

INSTRUCTIONS FOR OPENING A SIMPLE IRA AT MAINSTAR TRUST

Complete all REQUIRED and applicable OPTIONAL items, type or print legibly.

Note: Mainstar Trust will not setup new accounts if required information is not provided.

Mainstar Trust recommends that accountholders review eligibility requirements with tax advisor or financial representative.

Review the SIMPLE Account Agreement including Disclosures.

Required

Pay: One time Setup Fee and Annual Account Fee - Check payable to Mainstar Trust

Required

Note: Fees are not pro-rated

Complete and return the SIMPLE IRA Simplifier (3 page application).

Required

If you are opening a new SIMPLE, contact Customer Service for Plan Level Document

Section 1 Plan Participant Information

Name & Physical Address	Required	Home Phone Number	Optional
Social Security Number	Required	Daytime Phone Number	Required
Date of Birth	Required	Fax Number	Optional
E-Mail Address (for electronic statements)	Required		

A physical address (not P.O. Box) is required to open an account. If a different address is to be used for mailing, attach the mailing address on a separate sheet of paper.

Section 2 Custodian Information: INTERNAL USE ONLY

Section 3 Employer Information

Employer Name & Physical Address	Required	Employer Phone Number	Optional
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Section 4 Contribution Information

Enter the dollar amount of your contribution in Contribution Amount	Optional
Enter the tax year for which the contribution is being made	Optional
Check the box of the type of contribution that will fund your account	Optional

Section 5 Statement Option

Check the frequency that you wish to receive a statement. If no box is checked, statements will default to be quarterly electronic. An email address is **required** for electronic statement delivery. An annual paper statement will be sent if the email address is incorrect or invalid.

Section 6 Invoice Option

Check the billing option you prefer. If no option is marked, your account will be charged.

Section 7 Beneficiary Designation

Name & Address	Required	Date of Birth	Required
Social Security Number	Required	Relationship	Required
Primary or Contingent	Required	Share %	Required
		(Enter in % form, must total 100% for Primary and 100% for Contingent)	
If Beneficiary is a Trust	Required	First, last & signature page of Trust	Required

Section 8 Designation of Representative - (Complete ONLY if designating a Representative)

Optional

Accountholder marks if additional authority is granted to the representative.
Representative signs form acknowledging the authorization given by the accountholder.

Representative Name & Address	Required
Broker Dealer Name	Optional
Representative Phone Number	Required
Representative Fax Number	Optional
Representative E-Mail Address	Required
Representative Signature	Required

Section 9 Spousal Consent

Check the appropriate box. **Required**

If the accountholder is married but does not name the spouse as the sole primary beneficiary the spouse must sign this section.

Section 10 Signatures

The accountholder must sign in the SIMPLE IRA Plan Participant field. **Required**

Customer Identification Program - Mainstar Trust must verify the identity of all new accountholders and we may contact the accountholder directly to verify information such as name, address, date of birth, and social security number.

Please return all forms to Mainstar Trust via email (customerservice@mainstartrust.com), fax (913-901-4190), or mail to address on Simplifier.

PART 1. SIMPLE IRA PLAN PARTICIPANT

Name (First/MI/Last) _____
Address Line 1 _____
Address Line 2 _____
City/State/ZIP _____
Email Address _____
Social Security Number _____
Date of Birth _____
Home Phone Number _____
Daytime Phone Number _____
Fax Number _____

PART 2. SIMPLE IRA CUSTODIAN

Name **Mainstar Trust**
Address Line 1 **214 W 9th St**
Address Line 2 **PO Box 420**
City/State/ZIP **Onaga, KS 66521-0420**
Phone **785-889-4213**
IRA Account Number _____
(For Internal Use Only)

PART 3. EMPLOYER INFORMATION

Complete the employer information below unless this is a transfer SIMPLE IRA.

Employer Name _____ Address _____
Phone _____ City/State/ZIP _____

PART 4. CONTRIBUTION INFORMATION

Contribution Amount _____ Contribution Date _____

CONTRIBUTION TYPE (Select one)

- SIMPLE Contribution** (Includes salary deferral and employer contributions; SIMPLE contributions are reported for the year in which the contribution is made)
- Rollover** (Distribution from a SIMPLE IRA, Traditional IRA, or eligible employer-sponsored retirement plan that is being deposited into this SIMPLE IRA)
By selecting this transaction, I irrevocably designate this contribution as a rollover.
- Transfer** (Direct movement of assets from a SIMPLE IRA or a Traditional IRA into this SIMPLE IRA)

PART 5. STATEMENT OPTION

- Quarterly Electronic Statement Only (must provide email address above) Annual Paper Statement
 Quarterly Paper Statement Monthly Paper Statement

If no box is marked, your statements will be electronic until you give further direction to the Custodian. Additional fees will be assessed for paper statements. Please refer to the Fee Disclosure for a list of all applicable fees. Accountholders selecting electronic statements will not receive paper transaction advices.

PART 6. INVOICE OPTION

- Charge Account (Default) Bill me

If no box is marked, your account will be charged.

REQUIRED

One time setup fee and annual account fee to be included with Simplifier.

Make check payable to Mainstar Trust.

Name of SIMPLE IRA Plan Participant _____, Account Number _____

PART 7. BENEFICIARY DESIGNATION

I designate that upon my death, the assets in this account be paid to the beneficiaries named below. The interest of any beneficiary who predeceases me terminates completely, and the percentage share of any remaining beneficiaries will be increased on a pro rata basis. If you indicate a Per Stirpes beneficiary designation for one of your primary beneficiaries, Mainstar Trust will rely on instruction from the executor of your estate regarding the identity of the heirs per stirpes. If no beneficiaries are named, my estate will be my beneficiary. *(The total percentage designated must equal 100%. If no distribution percentages are indicated, the beneficiaries will be deemed to share equally.)*

I elect not to designate beneficiaries at this time and understand that I may designate beneficiaries at a later date.

PRIMARY BENEFICIARIES

Name _____

Name _____

Address _____

Address _____

City/State/ZIP _____

City/State/ZIP _____

Date of Birth _____ Relationship _____

Date of Birth _____ Relationship _____

Tax ID (SSN/TIN) _____ Percent Designated _____

Tax ID (SSN/TIN) _____ Percent Designated _____

CONTINGENT BENEFICIARIES *(Optional) (The balance in the account will be payable to these beneficiaries if all primary beneficiaries have predeceased the SIMPLE IRA plan participant.)*

Name _____

Name _____

Address _____

Address _____

City/State/ZIP _____

City/State/ZIP _____

Date of Birth _____ Relationship _____

Date of Birth _____ Relationship _____

Tax ID (SSN/TIN) _____ Percent Designated _____

Tax ID (SSN/TIN) _____ Percent Designated _____

Check here if additional beneficiaries are listed on an attached addendum. Total number of addenda attached _____

PART 8. DESIGNATION OF REPRESENTATIVE (Optional)

YOUR REPRESENTATIVE

Name _____

Address _____

City/State/ZIP _____

Phone Number _____ Fax Number _____

Email Address _____

BROKER DEALER or RIA AFFILIATION *(if any)*

Name _____

If my Representative is affiliated with a BD or RIA firm and to assist the BD or RIA firm with its supervisory responsibilities, the Custodian may make available my account information to my Representative's respective BD or RIA.

If my Representative changes firms, BD, or RIA affiliations, my Representative will continue to have the same authority on my account. It is my Representative's responsibility to notify both the Custodian and me of any change in my Representative's firm, BD, or RIA affiliation. My Representative also must notify the asset companies and the Custodian of and complete the necessary BD or RIA documents to change his/her firm, BD, or RIA.

Your Representative (and his/her BD or RIA firm) will be allowed access to online account statements and other information. The Custodian may furnish account information to your Representative (and his/her BD or RIA firm) electronically via a delivery method of the Custodian's choice in its sole discretion.

If you wish to grant additional authority you must check the box below.

My Representative is authorized to buy, sell, deliver and/or settle trades of any assets in accordance with the terms and conditions of the Custodian upon the written direction of my Representative. The Custodian has the right to rely on any representations and/or warranties made by my Representative in connection with a sale or purchase on behalf of my account, including but not limited to, representations with regard to prohibited transactions and suitability requirements.

REPRESENTATIVE ACCEPTANCE

I agree to accept the designation of "Representative" for this account and all the duties and responsibilities arising from that designation. I have access to the Individual Retirement Account Application, Plan Agreement, Financial Disclosure, Privacy Notice, Summary of Account Holder Responsibilities, and Fee Disclosure. I agree to be bound by the terms of these documents. I understand that if I change firms, BD or RIA affiliations, it is my responsibility to notify the Custodian and the asset companies and to complete the necessary documentation to change my affiliation. I understand that I will not receive activity, cash, statements or transaction reports via hard copy/paper. Electronic access will be denied if the email address is incorrect or invalid.

X

Authorized Representative Signature _____

Date (mm/dd/yyyy) _____

Name of SIMPLE IRA Plan Participant _____, Account Number _____

PART 9. SPOUSAL CONSENT

CURRENT MARITAL STATUS

- I Am Not Married** – I understand that if I become married in the future, I should complete a new IRA Designation of Beneficiary form.
- I Am Married** – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

The following Consent of Spouse must be completed if you are married and do not name your spouse as the sole primary beneficiary. This applies to residents of all states, not just the community or marital property states. Due to the important tax consequences of giving up one's property interest, individuals signing this section should consult with a competent tax or legal advisor.

CONSENT OF SPOUSE

I am the spouse of the above-named SIMPLE IRA plan participant. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this SIMPLE IRA, I have been advised to see a tax professional.

I hereby give the SIMPLE IRA plan participant any interest I have in the funds or property deposited in this SIMPLE IRA, now or hereafter, and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

X

Signature of Spouse

Date (mm/dd/yyyy)

PART 10. SIGNATURES

Important: Please read before signing.

I understand the eligibility requirements for the type of SIMPLE IRA contribution I am making and I state that I do qualify to make the contribution. I have received a copy of the SIMPLE Individual Retirement Account Application, the 5305-SA SIMPLE Individual Retirement Custodial Account Plan Agreement, the Financial Disclosure, the Disclosure Statement, the Privacy Notice, the Summary of Accountholder Responsibilities, and the Fee Disclosure ("Documents"). I have read and understand that the terms and conditions of this SIMPLE IRA account are held within these Documents. By signing below, I agree to be bound by the terms and conditions of these Documents. Within seven (7) days from the date I open this SIMPLE IRA I may revoke it without penalty by mailing or delivering a written notice to the Custodian.

I assume complete responsibility for

- determining that I am eligible for a SIMPLE IRA each year I make a contribution;
- insuring that all contributions I make are within the limits set forth by the tax laws; and
- the tax consequences of any contribution (including rollover contributions) and distributions.

I recognize that the products purchased and/or held within this account are

- not insured by the FDIC;
- not a deposit or other obligation of, or guaranteed by, Mainstar Trust;
- subject to investment risks, including possible loss of the principal amount invested.

This Agreement and the exhibits and disclosures referenced herein contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings between the parties, whether written or oral, with respect thereto. I hereby acknowledge and agree that I have not relied on any representation, assertion, guarantee, warranty, other contract or other assurance, except as set forth herein, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. This Agreement may only be amended by a written document duly executed by all parties.

X

SIMPLE IRA Plan Participant

Date (mm/dd/yyyy)

X

Authorized Signature of Custodian

Date (mm/dd/yyyy)

SIMPLE INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-SA under section 408(p) of the Internal Revenue Code.

FORM (Rev. April 2017)

The participant named on the application is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named on the application has given the participant the disclosure statement required by Regulations section 1.408-6.

The participant and the custodian make the following agreement:

ARTICLE I

The custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant and, after the two-year period of participation defined in section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in section 402(c)(8)(B)) other than a Roth IRA or a designated Roth account. No other contributions will be accepted by the custodian.

ARTICLE II

The participant'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 the participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the custodial account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
 - (a) A single sum or
 - (b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the participant'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 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

- (ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by one for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by one for each subsequent year.
- (b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below:
 - (i) the remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (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 paragraph (ii) below if there is no such designated beneficiary.
 - (ii) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.
4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the account.
 5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - (a) the required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant'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 required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.

- (b) the required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant 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 required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The participant agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
3. The custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

ARTICLE VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) 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 regulations. Other amendments may be made with the consent of the persons whose signatures appear on the application.

ARTICLE VIII

- 8.01 **Definitions** – In this part of this agreement (Article VIII), the words “you” and “your” mean the Participant, the words “we,” “us,” and “our” mean the custodian, the word “Code” or “IRC” means the Internal Revenue Code, “regulations” means the Treasury regulations and the word “Account Representative” or “Representative” means any individual you have delegated his or her investment responsibilities to under Section 8.06.
- 8.02 **Notices and Change of Address** – Any required notice regarding this SIMPLE IRA will be considered effective when we send it to the intended recipient at the last address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 8.03 **Representations and Responsibilities** – You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you or your Account Representative give us, or action you or your Account Representative take will be proper under this Agreement and that we are entitled to rely upon any such information or directions. You acknowledge that we are under no obligation to determine what actions or documentation may be

necessary or appropriate with respect to any transaction requested by you or your Account Representative, and that we need only obtain those documents specified by you or your Account Representative in any authorization (i.e. purchase or sale authorization). We will have no duty to confirm or ascertain that any such document or instrument obtained in connection with any transaction is genuine or authentic, or that it has been properly or correctly executed or entered into by any purported party thereto.

Upon receipt of any report or statement, you must inform us in writing if you believe any information on the report/statement is incorrect within 30 days after the report/statement is sent. If you do not so inform us, then we shall be relieved from all liability regarding the status of your account as stated in the report/statement.

We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments, damages or expenses you incur in connection with your SIMPLE IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. The Custodian agrees to submit reports to the Internal Revenue Service and the Participant prescribed by the Internal Revenue Service. You agree to prepare and provide to us Form 990-T, if required. We are responsible for filing Form 990-T with the IRS once you have provided it to us.

- 8.04 **Disclosure of Account Information** – We may use agents and/or subcontractors to assist in administering your SIMPLE IRA. We may release nonpublic personal information regarding your SIMPLE IRA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.
- 8.05 **Service Fees** – We have the right to charge an annual service fee or other designated fees (e.g. a transfer, rollover or termination fee, etc.) for maintaining your SIMPLE IRA. We may also charge additional fees for complex transactions requiring extraordinary time and attention from our staff. In addition, we have the right to be reimbursed for all reasonable expenses, including various transaction and legal expenses, we incur in connection with the administration of your SIMPLE IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your SIMPLE IRA at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective. Any brokerage commissions attributable to the assets in your SIMPLE IRA will be charged to your SIMPLE IRA. You cannot reimburse your SIMPLE IRA for these commissions or any Service Fees paid from your SIMPLE IRA.

