

## Traditional IRA Mail Application

All information is required unless otherwise indicated. Failure to complete the required information could delay or prevent us from opening your account(s).

Federal law requires all financial institutions to obtain, verify, and record information identifying each person seeking to open an account with Synchrony Bank. When you make an application to open an account, we will ask for the name, address, date of birth, taxpayer identification number, and other information that will allow us to identify all applicants. We may also ask for your driver's license number and other identifying documents. If you already have an account with Synchrony Bank and wish to open additional accounts or look to add owners to an existing account, we must also obtain, verify and record the identification of those persons.

1. Please complete the following documents:

- **IRA Customer Information form**
- **Traditional IRA Application to Participate\* form**  
\*This form is not needed if you already have a Traditional IRA plan with Synchrony Bank
- Funding form(s) as applicable:
  - Rollover from another Traditional IRA - **Traditional IRA Rollover Election**
  - Rollover from a Qualified Retirement Plan (QRP) - **Traditional IRA Rollover Election\***  
\*If you want Synchrony Bank to send for the funds, also complete the Traditional IRA Direct Rollover Request
  - Current or prior year contribution - **Traditional IRA Contribution**
  - Transferring from another IRA - **Traditional IRA Transfer Request**

2. Mail your completed forms and, unless Synchrony Bank is sending for the funds on your behalf, your check(s) payable Synchrony Bank to:

Synchrony Bank  
Attn: New Accounts  
PO Box 669802  
Dallas, TX 75266-0955

Or, if by expedited courier, to:

Synchrony Bank  
Attn: Consumer Bank New Accounts  
3000 Kellway Dr., Suite 120  
Carrollton, TX 75006

3. Keep the **Traditional Individual Retirement Custodial Account** disclosure for your records. You will receive an account confirmation in the mail within 7-10 days after your application has been processed. If you have any questions, please contact our IRA Specialists at 1-866-226-5638.



## APPENDIX

### \*Type of Account Code List

Please insert these codes to designate what type of account you prefer in the Select Type of Account section.

**M** IRA Money Market

#### IRA Certificate of Deposit

**C-3** 3 months

**C-18** 18 months

**C-60** 60 months

**C-6** 6 months

**C-24** 24 months

**C-11NP** 11 months No Penalty

**C-9** 9 months

**C-36** 36 months

**C-24BU** 24 months Bump Up

**C-12** 12 months

**C-48** 48 months

### \*Occupation Code List

Please insert these codes when completing the occupation fields of this document.

**G 1** Government/Military/Civil Svc./Teacher

**P 1** Professional Services/General Office

**H 2** Homemaker

**R 2** Retired

**M 3** Manufacturing/Industrial/Trade

**S 3** Self Employed/Business Owner

**N 4** Not Employed

**S 4** Student



# TRADITIONAL IRA APPLICATION TO PARTICIPATE

Please review all information below and complete as applicable. If you have any questions regarding the information on this form, please contact our IRA Specialists toll-free at 1-866-226-5638.

## Account Holder

Name	Social Security Number	Date of Birth
Address		Phone Number
City/State/Zip		Plan Open Date

## Beneficiary Designation (Percentages need to be whole numbers and total percentage of all beneficiaries must equal 100%)

I hereby designate the following persons/entities as primary and secondary beneficiaries for this account, payable by reason of my death. (If a trust is beneficiary, a copy of the trust document must be provided.)

Designation	Full Name	Address
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Percentage:    %    DOB	Relationship:    SS#:
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Percentage:    %    DOB	Relationship:    SS#:
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Percentage:    %    DOB	Relationship:    SS#:
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Percentage:    %    DOB	Relationship:    SS#:
<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Percentage:    %    DOB	Relationship:    SS#:

## Signatures

I certify that the information provided by me is accurate and that I have received a copy of the Application, Custodial Agreement, Disclosure Statement, and Financial Disclosure (the "Documents"). I have read the Documents and agree to be bound by their terms and conditions. I understand that the designation of the tax year for my contribution and my election to treat a contribution as a rollover (if applicable) are irrevocable. I have not received any tax or legal advice from the custodian and assume sole responsibility for all tax consequences associated with my contributions and distributions, determining that I am eligible for all IRA deposits (contributions, transfers or rollovers) to this IRA, and ensuring that such deposits are in compliance with all tax laws. I will seek the advice of my tax professional when appropriate. I understand that within seven (7) days from the date I open this IRA, I may revoke it without penalty as described in the Disclosure Statement. I release the custodian and agree to hold the Custodian harmless against any and all claims and situations arising from actions taken by me.

**Spousal Consent:** For use in community/marital property states or if required by the financial organization.

- I am married. I understand that if I want to name a primary beneficiary other than my spouse, my spouse must sign below.
- I am not married. I understand that if I become married in the future, I must complete a new Designation of Beneficiary form which includes spousal consent documentation.

I am the spouse of the IRA owner listed herein. Because of the tax consequences associated with giving up interest in the IRA, I have been advised to see a legal or tax advisor. I acknowledge that I have received a fair and reasonable disclosure of the assets of my spouse deposited into the IRA as of my signature date. I hereby give or transmute to the IRA Owner my interest, whatever it may be, in the assets deposited into this IRA and consent to the beneficiary designations set forth on this application.

<input checked="" type="checkbox"/> Spouse's Signature	Date	<input checked="" type="checkbox"/> Witness Signature	Date
<input checked="" type="checkbox"/> Owner's Signature	Date	<input checked="" type="checkbox"/> Signature of Trustee/Custodian	Date



## TRADITIONAL IRA Rollover Election

Please review all information below and complete as applicable. If you have any questions regarding the information on this form, please contact our IRA Specialists toll-free at 1-866-226-5638.

### IRA Owner Information

Name	Social Security Number	Date of Birth
Address		Phone Number
City/State/Zip	Account Number	

### Source of Rollover Deposit

ROLLOVER FROM AN IRA — This deposit is a rollover of assets I received from an IRA consisting of:
 

- Regular IRA assets
- SEP-IRA assets
- SIMPLE IRA assets

 LATE ROLLOVER - IRS Form, **Certification for Late Rollover Contribution Letter**, pursuant to Revenue Procedure 2016 - 47 must be included

ROLLOVER FROM A QRP OR ANOTHER ELIGIBLE RETIREMENT PLAN (NON-IRA) — This deposit is a rollover of assets I received from a QRP, such as a pension, profit-sharing, stock bonus, 401(k), or federal thrift savings plan, or from another eligible retirement plan (non-IRA).

### Required Minimum Distributions

**NOTE:** Required minimum distributions may not be rolled over. If the amount being rolled over was distributed from the distributing plan in the previous year (outstanding rollover), the amount must be treated as if it were received in the year distributed and included in the receiving plan's previous December 31 balance for the purpose of calculating this year's required minimum distribution amount.

To help identify an outstanding rollover, please check the appropriate box:  
 The assets being rolled over were distributed  this year  last year.

Transfer \$ \_\_\_\_\_ from my existing Synchrony Bank account # \_\_\_\_\_

### Irrevocable Election

I acknowledge that I am making an irrevocable election to treat this deposit as a rollover contribution.

### Signatures

I understand that the rollover contribution must occur within 60 days (unless an exception applies) after receipt of the distribution, and that I have the responsibility to determine what part, if any, of my distribution is eligible for rollover. I certify that, to the best of my knowledge, the information provided on this form is true and correct and may be relied upon by the Trustee/Custodian. Due to the important tax consequences of this transaction, I agree to seek the advice of a legal or tax professional, as needed. The Trustee/Custodian has not provided me with any legal or tax advice, and I assume full responsibility for this transaction. I will not hold the Trustee/Custodian liable for any adverse consequences that may result from this transaction.

<b>X</b>	_____	<b>X</b>	_____
Signature of Owner	Date	Signature of Trustee/Custodian	Date



# TRADITIONAL IRA DIRECT ROLLOVER REQUEST

Please review all information below and complete as applicable. If you have any questions regarding the information on this form, please contact our IRA Specialists toll-free at 1-866-226-5638.

## IRA Owner Information

Name	Social Security Number	Date of Birth
Address	Phone Number	
City/State/Zip		

## Distributing QRP or Other Eligible Retirement Plan (Non-IRA) Information

Name of Plan	Name of Participant
Address of Plan Administrator	Phone Number of Plan Administrator
City, State, Zip	Contact Person (If applicable)

NOTE: Return a copy of this form with the distribution. Do not send the required minimum distribution amount, if applicable.

## Direct Rollover Instructions

Please send the following: (Cash Proceeds Only)  
\_\_\_ the entire balance of account #: \_\_\_\_\_  
\_\_\_ only the balance in these account(s): # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_  
\_\_\_ other (specify) \_\_\_\_\_  
Please send the assets \_\_\_ immediately \_\_\_ on (specify date): \_\_\_\_\_  
\_\_\_ Make check payable to: Synchrony Bank \_\_\_\_\_, Custodian  
Name of Receiving IRA Trustee/Custodian  
For the IRA of: \_\_\_\_\_  
Name of IRA Owner  
\_\_\_ Wire funds to: 021213591 \_\_\_\_\_  
Routing Number of Receiving IRA Trustee/Custodian  
Traditional IRA Account Number: \_\_\_\_\_  
Please include this account number with remittance.

## Receiving IRA Plan Information

Synchrony Bank – Retirement Services	<input type="checkbox"/> Trustee <input type="checkbox"/> Custodian
Name of Financial Organization	
PO Box 669802	Dallas, TX 75266-0955
Address of Financial Organization	City/State/Zip

ACCEPTANCE: By the authorized signature below, the IRA Trustee/Custodian agrees to accept the direct rollover assets and to deposit them into an IRS-approved Individual Retirement Account.

## Signatures

I authorize the plan administrator to send my eligible rollover distribution to the IRA Trustee/Custodian listed above, for credit to my IRA. I irrevocably designate the deposit as a rollover contribution. I understand that the IRA Trustee/Custodian is not responsible for determining what part, if any, of this distribution is eligible for rollover. I certify that, to the best of my knowledge, the information provided on this form is true and correct and may be relied on by the IRA Trustee/Custodian. Due to the important tax consequences of this transaction, I agree to seek the advice of a legal or tax professional, as needed. The IRA Trustee/Custodian has not provided me with any legal or tax advice, and I assume full responsibility for this transaction. I will not hold the IRA Trustee/Custodian liable for any adverse consequences that may result from this transaction.

X	_____	X	_____
Signature of IRA Owner	Date	Authorized Signature of IRA Trustee/Custodian	Date



## TRADITIONAL IRA CONTRIBUTION

Please review all information below and complete as applicable. If you have any questions regarding the information on this form, please contact our IRA Specialists toll-free at 1-866-226-5638.

### IRA Owner Information

Name	Social Security Number	Date of Birth
Address	Phone Number	
City/State/Zip		

### Deposit Information

Account Number	\$ _____	Contribution for Tax Year*:
	Amount of Deposit	Type of Deposit
<input type="checkbox"/> Transfer funds from my existing Synchrony Bank Account # _____		
*If no year is entered, the contribution will be processed as a current year contribution.		

### Signatures

I certify that, to the best of my knowledge, the information provided on this form is true and correct and may be relied upon by the Trustee/Custodian. I agree to seek the advice of a legal or tax professional, as needed. The Trustee/Custodian has not provided me with any legal or tax advice, and I assume full responsibility for this transaction. I will not hold the Trustee/Custodian liable for any adverse consequences that may result from this transaction.

<b>X</b>	_____	<b>X</b>	_____
Signature of Owner	Date	Signature of Trustee/Custodian	Date



# TRADITIONAL IRA TRANSFER REQUEST

Please review all information below and complete as applicable. If you have any questions regarding the information on this form, please contact our IRA Specialists toll-free at 1-866-226-5638.

## Present IRA Trustee/Custodian (Location of funds)

## Acceptance

Name _____ Address _____ City/State/Zip _____	By the authorized signature below, the successor (receiving) IRA Trustee/Custodian agrees to accept the transferred assets and to deposit them into an IRS-approved IRA.
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## IRA Owner Information

Name _____	Social Security Number _____	Date of Birth _____
Address _____		Phone Number _____
City/State/Zip _____	Synchrony Account Number _____	

## Transfer Authorization to Present IRA Trustee/Custodian

Please transfer the following  Traditional  SEP  Simple IRA assets: (Cash Proceeds Only)

The entire balance of Account # \_\_\_\_\_

Only the balance in these account(s): # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Only this specific dollar amount: \$ \_\_\_\_\_ From Account #: \_\_\_\_\_

Other (specify) \_\_\_\_\_

Please transfer the assets  Immediately\*  At maturity date of \_\_\_\_\_  Other: \_\_\_\_\_

\* I understand that penalties for early withdrawal may apply.

Make Check Payable To: **Synchrony Bank** \_\_\_\_\_, Custodian  
 Name of Receiving IRA Trustee/Custodian

For the IRA of: \_\_\_\_\_  
 Name of IRA Owner

Transfer Method:

Mail check to: **Synchrony Bank – Retirement Services**  
 Name of Receiving IRA Trustee/Custodian

**PO Box 669802**  
 Address

**Dallas, TX 75266-0955**  
 City/State/Zip

Wire funds to: **021213591**  
 Routing Number of Receiving IRA Trustee/Custodian

Transferee Account Number: \_\_\_\_\_  
 Please include this account number with remittance.

NOTE: Please return one copy of this form to the receiving IRA Trustee/Custodian.

## Signatures

I certify that, to the best of my knowledge, the information provided on this form is true and correct and may be relied upon by the Trustee/Custodian. The Trustee/Custodian has not provided me with any legal or tax advice, and I assume full responsibility for this transaction. I will not hold the Trustee/Custodian liable for any adverse consequences that may result from this transaction.

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
 Signature of Owner Date Signature of Trustee/Custodian Date

**Transfers may require a Signature Guarantee – Please contact the current Custodian to see if one is needed.**



**Traditional Individual Retirement Custodial Account****(Under section 408(a) of the Internal Revenue Code)****Do not file  
with the Internal  
Revenue Service**

Name of depositor	Date of birth of depositor	Account number
Address of depositor		Check if amendment <input type="checkbox"/>
Name of custodian	Address or principal place of business of custodian	

The depositor named above is establishing a traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named above has given the depositor the disclosure statement required by Regulations section 1.408-6.

The depositor has assigned the custodial account \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in cash.

The depositor and the custodian make the following agreement.

**Article I**

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

**Article II**

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

**Article III**

- 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)).
- 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 70<sup>1/2</sup>. 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 single sum or
  - 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:
- 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 70<sup>1/2</sup>. 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 70 1/2, 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 70 1/2, 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 70 1/2 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

Article VIII may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code and may not imply that they have been reviewed or pre-approved by the IRS.

Depositor's signature ..... Date .....

Custodian's signature ..... Date .....

Witness' signature ..... Date .....

(Use only if signature of the depositor or the custodian is required to be witnessed.)

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 70 1/2 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.

# Traditional Individual Retirement Custodial Account

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

**DO NOT File  
With the Internal  
Revenue Service**

## Introduction

The Depositor named on the Application to Participate is establishing a Traditional Individual Retirement Account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the Application to Participate has given the Depositor the disclosure statement required under Regulations section 1.408-6. The Depositor has assigned the custodial account the sum indicated on the Application to Participate in cash.

The Depositor and the Custodian make the following agreement:

## ARTICLE I

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

## ARTICLE II

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)(ii) 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 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 on the Application to Participate.

## ARTICLE VIII

1. **Amendments**—The Custodian has the right to amend this Custodial Agreement at any time to comply with necessary laws and regulations, without the consent of the Depositor. Such amendments may be made retroactively to comply with statutory or regulatory changes. The Custodian also has the right to amend this Custodial Agreement for any other reason. The Depositor is deemed to have automatically consented to any amendment unless the Depositor notifies the Custodian, in writing, that the Depositor does not consent to the amendment within 30 days after the Custodian mails a copy of the amendment to the Depositor.

