

Green Pier Traditional Individual Retirement Account Custodial Agreement

(Under Section 408(a) of the Internal Revenue Code)
Form 5305-A (Rev. April 2017)

The Depositor whose name appears on the accompanying Application 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 has given the Depositor a disclosure statement required under Regulations Section 1.408-6.

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 \$7,500 per year for 2026. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$8,600 per year for 2026. For years after 2026, 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 Treasury Regulations 1.401(a)(9), 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 the Applicable Age. 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 balance of the account will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the distribution period in the uniform life table in Regulations section 1.401(a)(9)-9 or the Depositor's remaining life expectancy 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 balance of the account 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 balance of the account 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 the Applicable Age. 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 the Applicable Age, 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 uniform lifetime table in Regulations section 1.401(a)(9)-9 unless the age difference between the Depositor and Depositor's surviving spouse is greater than 10 then the value is divided by 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 this 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 the Applicable Age, 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 the Applicable Age 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 IRS and Depositor the reports prescribed by the IRS.

Article VI

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

Article VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the Depositor and the Custodian.

Article VIII

1. Definitions

The following definitions shall apply to terms used in this Agreement:

- (a) "Account" or "Custodial Account" means the Traditional IRA established hereunder for the benefit of the Depositor or following the death of the Depositor, the Beneficiary.
- (b) "Advisor" means an SEC Registered Investment Advisor registered under the Investment Advisors Act of 1940, and whom the Depositor has designated as such in a form acceptable to the Custodian.
- (c) "Agreement" means this Green Pier Traditional Individual Retirement Account Custodial Agreement and Disclosure Statement, including the information and provisions set forth in the Application, as may be amended from time to time.
- (d) "Application" shall mean the account application and the accompanying instructions, as may be amended from time to time, by which this Agreement is established between the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (e) "Applicable Age" shall mean the age in which the Depositor is required to begin minimum required distributions. For Depositor born before 7/1/1949 the age is 70 ½; after 6/30/1949 and before 1951 the age is 72; after 1950 and before 1960 the age is 73; and later than 1959 the age is 75.
- (e) "Authorized Agent" means the person or persons authorized by the Depositor in a form and manner acceptable to the Custodian to purchase or sell Funding Vehicles in the Account and to perform such other duties and responsibilities on behalf of the Depositor as set forth under this Agreement. The Custodian is entitled to assume without further inquiry that any instructions or directions executed through the Broker or Advisor originate from the Authorized Agent or the Depositor.
- (f) "Beneficiary" means the person(s) or estate (in which case the term may mean the personal representative acting in their fiduciary capacity) designated from time to time by the Depositor (or following the death of the Depositor, designated as such by a Beneficiary) to receive benefit by reason of the death of the Depositor, or the person(s) described in Article VIII, Section 8 of this Agreement, who would otherwise be entitled to receive such benefit.
- (g) "Broker" means either Green Pier Fintech LLC or another broker-dealer registered as such under the Securities Exchange Act of 1934 that clears securities transactions through Green Pier Fintech LLC or its successors and assigns ("Green Pier"), and whom the Depositor has designated as Broker in a form acceptable to the Custodian.
- (h) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (i) "Company" shall mean FMR LLC, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (j) "Conversion Amount," when made available by Green Pier, shall mean all or any part of a distribution from an IRA other than a Roth IRA (including an inactive SEP-IRA, SARSEP-IRA, or a SIMPLE IRA) deposited in a Roth IRA.
- (k) "Custodian" shall mean Fidelity Management Trust Company, or its successor(s) or affiliates. Custodian shall include any agent of the Custodian as duly appointed by the Custodian.
- (l) "Depositor" means the person for whom the Account has been established during such person's lifetime, or after such person's death, the Beneficiary. This term does not include a Beneficiary who establishes an inherited account with the Custodian after the death of the Depositor. Depositor includes a duly appointed Authorized Agent, as applicable.
- (m) "Funding Vehicles" shall include (i) shares of stock, trust certificates or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940; (ii) all marketable securities traded over the counter or on a recognized securities exchange, which are eligible for registration on the book entry system maintained by the Depository Guaranty Trust Company ("DTC") or its successors; (iii) if permitted by the Custodian, interest bearing accounts; and (iv) such other non-DTC eligible assets (but not including futures contracts), which are permitted to be acquired under a custodial account pursuant to Section 408 of the Code and which are acceptable to the Custodian. Notwithstanding the

above, the Custodian reserves the right to refuse to accept and hold any specific asset, including tax free investment vehicles. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee(s).