Fees are billed quarterly and will be automatically deducted from available cash or Custodian may charge to your credit card (Visa or MasterCard), if authorized. Rejected credit card charges are subject to a \$25 reprocessing fee. If payment is not received within thirty (30) days from the due date reflected on your invoice, a \$15 Late Fee will be assessed to your account and a Past Due Notice will be mailed. Should fees not be collected we have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees charged against the account are fully paid. Additionally we may liquidate assets from the account, without notice, for any outstanding fee which has not been paid. We may, at our discretion, liquidate sufficient assets to cover outstanding fees plus one year's estimated fees, including termination fees. Due to the nature of certain investments a partial liquidation may not be possible. In such cases we may liquidate your

entire holdings in the investment. Upon receipt, proceeds will be first applied to outstanding fees. Remaining balances, if any, will be placed into your account and deposited in an account as described in paragraph 5 of 8.06 (a).

In the event that fees are not paid within thirty (30) days after mailing the Past Due Notice we will begin the process of closing your account. Any asset distributed directly to you as a part of closing your account will be reported to the IRS on Form 1099-R and may subject you to possible taxes and penalties. Accounts with past due fees, unfunded accounts and accounts with zero value will continue to incur administration and maintenance fees until such time as you notify us in writing (on a form prescribed by us) of your intent to close the account or we resign as custodian. You will be liable for all past due fees, re-registration fees, late fees and account termination fees. In the event of nonpayment we may employ a collection agency to recover any unpaid fees or expenses.

The Custodian is entitled to receive, from the assets held in your Account, a fee equal in amount to all the income that is generated from any Undirected Cash (defined as any cash in your Account not invested pursuant to a specific investment direction by you, the Accountholder) which is held by Custodian in an account or product of an FDIC, NCUSIF or other United States government insured financial institution, (including, but not limited to Fidelity Bank (Wichita KS)), United States government security, or security that is insured or guaranteed by the United States government (Custodial Fee). You agree that the Custodial Fee may be retained by Custodian as compensation for the services provided by Custodian. The Custodial Fee is associated with cash management activities, including, but not limited to, account maintenance, depository bank selection, transaction processing, sub-accounting, recordkeeping, and other services performed under the terms of this Agreement and your Account Application.

We may also receive compensation in the form of shareholder servicing fees, sub-transfer agency fees, and other types of fees paid by certain mutual funds or their affiliates in consideration of services we provide to them, e.g., purchase and redemption of shares and participant-level recordkeeping. This compensation is paid to us pursuant to service agreements between the funds and us. Under no circumstances will you be responsible for the payment of this compensation to us, nor will you be entitled to any offsets or credits to the service fees and expenses you owe to us by reason of our having received this compensation. The compensation paid to us is based either on a set fee per investor or on a percentage of the average daily net asset value of shares invested in the fund.

8.06 Investment of Amounts in the SIMPLE IRA –

a. **Direction of Investment.** You acknowledge that it is your sole responsibility to direct the investment of your SIMPLE IRA assets and that we, acting as custodian of your account, will have no responsibility or involvement in evaluating or selecting any assets for acquisition or disposition, and shall have no liability for any loss or damage that may result from or be associated with any requested investment transaction. You shall direct all investment transactions, including earnings and the proceeds from securities sales. Your investment choices are limited to investments that the Custodian is capable of holding in the ordinary course of its business and in accordance with its policies and practices.

At our sole discretion, we reserve the right to not accept any investment into your custodial account. Certain types of investments may pose unacceptable administrative burdens to us, and therefore, we reserve the right to not accept such investments into your custodial account. Administrative burdens include, but are not limited to, the inability of our

computer, accounting, or other systems to service the asset or excessive manual labor to service the asset. In addition, all assets must comply with Trust Company policies. We reserve the right to review any or all investments to determine if the asset is administratively feasible to us. Our review will be solely administrative in nature. Our decision to not accept an asset should in no way be construed as a determination concerning the prudence or suitability of the investment for your SIMPLE IRA. Likewise, acceptance of the asset by us should not be construed as a favorable opinion as to the prudence or suitability of the investment for your SIMPLE IRA. Our review of any asset you desire to purchase and hold in your custodial account should in no way be construed as a “due diligence” review. We do not perform any type of feasibility study, nor do we research or confirm any financial information regarding any investment.

You and upon your death, your Beneficiary agree to indemnify and hold harmless the Custodian from and against all losses, expenses, settlement payments, or judgements incurred by, or entered against the Custodian as the result of any threatened or asserted claim against the Custodian that pertains in any way to: the Custodian’s activities with you; your investments; and/or any situation or matter associated with this account. Your indemnification obligations also include the responsibility to reimburse the Custodian for all attorneys’ fees and costs incurred by the Custodian in: responding to threatened claims by any party; defending (including an appeal) against asserted claims by any party; and/or prosecuting (including an appeal) a claim or counterclaim against you requesting payment of the indemnification obligation set forth herein. Your indemnification obligation applies to any threatened or asserted claim against us including specifically, a claim that is threatened or asserted by you against us. Your indemnification obligation hereunder also applies to any threatened or asserted claims brought by you against us resulting from wrongful conduct by any representative appointed by you including, but not limited to, fraud, forgery or any other illegal act engaged in by your representative or other agent retained by you.

You agree to indemnify and hold us harmless from and against any and all claims, liabilities, causes of action, losses and expenses (including, without limitation, any court costs, attorney’s fees and other expenses) asserted against or incurred by us as a result of, or in any way relating to, any action requested or directed by you or your Account Representative.

In the absence of instructions from you or if your instructions are not in a form acceptable to us, the Custodian shall hold your Undirected Cash in an account or product of an FDIC, NCUSIF or other United States government insured financial institution (including but not limited to Fidelity Bank (Wichita KS)), United States government security, or security that is insured or guaranteed by the United States government, unless or otherwise directed by you. The account is insured for up to the amount available under the FDIC/NCUSIF insurance; amounts in the account in excess of FDIC/NCUSIF insurance limits are not insured.

Directions regarding your account must be in writing from either you or your designated representative. In the event that we receive written investment directions from either you or your designated representative, we may rely on the genuineness of all signatures and shall be under no duty to investigate any directions or investment decisions. You authorize us to honor original and fax copies of requests from you or the representative you have appointed. We shall be under no duty to investigate the genuineness of the signatures, but may employ any means of verification we wish if we elect to pursue verification.

Custodian shall be under no obligation or duty to secure, verify title to or otherwise evaluate the assets underlying any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any such assets or investments or the collateral for such investment. The Custodian shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Further, Custodian is not providing legal or tax services or advice with respect to the investment and the undersigned absolves and indemnifies Custodian in the event that the investment or sale of assets pursuant to any investment directions violates any federal or state law or regulation or otherwise results in a disqualification, penalty or tax imposed upon the SIMPLE IRA, Custodian or the undersigned. Furthermore, the undersigned authorizes and directs Custodian to execute and deliver, on behalf of his or her SIMPLE IRA, any and all documents delivered to Custodian in connection with such investment; and Custodian shall have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with the above investment direction.

All transactions shall be subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed and to our policies and practices.

After your death, your beneficiary(ies) shall have the right to direct the investment of your SIMPLE IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 8.03).

- b. **Our Investment Powers and Duties** – We shall have no discretion to direct any investment in your SIMPLE IRA. We assume no responsibility for rendering investment advice with respect to your SIMPLE IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your SIMPLE IRA. We shall exercise the voting rights and other shareholder rights with respect to securities in your SIMPLE IRA but only in accordance with the instructions you give to us.

We, in no way, guarantee the account from loss or depreciation. Our liability to make any payment from the account is at all times limited to the then available assets of the account.

Except to the extent, if any, that may be required by applicable law, we shall have no duty or obligation to monitor or make you or your Account Representative aware of the receipt or non-receipt of any funds payable to your account with respect to any assets in such account (e.g., dividends, interest or other distributions) or to provide you with any other information or documentation (other than pleadings, orders or official notices arising from any judicial proceeding) that we may receive or become aware of with respect to such assets. (For example, and not by way of limitation, we shall have no obligation or duty to provide you with any information or documentation with respect to tender offers from 3rd parties, or that have not been registered with the Securities and Exchange Commission.) We shall have no duty to undertake any action with respect to the collection or enforcement of any payments or rights relating to such assets (including, without limitation, any participation in any bankruptcy proceedings, receivership proceedings, foreclosures

or other litigation, or the perfection or enforcement of any lien or other rights with respect to such assets) without receiving prior instruction from you, accompanied by such undertaking of indemnification as we may request to assure us that we will be fully reimbursed and protected with respect thereto. Without limitation on the foregoing, we may however, if we so elect, advised by counsel if deemed appropriate, respond and participate in any such bankruptcy proceeding, receivership proceedings, or other litigation to which we or your account may have been made a party, and in such case we shall be fully indemnified and protected by you for any action taken by us in good faith. We shall be entitled to seek the advice of legal counsel in connection with any matter relating to your account or any assets, and may in good faith rely and act upon such advice.

- c. **Delegation of Investment Responsibility** – We may, but are not required to, permit you to delegate your investment responsibility for your SIMPLE IRA to another party acceptable to us by giving written notice of your delegation in a format we prescribe. We shall follow the direction of any such party who is properly appointed and we shall be under no duty to review or question, nor shall we be responsible for, any of that party's directions, actions or failures to act. We have the right to rely on any representations and/or warranties made by your Account Representative in connection with any sale or purchase on behalf of your account, including but not limited to representations with regard to prohibited transactions and suitability requirements.

Said Representative may be a registered representative of a broker/dealer organization, a financial advisor or any other person as may be acceptable to you. The Representative shall be your authorized agent and is not the agent of the Custodian. We shall construe all investment directions given by your representative, whether written or oral, as having been authorized by you. You may appoint and/or remove your representative by written notice to the Custodian provided that the removal of Representative shall not have the effect of canceling any notice, instruction, direction or approval received by the Custodian from the removed Representative before the Custodian received said notice of removal from you.

- 8.07 **Beneficiaries** – If you die before you receive all of the amounts in your SIMPLE IRA, payments from your SIMPLE IRA will be made to your beneficiaries. We have no obligation to pay to your beneficiaries until such time we are notified of your death by receiving a valid death certificate.

You may designate one or more persons or entities as beneficiary of your SIMPLE IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation you file with us will cancel all previous designations. The consent of your beneficiaries will not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary survives you, the contingent beneficiaries will acquire the designated share of your SIMPLE IRA. If you do not designate a beneficiary or if all of your primary and contingent beneficiaries predecease you, your estate will be the beneficiary.

A spouse beneficiary will have all rights as granted under the Code or applicable regulations to treat your SIMPLE IRA as his or her own.

We may allow, if permitted by state law, an original SIMPLE IRA beneficiary (the beneficiary who is entitled to receive distributions from an inherited SIMPLE IRA at the time of your death) to name successor beneficiaries for the inherited SIMPLE IRA. This designation can only be made on a form provided by or acceptable

to us, and it will only be effective when it is filed with us during the original SIMPLE IRA beneficiary's lifetime. Each beneficiary designation form that the original SIMPLE IRA beneficiary files with us will cancel all previous designations. The consent of a successor beneficiary will not be required for the original SIMPLE IRA beneficiary to revoke a successor beneficiary designation. If the original SIMPLE IRA beneficiary does not designate a successor beneficiary, his or her estate will be the successor beneficiary. In no event will the successor beneficiary be able to extend the distribution period beyond that required for the original SIMPLE IRA beneficiary.

If we so choose, for any reason (e.g., due to limitations of our charter or bylaws), we may require that a beneficiary of a deceased SIMPLE IRA owner take total distribution of all SIMPLE IRA assets by December 31 of the year following the year of death.

8.08 Required Minimum Distributions – As described in Article IV, Section 3, of this Agreement, you may make an election to begin receiving payments from your SIMPLE IRA in a manner that satisfies the required minimum distribution rules no later than April 1st of the year following the year you reach age 70½. (This is called the "required beginning date.") If you fail to make such an election by your required beginning date, we can, at our complete and sole discretion, do any one of the following:

- make no payment until you give us a proper payment request; or
- pay your entire SIMPLE IRA to you in a single sum payment.

We will not be liable for any penalties or taxes related to your failure to take a distribution.

8.09 Termination of Agreement, Resignation, or Removal of Custodian – Either party may terminate this agreement at any time by giving written notice to the other. We can resign as custodian at any time effective 30 days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your SIMPLE IRA to another financial organization. If you do not complete a transfer of your SIMPLE IRA within 30 days from the date we send the notice to you, we have the right to transfer your SIMPLE IRA assets to a successor SIMPLE IRA trustee or custodian that we choose in our sole discretion, or we may pay your SIMPLE IRA to you in a single sum. We will not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this agreement is terminated, we may charge to your SIMPLE IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to one or more of the following.

- Any fees, expenses, or taxes chargeable against your SIMPLE IRA
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your SIMPLE IRA

We may establish a policy requiring distribution of the entire balance of your SIMPLE IRA to you in cash or property if the balance of your SIMPLE IRA drops below the minimum balance required under the applicable investment or policy established.

8.10 Successor Custodian – If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your SIMPLE IRA) is bought by another organization, that organization (or agency) will automatically become the trustee or custodian of your SIMPLE IRA, but only if it is the type of organization authorized to serve as a SIMPLE IRA trustee or custodian.

8.11 Amendments – We have the right to amend this agreement at any time. Any amendment we make to comply with the Code and related regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we send the amendment, you notify us in writing that you do not consent.

8.12 Withdrawals or Transfers – All requests for withdrawal or transfer will be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements.

8.13 Transfers From Other Plans – We can receive amounts transferred or rolled over to this SIMPLE IRA from the trustee or custodian of another SIMPLE IRA. We reserve the right not to accept any transfer or rollover.

8.14 Liquidation of Assets – We have the right to liquidate assets in your SIMPLE IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your SIMPLE IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree to not hold us liable for any adverse consequences that result from our decision.

8.15 Valuation – The assets in your account shall be valued annually at the end of each calendar year, but we retain the right to value the assets in your account more frequently. We will value the investments of the account utilizing various third-party pricing sources and designated valuation agents. However, we do not guarantee the accuracy of prices obtained from these sources. The year end value of illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, and such other investments as we may designate, must be provided to us no later than the following January 10th by the asset's designated valuation agent or third party pricing source. If we do not receive a current market value by the following January 10th for such investment, we shall be entitled to use as that year end's fair market value the last fair market value provided to us, or if none, the original purchase price of the investment for all applicable tax reporting and year-end statement valuations. At any point after there has been a failure to provide us with a fair market value for a period exceeding 9 months after requested, we may distribute the investment at its last reported value to you, or after your death your beneficiary and shall have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution. Unless we have received written information to the contrary, promissory notes and privately offered corporate debt will have valuations reflected at the face value shown on the original note or debt instrument or if the note is such that it is subject to an amortization schedule, valuation may be shown at amortized value. We are not responsible for the timeliness or the accuracy of the fair market value for any investment, and shall have no responsibility or liability for acting on a fair market value so provided, or the last fair market value utilized if none is provided, or for the accuracy of a Required Minimum Distribution ("RMD") calculated upon either such value. If we are required to obtain a fair market value for an investment due to a court order or similar circumstance, we may obtain an appraisal from an independent third party, paying the cost for said appraisal from the liquid investments held in the account, or in the alternative after having first received the cost of the appraisal

from you or your beneficiary if liquid investments in the account are otherwise insufficient. You, and upon your death, your beneficiary agree to indemnify us and hold us harmless from and against all losses, expenses, settlements or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in the account.

