

# IRA

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**TRADITIONAL IRA  
ROTH IRA**

***APPLICATION ENCLOSED***



A DIVISION OF COMMUNITY NATIONAL BANK

225 MAIN ST - PO BOX 225 | SENECA, KS 66538 | P: 800.680.0340 | F: 785.336.2214  
NEWACCOUNTS@CNBCUSTODY.COM | CNBCUSTODY.COM

# Instructions for Establishing a Self-Directed IRA

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The documents contained in this booklet may be used to establish a Traditional IRA and/or a Roth IRA. Applicable documents for each type of IRA are as follows: **TRADITIONAL IRA** - IRA Application, IRS Form 5305-A Traditional Individual Retirement Custodial Account and Traditional IRA Disclosure Statements; **ROTH IRA** - IRA Application, IRS Form 5305-RA Roth Individual Retirement Custodial Account and Roth IRA Disclosure Statements. Please read the instructions carefully and refer to the appropriate documents for the type of IRA you wish to establish. Contact your tax, legal, and/or financial advisors as necessary prior to establishing any type of retirement account.

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## Establishing your IRA

1. Review the information contained in the IRA booklet and consult your financial, tax, and/or legal advisor as necessary.
  2. Carefully complete each section of the IRA Application. It is imperative that you clearly indicate which type of IRA - Traditional, Roth, or SEP IRA - that you have chosen to establish.
  3. Make a copy of the IRA Application for your records.
  4. Mail the completed IRA Application with your signature to the address specified below along with any additional documents (i.e. transfer request, investment purchase authorization, etc.) and a check for the base fee and set up fee made payable to Community National Bank.
  5. Retain the IRA booklet containing the Custodial Agreement and Disclosure Statement along with the copy of the IRA Application for your records.
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## Non-FDIC Statement

**The investments in your IRA, with the exception of the Community National Bank (CNB) savings balance and any CNB certificates of deposit, are not FDIC insured; are not obligations of the bank; are not guaranteed by the bank; and involve risks, including possible loss of principal.**

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## Investment of Custodial Account

Community National Bank (CNB) will serve as custodian of your IRA and provide record keeping and tax reporting. As a custodian we do not have investment discretion over your IRA. You and/or your designated representative (Rep) have the sole authority and discretion to select and direct the investment of all assets in your IRA. We permit you to invest in a wide variety of investments based on administrative factors only. CNB does not recommend or evaluate the prudence, merit, viability or suitability of any investment and will not be responsible for the performance of any investment product. CNB does not sponsor or endorse any investment products other than the CNB savings balance or CNB certificates of deposit. You should seek adequate financial, tax, and/or legal counsel as necessary to manage the assets of your IRA.

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## Not an Agent of Community National Bank

We do not sponsor or endorse any investment products other than CNB certificates of deposit. The suggested use of our custody services by a financial representative, product sponsor, or any other individual or entity, does not deem such person or entity to be an agent, employee, representative or affiliate of CNB except as otherwise disclosed. We are not responsible for and are not bound by any representations, warranties, statements, agreements, disclosures, advice or information made by any such person beyond the terms and provisions contained in the CNB Agreement, Disclosure Statements, or other CNB forms or CNB documents.

## Appointment of Designated Representative

You may designate a Rep for your IRA by completing the applicable section on the Application. In doing so, you are appointing him/her to act as your agent with regard to directives of your IRA. Your designated Rep is not in any way an agent, employee, or representative of CNB unless otherwise disclosed by us.

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## Important Information About Procedures for Opening a New Account

Mandated by the USA Patriot Act

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

*What this means for you:*

When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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## Mailing Instructions

The IRA application along with any other applicable documents (i.e. Transfer Request form, Rollover Deposit Statement, Investment Purchase Authorization, Subscription Documents, etc.) should be mailed to our office at:

*Mailing Address:*

*Physical Address\*:*

**Community National Bank**  
Custody Division  
P.O. Box 225  
Seneca, KS 66538

**Community National Bank**  
Custody Division  
225 Main Street  
Seneca, KS 66538

*\*Please be aware that due to our location, overnight deliveries are not received until afternoon.*

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## Make Checks Payable to... "Community National Bank"

When investing through an IRA, funds must first be deposited in the IRA for proper tax reporting. CNB will then process any purchase transactions as directed. This will provide a clear audit trail for IRA transactions such as contributions, rollovers, transfers, etc. Checks should be made payable to "Community National Bank" rather than the escrow agent or company specified in the purchase documents.

CNB Custody charges fees for the processing of each account. Fees are based on the calendar year and are not prorated based on establishment or termination dates. Fees are not based on investment performance. Set-up and first year base fees are due upon establishment of the account. The annual base fee is due the beginning of each calendar year thereafter along with any transaction fees incurred through the year. Precious metals storage fees are charged upon opening of the storage account and annually thereafter. Special service fees are due as they occur. CNB reserves the right to require a minimum cash balance.

**Note:** Some investment products have arrangements wherein CNB fees, or a portion thereof, are covered when an account owner chooses their product as an investment. If at **any time** an investment sponsor elects to discontinue the fee arrangement, or a portion thereof, the account owner will be responsible for payment of all fees associated with their account. CNB's acceptance of fees through such arrangements shall not be construed as CNB's endorsement or recommendation of any investment product(s).

| SET-UP FEE   |                                |  |                                   |
|--|--------------------------------|--|-----------------------------------|
| Due upon account establishment   |                                | \$50.00  |                                   |
| ANNUAL BASE FEE - Due upon establishment, assessed on a calendar year basis, not pro-rated                                     |                                |  |                                   |
| Classic Accounts IRAs, Non-Qualified, and Custody Only accounts that hold standard and/or non-standard investments             |                                | \$125.00   |                                   |
| Real Estate Accounts IRA or Custody Only accounts that hold direct real estate (deed registered to the IRA or custody account) |                                | \$200.00   |                                   |
| Precious Metals IRAs that hold <b>only</b> precious metals; no other investments   |                                | No Base Fee, Transaction Fees Apply                            |                                   |
| INVESTMENT HOLDING FEES  |                                |  |                                   |
| REITs, BDCs, Interval Funds, DSTs, and Other Standard Investments <sup>1</sup>   |                                | No Charge  |                                   |
| Non-Standard Investments <sup>2</sup> (See definitions of Non-Standard and Standard investments below)                         |                                | \$50.00 each, up to 5 then no charge                           |                                   |
| Real Estate (Deed for the property is registered to the IRA or Custody account)  |                                | \$175.00 each  |                                   |
| Precious Metals  |                                | \$110.00 flat  |                                   |
| Brokerage Accounts   |                                | \$25.00 each   |                                   |
| PURCHASES, SALES, CORPORATE ACTIONS  |                                |  |                                   |
| Standard Investments <sup>1</sup> and Brokerage Accounts <sup>6</sup>  |                                | \$15.00 each   |                                   |
| Non-Standard Investments <sup>2</sup>  |                                | \$50.00 each   |                                   |
| Real Estate (Deed for the property is registered to the IRA or Custody account)  |                                | \$150.00 each  |                                   |
| Precious Metals  |                                | \$25.00 each   |                                   |
| Periodic Purchases of Standard Investments <sup>1</sup>  |                                | \$5.00 each  |                                   |
| DISBURSEMENTS  |                                |  |                                   |
| Cash Distributions by ACH  |                                | No Charge  |                                   |
| Cash Distributions by Check  |                                | \$15.00 each   |                                   |
| One-Time Transfer of Cash  |                                | \$25.00 each   |                                   |
| Periodic Transfer of Cash (1 <sup>st</sup> transfer is charged as one-time)  |                                | \$10.00 each   |                                   |
| Conversion or Recharacterization of Cash   |                                | \$25.00 each   |                                   |
| Re-registration of Investment <sup>3</sup> (Does not apply to investments transferring in to CNB)                              |                                | \$50.00 each   |                                   |
| Account Closing  |                                | \$175.00 + Transaction Fees                                    |                                   |
| PRECIOUS METALS STORAGE FEE - May change without notice, due upon opening of storage account and annually thereafter           |                                |  |                                   |
| Non-Segregated Storage at Delaware Depository (DDS)  |                                | Under \$500,000 = \$100 flat   Over \$500,000 = \$1 per \$1000 |                                   |
| Segregated Storage at Delaware Depository (DDS)  |                                | Under \$500,000 = \$200 flat   Over \$500,000 = \$2 per \$1000 |                                   |
| Segregated Storage at International Depository Services (IDS)  |                                | Under \$500,000 = \$150 flat   Over \$500,000 = \$200 flat     |                                   |
| SPECIAL SERVICE FEES - Subject to change without notice, due upon occurrence   |                                |  |                                   |
| Duplicate or Interim Statement   | \$10.00 each                   | Reprocessing of Tax Forms                                      | \$50.00 each                      |
| Stop Payment or Returned Check   | \$30.00 each                   | Outgoing Wire  | \$30.00 each                      |
| Return ACH   | \$10.00 each                   | Incoming Wire  | \$10.00 each                      |
| Processing Funds for Closed Accounts   | \$25.00 each                   | Special Mailing, Continental U.S.                              | \$35.00 each                      |
| Paper Statements <sup>4</sup>  | \$5.00 each                    | Late Payment   | \$30.00 per month                 |
| Precious Metals Shipping   | \$10.00 + actual shipping cost | Special Service/Research <sup>5</sup>                          | \$100.00 per transaction/per hour |

<sup>1</sup>Standard Investments include mutual funds, publicly traded stocks & bonds, REITs, interval funds, CDs, annuities, and other investments as determined by CNB.

<sup>2</sup>Non-Standard Investments include private stocks, bonds & notes, limited partnerships, limited liability companies, and other investments as determined by CNB.

<sup>3</sup>Re-Registration Charges apply to investments leaving an account due to transfer, distribution, conversion, recharacterization, divorce, or death. Some transfer agents may charge a fee to re-register investments they service, whether it be in or out of a CNB account. Please contact the specific transfer agent(s) to see if any additional fees may apply.

<sup>4</sup>Paper Statements can be produced on an annual, quarterly, or monthly basis for IRAs. NQAs require a monthly statement. If a statement frequency is not chosen, your IRA statements will be sent on an annual basis. By signing up for online access and eStatement delivery you can avoid the \$5 paper statement fee.

<sup>5</sup>Special Service/research fee applies when special processing is required for time sensitive material or if additional services are required to process a transaction. One-hour minimum charge.

<sup>6</sup>Brokerage Accounts have a one-time purchase fee when the account is first established and funded. There is no charge for additional funding sent to the brokerage account or cash received from brokerage accounts.

We reserve the right to charge administrative fees for additional services not specifically covered that may be required or requested of CNB.

# FOUR EASY STEPS TO OPENING AN ACCOUNT

## STEP 1 Complete the Application

- Both the representative and account owner signatures are required on the application
- Provide the required disclosures to the account owner
- For SEP-IRAs, complete Form 5305-SEP
- If transferring an inherited IRA from another institution, complete the Beneficiary Certification Form



## STEP 2 Choose Your Funding Source

### A. Transferring cash in

- Complete Transfer Request Form
- Attach a current statement from the existing account

### C. Making an IRA or SEP contribution

- Indicate the tax year and type of contribution on the Contribution Form
- Make checks payable to Community National Bank

### B. Transferring investments in

- Complete Transfer Request Form
- Attach a current statement from the existing account

### D. Rolling cash or investments from a qualified employer plan

- Complete the Rollover Deposit Statement
- Contact the former employer to initiate required paperwork
- Make checks payable to Community National Bank



## STEP 3 Complete Purchase Documents if Applicable

### Complete the Investment Authorization Form

- Indicate the investment name and dollar amount
- Obtain client signatures (required for any non-publicly traded investments)

### Complete Subscription Document in the Name of the Account

- Standard registration format:
  - Community National Bank, Cust FBO: Account Owner
- Send the completed subscription to CNB, not the investment company



## STEP 4 Include Payment and Submit Paperwork

### The set-up fee and first year base fee are due upon account establishment

Include a check for the total made payable to Community National Bank

**OR** transfer in extra cash to cover the fee

### Send all documents to CNB

- A signature is required on the Application and can be mailed, faxed, or emailed to us  
Mail: Community National Bank | 225 Main St. – P.O. Box 225 | Seneca, KS 66538  
Fax: 785-336-2214  
Email: [newaccounts@cnbcustody.com](mailto:newaccounts@cnbcustody.com) (if emailing, please send secure)



All required forms are available on our website, [www.cnbcustody.com](http://www.cnbcustody.com), on Laser App, or by contacting our office. If your back office needs to review the documents, please instruct them to forward to CNB after approval. If you have any questions, call us at 800-680-0340.

*Investment products: Not a deposit. Not FDIC insured. Not insured by any federal government agency. Not guaranteed by the bank. May go down in value. The savings balance and any CNB certificates of deposit are the only portion of your account insured by the FDIC.*

**cnb**  
CUSTODY

A DIVISION OF COMMUNITY NATIONAL BANK

**Establishment and Appointment**

I, the undersigned Depositor (IRA Owner), hereby establish an Individual Retirement Account (IRA) with Community National Bank (CNB) pursuant to the terms indicated in the applicable Custodial Account Agreement (IRS Form 5305-A for Traditional IRA or IRS Form 5305-RA for Roth IRA) and applicable Disclosure Statements. The Custodial Account Agreement, Disclosure Statements, and application, hereinafter referred to as "IRA", constitute the complete agreement. The Agreement will be effective upon the establishment of the IRA by CNB. I designate Community National Bank as Custodian of this IRA and make the following declarations.

**1. TYPE OF ACCOUNT YOU ARE ESTABLISHING — Signature is required in Section 12.**

☐ Traditional IRA    ☐ ROTH IRA    ☐ SEP IRA    ☐ Inherited Traditional IRA    ☐ Inherited Roth IRA

Year Roth first opened: \_\_\_\_\_

**Required:** Employer's completed SEP forms or IRS Form 5305-SEP

Name of Deceased (Inherited IRAs Only): \_\_\_\_\_

**Important Note:** If you are transferring an Inherited IRA from another institution, please complete our Beneficiary IRA Certification form. If you are claiming a decedent's account that is held at CNB, the Beneficiary Claim form must be submitted.

**2. ACCOUNT FUNDING (All checks MUST be made payable to CNB.)**

If you are claiming a decedent's existing CNB account as beneficiary, please skip this section.

☐ Contribution  
Tax Year \_\_\_\_\_

☐ Transfer  
Submit CNB Transfer Request.

☐ Rollover  
A CNB Rollover Deposit Statement is required.

☐ Direct Rollover

**From:** \_\_\_\_\_  
☐ I have initiated the request with the firm the funds are coming from.

☐ Conversion  
Submit CNB Conversion Request Form

**ANTICIPATED ACTIVITY**

I plan to make future contributions to my IRA. ☐ Yes ☐ No

I plan to take distributions from my IRA in the next 5 years. ☐ Yes ☐ No

**3. IRA Owner Information \*Required fields — Please complete to ensure timely processing of your account!**

\*First Name (MI) \*Last Name Suffix \*Social Security Number \*Birthdate

\*Physical Home Address (Required) \*City \*State \*Zip

Mailing Address (if different from above) City State Zip

\*Occupation (If retired, from which occupation. If self-employed, describe field.) \*Main Phone Secondary Phone Business Phone

☐ US Citizen ☐ Resident Alien ☐ Nonresident Alien Country of Citizenship \_\_\_\_\_

E-mail Address \_\_\_\_\_ Gender: ☐ Male ☐ Female

**4. Designation of Representative Information (Designated Representative should complete this portion.)**

The following person is designated as my Representative (Rep) for this IRA subject to the provisions contained in appropriate sections of the applicable IRA Agreement and Disclosure Statements. The Rep shown below has my authorization to purchase, sell, exchange, or otherwise deal with the assets of my IRA. I understand that my Rep is my authorized agent and is not in any way an agent, employee, or representative of CNB.

If your representative is associated with a broker-dealer or Registered Investment Advisor (RIA) firm, we may make information about account activity available to the broker-dealer or RIA and their respective information and data management affiliate to assist them with their supervisory responsibilities. If you do not wish for this information to be released to the broker-dealer, you may stop such communication at anytime by providing a signed letter of instruction.