2. **Responsibilities**—The Custodian shall receive all contributions, shall make distributions and pay benefits from the custodial account, shall file such statements or reports as may be required, and do other things as may be required of a Traditional IRA custodian. If applicable, and unless otherwise specified by the Depositor, his spouse, or his beneficiaries, the Custodian, at its sole discretion, from time to time, shall cast any votes that may be attributable to the Depositor's interest under this agreement. The Custodian shall use reasonable care, skill, prudence, and diligence in the administration and investment of the custodial account and in executing any written instructions by the Depositor, and shall be entitled to rely on information submitted by the Depositor. The Custodian shall have no duties under this agreement and no responsibility for the administration of the custodial account, except for such duties imposed by law or this agreement. The Custodian is authorized to invest all or part of the plan's assets in deposits of the financial organization acting as Custodian of this Traditional IRA. The Custodian has no responsibility or duty to determine whether contributions to, or distributions from, this IRA comply with the laws or regulations, or this Custodial Agreement. The Custodian is not responsible for timely paying the required minimum distribution. If the Custodian fails to enforce any of the provisions of this Agreement, such failure shall not be construed as a waiver of such provisions, or of the Custodian's right thereafter to enforce each and every such provision.

3. **Beneficiaries**—Depositor may designate one or more persons or entities as beneficiary of Depositor's IRA. This designation can only be made on a form provided by or acceptable to Custodian, and it will only be effective when it is received by Custodian during Depositor's lifetime. Each beneficiary designation Depositor files with Custodian will cancel all previous beneficiary designations. If Depositor has designated both primary and contingent beneficiaries and no primary beneficiary survives Depositor, the contingent beneficiaries who survive Depositor will receive the designated share of Depositor's IRA. If Depositor does not designate a beneficiary or if all of the primary and contingent beneficiaries predecease Depositor, the beneficiary of the Depositor's IRA will be: (a) the deceased Depositor's spouse, if any, provided such spouse survives Depositor; or, if such spouse does not survive Depositor, then (b) the deceased Depositor's estate. A spouse beneficiary will have all rights as granted under the Code or applicable regulations to treat the IRA as his or her own. We may allow, if permitted by state law, an original IRA beneficiary (the beneficiary who is entitled to receive distributions from an inherited IRA at the time of Depositor's death) to name successor beneficiaries for the inherited IRA. This designation can only be made on a form provided by or acceptable to Custodian, and it will only be effective when it is received by Custodian during the original IRA beneficiary's lifetime. Each beneficiary designation form that the original IRA beneficiary files with Custodian will cancel all previous designations. If the original IRA beneficiary does not designate a successor beneficiary, the successor beneficiary will be: (a) the deceased original IRA beneficiary's spouse, if any, provided such spouse survives the original IRA beneficiary; or, if such spouse does not survive the original IRA beneficiary, then (b) the deceased original IRA beneficiary's estate. In no event will the successor beneficiary be able to extend the distribution period beyond that required for the original IRA beneficiary.

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

5. **Resignation, Removal and Appointment of Custodian**—The Custodian may resign at any time by giving 30 days prior written notice of such resignation to the Depositor. The Depositor shall fill any vacancy in the office of Custodian. If, after 30 days from notice of resignation, the Depositor does not notify the Custodian, in writing, of the appointment of a successor Custodian of the Traditional IRA, the resigning Custodian has the right to appoint a successor Custodian of the IRA or, at its sole discretion, the resigning Custodian may transfer the Traditional IRA to a successor Custodian or distribute the Traditional IRA assets to the Depositor. The Custodian is authorized to reserve such funds it deems necessary to cover any fees or charges against the Traditional IRA.

6. **Applicable Law**—This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of the Custodian's domicile shall govern.

7. **Severability**—If any part of this Agreement is held to be unenforceable or invalid, the remaining parts shall not be affected. The remaining parts shall be enforceable and valid as if any unenforceable or invalid parts were not contained herein.

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## 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.

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## Congratulations

By establishing a Traditional IRA, you have taken an important step toward saving taxes and building a more secure future for your retirement. The earnings and/or investment gain accumulate tax-deferred until distributed. This means you pay no federal income tax on your Traditional IRA earnings and/or investment gain until you withdraw your funds.

This booklet, containing your Traditional IRA Custodial Agreement and Disclosure Statement, is yours to keep. Please read it over carefully to understand the rules relating to your Traditional IRA.

Thank you for allowing us to maintain your Traditional IRA. We're here to help you in any way we can. If you have any questions, or if we can assist you on any other matter, please let us know.

## Application to Participate

This Traditional IRA booklet contains two copies of the Application to Participate (printed on carbonless paper). The top copy is perforated, and after completion, is removed for the organization's files. The duplicate copy remains as a permanent part of this booklet for your records.

The Application is used to record all of the participant information necessary to establish the Traditional IRA. It is important that all of the information be completed.

## Traditional Individual Retirement Custodial Account Agreement

This is the legal document that defines the Internal Revenue Service's rules and regulations for Traditional IRAs. The Custodial Agreement, together with a fully completed Application to Participate, establishes your Traditional IRA with our organization.

## Disclosure Statement

The Disclosure Statement is a nontechnical description of the rules governing this Traditional IRA. It is easy to understand, because it's written in layman's language. Explanations are separated by headings that help you locate specific rules about your Traditional IRA.

# Traditional Individual Retirement Custodial Account Disclosure Statement

## Introduction

This disclosure statement describes the statutory and regulatory provisions applicable to the operation and tax treatment of your Traditional Individual Retirement Account (Traditional IRA). It is intended to provide you with a clear explanation of the rules governing your Traditional IRA. Please review the disclosure carefully.

Because of the complexity of the rules, particularly those relating to eligibility, active participation, contributions, adjusted gross income, rollovers, correction of contributions, required minimum distributions, possible tax implications, and other matters, you should consult with your own tax advisor if you have any questions about this material. Additional information concerning Traditional IRAs can be obtained from any district office of the Internal Revenue Service (IRS) and IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)* and Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*.

## Revocation of Account

**Procedure.** IRS regulations require that this disclosure statement be given to you at least seven days before the account is established, or on the date the account is established if you may revoke the account within at least seven days after it is established. The Traditional IRA described in this statement provides for delivery of the required disclosure statement at the time the Traditional IRA is established. Accordingly, you are entitled to revoke your Traditional IRA for any reason within seven days after the date it is established. Such revocation may be made only by written notice mailed or delivered to the person and the Financial Institution at the address indicated in the Revocation box on your Application to Participate. If mailed, your revocation notice shall be deemed mailed on the date of the postmark if deposited in the mail in the United States in an envelope or other appropriate wrapper with first-class postage prepaid. If sent by registered or certified mail, the date of registration or certification will be the date on which it is deemed mailed. Upon revocation within the seven-day period, you are entitled to a return of the entire amount paid into your Traditional IRA without adjustment for administrative expenses, penalties, commissions or fluctuations in market value.

If you have any questions concerning a revocation of your Traditional IRA, please call the Custodian's contact person at the phone number indicated on your Application to Participate.

## Qualifications

**The Traditional IRA.** A custodial Traditional IRA is a custodial account organized in the United States that allows certain eligible individuals to accumulate funds for retirement under favorable tax conditions. If your Traditional IRA is qualified under the Internal Revenue Code, contributions to it may be deductible from your gross income, and your Traditional IRA (including earnings) is exempt from taxation until distribution occurs, unless it ceases to be a Traditional IRA because you or your beneficiary engage in a prohibited transaction.

**Qualified Custodial Account.** This Individual Retirement Custodial Account uses the precise language of Form 5305-A provided by the IRS (including any additional language permitted by such form) and is treated as approved. IRS approval represents a determination as to form and not to the merits thereof.

**Eligibility.** Any individual who has compensation, defined to include salaries, wages, taxable alimony, professional fees, self-employment income, any amount included in gross income and paid to the individual in the pursuit of graduate or postdoctoral study, and other income for personal services included in gross income, may contribute to a Traditional IRA under this plan. This includes an individual who is a participant in an employer's retirement plan or a government pension plan. Income from property, such as dividends, interest, or rent, does not qualify as compensation under the plan. U.S. military personnel whose taxable compensation is reduced because of pay exclusions for combat service may use such excluded pay for the purpose of making a Traditional IRA contribution.

## Deductible Contributions

All contributions (other than certain rollover or recharacterization contributions) must be made in cash and are subject to the following limitations:

**Regular.** Contributions to a Traditional IRA (except for rollovers, recharacterizations, or employer contributions under a simplified employee pension) may not exceed the amount of compensation includible in gross income for the tax year or the applicable dollar amount (defined below), whichever is less. If neither you nor your spouse is an active participant in an employer plan, you may make a contribution up to this limit and take a deduction for the entire amount contributed. If you or your spouse is an active participant and your adjusted gross income (AGI) is below a certain level, you may also make a contribution and take a deduction for the entire amount contributed. However, if you or your spouse is an active participant and your AGI is above a certain level, the dollar limit of the deductible contribution you make to your Traditional IRA may be reduced or eliminated.

You do not have to file an itemized federal tax return to take a Traditional IRA deduction.

Contributions for a year may be made during such year, or by the tax return filing date for such year (not including extensions) if irrevocably designated for such year, in writing when such contribution is made.

If you and your spouse each receive compensation during the year and are otherwise eligible, each of you may establish your own Traditional IRA. The contribution limits apply separately to the compensation of each of you, without regard to the community property laws of your state, if any.

**Applicable Dollar Amount.** The applicable dollar amount is higher if you are at least age 50 on December 31 of the year for which you are contributing. The applicable dollar amounts are subject to cost-of-living adjustments. For 2023, the applicable dollar amounts are \$6,500 if under age 50 and \$7,500 if age 50 or older. Beginning in 2024, the \$1,000 catch-up limit if age 50 or older is indexed for inflation.

**Spousal.** You may make spousal Traditional IRA contributions for a year, if: 1) your spouse has compensation that is includible in gross income for such year; 2) you have less compensation than your spouse for such year; and 3) you file a joint federal income tax return for such year.

If you are the higher compensated spouse, your contribution must be made in accordance with the regular contribution rules above. If you are the lower compensated spouse, your contribution may not exceed the lesser of the applicable dollar amount (defined earlier) or 100% of the combined compensation of you and your spouse, reduced by the amount of your spouse's IRA contribution.

Contributions for your spouse must be made to a separate IRA established by your spouse. Your spouse becomes subject to all of the privileges, rules, and restrictions generally applicable to IRAs.

**Active Participant.** If you are not self-employed, your Form W-2 should indicate your participation status. If you have questions about your participation status, see your employer or your tax advisor. You are an active participant for a year if you are covered by a retirement plan such as a profit sharing plan, money purchase plan, defined benefit plan, certain government plans, a salary-reduction arrangement (such as a SIMPLE plan, a 403(b) plan or a 401(k) plan), a simplified employee pension (SEP), or a plan that promises you a retirement benefit based on the number of years of service you have with the employer.

You are covered by a retirement plan for a year if your employer or union has a retirement plan under which money is added to your account, or you are eligible to earn retirement credits, even if you are not yet vested in your retirement plan. Also, if you make required contributions or voluntary contributions to an employer-sponsored retirement plan, you are an active participant. In certain plans, you may be an active participant even if you were with the employer for only part of the year.

Generally, your Traditional IRA deduction will be subject to limitations for a year if either you or your spouse is an active participant in a retirement plan. However, if you are married, but do not live with your spouse at any time during the year, and you are not filing a joint federal income tax return, you will be treated as a "single" individual for purposes of determining the deductibility of your Traditional IRA contribution.

You are not considered an active participant if you participate in a plan only because of your service as: 1) an Armed Forces Reservist, for less than 90 days of active service; or 2) a volunteer firefighter covered by a government plan for firefighting service, if the accrued benefit at the beginning of the tax year is not more than an annual benefit of \$1,800. Of course, if you are covered in any other plan, these exceptions do not apply.

**Adjusted Gross Income (AGI).** If you are an active participant or are married to an active participant, the amount of your AGI for the year (if you and your spouse file a joint tax return, your combined AGI) will be used to determine if you can make a deductible Traditional IRA contribution. The instructions for your tax return will show you how to calculate your AGI for this purpose. If you are at or below a certain AGI level, called the Threshold Level, you can make a deductible contribution under the same rules as a person who is not an active participant. This AGI level may change each year, due to cost-of-living adjustments. The instructions for your tax return will provide the AGI level in effect for that year.

For 2023, for example, if you are single, or treated as being single, your AGI Threshold Level is \$73,000. If you are married and file a joint tax return, your AGI Threshold Level is \$116,000. If you are not an active participant, but you file a joint tax return with your spouse who is an active participant, your AGI Threshold Level is \$218,000. If you are married, file a separate tax return, and live with your spouse for any part of the year, your AGI Threshold Level is \$0.

If your AGI is less than \$10,000\* above your AGI Threshold Level, you will still be able to make a deductible contribution, but it will be limited in amount. The amount by which your AGI exceeds your AGI Threshold Level (AGI minus AGI Threshold Level) is called your Excess AGI. You may determine your Deduction Limit by using the following formula:

$$\begin{array}{rclcl} \$10,000* - \text{Excess AGI} & \times & \text{Applicable} & = & \text{Deduction} \\ \$10,000* & & \text{Dollar Amount} & & \text{Limit} \end{array}$$

Round the result up to the next higher multiple of \$10 (the next higher whole dollar amount that ends in zero). If the final result is below \$200, but above zero, your Deduction Limit is \$200. Your Deduction Limit cannot exceed 100% of your compensation.

\* \$20,000 if you are an active participant who is married, filing jointly.

**Simplified Employee Pension (SEP).** An employer who establishes a SEP plan will provide each employee with information about eligibility, contributions, and related matters.

**Employer-Union.** Under section 408(c) of the Internal Revenue Code, to the extent that a union or an employer pays any amount to your Traditional IRA (other than a SEP contribution) such payment constitutes taxable income to you. This amount, however, is deductible from gross income as an amount paid to your Traditional IRA provided that this amount does not exceed the limitations of Regular or Spousal Traditional IRA contributions and provided the deduction is not lost or limited because of active participation in a retirement plan.

#### **Nondeductible Contributions**

**Eligibility.** Even if your deduction limit is less than the applicable dollar amount, you may still contribute using the rules in the "Deductible Contributions" section above. The portion of your Traditional IRA contribution that is not deductible will be a nondeductible contribution. You may choose to make a nondeductible Traditional IRA contribution even if you could have deducted part or all of the contribution. Generally, interest or other earnings on your Traditional IRA contribution, whether from deductible or nondeductible contributions, will not be taxed until distributed from your Traditional IRA.

**Reporting.** If you make a nondeductible contribution to your Traditional IRA, you must report the amount of the nondeductible contribution to the IRS as a part of your tax return for the year. Form 8606 is used for this purpose. You do not have to designate to the Custodian of your Traditional IRA whether your contribution is deductible. Failure to file Form 8606, if required, will result in a \$50 penalty for each failure.

**Tax Credits for Traditional IRA Contributions.** If you are age 18 or over, and you are not a full-time student or claimed as a dependent on another taxpayer's return, you may be eligible for a nonrefundable tax credit for a Traditional IRA contribution. The credit, which ranges from 10% to 50% of the Traditional IRA contribution (up to \$2,000), is based on your AGI and tax-filing status. Beginning in 2027, the tax credit is replaced by a Saver's Match that must be directly deposited into your Traditional IRA. The match is 50% of your IRA contribution up to \$2,000 and is based on your AGI and tax-filing status.