- 8.16 **Restrictions on the Fund** – Neither you nor any beneficiary may sell, transfer, or pledge any interest in your SIMPLE IRA in any manner whatsoever, except as provided by law or this agreement.

The assets in your SIMPLE IRA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this agreement.

- 8.17 **What Law Applies** – This Agreement is subject to all applicable Federal and State laws and regulations. You agree that where state law applies, Kansas law will govern this instrument, any other instrument executed in connection with your account, and you, your agent and our respective rights and obligations hereunder or otherwise with respect to the account and assets. This document and any other document executed in connection with your account does not become effective until a signed copy has been received and accepted by us in the State of Kansas (the taking of action by us of any authorization will constitute our acceptance). We will have the right to refuse to accept and to not act upon, any instruction or direction given by you or your agent, provided that we promptly notify you or your agent of such election and refusal. You acknowledge and understand that all of our duties and undertakings will be carried out in the State of Kansas, and agree that any claims or disputes that arise in connection with your account or any assets or any transaction requested by you or your agent must be brought in arbitration as described in Section 8.21 below. If it is necessary to apply any State law to interpret and administer this Agreement, the law of Kansas will govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither party's failure to enforce at any time or for any period of time any of the provisions of this Agreement will be construed as a waiver of such provisions, nor a waiver of either party's right thereafter to enforce each and every provision.

- 8.18 **Indemnity of Custodian** – To the extent not prohibited by Federal or State law, you agree to indemnify, defend and hold us, our subsidiaries and affiliates (including officers, agents and employees) harmless against and from any and all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), arising in connection with this agreement, with respect to: any negligence or alleged negligence, whether passive or active, by us, our subsidiaries or affiliates (including officers, agents and employees); any breach or alleged breach, whether passive or active, by us, our subsidiaries or affiliates (including officers, agents and employees) of any responsibilities under this Agreement; any breach or alleged breach, whether passive or active, by a third party of responsibilities under this Agreement; or any claim arising out of the purchase, holding or sale of any investments in the SIMPLE IRA, whether directed by you or any agent appointed by you. You further agree to pay for our defense and the defense of our subsidiaries and affiliates (including officers, agents and employees) by independent counsel of our choice against any such claims, demands, liabilities or costs referred to above.

You agree to indemnify, defend and hold us, our subsidiaries and affiliates (including officers, agents and employees) harmless against and from any and all payments or assessments which may result from holding any publicly-traded security or any nonstandard, non-publicly traded or illiquid investment within the SIMPLE IRA account, and further agree that we and our subsidiaries and

affiliates (including officers, agents and employees) shall be under no obligation whatsoever to extend credit or otherwise disburse payment beyond the cash balance of your account for any payment or assessment related to such investment(s).

- 8.19 **Adverse Claims** – If we receive any claim to the assets held in the SIMPLE IRA which is adverse to your interest or the interest of your beneficiary, and we in our absolute discretion decide that the claim is, or may be meritorious, we may withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, we may deposit all or any portion of the assets in the SIMPLE IRA into the court through a motion of interpleader. Deposit with the court shall relieve us of any further obligation with respect to the assets deposited. We have the right to be reimbursed from the funds deposited for our legal fees and costs incurred.
- 8.20 **SIMPLE IRA Not Guaranteed** – We do not guarantee the SIMPLE IRA from loss or depreciation. Our liability to make payment to you at any time and all times is limited to the available assets of the SIMPLE IRA.
- 8.21 **Arbitration of Claims** – *ARBITRATION OF DISPUTES*. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT ANY CONTROVERSY OR DISPUTE BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

Agreement to arbitrate. You and we agree that either you or we may, without the other's consent, require that any Claims between you and us be submitted to mandatory, binding arbitration except for certain matters excluded below. This arbitration provision is made pursuant to a transaction involving interstate commerce, and will be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1 et seq., and (to the extent State law is applicable), the State law governing this transaction.

Claims subject to Arbitration include, but are not limited to: Any controversy arising out of or relating to this Agreement or the breach thereof, or to the SIMPLE IRA or any transactions authorized by you and/or your agent.

Arbitration location, finality, procedures, waiver of jury trial, class action or any representative action. Arbitration will occur in Johnson County, Kansas according to the rules of The American Arbitration Association. Arbitration is final and binding on the parties. The Parties are waiving their right to seek remedies in court, including the right to jury trial. Claims made as part of a class action or other representative action, and the arbitration of such Claims must proceed on an individual (non-class, non-representative) basis. If you or we require arbitration of a particular Claim, neither you, we, nor any other person may pursue the Claim in any litigation, whether as a class action, private attorney general action, other representative action or otherwise. Pre-arbitration discovery is generally more limited than and different from court proceedings. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions will nevertheless remain in force.

- 8.22 **Summary Description Requirements** – Notwithstanding Article V above, we will be deemed to have satisfied our summary description reporting requirements under Internal Revenue Code (IRC) Section 408(l)(2) if either
- we provide a summary description directly to you, or
 - we provide our name, address and withdrawal procedures to you, and your employer provides you with all other required information.

GENERAL INSTRUCTIONS

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

PURPOSE OF FORM

Form 5305-SA is a model custodial account agreement that meets the requirements of sections 408(a) and 408(p). However, only Articles I through VII have been reviewed by the IRS. A SIMPLE individual retirement account (SIMPLE IRA) is established after the form is fully executed by both the individual (participant) and the custodian. This account must be created in the United States for the exclusive benefit of the participant and his or her beneficiaries.

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

For more information on SIMPLE IRAs, including the required disclosures the custodian must give the participant, see Pub. 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*; Pub. 590-B, *Distributions from Traditional Individual Retirement Arrangements (IRAs)*; and Pub. 560, *Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans)*.

DEFINITIONS

Participant – The participant is the person who establishes the custodial account.

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

TRANSFER SIMPLE IRA

This SIMPLE IRA is a “transfer SIMPLE IRA” if it is not the original recipient of contributions under any SIMPLE IRA plan. The summary description requirements of section 408(l)(2) do not apply to transfer SIMPLE IRAs.

SPECIFIC INSTRUCTIONS

Article IV – Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the participant reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII – Article VIII and any that follow it may incorporate additional provisions that are agreed to by the participant and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian’s fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the participant, etc. Attach additional pages if necessary.

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR SIMPLE IRA

You have the right to revoke your SIMPLE IRA within seven (7) days of the receipt of the disclosure statement. If revoked, you are entitled to a full return of the contribution you made to your SIMPLE IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation only by mailing or delivering a written notice to the custodian at the address listed on the application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your SIMPLE IRA, please call the custodian at the telephone number listed on the application.

REQUIREMENTS OF A SIMPLE IRA

A. **Cash Contributions** – Your contribution must be in cash, unless it is a rollover contribution.

B. **Maximum Contribution** – The only contributions that may be made to your SIMPLE IRA are employee elective deferrals under a qualified salary reduction agreement, employer contributions, and other contributions allowed by the Code or related regulations, that are made under a SIMPLE IRA plan maintained by your employer. Employee elective deferrals may not exceed the lesser of 100 percent of your compensation for the calendar year or \$15,500 for 2023, with possible cost-of-living adjustments each year thereafter. Your employer may make additional contributions to your SIMPLE IRA within the limits prescribed in Internal Revenue Code Section (IRC Sec.) 408(p). Your employer is required to provide you with information that describes the terms of its SIMPLE IRA plan.

Beginning in 2024, if you are employed by an employer with no more than 25 employees who received at least \$5,000 in compensation the preceding year, your annual deferral and catch-up contribution limit is 110 percent of the contribution limit that would otherwise apply in 2024.

Beginning in 2024, employers with 26 to 100 employees who received at least \$5,000 in compensation the preceding year may also elect to apply the increased deferral and catch-up contribution limits. Contact your employer to determine if the increased contribution limit applies to you.

C. **Catch-Up Contributions** – If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your SIMPLE IRA. The maximum additional contribution is \$3,500 for 2023, with possible cost-of-living adjustments each year thereafter.

D. **Nonforfeitability** – Your interest in your SIMPLE IRA is nonforfeitable.

E. **Eligible Custodians** – The custodian of your SIMPLE IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

F. **Commingling Assets** – The assets of your SIMPLE IRA cannot be commingled with other property except in a common trust fund or common investment fund.

G. **Life Insurance** – No portion of your SIMPLE IRA may be invested in life insurance contracts.

H. **Collectibles** – You may not invest the assets of your SIMPLE IRA in collectibles (within the meaning of IRC Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are

permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in IRC Sec. 408(m)(3)) also are permitted as SIMPLE IRA investments.

I. **Required Minimum Distributions** – You are required to take minimum distributions from your SIMPLE IRA at certain times in accordance with Treasury Regulation 1.408-8. Below is a summary of the SIMPLE IRA distribution rules.

1. **RMDs for 2023 and Beyond** – Beginning in 2023, if you were born in 1951 or later, you are required to take a minimum distribution from your SIMPLE IRA for the year in which you reach age 73 and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 73. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.

2. **RMDs Prior to 2023** – If you were born before July 1, 1949, you were required to take your first RMD from your SIMPLE IRA for the year in which you attained age 70½ and for each year thereafter. If you were born on or after July 1, 1949, but before January 1, 1951, you were required to take your first RMD from your SIMPLE IRA for the year in which you attained age 72 and for each year thereafter.

3. The applicable divisor generally is determined using the Uniform Lifetime Table provided by the IRS. If your spouse is your sole designated beneficiary for the entire calendar year, and is more than 10 years younger than you, the required minimum distribution is determined each year using the actual joint life expectancy of you and your spouse obtained from the Joint Life Expectancy Table provided by the IRS, rather than the life expectancy divisor from the Uniform Lifetime Table.

We reserve the right to do any one of the following by your required beginning date.

(a) Make no distribution until you give us a proper withdrawal request

(b) Distribute your entire SIMPLE IRA to you in a single sum payment

(c) Determine your required minimum distribution each year based on your life expectancy calculated using the Uniform Lifetime Table, and pay those distributions to you until you direct otherwise

If you fail to remove an RMD, an excess accumulation penalty tax of 25 percent is imposed on the amount of the RMD that should have been taken but was not. If the failure to take an RMD is corrected in a timely manner, the penalty tax is further reduced to 10 percent. You must file IRS Form 5329 along with your income tax return to report and remit any additional taxes to the IRS.

The correction window for the reduced penalty begins on the date the penalty tax is imposed and ends (1) the date a notice of deficiency regarding the tax is mailed, (2) the date the tax is assessed, or (3) the last day of the second taxable year beginning after the year in which the tax is imposed, whichever is earlier.

J. **Beneficiary Distributions** – Upon your death, your beneficiaries are required to take distributions according to IRC Sec. 401(a)(9) and Treasury Regulation 1.408-8. These requirements are described below.

1. **Death of SIMPLE IRA Owner Before January 1, 2020** – Your designated beneficiary is determined based on the beneficiaries designated as of the date of your death, who remain your beneficiaries as of September 30 of the year following the year of your death.

If you die on or after your required beginning date, distributions must be made to your beneficiaries over the longer of the single life expectancy of your designated beneficiaries, or your remaining life expectancy. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your SIMPLE IRA for purposes of determining the distribution period. If there is no designated beneficiary of your SIMPLE IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

If you die before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiaries, either

- (a) be distributed by December 31 of the year containing the fifth anniversary of your death, or
- (b) be distributed over the remaining life expectancy of your designated beneficiaries.

If your spouse is your sole designated beneficiary, he or she must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year life expectancy payments would be required to begin. Your designated beneficiaries, other than a spouse who is the sole designated beneficiary, must elect either option (a) or (b) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of your death. Generally, if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained RMD age (as described in the *Required Minimum Distributions* section above), if later. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your SIMPLE IRA for purposes of determining the distribution period. If there is no designated beneficiary of your SIMPLE IRA, the entire SIMPLE IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

2. **Death of SIMPLE IRA Owner On or After January 1, 2020** – The entire amount remaining in your account will generally be distributed by December 31 of the year containing the tenth anniversary of your death unless you have an eligible designated beneficiary or you have no designated beneficiary for purposes of determining a distribution period. This requirement applies to beneficiaries regardless of whether you die before, on, or after your required beginning date.

If your beneficiary is an eligible designated beneficiary, the entire amount remaining in your account may be distributed (in accordance with the Treasury Regulations) over the remaining life expectancy of your eligible designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary).

An eligible designated beneficiary is any designated beneficiary who is

- your surviving spouse,
- your child who has not reached the age of majority,
- disabled (A physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration.),
- an individual who is not more than 10 years younger than you, or
- chronically ill (A chronically ill individual is someone who (1) is unable to perform (without substantial assistance from another individual) at least two activities of daily living for an indefinite period due to a loss of functional capacity, (2) has a level of

disability similar to the level of disability described above requiring assistance with daily living based on loss of functional capacity, or (3) requires substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment.)

Note that certain trust beneficiaries (e.g., certain trusts for disabled and chronically ill individuals) may take distribution of the entire amount remaining in your account over the remaining life expectancy of the trust beneficiary.

Generally, life expectancy distributions to an eligible designated beneficiary must commence by December 31 of the year following the year of your death. However, if your spouse is the eligible designated beneficiary, distributions need not commence until December 31 of the year you would have attained RMD age (as described in the *Required Minimum Distributions* section above), if later. If your eligible designated beneficiary is your minor child, life expectancy payments must begin by December 31 of the year following the year of your death and continue until the child reaches the age of majority. Once the age of majority is reached, the beneficiary will have 10 years to deplete the account.

If a beneficiary other than a person (e.g., your estate, a charity, or a certain type of trust) is named, you will be treated as having no designated beneficiary of your SIMPLE IRA for purposes of determining the distribution period. If you die before your required beginning date and there is no designated beneficiary of your SIMPLE IRA, the entire SIMPLE IRA must be distributed by December 31 of the year containing the fifth anniversary of your death. If you die on or after your required beginning date and there is no designated beneficiary of your SIMPLE IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

A spouse beneficiary will have all rights as granted under the Code or applicable Treasury Regulations to treat your SIMPLE IRA as his or her own.

If we so choose, for any reason (e.g., due to limitations of our charter or bylaws), we may require that a beneficiary of a deceased SIMPLE IRA owner take total distribution of all SIMPLE IRA assets by December 31 of the year following the year of death.