☐ I do not wish to appoint a representative at this time.

☐ I do not want my information released to the broker-dealer or RIA firm and their respective information and data management affiliate.

Rep's Name Rep's Phone Ext Fax Advisor #

Office Name Mailing Address City State Zip

Rep's E-mail Address Broker/Dealer or RIA Name B/D # Branch #

**X** Rep's Signature (Required) Clearing Firm Office Assistant (if applicable)

## 5. THIRD PARTY AUTHORIZATION

IRA regulations state that an IRA can only belong to one individual. **Therefore, if you wish to authorize your spouse or other designee to obtain information on your account, please list their name and relationship below.** This third party will not be able to authorize transactions unless the individual has Power of Attorney or is a Guardian or Conservator. In order for Power of Attorneys, Guardians or Conservators to act, proper legal documentation must be submitted to and accepted by CNB. Power of Attorney documents must be accompanied by an Affidavit of Power of Attorney. This authorization will remain on file until we receive written revocation from you.

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone # \_\_\_\_\_

## 6. MARITAL STATUS

- ☐ Single, Widowed, or Divorced— If I marry in the future, I will complete a new Designation of Beneficiary form, which includes spousal consent or update my designation to include my spouse as primary beneficiary.
- ☐ Married — If I designate a primary beneficiary other than my spouse, my spouse must consent by signing below.

**Spousal Consent:** I am the spouse of the IRA owner. I understand there are significant consequences associated with giving up any interest I may have in the IRA. I have not received legal or tax advice from the custodian. I have received a fair and reasonable disclosure of the IRA Owner's assets or property and am aware of any financial obligations the owner is subject to in our state of residence. In the event I have a legal interest in the IRA Owner's assets or property, I hereby disclaim any such interest in the assets held in this IRA and consent to the beneficiary designation set forth in the Designation of Beneficiary section of this form.

**X** \_\_\_\_\_  
Spouse's Signature Date

## 7. BENEFICIARY DESIGNATION \*Required fields — Complete to ensure proper and timely payout of your account.

**Beneficiary Designation:** Upon my death, the primary beneficiaries named below will receive my IRA assets. In the event my primary beneficiaries predecease me, the contingent beneficiaries named below will receive my IRA assets. Unless I list my designation as per stirpes, if one of my beneficiaries predeceases me, such beneficiary's share will be divided on a pro-rata basis to the other beneficiaries that share the deceased beneficiary's classification. If all of the beneficiaries predecease me, my IRA assets will be paid to my estate. In the event I have failed to assign percentages, the beneficiaries will share equally. If I have designated percentages and the percentages do not equal 100%, any remaining percentage will be divided equally among the beneficiaries listed within the primary or contingent category. I understand that CNB limits designations to six individuals or entities per classification. In the event a beneficiary is not listed, your estate is treated as the primary beneficiary of this IRA. This designation revokes and supersedes all earlier beneficiary designations which may apply to this IRA.

| *First/Middle/Last Name | *Social Security Number | *Birthdate | Phone Number | *Relationship                               |
|-------------------------|-------------------------|------------|--------------|---|
|                         |                         |            |              | <input type="checkbox"/> Primary _____ %    |
|                         |                         |            |              | <input type="checkbox"/> Contingent _____ % |

| *First/Middle /Last Name | *Social Security Number | *Birthdate | Phone Number | *Relationship                               |
|--------------------------|-------------------------|------------|--------------|---|
|                          |                         |            |              | <input type="checkbox"/> Primary _____ %    |
|                          |                         |            |              | <input type="checkbox"/> Contingent _____ % |

| *First/Middle/Last Name | *Social Security Number | *Birthdate | Phone Number | *Relationship                               |
|-------------------------|-------------------------|------------|--------------|---|
|                         |                         |            |              | <input type="checkbox"/> Primary _____ %    |
|                         |                         |            |              | <input type="checkbox"/> Contingent _____ % |

| *First/Middle/Last Name | *Social Security Number | *Birthdate | Phone Number | *Relationship                               |
|-------------------------|-------------------------|------------|--------------|---|
|                         |                         |            |              | <input type="checkbox"/> Primary _____ %    |
|                         |                         |            |              | <input type="checkbox"/> Contingent _____ % |

## 8. GENERAL INFORMATION

**Investment Products: Not a Deposit — Not FDIC Insured — Not Insured By Any Federal Government Agency**  
**Not Bank Guaranteed — May Go Down In Value**  
**The savings balance and any CNB certificates of deposit are the only portion of your IRA insured by the FDIC.**

### Not an Agent of CNB

We do not sponsor or endorse any investment products other than CNB certificates of deposit. The suggested use of our custody services by a financial representative, product sponsor, or any other individual or entity, does not deem such person or entity to be an agent, employee, representative or affiliate of CNB except as otherwise disclosed. We are not responsible for and are not bound by any representations, warranties, statements, agreements, disclosures, advice or information made by any such person beyond the terms and provisions contained in the CNB Agreement, Disclosure Statements, or other CNB forms or CNB documents.

### Securities and Exchange Commission Rule 14b-2

The Securities and Exchange Commission Rule 14b-2 was enacted to provide improved communications between companies which issue securities and the shareholders who own those securities. Unless you object by checking the box below, your name, address and security position(s) will be released to companies whose shares you hold in your account.

☐ I do not want my name, address, and security position(s) released.

## 9. CUSTODIAL FEES & STANDARD FEE SCHEDULE

CNB will charge custodial fees for the processing of this IRA. Fees are based on the calendar year and are not pro-rated based on establishment or termination dates. Fees are not based on investment performance. The set up fee and base fee are due upon establishment of the IRA. The base fee will be due at the beginning of each calendar year thereafter. Transaction fees will be billed after the calendar year has ended. Special service fees will be due as they occur. A closing fee will be charged if the entire IRA is terminated. Please contact our office for more information.

Certain custodial fees may be paid for a limited time under a special fee arrangement with a product sponsor or related service company when you purchase a qualifying investment. *The terms of the arrangement are available through the product sponsor.* If at any time an investment sponsor elects to discontinue the fee arrangement, or a portion thereof, you will become responsible for payment of all fees associated with your IRA. If multiple qualifying investments are purchased within your IRA, only one fee arrangement will apply. Additional transaction fees may be incurred.

**Fees, including but not limited to the set-up and first year base fee, will be deducted from any cash transferring into the account. If no cash is transferring in, or to pay fees out-of-pocket, you may mail a check or pay online at [www.cnbcustody.com/fees](http://www.cnbcustody.com/fees). Please be aware that late fees may be incurred if fees are not paid within 45 days of account opening.**

**Special Fee Instructions:** \_\_\_\_\_

**Subsequent Fees:** CNB will automatically deduct the annual base fee and transaction fees for the prior year in January. *If the cash portion of your account is not sufficient to cover the custodial fees, an invoice will be mailed.* Invoice options available upon request.

I acknowledge all fees associated with my IRA are my responsibility and will be paid when due. I understand the fee schedule may be changed upon notice. I understand that a late fee will be imposed for each month that I have an outstanding fee balance.

### Standard Fee Schedule

| SET UP FEE   |                         |  |                                   |
|--|-------------------------|--|-----------------------------------|
| Due upon account establishment   |                         | \$50.00  |                                   |
| ANNUAL BASE FEE - Due upon establishment, assessed on a calendar year basis, not pro-rated.  |                         |  |                                   |
| Classic Accounts IRA, Non-qualified, and Custody Only accounts that hold standard investments or non-standard investments  |                         | \$125.00   |                                   |
| Real Estate Accounts IRA or Custody Only accounts that hold direct real estate (Deed is registered to the IRA or custody account)  |                         | \$200.00   |                                   |
| Precious Metals IRAs that hold only precious metals; no other investments  |                         | No Base Fee, Transaction Fees Apply  |                                   |
| TRANSACTION FEES   |                         |  |                                   |
| Investment Holding Fees<br>Public and Non-Traded REITs, BDCs, Interval Funds, DSTs, and Other Standard Investments <sup>1</sup><br>Non-Standard investments <sup>2</sup> (see definitions of non-standard and standard investments below)<br>Real Estate (Deed for the property is registered to the IRA or custody only account)<br>Precious Metals<br>Brokerage Accounts |                         | No Charge<br>\$50.00 each, no charge after first 5<br>\$175.00 each<br>\$110.00 flat<br>\$25.00 each                     |                                   |
| Purchases, Sales, Corporate Actions<br>Standard Investments <sup>1</sup> and Brokerage Accounts <sup>6</sup><br>Non-Standard Investments <sup>2</sup><br>Real Estate (Deed for the property is registered to the IRA or custody only account)<br>Precious Metals<br>Periodic Purchases of Standard Investments <sup>1</sup>  |                         | \$15.00 each<br>\$50.00 each<br>\$150.00 each<br>\$25.00 per transaction<br>\$5.00 each                                  |                                   |
| Disbursements<br>Cash Distributions by ACH<br>Cash Distributions by Check<br>One-Time Transfer of Cash<br>Periodic Transfer of Cash (1st transfer is charged as one-time)<br>Conversion or Recharacterization of Cash<br>Re-registration of Investment <sup>3</sup> (Does not apply to investments transferring in to CNB)<br>Account Closing                              |                         | No Charge<br>\$15.00 each<br>\$25.00 each<br>\$10.00 each<br>\$25.00 each<br>\$50.00 each<br>\$175.00 + Transaction Fees |                                   |
| PRECIOUS METALS STORAGE FEES — May change without notice, due upon opening of storage account and annually thereafter  |                         |  |                                   |
| Non-Segregated Storage at Delaware Depository (DDS)  |                         | Under \$500,000 = \$100 flat   Over \$500,000 = \$1 per \$1000   |                                   |
| Segregated Storage at Delaware Depository (DDS)  |                         | Under \$500,000 = \$200 flat   Over \$500,000 = \$2 per \$1000   |                                   |
| Segregated Storage at International Depository Services (IDS)  |                         | Under \$500,000 = \$150 flat   Over \$500,000 = \$200 flat   |                                   |
| SPECIAL SERVICE FEES — Subject to change without notice, due upon occurrence   |                         |  |                                   |
| Duplicate or Interim Statement   | \$10.00 each            | Reprocessing of Tax Forms  | \$50.00 each                      |
| Stop Payment or Returned Check   | \$30.00 each            | Outgoing Wire  | \$30.00 each                      |
| Return ACH   | \$10.00 each            | Incoming Wire  | \$10.00 each                      |
| Processing Funds for Closed Accounts   | \$25.00 each            | Special Mailing, Continental US  | \$35.00 each                      |
| Precious Metals Shipping   | \$10.00 + Shipping Cost | Special Service/Research <sup>5</sup>  | \$100.00 per transaction/per hour |
| Paper Statements <sup>4</sup>  | \$5.00 each             | Late Payment   | \$30.00 per month                 |
| <sup>1</sup> Standard Investments include mutual funds, publicly traded stocks & bonds, REITs, interval funds, CDs, annuities, brokerage accounts, and other investments as determined by CNB.   |                         |  |                                   |
| <sup>2</sup> Non-Standard Investments include private stocks, bonds & notes, limited partnerships, limited liability companies, and other investments as determined by CNB.  |                         |  |                                   |
| <sup>3</sup> Re-Registration Charges apply to investments leaving an account due to transfer, distribution, conversion, recharacterization, divorce, or death. Many transfer agents also charge a fee to re-register the investments they service. Please contact the specific transfer agent(s) to see if any additional fees may apply.                                  |                         |  |                                   |
| <sup>4</sup> Paper Statements can be produced on an annual, quarterly, or monthly basis for IRAs. NQAs require a monthly statement. If a statement frequency is not chosen, your IRA statements will be sent on an annual basis. By signing up for online access and eStatement delivery you can avoid the \$5 paper statement fee.  |                         |  |                                   |
| <sup>5</sup> Special Service/research fee applies when special processing is required for time sensitive material or if additional services are required to process a transaction. One-hour minimum charge.  |                         |  |                                   |
| <sup>6</sup> Brokerage Accounts have a one-time purchase fee when the account is first established and funded. There is no charge for additional funding sent to the brokerage account or cash received from brokerage accounts.   |                         |  |                                   |
| We reserve the right to charge administrative fees for additional services which are not specifically covered and may be required or requested of CNB.   |                         |  |                                   |



## 10. STATEMENT FREQUENCY

In accordance with the Custodial Fee Schedule, I wish to receive IRA statements from Community National Bank on the following basis. **If no frequency is chosen, you will receive paper statements on an annual basis.** If you wish to sign up for eStatement delivery and avoid the charge of \$5 per paper statement, choose the frequency in section 10 and complete Section 11.

☐ Monthly ☐ Quarterly ☐ Annually

## 11. ONLINE ACCESS & ESTATEMENTS

By signing this Agreement, you are authorizing the Community National Bank Custody Division (CNBC) to assign an Internet ID to you for your IRA(s). Once you are assigned this Internet ID, you should treat your Internet ID and password with the same degree of care and secrecy that you use to protect other financial data. CNBC will be assigning one Internet ID per individual which will link all accounts for that individual together. You agree not to give or make available your Internet ID and password to any person not authorized to access your IRA information. You understand that you are bound by the terms and conditions of the Online Access User Agreement. CNBC personnel will never ask for your security word or password and you should never offer this information to anyone. If your Internet ID and/or password are compromised for any reason, notify CNBC immediately at (800)680-0340. CNBC retains the right to discontinue online/eStatement services at any time without notice.

The account information on our website (www.cnbcustody.com) is for your convenience as a general reference and may not contain all current transaction information or market values. Please retain the CNBC paper or electronic statements produced for your account as your official record.

PLEASE NOTE: To access account statements and disclosures electronically, you must have the following: CNBC IRA, internet connection, e-mail address capable of receiving messages, and printer capable of printing disclosures or statements for your records. If you're lacking any of these requirements and want to receive eStatements, please contact us with further questions.

In consideration of the Online Access and eStatement services ("Services") to be provided by CNBC as described from time to time in information distributed by CNBC to its IRA owners, the undersigned IRA Owner agrees as follows:

1. The undersigned hereby requests and authorizes CNBC to send notice of regular periodic account statement(s) to IRA Owner, in lieu of a paper copy, in electronic format for all accounts designated in this agreement to be viewed through Services via the CNBC online access website.
2. IRA Owner understands his/her right to revoke this agreement and thereby withdraw consent to communicate with CNBC electronically. In order to withdraw consent and terminate this agreement, IRA Owner must notify CNBC of the decision, in writing, 30 days in advance, delivered to CNBC at the following address: Community National Bank, P.O. Box 225, Seneca, KS 66538. If the IRA Owner decides to close his/her IRA(s), online access will be forfeited once CNBC considers the account closed.
3. IRA Owner understands that IRA Owner has a right to obtain a paper copy of any of the above-described disclosures or eStatements. To obtain a paper copy, IRA Owner must make a specific request to CNBC at the address shown in #2. In some cases, research fees specified in the CNBC Custodial Fee Schedule may apply to IRA Owner's request pursuant to this paragraph.
4. IRA Owner agrees to notify CNBC immediately if IRA Owner is unable to access any of the information that has been delivered by the CNBC in an electronic form or manner.
5. IRA Owner agrees to provide CNBC with a signed, written notice if IRA Owner's e-mail address changes.
6. CNBC shall not be responsible or liable for:
  - Consequential or incidental damages for negligent performance by CNBC of its Services.
  - Damages arising from unauthorized access to eStatement services.
  - Any costs associated with updating, modifying or terminating IRA Owner software or hardware.

I understand the above agreement and would like to sign up for the following: *(Please select the option(s) you would like.)*

☐ Online Access and/or ☐ eStatements (eStatements requires Online Access and will suspend paper statements!)

E-mail Address (Required) \_\_\_\_\_

After your request is received, you will receive an activation e-mail from notifications@cnbcustody.com.