**Recharacterization of Contributions.** Generally, if you make a contribution to a Traditional IRA or to a Roth IRA, you may transfer (recharacterize) the contribution plus net income attributable to a Roth IRA or to a Traditional IRA by the applicable date (generally October 15 of the year following the year for which the contribution was made). Such a contribution is treated as though it were made to the receiving plan, and not the original plan.

#### **Rollover Contributions**

**Introduction.** You may be able to roll over a distribution from a workplace retirement plan (WRP), such as a pension plan, profit sharing plan, 401(k) plan, 403(b) plan, the federal thrift savings plan, or a governmental 457 plan, or a Traditional IRA or retirement bond, by depositing the amount within 60 days of receipt of the distribution (unless an exception applies) in another eligible retirement plan, including a Traditional IRA.

However, a tax deduction is not allowed for the amount of a rollover contribution to a Traditional IRA. The designation of a contribution as a rollover contribution is irrevocable. Since penalties may apply if ineligible amounts are rolled over, you should consult with a tax advisor if you have any questions.

**WRP-to-Traditional IRA Rollovers.** Generally, any distribution you are eligible to receive from a WRP (other than a Roth 401(k) or a Roth 403(b)) is an eligible rollover distribution unless it is: (1) a distribution paid in a series of payments over life expectancy, or for a specified period of ten years or more, (2) a required minimum distribution, (3) a hardship distribution, or (4) a death distribution from a decedent other than your spouse. However, if you are a nonspouse beneficiary of a WRP (other than a Roth 401(k) or a Roth 403(b)), you may directly roll over inherited WRP funds to a beneficiary Traditional IRA.

If you are scheduled to receive an eligible rollover distribution over \$200, your employer must allow you to have the assets rolled over directly from the distributing plan to the receiving Traditional IRA or other eligible plan. If you do not choose to have your assets directly rolled over to a Traditional IRA or other eligible plan in this manner, the assets will be paid to you, subject to mandatory federal income tax withholding of 20%. You may then roll over the rollover-eligible amount distributed (including an amount equal to the federal income tax withheld) within 60 days of the date the distribution is received (unless an exception applies).

If you are the surviving spouse of a WRP participant and you receive a distribution of your spouse's assets in a WRP as a result of your spouse's death, or if you are the spouse or former spouse of a WRP participant, and you receive a distribution as a result of a Qualified Domestic Relations Order (QDRO), you may roll over those assets to a Traditional IRA following the same rules that would apply to your spouse or former spouse. The administrator of the WRP is required to provide you with a notice regarding rollover treatment.

**Traditional IRA-to-WRP Rollovers.** You may withdraw all or any portion of the assets from one Traditional IRA (including this one) and roll over all or any part of the taxable amount of these assets to a WRP that accepts such rollovers. Amounts properly rolled over are not taxed until distributed from the WRP. Any part of the distribution retained by you that represents previously untaxed amounts is subject to ordinary income tax. If you are under age 59½, the amount includible in income will be subject to the early distribution penalty tax of 10 percent.

**Traditional IRA-to-Traditional IRA Rollovers.** You may withdraw all or any portion of the assets from one Traditional IRA (including this one) and roll over all or any part of these assets to a Traditional IRA. If the withdrawal includes property (anything other than cash), the property may not be converted to cash for rollover purposes. The actual property received may generally be rolled over. Any part of the distribution retained by you that represents deductible contributions or earnings is subject to ordinary income tax. Amounts properly rolled over are not taxed until distributed from the rollover Traditional IRA. If you are under age 59½, the amount includible in income will be subject to the early distribution penalty tax of 10%. You may roll over only one Traditional, Roth, SEP, or SIMPLE IRA distribution within any one-year period.

**Rollovers After Age 73 or 75.** If you attained age 73 (increases to age 75 in 2033) in the current year or any prior year, and you are rolling over funds, you may not roll over your required minimum distribution for the year. It will be considered an excess contribution in the receiving plan if it is rolled over. The first amounts distributed in a year for which you are required to take a distribution are considered your required minimum distributions until you have received all of your required minimum distributions for the year.

#### **Transfers**

**Traditional IRA-to-Traditional IRA Transfers.** You may transfer all or any portion of the assets from one Traditional IRA (including this one) to another Traditional IRA.

**Transfer Incident to Divorce.** As part of a divorce decree, property settlement, or agreement of legal separation, all or a portion of an individual's Traditional IRA may be awarded to a spouse or former spouse. The portion awarded to the receiving spouse will be treated as a Traditional IRA for such spouse.

#### **Investment**

**Investment of Contributions.** Contributions to this Traditional IRA are held in a custodial account for your exclusive benefit, or that of your surviving spouse or your beneficiaries who may include your estate, your dependents, or any other persons or entities you may designate, in writing, to the Custodian. Your interest in the account is fully vested and nonforfeitable. The funds in this plan shall be invested in savings accounts, certificates of deposit, and any other investments that are, or may become, legal for the Custodian to make available for investment. The assets of the custodial account may not be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5) of the Internal Revenue Code). At no time may any portion of the funds be invested in life insurance contracts or collectibles. The prohibition against investment in collectibles does not apply to certain gold, silver, and platinum coins minted by the government of the United States or any state thereof and to certain gold, silver, platinum, and palladium bullion.

#### **Correction of Contributions**

You may withdraw a Traditional IRA contribution by the applicable date (generally October 15 of the year following the year for which the contribution was made). To do this, you must also withdraw the net income attributable to the contribution and include the net income attributable as income for the year in which the contribution was made.

#### **Required Distributions**

**Distribution Calendar Year (DCY).** You must begin to receive required minimum distributions (RMDs) for the year in which you reach age 73 (age 72 prior to 2023 and increases to age 75 in 2033). The RMD for your first DCY must be paid by April 1 of the year after your first DCY. This date is known as the required beginning date (RBD). Distributions for years after your first DCY must be taken by December 31 of each year. This includes the distribution for the second year, the year in which the RBD occurs.

If the distribution for your first DCY is delayed until the second year (not later than April 1), you will be taxed on two distributions in the second year occurs. If the distribution for your first DCY is delayed until the second year (not later than April 1), you will be taxed on two distributions in the second year.

**Required Minimum Distribution Calculation.** In general, your RMD is determined by dividing your Traditional IRA balance by the applicable distribution period. At any time, you may take more than your RMD.

The balance used in the RMD calculation is generally determined as of December 31 of the year before the year for which the distribution is being made. For example, the balance used to calculate a 2023 RMD is the December 31, 2022 balance. If a rollover or transfer is outstanding on the prior December 31, it will need to be added to the December 31 prior-year balance.

In most cases, to determine the applicable distribution period for the year, simply look up your age attained on your birthday in the year for which the distribution is being determined on the Uniform Lifetime Table and find the corresponding distribution period. Then divide your Traditional IRA balance by this number. However, if your spouse is your sole primary beneficiary during the entire distribution calendar year, and your spouse is more than ten years younger than you, instead of using the Uniform Lifetime Table, you may use the recalculated joint life expectancy of you and your spouse to calculate your RMD.

Each year you must satisfy the RMD for every Traditional IRA that you maintain. However, you may determine the amount of your RMD for each Traditional IRA and then withdraw that RMD total from any one or more Traditional IRAs you maintain. You should inform the Custodian in writing if you do not want to receive an RMD from this Traditional IRA for any given year.

### Death Benefit Options

Any beneficiary withdrawing funds from your Traditional IRA should first seek the advice of his own tax advisor as to the tax consequences of each option available. Starting with deaths after 2019, the options available to your beneficiary depend on whether your beneficiary is not a designated beneficiary (generally, not an individual), a designated beneficiary (generally, an individual who is not an eligible designated beneficiary), or an eligible designated beneficiary (generally, your surviving spouse, your minor child, a disabled individual, a chronically ill individual, or an individual who is not more than ten years younger than you) and whether you die before your required beginning date (RBD) or on or after your RBD.

**Not a Designated Beneficiary.** If you die before your required beginning date, your beneficiary must receive the entire balance in the account by December 31 of the fifth year following the year of your death. If you die on or after your required beginning date, your beneficiary must receive a death distribution each year until the Traditional IRA is depleted, using a single life expectancy factor that is determined using your attained age on your birthday in the year of your death, and reduced by one each year thereafter.

**Designated Beneficiary Who is not an Eligible Designated Beneficiary.** Your beneficiary must receive the entire balance in the account by December 31 of the tenth year following the year of your death, subject to annual required minimum distributions (RMDs) if you die on or after your RBD.

**Eligible Designated Beneficiary.** Your beneficiary may choose 1) to receive the entire balance in the account by December 31 of the tenth year following the year of your death (this is an option only if you die before your RBD), or 2) to have the remaining funds distributed in accordance with the life-expectancy rule. If the eligible designated beneficiary is your surviving spouse, his single life expectancy is based on his attained age in the year for which the distribution is being paid. The distributions to your surviving spouse must begin by the end of the year you would have attained age 73 (increases to age 75 in 2033), or December 31 of the year following the year of your death, whichever is later. If the eligible designated beneficiary is an individual who is not your surviving spouse, the eligible designated beneficiary's single life expectancy is based on his attained age in the year following the year of your death and then reduced by one for each subsequent year thereafter. If you die on or after your RBD, single life expectancy distributions are based on the longer of you or your beneficiary's life expectancy. The distributions must begin by December 31 of the year following the year of your death. If the eligible designated beneficiary is your minor child, he may continue to receive the single life expectancy distributions until age 21, then he must receive the entire balance in the account by December 31 of the tenth year following the year he reaches age 21.

**Additional Options Available to the Surviving Spouse.** In addition to the options available above, your surviving spouse beneficiary may elect to treat his or her interest in your Traditional IRA as his or her own Traditional IRA. The result of such an election is that the surviving spouse will then be considered the Traditional IRA owner. The election may be made by your surviving spouse redesignating the Traditional IRA in his or her own name as the Traditional IRA owner, rather than the beneficiary. The election will be deemed to have been made if either of the following occurs: 1) your surviving spouse does not receive a required death distribution in any calendar year following the year of your death, or 2) any additional amounts are contributed to the account by your surviving spouse.

### Tax Treatment of Distributions

**Federal Income Tax.** Generally, distributions from a Traditional IRA are taxable to the recipient at ordinary income tax rates. However, if this Traditional IRA, or any other IRA other than a Roth IRA, contains previously taxed funds, such as nondeductible contributions or a rollover of after-tax funds from a WRP, most distributions from your Traditional IRA will consist of a nontaxable portion (e.g., return of nondeductible contributions) and a taxable portion (e.g., return of deductible contributions, if any, and account earnings).

If you convert a Traditional IRA distribution to a Roth IRA, the taxable portion of the Traditional IRA distribution is included in your income for the year in which the Traditional IRA distribution is received, but the amount is not subject to the IRS 10% early distribution penalty.

**Qualified Charitable Distributions.** If you are age 70½ or older, you can make a qualified charitable distribution (QCD) of otherwise taxable assets directly from your Traditional IRA (not an ongoing SEP IRA) to a qualified charity. This special distribution rule allows you to donate up to \$100,000 (subject to cost-of-living adjustments) annually to charitable organizations completely tax-free. A QCD can be used to satisfy your required minimum distribution for the year. The maximum permitted QCD for a year is reduced by the amount of any deductible Traditional IRA contributions made by the individual for all taxable years the individual is age 70½ or older, less any such reductions for years prior to the current year.

**Reporting.** If you receive a distribution from your Traditional IRA that includes a nontaxable portion, you must file Form 8606 with your tax return to determine the nontaxable portion of your distribution. Failure to file Form 8606, if required, will result in a nondeductible penalty of \$50 for each failure.

**Federal Income Tax Withholding.** Amounts distributed from a Traditional IRA are subject to federal income tax withholding unless you or your beneficiary elect in writing not to have tax withholding apply. Once the election is made, it applies to all future distributions until all of the funds are distributed from the Traditional IRA, or until the election is revoked or a new election is filed with the Custodian. The amount to be withheld from a distribution is determined without regard to whether all or a portion of the distribution represents the return of nondeductible contributions.

**Federal Estate and Gift Tax.** The full value of your Traditional IRA is includible in your estate for federal estate tax purposes. Exercise of an option whereby an annuity or other payment becomes payable to any beneficiary is not considered a transfer for federal gift tax purposes.

### Transactions Subject to Excise Taxes/Disqualification

**Early Distribution Tax.** Generally, the taxable portion of funds withdrawn from your Traditional IRA prior to the date you attain age 59½ are subject to the IRS 10% early distribution penalty tax. Exceptions to this penalty tax include: rollovers; returns of certain contributions; payments on account of your death; certain disability payments; a permissible series of systematic distributions over your single or joint life expectancy; distributions that do not exceed the amount of medical expenses that would be deductible as an itemized federal income tax deduction for the year; distributions that do not exceed the amount you paid, during the year of the distribution, for health insurance for yourself, your spouse, or your dependents, if you have received unemployment compensation for 12 consecutive weeks in the year of the distribution or the immediately preceding year (after you have been employed for at least 60 days after the separation from employment that entitled you to receive such unemployment compensation); a distribution (up to a lifetime limit of \$10,000) used to acquire a principal residence for you, your spouse, or any child, grandchild, or ancestor of you or your spouse, if such home buyer had no ownership interest in a principal residence during the two-year period prior to such home purchase; distributions that do not exceed your higher education expenses for the year for education provided to you, your spouse, or any child or grandchild of you or your spouse; a distribution to satisfy an IRS levy; qualified reservist distributions (QRDs) (to qualify, you must have been a member of the military reserves called to active duty after September 11, 2001 for more than 179 days, or for an indefinite period and you must take the distribution while on active duty. You also may redeposit a QRD within two years after the end of your active duty); qualified birth or adoption distributions (QBAD) (up to \$5,000 per birth or adoption. You may also roll over a QBAD within three years); qualified disaster recovery distributions (QDRDs) taken by affected individuals during a federally declared disaster incident period, up to a limit of \$22,000 per disaster (the income from the distribution can be spread evenly over three years or, alternatively, you can elect to include all the income in the year of withdrawal, and some or all of the distribution can be repaid (rolled over) within three years); and distributions taken if you are terminally ill (you must be certified by a physician as having an illness or physical condition which can be reasonably expected to result in death in 84 months or less and these distributions can be repaid (rolled over) within three years).

Beginning in 2024, exceptions to the penalty tax also include: distributions made to an individual during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner (limited to the lesser of \$10,000, indexed for inflation, or 50% of the account balance); and emergency personal expense distributions (EPEDs) for unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses (only one EPED is permissible per year of up to \$1,000, and an EPED may be repaid (rolled over) within three years. No further emergency distributions are permissible during the three-year repayment period unless repayment occurs.).

**Prohibited Transactions.** The plan prohibits you, your spouse, or beneficiaries from engaging in a prohibited transaction (within the meaning of the Internal Revenue Code section 4975) with respect to the Traditional IRA. In addition, the Custodian or any other disqualified party may not engage in a prohibited transaction with respect to the Traditional IRA. If such a transaction is engaged in, the Traditional IRA will cease to be qualified, and will lose its exemption from taxation. The full Traditional IRA balance will be treated as having been distributed to you, subject to the income and penalty taxes discussed above.

**Penalty for Using Plan Assets as Security for Loans.** If you use all or any portion of your interest in the Traditional IRA as security for a loan, the portion of the Traditional IRA so used will be treated as if it were distributed to you, subject to the income and penalty taxes discussed above. As a result, this Traditional IRA specifically prohibits pledging the Traditional IRA assets as security for a loan.