If your beneficiary fails to remove an RMD after your death, an excess accumulation penalty tax of 25 percent is imposed on the amount of the RMD that should have been taken but was not. If the failure to take an RMD is corrected in a timely manner, the penalty tax is further reduced to 10 percent. Your beneficiary must file IRS Form 5329 along with his or her income tax return to report and remit any additional taxes to the IRS.

The correction window for the reduced penalty begins on the date the penalty tax is imposed and ends the earlier of: (1) the date a notice of deficiency regarding the tax is mailed, (2) the date the tax is assessed, or (3) the last day of the second taxable year beginning after the year in which the tax is imposed.

- K. **Qualifying Longevity Annuity Contracts and RMDs** – A qualifying longevity annuity contract (QLAC) is a deferred annuity contract that, among other requirements, must guarantee lifetime income starting no later than age 85.

When calculating your RMD, you may reduce the prior year end account value by the value of QLACs that your SIMPLE IRA holds as investments.

For more information on QLACs, you may wish to refer to the IRS website at www.irs.gov.

L. **Waiver of 2020 RMD** – RMDs and life expectancy payments for beneficiaries were waived for calendar year 2020. If the five-year rule applies to a SIMPLE IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2020 because of this waiver. For example, if a SIMPLE IRA owner died in 2019, the beneficiary’s five-year period ends in 2025 instead of 2024.

INCOME TAX CONSEQUENCES OF ESTABLISHING A SIMPLE IRA

A. **Deductibility for SIMPLE IRA Contributions** – You may not take a deduction for the amounts contributed to your SIMPLE IRA as either employee elective deferrals or employer contributions. However, employee elective deferrals to a SIMPLE IRA will reduce your taxable income. Further, employer SIMPLE IRA contributions, including earnings, will not be taxable to you until you take a distribution from your SIMPLE IRA.

Participation in your employer’s SIMPLE IRA plan renders you an active participant for purposes of determining whether or not you can deduct contributions to a Traditional IRA.

B. **Contribution Deadline** – SIMPLE IRA deferral contributions must be deposited into the SIMPLE IRA as soon as administratively possible, but in no event later than 30 days following the month in which you would have otherwise received the money. Employer matching or nonelective contributions must be deposited no later than the due date for filing the employer’s tax return, including extensions.

C. **Tax Credit for Contributions** – You may be eligible to receive a tax credit for your SIMPLE IRA deferrals. This credit may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are

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

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

2023 Adjusted Gross Income*						Applicable Percentage
Joint Return		Head of Household		All Other Cases		
Over	Not Over	Over	Not Over	Over	Not Over	
	\$43,500		\$32,625		\$21,750	50
\$43,500	\$47,500	\$32,625	\$35,625	\$21,750	\$23,750	20
\$47,500	\$73,000	\$35,625	\$54,750	\$23,750	\$36,500	10
\$73,000		\$54,750		\$36,500		0

*Adjusted gross income (AGI) includes foreign earned income and income from Guam, America Samoa, North Mariana Islands, and Puerto Rico. AGI limits are subject to cost-of-living adjustments each year.

D. **Tax-Deferred Earnings** – The investment earnings of your SIMPLE IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

E. **Excess Contributions** – If you defer more than the maximum allowable limit for the tax year, you have an excess deferral and must correct it. Excess deferrals, adjusted for earnings, must be distributed from your SIMPLE IRA.

If your employer mistakenly contributes too much to your SIMPLE IRA as an employer contribution, your employer may effect distribution of the employer excess amount, adjusted for earnings through the date of distribution. The amount distributed to the employer is not includible in your gross income.

F. **Income Tax Withholding** – Ten percent federal income tax withholding will be applied to a withdrawal from your SIMPLE IRA unless you choose to withhold a different amount or elect not to have withholding apply. We are not required to withhold taxes from any distribution that we reasonably believe is not taxable.

G. **Early Distribution Penalty Tax** – If you receive a SIMPLE IRA distribution before you attain age 59½, an additional early distribution penalty tax of 10 percent (25 percent if less than two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer) will apply to the taxable amount of the distribution unless one of the following exceptions apply. **1) Death.** After your death, payments made to your beneficiary are not subject to the 10 percent early distribution penalty tax. **2) Disability.** If you are disabled at the time of distribution, you are not subject to the additional 10 percent early distribution penalty tax. In order to be disabled, a physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration. **3) Substantially equal periodic payments.** You are not subject to the additional 10 percent early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary. You must continue these payments for the longer of five years or until you reach age 59½. **4) Unreimbursed medical expenses.** If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income, you will not be subject to the 10 percent early distribution penalty tax. For further detailed information and effective dates you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS. The medical expenses may be for you, your spouse, or any dependent listed on your tax return. **5) Health insurance premiums.** If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your SIMPLE IRA to pay for health insurance premiums without incurring the 10 percent early distribution penalty tax. **6) Higher education expenses.** Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse, will not be subject to the 10 percent early distribution penalty tax. **7) First-time homebuyer.** You may take payments from your SIMPLE IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of \$10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution. **8) IRS levy.** Payments from your SIMPLE IRA made to the U.S. government in response to a federal tax levy are not subject to the 10 percent early distribution penalty tax. **9) Qualified reservist distributions.** If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your SIMPLE IRA during the active duty period are not subject to the 10 percent early distribution penalty tax. **10) Qualified birth or adoption.** Payments from your SIMPLE IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10 percent early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse’s child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed \$5,000 for each birth or adoption. **11) Terminal illness.** Payments from your SIMPLE IRA made

because you are terminally ill are not subject to the 10 percent early distribution penalty tax. You are terminally ill if you have been certified by a physician, in accordance with documentation requirements to be established by the IRS, as having an illness or physical condition that can reasonably be expected to result in death in 84 months or less after the date of the certification. **12) Qualified Disaster Recovery Distribution.** If you are an affected SIMPLE IRA owner in a federally declared disaster area who has sustained an economic loss by reason of such qualified disaster, you may take up to \$22,000 per disaster from your SIMPLE IRA without incurring the 10 percent early distribution penalty tax. **13) Domestic abuse.** Beginning in 2024, if you are a victim of domestic abuse you may withdraw up to \$10,000 (subject to possible cost-of-living adjustments each year beginning in 2025) or 50% of your SIMPLE IRA balance, whichever is less, within one year of the abuse without incurring the 10 percent early distribution penalty tax. **14) Emergency personal expenses.** Beginning in 2024, you may take one withdrawal in a calendar year as an emergency personal expense distribution for purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses, without incurring the 10 percent early distribution penalty tax. The amount that may be treated as an emergency personal expense distribution in any calendar year is \$1,000 or the total balance in your SIMPLE IRA over \$1,000, determined as of the date of each such distribution, whichever is less. No further emergency personal expense distributions are allowed during the immediately following three calendar years unless repayment occurs, or you have made SIMPLE IRA contributions after the previous distribution in an amount at least equal to the previous distribution that has not been repaid.

You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes or to claim a penalty tax exception.

H. Rollovers and Conversions – Your SIMPLE IRA may be rolled over to another SIMPLE IRA, Traditional IRA, or an eligible employer-sponsored retirement plan of yours, may receive rollover contributions, or may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a movement of cash or other property to your SIMPLE IRA from another SIMPLE IRA, Traditional IRA, or from your employer's qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan provided a two-year period has been satisfied. The amount rolled over is not subject to taxation or the additional 10 percent early distribution penalty tax. Conversion is a term used to describe the movement of SIMPLE IRA assets to a Roth IRA. A conversion generally is a taxable event. The general rollover and conversion rules are summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. SIMPLE IRA-to-SIMPLE IRA Rollovers. Assets distributed from your SIMPLE IRA may be rolled over to a SIMPLE IRA of yours if the requirements of IRC Sec. 408(d)(3) are met. A proper SIMPLE IRA-to-SIMPLE IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. In the case of a distribution for a first-time homebuyer where there was a delay or cancellation of the purchase, the 60-day rollover period may be extended to 120 days.

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

2. Traditional IRA-to-SIMPLE IRA Rollovers. Assets distributed from your Traditional IRA may be rolled over to a SIMPLE IRA if the requirements of IRC Sec. 408(d)(3) are met and two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. A proper Traditional IRA-to-SIMPLE IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. In the case of a distribution for a first-time homebuyer where there was a delay or cancellation of the purchase, the 60-day rollover period may be extended to 120 days.

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

3. Employer-Sponsored Retirement Plan-to-SIMPLE IRA Rollovers. You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan to a SIMPLE IRA provided two years have passed since you first participated in the SIMPLE IRA plan sponsored by your employer. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan unless it is a required minimum distribution, hardship distribution, part of a certain series of substantially equal periodic payments, corrective distributions of excess contributions, excess deferrals, excess annual additions and any income allocable to the excess, deemed loan distribution, dividends on employer securities, the cost of life insurance coverage, or a distribution of Roth elective deferrals from a 401(k), 403(b), governmental 457(b), or federal Thrift Savings Plan.

If you elect to receive your rollover distribution prior to placing it in a SIMPLE IRA, thereby conducting an indirect rollover, your plan administrator generally will be required to withhold 20 percent of your distribution as a payment of income taxes. When completing the rollover, you may make up out of pocket the amount withheld, and roll over the full amount distributed from your employer-sponsored retirement plan. To qualify as a rollover, your eligible rollover distribution generally must be rolled over to your SIMPLE IRA not later than 60 days after you receive the distribution. In the case of a plan loan offset due to plan termination or severance from employment, the deadline for completing the rollover is your tax return due date (including extensions) for the year in which the offset occurs. Alternatively, you may claim the withheld amount as income, and pay the applicable income tax, and if you are under age 59½, the 10 percent early distribution penalty tax (unless an exception to the penalty applies).

As an alternative to the indirect rollover, your employer generally must give you the option to directly roll over your employer-sponsored retirement plan balance to a SIMPLE IRA. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the SIMPLE IRA (or other eligible employer-sponsored retirement plan) that you designate. The 20 percent withholding requirements do not apply to direct rollovers.

4. SIMPLE IRA-to-Traditional IRA Rollovers. Assets distributed from your SIMPLE IRA may be rolled over to your Traditional IRA without IRS penalty tax, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with SIMPLE IRA-to-SIMPLE IRA rollovers, the requirements of IRC

Sec. 408(d)(3) must be 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.

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

5. **SIMPLE IRA-to-Employer-Sponsored Retirement Plan Rollovers.** You may roll over, directly or indirectly, any eligible rollover distribution from a SIMPLE IRA to an employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. The employer-sponsored retirement plan, however, must allow for such rollover contributions.
6. **SIMPLE IRA-to-Roth IRA Conversions.** You are eligible to convert all or any portion of your existing SIMPLE IRA(s) into your Roth IRA(s), provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. If you convert to a Roth IRA, the amount of the conversion from your SIMPLE IRA to your Roth IRA will be treated as a distribution for income tax purposes, and is includible in your gross income. Although the conversion amount generally is included in income, the 10 percent early distribution penalty tax will not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent early distribution penalty tax. If you are required to take a required minimum distribution for the year, you must remove your required minimum distribution before converting your SIMPLE IRA.
7. **Rollover of IRS Levy.** If you receive a refund of eligible retirement plan assets that had been wrongfully levied, you may roll over the amount returned up until your tax return due date (not including extensions) for the year in which the money was returned.
8. **Written Election.** At the time you make a rollover to a SIMPLE IRA, you must designate in writing to the custodian your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

I. Repayments of Certain Distributions.

1. **Qualified Birth or Adoption Distributions.** If you have taken a qualified birth or adoption distribution, you may generally pay all or a portion of the aggregate amount of such distribution to a SIMPLE IRA at any time during the three-year period beginning on the day after the date on which such distribution was received. In the case of a qualified birth or adoption distribution made on or before December 29, 2022, the deadline to repay the distribution is December 31, 2025.
2. **Terminal Illness Distributions.** If you have taken a distribution due to a terminal illness, you may generally pay all or a portion of the aggregate amount of such distribution to a SIMPLE IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.
3. **Domestic Abuse Distributions.** Beginning in 2024, if you have taken a distribution because you are a victim of domestic abuse, you may generally pay all or a portion of the aggregate amount of such distribution to a SIMPLE IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.

4. **Emergency Personal Expense Distributions.** Beginning in 2024, if you had taken an emergency personal expense distribution, the distribution may be repaid within a three-year period. No further emergency personal expense distributions are allowed during the immediately following three calendar years unless repayment occurs, or you have made SIMPLE IRA contributions after the previous distribution in an amount at least equal to the previous distribution that has not been repaid.

5. **Qualified Disaster Recovery Distributions.** If you have taken a qualified disaster recovery distribution, the distribution may be recontributed to a SIMPLE IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.

For further information, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, or refer to the IRS website at www.irs.gov.

J. **Recharacterizations** – You may not recharacterize a Roth IRA conversion back to a SIMPLE IRA.

LIMITATIONS AND RESTRICTIONS

- A. **Deduction of Rollovers and Transfers** – A deduction is not allowed for rollover or transfer contributions.
- B. **Gift Tax** – Transfers of your SIMPLE IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under IRC Sec. 2501.
- C. **Special Tax Treatment** – Capital gains treatment and 10-year income averaging authorized by IRC Sec. 402 do not apply to SIMPLE IRA distributions.
- D. **Prohibited Transactions** – If you or your beneficiary engage in a prohibited transaction with your SIMPLE IRA, as described in IRC Sec. 4975, your SIMPLE IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for that taxable year. The following transactions are examples of prohibited transactions with your SIMPLE IRA. (1) Taking a loan from your SIMPLE IRA (2) Buying property for personal use (present or future) with SIMPLE IRA assets (3) Receiving certain bonuses or premiums because of your SIMPLE IRA.
- E. **Pledging** – If you pledge any portion of your SIMPLE 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 year.

OTHER

- A. **IRS Plan Approval** – Articles I through VII of the agreement used to establish this SIMPLE IRA have been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- B. **Additional Information** – For further information on SIMPLE IRAs, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, or Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or by visiting www.irs.gov on the Internet.
- C. **Important Information About Procedures for Opening a New Account** – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open a SIMPLE IRA, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. **Qualified Reservist Distributions** – If you are an eligible qualified reservist who has taken penalty-free qualified reservist distributions from your SIMPLE IRA or retirement plan, you may recontribute those amounts to an IRA generally within a two-year period from your date of return.

E. **Disaster Related Relief** – If you qualify (for example, you sustained an economic loss due to, or are otherwise considered affected by, a federally-declared disaster in a specified disaster area), you may be eligible for favorable tax treatment on distributions, rollovers, and other transactions involving your SIMPLE IRA. Qualified disaster relief includes an automatic 60-day extension to perform certain acts and may include penalty-tax free early distributions made during specified timeframes for each disaster, the ability to include distributions in your gross income ratably over multiple years, the ability to roll over distributions to an eligible retirement plan without regard to the 60-day rollover rule, and more.