## 12. ACKNOWLEDGMENT AND SIGNATURE

I acknowledge that the information contained in this Application is accurate, and that I have received a copy of the applicable IRA documents which include for a Traditional IRA: the IRA Application, IRS Form 5305-A, Traditional Individual Retirement Custodial Account and Traditional IRA Disclosure Statements; for a Roth IRA: the ROTH IRA Application, IRS Form 5305-RA, Roth Individual Retirement Custodial Account and Roth IRA Disclosure Statements. I understand and agree to be bound to the terms and conditions found in the aforementioned documents, including the Arbitration Agreement and the Custodial Fee Schedule. I understand that I may revoke this IRA on or before seven (7) days after the date of establishment. I assume sole responsibility for all consequences relating to my actions concerning this IRA. I have not been advised by CNBC regarding any investment, tax, or legal consequences associated with this IRA. To ensure compliance with laws related to this IRA, I will seek the advice of my own financial, tax, or legal professional. I release and agree to hold CNBC harmless against any and all claims or losses arising from my actions or inactions and the actions or inactions of my designated representative.

I understand that it is solely my responsibility, or the responsibility of the designated representative I have appointed, to authorize trades and manage the investment(s) of this IRA, pursuant to the provisions of the IRA agreement. I assume sole responsibility for all consequences relating to my actions and inactions concerning this IRA.

**THIS IS AN ENFORCEABLE CONTRACT THAT CONTAINS AN AGREEMENT TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION.**

X

IRA Owner's Signature

Date

**An IRA will not be established until this document is submitted to CNBC.  
A copy of this Application along with any applicable documents in this booklet MUST be retained for the IRA Owner's records.**

Community National Bank hereby accepts appointment as Custodian of this Individual Retirement Account.

CNB By: \_\_\_\_\_ Date Opened \_\_\_\_\_ Account # \_\_\_\_\_

225 MAIN ST - PO BOX 225 | SENECA, KS 66538 | P: 800.680.0340 | F: 785.336.2214  
NEWACCOUNTS@CNBCUSTODY.COM | CNBCUSTODY.COM



# TRADITIONAL INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

Form **5305-A** (Rev. April 2017) Department of the Treasury Internal Revenue

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

Do Not File with  
Internal Revenue Service ☐ Amendment

The depositor and the custodian make the following agreement (the "Custodial Agreement"):

**Article I.** Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$6,000 per year for 2019 through 2020. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$7,000 per year for 2019 through 2020. For years after 2020, these limits will be increased to reflect a cost-of-living adjustment, if any.

**Article II.** The depositor's interest in the balance in the custodial account is nonforfeitable.

## **Article III.**

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

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

## **Article IV.**

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.

2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70½. By that date, the depositor 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 depositor or the joint lives of the depositor and his or her designated beneficiary.

3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

- (a) If the depositor dies on or after the required beginning date and:

(i) The designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

(ii) The designated beneficiary is not the depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) There is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1 for each subsequent year.

(b) If the depositor 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 depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70½. But, in such case, if the depositor'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 depositor's death.

4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the depositor'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 depositor reaches age 70½, is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or, if applicable, the depositor 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 depositor's death (or the year the depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the depositor 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 traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

## **Article V.**

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.

2. The custodian agrees to submit to the Internal Revenue Service (IRS) and depositor the reports prescribed by the IRS.

**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 section 408(a) and the related regulations will be invalid.

**Article VII.** This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

## **Article VIII.**

**8.01 Your IRA Documents.** The terms and conditions of the IRA Application, the Standard Fee Schedule, the applicable Individual Retirement Custodial Account form of the Forms 5305 series, the Disclosure Statement, Financial Disclosure, and any amendments or additional provisions hereto constitute the entire agreement between the parties with respect to the subject matter hereof.

**8.02 Definitions.** The term "depositor" means the person who establishes the custodial account pursuant to this agreement and may be referred to hereunder as "you," "your," or "IRA owner." The term depositor (including its alternative forms) or "representative" (depending on context) also means the person or persons you authorize (or your beneficiary(ies) following your death) to perform duties and responsibilities, including providing investment instructions, on your behalf. The term "custodial account" means the account established hereunder for your benefit (or your beneficiary(ies) following your death). The term "custodian" means Community National Bank or its successor(s) and shall include any duly appointed agent of the custodian. "Custodian" also may be referred to hereunder as "CNB," "we," "us," or "our." The term "IRA" means the Individual Retirement Account for which CNB is the custodian hereunder.

**8.03 Our Fees and Expenses.** In accordance with the Fee Schedule and this agreement, we shall be entitled to compensation for services provided to the IRA. All such fees, as well as expenses incurred while maintaining your IRA (including but not limited to, legal fees incurred in the administration of your IRA) shall be collected by us from cash available in your custodial account. Alternatively, we may agree that such fees and expenses may be paid directly to us by separate check or similar means. Subject to the terms herein, the fees

and expenses in the Fee Schedule and/or this agreement may be modified from time to time.

If the cash available in your custodial account is insufficient to pay the applicable fees and expenses, we have the right to liquidate assets, alter participation in a distribution and/or dividend reinvestment plan, or withdraw money from the custodial account to pay such fees and expenses. If it becomes necessary to sell assets or withdraw funds to pay any applicable fees or expenses, we are authorized to sell or withdraw any or all of the custodial account assets. Any remaining portion of the sale proceeds or funds withdrawn after the collection of the applicable fees or expenses will be deposited into the savings balance portion of the IRA. The custodian shall not incur any liability on account of the sale or retention of assets under such circumstances.

**8.04 Amendments.** We may amend or restate this agreement at any time and in any respect, including retroactively, in order to conform with applicable laws and regulations (as in effect from time to time), or as we deem advisable. Any such amendment or restatement will be effected by providing a copy of the amendment or restatement to you at your last known address (including an electronic address) in our records. You shall be deemed to consent to any such amendment or restatement if you fail to object thereto by notifying us in writing and terminating your custodial account within 30 calendar days from the date the amendment or restatement is provided to you. In the event of termination of your custodial account, our termination fee shall apply in addition to any fees and expenses that may be charged by the investment issuers.

**8.05 Notice and Delivery.** Any notice mailed by regular mail to you by us for any reason, including but not limited to amendments to this Agreement, shall be sent to the last known address we have for you in our records. You are responsible for notifying us if your mailing address changes. Notice sent to you by regular mail will be deemed delivered five calendar days after the postmark date and said fifth day will be the receipt date. Upon your consent, we may provide you with notice in a delivery format other than by mail, such as electronic delivery. Notice sent to you electronically will be deemed delivered and received by you as of the date the electronic notice is sent. You are responsible for notifying us if your electronic mail address changes. Unless our policies and procedures provide for oral notice, all notices must be provided to us in writing to our designated address. Written notices, including but not limited to termination, change in personal information or contributions, mailed to us will be deemed delivered upon receipt and shall not be effective until our actual receipt thereof.

**8.06 Applicable Laws.** This agreement, and the duties and obligations of the custodian under this agreement, shall be construed, administered, and enforced in accordance with the laws of the State of Kansas, except as superseded by federal law or statute.

**8.07 Disqualifying Provisions/Waiver.** Any provision of this agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent such prohibition or unenforceability without invalidating the remaining provisions of this agreement, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

Neither party's failure to enforce at any time or for any period of time any of the provisions of this agreement, or any right with respect thereto, shall be construed as a waiver of such provisions or right, nor shall it affect the validity of this agreement. The exercise or non-exercise by a party of any right under the terms herein shall not preclude or prejudice the exercising thereafter of the same or other rights under this agreement.

**8.08 Interpretation.** This agreement is the mutual product of the parties. Each provision of this agreement has been subject to mutual consultation, negotiation, and drafting, and the language of this agreement shall therefore be interpreted without regard to which party prepared this agreement or any portion of this agreement.

**8.09 Instructions, Representations, and Indemnity.** Neither the custodian nor any agent thereof provides investment, tax, or legal advice. You should consult with your financial advisor, attorney, or tax advisor with regard to your specific situation. We shall have no duty to question any instructions, notices, communication, information, or instruments provided to us in connection with the custodial account. We shall be entitled to rely upon and shall be fully protected in any action or inaction taken in good faith reliance upon any such instructions, notices, communication, information, or instruments. The custodian shall not be liable for any loss (including any loss of assets) which results from your or your representative's exercise of control (whether action or inaction) over the custodial account.

If we receive instructions or other information relating to your custodial account which are, in our opinion, incomplete or ambiguous, we may request other instructions or information. The custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction pending the custodian's receipt of any such other instructions or information. Notwithstanding the foregoing, we shall have no duty to question any instructions or other information relating to your custodial account or to advise you regarding any matter relating thereto, including but not limited to compliance of the instructions or information with applicable law.

The custodian shall not have and shall exercise no discretion, authority, or responsibility as to any investment in connection with the custodial account. Further, the custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, distribution, or of any other action or inaction in connection with the custodial account. As between you and the custodian, you shall be solely responsible for the suitability of any investment direction, for any adverse consequences arising from an investment or direction, including but not limited to, the custodian's inability to value or sell an investment, or the generation of unrelated business taxable income. You shall be solely responsible for all taxes, judgments, penalties, or expenses incurred in connection with the custodial account.

To the fullest extent permitted by law, the depositor shall at all times fully indemnify, hold harmless and defend the custodian and its parents, subsidiaries, affiliates and each of their respective officers, directors, employees, agents, successors and permitted assigns (each a "CNB Indemnitee") against any losses, claims, damages, liabilities, costs and expenses, including without limitation, reasonable legal fees, defense costs and expenses, and the aggregate amount paid in any settlement of any actions, suits, proceedings, or claims or threats thereof, actually and reasonably incurred by or imposed on such CNB Indemnitee to the extent arising out of or resulting from the custodian's performance under this agreement. The custodian shall not have any responsibility or liability for the actions or inactions of any predecessor or successor custodian.

#### **8.10 Investment of IRA Assets.**

**(a) Investment of Savings Balance.** All cash contributions to the custodial account shall be deposited into the savings balance portion of the custodial account. Such contributions shall be invested in accordance with your (or your representative's) investment direction. The custodian shall not be liable for any loss resulting from any delay, action, or inaction from investment selections or allocations which are, in the custodian's opinion, incomplete, unclear, or otherwise not acceptable. Notwithstanding any other provision herein, the custodian reserves the right to require a minimum savings balance from time to time as determined necessary to cover any fees and expenses, including but not limited to taxes or other investment penalties, assessed in connection with the custodial account.

**(b) Directing Investments.** Contributions to the custodial account will be invested in accordance with your (or your representative's) investment direction provided in a form and manner acceptable to the custodian. The custodian reserves the right to refuse to accept and/or hold any specific asset or investment. The custodian's refusal to accept and/or hold such asset or investment shall not be construed as the custodian's review (or determination with respect to) the suitability or appropriateness of any asset or investment.

By giving any investment direction hereunder, you shall be deemed to have acknowledged receipt of any and all investor information, representations and/or agreements required in connection with the investment. The custodian shall not be liable for any loss resulting from any delay, action, or inaction from investment selections or allocations which are, in the custodian's opinion, incomplete, unclear, or otherwise not acceptable. Further, we reserve the right to request certification from you that any direction provided by you does not create a prohibited transaction under Code Section 4975. Provided, however, failure to request such certification or acceptance of such certification shall not be construed as the custodian's review (or determination with respect to) the appropriateness of any investment direction regarding the custodial account.

**(c) Investment Fees and Asset Liquidation.** All fees and expenses, including but not limited to investment-related fees and tax levies, incurred in connection with your IRA will be collected from cash available in your custodial account. If the cash available is insufficient to pay the applicable fees and expenses, we have the right to liquidate assets, alter participation in a distribution and/or dividend reinvestment plan, or withdraw money from the custodial account to pay such fees and expenses. If it becomes necessary to sell assets or withdraw funds to pay any applicable fees or expenses, we are authorized to sell or withdraw any or all of the custodial account assets. Any remaining portion of the sale proceeds or funds withdrawn after the collection of the applicable fees or expenses will be invested in the custodial account's savings balance. The custodian shall not incur any liability on account of the sale or retention of assets under such circumstances.

**(d) Role of Custodian.** By signing the IRA Application, you are selecting and appointing CNB as your IRA custodian to perform ministerial services, as described in this agreement. CNB does not provide any investment, tax, or legal advice. You should consult with your financial advisor, attorney, or tax advisor with regard to your specific situation.

You acknowledge and agree that CNB's authority and responsibility with respect to the custodial account extend only to the performance of the services that are explicitly identified in this agreement. If CNB performs additional services with respect to the custodial account, such performance shall not be treated as a course of conduct giving rise to additional obligations on the custodian's part under any circumstances. You further acknowledge and agree that CNB is a directed custodian hereunder and is not acting as a fiduciary or

in any other capacity with respect to the custodial account or with respect to any provision of this agreement.

You acknowledge that CNB is not: (i) the agent, partner, employee, representative, or affiliate of any financial representative, product, or investment sponsor, or any other individual or entity except as otherwise disclosed by CNB, or (ii) responsible for and not bound by any representations, warranties, statements, agreements, disclosures, advice, or information made by any such person or persons, described in subsection (i), except as otherwise disclosed by CNB.

Notwithstanding the foregoing, physical custody of your IRA investment(s) may reside at a variety of entities depending upon the nature of your investment(s). Such entities may include but are not limited to: Depository Trust Company, your brokerage firm and/or their clearing firm, depository banks, mutual fund companies, transfer agents, or investment companies. Information regarding the physical custody of your IRA investment(s) is available upon request.

You acknowledge and agree that: (i) the registered owner of any investment(s) held in your IRA will be "Community National Bank as Custodian," (ii) you are the beneficial owner of such investment(s), (iii) all subscription agreements and investment documents must clearly indicate that CNB is the registered owner, and (iv) CNB is authorized to modify any and all documents to clearly reflect the proper registration.

**8.11 Role of Designated Representative.** You may delegate (in a form and manner acceptable to the custodian) to a representative all of your powers, duties, and responsibilities with regard to the investment, reinvestment, and allocation of the custodial account. In doing so, you appoint such representative as having full authority to initiate buys, sells, reallocations, or other investment transactions involving the assets in the custodial account. Further, you authorize the custodian to accept any instructions, notices, communication, information, or instruments from such representative. You acknowledge and agree that: (i) the custodian shall have no duty to question the authority of the representative, (ii) you are responsible for (or causing the representative to) notifying the custodian in writing of any inaccuracies or changes in the name or address of the representative, and (iii) the custodian has no duty to investigate or determine the qualifications of the representative.

If a representative is associated with a broker-dealer or registered investment advisor, the custodian may make information about activity in the custodial account available to the applicable entity in connection with such entity's supervisory responsibilities under applicable law.

You may change or remove the designated representative on your IRA at any time upon written notification to CNB. Such notice will be effective as soon as administratively feasible after CNB's actual receipt of the notification.

**8.12 Distributions.** Distributions from the custodial account will be made only upon request of the depositor or their designated representative to the custodian in such form and manner as acceptable to the custodian. Any distributions will be made in accordance with CNB's policies and procedures. After receipt of a completed Distribution Request Form, CNB will complete a signature comparison (or similar verification process). As deemed appropriate by CNB, additional verification, documentation and/or information, such as a tax identification number, unique identifier, or distribution reason, may be required prior to executing the distribution. For example, additional verification may include an outgoing telephone call placed by CNB to a telephone number on file that results in verbal confirmation of the distribution amount and the distribution recipient in order to verify the authenticity of the distribution request by you or your designated representative.

In the event that CNB has not been provided with an annual fair market value of a specific asset to be distributed, the custodian may distribute such asset in-kind at the last known value. When considering a distribution, you should consult with your financial adviser, attorney, or tax advisor with regard to your specific situation.

Without limiting the generality of the foregoing, the custodian is not obligated to make any distribution, including a required minimum distribution as specified in Article IV, absent specific direction from the depositor (or his or her representative) in a form and manner acceptable to the custodian, and the custodian shall be fully protected in so relying upon any such direction or failure to direct.

The custodian will not, under any circumstances, be responsible for the timing, purpose, or propriety of any distribution from the account, nor shall the custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution or failure to make a required distribution.