**Penalty for Borrowing Traditional IRA Assets.** If you borrow money from your Traditional IRA, it will cease to be a Traditional IRA as of the first day of the tax year in which the loan was made. Disqualification of the account triggers a constructive distribution to you equal to the fair market value of all of the assets of the account as of the first day of such tax year and will be subject to the income and penalty taxes discussed above.

**Penalty for Excess Contributions.** An "excess contribution" is a Traditional IRA contribution that exceeds the maximum amount allowed to be contributed to a Traditional IRA for that tax year. An IRS penalty tax equal to 6% of the amount of the excess contribution is imposed on an excess contribution as of the close of any tax year. The penalty may be avoided if you withdraw the excess contribution from your Traditional IRA before the applicable date (generally October 15 of the year following the year for which the contribution was made). The net income attributable to the excess contribution must also be withdrawn and included in your gross income for the year in which the excess contribution was made. Withdrawals of an excess contribution after the applicable date will not avoid imposition of the 6% penalty for previous years, but will avoid that penalty for the current and future years. When such a delayed withdrawal of an excess contribution is made, if you have not reached age 59½ and are not disabled, and either the aggregate contributions for the tax year for which the excess contribution was made exceeded the applicable dollar limit in effect for the year of the contribution, or a deduction was allowed for the amount withdrawn, that amount will be includible in taxable income and will be subject to the IRS early distribution penalty tax of 10%. If an excess contribution is attributable to a rollover made because of erroneous tax information supplied by an employer, upon which you reasonably relied, such excess may be removed after the applicable date, without being subject to income tax and without incurring the 10% penalty even though the applicable dollar limit for the year was exceeded. If not withdrawn, the excess contribution may be applied against the permissible contribution limit in a subsequent year.

**Penalty for Excess Accumulations.** If the "required minimum distributions" described in the sections titled "Required Distributions" or "Death Benefit Options" do not occur within the time required by law, a penalty tax may be incurred equal to, generally, 25% of the difference between the amount required to be distributed and the amount actually distributed each year. The Secretary of the Treasury may waive the penalty if the inadequate distribution is due to reasonable error and reasonable steps are being taken to correct the situation.

**Taxpayer Reporting for Excise Tax/Disqualification.** If a transaction has occurred for which a penalty tax is imposed, such as an excess contribution or an excess accumulation, you may be required by the Internal Revenue Service to attach Form 5329 to your federal income tax return.

#### **Financial Disclosure**

**Projection of Future Balance.** The balance in an individual retirement account increases as a direct result of both the level of contribution and the investment return.

The tables on the next page provide a projection of the amount of money that would be available for withdrawal from your Traditional IRA if a projection can be reasonably made. *These amounts are projections only and do not necessarily reflect the amounts that you could withdraw in all events at the end of each year. The rate of interest payable on the investments is subject to change for the duration of the Traditional IRA and cannot be guaranteed at a constant rate.*

**Time Deposit Account.** If your contributions are invested in a fixed-term time deposit account, early withdrawal penalties could be imposed if your funds were withdrawn prior to the maturity of the account. The penalties would affect the amount of money that would be available if your funds were withdrawn from your Traditional IRA. The tables on the next page project the accumulated balance without penalty as well as the amount of money that would be available if a 1-, 3-, or 6-month early withdrawal penalty were imposed on the entire amount withdrawn. The penalty may vary on the term of the account and the early withdrawal policy in effect at the time the account is established or renewed. You will be provided with the rules for each time deposit account in which your Traditional IRA funds are invested.

**Variable Rate Account.** If your Traditional IRA funds are invested in a variable rate account in which the rate of return is frequently adjusted, the projected value of your Traditional IRA in future years cannot be reasonably made. The growth in the value of your Traditional IRA is neither guaranteed nor projected. You will receive the appropriate rules for the account which state the method for computing and allocating account earnings, a description of each type of charge, and the amount thereof, that may be made against the account, and the method used in computing the penalties.

**Custodial Fees.** The Custodian may charge reasonable fees for administering the Custodial Account, preparing reports, keeping records, and other services. Such fees may include, but are not limited to, opening fees, administration fees, transaction fees, transfer fees, closing fees, and investment commissions. The Custodian may also charge the Custodial Account the reasonable costs of fiduciary insurance, counsel fees, and reasonable compensation for its services as Custodian. Such fees, if any, may be: 1) charged directly to and deducted from the Custodial Account, and would reduce the account value of this Traditional IRA, or 2) billed directly to you. If the Custodian has a fee policy at the time this Traditional IRA is established, the Custodian will provide a separate fee schedule to you. The Custodian will give you at least 30 days prior notice before imposing a new fee or changing an existing fee.

If the fee will be deducted from the Custodial Account, either Method 2 on the next page will be completed or a separate financial projection will be attached and made part of this Disclosure Statement. Method 1, on the next page, assumes that either there is no custodial fee, or custodial fees are billed directly to you.



# Projection of Future Balance (Use Method 1 or Method 2)

## Method 1

### Regular Traditional IRA Projection

This table has been prepared assuming that you will make level annual contributions of \$1,000 on the first day of each year, with an annual percentage yield of 0.1%. For example, if you attain age 40 in the year you start making contributions to your Traditional IRA, you will have been in the plan 21 years at the end of the year in which you attain age 60, 26 years at age 65, and 31 years at age 70. Using the assumptions stated above, you can read across the table and see that your account value without penalty would be \$21,232.55 at age 60, \$26,353.94 at age 65, and \$31,501.00 at age 70.

#### Account Values

Number of Years	No Penalty	1-Month Penalty	3-Month Penalty	6-Month Penalty
1	\$1,001.00	\$1,000.92	\$1,000.75	\$1,000.50
2	\$2,003.00	\$2,002.83	\$2,002.50	\$2,002.00
3	\$3,006.00	\$3,005.75	\$3,005.25	\$3,004.50
4	\$4,010.01	\$4,009.68	\$4,009.01	\$4,008.01
5	\$5,015.02	\$5,014.60	\$5,013.77	\$5,012.52
6	\$6,021.04	\$6,020.53	\$6,019.53	\$6,018.03
7	\$7,028.06	\$7,027.47	\$7,026.30	\$7,024.55
8	\$8,036.08	\$8,035.42	\$8,034.08	\$8,032.07
9	\$9,045.12	\$9,044.37	\$9,042.86	\$9,040.60
10	\$10,055.17	\$10,054.33	\$10,052.65	\$10,050.14
11	\$11,066.22	\$11,065.30	\$11,063.46	\$11,060.69
12	\$12,078.29	\$12,077.28	\$12,075.27	\$12,072.25
13	\$13,091.37	\$13,090.28	\$13,088.10	\$13,084.83
14	\$14,105.46	\$14,104.28	\$14,101.93	\$14,098.41
15	\$15,120.56	\$15,119.30	\$15,116.79	\$15,113.01
16	\$16,136.68	\$16,135.34	\$16,132.65	\$16,128.62
17	\$17,153.82	\$17,152.39	\$17,149.53	\$17,145.25
18	\$18,171.97	\$18,170.46	\$18,167.43	\$18,162.90
19	\$19,191.14	\$19,189.55	\$19,186.35	\$19,181.56
20	\$20,211.34	\$20,209.65	\$20,206.29	\$20,201.24
21	\$21,232.55	\$21,230.78	\$21,227.24	\$21,221.94
22	\$22,254.78	\$22,252.93	\$22,249.22	\$22,243.66
23	\$23,278.03	\$23,276.10	\$23,272.22	\$23,266.41
24	\$24,302.31	\$24,300.29	\$24,296.24	\$24,290.17
25	\$25,327.62	\$25,325.51	\$25,321.29	\$25,314.96
26	\$26,353.94	\$26,351.75	\$26,347.36	\$26,340.78
27	\$27,381.30	\$27,379.02	\$27,374.46	\$27,367.62
28	\$28,409.68	\$28,407.31	\$28,402.58	\$28,395.49
29	\$29,439.09	\$29,436.64	\$29,431.74	\$29,424.38
30	\$30,469.53	\$30,466.99	\$30,461.92	\$30,454.31
31	\$31,501.00	\$31,498.37	\$31,493.13	\$31,485.26
32	\$32,533.50	\$32,530.79	\$32,525.37	\$32,517.25
33	\$33,567.03	\$33,564.24	\$33,558.65	\$33,550.26
34	\$34,601.60	\$34,598.72	\$34,592.96	\$34,584.31
35	\$35,637.20	\$35,634.23	\$35,628.30	\$35,619.40
36	\$36,673.84	\$36,670.78	\$36,664.68	\$36,655.52
37	\$37,711.51	\$37,708.37	\$37,702.09	\$37,692.67
38	\$38,750.22	\$38,747.00	\$38,740.54	\$38,730.87
39	\$39,789.97	\$39,786.66	\$39,780.03	\$39,770.10
40	\$40,830.76	\$40,827.36	\$40,820.56	\$40,810.37
41	\$41,872.59	\$41,869.11	\$41,862.14	\$41,851.68
42	\$42,915.47	\$42,911.89	\$42,904.75	\$42,894.03
43	\$43,959.38	\$43,955.72	\$43,948.40	\$43,937.42
44	\$45,004.34	\$45,000.59	\$44,993.10	\$44,981.86
45	\$46,050.34	\$46,046.51	\$46,038.84	\$46,027.34
46	\$47,097.39	\$47,093.47	\$47,085.63	\$47,073.87
47	\$48,145.49	\$48,141.48	\$48,133.47	\$48,121.44
48	\$49,194.64	\$49,190.54	\$49,182.35	\$49,170.07
49	\$50,244.83	\$50,240.65	\$50,232.28	\$50,219.74
50	\$51,296.08	\$51,291.81	\$51,283.27	\$51,270.45
51	\$52,348.37	\$52,344.02	\$52,335.30	\$52,322.23
52	\$53,401.72	\$53,397.28	\$53,388.38	\$53,375.05

### Rollover Traditional IRA Projection

This table has been prepared assuming the initial and only contribution to your Traditional IRA is a rollover of \$1,000 on the first day of the year, with an annual percentage yield of 0.1%. For example, if you attain age 40 in the year in which you roll over \$1,000 to your Traditional IRA, you will have been in the plan 21 years at the end of the year in which you attain age 60, 26 years at age 65, and 31 years at age 70. Using the assumptions stated above, you can read across the table and see that your account value without penalty would be \$1,021.21 at age 60, \$1,026.33 at age 65, and \$1,031.47 at age 70.

#### Account Values

Number of Years	No Penalty	1-Month Penalty	3-Month Penalty	6-Month Penalty
1	\$1,001.00	\$1,000.92	\$1,000.75	\$1,000.50
2	\$1,002.00	\$1,001.92	\$1,001.75	\$1,001.50
3	\$1,003.00	\$1,002.92	\$1,002.75	\$1,002.50
4	\$1,004.01	\$1,003.92	\$1,003.76	\$1,003.50
5	\$1,005.01	\$1,004.93	\$1,004.76	\$1,004.51
6	\$1,006.02	\$1,005.93	\$1,005.76	\$1,005.51
7	\$1,007.02	\$1,006.94	\$1,006.77	\$1,006.52
8	\$1,008.03	\$1,007.94	\$1,007.78	\$1,007.52
9	\$1,009.04	\$1,008.95	\$1,008.78	\$1,008.53
10	\$1,010.05	\$1,009.96	\$1,009.79	\$1,009.54
11	\$1,011.06	\$1,010.97	\$1,010.80	\$1,010.55
12	\$1,012.07	\$1,011.98	\$1,011.81	\$1,011.56
13	\$1,013.08	\$1,012.99	\$1,012.83	\$1,012.57
14	\$1,014.09	\$1,014.01	\$1,013.84	\$1,013.58
15	\$1,015.11	\$1,015.02	\$1,014.85	\$1,014.60
16	\$1,016.12	\$1,016.04	\$1,015.87	\$1,015.61
17	\$1,017.14	\$1,017.05	\$1,016.88	\$1,016.63
18	\$1,018.15	\$1,018.07	\$1,017.90	\$1,017.65
19	\$1,019.17	\$1,019.09	\$1,018.92	\$1,018.66
20	\$1,020.19	\$1,020.11	\$1,019.94	\$1,019.68
21	\$1,021.21	\$1,021.13	\$1,020.96	\$1,020.70
22	\$1,022.23	\$1,022.15	\$1,021.98	\$1,021.72
23	\$1,023.25	\$1,023.17	\$1,023.00	\$1,022.74
24	\$1,024.28	\$1,024.19	\$1,024.02	\$1,023.77
25	\$1,025.30	\$1,025.22	\$1,025.05	\$1,024.79
26	\$1,026.33	\$1,026.24	\$1,026.07	\$1,025.81
27	\$1,027.35	\$1,027.27	\$1,027.10	\$1,026.84
28	\$1,028.38	\$1,028.30	\$1,028.12	\$1,027.87
29	\$1,029.41	\$1,029.32	\$1,029.15	\$1,028.90
30	\$1,030.44	\$1,030.35	\$1,030.18	\$1,029.92
31	\$1,031.47	\$1,031.38	\$1,031.21	\$1,030.95
32	\$1,032.50	\$1,032.42	\$1,032.24	\$1,031.99
33	\$1,033.53	\$1,033.45	\$1,033.28	\$1,033.02
34	\$1,034.57	\$1,034.48	\$1,034.31	\$1,034.05
35	\$1,035.60	\$1,035.52	\$1,035.34	\$1,035.08
36	\$1,036.64	\$1,036.55	\$1,036.38	\$1,036.12
37	\$1,037.67	\$1,037.59	\$1,037.41	\$1,037.16
38	\$1,038.71	\$1,038.63	\$1,038.45	\$1,038.19
39	\$1,039.75	\$1,039.66	\$1,039.49	\$1,039.23
40	\$1,040.79	\$1,040.70	\$1,040.53	\$1,040.27
41	\$1,041.83	\$1,041.74	\$1,041.57	\$1,041.31
42	\$1,042.87	\$1,042.79	\$1,042.61	\$1,042.35
43	\$1,043.92	\$1,043.83	\$1,043.65	\$1,043.39
44	\$1,044.96	\$1,044.87	\$1,044.70	\$1,044.44
45	\$1,046.00	\$1,045.92	\$1,045.74	\$1,045.48
46	\$1,047.05	\$1,046.96	\$1,046.79	\$1,046.53
47	\$1,048.10	\$1,048.01	\$1,047.84	\$1,047.57
48	\$1,049.15	\$1,049.06	\$1,048.88	\$1,048.62
49	\$1,050.19	\$1,050.11	\$1,049.93	\$1,049.67
50	\$1,051.24	\$1,051.16	\$1,050.98	\$1,050.72
51	\$1,052.29	\$1,052.21	\$1,052.03	\$1,051.77
52	\$1,053.33	\$1,053.26	\$1,053.09	\$1,052.82

## Method 2

The following projection of account values represents the amounts that would be available in your Traditional IRA at the end of each of the first five years and at the end of the years in which you attain ages 60, 65, and 70. These balances are not guaranteed. The actual balances will depend on many factors, including the interest rates and terms of future investments. The following balances, which are only projections, are based on the custodial fees discussed on the previous page, if any, and the following assumptions:

- Regular Traditional IRA: Assuming an annual \$1,000 deposit made on the first day of each year.
- Rollover Traditional IRA: Assuming a one-time \$1,000 deposit made on the first day of the year.

