

7.2. Excess Contributions. If the portion of an annual contribution allocated to a participant and contributed to his/her IRA exceeds the maximum permitted under section 4.7, he/she may withdraw such excess prior to the due date for filing his/her Federal Income Tax Return for the year for which the Excess Contribution was made on his/her own behalf independent of the Plan. If a participant does not withdraw the excess, he/she shall be responsible for any excise tax imposed under Code as a result of the Excess Contribution.

7.3. No Employment Rights. The Plan is not a contract of employment, and participation in the Plan does not confer upon any Employee the right to be retained in the employ of the Adopting Employer or any Affiliate.

7.4. Absence of Guarantee. The Adopting Employer and its Affiliates do not in any way guarantee any IRA from loss of depreciation, nor in any way guarantee any payment to any person except as may be required under law.

7.5. Community Property Laws. The terms and conditions of the Plan shall be applied without regard to the community property laws of any State.

7.6. Action by Employers. Any action taken by the Adopting Employer and its Affiliates with respect to the Plan shall be by resolution of its Board of Directors or by an individual who is duly authorized to act on behalf of the Adopting Employer and its Affiliates.

SEP DISCLOSURE INFORMATION

A Simplified Employee Pension, or SEP, is an arrangement through which an employer can make contributions toward its Employees' retirement income without becoming involved in more complex retirement plans. Under a SEP, an employer makes contributions directly to each Employee's Individual Retirement Account or Annuity (IRA). The IRA to which the employer contributes is referred to as a SEP IRA.

An employer who signs a SEP Adoption Agreement is not statutorily required to make any contribution to the SEP IRAs of eligible Employees. However, if any contribution is made, the contributions may not discriminate in favor of highly compensated Employees, as that term is defined in section 414(q) of the Internal Revenue Code ("Code").

In the case of a participant who is not a self-employed individual, his/her gross income reported on Form W-2 will not include the employer's SEP contribution. The employer will provide a statement to the participant that shows the amount of the SEP contribution. In the case of a self-employed individual, a deduction is allowed for SEP contributions. For more specific information in this regard see Question 3. If an eligible Employee makes less than \$600 for 2017 or 2018 (as adjusted under Code section 408 (k)(8)) in the year for which the contribution is made, the employer need not make a SEP contribution for that employee.

The participation requirements that the employer may impose cannot be more restrictive than the law provides, but they can be less restrictive. The law provides that all Employees who are at least 21 years old and have worked for the employer for some period of time (however short) in any three of the immediately preceding five calendar years, are eligible to receive SEP contributions. Certain nonresident aliens, and certain union Employees who have already negotiated with respect to retirement benefits, may be excluded from participation.

This information and the following "Questions and Answers" should provide a basic understanding of what a SEP is and how it

works. An Employee who has unresolved questions concerning SEPs should call the Federal Tax information number, or the IRS toll free number shown in the white pages of the local telephone directory.

The following will represent the account owner/account holder (you, your, my and I). The remaining will apply to the definitions given in the Account Agreement, IRA Disclosure Statement and Custodial Agreement.

1. Q. Who controls my SEP IRA?

- A. You own and control your SEP IRA. Your employer sends SEP contributions to the financial institution in which your IRA is maintained, but SEP contributions become your property when they are deposited in your IRA. However, you may incur a penalty if you withdraw the funds from your IRA earlier than allowed by law without penalty. See Question 10.

2. Q. Must my employer contribute to my IRA under the SEP?

- A. There is no statutory requirement that an employer make or maintain a particular level of contributions and so the contributions are entirely discretionary. If a contribution is made under the SEP, however, it must be allocated to all eligible Employees according to the SEP Adoption Agreement.

3. Q. How do I treat my employer's SEP contribution for my taxes?

- A. The amount your employer contributes for a year is excludable from your gross income to the extent the contribution does not exceed the smaller of \$54,000 for 2017 or \$55,000 for 2018 (may be adjusted under Code section 402(h)(2)(B)) or 25% of your annual Compensation. If you are a self-employed individual, a SEP contribution is allowed as a deduction on your federal Income Tax return, but only to the extent that the contribution does not exceed 25% of your earned income from self-employment (determined after the SEP deduction). Earned income from self-employment is determined after a) contributions to a qualified plan to the extent deductible and b) one half of Self-Employment Tax. Also see Question 12.

4. Q. What information must my employer provide to me with respect to SEP contributions for my taxes?

- A. SEP contributions will not be reflected in your gross income on Form W-2. Your participation in a SEP however, may result in you being classified as an "active participant" in a retirement plan which will limit your ability to make a deductible IRA contribution for the year. If you are an active participant, the checkbox on Form W-2 labeled "retirement plan" will be marked.