**8.13 Transfer and Rollover Contributions.** Assets held on behalf of the depositor in another IRA or eligible retirement plan may be transferred by the custodian or trustee thereof to CNB in a form and manner acceptable to the custodian, to be held in the custodial account for the depositor under this agreement. The custodian's acceptance of transferred assets shall not be effective until acceptance is evidenced by deposit of the transferred assets into the custodial account. Legal title to such assets shall be reflected in the name of the custodian on behalf of the IRA owner.

The custodian shall not be responsible for any tax consequences or losses you may incur as a result of the timing of any transfer from another trustee or

custodian. You shall be solely responsible for ensuring that any transfer to the custodian is in compliance with this agreement, the instrument governing the IRA or eligible retirement plan, the Code and any related rules, regulations and guidance issued by the Internal Revenue Service (IRS). Any transfers will be made in accordance with CNB's policies and procedures which may include reasonable requests for additional documentation and/or information. The custodian reserves the right to refuse to accept any transfer, including but not limited to in-kind transfers, rollovers, conversion, or recharacterization of any specific asset(s). The custodian's refusal to accept a transfer shall not be construed as the custodian's review (or determination with respect to) the appropriateness of such transfer. The custodian shall not be responsible for any tax consequences or losses you may incur as a result of the custodian's refusal of a transfer.

For purposes of this Section, "transfer" may include custodian to custodian transfers, contributions that qualify as rollover contributions under the Code, a conversion amount that qualifies as a conversion under the Code, or a recharacterization that is permissible and satisfies the requirements under the Code and any other applicable guidance issued by the IRS.

**8.14 Reports and Records.** The custodian shall cause required reports to be submitted to the IRS and you, excluding any returns related to unrelated business tax income generated by the custodial account.

The custodian shall provide to you a periodic statement based on the frequency selected in your IRA Application (or as required by law) that will include the positions within the custodial account and transaction details during the statement period. You may modify the statement frequency by providing notification to the custodian in a form and manner acceptable to the custodian. In addition, upon your written request, the custodian will provide to you, at no additional cost, a written notification of any securities transaction effected by the custodian on the custodial account, in accordance with 12 C.F.R. §12.4.

Unless the custodian receives a written objection from you of any statement, notice, confirmation, or report within 30 calendar days following the receipt date, you shall be deemed to have approved such statement, notice, confirmation or report and we shall be forever released and discharged from all liability and accountability to anyone with respect to any information or transactions shown on or reflected by such statement, notice, confirmation, or report.

**8.15 Unrelated Business Tax Income.** The custodian shall not be responsible for identifying, tracking, or reporting any unrelated business tax income (UBTI) generated by the custodial account. You acknowledge and agree that you (or your representative) shall be responsible for identifying, tracking, or reporting any UBTI generated by the investments, or any debt financed property within the custodial account. Further, you shall be responsible for directing the custodian with respect to the remittance of any taxes owed and making funds available from the custodial account to pay such taxes.

**8.16 Prohibited Transactions.** If you or your beneficiary engage in a prohibited transaction with your IRA, as described in IRC Section 4975, your IRA will lose its tax-deferred status and you must include the fair market value of the account in your gross income for the year during which the prohibited transaction occurred. You may be subject to penalties for engaging in the transaction. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction.

**8.17 Subpoena.** Notwithstanding any other provision hereunder, the custodian reserves the right to respond to any subpoena in accordance with 12 U.S.C. Chapter 35 (the Financial Right to Privacy Act) without prior notice to you.

**8.18 Legal Proceedings.** You agree that you are solely responsible for the prosecution or defense, including the retention of legal counsel, of all legal actions ("Legal Proceedings") involving your IRA, which arise or become necessary for the protection of the investments in your IRA, including any actions where we are named as a result of being Custodian of your IRA. If we are named as a defendant in any Legal Proceedings as a result of the assets in your IRA being the subject of the litigation, you agree to retain legal counsel to represent us, in our Custodial capacity, or however named in the Legal Proceedings.

As you are the owner of the IRA held with us, you understand that we will not initiate Legal Proceedings on behalf of you or your IRA and will not participate in Legal Proceedings without direction from you. You understand that you have sole authority to direct and make all decisions related to Legal Proceedings.

You further agree that if CNB is required to retain counsel to participate in such Legal Proceedings, including because of your failure to timely retain legal counsel to represent CNB, CNB shall be authorized and entitled to pay its reasonable attorneys' fees and costs with assets in your IRA without seeking further authorization or approvals from you.

**8.19 Insurance.** It is your duty, as the IRA owner, to secure or maintain fire, casualty, liability, or other insurance coverage on any personal or real property held by your IRA or which serves as collateral under any mortgage or other security instrument held by your IRA with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you to arrange for such

insurance as you determine necessary or appropriate to protect your IRA assets and to direct us in writing, in a manner acceptable to us, as to the payment of any premiums therefor.

You, as the IRA owner, are responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges (including penalties) with respect to any investment held in your IRA, unless you specifically direct us to pay the same in writing, in a manner acceptable to us, and have sufficient funds available to pay the same from your IRA account.

**8.20 Proxy Materials.** The custodian will facilitate delivery to you of all prospectuses and proxies that may come into the custodian's possession by reason of the investments held within the custodial account. Provided, however, you acknowledge and agree that the custodian shall have no responsibility to facilitate delivery of any information or materials in connection with the custodial account, unless the custodian is required to do so by law. The depositor may provide written instruction to the custodian as to the manner in which to exercise any voting rights or other shareholder rights with respect to investments in the custodial account. All such instruction shall be in a form and manner acceptable to the custodian and delivered to the custodian within the time prescribed by the custodian. The custodian shall have no obligation to vote or take any other action, hereunder, unless the custodian has received timely and complete instructions from the depositor.

**8.21 Tender Offers.** The custodian will facilitate delivery of materials from companies or individuals offering to purchase shares of an investment held in your IRA that may come into the custodian's possession by reason of the investments held within the IRA to your representative. If you have not designated a representative or otherwise direct the custodian in writing, the custodian will facilitate the delivery of such materials to you. Provided, however, you acknowledge and agree that the custodian shall have no responsibility to facilitate delivery of any information or materials in connection with the custodial account, unless the custodian is required to do so by law.

**8.22 Asset Values.** As required by the IRS, the custodian is responsible for reporting an annual fair market value of the investments in the custodial account. CNB will not determine the value of any asset in the custodial account through its own appraisal. CNB reserves the right to request the account owner provide a third-party valuation that is acceptable to the custodian. If you do not agree with the value provided, you are responsible for obtaining and providing the fair market value to CNB in a manner acceptable to the custodian. CNB shall not be responsible for verifying any values regardless of source.

**8.23 Beneficiary(ies).** You may designate a person(s) or entity(ies) (including a trust or estate, in which case the terms may mean the trustee or personal representative acting in their fiduciary capacity), at any time in a form and manner acceptable to the custodian. Any such designation may be changed or revoked at any time in a form and manner acceptable to the custodian. Provided, however, any designation, or change or revocation of a prior designation shall not be effective unless complete, duly executed and received by the custodian prior to your death. Notwithstanding the foregoing, CNB reserves the right to limit the number of person(s) or entity(ies) that you may designate as beneficiaries of the custodial account.

The custodian may distribute or transfer all or any portion of the custodial account at any time following the death of the depositor under the provisions of the beneficiary designation then on file with the custodian, and such distribution or transfer shall discharge the custodian from any and all claims as to the assets so distributed or transferred.

If prior to your death, you do not properly designate a beneficiary, no beneficiary survives you, or all beneficiaries properly disclaim their rights to receive any benefit, the beneficiary of the IRA shall be your estate.

**8.24 Acceptance. This agreement shall not become effective until our acceptance as evidenced by our establishment of the IRA.**

**8.25 Termination of the Custodial Account.** The depositor may terminate the custodial account at any time upon written notice to the custodian in a form

and manner acceptable to the custodian. Upon such termination, the custodian shall distribute or transfer, as applicable and instructed, the assets of the custodial account (less applicable fees, expenses, taxes, or investment penalties) as soon as administratively feasible.

The custodian shall not be liable for any taxes, penalties, or losses arising from the acts, omissions, delays, or other action or inaction of any other person(s) or entity, including the depositor or his or her representative, in connection with termination of the custodial account. You acknowledge and agree that at the close of the custodial account, any nominal amounts of accrued interest attributable to the CNB Savings Balance will not be credited to the custodial account.

**8.26 Our Resignation.** CNB may resign at any time upon 30 calendar days' notice to the depositor, or within 5 calendar days after receiving the depositor's written objection to an amendment or restatement of this agreement, or within 5 calendar days after material breach of this agreement by the depositor. If property is abandoned, CNB will resign immediately. Upon such resignation, the custodian shall transfer the assets of the custodial account (less applicable fees, expenses, taxes, or investment penalties) as soon as administratively feasible to the custodian or trustee of another IRA or other retirement plan designated by the depositor in a form and manner acceptable to the custodian. In the event the custodian does not receive a proper transfer request within 30 calendar days of the resignation notice, you acknowledge and agree that the custodian may distribute the assets of the custodial account to you either in-kind, in cash, or combination thereof.

The custodian shall not be liable for any taxes, penalties, or losses arising from the acts, omissions, delays, or other action or inaction of any other person(s) or entity, including the depositor or his or her representative, in connection with transfer or distribution of the custodial account.

**8.27 Successor Organization.** CNB may, pursuant to a merger, consolidation, purchase, or otherwise, succeed to another organization substantially all of the custody business. Upon such succession, and without any appointment or action by any person, the surviving organization may become a successor custodian to your IRA, provided the successor custodian satisfies the requirements of Code Section 408(a)(2).

**8.28 Arbitration Agreement.** In the event any legal, statutory, or equitable claims or disputes arise out of or relate to this agreement, or arise out of or relate to the parties' relationship in any way, the parties agree to attempt to resolve the claim or dispute through good faith negotiation. In the event the parties are unable to settle such claim or dispute through negotiations, the parties agree that the claim or dispute will be settled by binding arbitration administered by the American Arbitration Association (AAA). Such arbitration proceedings shall be conducted in Topeka, Kansas, in accordance with the Commercial Arbitration Procedures of the AAA in effect at the time a demand for arbitration is made. The parties further acknowledge that this agreement is not a consumer agreement, as it involves services related to the custody of directed investments, rather than for personal or household goods or services, and the parties agree that the AAA's Consumer Arbitration Rules and fee schedules shall not apply to any claim or dispute between them. The Account Owner may only bring claims and disputes in his or her individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The arbitrator shall have the authority to award reasonable attorneys' fees and costs, including the costs of arbitration, to the prevailing party.

**8.29 USA Patriot Act Information.** By signing the IRA Application, you acknowledge and agree that you shall be responsible for providing (or causing your designated representative to provide) us with accurate data and information necessary to enable us to perform services hereunder and to comply with federal law under the USA Patriot Act, such as your name, residential address, social security number, and date of birth.

## General Instructions

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

### Purpose of Form

Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a). However, only Articles I through VII have been reviewed by the IRS. A traditional individual retirement account (traditional IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. To make a regular contribution to a traditional IRA for a year, the IRA must be established no later than the due date of the individual's income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

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

For more information on IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements (IRAs), and **Pub. 590-B**, Distributions from Individual Retirement Arrangements (IRAs).

### Definitions

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

**Depositor.** The depositor is the person who establishes the custodial account.

### Traditional IRA for Nonworking Spouse

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse. Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

### 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 depositor 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 depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

# ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT

Form **5305-RA** (Rev. April 2017) Department of the Treasury Internal Revenue Service

Do Not File with  
Internal Revenue Service ☐ Amendment

The depositor and the custodian make the following agreement (the "Custodial Agreement"):

**Article I.** Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$6,000 per year for 2019 through 2020. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$7,000 per year for 2019 through 2020. For years after 2020, these limits will be increased to reflect a cost-of-living adjustment, if any.

## Article II.

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a grantor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$124,001 and \$138,999; for a married grantor filing jointly, between AGI of \$196,001 and \$205,999; and for a married grantor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2020. For years after 2020, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

**Article III.** The depositor's interest in the balance in the custodial account is nonforfeitable.

## Article IV.

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).

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

## Article V.

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below.

(a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.

(b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.

2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting 1 from the divisor for each subsequent year.

3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

## Article VI.

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

2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

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

**Article VIII.** This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

## Article IX.

**9.01 Your IRA Documents.** The terms and conditions of the IRA Application, the Standard Fee Schedule, the applicable Individual Retirement Custodial Account form of the Forms 5305 series, the Disclosure Statement, Financial Disclosure, and any amendments or additional provisions hereto constitute the

entire agreement between the parties with respect to the subject matter hereof.

**9.02 Definitions.** The term "depositor" means the person who establishes the custodial account pursuant to this agreement and may be referred to hereunder as "you," "your," or "IRA owner." The term depositor (including its alternative forms) or "representative" (depending on context) also means the person or persons you authorize (or your beneficiary(ies) following your death) to perform duties and responsibilities, including providing investment instructions, on your behalf. The term "custodial account" means the account established hereunder for your benefit (or your beneficiary(ies) following your death). The term "custodian" means Community National Bank or its successor(s) and shall include any duly appointed agent of the custodian. "Custodian" also may be referred to hereunder as "CNB," "we," "us," or "our." The term "IRA" means the Individual Retirement Account for which CNB is the custodian hereunder.

**9.03 Our Fees and Expenses.** In accordance with the Fee Schedule and this agreement, we shall be entitled to compensation for services provided to the IRA. All such fees, as well as expenses incurred while maintaining your IRA (including but not limited to, legal fees incurred in the administration of your IRA) shall be collected by us from cash available in your custodial account. Alternatively, we may agree that such fees and expenses may be paid directly to us by separate check or similar means. Subject to the terms herein, the fees and expenses in the Fee Schedule and/or this agreement may be modified from time to time.

If the cash available in your custodial account is insufficient to pay the applicable fees and expenses, we have the right to liquidate assets, alter participation in a distribution and/or dividend reinvestment plan, or withdraw money from the custodial account to pay such fees and expenses. If it becomes necessary to sell assets or withdraw funds to pay any applicable fees or expenses, we are authorized to sell or withdraw any or all of the custodial account assets. Any remaining portion of the sale proceeds or funds withdrawn after the collection of the applicable fees or expenses will be deposited into the savings balance portion of the IRA. The custodian shall not incur any liability on account of the sale or retention of assets under such circumstances.

**9.04 Amendments.** We may amend or restate this agreement at any time and in any respect, including retroactively, in order to conform with applicable laws and regulations (as in effect from time to time), or as we deem advisable. Any such amendment or restatement will be effected by providing a copy of the amendment or restatement to you at your last known address (including an electronic address) in our records. You shall be deemed to consent to any such amendment or restatement if you fail to object thereto by notifying us in writing and terminating your custodial account within 30 calendar days from the date the amendment or restatement is provided to you. In the event of termination of your custodial account, our termination fee shall apply in addition to any fees and expenses that may be charged by the investment issuers.

**9.05 Notice and Delivery.** Any notice mailed by regular mail to you by us for any reason, including but not limited to amendments to this Agreement, shall be sent to the last known address we have for you in our records. You are responsible for notifying us if your mailing address changes. Notice sent to you by regular mail will be deemed delivered five calendar days after the postmark date and said fifth day will be the receipt date. Upon your consent, we may provide you with notice in a delivery format other than by mail, such as electronic delivery. Notice sent to you electronically will be deemed delivered and received by you as of the date the electronic notice is sent. You are responsible for notifying us if your electronic mail address changes. Unless our policies and procedures provide for oral notice, all notices must be provided to us in writing to our designated address. Written notices, including but not limited to termination, change in personal information or contributions, mailed to us will be deemed delivered upon receipt and shall not be effective until our actual receipt thereof.

**9.06 Applicable Laws.** This agreement, and the duties and obligations of the custodian under this agreement, shall be construed, administered, and enforced in accordance with the laws of the State of Kansas, except as superseded by federal law or statute.