Investment annual percentage yield \_\_\_\_\_  
 Penalty for early withdrawal of investment \_\_\_\_\_

End of year	Account Value	End of year you attain age	Account Value
1	\$ _____		
2	\$ _____	60	\$ _____
3	\$ _____	65	\$ _____
4	\$ _____	70	\$ _____
5	\$ _____		

## ABOUT THE ACCOUNT AGREEMENT

This is an Agreement between you and Synchrony Bank for your deposit account. When you sign your Signature Card, or open or use your account, you agree to the terms of this Agreement. This Agreement includes the Signature Card and the account opening letter (which, among other things, includes the rates applicable to your account). This Agreement replaces any other prior account agreement, but does not replace any separate agreement relating to your account. Please read this Agreement carefully and keep it in a safe place. The “Bank,” “we,” “our,” and “us” refer to Synchrony Bank. “You” and “your” refer to the person(s) who maintains an account with us, individually and collectively, and any person authorized to manage the account, such as a custodian, trustee, executor or agent under a power of attorney. Any reference to “days” means calendar days unless specifically identified as “Business Days” which are Monday through Friday, excluding Federal Reserve holidays or other days that banks are closed.

We divided this Agreement into the following sections for your convenience:

- About The Account Agreement
- Account Opening Requirements
- Types of Accounts
- Types of Account Ownership
- Using Your Account
- Contact Information
- Important Information About This Agreement
- Electronic Banking
- Funds Availability
- Arbitration
- Account Requirements and Service Charges

## ACCOUNT OPENING AND MAINTENANCE REQUIREMENTS

**Eligibility** – You must be a United States (“U.S.”) Person for federal tax purposes and at least 18 years old (except for UTMA/UGMA and Guardianship accounts), have a valid Social Security Number and a valid U.S. phone number and address (other than a Post Office Box or similar mail delivery address) in one of the 50 states, Washington, D.C. or one of the inhabited U.S. territories, or an APO, DPO or FPO address, in order to open an account with us. You may not use a double endorsed/third-party check, U.S. Treasury check, check drawn on a non-U.S. financial institution or not payable in U.S. Dollars, check drawn on a credit card or other loan account, travelers check or money order to open a new account.

**Important Account Opening Information** – All financial institutions are required by the federal USA PATRIOT Act to obtain, verify, and record information that identifies each individual seeking to open an account. When you apply to open an account, we will ask for your name, address, date of birth, Social Security Number and other information that will allow us to identify you such as a driver’s license or other identifying documents. By applying for an account, you give Synchrony Bank your consent to obtain a consumer report, check references with other financial institutions and use any commercially available database to verify your identity.

**Consumer Reporting Agencies** – By applying for or opening an account, you authorize us to obtain consumer reports about you from consumer reporting agencies for the purpose of considering your account application and from time to time to review or service your account, and for any other legitimate purpose. We may report information about your account to consumer reporting agencies (for example, if you overdraw your account and do not pay us back).

**Information Reporting (Form 1099 reporting) and Backup Withholding** – For all accounts other than accounts held in an IRA, interest will be reported for tax purposes in the name of the primary account owner. Under certain circumstances, federal income tax law requires us to withhold tax (commonly referred to as backup withholding) from interest paid to your account.

**Maximum Combined Total Balance Limitation** – The total balance of all of your accounts with us are subject to a maximum combined total balance limit of \$3,000,000. For purposes of this paragraph “your accounts” refers to any accounts you own individually, any accounts you own jointly with others and any accounts owned by a revocable trust for which you are a grantor and have the right to revoke the trust, either individually or in conjunction with others. We reserve the right to: (1) return any funds to you that are in excess of the \$3,000,000 combined total balance limit (and you authorize us to return such funds from any one or more of your accounts as we may determine in our sole discretion and send the funds to you (or to the trustees in the case of an account held by a revocable trust) via check, or, subject to any authorization requirements, electronic funds transfer or wire transfer); and (2) reject and return any deposit that would cause the combined total balance of all your accounts with us to exceed \$3,000,000.

## TYPES OF ACCOUNTS

### Certificate of Deposit (“CD”)

**Annual Percentage Yield (“APY”) and Interest Rate** – The APY on your CD assumes interest remains on deposit until maturity. The interest rate on your CD is fixed for the term of the CD. The APY and interest rate for your CD will be provided to you when you open a CD. Withdrawals will reduce earnings.

**Balance Computation Method** – Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal in the account each day.

**Interest Compounding and Crediting** – Interest is compounded on a daily basis and credited to the CD on a monthly basis.

**Withdrawals of Interest Prior to Maturity** – Interest earned on your CD will remain in the account unless you request that the interest be withdrawn or distributed during the term in which it is earned.

**Accrual of Interest on Deposits** – Interest begins to accrue on the Business Day on which the deposit into your CD is credited.

**Additional Deposits** – Additional deposits (other than credited interest) are not permitted to be made into your CD during any term.

**Withdrawals and Early Withdrawal Penalty** – An early withdrawal penalty will be imposed if you withdraw any funds in a CD before the maturity date. The early withdrawal penalty for a CD with a term of 12 months or less will be an amount equal to 90 days simple interest on the amount withdrawn at the current interest rate for the CD. The early withdrawal penalty for a CD with a term of more than 12 months but less than 48 months will be an amount equal to 180 days simple interest on the amount withdrawn at the current interest rate for the CD. The early withdrawal penalty for a CD with a term of 48 months or more will be an amount equal to 365 days simple interest on the amount withdrawn at the current interest rate for the CD. Depending on how early in the term and how much you withdraw, the early withdrawal penalty may be greater than the interest earned on the CD and may result in a reduction of principal. No penalty applies to the withdrawal of interest earned and credited during the current term of the CD.

An early withdrawal penalty will not be imposed if your CD is a No Penalty CD. You may not make a withdrawal during the first 6 calendar days following the date your No Penalty CD is funded. If you choose to make an early withdrawal from your No Penalty CD, you must withdraw the full balance, including accrued interest, unless the withdrawal is made to satisfy an IRS-required minimum distribution.

An early withdrawal without penalty may also generally be permitted in the following circumstances:

- In the event of death or the adjudication of incompetence of an owner;
- Within the Grace Period described below;
- For IRA CD account holders, if the early withdrawal is made to satisfy an IRS-required minimum distribution; or
- For IRAs established under 26 USC §408 and the money is paid within 7 days of establishment of the IRA (but we will assess a penalty equal to the simple interest earned on the amount withdrawn).

**Renewal and Grace Period** – Your CD will automatically renew at maturity. You will have a "Grace Period" of 10 days beginning on the day after the day of maturity to withdraw funds from your CD without penalty. A CD redeemed during any Grace Period will not receive interest accrued during the Grace Period. Each renewal will be on the same terms as the maturing CD, except that the APY and rate of interest during each renewal period will be at the APY and interest rate we set at the beginning of that renewal period. You may select a different term and/or principal amount of your CD during the Grace Period for each maturity. We reserve the right not to renew your CD at any maturity date if we mail written notice of non-renewal to your address shown on our records at least 30 days before the date your CD will mature. Your CD is non-negotiable and not transferable.

**Additional Terms Applicable Only to Bump Up CDs** – If your CD is a "Bump Up" CD, then you have a rate increase option that allows you at no cost to increase the interest rate and APY for your Bump Up CD one time during the initial term of your Bump Up CD and one time during each subsequent term of your Bump Up CD. If you do not exercise a rate increase option during the term for which it is available, that rate increase option will expire but, if your Bump Up CD renews, you will receive a new rate increase option that will be available during the renewal term.

If you want to exercise your rate increase option, you can only exercise your rate increase option by: (1) logging into your account online using the Synchrony Bank mobile application or website, going to the account details page for your Bump-Up CD and requesting to "bump up your CD"; or (2) calling us at 1-866-226-5638 and speaking with a customer service representative. You may find our normal business hours at [synchronybank.com](http://synchronybank.com). You may not exercise your rate increase option by mail, email, chat, or secure messaging on our mobile application or website. If you exercise your rate increase option: (1) the new interest rate and APY for the remaining term of your Bump Up CD will be the interest rate that we are offering on Bump Up CDs with the same length term as your Bump Up CD on the date that you exercise your rate increase option; (2) the new interest rate and APY will be effective as of the day that you exercise your rate increase option; (3) the new interest rate and APY will only apply during the remaining term of your Bump Up CD (the changes to the interest rate and APY are not retroactive); (4) we will send to you a notice confirming the new interest rate and APY for your Bump Up CD; and (5) the maturity date for your Bump Up CD will not change.

The interest rates and APYs we offer for new Bump Up CDs may increase or decrease at any time. You can call us or go to our website to obtain the current interest rate and APY for our Bump Up CDs. It is your responsibility to monitor the interest rates and APYs we offer for Bump Up CDs and to choose if or when you want to use your rate increase option. We will not notify you of any changes to the interest rates and APYs for our Bump Up CDs. The availability of the rate increase option does not imply or guarantee that the interest rate and APY for a Bump Up CD will increase during any term of the Bump Up CD. We may, in our sole discretion, stop offering Bump Up CDs at any time. If we do so it will not affect your ability to exercise your rate increase option during the current term of your Bump Up CD.

## High Yield Savings and Money Market Accounts

**APY and Interest Rate** – The APY and interest rate on a High Yield Savings Account and on a Money Market Account is variable and, at our discretion, we may change the APY and interest rate for your account at any time. The initial APY and interest rate for your account will be provided to you when you open your account.

**Balance Computation Method** – Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal in the account each day.

**Interest Compounding and Crediting** – Interest is compounded on a daily basis and credited to your account on a monthly basis.

**Accrual of Interest on Non-cash Deposits** – Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks).

**Closing an Account** – If your account is closed before interest is credited, you will receive the un-posted, accrued interest.

**Notice of Withdrawal Requirements** – As required by federal law, we reserve the right to require you to give us at least 7 days written notice before you make a withdrawal from your account.

**Transaction Limitations** – You are allowed to make only 6 transfers or withdrawals from your account during each statement cycle from your High Yield Savings Account or Money Market Account by any of the following methods: preauthorized or automatic transfers, telephone transfers, checks, or point-of-sale purchases using your ATM card. Withdrawals made at any branch the bank may have or at automated teller machines do not count towards this limit. If you try to make more than 6 transfers or withdrawals during any statement cycle, the Bank may in its discretion: (1) return the additional checks unpaid and/or refuse to execute the excessive preauthorized, automatic or telephone transfers; and (2) charge you a fee. If you try to make more than 6 transfers or withdrawals during any statement cycle on more than an occasional basis, your account may be closed by us.

**Automated Teller Machine (“ATM”) Card** – An ATM card is available for a High Yield Savings account and a Money Market Account. We will not send you an ATM card until you ask for one and we receive each account owner’s signed signature card and the initial deposit. A card is not available for IRA, Trust (except for the Grantor of a Revocable Trust who is also serving as a Trustee of the Trust) or Estate accounts.

## TYPES OF ACCOUNT OWNERSHIP

We currently offer the following types of account ownership. We may only offer these types of account ownership for certain types of accounts and may stop offering any type of account ownership at any time. We may also decline a request to open an account with any ownership structure that is not offered at that time.

**Individual Account** – An individual account is owned by one person only.

**Joint Account** – A joint account is owned by two or more people. We may limit the number of joint owners who may be on an account and may change these limits at any time. If two spouses married to each other are the only joint owners, a joint account is owned by them as “tenants by the entirety” if the owners reside in a state that recognizes that type of ownership, otherwise a joint account is owned by the joint owners as “joint tenants with a right of survivorship”. In either case, all joint accounts you open with the Bank will create a right of survivorship. A right of survivorship means that if one of the joint owners passes away, the money in the account (except for certain retirement benefits such as Social Security) belongs entirely to the surviving owner(s), and not the estate of the deceased owner, as follows: (1) if there is only one surviving owner, the entire account will belong to the survivor; and (2) if there are two or more surviving owners, each owner will continue to own his/her proportionate share and the portion of the account owned by the deceased owner will be shared equally by the survivors. Ownership and the disposition of a joint account upon the death of a joint owner cannot be changed by the will of any joint owner. Each owner of a joint account has a present right to: (1) make deposits, withdrawals, transfers or payments to or from the account, close the account, or make any other request relating to the joint account without the consent of any other owner; and (2) for accounts that allow check-writing, write checks drawn on the joint account without the consent or signature of any other owner. Each joint account owner agrees to be responsible for the repayment of any overdraft caused by any joint account owner. Each joint owner guarantees that the signature of each joint owner is genuine and authorizes other joint account owners to endorse for deposit only to the joint account any item that is payable to any or all of you. All joint owners are jointly and severally liable for all fees, charges and other obligations under this Agreement. We are not required to determine net contributions.

**Payable-On-Death or In Trust For/ITF (“P.O.D.”) Account** – A P.O.D. account may only be an individual account or a joint account and allows you to designate one or more P.O.D. beneficiaries who will receive the funds in the account upon the death of the account owner of an individual account, or upon the death of the last surviving joint owner of a joint account. We may limit the number of P.O.D. beneficiaries that may be designated on an account and may change these limits at any time. A P.O.D. account belongs to the living account owner(s). A P.O.D. beneficiary has no present right of withdrawal and does not acquire an interest in the account until after the death of the account owner of an individual account or the last surviving joint owner of a joint account. Ownership and the disposition of a P.O.D. account upon the death of an account owner cannot be changed by the will of any account owner(s). When an account becomes payable to one or more P.O.D. beneficiaries, the funds in the account will be distributed as follows: (1) where there is one P.O.D. beneficiary, the funds in the account will be paid to the beneficiary so long as the beneficiary survived all account owners; and (2) where there are two or more P.O.D. beneficiaries, the account will be paid in equal shares to the beneficiaries who survived all account holders. We may impose requirements on a beneficiary in order to receive a distribution (such as proof of an account owner’s death and written distribution instructions). The law of your state of domicile may restrict P.O.D. accounts and you are solely responsible for making sure that the P.O.D. account meets any specific state requirements. We make no representation that a P.O.D. account will comply with applicable state law. We are not required to determine net contributions.

**Trust Account** – A trust account is owned by a trust and managed by the trustee(s) of the trust. We may limit the number of trustees who may be on a trust account and may change these limits at any time. All of the trust’s trustees and beneficiaries must be natural persons. We require that trustees provide us with a trustee certification and any other documentation we may require from time to time in a form satisfactory to us. The trustees agree to hold us harmless from and against any action that we take or any trustee takes regarding the account in reliance on such certification or other documentation. The trustees acknowledge and agree that they, and not the Bank, owe a fiduciary duty to the trust and the beneficiaries of the trust and that the Bank is in no way acting as a trustee of the trust or holding any funds on deposit with us in trust. Each trustee has the right to: (1) make deposits, withdrawals, transfers or payments to or from the trust account, close the account, or make any other request relating to the account without the consent of any other trustee; and (2) for accounts that allow check-writing, write checks drawn on the trust account without the consent or signature of any other trustee. We have no duty to monitor or ensure that the acts of any trustee are for the use or benefit of the beneficiaries or are otherwise permissible under any trust instrument or applicable law. We will not be liable if any trustee exceeds his or her powers or does not comply with the trust instrument or applicable law. We may honor and pay any check, withdrawal slip or other instrument or order for the payment of money when signed, authorized or approved as evidenced by the original or facsimile signature of any trustee identified to us as authorized to access the account, including any payable to us or payable to any trustee or to cash or to bearer, and we may receive the same in payment of the personal indebtedness of any person to us or in any transaction, whether or not known to be for the personal benefit of any trustee or other person, without inquiry as to the circumstances of issue or the disposition of the proceeds, and without liability to us, and without any obligation upon us to inquire whether the same be drawn or used for the business or benefit of the trust or its beneficiaries. The trust and all trustees are jointly and severally liable for all obligations under this Agreement.