5. Q. May I also contribute to an IRA if my employer has signed a SEP agreement?

- A. You may be entitled to make contributions to the SEP IRA to which your employer contributes. Alternatively, you may find it to your advantage to make contributions to an IRA other than the SEP IRA to which your employer contributes. Other IRAs may provide different rates of return or may have different, or more beneficial, terms (such as favorable transfer and withdrawal provisions). If you are an "active participant" in a SEP (or other retirement plan) for a year, you may not be able to deduct an IRA contribution that you make on your own behalf, or your deduction may be limited. Nondeductible contributions, however, are permitted.

6. Q. Can SEP contributions be deposited in any IRA?

- A. SEP contributions may be deposited in any IRA; however, the SEP Adoption Agreement and the IRA into which your SEP contributions are deposited must satisfy all statutory

and regulatory requirements to insure that otherwise proper contributions are deductible. Although there is no requirement that the printed language of SEPs and IRAs be reviewed by the IRS, many of them have been reviewed and the IRS has issued letters as part of the SEP or IRA package the employer or financial institution gives you. The IRS has also issued a model SEP Adoption Agreement and model IRAs that are available for use by the public and the printed language may be relied on as technically sufficient if they are executed without change. If the printed language on the model is reproduced, the reproduction can also be relied on as technically sufficient (even if its derivation from the IRS form is not mentioned). However, in all cases the SEP and the IRA it modifies (whether or not a model) must also be operated and maintained in accordance with their respective terms and current laws and regulations in order to be assured that proper contributions will be tax deductible. Also see Question 7.

7. Q. My spouse and I both have IRAs. Can my employer contribute the SEP contribution to my spouse's IRA?

- A. Although there is not direct prohibition against this, it may result in adverse tax consequences. Your employer's entire contribution may be included in your income for that year. A transaction of this sort could result in complex tax consequences requiring professional advice.

8. Q. What happens if I don't want a SEP IRA?

- A. Your employer may require that you become a participant in such an arrangement as a condition of employment. However, if the employer does not require all eligible Employees to become participants and an eligible Employee elects not to participate for a particular year, all other Employees of the same employer will be prohibited from receiving a SEP IRA contribution from that employer for that year. If one or more eligible Employees do not participate and the employer attempts to make a SEP IRA contribution for the remaining Employees, the resulting arrangement may have adverse tax consequences to the participating Employees.

9. Q. Can I move funds from my SEP IRA to another tax-sheltered IRA?

- A. You may find it to your advantage to move contributions made to your SEP IRA to another IRA. Other IRAs may provide different rates of return, or may have different or more beneficial terms (such as favorable transfer and withdrawal provisions). Depending on the contractual terms of the IRA to which your employer contributes, you may be able to move your funds to another IRA. Even if contractually permitted, for tax purposes there are only two permissible ways for you to move funds from the SEP IRA to another IRA. First, it is permissible for you to withdraw or receive funds from your SEP IRA and, no more than 60 days later, place such funds in another IRA or SEP IRA. This is called a "rollover" and may not be done without penalty more frequently than at one year intervals. Second, you may be able to arrange for a direct transfer of funds between trustees. There are no restrictions on the number of times you may make "transfers" if you arrange to have such funds transferred directly between trustees, so that you never have possession.

10. Q. What happens if I withdraw my Employer's SEP contribution from my IRA?

- A. If you don't want to leave the employer's SEP contribution in your IRA you may withdraw it at any time, but any amount withdrawn (and not "rolled-over") is includable in your income. Also, if withdrawals occur before you reach age 59 1/2, and are not on account of death or disability,

you may be subject to the imposition of an extra penalty. Also see Questions 4 and 12.

11. Q. May I participate in a SEP even though I'm covered by another plan?

A. Yes. You can participate in a SEP (other than a model SEP) even though you participate in another plan of the same employer. However, the combined contribution limits are subject to certain limitations described in section 415 of the Internal Revenue Code. Also, if you work for several employers, you may be covered by the SEP of one employer and a pension or profit-sharing plan of another employer. Also see Questions 12 and 13.

12. Q. What happens if too much is contributed to my SEP IRA in any one year?

A. Any contribution that is more than the yearly limitations may be withdrawn without penalty by the due date (plus extensions) for filing your tax return (normally April 15th), but is includable in your gross income. Excess contributions left in your SEP IRA account after that time may have adverse tax consequences. Withdrawals of those contributions may be taxed as premature withdrawals.