**9.07 Disqualifying Provisions/Waiver.** Any provision of this agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent such prohibition or unenforceability without invalidating the remaining provisions of this agreement, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

Neither party's failure to enforce at any time or for any period of time any of the provisions of this agreement, or any right with respect thereto, shall be construed as a waiver of such provisions or right, nor shall it affect the validity



of this agreement. The exercise or non-exercise by a party of any right under the terms herein shall not preclude or prejudice the exercising thereafter of the same or other rights under this agreement.

**9.08 Interpretation.** This agreement is the mutual product of the parties. Each provision of this agreement has been subject to mutual consultation, negotiation, and drafting, and the language of this agreement shall therefore be interpreted without regard to which party prepared this agreement or any portion of this agreement.

**9.09 Instructions, Representations, and Indemnity.** Neither the custodian nor any agent thereof provides investment, tax, or legal advice. You should consult with your financial advisor, attorney, or tax advisor with regard to your specific situation. We shall have no duty to question any instructions, notices, communication, information or instruments provided to us in connection with the custodial account. We shall be entitled to rely upon and shall be fully protected in any action or inaction taken in good faith reliance upon any such instructions, notices, communication, information, or instruments. The custodian shall not be liable for any loss (including any loss of assets) which results from your or your representative's exercise of control (whether action or inaction) over the custodial account.

If we receive instructions or other information relating to your custodial account which are, in our opinion, incomplete or ambiguous, we may request other instructions or information. The custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction pending the custodian's receipt of any such other instructions or information. Notwithstanding the foregoing, we shall have no duty to question any instructions or other information relating to your custodial account or to advise you regarding any matter relating thereto, including but not limited to compliance of the instructions or information with applicable law.

The custodian shall not have and shall exercise no discretion, authority, or responsibility as to any investment in connection with the custodial account. Further, the custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, distribution, or of any other action or inaction in connection with the custodial account. As between you and the custodian, you shall be solely responsible for the suitability of any investment direction, for any adverse consequences arising from an investment or direction, including but not limited to, the custodian's inability to value or sell an investment, or the generation of unrelated business taxable income. You shall be solely responsible for all taxes, judgments, penalties, or expenses incurred in connection with the custodial account.

To the fullest extent permitted by law, the depositor shall at all times fully indemnify, hold harmless and defend the custodian and its parents, subsidiaries, affiliates and each of their respective officers, directors, employees, agents, successors and permitted assigns (each a "CNB Indemnitee") against any losses, claims, damages, liabilities, costs and expenses, including without limitation, reasonable legal fees, defense costs and expenses, and the aggregate amount paid in any settlement of any actions, suits, proceedings, or claims or threats thereof, actually and reasonably incurred by or imposed on such CNB Indemnitee to the extent arising out of or resulting from the custodian's performance under this agreement. The custodian shall not have any responsibility or liability for the actions or inactions of any predecessor or successor custodian.

#### **9.10 Investment of IRA Assets.**

**(a) Investment of Savings Balance.** All cash contributions to the custodial account shall be deposited into the savings balance portion of the custodial account. Such contributions shall be invested in accordance with your (or your representative's) investment direction. The custodian shall not be liable for any loss resulting from any delay, action, or inaction from investment selections or allocations which are, in the custodian's opinion, incomplete, unclear, or otherwise not acceptable. Notwithstanding any other provision herein, the custodian reserves the right to require a minimum savings balance from time to time as determined necessary to cover any fees and expenses, including but not limited to taxes or other investment penalties, assessed in connection with the custodial account.

**(b) Directing Investments.** Contributions to the custodial account will be invested in accordance with your (or your representative's) investment direction provided in a form and manner acceptable to the custodian. The custodian reserves the right to refuse to accept and/or hold any specific asset or investment. The custodian's refusal to accept and/or hold such asset or investment shall not be construed as the custodian's review (or determination with respect to) the suitability or appropriateness of any asset or investment.

By giving any investment direction hereunder, you shall be deemed to have acknowledged receipt of any and all investor information, representations and/or agreements required in connection with the investment. The custodian shall not be liable for any loss resulting from any delay, action, or inaction from investment selections or allocations which are, in the custodian's opinion, incomplete, unclear, or otherwise not acceptable. Further, we reserve the right to request certification from you that any direction provided by you does not create a prohibited transaction under Code Section 4975. Provided, however,

failure to request such certification or acceptance of such certification shall not be construed as the custodian's review (or determination with respect to) the appropriateness of any investment direction regarding the custodial account.

**(c) Investment Fees and Asset Liquidation.** All fees and expenses, including but not limited to investment-related fees and tax levies, incurred in connection with your IRA will be collected from cash available in your custodial account. If the cash available is insufficient to pay the applicable fees and expenses, we have the right to liquidate assets, alter participation in a distribution and/or dividend reinvestment plan, or withdraw money from the custodial account to pay such fees and expenses. If it becomes necessary to sell assets or withdraw funds to pay any applicable fees or expenses, we are authorized to sell or withdraw any or all of the custodial account assets. Any remaining portion of the sale proceeds or funds withdrawn after the collection of the applicable fees or expenses will be invested in the custodial account's savings balance. The custodian shall not incur any liability on account of the sale or retention of assets under such circumstances.

**(d) Role of Custodian.** By signing the IRA Application, you are selecting and appointing CNB as your IRA custodian to perform ministerial services, as described in this agreement. CNB does not provide any investment, tax, or legal advice. You should consult with your financial advisor, attorney, or tax advisor with regard to your specific situation.

You acknowledge and agree that CNB's authority and responsibility with respect to the custodial account extend only to the performance of the services that are explicitly identified in this agreement. If CNB performs additional services with respect to the custodial account, such performance shall not be treated as a course of conduct giving rise to additional obligations on the custodian's part under any circumstances. You further acknowledge and agree that CNB is a directed custodian hereunder and is not acting as a fiduciary or in any other capacity with respect to the custodial account or with respect to any provision of this agreement.

You acknowledge that CNB is not: (i) the agent, partner, employee, representative, or affiliate of any financial representative, product, or investment sponsor, or any other individual or entity except as otherwise disclosed by CNB, or (ii) responsible for and not bound by any representations, warranties, statements, agreements, disclosures, advice or information made by any such person or persons, described in subsection (i), except as otherwise disclosed by CNB.

Notwithstanding the foregoing, physical custody of your IRA investment(s) may reside at a variety of entities depending upon the nature of your investment(s). Such entities may include but are not limited to: Depository Trust Company, your brokerage firm and/or their clearing firm, depository banks, mutual fund companies, transfer agents, or investment companies. Information regarding the physical custody of your IRA investment(s) is available upon request.

You acknowledge and agree that: (i) the registered owner of any investment(s) held in your IRA will be "Community National Bank as Custodian," (ii) you are the beneficial owner of such investment(s), (iii) all subscription agreements and investment documents must clearly indicate that CNB is the registered owner, and (iv) CNB is authorized to modify any and all documents to clearly reflect the proper registration.

**9.11 Role of Designated Representative.** You may delegate (in a form and manner acceptable to the custodian) to a representative all of your powers, duties, and responsibilities with regard to the investment, reinvestment, and allocation of the custodial account. In doing so, you appoint such representative as having full authority to initiate buys, sells, reallocations, or other investment transactions involving the assets in the custodial account. Further, you authorize the custodian to accept any instructions, notices, communication, information, or instruments from such representative. You acknowledge and agree that: (i) the custodian shall have no duty to question the authority of the representative, (ii) you are responsible for (or causing the representative to) notifying the custodian in writing of any inaccuracies or changes in the name or address of the representative, and (iii) the custodian has no duty to investigate or determine the qualifications of the representative.

If a representative is associated with a broker-dealer or registered investment advisor, the custodian may make information about activity in the custodial account available to the applicable entity in connection with such entity's supervisory responsibilities under applicable law.

You may change or remove the designated representative on your IRA at any time upon written notification to CNB. Such notice will be effective as soon as administratively feasible after CNB's actual receipt of the notification.

**9.12 Distributions.** Distributions from the custodial account will be made only upon request of the depositor or their designated representative to the custodian in such form and manner as acceptable to the custodian. Any distributions will be made in accordance with CNB's policies and procedures. After receipt of a completed Distribution Request Form, CNB will complete a signature comparison (or similar verification process). As deemed appropriate by CNB, additional verification, documentation and/or information, such as a tax identification number, unique identifier, or distribution reason, may be required prior to executing the distribution. For example, additional verification



may include an outgoing telephone call placed by CNB to a telephone number on file that results in verbal confirmation of the distribution amount and the distribution recipient in order to verify the authenticity of the distribution request by you or your designated representative.

In the event that CNB has not been provided with an annual fair market value of a specific asset to be distributed, the custodian may distribute such asset in-kind at the last known value. When considering a distribution, you should consult with your financial adviser, attorney, or tax advisor with regard to your specific situation.

Without limiting the generality of the foregoing, the custodian is not obligated to make any distribution, including a required minimum distribution as specified in Article V, absent specific direction from the depositor (or his or her representative) in a form and manner acceptable to the custodian, and the custodian shall be fully protected in so relying upon any such direction or failure to direct.

The custodian will not, under any circumstances, be responsible for the timing, purpose, or propriety of any distribution from the account, nor shall the custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution or failure to make a required distribution.

**9.13 Transfer and Rollover Contributions.** Assets held on behalf of the depositor in another IRA or eligible retirement plan may be transferred by the custodian or trustee thereof to CNB in a form and manner acceptable to the custodian, to be held in the custodial account for the depositor under this agreement. The custodian's acceptance of transferred assets shall not be effective until acceptance is evidenced by deposit of the transferred assets into the custodial account. Legal title to such assets shall be reflected in the name of the custodian on behalf of the IRA owner.

The custodian shall not be responsible for any tax consequences or losses you may incur as a result of the timing of any transfer from another trustee or custodian. You shall be solely responsible for ensuring that any transfer to the custodian is in compliance with this agreement, the instrument governing the IRA or eligible retirement plan, the Code and any related rules, regulations and guidance issued by the Internal Revenue Service (IRS). Any transfers will be made in accordance with CNB's policies and procedures which may include reasonable requests for additional documentation and/or information. The custodian reserves the right to refuse to accept any transfer, including but not limited to in-kind transfers, rollovers, conversion, or recharacterization of any specific asset(s). The custodian's refusal to accept a transfer shall not be construed as the custodian's review (or determination with respect to) the appropriateness of such transfer. The custodian shall not be responsible for any tax consequences or losses you may incur as a result of the custodian's refusal of a transfer.

For purposes of this Section, "transfer" may include custodian to custodian transfers, contributions that qualify as rollover contributions under the Code, a conversion amount that qualifies as a conversion under the Code, or a recharacterization that is permissible and satisfies the requirements under the Code and any other applicable guidance issued by the IRS.

**9.14 Reports and Records.** The custodian shall cause required reports to be submitted to the IRS and you, excluding any returns related to unrelated business tax income generated by the custodial account.

The custodian shall provide to you a periodic statement based on the frequency selected in your IRA Application (or as required by law) that will include the positions within the custodial account and transaction details during the statement period. You may modify the statement frequency by providing notification to the custodian in a form and manner acceptable to the custodian. In addition, upon your written request, the custodian will provide to you, at no additional cost, a written notification of any securities transaction effected by the custodian on the custodial account, in accordance with 12 C.F.R. §12.4.

Unless the custodian receives a written objection from you of any statement, notice, confirmation, or report within 30 calendar days following the receipt date, you shall be deemed to have approved such statement, notice, confirmation or report and we shall be forever released and discharged from all liability and accountability to anyone with respect to any information or transactions shown on or reflected by such statement, notice, confirmation, or report.

**9.15 Unrelated Business Tax Income.** The custodian shall not be responsible for identifying, tracking, or reporting any unrelated business tax income (UBTI) generated by the custodial account. You acknowledge and agree that you (or your representative) shall be responsible for identifying, tracking, or reporting any UBTI generated by the investments, or any debt financed property within the custodial account. Further, you shall be responsible for directing the custodian with respect to the remittance of any taxes owed and making funds available from the custodial account to pay such taxes.

**9.16 Prohibited Transactions.** If you or your beneficiary engage in a prohibited transaction with your IRA, as described in IRC Section 4975, your IRA will lose its tax-deferred status and you must include the fair market value of the account in your gross income for the year during which the prohibited

transaction occurred. You may be subject to penalties for engaging in the transaction. It is your responsibility to determine if a transaction constitutes a prohibited transaction. The Custodian is not responsible for determining if a transaction constitutes a prohibited transaction.

**9.17 Subpoena.** Notwithstanding any other provision hereunder, the custodian reserves the right to respond to any subpoena in accordance with 12 U.S.C. Chapter 35 (the Financial Right to Privacy Act) without prior notice to you.

**9.18 Legal Proceedings.** You agree that you are solely responsible for the prosecution or defense, including the retention of legal counsel, of all legal actions ("Legal Proceedings") involving your IRA, which arise or become necessary for the protection of the investments in your IRA, including any actions where we are named as a result of being Custodian of your IRA. If we are named as a defendant in any Legal Proceedings as a result of the assets in your IRA being the subject of the litigation, you agree to retain legal counsel to represent us, in our Custodial capacity, or however named in the Legal Proceedings.

As you are the owner of the IRA held with us, you understand that we will not initiate Legal Proceedings on behalf of you or your IRA and will not participate in Legal Proceedings without direction from you. You understand that you have sole authority to direct and make all decisions related to Legal Proceedings.

You further agree that if CNB is required to retain counsel to participate in such Legal Proceedings, including because of your failure to timely retain legal counsel to represent CNB, CNB shall be authorized and entitled to pay its reasonable attorneys' fees and costs with assets in your IRA without seeking further authorization or approvals from you.

**9.19 Insurance.** It is your duty, as the IRA owner, to secure or maintain fire, casualty, liability, or other insurance coverage on any personal or real property held by your IRA or which serves as collateral under any mortgage or other security instrument held by your IRA with respect to any promissory note or other evidence of indebtedness. It is incumbent upon you to arrange for such insurance as you determine necessary or appropriate to protect your IRA assets and to direct us in writing, in a manner acceptable to us, as to the payment of any premiums therefor.

You, as the IRA owner, are responsible for notification or payments of any insurance premiums, real estate taxes, utilities, or other charges (including penalties) with respect to any investment held in your IRA, unless you specifically direct us to pay the same in writing, in a manner acceptable to us, and have sufficient funds available to pay the same from your IRA account.

**9.20 Proxy Materials.** The custodian will facilitate delivery to you of all prospectuses and proxies that may come into the custodian's possession by reason of the investments held within the custodial account. Provided, however, you acknowledge and agree that the custodian shall have no responsibility to facilitate delivery of any information or materials in connection with the custodial account, unless the custodian is required to do so by law. The depositor may provide written instruction to the custodian as to the manner in which to exercise any voting rights or other shareholder rights with respect to investments in the custodial account. All such instruction shall be in a form and manner acceptable to the custodian and delivered to the custodian within the time prescribed by the custodian. The custodian shall have no obligation to vote or take any other action, hereunder, unless the custodian has received timely and complete instructions from the depositor.

**9.21 Tender Offers.** The custodian will facilitate delivery of materials from companies or individuals offering to purchase shares of an investment held in your IRA that may come into the custodian's possession by reason of the investments held within the IRA to your representative. If you have not designated a representative or otherwise direct the custodian in writing, the custodian will facilitate the delivery of such materials to you. Provided, however, you acknowledge and agree that the custodian shall have no responsibility to facilitate delivery of any information or materials in connection with the custodial account, unless the custodian is required to do so by law.

**9.22 Asset Values.** As required by the IRS, the custodian is responsible for reporting an annual fair market value of the investments in the custodial account. CNB will not determine the value of any asset in the custodial account through its own appraisal. CNB reserves the right to request the account owner provide a third-party valuation that is acceptable to the custodian. If you do not agree with the value provided, you are responsible for obtaining and providing the fair market value to CNB in a manner acceptable to the custodian. CNB shall not be responsible for verifying any values, regardless of source.