**Uniform Transfers/Gifts to Minors Act Account** – A Uniform Transfer to Minors Act (“UTMA”) or Uniform Gift to Minors Act (“UGMA”) account is an account where a gift of money is made under state law by opening an account in the name of a minor and naming a custodian for the minor pursuant to the UTMA or UGMA, or similar state law as applicable in the state in which the minor resides. The funds in an UTMA/UGMA account belong to the minor and the minor’s Social Security Number or Taxpayer Identification Number must be provided. The named custodian (or any successor custodian) must transfer any funds remaining in the UTMA/UGMA account to the minor or the minor’s estate, as applicable, when the minor attains the age of majority or at such other time or under the circumstances prescribed by applicable law. The law of the state where the minor resides determines when the minor reaches the age of majority. Before that time, the named custodian has the right, subject to applicable law, to withdraw any or all of the funds from the UTMA/UGMA account at any time for the use or benefit of the minor. We have no duty to monitor or ensure that the acts of any custodian are for the use or benefit of the minor or comply with applicable law, or are otherwise permissible exercises of the custodian’s powers under the UTMA/UGMA.

**Individual Retirement Account (“IRA”)** – An IRA account is owned by one person only, and only that person can make contributions to or take distributions from the account. IRA accounts are considered individual retirement accounts and are subject to all relevant IRS Rules and Regulations. IRA accounts are also subject to the separate IRA agreements and disclosures provided to you when you open an IRA account. You may make a withdrawal from your IRA by contacting the Bank and requesting an IRA distribution form. Upon the return of the completed and signed form, the Bank will withdraw the funds from your IRA and transfer the funds to another account or send you a check. No checks may be written against this account, and no preauthorized automatic or telephone transfers are permitted. The Bank does not provide tax information or advice and you are encouraged to contact a tax professional for actual advantages and any potential tax implications before establishing or making contributions to an IRA account.

**Estate Account** – An Estate account is owned by the estate of a deceased individual and managed by the executors, administrators, personal representatives or other court-appointed fiduciaries of the estate (collectively referred to as “executors”). We may limit the number of executors who may be on an estate account and may change these limits at any time. All of the estates’ executors and beneficiaries must be natural persons. We require that executors provide us with an executor certification, documents showing that the executor has been legally appointed as the fiduciary for the estate, and any other documentation we may require from time to time in a form satisfactory to us. The executors agree to hold us harmless from and against any action that we take or any executor takes regarding the account in reliance on such certification or other documentation. The executors acknowledge and agree that they, and not the Bank, owe a fiduciary duty to the estate and the beneficiaries of the estate and that the Bank is in no way acting as an executor of the estate or holding any funds on deposit with us in a fiduciary capacity. Each executor has the right to: (1) make deposits, withdrawals, transfers or payments to or from the estate account, close the account, or make any other request relating to the account without the consent of any other executor; and (2) for accounts that allow check-writing, write checks drawn on the estate account without the consent or signature of any other executor. We have no duty to monitor or ensure that the acts of any executor are for the use or benefit of the beneficiaries or are otherwise permissible under the deceased individual’s Will or applicable law. We will not be liable if any executor exceeds his or her powers or does not comply with the deceased individual’s Will or applicable law. We may honor and pay any check, withdrawal slip or other instrument or order for the payment of money when signed, authorized or approved as evidenced by the original or facsimile signature of any executor identified to us as authorized to access the account, including any payable to us or payable to any executor or to cash or to bearer, and we may receive the same in payment of the personal indebtedness of any person to us or in any transaction, whether or not known to be for the personal benefit of any executor or other person, without inquiry as to the circumstances of issue or the disposition of the proceeds, and without liability to us, and without any obligation upon us to inquire whether the same be drawn or used for the business or benefit of the estate or its beneficiaries. The estate and all executors are jointly and severally liable for all obligations under this Agreement.

## USING YOUR ACCOUNT

**Service Charges** – The fees and charges for your account are shown in the Account Requirements and Service Charges section of this Agreement. The Account Requirements and Service Charges may be changed from time to time without notice to you unless otherwise required by law. We may automatically deduct any applicable fees from your account.

**Statements** – We will send or make available to you, electronically or otherwise, a periodic statement containing information to allow you to reasonably identify the items paid from your account. We may provide the periodic statement only to the primary account owner. A copy of any item paid is available upon request and a fee may apply. You must examine the statement and notify us in writing at P.O. Box 669802, Dallas, TX 75266-0955, or for expedited courier service, 3000 Kellway Dr., Suite 120, Carrollton, TX 75006 of any error or irregularity on the statement within 60 days after the statement is received or made available to you. Except as otherwise provided by applicable law, or as described in the “Electronic Banking” section below, if written notice is not received within the 60 day period, we will have no liability to you. We may stop sending your statements at any time without notice unless required by law. For example, we may choose not to send a statement for any month or other period when there is no activity on your account.

Periodic statements and account notices are sent to the last address listed with us for your account, or, if you have consented to electronic statements in accordance with applicable law, to the last email address provided for the primary owner of the account. You should notify us promptly if you do not receive your statement or account notice by the date you normally would expect to receive it. For joint accounts, and trust or estate accounts with more than one trustee or executor, statements and notices sent or made available to any one of you are deemed to be received by all of you. If we hold your periodic statements or account notices because you fail to provide us with a current address, statements and notices will be deemed delivered to you when prepared (for held statements), mailed (for returned mail or email), or otherwise made available to you. We may stop sending you statements if your mail is returned to us. We may hold statements if notified by the post office that your mail is undeliverable. We may destroy mail that is returned or determined to be undeliverable and restrict your account.

You agree that any communication to you may be sent on or with any periodic statement we send to you, as allowed by applicable law.

**Deposits** – When we receive any item (such as a check) for deposit or collection, we will act only as your collection agent and will not be responsible beyond the exercise of ordinary care. You are responsible for ensuring that your deposit reaches us and for providing clear instructions regarding where to deposit the funds. If you fail to take either of these steps, your deposit may be delayed or rejected and you will be responsible for any loss. All items are provisionally credited subject to our receipt of final payment of the item. In our discretion, we may refuse to accept a deposit and may return a deposit already made. For security purposes, please do not make cash deposits by mail. We will not accept double endorsed/third-party checks, checks drawn on a non-U.S. financial institution or not payable in U.S. Dollars, checks drawn on a credit card or other loan account, travelers checks or money orders for deposit into your account, and may refuse to accept any other item for deposit into your account in our sole discretion. If you deposit a check that is returned to the Bank unpaid for any reason, the Bank has the right to charge your account or otherwise obtain a refund from you for the amount of that check. If you deposit a check and then draw against it before the Bank receives credit for the check and has passed the credit along to you (you draw against “unavailable funds”), we reserve the right to return the check you wrote or any other withdrawal request against your account unpaid.

The reverse side of a check has a special area approximately 1½ inches long for endorsements by the payee(s). This area for endorsements is limited by federal regulation. All endorsements by payee(s) on the check must be made within the designated area. If you or any other endorser makes any mark outside of this special area it may cause the check to be misrouted or payment to be delayed. You agree to reimburse us for any loss or expense we incur as a result of your failure, or the failure of any other endorser of the check, to comply with this requirement.

**Withdrawals** – You may only make withdrawals or transfers from your account if there are sufficient funds available in your account and you provide us with satisfactory identification along with any other documentation that we may require. You agree to hold us harmless against any losses arising from, or in any way relating to, our refusal to pay or release funds where the refusal is based on your failure to provide us with satisfactory identification and documentation.

We may also refuse your request to make a withdrawal from your account under certain circumstances, including, without limitation, where:

- We have received a court order or other legal document prohibiting withdrawal or if applicable law prohibits withdrawal;
- You owe us money;
- Your account is security for a debt;
- You or a person we believe to be an agent of an owner of your account requests that we not permit withdrawals;
- A problem occurs with the Bank’s equipment;
- Limited currency is available at a particular branch office;
- We have not yet received a signature card for the account; or
- Such action is otherwise required by applicable law.

**Electronic Withdrawals and Payments (other than Wire transfers)** – We may allow withdrawals and payments upon your instructions whether received via the Internet, telephone, fax or by other electronic means. You agree that transactions via the Internet, telephone, fax or by other electronic means (including, but not limited to, accessing account records, making withdrawals, and giving payment instructions) may only be authorized and/or initiated through the use of a personal identification number (“PIN”), pass phrase, electronic signature, or other such electronic identifying means as we may require from time to time (“Electronic Identifier”). Different types of transactions may require a different Electronic Identifier. You accept sole responsibility for maintaining security over any Electronic Identifier and any device utilizing the Electronic Identifier. You agree that any request, instruction, or transaction (including, but not limited to, payment and withdrawal instructions) received by us which includes your Electronic Identifier will be deemed to be authorized by you and will be effective as your Electronic Identifier regardless of whether the person affixing the Electronic Identifier was authorized to do so and regardless of the means by which the Electronic Identifier was affixed. You agree to keep confidential, take all reasonable precautions, and make all reasonable efforts to protect the secrecy of all Electronic Identifiers issued to you, selected by you, or utilized by you. If your Electronic Identifier becomes lost or known to another person, you agree to notify us immediately so that a replacement may be issued. You agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon any electronic withdrawal or payment requests, electronic instructions, or electronic transactions. This section does not limit your rights as described in the “Electronic Banking” section below.

**Account to Account Transfers** – This section of the Agreement governs the Account to Account transfer service (the “Service”) that enables you to transfer funds between any Accounts that you are the sole or joint owner of with us (“Eligible Account”) and any accounts located in the United States that you are the sole or joint owner of at another financial institution (“External Account”). An “Account” means, as appropriate, either an Eligible Account or an External Account. You represent and warrant that you are either the sole owner or a joint owner of each Eligible Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between any Eligible Account and External Account. If you are a joint owner of any Eligible Account or External Account, then you represent and warrant that: (1) you have been authorized by all of the other joint owners to make withdrawals (including the entire balance) and deposits to the account without their consent; and (2) we may act on your instructions regarding the account without liability to any joint owners. We may offer the Service through our online banking site and/or mobile applications (the “Site”).

**Service Providers** – We are offering you the Service through one or more companies, including companies related by common ownership or control (“Affiliates”), that we have engaged to render some or all of the Service to you on our behalf (“Service Providers”). Even though we have engaged a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

**Transfer Authorization and Transfer Remittance** – When you provide information for a transfer to be made using the Service (“Transfer Instruction”), you authorize us, as applicable, to: (1) debit your Eligible Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described in the Service Fees and Additional Charges section below; or (2) credit your Eligible Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described in the Service Fees and Additional Charges section. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to non-sufficient funds.

We will use reasonable efforts to make all your transfers properly but we will not be liable if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- Through no fault of the Service, there are not sufficient funds in the Eligible Account or External Account and any overdraft plan related to the Eligible Account or External Account to complete the transfer;
- The Service is not working properly and you know or have been advised by the Service about the problem before you give a Transfer Instruction;
- The transfer is refused as described in the Refused Transfers section below;
- You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**Transfer Methods and Amounts** – For your security, we may limit the amount of money you can transfer through the Service and we may adjust these limits from time to time at our sole discretion. We will let you know if you attempt a transfer that exceeds these limits and you may call us for information about these limits.

**Transfer Cancellation Requests and Refused Transfers** – You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**Stop Payment Requests** – If you want to stop any transfer that has already been processed, you must contact us at 1-866-226-5638 or write to the Bank at P.O. Box 669802, Dallas, TX 75266-0955, or for expedited courier service, 3000 Kellway Dr., Suite 120, Carrollton, TX 75006. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to give us your request in writing within fourteen (14) days of any oral request. The charge for each stop payment request will be the current charge for a stop payment request as set out in the Account Requirements and Service Charges section below.

**Service Fees and Additional Charges** – You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay these charges and authorize us to deduct the calculated amount from the applicable Eligible Account you hold with us or the Account that is debited for the funds transfer, depending on how the charges are described in the user interface for the Service. Any financial fees associated with your accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

**Refused Transfers** – We reserve the right to refuse any transfer in our sole discretion. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed through the Service.

**Returned Transfers** – You understand and agree that when you use the Service, transfers may be returned for various reasons (for example, the External Account number is not valid). We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**Receipts and Transaction History** – You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**Notices to You** – You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods will be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which will be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us at 1-866-226-5638, or write to the Bank at P.O. Box 669802, Dallas, TX 75266-0955, or for expedited courier service, 3000 Kellway Dr., Suite 120, Carrollton, TX 75006. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**Text Messages, Calls and/or Emails to You** – By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You understand and agree that these telephone calls may include, without limitation, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our Affiliates and agents. You also consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

**Address or Banking Changes** – It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in the general terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

**Information Authorization** – Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including, without limitation, any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers will have the right to retain all of this data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose all information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

**Service Termination, Cancellation, or Suspension** – If you wish to cancel the Service, you may contact us at 1-866-226-5638 or write to the Bank at P.O. Box 669802, Dallas, TX 75266-0955, or for expedited courier service, 3000 Kellway Dr., Suite 120, Carrollton, TX 75006. Any transfers that have processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension will affect your liability or obligations under this Agreement.

**Intellectual Property** – All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of these without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service will be considered an uncompensated contribution of intellectual property to us and our licensors, will also be deemed our and our licensors' exclusive intellectual property, and will not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**Links and Frames** – Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**Remedies** – If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this section of the Agreement or have otherwise breached your obligations under this section of the Agreement, we may:

- Terminate, suspend or limit your access to or use of the Site or the Service;
- Notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate;
- Refuse to provide our services to you in the future; and/or
- Take legal action against you.

In addition, we reserve the right in our sole discretion, to terminate this section of the Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section of the Agreement are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**Indemnification** – You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers, and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this section of the Agreement and/or your use of the Site or the applicable Service.

**Release** – You release us and our Affiliates and Service Providers and their Affiliates, and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.



**Complete Agreement, Severability, Captions, and Survival** – You agree that this section of the Agreement is the complete and exclusive statement of the agreement between us regarding the Service, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. The captions of Sections in this Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this section of the Agreement and something stated by an employee or contractor of ours or our Service providers, the terms of this section of the Agreement will prevail.

**Exclusions of Warranties** – THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**Limitation of Liability** – THE FOREGOING WILL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT WILL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT WILL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT WILL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT WILL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Remotely Created Checks** – A remotely created check is a check authorized over the telephone or through another means. Remotely created checks can be useful payment devices for the payment of utility or credit card company bills by telephone to avoid late charges. Remotely created checks do not bear your signature or other readily verifiable indication of authorization. If we receive a remotely created check or other remote payment order drawn on your account, we may act or refuse to act upon presentment of such remotely created check or other remote payment order and pay or refuse to pay these items against your account in our sole discretion. You represent and warrant that any remotely created check or remote payment order drawn on your account shall meet such quality requirements as we may establish from time to time, and agree that we shall not be required to honor any remotely created check that fails to meet such quality standards. You will be responsible for any remotely created checks drawn against your account that you have authorized. Dissatisfaction with a purchase does not relieve you of liability for paying a check you authorized. If you are dissatisfied with a purchased product, your only recourse would be to file a claim with the retailer or person from whom you purchased the item.

**Wire Transfers** – We may, in our sole discretion, allow you to make a wire transfer from your account and if we do allow this, you must provide us with any documentation, instructions or assurances we may require and in the format that we may require. If we agree to allow you to send a wire transfer, you understand and agree that:

- The Bank cannot revoke or cancel a wire transfer request once it has been completed and that the Bank will not be liable to you if you cannot recover funds transferred at your request;
- The Bank will not be liable for the insolvency, neglect, misconduct, mistake, default or delay of any other bank, entity or person whether or not that other bank, entity or person is the Bank’s agent;
- The Bank’s only liability is for failure to follow your instructions and is limited to the amount of any wire transfer lost plus fees and interest and, in no event, will the Bank be liable for any present or future indirect or consequential damages, punitive damages or special damages whether or not the Bank was first advised by any person of the possibility of such damages;
- The Bank reserves the right to reject any wire transfer request for any reason and in no event will a wire transfer be sent unless your account has sufficient funds available to cover the wire transfer amount; and
- You are obligated to make sure that the account number of the beneficiary and the identification number of the beneficiary bank (and any specified intermediary bank) are correct. The Bank has no obligation to compare or otherwise ascertain that the name of the beneficiary agrees with the account number of the beneficiary or that the name of any bank agrees with the identification number of any bank as provided by you.