Qualified Disaster Recovery Distributions. If your principal residence is located in a qualified disaster area and you have sustained an economic loss by reason of such disaster, you may receive up to \$22,000 per disaster in aggregate distributions from your retirement plans and IRAs as qualified disaster recovery distributions. A qualified disaster is any major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after January 26, 2021. These distributions are not subject to the 10 percent early distribution penalty tax. In addition, unless you elect otherwise, any amount required to be included in your gross income for such taxable year shall be included ratably over a three-taxable year period, beginning with the taxable year of the distribution. Qualified disaster recovery distributions may be repaid at any time generally within a three-year period beginning on the day after the date the distribution was received.

Repayments of Withdrawals for Home Purchase. If you received a qualified first-time homebuyer distribution to purchase or construct a principal residence in the qualified disaster area, but which was not used on account of the qualified disaster, you are able to repay the distribution within 180 days of the applicable date of such disaster. The distribution must have been received during the period (1) beginning 180 days before the first day of the FEMA declared incident period, and (2) ending 30 days after the last day of the FEMA declared incident period.

For additional information on specific disasters, including a complete listing of disaster areas, qualification requirements for relief, and allowable disaster-related SIMPLE IRA transactions, you may wish to obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov.

F. **Coronavirus-Related Distributions (CRDs)** – If you qualified in 2020, you were able to withdraw up to \$100,000 in aggregate from your IRAs and eligible retirement plans as a CRD, without paying the 10 percent early distribution penalty tax. You were a qualified individual if you (or your spouse or dependent) was diagnosed with the COVID-19 disease or the SARS-CoV-2 virus in an approved test; or if you experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reduced hours of a business owned or operated by you due to such virus or disease, or other factors as determined by the IRS. A CRD must have been made on or after January 1, 2020, and before December 31, 2020.

CRDs will be taxed ratably over a three-year period, unless you elected otherwise, and may be repaid over three years beginning with the day following the day a CRD is made. Repayments may be made to an eligible retirement plan or IRA.

An eligible retirement plan is defined as a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or an IRA.

FINANCIAL DISCLOSURE

GROWTH IN THE VALUE OF YOUR IRA

The assets in your IRA account will be invested only in accordance with your (or your duly authorized agent's) direction. Mainstar Trust does not offer investment advice or recommend or evaluate the merits or suitability of any investment. The assets in the IRA account at any given time may contain one or more assets depending upon which investments you have selected. It is therefore impossible to estimate the value of the IRA assets in the account at any given future point in time. Growth in the value of the IRA account is neither guaranteed nor projected. The value will be computed by totaling the reported fair market value of the assets in your account.

CUSTODIAN FEES

Mainstar Trust, as Custodian, may charge reasonable fees or compensation for its services and may deduct all reasonable expenses incurred by it in the administration of your IRA account, including any legal, accounting, distribution, transfer, termination or other designated fees. Such charges are detailed in the separate Fee Disclosure.

FINANCIAL PRIVACY

NOTICE OF FINANCIAL PRIVACY

You have chosen to do business with Mainstar Trust and we are obligated to honor that relationship with great care, beginning with the information you have chosen to share with us. We believe that your privacy should not be compromised. At the same time, we want to offer you the services you need to accomplish your financial goals. We believe we can do both through the privacy policy outlined below. Mainstar Trust believes that the confidentiality and protection of customer information is one of our fundamental responsibilities. And while information is critical to providing quality service, we recognize that one of our most important assets is our customers' trust. Thus, the safekeeping of customer information is a priority for us.

INFORMATION THAT WE COLLECT

Information about consumers is accumulated from a variety of sources. Some information is provided to us directly by customers themselves. We develop other data as a function of providing a product or service to a customer. Still other information is obtained from outside sources. We will limit the use and collection of information about our customers to that which is necessary to administer our business and provide superior service. This means that we will use information to help us identify and mitigate potential risks or loss to Mainstar Trust only in accordance with the principles set out in this policy.

HOW WE PROTECT YOUR INFORMATION

Mainstar Trust has established procedures to ensure that your financial information is accurate, current, and complete, in keeping with reasonable commercial standards. We also pledge to respond to requests to correct inaccurate information in a timely manner. Each Mainstar Trust employee is required to follow our "Code of Conduct," which states that all customer information is considered private and privileged and is to be used solely for the purpose of providing the finest service available. We restrict access to customer information to our employees who need access to provide services to our customers. Mainstar Trust is committed to the security of your financial and personal information. All of our operational and data processing systems are in a secure environment thereby protecting your account information from being accessed by third parties. We maintain and grant access to customer information only in accordance with our internal security standards.

WHAT INFORMATION WE DISCLOSE

We may disclose certain customer information to third parties that work for us or assist us in providing services to our customers (for example: Proxy Mailing Service). We do not reveal specific information about your accounts or other personally identifiable data to parties outside our affiliated companies for their independent use unless: 1) you request or authorize it; 2) the information is provided to help complete a transaction initiated by you; 3) the information is provided to a reputable credit bureau or similar information reporting agency; or 4) the disclosure otherwise is lawfully permitted or required. We do not provide account or personal information to non-affiliated companies for the purpose of independent telemarketing or direct mail marketing of any products or services.

HOW TO CONTACT US

At Mainstar Trust, we value our customer relationships. We want you to understand how we use the information you provide and our commitment to ensuring your personal privacy. If you have any questions about how Mainstar Trust protects your confidential information, please call us at 1-800-521-9897.



Summary of Accountholder Responsibilities

This summary contains important information concerning the IRA or other custodial account ("Account") for which Mainstar Trust ("Mainstar") is acting as custodian. You are required to read and should understand this notice and, if you believe necessary, share it with your legal and/or investment advisor. This summary supplements the information contained in other documents that reflect the relationship between Mainstar and you and does not represent your contract in its entirety. Please refer to your account agreement for all of the terms of your contract. For purposes of this summary, the accountholder of an Account is referred to as "you".

As custodian for your Account, Mainstar is acting solely in a custodial capacity. Mainstar has no discretion to supervise your investments, or to advise or make any recommendation with respect to the purchase, sale or any other disposition of any investment or as to the management of your Account, as more fully explained below.

You are Responsible for Investment Directions – You acknowledge that it is your sole responsibility to direct the investment of your Account assets and that Mainstar has no responsibility or involvement in evaluating or selecting any assets or investments for acquisition, holding, or disposition. Mainstar has no liability for any taxes, loss, or damage that may result from or be associated with any requested investment transaction. You must direct all investment transactions, including the investment of earnings and the proceeds from securities sales. Your investment choices are limited to investments that Mainstar is capable of holding in the ordinary course of its business and in accordance with its policies and practices.

Mainstar reserves the right, in its sole discretion, to reject any investment into your Account. Certain types of investments may pose unacceptable administrative burdens to Mainstar, and therefore, Mainstar reserves the right to reject such investments into your Account. Administrative burdens include, but are not limited to, the inability of Mainstar's computer, accounting, or other systems to service the asset, the inability to obtain an asset's value, the failure to comply with Mainstar policies or excessive manual labor to service the asset.

Mainstar reserves the right to review any or all assets to determine if it is administratively feasible to Mainstar. Mainstar's review will be solely administrative in nature. Mainstar's decision to reject an asset should in no way be construed as a determination concerning the prudence or suitability of the investment for your Account. Likewise, acceptance of the asset by Mainstar should not be construed as a favorable opinion as to the prudence or suitability of the investment for your Account. Mainstar's review of any asset you desire to purchase and hold in your Account should in no way be construed as a "due diligence" review. Mainstar does not perform any type of feasibility study, nor does it research or confirm any financial information regarding any investment.

Asset Valuation - Mainstar will value your investment at least annually utilizing various third party pricing services. Mainstar does not guarantee the accuracy of prices received from said third party services. Pricing contacts for illiquid and/or non-publicly traded assets will be asked to provide all supporting documentation to substantiate the value. Year-end valuations for illiquid and/or non-publicly traded assets must be provided to Mainstar no later than January 10 of the following year. If a current value is not received by January 10, Mainstar will use the last market value provided to it for all applicable tax reporting and year-end valuations. At any point after there has been a failure to provide Mainstar with a fair market value for a period exceeding 9 months after requested, Mainstar may distribute the asset at its last reported value to you, or after your death to your beneficiary. Mainstar has no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution.

Mainstar is not responsible for the timeliness or the accuracy of the fair market value for any asset. Mainstar has no responsibility or liability for acting on a fair market value provided, or the last fair market value available if none is provided.

Because your Account is self-directed, no projection of the growth of your Account can reasonably be demonstrated or guaranteed. The value of your Account is solely dependent upon the performance of any asset chosen by you to fund your Account. You bear sole responsibility for the suitability of any directed investment and for any adverse

consequences arising from your investments, including, without limitation, the inability of Mainstar to value or to sell an illiquid asset, or the generation of unrelated business taxable income with respect to an asset.

All transactions are subject to any and all applicable Federal and State laws and regulations, Mainstar's policies and practices, and the rules, regulations, customs, and usage of any exchange, market, or clearinghouse where the transaction is executed. In the absence of instructions from you or if your instructions are not in a form acceptable to Mainstar, it shall hold your Undirected Cash in an account or product of an FDIC or other United States government insured financial institution (including but not limited to Fidelity Bank, N.A., Wichita, Kansas), or a United States government security, or security that is insured or guaranteed by the United State government, unless or otherwise directed by you. The Account is insured for up to the amount available under the FDIC insurance; amounts in the Account in excess of FDIC insurance limits are not insured.

Mainstar's Investment Powers and Duties are Limited – Mainstar has no discretion to direct any investment in your Account. Mainstar assumes no responsibility for rendering investment advice with respect to your Account, nor will it offer any opinion or judgment to you on matters concerning the value or suitability of any asset or proposed investment for your Account. Mainstar is not responsible for losses you may incur as a result of the timing of any transfer among investments or from another trustee or custodian that are due to circumstances reasonably beyond Mainstar's control.

Mainstar will exercise the voting rights and other shareholder rights with respect to securities in your Account, but only in accordance with the instructions you give to Mainstar. Mainstar has no responsibility for determining the amount of or collecting contributions to your Account; determining the amount, character, or timing of any distribution from the Account; or determining your maximum contribution amount.

Your representative may have suggested that you retain Mainstar's services as custodian. In those circumstances, it is important for you to understand that your representative represents you and does not act in a representative capacity or as agent for Mainstar. Mainstar does not employ or compensate representatives for referrals. Any statements made by your representative with respect to Mainstar's operations or the relationship between Mainstar and you do not in any way bind or obligate Mainstar. The relationship between Mainstar and you is specified in the agreements that Mainstar and you sign when your Account is established, or as those agreements may later be modified by Mainstar.

Except to the extent, if any, required by applicable law, Mainstar has no duty or obligation to monitor or make you or your Representative aware of the receipt or non-receipt of any documents or other confirmation of purchase or sale of any asset or the receipt or non-receipt of any funds payable to your Account (e.g., dividends, interest, or other distributions) or to provide any other information or documentation (other than pleadings, orders, or official notices arising from any judicial proceeding) that it may receive or become aware of with respect to any assets. Mainstar has no duty to undertake any action with respect to the collection or enforcement of any payments or rights relating to such assets (including, without limitation, any participation in any bankruptcy proceedings, receivership proceedings, foreclosures, or other litigation, or the perfection or enforcement of any lien or other rights with respect to such assets) without receiving prior instruction from you, accompanied by such undertaking of indemnification as Mainstar may request to assure Mainstar that it will be fully reimbursed and protected with respect thereto. Without limitation on the foregoing, Mainstar may however, if it so elects, respond and participate in any such bankruptcy proceeding, receivership proceedings or other litigation to which it or the Account may have been made a party, and in such case you will fully indemnify and protect Mainstar against any action taken by it in good faith. Mainstar is entitled to seek the advice of legal counsel in connection with any matter relating to your Account or any assets, and may in good faith rely and act upon such advice.

You agree to Indemnify Mainstar – You agree to indemnify and hold Mainstar harmless from and against any and all claims (including tort or fraud), liabilities, causes of action, losses, and expenses (including, without limitation, any court costs, attorney's fees, and other expenses) asserted against or incurred by Mainstar as a result of, or in any way relating to, any action requested or directed by you or your Representative.

Delegation of Investment Responsibility – Mainstar may, but is not required to, permit you to delegate your investment responsibility for your Account to another person acceptable to Mainstar by giving written notice of your delegation in a format Mainstar prescribes. If you wish to do so, please use Mainstar's Trading Authorization Form.

No amendment to, or waiver of, any written agreement with Mainstar will be effective except pursuant to a written agreement executed by Mainstar's duly authorized representative.

Any controversy arising out of or relating to your account agreement or activity shall be settled by arbitration in Johnson County, Kansas according to the rules of The American Arbitration Association.

Set Up Fee		
All Account Types	\$25	per account
Annual Account Fee*		
IRA – Traditional, Roth, SEP, SIMPLE	\$130	per year
All Others	\$300	per year
Annual Special Asset Fee*		
Public/Traded Security, Mutual Fund, Government Security	\$0	no charge
Non-traded REIT, non-traded Unit Trust, BDC	\$24	annual fee, per holding
LP, LLC, Private Stock, Debenture	\$45	annual fee, per holding
Private Promissory Note, Coin, Brokerage Account, Water Contract, Liability, Bullion Vault & Other Miscellaneous Asset	\$60	annual fee, per holding
Bitcoin IRA	\$10	monthly fee, per holding
Real Estate	\$200	annual fee, per holding
Statement Fee		
Electronic (available quarterly)	\$0	no charge
Annual Paper Statement	\$5	per year
Quarterly Paper Statement	\$10	per year
Monthly Paper Statement	\$25	per year
Purchase/Sale/Transfer/Distribution-in-Kind/Maturity/Corporate Action		
Public Asset	\$8	per transaction
Private Asset	\$25	per transaction
Promissory Note	\$75	per transaction
Real Estate	\$150	Per transaction
Periodic Distributions		
ACH	\$0	no charge
Check	\$10	per check
Outgoing Cash Transfers (sent via check only)		
Partial Cash Transfer	\$15	per transfer
As part of Account Closing	\$10	per closing
Closing Fee		
Before 1 st Anniversary	\$250	per account
After 1 st Anniversary	\$150	per account
Other Fees		
Recharacterization / Conversion – Assets	\$50	per instance
Recharacterization / Conversion – Cash Only	\$25	per instance
Excess Contribution Removal	\$25	per instance
Overnight Delivery	\$25	per package
Note Payment – Non-Serviced	\$10	per principal payment
Bank Activity – Wire Transfer, Overdraft, Stop Pay, Return Check	\$25	per item
Statement and Tax Form Reprints	\$10	per item
990T Processing	\$10	per item
Real Estate Related Expenses	\$10	per payment
Research/Special Services	\$50	per hour + \$25 reimbursement for mailing

* Account fees for accounts opened July 1, 2013 and after are incurred at time of set up and thereafter annually on the anniversary of the set up date. Account fees for accounts opened prior to July 1, 2013 are incurred annually in July. Neither account fees nor special asset fees are prorated. Special asset fees are incurred annually in July.