**9.23 Beneficiary(ies).** You may designate a person(s) or entity(ies) (including a trust or estate, in which case the terms may mean the trustee or personal representative acting in their fiduciary capacity), at any time in a form and manner acceptable to the custodian. Any such designation may be changed or revoked at any time in a form and manner acceptable to the custodian. Provided, however, any designation, or change or revocation of a prior designation shall not be effective unless complete, duly executed and received by the custodian prior to your death. Notwithstanding the foregoing, CNB reserves the right to limit the number of person(s) or entity(ies) that you may designate as beneficiaries of the custodial account.

The custodian may distribute or transfer all or any portion of the custodial account at any time following the death of the depositor under the provisions of the beneficiary designation then on file with the custodian, and such distribution or transfer shall discharge the custodian from any and all claims as to the assets so distributed or transferred.

If prior to your death, you do not properly designate a beneficiary, no beneficiary survives you, or all beneficiaries properly disclaim their rights to receive any benefit, the beneficiary of the IRA shall be your estate.

**9.24 Acceptance.** This agreement shall not become effective until our acceptance as evidenced by our establishment of the IRA.

**9.25 Termination of the Custodial Account.** The depositor may terminate the custodial account at any time upon written notice to the custodian in a form and manner acceptable to the custodian. Upon such termination, the custodian shall distribute or transfer, as applicable and instructed, the assets of the custodial account (less applicable fees, expenses, taxes, or investment penalties) as soon as administratively feasible.

The custodian shall not be liable for any taxes, penalties, or losses arising from the acts, omissions, delays, or other action or inaction of any other person(s) or entity, including the depositor or his or her representative, in connection with termination of the custodial account. You acknowledge and agree that at the close of the custodial account, any nominal amounts of accrued interest attributable to the CNB Savings Balance will not be credited to the custodial account.

**9.26 Our Resignation.** CNB may resign at any time upon 30 calendar days' notice to the depositor, or within 5 calendar days after receiving the depositor's written objection to an amendment or restatement of this agreement, or within 5 calendar days after material breach of this agreement by the depositor. If property is abandoned, CNB will resign immediately. Upon such resignation, the custodian shall transfer the assets of the custodial account (less applicable fees, expenses, taxes or investment penalties) as soon as administratively feasible to the custodian or trustee of another IRA or other retirement plan designated by the depositor in a form and manner acceptable to the custodian. In the event the custodian does not receive a proper transfer request within 30 calendar days of the resignation notice, you acknowledge and agree that the custodian may distribute the assets of the custodial account to you either in-kind, in cash, or combination thereof.

The custodian shall not be liable for any taxes, penalties, or losses arising from the acts, omissions, delays, or other action or inaction of any other person(s) or entity, including the depositor or his or her representative, in connection with transfer or distribution of the custodial account.

**9.27 Successor Organization.** CNB may, pursuant to a merger, consolidation, purchase, or otherwise, succeed to another organization substantially all of the custody business. Upon such succession, and without any appointment or action by any person, the surviving organization may become a successor custodian to your IRA, provided the successor custodian satisfies the requirements of Code Section 408(a)(2).

**9.28 Arbitration Agreement.** In the event any legal, statutory, or equitable claims or disputes arise out of or relate to this agreement, or arise out of or relate to the parties' relationship in any way, the parties agree to attempt to resolve the claim or dispute through good faith negotiation. In the event the parties are unable to settle such claim or dispute through negotiations, the parties agree that the claim or dispute will be settled by binding arbitration administered by the American Arbitration Association (AAA). Such arbitration proceedings shall be conducted in Topeka, Kansas, in accordance with the Commercial Arbitration Procedures of the AAA in effect at the time a demand for arbitration is made. The parties further acknowledge that this agreement is not a consumer agreement, as it involves services related to the custody of directed investments, rather than for personal or household goods or services, and the parties agree that the AAA's Consumer Arbitration Rules and fee schedules shall not apply to any claim or dispute between them. The Account Owner may only bring claims and disputes in his or her individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The arbitrator shall have the authority to award reasonable attorneys' fees and costs, including the costs of arbitration, to the prevailing party.

**9.29 USA Patriot Act Information.** By signing the IRA Application, you acknowledge and agree that you shall be responsible for providing (or causing your designated representative to provide) us with accurate data and information necessary to enable us to perform services hereunder and to comply with federal law under the USA Patriot Act, such as your name, residential address, social security number, and date of birth.

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## General Instructions

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

### Purpose of Form

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

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

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after 5 years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to \$10,000), are not includible in gross income.

For more information on Roth IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements (IRAs), and **Pub. 590-B**, Distributions from Individual Retirement Arrangements (IRAs).

### Definitions

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

**Depositor.** The depositor is the person who establishes the custodial account.

## Specific Instructions

**Article I.** The depositor may be subject to a 6% tax on excess contributions if

(1) contributions to other individual retirement arrangements of the depositor have been made for the same tax year,

(2) the depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the depositor's and spouse's

compensation is less than the amount contributed by or on behalf of them for the tax year.

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

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

# TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE STATEMENT —

This Disclosure Statement is provided to you in accordance with requirements of the Internal Revenue Code ("Code") and contains important information about Traditional Individual Retirement Accounts ("IRA") described in Code Section 408(a) and applicable regulations. You should read the IRA Application, the Standard Fee Schedule, IRS Form 5305-A (in the Agreement), and the Financial Disclosure ("Agreement") in conjunction with this Disclosure Statement.

As described above, the Agreement includes IRS Form 5305-A which is the model custodial agreement that satisfies the requirements of Code Section 408(a) and has been approved by the Internal Revenue Service ("IRS"). IRS approval is a determination only as to the form of the custodial account and does not represent a determination of the merits of the custodial account.

The terms used in this Disclosure Statement have the meaning set in the Agreement unless the context clearly requires a different meaning. You agree to pay the fees and other expenses set forth in the Agreement (including the Standard Fee Schedule) for services provided to the IRA.

Neither the Custodian nor any of its employees provides investment, tax, or legal advice. You should consult with your financial advisor, attorney, or tax advisor with regard to your specific situation.

For more information about IRAs, please refer to IRS Publications (such as Publications 590-A and 590-B), and IRS forms which can be obtained from any district office of the IRS or at [www.irs.gov](http://www.irs.gov).

**Right to Revoke.** If you do not receive the Agreement (including this Disclosure Statement) at least 7 days prior to the establishment of the IRA, you may revoke the custodial account by providing written notice to the Custodian. During this revocation period, the Custodian shall not be obligated to make any investments in connection with the custodial account.

If you want to revoke the custodial account, your revocation notice must be in writing and mailed (or hand-delivered) within 7 days after the establishment of the IRA to:

**CNB Custody**  
**Division of Community National Bank**  
**225 Main Street**  
**Seneca, KS 66538**  
**Telephone: 800-680-0340**

If you mail the revocation notice, it will be treated as received as of the postmark date if it is properly addressed and deposited in the United States mail with first class postage prepaid.

Upon revocation, you will receive a full refund of your IRA contribution (or transfer of assets, if applicable) without adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value.

If you have any questions regarding revocation of the custodial account, please contact us by telephone or in writing by using the above-provided contact information.

If there is a material adverse change to the Agreement (including this Disclosure Statement) prior to the establishment of the IRA or the expiration of the 7-day period described above, the Custodian will notify you of the change. If you do not receive notification of the change at least 7 days prior to the establishment of the IRA, you may revoke the custodial account by providing written notice to the Custodian in accordance with the procedures described above.

**IRA Requirements and Other Custodial Account Information.** IRAs are subject to requirements under the Code and applicable regulations. You may open and make annual contributions to an IRA up to the maximum amount allowed under the Code for a tax year if you have received taxable compensation during the tax year. The Custodian maintains the IRA for

your exclusive benefit and your interest in the IRA is non-forfeitable at all times.

The custodian of any IRA must be a bank, a savings and loan association, a federally insured credit union or another entity approved by the IRS to act as custodian. The Custodian of this IRA is Community National Bank.

**Compensation.** For purposes of this Disclosure Statement, compensation means wages, salaries, commissions, tips, professional fees, bonuses, self-employment income, other amounts received for personal services, and nontaxable combat pay. Compensation also generally includes amounts received under a divorce decree or separation agreement, such as alimony or separate maintenance payments. Compensation does not include earnings and profits from property (such as rental income), interest and dividend income, pensions or annuity income, deferred compensation received, income from certain partnerships, or any amounts excluded from gross income (such as foreign earned income and housing costs).

**Prohibited Transactions.** If you (or your beneficiary) engage in a prohibited transaction (as described in Code Section 4975(c)) with respect to the IRA, the IRA will be disqualified, and you must include the fair market value of the IRA in gross income for the tax year. If you are under age 59 1/2, the 10% penalty on early distributions may apply. Some examples of prohibited transactions include borrowing money from the IRA, selling property to the IRA, using the IRA as security for a loan, and buying property for personal use with IRA assets.

**Loan Security/Pledges.** If you use all or a portion of the IRA as security for a loan, the pledged portion will be treated as a distribution from the IRA, and you must include the amount in gross income for the tax year. If you are under age 59 1/2, the 10% penalty on early distributions may apply.

**Contributions and Contribution Limits.** You may make annual IRA contributions of up to the lesser of 100% of your taxable compensation, or the maximum amount allowed under the Code for a tax year. The maximum annual IRA contribution limit is reduced by the amount of any contributions you make to other IRAs (traditional and Roth). If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you may make a catch-up contribution to the IRA in addition to your annual contribution. Some or all of your IRA contribution may be deductible depending on your (and your spouse's, if applicable) circumstances and adjusted gross income. IRA contributions must be made by the due date of your federal income tax return (not including extensions).

If you are married and file a joint federal income tax return, either you and/or your spouse may make a contribution to an IRA if you meet the eligibility requirements (i.e., have taxable compensation for the tax year). If you file a joint federal income tax return, only you or your spouse must have received compensation during the year. You and your spouse cannot participate in the same IRA. If your and your spouse's combined compensation for the year is less than the maximum annual IRA contribution limits in any one year, you cannot contribute more after the due date for filing your federal income tax return or in later years to make up the difference.

Contributions to your IRA must be made by check, money order or wire transfer. In the Custodian's sole discretion, in-kind contributions in connection with rollover contributions, transfer, or re-characterization may be accepted.

Please refer to the following chart for information regarding annual IRA contribution limits:

| Tax Year | Annual IRA Contribution Limit | Annual IRA Catch-Up Contribution Limit (if at least age 50) | Total Annual IRA Contribution Limit plus Catch-Up Contribution (if at least age 50) |
|----------|-------------------------------|---|---|
| 2023     | \$6,500                       | \$1,000   | \$7,500   |

**Deductible Contributions.** Depending on your circumstances and subject to certain limits, you may be able to deduct some or all of your IRA contributions (except rollover contributions which are not deductible) made in a tax year. The amount of the contribution for which you may be able to take a deduction will depend on whether you or, if you are married, your spouse is an active participant in an employer-sponsored retirement plan, your (or your spouse's) modified adjusted gross income, and your income tax filing status for the tax year for which the IRA contribution is made. If you (or your spouse) do not know whether you are an active participant in an employer-sponsored retirement plan, you should ask your employer. Your deduction amount decreases (and may be eliminated) as your income increases, subject to your federal income tax filing status.

Please refer to the following chart for information regarding modified adjusted gross income limits for deductible IRA contributions\*:

| Tax Year | Single, Active Participant                | Married, Filing Joint Return, Active Participant | Married, Filing Separate Return, Active Participant | Married, Live with Spouse or Filing Joint Return, Spouse is Active Participant |
|----------|---|--|---|--|
| 2023     | More than \$73,000 but less than \$83,000 | More than \$116,000 but less than \$136,000      | Less than \$10,000                                  | More than \$218,000 but less than \$228,000                                    |

\*For more information, please refer to IRS Publication 590-A and your tax advisor.

**Nondeductible Contributions.** You may make IRA contributions up to your applicable limit even if your deduction for such contributions is reduced or eliminated. The difference between your applicable contribution limit and deduction (if any) is your nondeductible contribution.

The sum of your total deductible and nondeductible IRA contributions may not exceed the lesser of 100% of your taxable compensation or the applicable annual IRA contribution limit. You also may elect to treat deductible IRA contributions as nondeductible contributions. Nondeductible contributions may include repayments of qualified reservist distributions.

**Re-characterizations.** You may be able to transfer a contribution made to one type of IRA to a different type of IRA (i.e., re-characterize the contribution) in a direct transfer. If the transfer is made by the due date (including extensions) for filing your federal income tax return for the tax year for which the original contribution was made, you may elect to treat the contribution as having been made to the second IRA (instead of the first IRA), if certain conditions are met.

However, beginning January 1, 2018, you cannot re-characterize a conversion of an IRA to a Roth IRA, or a rollover from another retirement plan to a Roth IRA.

**SIMPLE IRA and Simplified Employee Pension.** A SIMPLE IRA is a retirement plan that certain small employers can establish for their employees. If you participate in your employer's SIMPLE IRA, you can make contributions to your IRA. A Simplified Employee Pension ("SEP") is an arrangement that allows your employer to make deductible contributions to an IRA for you. Generally, distributions from SEPs are subject to the withdrawal and tax rules that apply to IRAs. Please refer to IRS Publication 560 for more information.

#### Investments.

**Explanation of Custodial Account.** The investments in your IRA, with the exception of the CNB savings balance and any CNB certificates of deposit, are not FDIC insured; are not obligations of the bank; are not guaranteed by the bank; and involve risks, including possible loss of principal.

All cash contributed will be placed in the CNB savings balance portion of your IRA pending further direction. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your deposit account daily. Current interest rate and annual percentage yield information are provided in a separate Annual Percentage Yield (APY) disclosure that will be mailed to you within ten

business days of acceptance of your IRA Application. For additional disclosures on the APY you may contact Community National Bank at 785-336-6111. The CNB savings balance and CNB certificates of deposit may be the only portion of the IRA insured by the FDIC. (Contact the issuer of other CDs and products to determine if insurance coverage is available.)

**Life Insurance and Commingling Assets.** No portion of your IRA may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund.

**Collectibles.** Except as otherwise described under this section, no portion of your IRA may be invested in collectibles. A collectible is defined under Code Section 408(m) as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property. The Custodian may allow the assets of your IRA to be invested in certain U.S. gold, silver and platinum coins, coins issued under the laws of any state, or gold, silver, platinum, and palladium bullion of a specified fineness (as described in Code Section 408(m)(3)). The investment of your IRA assets in a collectible may result in an amount equal to the cost of the collectible being treated as a distribution from the IRA. If you are under age 59 1/2, the 10% penalty on early distributions may apply.

**Beneficiary Designation.** You should designate a person(s) or entity(ies) to receive your IRA assets upon your death by completing the appropriate section of your IRA Application. Please refer to IRS Form 5305-A in the Agreement for more information about designating beneficiaries.

**Inherited IRA.** If you inherit an IRA from your deceased spouse, you may treat the inherited IRA as your own IRA by designating yourself as the custodial account owner. Otherwise, you may be able to roll the inherited IRA into your IRA (or into your employer-sponsored retirement plan, if the IRA is taxable), or continue to treat yourself as the beneficiary of the inherited IRA.

If you inherit an IRA from someone other than your spouse, you cannot treat the inherited IRA as your own. Because you cannot treat the inherited IRA as your own IRA, you cannot make any contributions to the IRA, and you cannot roll any amounts into or out of the inherited IRA. However, you may make a direct transfer if the IRA into which the assets are transferred identifies the deceased as the IRA owner with you as the beneficiary.

The SECURE Act of 2019 was passed in December 2019. The new rules apply to beneficiaries that are claiming accounts belonging to decedents that passed away after December 31, 2019. Until the IRS releases an updated form 5305-A, please refer to [irs.gov](https://www.irs.gov), your tax advisor, or our Beneficiary Claim form for options. The Beneficiary Claim form is available on our website at [cnbcustody.com](https://cnbcustody.com) under our forms tab.

**Distributions.** Distributions from the IRA will only be made upon your request in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the IRA without instruction if directed to do so by a levy or court order, or if the Custodian resigns.

Generally, IRA contributions, including earnings and gains, are not taxed until they are distributed from the IRA. If you (or your beneficiary) receive a taxable distribution from the IRA, you generally must include in your gross income any taxable distributions that you receive. Federal income tax at the rate of 10% will be withheld from distributions that you receive unless you provide the Custodian with appropriate documentation to request that a specific withholding percentage apply.