The authenticity of any wire transfer request will be conclusively presumed if the person giving the wire instruction provides verification of their identity and confirms a passcode provided to or by the Bank when requesting the wire regardless of whether or not the person giving the instruction is in fact authorized to do so. You agree that the use of this security procedure to verify your payment order is commercially reasonable and meets your security requirements.

**Use of ATM Card and Debit Card (“Card”)** – When you use your Card for a point-of-sale transaction and do not enter a Personal Identification Number (PIN), the merchant will transmit your Card number and purchase amount to the Bank for an approval or an “authorization.” This authorization generally confirms that an account is open and the purchase amount is available. The purchase amount transmitted for authorization may vary however by merchant type. Most merchants will request an authorization for the exact purchase amount and others may transmit an estimate that may be more or less than the actual purchase amount. Once the purchase is authorized, a hold is placed on the funds in your account until the actual purchase is received by the Bank and deducted from your account. Typically this hold drops off within two to three Business Days.

Withdrawals made in foreign currencies using your Card will be converted to U.S. dollars at the rate that exists on the central processing date as determined by the network processing the transaction in accordance with its applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. Currently, network operating regulations provide that the currency conversion rate is either: (1) a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. We do not have any control over the exchange rate or the date or place of exchange. We also do not have any control over any conversion fee that may be charged by the network. The currency conversion rate that is in effect on the central processing date may differ from the rate in effect on the transaction date or the posting date, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency.

**Checks** – On accounts with check-writing privileges, we will not send you checks until we receive each account owner’s signed signature card and the initial deposit. Once we send you checks, you may write checks in a form that we require to make payments from your account. You must not: (1) write a check when there are not sufficient funds available in your account; (2) date a check later than the date you write it (post-date the check), or (3) place a restrictive endorsement or other condition for payment on a check (such as “not valid after 60 days”, “not valid over \$1,000” or “paid in full”). We may disregard restrictive endorsements, conditions and legends placed on a check and may pay the item even if the restriction, condition or legend has not been met. You agree that we are not liable to you for any claims, costs, losses or damages that result from the placement of these restrictions, conditions or legends on your checks, or from our disregarding them. You also agree that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles your specimen signature on file with us.

All accounts with check-writing privileges are subject to the provisions of the Check Clearing for the 21st Century Act (“Check 21”). This means that you may receive substitute checks or images in place of the checks that you wrote. If you are using Synchrony Remote Deposit Service to deposit checks, then you are converting your paper checks into images that may be further converted to substitute checks. We may create a substitute check from any of your checks in accordance with applicable law, and treat such substitute check for all purposes as if it were the original of your check. A substitute check is a paper reproduction of the back and front of your check that contains all information from the MICR line of your check (the line on the bottom left of the check) and is suitable for automatic processing.

**Check Imaging and Safekeeping** – If we provide you with check imaging or check safeguarding services, we retain the canceled checks and do not return them with your account statement. Your canceled checks may be destroyed after a reasonable period of time as determined by us in accordance with applicable law. You agree that by maintaining the original check or a substitute check (or copies or images of them) on your behalf, we have made the check available to you in a reasonable manner. Copies of checks are available for 7 years from the date they are posted to your account. You may request a copy of any canceled check or substitute check. If we cannot return a copy of your check or satisfy your needs through other means, you agree that we will not be liable for more than the face amount of the check or your losses, whichever is less, or the amount specified by federal law, if your request concerns a substitute check.

**Overdrafts** – You are not allowed to overdraw your account and agree not to attempt to make any withdraw that would result in an overdraft unless you have an account with sufficient overdraft protection. We pay items from your account in the order they are received by us. If we determine that your account has insufficient available funds to pay a transaction, we are not required to honor the transaction and may return or decline the transaction or accept the transaction in our absolute discretion without notice to you. If your account becomes overdrawn for any reason, you are responsible for the full amount of any overdrafts. You agree to deposit sufficient funds to cover any overdrafts immediately and you agree that any overdrafts may be repaid out of any subsequent deposit to your account or set-off against such deposit including, without limitation, deposits of social security, supplemental security income, or other government benefits. You also agree to reimburse us for any losses we incur in collecting any overdrafts. The Bank is under no obligation to permit overdrafts. If the Bank honors a transaction that results in an overdraft, it does not obligate us to honor any future transaction that may result in an overdraft, and you should not rely on the Bank to honor an overdraft even if we have done so in the past.

**Transaction Processing and Posting Order** – When we process more than one transaction for your account on the same day, we may in our sole discretion determine the processing and posting order for the transactions and may credit, authorize, accept, pay, decline or return any transaction in our sole discretion. Deposits and other credits increase your balance, subject to our funds availability policy. Withdrawals, other debits and holds reduce your balance.

We post the following types of debit transactions and remove the funds from your account when these transactions are executed by Synchrony Bank:

- Wire transfers;
- Transfers from one Synchrony Bank account to another Synchrony Bank account;
- Cashier’s checks;
- Withdrawals you make at any branch the Bank may have using a teller; and
- Checks that you wrote from your Synchrony Bank account and that are cashed at any branch the Bank may have by a teller.

We place a hold on your account, which reduces your available balance, when the following types of debit transactions are received by Synchrony Bank, and then post the transaction and remove the funds from your account after the close of business:

- ATM withdrawals; and
- Point-of-sale transactions using your ATM or debit card.

After the close of business, we generally first post credits and add them to your account balance, subject to our funds availability policy. We then post and subtract from your balance any debits from your account as follows:

- We first post sequentially in serial number (the serial number is generally based on the date/time stamp on the transaction) order all electronic debit transactions (for example, scheduled transfers, preauthorized or automatic payments that use your deposit account number, bill payments and checks that your payee has converted to an ACH transaction). We post any electronic debit transactions without a serial number in the order they were received prior to posting electronic debit transactions with serial number information;
- We then post sequentially in serial number (the serial number is typically the check number) order any checks you wrote from your account that are presented to the bank for payment. We post any checks without a serial number or with an illegible check number in the order they were received prior to posting checks with a legible check number; and
- We then post fees payable from your account in order from highest to lowest dollar amount.

The Bank uses automated check processing procedures and most checks and other items are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check or item. You understand and agree that standard industry practice and reasonable commercial standards do not require us to review every check or other item processed. We may, however, review a sample of checks and other items from time to time and select some checks or items for review based on certain criteria that we may change in our sole discretion from time to time. We may also elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you, or take other steps to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid without any liability to you. You agree that we will have exercised ordinary care if we examine only those checks and other items that we identify according to the criteria that we may establish from time to time. Because we do not individually examine most checks and other items, you should safeguard your checks, promptly review your account statements, and immediately report any suspicious or unauthorized activity to us.

**Stop Payments on Checks** – Subject to certain limitations, any account owner or individual authorized to manage an account may stop payment on any check drawn on the account but not yet presented. If you call, we may also require you to put your request in writing and deliver it to us within 14 days after the call. We may charge a fee for any stop payment request. You must give us correct information about each check, including, but not limited to, the check number, date of issuance, exact amount, payee, and the account number on which the item is drawn. If any of this information is inaccurate or insufficient, or if we do not have a reasonable opportunity to act upon the stop payment request before payment is made, we will not be responsible or liable in any way if the request cannot be executed. A stop payment request is effective for 6 months and may be renewed for an additional 6-month period if we receive an extension request in writing while a stop payment request is effective. After any stop payment request ceases to be effective, we may pay the check previously subject to a stop payment request. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we otherwise become accountable for the check. If we pay a check against a valid stop payment request and you had a legal right to stop payment, we may be liable to you for the lesser of the amount of the check or your actual loss suffered. In no case will we be liable for any amount in excess of the face amount of the check. See the Electronic Banking section below regarding stop payment requests on preauthorized electronic funds transfers from your account.

**Disputes, Claims and/or Conflicting Instructions** – In the event of a dispute between or among the account owners and/or individuals authorized to manage an account, or if the Bank receives a claim against funds in your account or otherwise reasonably believes itself to be at risk, the Bank may take any one or more of the following actions: (1) freeze the funds in the account until the parties to the dispute deliver to the Bank a written mutual agreement directing disposition of the funds; (2) follow the instructions of one or more parties to the dispute and ignore the instructions of the other party or parties; (3) take no action; (4) close the account and deliver to any owner of the account a check for the account balance; and (5) file an interpleader or other legal action necessary to resolve the dispute. You will be responsible for any and all losses, costs, or expenses that the Bank may incur as a result of any dispute involving you or your account.

**Levies, Garnishments, Attachments and Other Court Orders** – If a levy, garnishment, attachment or other court order against you or any other owner of your account, or against your account, is received by the Bank, we may place a hold on your account and not allow withdrawals or transfers from your account until the legal action or obligation is satisfied or dismissed and/or transfer funds from your account as we may be directed in the levy, garnishment, attachment or other court order. You will be responsible for any and all losses, costs, or expenses that the Bank may incur as a result of any levy, garnishment, attachment or other court order involving you, any other owner of your account or your account.

**Dormant or Abandoned Accounts** – An account is considered dormant that has no activity other than interest credited or bank charges assessed, or preauthorized automatic transfers, for a period of two years. Please maintain your account's active status by making a deposit to or withdrawing funds from your account, or by writing or calling us to keep your account active. Preauthorized automatic transfers do not count as activity for this purpose. We may cease payment of interest or impose a service charge on dormant accounts.

State "escheat" laws require us to send all funds in a dormant or "abandoned" account to the state. The state of your last known residence as shown on our books and records is the state that governs when funds are considered abandoned, and Utah law will apply if we do not have an address. In accordance with Utah law, if an account remains in a dormant status for a period of time determined by the state of last known residence of the primary owner, the funds are considered abandoned. Before we send any funds to the state, we will attempt to contact you using the contact information you have provided us. If you received notice from us that your account has reached "abandoned" status, you can prevent the turnover of your funds by making a deposit to or withdrawing funds from your account, or by writing or calling us immediately. After funds have been sent to the state, claims for those funds must be made directly to the state. We will not be liable to you and do not have to assist you in recovering your property from the state.

**Closing or Restricting an Account** – We may close, restrict or suspend any account, (including, without limitation, a CD) at any time without notice or your consent for any reason in our sole discretion unless prohibited by applicable law including, without limitation, in the following circumstances:

- We do not receive your initial funding within 60 days after you open the account;
- Your account reaches a zero balance and remains at zero for 60 days;
- You provided incorrect or misleading information when opening the account;
- You are maintaining an overdrawn account;
- You are repeatedly overdrawing the account;
- You fail to continue to meet any requirement to be eligible to have an account with us (for example, you cease being a U.S. Person for federal tax purposes or no longer have a valid U.S. address); or
- We suspect that you are conducting suspicious, illegal or fraudulent activity.

If we close a CD under the provisions of this section, you will only be entitled to receive interest accrued on the CD through the date that the CD is closed.

**Death, Incompetence or Termination** – You agree to notify us immediately if any owner or individual authorized to manage your account dies or is declared incompetent by court, or if a trust or estate is terminated. Upon receipt of such notification, we may take any one or more of the following actions: (1) place a hold on your account and refuse to accept deposits or to permit withdrawals when an owner dies or is declared incompetent, or a trust or estate is terminated; (2) retain funds in your account until we know the identity of the successor; and (3) require proof of death, adjudication of incompetence or termination of the trust or estate. Until we receive notice and any required proof of death, incompetence or termination, we may act as if all owners are alive, competent and in existence and continue to accept and process deposits to your account until the Bank receives notice of the death, incompetency or termination and we have a reasonable opportunity to act.

**Power of Attorney** – Subject to applicable law, we may permit any person to whom you have granted a durable power of attorney to access and otherwise transact business on your account until we receive (and have a reasonable opportunity to act on) written notice that the power of attorney has been revoked. You or your agent/attorney-in-fact under a durable power of attorney agree to provide us with documentation that is in a form satisfactory to the Bank unless otherwise provided by applicable law, and to hold us harmless against any actions we have taken or your agent/attorney-in-fact has taken regarding your account prior to the revocation of such power. Subject to applicable law, we may refuse to honor any power of attorney. We have no duty to monitor or ensure that the acts of any agent/attorney-in-fact are for your use or benefit or are otherwise permissible under applicable law. We will not be liable if any agent/attorney-in-fact exceeds his or her powers or does not comply with applicable law. We may limit the time period for which we consider a power of attorney to be valid. At the Bank's discretion, we may require the power of attorney to be updated and we may refuse to honor a power of attorney with respect to any account on which you hold a fiduciary role such as a trustee on a trust account.

**Use of Your Account by Others** – If you provide your Electronic Identifier, Card, PIN or any other personal or security information to another person, or if you allow another person access to your account, then you will be responsible for all use of your Electronic Identifier, Card, PIN, and account by the person, even if that person's actions are different from what you intended.

**Waiver of Right to Notice of Dishonor** – If a deposited check is returned unpaid, we may present the check for payment again without giving you notice that the check was returned unpaid. We are not liable for any deposited check that is returned unpaid or otherwise dishonored.

**Re-issuance of Cashier's Checks** – If a cashier's check issued from your account is lost, stolen or destroyed, we may not replace it during the 90-day period after it was issued, in accordance with applicable law, unless you purchase an indemnity bond acceptable to us for the face value of the cashier's check before we reissue the cashier's check. If you purchase an indemnity bond, or you ask us to replace the cashier's check after the end of the 90-day period, we require you to complete a Bank affidavit describing the need for the replacement cashier's check and return the affidavit to us before we will re-issue the cashier's check. Affidavits other than the Bank's affidavit will not be accepted.

**Adjustments** – We may make adjustments to your account to reflect corrections or changes to your balances, rates, and fees. For example, an adjustment may occur if deposits or charges are posted for the wrong amount, posting is delayed, or items are returned unpaid for any reason. If an error or something else has caused an overstated balance, you agree to reimburse us for the overstated amount.

**Collection Costs** – If we ask an attorney who is not our salaried employee to collect any fees, negative balance, or other amounts owed on your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

**Security Interest; Right of Set-Off** – If you owe the Bank or any of the Bank's affiliates money and that money is due, you grant the Bank and the Bank's affiliates a security interest in your account and any account you have with the Bank's affiliates. You also grant the Bank the right, on its behalf and the behalf of the Bank's affiliates, to the maximum extent permitted by applicable law, to set-off the funds in your account and any other account of the Bank's affiliates, including, without limitation, charges and fees set forth in the Account Requirements and Service Charges section of the Agreement and Account Requirements owed to the Bank. You agree that the security interest you have granted the Bank by this Agreement is consensual and is in addition to the Bank's right of set-off. The Bank may exercise its rights of set-off and security interest without recourse to other collateral, if any. This applies even if the Bank's action causes you to lose interest, have checks drawn on your account returned, and incur any early withdrawal penalty or any other consequence. If the Bank exercises its right of set-off, it will notify you to the extent required by applicable law. Except to the extent prohibited by applicable law, the Bank may set-off all of the funds in your joint account to pay money owed to the Bank by any owner of a joint account, irrespective of who contributed the funds to the joint account. The Bank's right to set-off and its security interest may not apply to your account if your account is an IRA, the debt is created under the terms of a credit card agreement, or the right of set-off or the granting or exercise of security interest in your account is prohibited by applicable law.