2. Broker and/or Advisor.

(a) *Appointment of Broker and/or Advisor.* As applicable, the Broker and/or Advisor shall be appointed by the Depositor (in a form and manner acceptable to the Custodian) as Depositor's agent to: (i) execute investment directions given by the Depositor under the terms of the Custodial Account, including the execution of purchase and sale orders, (ii) direct the Custodian to perform certain non-monetary transactions on the Depositor's behalf, as permitted by the Custodian, and (iii) perform such other duties and responsibilities as set forth under this Agreement, as amended from time to time. The duties and responsibilities conveyed on the Broker and/or Advisor through this Agreement shall be accepted by the Broker and/or Advisor upon the delivery by the Broker and/or Advisor of an instruction, direction, or inquiry to the Custodian with respect to the Account.

(b) *Roles and Responsibilities.* The Custodian is hereby authorized to accept instructions and directions of the Depositor (or following the death of the Depositor, the executor or administrator) through the Broker. The Custodian may rely, without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed by the Broker and/or Advisor as being made by the Depositor (or following the death of the Depositor, the executor or administrator).

In all cases, the Broker and/or Advisor, and not the Custodian, shall have the responsibility for delivering to the Depositor the Green Pier Traditional Individual Retirement Account Custodial Agreement and Disclosure Statement as well as all confirmations, statements, notices, proxies, and prospectuses and disclosure documents delivered to the Broker and/or Advisor relating to such Funding Vehicles. To the extent that the Custodian delivers, or causes to be delivered, via electronic means or other means to the Broker and/or Advisor materials or information with respect to the Account, any such communications delivered to the Broker and/or Advisor shall be deemed to have been delivered to the Depositor. The Depositor agrees to hold the Custodian and the Company harmless from and against any losses, cost, or expenses arising in connection with the delivery or receipt of any such communication(s), provided the Custodian has acted in accordance with the above.

3. Contributions.

Contributions to the Account may be invested only in Funding Vehicles and shall be invested as described below. Notwithstanding anything to the contrary, in the event your Broker terminates its clearing agreement with Green Pier to execute and clear securities transactions for the Account, the Custodian reserves the right to limit the purchase of additional Funding Vehicles in the Account until the Depositor designates another Broker that maintains a clearing agreement with Green Pier or transfers the assets from the Account to another account. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset, including tax-free investment vehicles. Contributions shall be invested as follows:

(a) *General.* The Depositor shall designate each annual IRA contribution in a form and manner acceptable to the Custodian.

(b) *Investment of Contributions.* Contributions to the Account (including transfers of assets when made available by Green Pier) will be invested in accordance with the Depositor's instructions received in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus/disclosure document, if any, for any Funding Vehicles in which the Depositor directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 19. All Funding Vehicles in the Custodial Account shall be held in the name of the Custodian or its nominee(s).

(c) *Initial Contribution.* The Custodian will invest all contributions (including transfers of assets) promptly after their receipt, as set forth herein; provided, however, that the Custodian shall not be obligated to invest the Depositor's initial contribution (or the Beneficiary's initial transfer of assets), until at least seven (7) calendar days have elapsed from the date the Custodian, or its agent, accepts the Application. The Depositor shall be deemed to have received a copy of the Disclosure Statement that accompanies this Agreement unless a request for the Disclosure Statement is made to the Custodian within seven (7) calendar days following acceptance by or on behalf of the Custodian of your Account as evidenced by notification to the Depositor.

(d) *Incomplete or Unclear Instructions.* If the Account at any time contains an amount as to which investment instructions in accordance with this Section 3 have not been received by the Custodian, or if the Custodian receives instructions as to an investment selection or allocation that are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions from the Depositor (or the Authorized

Agent, Beneficiary, executor, or administrator). Pending receipt of such instructions, any cash will be placed in a core position as described in your customer account agreement. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions.