Invoices: Mainstar Trust will mail invoices quarterly only to accounts with fees due. Payment is due within thirty (30) days.

Other Service Fee Information: Please refer to the Section of your agreement entitled “Service Fees” for additional information regarding fees.

Please Note: Unfunded accounts and accounts with zero value continue to incur fees until written instruction to close the account is received and accepted by Mainstar Trust. However, Mainstar Trust may, in its sole discretion, close any account with an account balance valued less than \$250, in which case the account will incur the closing fee.

S I M P L E
I R A P L A N

SAVINGS
INCENTIVE
MATCH
PLAN FOR
EMPLOYEES

5304-SIMPLE

WHAT IS A SIMPLE IRA PLAN?

A savings incentive match plan for employees of small employers individual retirement arrangement (SIMPLE IRA) is a type of retirement plan which allows you, the employer, to provide an important benefit to the employees of your business (including yourself if you perform services for the business). An “employer” may be a sole proprietor, partnership, or corporation. Amounts you contribute for your employees under a SIMPLE IRA plan are deposited into your employees’ SIMPLE IRAs.

WHAT ARE THE BENEFITS OF A SIMPLE IRA PLAN?

Tax Advantages: SIMPLE IRA plan contributions you make to your own SIMPLE IRA and your employees’ SIMPLE IRAs are tax deductible to you, the employer. Because SIMPLE IRA plan contributions are made to a SIMPLE IRA, all earnings are tax-deferred, meaning the earnings are not taxed until they are withdrawn from the SIMPLE IRA. In addition, the SIMPLE IRA plan helps you attract and retain quality employees while you help meet the increasing need for financial security at retirement.

MUST I CONTRIBUTE EACH YEAR?

Each employee can specify the percentage of pay he or she wants you to withhold and contribute to the plan. The maximum amount which participants may defer each year is limited to \$15,500 for 2023 and \$16,000 for 2024 (after 2024 this amount is subject to cost-of-living adjustments). If an eligible employee is age 50 or older before the end of the calendar year, the above limitation is increased to \$19,000 for 2023 and \$19,500 for 2024 (after 2024 this amount is subject to cost-of-living adjustments). If you are a business with no more than 25 Employees who received at least \$5,000 in Compensation from you in the previous calendar year, each Participant may defer up to 110 percent of the 2024 Elective Deferral limits. In addition, you must make either matching contributions, generally equal to the amount of each participant’s elective deferrals up to three percent of his or her compensation, or nonelective contributions equal to two percent of each participant’s compensation.

All contributions made under the plan must be directly deposited into each eligible employee’s SIMPLE IRA at the financial organization selected by the employee.

WHEN ARE CONTRIBUTIONS DUE?

You have until the due date for filing your business’s tax return (plus extensions) to make matching and nonelective contributions under your SIMPLE IRA plan.

MUST I INCLUDE ALL EMPLOYEES?

Not all employees have to be covered under the SIMPLE IRA plan. At your option, you can exclude employees who have not earned at least \$5,000 during any two preceding years and are not expected to earn at least \$5,000 during the current year. In addition, you may exclude certain union members.

WHEN ARE DISTRIBUTIONS AVAILABLE?

Once SIMPLE IRA plan contributions are made, the normal IRA rules generally apply. For example, all earnings are tax-sheltered until they are withdrawn from the SIMPLE IRA and required minimum distributions must begin by April 1 of the year following the year the SIMPLE IRA owner reaches age 73 (age 72 if the SIMPLE IRA owner was born on or after July 1, 1949, but before January 1, 1951, or age 70½ if the SIMPLE IRA owner was born before July 1, 1949).

EMPLOYEE COMMUNICATIONS

If you have employees, provide each eligible employee with a completed copy of the *Participation Notice & Summary Description* provided in this kit. You must provide this notice prior to the employees’ initial 60 day election period (alternatively, you may provide employees with the IRS Model Notification to Eligible Employees and a copy of the Form 5304-SIMPLE to satisfy the initial notice requirements). In addition, each year you must provide employees certain plan information prior to the election period. You must work with the trustees, custodians, and issuers of your employees’ SIMPLE IRAs to satisfy your subsequent annual notice requirements.

Make sure all participating employees have established SIMPLE IRAs.

Have all eligible employees complete and sign *Salary Reduction Agreements* (or the IRS Model Salary Reduction Agreement). You may reproduce the *Salary Reduction Agreement* in this kit to set up your employees’ elections.

SUMMARY

You should consult with your legal and tax advisors for guidance in determining whether this SIMPLE IRA plan is the right option for your business and, if so, in selecting the plan features which best suit your business’ needs. Once you are ready to adopt the plan, refer to the enclosed instructions for completing these documents and properly establishing your plan.

The following instructions are designed to assist you in setting up your SIMPLE IRA plan. They are not intended as a substitute for guidance from your legal or tax advisor.

STEPS TO FOLLOW:

- STEP 1.** Complete the “Employers Eligibility Checklist” below.
The following questions are designed to help you, the employer, along with your legal or tax advisor, determine if you are eligible to adopt a SIMPLE IRA plan. Answer the following questions:
- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Do you own or control a business from which your personal services are an income producing factor? <i>If the answer is NO, STOP. You are not eligible to establish this plan. If the answer to Question 1 is YES, go to Question 2.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Do you have more than 100 employees who received at least \$5,000 of compensation from you in the previous calendar year? <i>If the answer is YES, STOP. You are not eligible to establish this plan. If the answer to Question 2 is NO, go to Question 3.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Have you maintained any other qualified plan during the current calendar year in which contributions were made or benefits were accrued? <i>If the answer is YES, STOP. You are not eligible to establish this plan.</i>
<i>If you have properly answered all of the preceding questions, go on to Step 2.</i> |
- STEP 2.** Complete and sign the Form 5304-SIMPLE (see page 2).
- STEP 3.** If you have employees, complete the “Employee Eligibility Checklist” below.
The following questions are designed to help you, the employer, along with your legal or tax advisor, identify the employees which are eligible to participate in your SIMPLE IRA plan. Answer the following questions:
- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Is your business a member of a controlled group of corporations, businesses, or trades (whether or not incorporated) within the meaning of IRC Section 414(b) or 414(c)? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Is the business a member of an affiliated service group within the meaning of IRC Section 414(n)? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Does the business use the services of leased employees within the meaning of IRC Section 414(n)?
<i>If you answered any of the above questions 1 through 3 YES, you may have to include the leased employees and/or employees of the other business(es) in the plan. Consult your tax advisor to determine what additional action, if any, you must take.</i> |
- STEP 4.** If you have employees, complete the *Participation Notice & Summary Description* (see page 8) and provide a copy to each employee immediately before his or her election period begins.
- STEP 5.** Make sure all eligible employees have established SIMPLE IRAs with their financial organizations.
- STEP 6.** Have all eligible employees complete a *Salary Reduction Agreement* (see page 10).

Financial Organization Name _____

Address _____

City/State/Zip Code _____

Savings Incentive Match Plan for Employees of Small Employers (SIMPLE)— Not for Use With a Designated Financial Institution

Form **5304-SIMPLE**

(Rev. March 2012)

Department of the Treasury
Internal Revenue Service

OMB No. 1545-1502

Do not file
with the Internal
Revenue Service

_____ establishes the following SIMPLE IRA plan under section 408(p) of the Internal Revenue Code and pursuant to the instructions contained in this form.
Name of Employer _____

Article I – Employee Eligibility Requirements *(complete applicable box(es) and blanks—see instructions)*

- 1 General Eligibility Requirements.** The Employer agrees to permit salary reduction contributions to be made in each calendar year to the SIMPLE IRA established by each employee who meets the following requirements (select either 1a or 1b):
- a** **Full Eligibility.** All employees are eligible.
- b** **Limited Eligibility.** Eligibility is limited to employees who are described in both (i) and (ii) below:
- (i) **Current compensation.** Employees who are reasonably expected to receive at least \$ _____ in compensation (not to exceed \$5,000) for the calendar year.
- (ii) **Prior compensation.** Employees who have received at least \$ _____ in compensation (not to exceed \$5,000) during any _____ calendar year(s) (insert 0, 1, or 2) preceding the calendar year.
- 2 Excludable Employees.**
- The Employer elects to exclude employees covered under a collective bargaining agreement for which retirement benefits were the subject of good faith bargaining. **Note:** *This box is deemed checked if the Employer maintains a qualified plan covering only such employees.*

Article II – Salary Reduction Agreements *(complete the box and blank, if applicable—see instructions)*

- 1 Salary Reduction Election.** An eligible employee may make an election to have his or her compensation for each pay period reduced. The total amount of the reduction in the employee's compensation for a calendar year cannot exceed the applicable amount for that year.
- 2 Timing of Salary Reduction Elections**
- a** For a calendar year, an eligible employee may make or modify a salary reduction election during the 60-day period immediately preceding January 1 of that year. However, for the year in which the employee becomes eligible to make salary reduction contributions, the period during which the employee may make or modify the election is a 60-day period that includes either the date the employee becomes eligible or the day before.
- b** In addition to the election periods in 2a, eligible employees may make salary reduction elections or modify prior elections _____. If the Employer chooses this option, insert a period or periods (for example, semi-annually, quarterly, monthly, or daily) that will apply uniformly to all eligible employees.
- c** No salary reduction election may apply to compensation that an employee received, or had a right to immediately receive, before execution of the salary reduction election.
- d** An employee may terminate a salary reduction election at any time during the calendar year. If this box is checked, an employee who terminates a salary reduction election not in accordance with 2b may not resume salary reduction contributions during the calendar year.

Article III – Contributions *(complete the blank, if applicable—see instructions)*

- 1 Salary Reduction Contributions.** The amount by which the employee agrees to reduce his or her compensation will be contributed by the Employer to the employee's SIMPLE IRA.
- 2 a Matching Contributions**
- (i) For each calendar year, the Employer will contribute a matching contribution to each eligible employee's SIMPLE IRA equal to the employee's salary reduction contributions up to a limit of 3% of the employee's compensation for the calendar year.
- (ii) The Employer may reduce the 3% limit for the calendar year in (i) only if:
- (1) The limit is not reduced below 1%; (2) The limit is not reduced for more than 2 calendar years during the 5-year period ending with the calendar year the reduction is effective; and (3) Each employee is notified of the reduced limit within a reasonable period of time before the employees' 60-day election period for the calendar year (described in Article II, item 2a).
- b Nonelective Contributions**
- (i) For any calendar year, instead of making matching contributions, the Employer may make nonelective contributions equal to 2% of compensation for the calendar year to the SIMPLE IRA of each eligible employee who has at least \$ _____, (not more than \$5,000) in compensation for the calendar year. No more than \$250,000* in compensation can be taken into account in determining the nonelective contribution for each eligible employee.
- (ii) For any calendar year, the Employer may make 2% nonelective contributions instead of matching contributions only if:
- (1) Each eligible employee is notified that a 2% nonelective contribution will be made instead of a matching contribution; and (2) This notification is provided within a reasonable period of time before the employees' 60-day election period for the calendar year (described in Article II, item 2a).
- 3 Time and Manner of Contributions**
- a** The Employer will make the salary reduction contributions (described in 1 above) for each eligible employee to the SIMPLE IRA established at the financial institution selected by that employee no later than 30 days after the end of the month in which the money is withheld from the employee's pay. See instructions.
- b** The Employer will make the matching or nonelective contributions (described in 2a and 2b above) for each eligible employee to the SIMPLE IRA established at the financial institution selected by that employee no later than the due date for filing the Employer's tax return, including extensions, for the taxable year that includes the last day of the calendar year for which the contributions are made.

*This is the amount for 2012. For later years, the limit may be increased for cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS's website at irs.gov.

Article IV – Other Requirements and Provisions

- 1 **Contributions in General.** The Employer will make no contributions to the SIMPLE IRAs other than salary reduction contributions (described in Article III, item 1) and matching or nonelective contributions (described in Article III, items 2a and 2b).
- 2 **Vesting Requirements.** All contributions made under this SIMPLE IRA plan are fully vested and nonforfeitable.
- 3 **No Withdrawal Restrictions.** The Employer may not require the employee to retain any portion of the contributions in his or her SIMPLE IRA or otherwise impose any withdrawal restrictions.
- 4 **Selection of IRA Trustee.** The Employer must permit each eligible employee to select the financial institution that will serve as the trustee, custodian, or issuer of the SIMPLE IRA to which the Employer will make all contributions on behalf of that employee.
- 5 **Amendments To This SIMPLE IRA Plan.** This SIMPLE IRA plan may not be amended except to modify the entries inserted in the blanks or boxes provided in Articles I, II, III, VI, and VII.
- 6 **Effects Of Withdrawals and Rollovers**
 - a An amount withdrawn from the SIMPLE IRA is generally includible in gross income. However, a SIMPLE IRA balance may be rolled over or transferred on a tax-free basis to another IRA designed solely to hold funds under a SIMPLE IRA plan. In addition, an individual may roll over or transfer his or her SIMPLE IRA balance to any IRA or eligible retirement plan after a 2-year period has expired since the individual first participated in any SIMPLE IRA plan of the Employer. Any rollover or transfer must comply with the requirements under section 408.
 - b If an individual withdraws an amount from a SIMPLE IRA during the 2-year period beginning when the individual first participated in any SIMPLE IRA plan of the Employer and the amount is subject to the additional tax on early distributions under section 72(t), this additional tax is increased from 10% to 25%.

Article V – Definitions

- 1 **Compensation**
 - a **General Definition of Compensation.** Compensation means the sum of the wages, tips, and other compensation from the Employer subject to federal income tax withholding (as described in section 6051(a)(3)), the amounts paid for domestic service in a private home, local college club, or local chapter of a college fraternity or sorority, and the employee’s salary reduction contributions made under this plan, and, if applicable, elective deferrals under a section 401(k) plan, a SARSEP, or a section 403(b) annuity contract and compensation deferred under a section 457 plan required to be reported by the Employer on Form W-2 (as described in section 6051(a)(8)).
 - b **Compensation for Self-Employed Individuals.** For self-employed individuals, compensation means the net earnings from self-employment determined under section 1402(a), without regard to section 1402(c)(6), prior to subtracting any contributions made pursuant to this plan on behalf of the individual.
- 2 **Employee.** Employee means a common-law employee of the Employer. The term employee also includes a self-employed individual and a leased employee described in section 414(n) but does not include a nonresident alien who received no earned income from the Employer that constitutes income from sources within the United States.
- 3 **Eligible Employee.** An eligible employee means an employee who satisfies the conditions in Article I, item 1 and is not excluded under Article I, item 2.
- 4 **SIMPLE IRA.** A SIMPLE IRA is an individual retirement account described in section 408(a), or an individual retirement annuity described in section 408(b), to which the only contributions that can be made are contributions under a SIMPLE IRA plan and rollovers or transfers from another SIMPLE IRA.