## CONTACT INFORMATION

**Consent To Communications** – You consent to being contacted by the Bank using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice messages. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

**Contact Information Change** – You agree to tell us right away if you change your address, email address, or phone number(s). We will contact you at the address, email address or phone number in our records until we update our records with your new address, email address or phone number. You agree that we may also rely on third parties (for example, the U.S. Postal Service) to confirm and update contact information we have on file for you.

**Electronic Messages** – You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank using the Internet (for example, by such third party downloading spyware or malware or the like on your computer), telephone, or other electronic devices. The Bank is not responsible for any misdirected data or disclosures that occur as a result of your use of email, the Internet or any other method of communication.

**Telephone Monitoring** – For quality control, you allow us to listen to and/or record telephone calls between you and us.

## IMPORTANT INFORMATION ABOUT THIS AGREEMENT

**Assignment** – We may sell, assign, or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments, without prior notice to you. You may not sell, pledge, assign, or transfer any of your rights or duties under this Agreement or your account.

**Changes to This Agreement and Services** – We may add, delete or change any terms of this Agreement in our sole discretion and you will be bound by any additions, deletions or changes as soon as we make them. We may also add, delete, change, or suspend any features or functionality of any service at any time at our sole discretion. Your use of any new features or functionality will constitute your agreement to any terms and conditions governing the features or functionality. We will provide you with notice of any additions, deletions, changes or suspensions to this Agreement or any features or functionality as may be required by law.

**Enforceability** – If there is a conflict between the terms of this Agreement and any of the laws or regulations applicable to the Bank or your account, this Agreement will be changed to the extent necessary to comply with the laws and regulations. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

**Governing Law** – Except as provided in the Arbitration section, this Agreement and your account are governed by federal law and Utah state law, without regard to its conflicts of law principles, as well as any applicable operating circulars or clearing house rules, and the rules and regulations of the Bank's supervisory authorities. This Agreement has been accepted by us in Utah.

**Liability** – To the extent permitted by law, our liability to you with respect to any breach of this Agreement shall be limited to your actual and direct damages resulting from such breach. In no event shall the Bank be liable for any present or future indirect, consequential, special or punitive damages even if the Bank has first been advised of the possibility of such damages. You also agree to take all reasonable actions necessary to mitigate any potential or actual loss or damages.

**Waiver** – We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

**Notices** – Any notice that you send to the Bank will be effective when we actually receive it. Any notice that we send to you will be effective when we mail or email it to you at the address that we have on file for you. A notice to any one account owner will constitute a notice to all joint account owners.

## ELECTRONIC BANKING

This Electronic Banking section describes your rights under the Electronic Fund Transfer Act and applies to your use of your Card and the other transactions described below.

### Types of Electronic Fund Transfer Services

- **Online and Telephone Banking** – You may use our online and telephone services to make transfers between your accounts with us, and to transfer funds into or out of your account with us through the Automated Clearing House ("ACH") network, subject to any limitations we may impose. See Account to Account Transfers section above for more information. These services are not available for all account types, or for Trust or Estate accounts.
- **Direct Deposit** – You may have a third party electronically deposit funds (such as your paycheck or government benefits) into any account you own other than a CD or IRA.
- **ATM Access** – You may use your Card at ATMs that accept your Card (a Card is not available on IRA, Trust (except for the Grantor of a Revocable Trust who is also serving as a Trustee of the Trust) or Estate accounts and some of these services may not be available at all ATMs or terminals).  
With a Card, you may:
  - Withdraw cash from your accounts;
  - Transfer funds between your accounts; or
  - You may also use your Card to pay for purchases at merchants that honor your Card.
- **Electronic Check Conversion** – You may authorize a merchant or other payee to make a one-time electronic transfer from your account using information from your check to pay for purchases or pay for bills. We are not responsible if the merchant or other third party does not notify you that a transaction will be processed as an electronic transfer.

### Limitations on Electronic Fund Transfer Services

- **Non-Bank ATMs** – The use of your Card and/or access to any or all of your accounts at non-Bank ATMs may vary depending on the location and type of ATM you are using, the ATM network through which the transaction is being performed, or the policies of the ATM owner. A specific ATM or ATM network may not perform or permit all of the above listed transactions. Additionally, transactions at non-Bank ATMs may be subject to a surcharge assessed by the terminal owner or other restrictions that do not apply to the Bank.
- **Dollar Amount of Transfers** – For accounts that allow Card access, you may use your Card to withdraw up to the lower of your combined available account balances or \$1,010 daily from ATMs and you may also make purchases up to the lower of your combined available account balances or \$500 worth of goods or services daily when you use your Card or PIN for point-of-sale transactions. These limits are subject to change from time to time, subject to our providing you with notice as required by applicable law.
- **International Point-of-Sale Transactions** – You may not use an ATM card to make point-of-sale transactions outside of the U.S.
- **Other Limitations** – Applicable law limits your ability to make transfers from your savings and money market accounts as discussed in the Transaction Limitations sub-section of the High Yield Savings and Money Market Account section.

**Fees for Electronic Fund Transfer Services** – When you use an ATM not owned by us, you may be charged a fee (sometimes called a "surcharge") by the ATM operator (or network used), and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The fee or surcharge is imposed by the ATM or terminal owner or operator and is beyond the Bank's control. We will charge you a fee as set out in the Account Requirements and Service Charges section of the Agreement if you request a stop payment of a preauthorized recurring electronic funds transfer. We do not charge a fee for any other electronic fund transfer service. However, we reserve the right to add charges at any time and will notify you of any such charges as required by law.

**Your Liability for Unauthorized Transfers** – CONTACT US AND TELL US AT ONCE if you believe that your Card, PIN or Electronic Identifier has been lost, stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning us immediately at 1-866-226-5638 is the best way of minimizing your possible losses. You can also write to us at P.O. Box 669802, Dallas, TX 75266-0955, or for expedited courier service, 3000 Kellway Dr., Suite 120, Carrollton, TX 75006. You could lose all the money in your account if you take no action to notify us of the unauthorized transfer, or the loss of your Card, PIN or Electronic Identifier.

- You can be liable for no more than \$50 if someone uses your Card, PIN or Electronic Identifier without your permission if you tell us within 2 Business Days after you learn of the loss, theft or unauthorized use of your Card, PIN or Electronic Identifier.
- You could be liable for as much as \$500 if you do NOT tell us within 2 Business Days after you learn of the loss, theft, or unauthorized use of your Card, PIN or Electronic Identifier, and we can prove that we could have stopped someone from using your Card, PIN or Electronic Identifier without your permission if you had told us.
- Also, if your statement shows electronic transfers that you did not make, you need to notify us at once. If you do not notify us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had notified us in time. If extenuating circumstances (such as a long trip or a hospital stay) kept you from notifying us, we may extend the time period.

**Stop Payments on Preauthorized Transfers** – If you have told the Bank in advance to make regular transfers out of your account, you can stop any of these transfers. Here's how:

- Call us at 1-866-226-5638 or write to the Bank at P.O. Box 669802, Dallas, TX 75266-0955, or for expedited courier service, 3000 Kellway Dr., Suite 120, Carrollton, TX 75006 in time for us to receive your request 3 Business Days or more before the transfer is scheduled to be made.
- If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- If the regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be.
- We will charge you a fee for each stop payment order you give in the amount set forth in the Account Requirements and Service Charges section of the Agreement.

If you order the Bank to stop one of these payments 3 Business Days or more before the transfer is scheduled and the Bank does not do so, the Bank will be liable for your losses or damages.

**Error Resolution** – In the case of errors or questions about any of your electronic transfers, telephone us at 1-866-226-5638, or write to the Bank at P.O. Box 669802, Dallas, TX 75266-0955, or for expedited courier service, 3000 Kellway Dr. Suite 120, Carrollton, TX 75006 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available to you the FIRST statement on which the problem or error appeared. You must:

- Give your name and account number;
- Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question to us in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, it may take up to 45 days to investigate your complaint or question. If we need additional time to investigate, we will provide a provisional credit to your account within 10 Business Days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive the written correspondence within 10 Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will notify you of the results within 3 Business Days after we complete our investigation. If we determine that there was no error, we will send you a written explanation and may reverse any credit provided. You may ask for copies of the documents that we used in our investigation.

**Documentation** – You can get a receipt at the time you make any transfer to or from your account using one of our ATMs. You will get a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, you will get the statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can access our website or call us at 1-866-226-5638 to find out whether or not the deposit has been made.

**Liability for Failure to Complete Transactions** – If we do not complete an electronic transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages to the extent required by law. However, there are some exceptions and we will not be liable if:

- Through no fault of the Bank, you do not have sufficient available funds in your account to make the transaction;
- The ATM or terminal where you made the transaction did not have enough cash or other supplies;
- The ATM or terminal was not working properly and you knew about it when you started the transaction, or other equipment or software malfunctions occurred at the time you initiated the transaction;
- Circumstances beyond the Bank's control (such as power failure, fire or flood) prevent the transaction from occurring, despite reasonable precautions we have taken;
- The funds in your account are subject to legal process or other encumbrance restricting a transfer of funds from your designated account;
- Your Card or PIN has been reported lost or stolen or we have reason to believe that you or someone else is attempting to make a transfer for fraudulent or illegal purpose;
- You or we have terminated this Agreement; or
- Your Card or PIN has been canceled or your account has been closed.

There may be other exceptions stated in our Agreement with you.

**Confidentiality** – The Bank will disclose information to third parties about your account or the transfers you make:

- When it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- In order to comply with applicable law;
- If you give us your permission; or
- In accordance with the Bank's Privacy Policy.

## FUNDS AVAILABILITY

The Bank's policy is to delay the availability of funds from your electronic and check deposits that you make into your accounts. During the delay, you may not withdraw the funds in cash and the Bank will not use the funds to pay checks or any other withdrawal requests that you have made against your account. Even if we make funds available to you and you withdraw the funds, you will be responsible for any deposit that may be returned, rejected or uncollected by us.

**Determining the Availability of a Deposit** – The length of the delay is counted in Business Days from the day of your deposit. If the Bank receives your deposit with clear instructions regarding where to deposit the funds before 3:00 p.m. Eastern Time (ET) on a Business Day that the Bank is open, the Bank will consider that Business Day to be the day of your deposit. If the Bank receives your deposit with clear instructions regarding where to deposit the funds after 3:00 p.m. ET on a Business Day that the Bank is open or on any day the Bank is not open, the Bank may consider that your deposit was made on the next Business Day that the Bank is open. The length of the delay varies depending on the type of deposit as explained below.

**Same Day Availability** – Funds from the following types of deposits will be available on the Business Day we receive the deposit:

- ACH Direct Deposits (like payroll direct deposits or payments from other third parties to you) that are initiated by the person paying you;
- Funds transferred from another one of your Synchrony Bank accounts, so long as those funds were free of any holds when transferred; and
- Wire transfers.

**Next Day Availability** – Funds from the following types of deposits that you make will be available on the first Business Day after the Business Day of your deposit:

- U.S. Treasury Checks; and
- Checks drawn on Synchrony Bank.

If you make the deposit in person to a Bank employee at any branch the Bank may have, funds from the following types of deposits that you make will also be available on the first Business Day after the Business Day of your deposit:

- Cash;
- U.S. Postal Money Orders payable to you;
- Federal Reserve Bank checks payable to you;
- Federal Home Loan Bank checks payable to you;
- State and Local Government checks payable to you; and
- Cashier's, Certified, and Teller's checks payable to you.

If you do not make your deposit in person to a Bank employee at any branch the Bank may have (for example, if you mail the deposit), funds from these deposits will be made available on the second Business Day after the Business Day we receive your deposit.

**Other Deposits** – All other check deposits that we accept will be available on the second Business Day after the Business Day we receive your deposit. The lesser of: (a) the amount of the check(s); or (b) \$225 of your total check deposits will be made available on the first Business Day after the day of deposit. See New Account section below for rules about new accounts.

Funds from ACH deposit transactions that we originate for you will be available for withdrawal on the fifth Business Day after the deposit has been credited to your account if the deposit is the initial deposit to your account and on the third Business Days after the deposit has been credited to your account for subsequent deposits to your account. If you register your external account with us and complete the Bank's random payment verification process for that account, funds from all deposits from that registered external account will be available for withdrawal on the Business Day that we receive the deposit.

If the Bank cashes a check for you that is drawn on another bank, the Bank may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be made available to you at the time funds from the check that the Bank cashed would have been available if you had deposited it.

**Longer Delays May Apply** – Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The first \$225 of your deposit, however, may be available on the first Business Day after the Business Day we receive the deposit. The remaining funds will generally be available no later than the sixth Business Day after the Business Day we receive the deposit.

**New Account Rules – if you are a new customer (you do not have any pre-existing bank deposit accounts with the Bank), the following rules will apply during the first 30 days following the date of your first deposit:**

- Funds from checks deposited into the account of a new customer will be available on the sixth Business Day after the Business Day we receive the deposit.

## ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.**

- 1 **CLAIMS AND PARTIES.** If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you and us (including our parents, affiliates, agents, employees, officers, and assignees) that directly or indirectly arises from or relates to your account, your account Agreement or our relationship, except as noted below. In addition, any assignee, agent, or service provider of ours are intended beneficiaries of this Arbitration section and may enforce it in full (notwithstanding any state law to the contrary).
- 2 This Arbitration section broadly covers claims based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
- 3 Examples of claims subject to arbitration are disputes about an account transaction, fees, interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an application for an account, any product or service provided by us or third parties in connection with the Agreement or the servicing of your account by our assignees, service providers, or agents.
- 4 However, we will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.
- 5 Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration section or any part thereof. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide.
- 6 **NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY OTHER PARTY, AND YOU AGREE THAT NO OTHER PARTIES MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
- 7 **PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 669802, Dallas, TX 75266-0955, ATTN: BUSINESS CONTROL UNIT CONSUMER BANK. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org), or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.
- 8 The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
- 9 The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The parties will bear the fees and costs of their attorneys, witnesses and experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.
- 10 The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will always pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced.
- 11 **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
- 12 **SURVIVAL.** This Arbitration section shall survive the termination, cancellation or suspension of the Agreement or your account, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
- 13 **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.



**14 HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be mailed to Business Control Unit Consumer Bank, P.O. Box 669802, Dallas, TX 75266-0955. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

## ACCOUNT REQUIREMENTS AND SERVICE CHARGES

Effective March 03, 2023

Fees and other account requirements are subject to change from time to time. Please call Synchrony Bank toll-free at 1-866-226-5638 or visit the Bank's website at [www.synchronybank.com](http://www.synchronybank.com) to confirm current fees and account requirements or if you have any questions.

### SERVICE CHARGES

Outgoing Wire	\$25
Stop Payment	\$25
Overnight Check Fee	\$25



**SYNCHRONY BANK  
PRIVACY POLICY**

Rev. 3/17

<b>FACTS</b>	<b>WHAT DOES SYNCHRONY BANK DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ Account balances and transaction history</li> <li>▪ Overdraft history and account transactions</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Synchrony Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Synchrony Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 1-866-226-5638 or go to <a href="http://www.synchronybank.com">www.synchronybank.com</a>
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## What we do

<b>How does Synchrony Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Synchrony Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or deposit money</li> <li>▪ provide account information or give us your contact information</li> <li>▪ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliates include financial companies, such as Synchrony Financial and its subsidiaries, including Retail Finance Credit Services, LLC and CareCredit LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Synchrony Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Synchrony Bank doesn't jointly market.</i></li> </ul>

The above notice applies only to Deposit Accounts with Synchrony Bank and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

For helpful information about identity theft, visit the Federal Trade Commission's (FTC) consumer website at <https://www.identitytheft.gov/>.