Distributions from your SIMPLE IRA may be rolled over to an IRA after the 2-year period beginning when your employer first contributes to your SIMPLE IRA.

**Required Minimum Distributions.** You are required to begin taking minimum distributions from an IRA by April 1 of the year following the year in which you reach age 73. You are responsible for ensuring that your first and subsequent required minimum distributions are timely and are in amounts sufficient to satisfy Code Sections 408(a)(6) and 401(a)(9) and applicable regulations. If the required minimum distribution is not distributed or the distribution is not sufficient to satisfy the amount required for the year, you may be subject to a 50% excise tax under Code Section 4974 on the amount (or additional amount) that should have been distributed. Required minimum distributions are not eligible for rollover treatment. Please refer to IRS Form 5305-A in the Agreement and IRS Publication 590-B for more information about required minimum distributions (including calculating the distribution amount).



**Conversions.** You may withdraw all or a portion of your IRA assets and reinvest such assets in a Roth IRA if such reinvestment occurs within 60 days. The reinvested amount is called a conversion contribution and is not subject to the 10% early withdrawal penalty if the reinvestment is timely. However, a part or all of the IRA distribution may be includible in gross income and subject to ordinary income tax. The assets rolled over into the Roth IRA must be the same assets you received from the IRA. Any amounts that are not rolled over may be subject to the 10% early withdrawal penalty. You cannot convert required minimum distributions.

**Distributions Under Divorce or Similar Proceedings.** If all or any portion of your IRA is awarded to a former spouse or spouse under a decree of divorce or similar proceeding, such portion can be transferred to an IRA in the receiving spouse's name. There will be no tax implications to you if a written instrument specifically directing the transfer is executed by a court as part of a divorce or legal separation in accordance with Code Section 408(d)(6) and is received and accepted by the Custodian. The Custodian may require other direction from you and your spouse or former spouse in connection with such transfers.

**Qualified HSA Funding Distribution.** You may be able to make a one-time qualified Health Savings Account funding distribution from your IRA to your Health Savings Account ("HSA"). The distribution must be less than or equal to your maximum annual HSA contribution and must be made in a direct transfer. The distribution is not included in your income, is not deductible, and reduces the amount that can be contributed to your HSA. Generally, you are allowed to make only one qualified HSA distribution during your lifetime, and you must make the distribution by the end of the year. The qualified HSA funding distribution is reported on IRS Form 8889 for the year in which the distribution is made. Please refer to IRS Publications 590-B and 969 for more information.

**Qualified Reservist Distributions.** A qualified reservist distribution from an IRA is not subject to the 10% early withdrawal penalty. Such a distribution must be made from an IRA (or from amounts attributable to elective deferrals under a Code Section 401(k) plan, Code Section 403(b) plan, or similar arrangement) to an individual who is ordered or called to active duty after September 11, 2001, and for a period of more than 179 days (or for an indefinite period). The distribution must be made during the period beginning on the date of the order or call to duty and ending at the close of the active-duty period. If you receive a qualified reservist distribution, you may be able to repay such distribution to an IRA within two years after your active-duty period ends. Please refer to IRS Publication 590-A for more information.

## Transfers and Rollovers.

**Transfers.** You may transfer IRA assets from one trustee or custodian to a new trustee or custodian. Such a transaction is not a rollover and is not subject to the 1-year waiting period applicable to tax-free rollovers, described below. The transfer is tax free because there is no distribution to you.

**Rollovers.** A rollover is a tax-free distribution to you of your assets in one retirement plan that you contribute to another retirement plan. You can rollover amounts from (or your IRA may receive rollover contributions from) an IRA, an employer-sponsored retirement plan, a deferred compensation plan of a state or local government, or a tax-sheltered annuity plan, if all the applicable rollover requirements are satisfied. Distributions that are not eligible for rollover include required minimum distributions, substantially equal periodic payments, required distributions from Inherited IRAs, and corrective distributions of excess contributions (and any income allocable to the excess contribution). In general, you must make a rollover contribution no later than 60 days after the day you receive a distribution. If you do not complete a rollover within the 60-day period, you must treat the amounts not rolled over as a taxable distribution in the year the distribution occurred. However, the IRS may waive the 60-day requirement in certain situations, such as a casualty, disaster, or other event beyond your reasonable control.

**Waiting Period.** If you make a tax-free rollover of any part of a distribution from an IRA, you may not make a tax-free rollover of a later distribution from the same IRA within a 12-month period. In addition, you may not make a tax-free rollover of any amount distributed from the IRA into which you made the tax-free rollover within the same 12-month period. The 12-month period begins on the date you receive the IRA distribution.

**One-Rollover Limitation.** You may make only one rollover from an IRA to another (or same) IRA within a 12-month period, regardless of whether you have multiple IRAs. For purposes of this limitation, you must aggregate all your IRAs (including SEPs, SIMPLE IRAs, and Roth IRAs) and treat them as one IRA. This limitation, however, does not apply to direct transfers or rollovers from IRAs to Roth IRAs.

**Qualified Plan Loan Offsets.** For distributions made in tax years beginning January 1, 2018, you can rollover a qualified plan offset amount. You have until the due date (including extensions) for filing your federal income tax return for the tax year in which the offset occurs to make such a rollover. A qualified plan offset amount is the amount your employer-sponsored plan account balance is reduced to repay an outstanding loan from the plan if the reduction occurs because the plan terminated, or you severed your employment with the employer.

**Income Tax and Tax Reporting.** In general, you are required to report the amount of distributions you receive from an IRA to the IRS. The taxable distributions you receive are includible in gross income and taxed as ordinary income for the year in which the distribution is made. Federal income tax at a rate of 10% will be withheld from taxable distributions that you receive unless you provide the Custodian with appropriate documentation to request that a specific withholding percentage apply. Depending on your circumstances, additional reporting, taxes, or penalties may be applicable. The capital gains and 10-year forward averaging special tax treatments that may apply to individuals under qualified plans are not applicable to IRA distributions.

If you have made only deductible contributions to an IRA, any distributions are fully taxable when received. If you made nondeductible contributions or rolled over any after-tax amounts to an IRA, such amounts are not taxed when distributed to you. If an IRA distribution consists of deductible and nondeductible contributions, the distribution is partly taxable and partly nontaxable. If you receive a distribution from an IRA and have ever made nondeductible contributions or rolled over after-tax amounts to the IRA, you must file IRS Form 8606 (regardless of whether you file a federal income tax return for the year).

**Unrelated Business Income.** An IRA may be subject to tax on unrelated business income. If an IRA has \$1,000 or more unrelated trade or business gross income, you must file IRS Form 990-T and you may owe taxes on such income. Please refer to IRS Publication 598 for more information.

**Saver's Credit.** If you are 18 or older, not a full-time student, and not claimed as a dependent on another person's federal income tax return, you may be eligible for a tax credit for your IRA contributions. Eligibility for the tax credit is determined based on your adjusted gross income and other requirements. The amount of the credit ranges from 0% to 50% of your IRA contributions. The maximum tax credit amount is \$2,000 (or \$4,000 if married filing jointly). Please refer to the following chart for more information regarding the tax credit:

| 2023 Credit Rate         | Married, Filing Joint Return | Head of Household          | All Other Filers*          |
|--------------------------|------------------------------|----------------------------|----------------------------|
| 50% of your contribution | AGI not more than \$43,500   | AGI not more than \$32,625 | AGI not more than \$21,750 |
| 20% of your contribution | \$43,501 - \$47,500          | \$32,626 - \$35,625        | \$21,751 - \$23,750        |
| 10% of your contribution | \$47,501 - \$73,000          | \$35,626 - \$54,750        | \$23,751 - \$36,750        |
| 0% of your contribution  | More than \$73,000           | More than \$54,750         | More than \$36,750         |

\*Single, married filing separate return, or qualifying widow(er).

**Penalties.** An excise tax is imposed under Code Section 4973 on any contributions you make to an IRA (excluding permissible rollovers and conversion contributions) in excess of the contribution limits for the tax year. The excise tax applies each year that the excess contribution remains in the IRA. However, you may withdraw any excess contribution (plus any net income attributable to the excess contribution) by the due date for filing your federal income tax return (including extensions) for the tax year in which you made the excess contribution to avoid the excise tax, provided that you do not take a deduction for the contribution. Alternatively, you can apply the excess contribution in one year to a later year if your

contributions for that later year are less than the maximum contributions allowed for that year, but a penalty or additional tax may apply.

If you take a distribution from an IRA before you reach age 59 1/2 (i.e., an early distribution), you may be subject to an additional 10% early withdrawal penalty on the part of the distribution that you have to include in gross income. This early withdrawal penalty is in addition to any regular income tax you owe on the distribution. However, you may not have to pay the 10% early withdrawal penalty if: (1) you have unreimbursed medical expenses that are more than 7.5% of your adjusted gross income, (2) the distribution is not more than the cost of your medical insurance due to a period of unemployment, (3) you are totally and permanently disabled, (4) you are a beneficiary of a deceased IRA owner, (5) you are receiving distributions in the form of an annuity, (6) the distribution is not more than your qualified higher education expenses, (7) you use the distribution to buy, build, or rebuild a first home, (8) the distribution is due to an IRS levy of the IRA, or (9) the distribution is a qualified reservist distribution. Please consult your tax advisor regarding these exceptions and your specific situation.

If you exceed the contribution limits in a tax year, or receive an early distribution from an IRA, you must file IRS Form 5329 for each taxable year during which the issue exists to pay any additional taxes. However, if the issue is due to a reasonable error and you are taking action to remedy the situation, you may request that the IRS waive the additional tax or apply for an exemption. Please refer to IRS Publication 590-B for more information.

**Estate and Gift Taxes.** Generally, at your death, the total value of assets in your IRA is included in your gross estate for federal estate tax purposes. However, your beneficiary may be able to claim a deduction for estate tax resulting from certain distributions from the IRA. Generally, naming a beneficiary to receive payments from your traditional IRA is not considered a gift subject to federal gift tax. Please consult your tax advisor regarding your specific situation.

**Value of Custodial Account.** Applicable regulations under Code Section 408 require that the Custodian provide you with a growth projection of the value of your IRA if such a projection can reasonably be made. If a growth projection cannot reasonably be made, the Custodian is required to provide you with different information regarding your IRA. (See the "Assumption Disclosure" section below.)

**Assumption Disclosure.** The assets in your IRA will be invested in accordance with your (or your representative's) investment direction. However, no portion of your IRA may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund. Investment performance will vary with the investments selected by you (or your representative). Growth in the value of your custodial account is neither guaranteed nor projected. Various fees and charges may apply to your IRA, as described in the Agreement (including the Standard Fee Schedule) and the prospectuses (or similar disclosure documents) applicable to your IRA investments. This information applies to each of the following contribution assumptions: (1) level annual contributions of \$1,000 on January 1 of each year, (2) a rollover contribution of \$1,000 on January 1 and no other contributions, or (3) a rollover contribution of \$1,000 on January 1 plus level annual contributions of \$1,000 on January 1 of each year.



# ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE STATEMENT

This Disclosure Statement is provided to you in accordance with requirements of the Internal Revenue Code ("Code") and contains important information about Roth Individual Retirement Accounts ("Roth IRA") described in Code Section 408A and applicable regulations. You should read the IRA Application, the Standard Fee Schedule, IRS Form 5305-RA (in the Agreement), and the Financial Disclosure ("Agreement") in conjunction with this Disclosure Statement.

As described above, the Agreement includes IRS Form 5305-RA which is the model custodial agreement that satisfies the requirements of Code Section 408A and has been approved by the Internal Revenue Service ("IRS"). IRS approval is a determination only as to the form of the custodial account and does not represent a determination of the merits of the custodial account.

The terms used in this Disclosure Statement have the meaning set forth in IRS Form 5305-RA of the Agreement unless the context clearly requires a different meaning. You agree to pay the fees and other expenses set forth in the Agreement (including the Standard Fee Schedule) for services provided to the IRA.

Neither the Custodian nor any of its employees provides investment, tax, or legal advice. You should consult with your financial advisor, attorney, or tax advisor with regard to your specific situation.

For more information about Roth IRAs, please refer to IRS Publications (such as Publications 590-A and 590-B), and IRS forms which can be obtained from any district office of the IRS or at [www.irs.gov](http://www.irs.gov).

**Right to Revoke.** If you do not receive the Agreement (including this Disclosure Statement) at least 7 days prior to the establishment of the Roth IRA, you may revoke the custodial account by providing written notice to the Custodian. During this revocation period, the Custodian shall not be obligated to make any investments in connection with the custodial account.

If you want to revoke the custodial account, your revocation notice must be in writing and mailed (or hand-delivered) within 7 days after the establishment of the Roth IRA to:

**CNB Custody**  
**Division of Community National Bank**  
**225 Main Street**  
**Seneca, KS 66538**  
**Telephone: 800-680-0340**

If you mail the revocation notice, it will be treated as received as of the postmark date if it is properly addressed and deposited in the United States mail with first class postage prepaid.

Upon revocation, you will receive a full refund of your Roth IRA contribution (or transfer of assets, if applicable) without adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value.

If you have any questions regarding revocation of the custodial account, please contact us by telephone or in writing by using the above-provided contact information.

If there is a material adverse change to the Agreement (including this Disclosure Statement) prior to the establishment of the Roth IRA or the expiration of the 7-day period described above, the Custodian will notify you of the change. If you do not receive notification of the change at least 7 days prior to the establishment of the Roth IRA, you may revoke the custodial account by providing written notice to the Custodian in accordance with the procedures described above.

**Roth IRA Requirements and Other Custodial Account Information.** Roth IRAs are subject to requirements under the Code and applicable regulations. You may open and make annual nondeductible contributions to a Roth IRA up to the maximum amount allowed under the Code for a tax year if you have received taxable compensation and your modified adjusted gross income is within required limits. The Custodian maintains the IRA for your exclusive benefit and your interest in the Roth IRA is non-forfeitable at all times.

The custodian of any Roth IRA must be a bank, a savings and loan association, a federally insured credit union or another entity approved by the IRS to act as custodian. The Custodian of this Roth IRA is Community National Bank.

**Compensation.** For purposes of this Disclosure Statement, compensation means wages, salaries, commissions, tips, professional fees, bonuses, self-employment income, other amounts received for personal services, and nontaxable combat pay. Compensation also generally includes amounts received under a divorce decree or separation agreement, such as alimony or

separate maintenance payments. Compensation does not include earnings and profits from property (such as rental income), interest and dividend income, pensions or annuity income, deferred compensation received, income from certain partnerships, or any amounts excluded from gross income (such as foreign earned income and housing costs).

**Prohibited Transactions.** If you (or your beneficiary) engage in a prohibited transaction (as described in Code Section 4975(c)) with respect to the Roth IRA, the Roth IRA will be disqualified, and you must include the fair market value of the Roth IRA in gross income for the tax year. If you are under age 59 1/2, the 10% penalty on early distributions may apply. Some examples of prohibited transactions include borrowing money from the Roth IRA, selling property to the Roth IRA, using the Roth IRA as security for a loan, and buying property for personal use with Roth IRA assets.

**Loan Security/Pledges.** If you use all or a portion of the Roth IRA as security for a loan, the pledged portion will be treated as a distribution from the Roth IRA, and you must include the amount in gross income for the tax year. If you are under age 59 1/2, the 10% penalty on early distributions may apply.

**Contributions and Contribution Limits.** You may make annual Roth IRA contributions of up to the lesser of 100% of your taxable compensation, or the maximum amount allowed under the Code for a tax year. The maximum annual Roth IRA contribution limit is reduced if your modified adjusted gross income is above a certain amount. If you make contributions to both traditional IRAs and Roth IRAs, your annual Roth IRA contribution limit is reduced by the amount of any contributions you make to traditional IRAs. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you may make a catch-up contribution to the Roth IRA in addition to your annual contribution. Roth IRA contributions are nondeductible and must be made by the due date of your federal income tax return (not including extensions).