Article VI – Procedures for Withdrawals

*(The employer will provide each employee with the procedures for withdrawals of contributions received by the financial institution selected by that employee, and that financial institution’s name and address (by attaching that information or inserting it in the space below) unless: (1) that financial institution’s procedures are unavailable, or (2) that financial institution provides the procedures directly to the employee. See **Employee Notification** in the instructions.)*

Article VII – Effective Date

This SIMPLE IRA plan is effective _____ . See instructions.

• • • • •

Name of Employer

By: Signature Date

Address of Employer

Name and title

Model Notification to Eligible Employees

I. Opportunity to Participate in the SIMPLE IRA Plan

You are eligible to make salary reduction contributions to the _____ SIMPLE IRA plan. This notice and the attached summary description provide you with information that you should consider before you decide whether to start, continue, or change your salary reduction agreement.

II. Employer Contribution Election

For the _____ calendar year, the Employer elects to contribute to your SIMPLE IRA (*employer must select either (1), (2), or (3)*):

- (1) A matching contribution equal to your salary reduction contributions up to a limit of 3% of your compensation for the year;
- (2) A matching contribution equal to your salary reduction contributions up to a limit of _____% (*employer must insert a number from 1 to 3 and is subject to certain restrictions*) of your compensation for the year; or
- (3) A nonelective contribution equal to 2% of your compensation for the year (limited to compensation of \$250,000*) if you are an employee who makes at least \$_____ (*employer must insert an amount that is \$5,000 or less*) in compensation for the year.

III. Administrative Procedures

To start or change your salary reduction contributions, you must complete the salary reduction agreement and return it to _____ (*employer should designate a place or individual*) by _____ (*employer should insert a date that is not less than 60 days after notice is given*).

IV. Employee Selection of Financial Institution

You must select the financial institution that will serve as the trustee, custodian, or issuer of your SIMPLE IRA and notify your Employer of your selection.

Model Salary Reduction Agreement

I. Salary Reduction Election

Subject to the requirements of the SIMPLE IRA plan of _____ (*name of employer*) I authorize _____% or \$_____ (which equals _____% of my current rate of pay) to be withheld from my pay for each pay period and contributed to my SIMPLE IRA as a salary reduction contribution.

II. Maximum Salary Reduction

I understand that the total amount of my salary reduction contributions in any calendar year cannot exceed the applicable amount for that year. See instructions.

III. Date Salary Reduction Begins

I understand that my salary reduction contributions will start as soon as permitted under the SIMPLE IRA plan and as soon as administratively feasible or, if later, _____ (*Fill in the date you want the salary reduction contributions to begin. The date must be after you sign this agreement.*)

IV. Employee Selection of Financial Institution

I select the following financial institution to serve as the trustee, custodian, or issuer of my SIMPLE IRA.

Name of financial institution

Address of financial institution

SIMPLE IRA account name and number

I understand that I must establish a SIMPLE IRA to receive any contributions made on my behalf under this SIMPLE IRA plan. If the information regarding my SIMPLE IRA is incomplete when I first submit my salary reduction agreement, I realize that it must be completed by the date contributions must be made under the SIMPLE IRA plan. If I fail to update my agreement to provide this information by that date, I understand that my Employer may select a financial institution for my SIMPLE IRA.

V. Duration of Election

This salary reduction agreement replaces any earlier agreement and will remain in effect as long as I remain an eligible employee under the SIMPLE IRA plan or until I provide my Employer with a request to end my salary reduction contributions or provide a new salary reduction agreement as permitted under this SIMPLE IRA plan.

Signature of employee

Date

**This is the amount for 2012. For later years, the limit may be increased for cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS's website at irs.gov.*

General Instructions

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

Purpose of Form

Form 5304-SIMPLE is a model Savings Incentive Match Plan for Employees of Small Employers (SIMPLE) plan document that an employer may use to establish a SIMPLE IRA plan described in section 408(p), under which each eligible employee is permitted to select the financial institution for his or her SIMPLE IRA.

These instructions are designed to assist in the establishment and administration of the SIMPLE IRA plan. They are not intended to supersede any provision in the SIMPLE IRA plan.

Do not file Form 5304-SIMPLE with the IRS. Instead, keep it with your records.

For more information, see Pub. 560, *Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans)*, and Pub. 590, *Individual Retirement Arrangements (IRAs)*.

Note. If you used the March 2002, August 2005, or September 2008 version of Form 5304-SIMPLE to establish a model Savings Incentive Match Plan, you are not required to use this version of the form.

Which Employers May Establish and Maintain a SIMPLE IRA Plan?

To establish and maintain a SIMPLE IRA plan, you must meet both of the following requirements:

1. Last calendar year, you had no more than 100 employees (including self-employed individuals) who earned \$5,000 or more in compensation from you during the year. If you have a SIMPLE IRA plan but later exceed this 100-employee limit, you will be treated as meeting the limit for the 2 years following the calendar year in which you last satisfied the limit.

2. You do not maintain during any part of the calendar year another qualified plan with respect to which contributions are made, or benefits are accrued, for service in the calendar year. For this purpose, a qualified plan (defined in section 219(g)(5)) includes a qualified pension plan, a profit-sharing plan, a stock bonus plan, a qualified annuity plan, a tax-sheltered annuity plan, and a simplified employee pension (SEP) plan. A qualified plan that only covers employees covered under a collective bargaining agreement for which retirement benefits were the subject of good faith bargaining is disregarded if these employees are excluded from participating in the SIMPLE IRA plan. If the failure to continue to satisfy the 100-employee limit or the one-plan rule described in 1 and 2 above is due to an acquisition or similar transaction involving your business, special rules apply. Consult your tax advisor to find out if you can still maintain the plan after the transaction.

Certain related employers (trades or businesses under common control) must be treated as a single employer for purposes of the SIMPLE IRA requirements. These are: (1) a controlled group of corporations under section 414(b); (2) a partnership or sole proprietorship under common control under section 414(c); or (3) an affiliated service group under section 414(m). In addition, if you have leased employees required to be treated as your own employees under the rules of section 414(n), then you must count all such leased employees for the requirements listed above.

What is a SIMPLE IRA Plan?

A SIMPLE IRA plan is a written arrangement that provides you and your employees with an easy way to make contributions to provide retirement income for your employees. Under a SIMPLE IRA plan, employees may choose whether to make salary reduction contributions to the SIMPLE IRA plan rather than receiving these amounts as part of their regular compensation. In addition, you will contribute matching or nonelective contributions on behalf of eligible employees (see *Employee Eligibility Requirements* below and *Contributions* later). All contributions under this plan will be deposited into a SIMPLE individual retirement account or annuity established for each eligible employee with the financial institution selected by him or her.

When To Use Form 5304-SIMPLE

A SIMPLE IRA plan may be established by using this Model Form or any other document that satisfies the statutory requirements.

Do not use Form 5304-SIMPLE if:

1. You want to require that all SIMPLE IRA plan contributions initially go to a financial institution designated by you. That is, you do not want to permit each of your eligible employees to choose a financial institution that will initially receive contributions. Instead, use Form 5305-SIMPLE, *Savings Incentive Match Plan for Employees of Small Employers (SIMPLE) — for Use With a Designated Financial Institution*;
2. You want employees who are nonresident aliens receiving no earned income from you that constitutes income from sources within the United States to be eligible under this plan; or
3. You want to establish a SIMPLE 401(k) plan.

Completing Form 5304-SIMPLE

Pages 2 and 3 of Form 5304-SIMPLE contain the operative provisions of your SIMPLE IRA plan. This SIMPLE IRA plan is considered adopted when you have completed all applicable boxes and blanks and it has been executed by you.

The SIMPLE IRA plan is a legal document with important tax consequences for you and your employees. You may want to consult with your attorney or tax advisor before adopting this plan.

Employee Eligibility Requirements (Article I)

Each year for which this SIMPLE IRA plan is effective, you must permit salary reduction contributions to be made by all of your employees who are reasonably expected to receive at least \$5,000 in compensation from you during the year, and who received at least \$5,000 in compensation from you in any 2 preceding years. However, you can expand the group of employees who are eligible to participate in the SIMPLE IRA plan by completing the options provided in Article I, items 1a and 1b. To choose full eligibility, check the box in Article I, item 1a. Alternatively, to choose limited eligibility, check the box in Article I, item 1b, and then insert "\$5,000" or a lower compensation amount (including zero) and "2" or a lower number of years of service in the blanks in (i) and (ii) of Article I, item 1b.

In addition, you can exclude from participation those employees covered under a collective bargaining agreement for which retirement benefits were the subject of good faith bargaining. You may do this by checking the box in Article I, item 2. Under certain circumstances, these employees must be excluded. See *Which Employers May Establish and Maintain a SIMPLE IRA Plan?* above.

Salary Reduction Agreements (Article II)

As indicated in Article II, item 1, a salary reduction agreement permits an eligible employee to make a salary reduction election to have his or her compensation for each pay period reduced by a percentage (expressed as a percentage or dollar amount). The total amount of the reduction in the employee's compensation cannot exceed the applicable amount for any calendar year. The applicable amount is \$11,500 for 2012. After 2012, the \$11,500 amount may be increased for cost-of-living adjustments. In the case of an eligible employee who is 50 or older by the end of the calendar year, the above limitation is increased by \$2,500 for 2012. After 2012, the \$2,500 amount may be increased for cost-of-living adjustments.

Timing of Salary Reduction Elections

For any calendar year, an eligible employee may make or modify a salary reduction election during the 60-day period immediately preceding January 1 of that year. However, for the year in which the employee becomes eligible to make salary reduction contributions, the period during which the employee may make or modify the election is a 60-day period that includes either the date the employee becomes eligible or the day before.

You can extend the 60-day election periods to provide additional opportunities for eligible employees to make or modify salary reduction elections using the blank in Article II, item 2b. For example, you can provide that eligible employees may make new salary reduction elections or modify prior elections for any calendar quarter during the 30 days before that quarter.

You may use the *Model Salary Reduction Agreement* on page 4 to enable eligible employees to make or modify salary reduction elections.

Employees must be permitted to terminate their salary reduction elections at any time. They may resume salary reduction contributions for the year if permitted under Article II, item 2b. However, by checking the box in Article II, item 2d, you may prohibit an employee who terminates a salary reduction election outside the normal election cycle from resuming salary reduction contributions during the remainder of the calendar year.

Contributions (Article III)

Only contributions described below may be made to this SIMPLE IRA plan. No additional contributions may be made.

Salary Reduction Contributions

As indicated in Article III, item 1, salary reduction contributions consist of the amount by which the employee agrees to reduce his or her compensation. You must contribute the salary reduction contributions to the financial institution selected by each eligible employee.

Matching Contributions

In general, you must contribute a matching contribution to each eligible employee's SIMPLE IRA equal to the employee's salary reduction contributions. This matching contribution cannot exceed 3% of the employee's compensation. See *Definition of Compensation*, below.

You may reduce this 3% limit to a lower percentage, but not lower than 1%. You cannot lower the 3% limit for more than 2 calendar years out of the 5-year period ending with the calendar year the reduction is effective.

Note: If any year in the 5-year period described above is a year before you first established any SIMPLE IRA plan, you will be treated as making a 3% matching contribution for that year for purposes of determining when you may reduce the employer matching contribution.

To elect this option, you must notify the employees of the reduced limit within a reasonable period of time before the applicable 60-day election periods for the year. See *Timing of Salary Reduction Elections* above.

Nonelective Contributions

Instead of making a matching contribution, you may, for any year, make a nonelective contribution equal to 2% of compensation for each eligible employee who has at least \$5,000 in compensation for the year. Nonelective contributions may not be based on more than \$250,000* of compensation.

To elect to make nonelective contributions, you must notify employees within a reasonable period of time before the applicable 60-day election periods for such year. See *Timing of Salary Reduction Elections* above.

Note: Insert "\$5,000" in Article III, item 2b(i) to impose the \$5,000 compensation requirement. You may expand the group of employees who are eligible for nonelective contributions by inserting a compensation amount lower than \$5,000.

Effective Date (Article VII)

Insert in Article VII the date you want the provisions of the SIMPLE IRA plan to become effective. You must insert January 1 of the applicable year unless this is the first year for which you are adopting any SIMPLE IRA plan. If this is the first year for which you are adopting a SIMPLE IRA plan, you may insert any date between January 1 and October 1, inclusive of the applicable year.

Additional Information Timing of Salary Reduction Contributions

The employer must make the salary reduction contributions to the financial institution selected by each eligible employee for his or her SIMPLE IRA no later than the 30th day of the month following the month in which the amounts would otherwise have been payable to the employee in cash.

The Department of Labor has indicated that most SIMPLE IRA plans are also subject to Title I of the Employee Retirement Income Security Act of 1974 (ERISA). Under Department of Labor regulations at 29 CFR 2510.3-102, salary reduction contributions must be made to each participant's SIMPLE IRA as of the earliest date on which those contributions can reasonably be segregated from the employer's general assets, but in no event later than the 30-day deadline described previously.

Definition of Compensation

"Compensation" means the amount described in section 6051(a)(3) (wages, tips, and other compensation from the employer subject to federal income tax withholding under section 3401(a)), and amounts paid for domestic service in a private home, local college club, or local chapter of a college fraternity or sorority. Usually, this is the amount shown in box 1 of Form W-2, *Wage and Tax Statement*. For further information, see Pub. 15, (*Circular E*), *Employer's Tax Guide*. Compensation also includes the salary reduction contributions made under this plan, and, if applicable, compensation deferred under a section 457 plan. In determining an employee's compensation for prior years, the employee's elective deferrals under a section 401(k) plan, a SARSEP, or a section 403(b) annuity contract are also included in the employee's compensation.

For self-employed individuals, compensation means the net earnings from self-employment determined under section 1402(a), without regard to section 1402(c)(6), prior to subtracting any contributions made pursuant to this SIMPLE IRA plan on behalf of the individual.

Employee Notification

You must notify each eligible employee prior to the employee's 60-day election period described above that he or she can make or change salary reduction elections and select the financial institution that will serve as the trustee, custodian, or issuer of the employee's SIMPLE IRA. In this notification, you must indicate whether you will provide:

1. A matching contribution equal to your employees' salary reduction contributions up to a limit of 3% of their compensation;

*This is the amount for 2012. For later years, the limit may be increased for cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS's website at irs.gov.

2. A matching contribution equal to your employees' salary reduction contributions subject to a percentage limit that is between 1 and 3% of their compensation; or
3. A nonelective contribution equal to 2% of your employees' compensation.

You can use the *Model Notification to Eligible Employees* earlier to satisfy these employee notification requirements for this SIMPLE IRA plan. A *Summary Description* must also be provided to eligible employees at this time. This summary description requirement may be satisfied by providing a completed copy of pages 2 and 3 of Form 5304-SIMPLE (including the information described in *Article VI – Procedures for Withdrawals*).

