

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.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.
 - (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, certain differential wage payments received while performing active-duty military service, taxable stipends and non-tuition fellowship payments received for graduate and postdoctoral study, and certain nontaxable combat pay. Compensation also includes amounts received under a divorce decree or separation agreement executed on or before December 31, 2018, such as alimony or separate maintenance payments. Compensation does not include amounts received under a divorce decree or separation agreement executed after December 31, 2018, 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 you 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.
- (f) *Repayments of Certain Distributions.* Certain distributions (e.g., distributions made on account of qualified birth or adoption, qualified reservist/active duty, terminal illness, domestic abuse, personal emergency) from your IRA may be repaid to the IRA in accordance with IRS rules without affecting the annual contribution limit described in Section 1(a) above. Please reference IRS Publications 590-A and 590-B for more information.
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.

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 receive difficulty of care payments (such as payments received by home health care workers or foster parents), you may increase your nondeductible contribution limit by some or all of the amount of difficulty of care payments received. 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 roll over 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 roll over the same dollars or assets only once every 12 months.
- (c) *Employer-sponsored Retirement Plan to Traditional IRA Rollovers.* You may roll over, 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 roll over 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 roll over 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 roll over 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 roll over (i.e., convert) all or any portion of your existing traditional IRAs into your Roth IRAs. However, if you are age 73 or older (or 72 or older if you reached 72 before January 1, 2023, or 70½ or older if you reached 70½ before January 1, 2020), 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 roll over 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 roll over 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 roll over 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. Instruction for the recharacterization must be given to the Custodian and any other trustee or custodian involved in the transaction. The deadline for completing a recharacterization of a contribution 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. 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. To the extent you have made nondeductible contributions to an IRA, you may need to file IRS Form 8606. Pursuant to IRS regulations, you may not recharacterize a conversion.

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, (x) the timely withdrawal of an excess contribution, (xi) terminal illness, (xii) qualifying birth or adoption of a child (up to \$5,000 per birth or adoption), (xiii) qualified reservist distribution, (xiv) qualified disaster recovery distribution (up to \$22,000 per disaster), (xv) certain cases of domestic abuse (up to the lesser of \$10,000 or 50% of account), or (xvi) emergency personal expenses (up to the lesser of \$1,000 or value of account). 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 73 (72 if you reached 72 before January 1, 2023 or 70½ if you reached 70½ before January 1, 2020) 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 25% is imposed on the amount of any RMD that should have been distributed but was not distributed on time (i.e., the excess accumulation). The excise tax may be reduced to 10% of the excess accumulation if you correct the shortfall during the applicable correction window. 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 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 may lose its tax-exempt status, depending on whether the prohibited transaction is caused by you, your beneficiary or another disqualified person (including your fiduciary and certain members of your family).

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 or your beneficiary engage in a prohibited transaction with your IRA, your IRA will lose its tax-exempt status and you (or your beneficiary) must include the entire fair market value of the IRA as of January 1 of the year in which the prohibited transaction occurs in your gross income for that taxable year. You also may be subject to excise taxes and if you are under age 59½, the 10% penalty tax on early distributions may also apply.

If a disqualified person other than or your beneficiary engage in a prohibited transaction with your IRA, your IRA will not lose its tax-exempt status, but that person may be liable for certain excise taxes on the amount of the prohibited transaction.

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 roll over 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 allocated 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-B 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-A, Contributions to Individual Retirement Arrangements (IRAs), Publication 590-B, Distributions from 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 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 [edwardjones.com/disclosures](https://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.

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:E:EP:RQ:2:7 Date: 8 0 MAY 1985
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 -

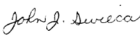
Edward D. Jones & Co.

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:E: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