13. Q. Do I need to file any additional forms with IRS because I participate in a SEP?

A. No.

14. Q. Is my employer required to provide me with information about SEP IRAs and the SEP Agreement?

A. Yes. Your employer or plan Administrator must provide you with the following information:

- (a) At the time you become eligible to participate in the SEP, your employer or plan Administrator must inform you in writing that a SEP Adoption Agreement has been adopted and state which Employees must participate, how employer contributions are allocated and who can provide you with a copy of the SEP document.
- (b) Your employer or plan Administrator must inform you in writing of all employer contributions to your SEP IRA (this information must be supplied by January 31st of the year following the year that contribution is made, or 30 days after the contribution is made, whichever is later).
- (c) If your employer amends the SEP, or replaces it with another SEP, the employer or plan Administrator must furnish a copy of the amendments or new SEP (with a clear written explanation of its terms and effects) to each participant within 30 days of the date the SEP or amendment becomes effective.

(d) If your employer selects or recommends the IRAs into which the SEP contribution will be deposited (or substantially influences you or other Employees to choose them), your employer or plan Administrator must ensure that a clear written explanation of the terms of those IRAs is provided at the time each Employee becomes eligible to participate. The explanation must include information about the terms of those IRAs, such as rates of return, and any restrictions on a participant's ability to "rollover," transfer, or withdraw funds from the IRAs (including restrictions that allow rollovers or withdrawals but reduce earnings of the IRAs or impose other penalties).

(e) If your employer selects, recommends or substantially influences you to choose a specific IRA and the IRA prohibits the withdrawal of funds, your employer or plan Administrator may be required to provide you additional information. Regulations promulgated by the Department of Labor under Title I of ERISA, should be consulted in this regard.

15. Q. Is the financial institution where I establish my IRA also required to provide me with information?

A. Yes, it must provide you with a disclosure statement which contains the following items of information in plain, nontechnical language:

- (a) the statutory requirements which relate to your IRA;
- (b) the tax consequences which follow the exercise of various options and what those options are;
- (c) participation eligibility rules, and rules on deductions for retirement savings;
- (d) the circumstances and procedures under which you may revoke your IRA, including the name, address and telephone number of the person designated to receive your notice of revocation (this explanation must be prominently displayed at the beginning of the disclosure statement);
- (e) explanations of when penalties may be assessed against you because of specified prohibited or penalized activities concerning your IRA; and
- (f) financial disclosure information which describes the sales commissions which will be charged and the method for determining the amount of money which will be available to you at any period of time. Due to numerous modes of investments that you may choose, neither a guaranteed return nor a projected amount can be practically furnished.

See IRS Publications 560 and 590 available at any IRS office for a more complete explanation of the disclosure statement requirements. In addition to this disclosure statement, the financial institution is required to provide you with a financial statement each year. It may be necessary to retain and refer to statements for more than one year in order to evaluate the investment performance of the IRA.

IRS Opinion Letter

The Edward Jones & Company Self-Directed Prototype SEP IRA has been approved as to form by the IRS. This approval means only that the IRS has checked that the plan meets the minimum requirements of the tax laws. It is not a guarantee that this is a good or safe plan. The IRS does not make financial evaluations of IRA plans. Additional information can be obtained from any district office of the IRS. A copy of the IRS opinion letter is reproduced below:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, DC 20224

Prototype SEP 002
FFN:50482070000-002 Case:200500849 EIN:43-0345811
Letter Serial No: K410570c

EDWARD D. JONES
201 PROGRESS PARKWAY
MARYLAND HEIGHTS, MO 63043

Contact Person:
Ms. Arrington 50-00197
Telephone: (202) 283-8811
In Reference to: T:EP:RA:T3
Date: 05/05/2005

Dear Applicant:

In our opinion, the amendment to the form of your Simplified Employee Pension (SEP) arrangement does not adversely affect its acceptability under section 408(k) of the Internal Revenue Code. This SEP arrangement is approved for use only in conjunction with an Individual Retirement Arrangement (IRA) which meets the requirements of Code section 408 and has received a favorable opinion letter, or a model IRA (Forms 5305 and 5305-A).

Employers who adopt this approved plan will be considered to have a retirement savings program that satisfies the requirements of Code section 408 provided that it is used in conjunction with an approved IRA. Please provide a copy of this letter to each adopting employer.

Code section 408(l) and related regulations require that employers who adopt this SEP arrangement furnish employees in writing certain information about this SEP arrangement and annual reports of savings program transactions.

Your program may have to be amended to include or revise provisions in order to comply with future changes in the law or regulations.

If you have any questions concerning IRS processing of this case, call us at the above telephone number. Please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter. Please provide those adopting this plan with your phone number, and advise them to contact your office if they have any questions about the operations of this plan.

You should keep this letter as a permanent record. Please notify us if you terminate the form of this plan.

Sincerely yours,

Mark F. O'Donnell
Director
Employee Plans Rulings & Agreements

This page is intentionally left blank.