If you fail to provide the employee notification (including the summary description) described above, you will be liable for a penalty of \$50 per day until the notification is provided. If you can show that the failure was due to reasonable cause, the penalty will not be imposed.

If the financial institution's name, address, or withdrawal procedures are not available at the time the employee must be given the summary description, you must provide the summary description without this information. In that case, you will have reasonable cause for not including this information in the summary description, but only if you ensure that it is provided to the employee as soon as administratively feasible.

Reporting Requirements

You are not required to file any annual information returns for your SIMPLE IRA plan, such as Form 5500, *Annual Return/Report of Employee Benefit Plan*, or Form 5500-EZ, *Annual Return of One-Participant (Owners and Their Spouses) Retirement Plan*. However, you must report to the IRS which eligible employees are active participants in the SIMPLE IRA plan and the amount of your employees' salary reduction contributions to the SIMPLE IRA plan on Form W-2. These contributions are subject to social security, Medicare, railroad retirement, and federal unemployment tax.

Deducting Contributions

Contributions to this SIMPLE IRA plan are deductible in your tax year containing the end of the calendar year for which the contributions are made.

Contributions will be treated as made for a particular tax year if they are made for that year and are made by the due date (including extensions) of your income tax return for that year.

Summary Description

Each year the SIMPLE IRA plan is in effect, the financial institution for the SIMPLE IRA of each eligible employee must provide the employer the information described in section 408(l)(2)(B). This requirement may be satisfied by providing the employer a current copy of Form 5304-SIMPLE (including instructions) together with the financial institution's procedures for withdrawals from SIMPLE IRAs established at that financial institution, including the financial institution's name and address. The summary description must be received by the employer in sufficient time to comply with the *Employee Notification* requirements earlier.

There is a penalty of \$50 per day imposed on the financial institution for each failure to provide the summary description described above. However, if the failure was due to reasonable cause, the penalty will not be imposed.

Paperwork Reduction Act Notice. You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping 3 hr., 38 min.

Learning about the law or the form 2 hr., 26 min.

Preparing the form 47 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send this form to this address. Instead, keep it with your records.



PARTICIPATION NOTICE & SUMMARY DESCRIPTION

IMPORTANT: Carefully read and consider the information on both sides of this form before you decide whether to start, continue, or change your salary reduction election.

SECTION A. GENERAL INFORMATION

Employer Information

Name of Employer _____
Address _____
City _____ State _____ Zip _____
Telephone _____

Trustee/Custodian/ Issuer Information

Name of Trustee, Custodian, or Issuer _____
Address _____
City _____ State _____ Zip _____

SECTION B. ELIGIBILITY REQUIREMENTS

Opportunity to Participate

This form is intended, in part, to notify you of your rights to choose, during the election period, to make salary reduction contributions under the savings incentive match plan for employees of small employers (SIMPLE) IRA plan established by your employer. The election period is generally the 60-day period before the beginning of each calendar year and the 60-day period before the first day you become eligible to participate. This notice includes a summary description of your employer's SIMPLE IRA plan.

Eligible Employees

Except as provided below, you will be eligible to participate in this plan unless you are covered by a collective bargaining agreement (unless the collective bargaining agreement specifies that you will participate).

In spite of the preceding paragraph, you will be eligible to participate in your employer's SIMPLE IRA plan even if you are covered by a collective bargaining agreement: YES NO

Compensation and Service

To become eligible to participate in the plan, you must have earned \$5,000 during any two preceding calendar years and you must be reasonably expected to earn such amount during the current calendar year, unless otherwise specified below.

You are required to earn at least \$ _____ (may not exceed \$5,000) during any _____ (may not exceed 2) preceding calendar years and expected to earn at least \$ _____ (may not exceed \$5,000) during the current calendar year to be eligible to participate in the Plan.

SECTION C. PLAN CONTRIBUTIONS

Financial Institution

You must select the financial organization that will serve as trustee, custodian or issuer of your SIMPLE IRA and notify your Employer by providing a completed *Salary Reduction Agreement*.

Salary Reduction Contributions

By completing a *Salary Reduction Agreement*, you agree to make elective deferrals to this plan. Your Compensation will be reduced each pay period by an amount equal to the percentage of your Compensation you specify on the *Salary Reduction Agreement*. Generally, your elective deferrals (excluding catch-up contributions) may not exceed \$15,500 for 2023 and \$16,000 for 2024 (after 2024 this limit is subject to cost-of-living adjustments).

Catch-Up Contributions will will not be permitted under the plan.

If catch-up contributions are available under the Plan and you will attain age 50 on or before the end of the Year, you are eligible to make catch-up contributions. Your catch-up contributions may not exceed \$3,500 for 2023 and 2024 (after 2024 this amount is subject to cost-of-living adjustments).

If your Employer employs no more than 25 Employees who received at least \$5,000 in Compensation in the previous calendar year, you may defer up to 110 percent of the 2024 Elective Deferral limit.

You may change the amount of your salary reduction contributions by completing and signing a revised *Salary Reduction Agreement* during the election period or any other period specified below.

You may discontinue making salary reduction contributions at any time during the calendar year by completing and signing a revised *Salary Reduction Agreement*. You are allowed to commence making salary reduction contributions the first day of the calendar year following the calendar year you cease deferring unless specified otherwise below.

- Employer Contributions** For calendar year _____, your employer will make matching contributions equal to 100 percent of your salary reduction contributions which do not exceed three percent of your compensation unless your employer elects to make either the alternative matching contribution or the nonelective contribution described in Options 1 and 2 below.
- Option 1:** Matching contributions in an amount equal to your salary reduction contributions which do not exceed _____% (must not be less than 1%).
- Option 2:** Nonelective contributions equal to two percent of compensation on behalf of each eligible employee who earns at least \$5,000 during the year unless a different dollar amount is specified below.
You are required to earn at least \$ _____ (may not exceed \$5,000) during the calendar year to be eligible to receive nonelective contributions.

SECTION D. DISTRIBUTIONS

The following is a summary of the rules applicable to distributions from SIMPLE IRAs. You are advised to refer to your SIMPLE IRA documents and/or seek the assistance of a qualified tax advisor if you have additional questions.

- Procedures** SIMPLE IRA assets are fully vested and may be withdrawn at any time subject to taxes and penalties as explained below. The trustee, custodian, or issuer of your SIMPLE IRA, and not your employer, is responsible for making distributions to you upon your request.
- Federal Income Tax** Distributions from SIMPLE IRAs are taxed as ordinary income in the year in which you receive them. In addition, federal income tax withholding will be applied to your distribution at a rate of 10 percent unless you specify a different rate or waive your right to withholding.
- Penalties** A 25 percent early distribution penalty tax applies to SIMPLE IRA distributions taken within two years of your initial participation in the plan, unless you are age 59½ or older or can claim an exemption from the early distribution penalty described in Internal Revenue Code (IRC) Sec. 72(t)(6). If you are under age 59½, have satisfied the two-year requirement and receive a distribution, you will be subject to a 10 percent early distribution penalty tax.
- Rollovers** SIMPLE IRA distributions may be rolled over to other SIMPLE IRAs. If a SIMPLE IRA distribution is properly rolled over, your rollover amount will be excluded when determining the amount of your federal income tax or early distribution penalty tax. You may roll over SIMPLE IRA distributions to regular IRAs, qualified retirement plans, tax-sheltered annuities, and deferred compensation plans. However, you must generally wait two years from the date you become a participant before doing so.
- Required Minimum Distributions** If you were born before July 1, 1949, you are required to begin taking minimum distributions from your SIMPLE IRA upon attainment of age 70½ in accordance with IRS regulations. If you were born on or after July 1, 1949, but before January 1, 1951, you are required to begin taking minimum distributions from your SIMPLE IRA upon attainment of age 72 in accordance with IRS regulations. If you were born on or after January 1, 1951, you are required to begin taking minimum distributions from your SIMPLE IRA upon attainment of age 73 in accordance with IRS regulations.
- Procedures for Withdrawals** If you wish to take a distribution from your SIMPLE IRA, you must complete a withdrawal authorization provided by the trustee, custodian, or issuer of your SIMPLE IRA. In addition, the following procedures apply to you upon requesting a distribution.



SALARY REDUCTION AGREEMENT

IMPORTANT: Carefully read all sections of this agreement before signing it.

SECTION A. GENERAL INFORMATION

Employer and Plan Information

Name of Employer _____
Address _____
City _____ State _____ Zip _____
Telephone _____

Employee Information

Name _____
Home Address _____
City _____ State _____ Zip _____
Employee Number _____ Social Security Number _____

SECTION B. TERMS OF AGREEMENT *To Be Completed By the Employer*

Limits on Salary Reduction Contributions

Subject to the requirements of the employer's SIMPLE IRA plan, each employee who is eligible to enroll as a contributing participant may set aside a percentage of his or her pay into the plan (elective deferrals) by signing this *Salary Reduction Agreement*. This *Salary Reduction Agreement* replaces any earlier *Salary Reduction Agreement* and will remain in effect as long as the employee remains an eligible employee or until he or she provides the employer with a new *Salary Reduction Agreement* as permitted by the plan. A participant who is age 50 or older by the end of the year may be allowed to make catch-up contributions. A participant's elective deferrals (excluding catch-up contributions) may not exceed \$15,500 for 2023 and \$16,000 for 2024 (after 2024 this amount is subject to cost-of-living adjustments).

For 2024, if the employer employs no more than 25 employees who received at least \$5,000 in compensation in the previous calendar year, a participant's elective deferrals may not exceed 110 percent of the 2024 elective deferral limit.

Changing This Agreement

An employee may change the percentage of pay he or she is setting aside into the plan. Any employee who wishes to make such a change must complete and sign a new *Salary Reduction Agreement* and give it to the employer during the election period or any other period the employer specifies on the *Participation Notice & Summary Description*.

Terminating This Agreement

An employee may terminate this *Salary Reduction Agreement*. After terminating this agreement, an employee cannot again begin making salary reduction contributions until the first day of the calendar year following the calendar year of termination or any other date the employer specifies on the *Participation Notice & Summary Description*.

Effective Date

This *Salary Reduction Agreement* will be effective for the pay period which begins _____.

SECTION C. AUTHORIZATION *To Be Completed By the Employee*

Elective Deferral Agreement

I, the undersigned employee, wish to set aside, as salary reduction contributions, _____ % or \$ _____ (which equals _____ % of my current rate of pay) into my employer's SIMPLE IRA plan by way of payroll deduction.

NOTE: *If you are eligible to defer and you attain age 50 before the close of the plan year, you may be able to make catch-up contributions under the SIMPLE IRA plan. Certain limits, as required by law, must be met prior to being eligible to make catch-up contributions. Your election above will pertain to elective deferrals which may include catch-up contributions. See your employer for additional information, including the catch-up contribution limit for the year.*

I agree that my pay will be reduced in the manner I have indicated above, and I affirmatively elect to have this amount contributed to the investments listed below. This *Salary Reduction Agreement* will continue to be effective while I am employed, unless I change or terminate it as explained in Section B above. I acknowledge that I have read this entire agreement, I understand it and I agree to its terms. Furthermore, I acknowledge that I have received a copy of the *Participation Notice & Summary Description*.

Trustee/Custodian/ Issuer Information

Name of Trustee, Custodian, or Issuer _____
Address _____
City _____ State _____ Zip _____

Signatures

Signature of Employee _____ Authorized Signature for Employer _____

Date _____ Title _____

Date _____

Please Print or Type

1. Mainstar Account Information

Account Name:			
Account Number:		Social Security Number:	

2. Current Custodian/Trustee Information

Custodian Name:		Account Number:	
Custodian Address:			
Custodian Phone:		Custodian Fax:	

3. Transfer – Rollover Options

TRANSFER <i>Custodian/Trustee to Custodian/Trustee (Non Reportable IRS Event)</i>	ROLLOVER <i>Administrator to Custodian (Reportable IRS Event)</i>
<input type="checkbox"/> Full or <input type="checkbox"/> Partial	<input type="checkbox"/> Full or <input type="checkbox"/> Partial
<input type="checkbox"/> Traditional IRA <input type="checkbox"/> SEP IRA <input type="checkbox"/> Roth IRA <input type="checkbox"/> SIMPLE IRA <input type="checkbox"/> Non-Qualified	<input type="checkbox"/> 401(k) <input type="checkbox"/> Profit Sharing Plan <input type="checkbox"/> 403(b) <input type="checkbox"/> Other _____ <i>Your employer may require additional forms to process your request.</i>
Are any of these funds/assets from an Inherited Account? <input type="checkbox"/> Yes <input type="checkbox"/> No	

4. Type of Transfer

****To ensure timely processing, please ensure that the liquidation process is complete and cash is available prior to submitting this request.****

Full Transfer/Rollover	Partial Transfer/Rollover
Transfer all cash and assets to Mainstar Trust and close your current account. <input type="checkbox"/> All Available Cash <input type="checkbox"/> All Cash & Assets (list assets in Section 5 below)	Cash <input type="checkbox"/> All Available Cash <input type="checkbox"/> Partial Cash in the amount of \$ _____ Assets <input type="checkbox"/> Transfer asset(s) listed in Section 5 below.

5. Assets to be Transferred

If transferring assets in-kind a copy of current account statement is required.
 I authorize Mainstar Trust to re-register the below assets:

Asset Name	Symbol or CUSIP	Quantity

6. Delivery Options to Current Custodian

Mainstar Trust will submit this request by regular US Postal Service. If you prefer an expedited service, please indicate the service, the billing number and billing address below.

- Regular US Postal Service (default)
 Fax (only if current custodian will accept by fax)
- Overnight Delivery (charge fee to Mainstar account)
 Accountholder Initiated (Accountholder submitted to current Custodian.)
- Use my overnight account (fee charged to billing number below)

Company: _____ Billing Number: _____ Overnight Service: _____
 Address: _____

7. Delivery Options from Current Custodian to Mainstar

*Mainstar will attach delivery instructions

Default payment election for cash should be sent by check to Mainstar. If wire is preferred, please elect below.

- Wire funds to Mainstar Trust. I understand a fee may be charged by my current Custodian and may reduce the balance requested.

8. Accountholder Signature

Account Name:		Date:	
_____ Accountholder/Trustee Signature			

If applicable: The following section must be completed in full if a financial advisor is on a mutual fund being transferred.

Advisor Name:		Advisor ID Number:	
Advisor Address:		Advisor Phone:	
		Branch Number:	
		Broker Dealer Name:	

For Official Use Only

Mainstar Trust Acceptance

Mainstar Trust has established the account type of:

- Traditional IRA
 SEP IRA
 Roth IRA
 Inherited IRA
 Inherited Roth IRA
- SIMPLE IRA
 Other: _____

As indicated for this client and agrees to accept the assets of said plan. Account Number: _____

See Attached Delivery Instructions

By: _____
 Mainstar Trust Authorized Signature Date

Signature Medallion Guarantee