If you are married and file a joint federal income tax return, either you and/or your spouse may make a contribution to a Roth IRA if you have taxable compensation for the tax year and your modified adjusted gross income is within applicable limits. If you file a joint federal income tax return, only you or your spouse must have received compensation during the year. You and your spouse cannot participate in the same Roth IRA.

Contributions to your Roth IRA must be made by check, money order or wire transfer. In the Custodian's sole discretion, in-kind contributions in connection with rollover contributions, transfer, or re-characterizations may be accepted.

Please refer to the following chart for information regarding annual Roth IRA contribution limits:

| Tax Year | Annual Roth IRA Contribution Limit | Annual Roth IRA Catch-Up Contribution Limit (if at least age 50) | Total Annual Roth IRA Contribution Limit Plus Catch-Up Contribution (if at least age 50) |
|----------|------------------------------------|--|--|
| 2023     | \$6,500                            | \$1,000  | \$7,500  |

However, your annual Roth IRA contribution limit is reduced based on your federal income tax filing status and modified adjusted gross income. For 2023, your Roth IRA contribution limit is reduced if: (1) your filing status is married filing jointly or qualifying widow(er) and your modified adjusted gross income is at least \$218,000 (at \$228,000 your contribution limit is reduced to zero), (2) your filing status is single, head of household, or married filing separately (and you did not live with your spouse at all during the year) and your modified adjusted gross income is at least \$138,000 (at \$153,000 your contribution limit is reduced to zero), (3) your filing status is married filing separately (and you lived with your spouse at any time during the year) and your modified adjusted gross income is more than \$0 (at \$10,000 your contribution limit is reduced to zero). Please refer to IRS Publication 590-A for information regarding calculating your reduced contribution limit.

**Re-characterizations.** You may be able to transfer a contribution made to an IRA to a different type of IRA (i.e., re-characterize the contribution) in a direct transfer. Any net income attributable to the re-characterized contribution also must be transferred. If the transfer is made by the due date (including extensions) for filing your federal income tax return for the tax year for which the original contribution was made, you may elect to treat the contribution as

having been made to the second IRA (instead of the first IRA), if certain conditions are met.

However, beginning January 1, 2018, you cannot re-characterize a conversion of an IRA to a Roth IRA, or a rollover from another retirement plan to a Roth IRA.

**SIMPLE IRA and Simplified Employee Pension.** A SIMPLE IRA is a retirement plan that certain small employers can establish for their employees. If you participate in your employer's SIMPLE IRA, you can make contributions to your IRA. A Simplified Employee Pension ("SEP") is an arrangement that allows your employer to make deductible contributions to an IRA for you. Generally, distributions from SEPs are subject to the withdrawal and tax rules that apply to IRAs. Please refer to IRS Publication 560 for more information.

#### **Investments.**

**Explanation of Custodial Account.** The investments in your IRA, with the exception of the CNB savings balance and any CNB certificates of deposit, are not FDIC insured; are not obligations of the bank; are not guaranteed by the bank; and involve risks, including possible loss of principal.

All cash contributed will be placed in the CNB savings balance portion of your IRA pending further direction. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your deposit account daily. Current interest rate and annual percentage yield information are provided in a separate Annual Percentage Yield (APY) disclosure that will be mailed to you within ten business days of acceptance of your IRA Application. For additional disclosures on the APY you may contact Community National Bank at 785-336-6111. The CNB savings balance and CNB certificates of deposit may be the only portion of the IRA insured by the FDIC. (Contact the issuer of other CDs and products to determine if insurance coverage is available.)

**Life Insurance and Commingling Assets.** No portion of your IRA may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund.

**Collectibles.** Except as otherwise described under this section, no portion of your Roth IRA may be invested in collectibles. A collectible is defined under Code Section 408(m) as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property. The Custodian may allow the assets of your Roth IRA to be invested in certain U.S. gold, silver and platinum coins, coins issued under the laws of any state, or gold, silver, platinum, and palladium bullion of a specified fineness (as described in Code Section 408(m)(3)). The investment of your Roth IRA assets in a collectible may result in an amount equal to the cost of the collectible being treated as a distribution from the Roth IRA. If you are under age 59 1/2, the 10% penalty on early distributions may apply.

**Beneficiary Designation.** You should designate a person(s) or entity(ies) to receive your Roth IRA assets upon your death by completing the appropriate section of your IRA Application. Please refer to IRS Form 5305-RA in the Agreement for more information about designation of beneficiaries.

**Inherited Roth IRA.** If you are a beneficiary who inherits a Roth IRA, you may maintain the tax-deferred status of the assets in an Inherited Roth IRA. However, you may not make contributions to an Inherited Roth IRA.

If you inherit a Roth IRA, the 5-year period beginning with the first taxable year for which a Roth IRA contribution was made is not re-determined after the Roth IRA owner's death, unless you (as beneficiary) are the deceased's spouse and you elect to treat the Roth IRA as your own and have an earlier 5-year period than deceased.

The SECURE Act of 2019 was passed in December 2019. The new rules apply to beneficiaries that are claiming accounts belonging to decedents that passed away after December 31, 2019. Until the IRS releases an updated form 5305-RA, please refer to [irs.gov](https://irs.gov), your tax advisor, or our Beneficiary Claim form for options. The Beneficiary Claim form is available on our website at [cnbcustody.com](https://cnbcustody.com) under our forms tab.

**Distributions.** Distributions from the Roth IRA will only be made upon your request in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the Roth IRA without instruction if directed to do so by a levy or court order, or if the Custodian resigns.

In general, a distribution from a Roth IRA that is a return of your regular contributions is not included in gross income for the year in which the distribution is received if the distribution is a qualified distribution (defined below). However, you may be required to include other distributions in your

gross income. Federal income tax at a rate of 10% will be withheld from taxable distributions that you receive unless you provide the Custodian with appropriate documentation to request that a specific withholding percentage apply.

A qualified distribution is any payment from a Roth IRA that (1) is made after the 5-year period beginning with the first taxable year for which a Roth IRA contribution is made, and (2) you are (i) age 59 1/2, (ii) disabled, (iii) deceased, or (iv) a qualified first-time home buyer distribution (up to a \$10,000 lifetime maximum). If you receive a distribution that is not a qualified distribution, the portion of the distribution attributable to earnings on your Roth IRA contributions is includible in gross income and the 10% early withdrawal penalty may apply. You are solely responsible for determining if a distribution is a qualified distribution.

Distributions from your SIMPLE IRA may be rolled over to your Roth IRA after the 2-year period beginning when your employer first contributes to your SIMPLE IRA. However, distributions from tax-qualified plans, such as profit sharing and 401(k) plans, may not be directly contributed to a Roth IRA.

**Distribution Ordering.** When making a distribution from a Roth IRA, there is a set order in which contributions (including conversion contributions and rollover contributions from qualified retirement plans) and earnings must be distributed from a Roth IRA. Any excess contributions and the earnings attributable to the excess contribution are disregarded for distribution ordering purposes. The distribution ordering rules are complex. Please refer to IRS Publication 590-B for more information.

**Required Minimum Distributions.** You are not required to begin taking minimum distributions from a Roth IRA when you attain age 73. However, the required minimum distribution rules under Code Sections 408(a)(6) and 401(a)(9) and applicable regulations apply to your beneficiary(ies) upon your death. If applicable, you are responsible for ensuring that your first and subsequent required minimum distributions are timely and are in sufficient amounts. If the required minimum distribution is not distributed or the distribution is not sufficient to satisfy the amount required for the year, a 50% excise tax under Code Section 4974 on the amount (or additional amount) that should have been distributed may apply. Required minimum distributions are not eligible for rollover treatment. Please refer to IRS Form 5305-RA in the Agreement and IRS Publication 590-B for more information about required minimum distributions (including calculating the distribution amount).

**Conversions.** You can convert a traditional IRA to a Roth IRA and the conversion is treated as a rollover regardless of whether the conversion is a rollover or a direct transfer. You must include in gross income any distribution from a traditional IRA that would be includible if the distribution was not converted to a Roth IRA. Generally, the distribution is reported in the year the distribution is converted to the Roth IRA. Please refer to IRS Publication 590-A and your tax advisor for more information.

**Distributions Under Divorce or Similar Proceedings.** If all or any portion of your Roth IRA is awarded to a former spouse or spouse under a decree of divorce or similar proceeding, such portion can be transferred to a Roth IRA in the receiving spouse's name. There will be no tax implications to you if a written instrument specifically directing the transfer is executed by a court as part of a divorce or legal separation in accordance with Code Section 408(d)(6) and is received and accepted by the Custodian. The Custodian may require other direction from you and your spouse or former spouse in connection with such transfers.

**Qualified HSA Funding Distribution.** You may be able to make a one-time qualified Health Savings Account funding distribution from your Roth IRA to your Health Savings Account ("HSA"). The distribution must be less than or equal to your maximum annual HSA contribution and must be made in a direct transfer. The distribution is not included in your income, is not deductible, and reduces the amount that can be contributed to your HSA. Generally, you are allowed to make only one qualified HSA funding distribution during your lifetime, and you must make the distribution by the end of the year. The qualified HSA funding distribution is reported on IRS Form 8889 for the year in which the distribution is made. Please refer to IRS Publications 590-B and 969 for more information.

**Qualified Reservist Distributions.** A qualified reservist distribution is a distribution from a traditional IRA (or from amounts attributable to elective deferrals under a Code Section 401(k) plan, Code Section 403(b) plan, or similar arrangement) to an individual who is ordered or called to active duty after September 11, 2001, and for a period of more than 179 days (or for an indefinite period). The distribution is not subject to the 10% early withdrawal penalty and must be made during the period beginning on the date of the order

or call to duty and ending at the close of the active-duty period. If you receive a qualified reservist distribution, you may be able to repay such distribution to a Roth IRA within two years after your active-duty period ends even if the repayment would cause your Roth IRA contributions to exceed the applicable limit. Please refer to IRS Publication 590-A for more information.

**Rollovers.** Distributions from Roth sources in employer-sponsored plans may be rolled over into a Roth IRA. You also may rollover assets from your Roth IRA into the same Roth IRA, another Roth IRA, or an individual annuity established as a Roth IRA under Code Section 408A. You may not rollover a distribution from a Roth IRA to an employer-sponsored plan. In general, you must make a rollover contribution no later than 60 days after the day you receive a distribution. If you do not complete a rollover within the 60-day period, you must treat the amounts not rolled over as a taxable distribution in the year the distribution occurred. However, the IRS may waive the 60-day requirement in certain situations, such as a casualty, disaster, or other event beyond your reasonable control.

**One-Rollover Limitation.** You may make only one rollover from a Roth IRA within a 12-month period. For purposes of this limitation, you must aggregate all of your IRAs (including SEPs, SIMPLE IRAs, and Roth IRAs) and treat them as one IRA. This limitation, however, does not apply to direct transfers or rollovers from IRAs to Roth IRAs.

**Income Tax and Tax Reporting.** As previously described under the "Distributions" section distributions from a Roth IRA are generally not subject to taxation upon distribution if certain conditions are met.

If you receive a taxable distribution from your Roth IRA, you are required to report the amount of to the IRS. The taxable distributions you receive are includible in gross income for the year in which the distribution is made. Depending on your circumstances, additional reporting, taxes, or penalties may be applicable. The capital gains and 10-year forward averaging special tax treatments that may apply to individuals under qualified plans are not applicable to Roth IRA distributions. You may be required to file IRS Form 8606 to report any re-characterizations of contributions or conversions, or to calculate the amount includible in gross income due to conversions or distributions in connection with a Roth IRA.

**Unrelated Business Income.** A Roth IRA may be subject to tax on unrelated business income. If a Roth IRA has \$1,000 or more unrelated trade or business gross income, you must file IRS Form 990-T and you may owe taxes on such income. Please refer to IRS Publication 598 for more information.

**Saver's Credit.** If you are 18 or older, not a full-time student, and not claimed as a dependent on another person's federal income tax return, you may be eligible for a tax credit for your Roth IRA contributions. Eligibility for the tax credit is determined based on your adjusted gross income and other requirements. The amount of the credit ranges from 0% to 50% of your Roth IRA contributions. The maximum tax credit amount is \$2,000 (or \$4,000 if married filing jointly). Please refer to the following chart for more information regarding the tax credit:

| 2023 Credit Rate         | Married, Filing Joint Return | Head of Household          | All Other Filers*          |
|--------------------------|------------------------------|----------------------------|----------------------------|
| 50% of your contribution | AGI not more than \$43,500   | AGI not more than \$32,625 | AGI not more than \$21,750 |
| 20% of your contribution | \$43,501 - \$47,500          | \$32,626 - \$35,625        | \$21,751 - \$23,750        |
| 10% of your contribution | \$47,501 - \$73,000          | \$35,626 - \$54,750        | \$23,751 - \$36,750        |
| 0% of your contribution  | More than \$73,000           | More than \$54,750         | More than \$36,750         |

\*Single, married filing separate return, or qualifying widow(er).

**Penalties.** An excise tax is imposed under Code Section 4973 on any contributions you make to a Roth IRA (including impermissible rollovers) in excess of the contribution limits for the tax year. The excise tax applies each year that the excess contribution remains in the Roth IRA. However, you may withdraw any excess contribution (plus any net income attributable to the excess contribution) by the due date for filing your federal income tax return (including extensions) for the tax year in which you made the excess contribution to avoid the excise tax. Alternatively, you can apply the excess contribution in one year to a later year if your contributions for that later year are less than the maximum contributions allowed for that year, but a penalty or additional tax may apply.

If you take a distribution from a Roth IRA before you reach age 59 1/2 (i.e., an early distribution), you may be subject to an additional 10% early withdrawal penalty on the part of the distribution that you have to include in gross income. This early withdrawal penalty is in addition to any regular income tax you owe on the distribution. However, you may not have to pay the 10% early withdrawal penalty if: (1) you have unreimbursed medical expenses that are more than 7.5% of your adjusted gross income, (2) the distribution is not more than the cost of your medical insurance due to a period of unemployment, (3) you are totally and permanently disabled, (4) you are a beneficiary of a deceased IRA owner, (5) you are receiving distributions that are a part of a series of substantially equal payments, (6) the distribution is not more than your qualified higher education expenses, (7) you use the distribution to buy, build, or rebuild a first home, (8) the distribution is due to an IRS levy of the IRA, or (9) the distribution is a qualified reservist distribution. Please consult your tax advisor regarding these exceptions and your specific situation.

If you exceed the contribution limits in a tax year or receive an early distribution from a Roth IRA, you must file IRS Form 5329 for each taxable year during which the issue exists to pay any additional taxes. However, if the issue is due to a reasonable error and you are taking action to remedy the situation, you may request that the IRS waive the additional tax or apply for an exemption. Please refer to IRS Publication 590-B for more information.

**Estate and Gift Taxes.** Generally, at your death, the total value of assets in your Roth IRA is included in your gross estate for federal estate tax purposes. However, your beneficiary may be able to claim a deduction for estate tax resulting from certain distributions from the Roth IRA. Generally, naming a beneficiary to receive distributions from your Roth IRA is not considered a gift subject to federal gift tax. Please consult your tax advisor regarding your specific situation.

**Value of Custodial Account.** Applicable regulations under Code Section 408 require that the Custodian provide you with a growth projection of the value of your Roth IRA if such a projection can reasonably be made. If a growth projection cannot reasonably be made, the Custodian is required to provide you with different information regarding your Roth IRA. (See the "Assumption Disclosure" section below.)

**Assumption Disclosure.** The assets in your Roth IRA will be invested in accordance with your (or your representative's) investment direction. However, no portion of your Roth IRA may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund. Investment performance will vary with the investments selected by you (or your representative). Growth in the value of your custodial account is neither guaranteed nor projected. Various fees and charges may apply to your Roth IRA, as described in the Agreement (including the Standard Fee Schedule) and the prospectuses (or similar disclosure documents) applicable to your Roth IRA investments. This information applies to each of the following contribution assumptions: (1) level annual contributions of \$1,000 on January 1 of each year, (2) a rollover contribution of \$1,000 on January 1 and no other contributions, or (3) a rollover contribution of \$1,000 on January 1 plus level annual contributions of \$1,000 on January 1 of each year.

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