(e) *Minimum Investment.* Any other provision herein to the contrary notwithstanding, the Depositor may not direct that any part or all of the Account be invested in Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.

(f) *No Duty.* The Custodian shall not have any duty to question the directions of the Depositor (or the Broker or the Advisor) in the investment of the Depositor's Account or to advise the Depositor regarding the purchase, retention/ withdrawal, or sale of assets credited to the Account. The Custodian, or any of its affiliates, successors, agents, or assigns shall not be liable for any loss that results from the Depositor's exercise of control (whether by his or her action or inaction) over the Account, or any loss that results from any directions received from the Depositor or their Authorized Agent with respect to assets in the Account.

4. Contributions by Divorced or Separated Spouses.

Taxable alimony and separate maintenance payments received by a divorced or separated spouse under a divorce or separation agreement executed prior to January 1, 2019, are considered compensation for purposes of computing the maximum annual contribution to the Account, but alimony and separate maintenance payments executed on or after January 1, 2019, are not considered compensation for IRA contribution purposes.

5. Contribution Deadlines.

The following contribution deadlines generally apply to certain transactions within your Account. The Custodian will not be responsible under any circumstances for the timing, purpose or propriety of any contribution nor shall the Custodian incur any liability for any tax, penalty, or loss imposed on account of any contribution.

(a) *Contributions.* The last day to make annual contributions (including catch-up contributions) for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Depositor (or the Depositor's Authorized Agent) designates, in a form and manner acceptable to the Custodian, the contribution as a contribution for such taxable year.

(b) *Recharacterizations.* When made available by Green Pier, a contribution that constitutes a recharacterization of a prior IRA or Roth IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income tax return (including extensions) for such tax year or such later date as authorized by the IRS.

6. Rollover Contributions.

The Depositor cannot make a rollover contribution until the Custodian's agent, Green Pier, adds a rollover service, at such time in Green Pier's absolute discretion. After Green Pier adds the rollover service, the Custodian will accept for the Depositor's Account a rollover contribution(s) which consists of cash, in a form and manner acceptable to the Custodian, and the Custodian may, but shall be under no obligation, to accept all or any part of any other property permitted as an investment under Code Section 408 that can be held by Green Pier. The Depositor shall designate each IRA rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3), and/or 457(e)(16) of the Code. The Depositor shall provide any information the Custodian may require to properly allocate rollover contributions to the Account. Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 3c. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 3; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Account in accordance with Article VIII, Section 19. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any rollover from another trustee or custodian that is due to circumstances reasonably beyond the control of the Custodian. It shall be the Depositor's responsibility to ensure that any minimum distribution required by Sections 401(a)(9) and 408(a)(6) of the Code and applicable regulations is made prior to giving the Custodian such rollover instructions.

7. Reinvestment of Earnings.

In the absence of instructions pursuant to Section 3, distributions of every nature, which are received in respect of the assets in a Depositor's Account shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's instructions pursuant to Section 3.

8. Designation of Beneficiary.

A Depositor may designate a Beneficiary as follows:

(a) *General.* A Depositor may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation, or change, or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian and provided, further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 10 and 11 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control, except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a primary and/or contingent Beneficiary in accordance with the preceding sentence, or if no designated Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, the Depositor's Beneficiary shall be his or her estate. If the Depositor designates more than one primary or contingent beneficiary but does not specify percentages to which such beneficiary is entitled, payment will be made to the surviving beneficiary(ies) in equal shares. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Depositor's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive.

Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary or contingent Beneficiary(ies), as applicable. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor.

If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Account, his or her remaining interest in the Account shall be paid to such person(s) (including an estate) designated by such Beneficiary as his or her successor Beneficiary in a form and manner acceptable to, and filed with the Custodian; provided, however, that such designation must be received and accepted by the Custodian no later than thirty (30) days after the Custodian receives notice of the death of such Beneficiary, and provided further that the latest such designation shall control. If no proper designation has been made by such Beneficiary, in accordance with the preceding sentence, distributions will be made to such Beneficiary's estate.

Notwithstanding any provision of this Agreement to the contrary, for purposes of required minimum distributions to the inheritor, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Notwithstanding any provision of this Agreement to the contrary, and unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor, but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

(b) *Minor.* If a distribution upon the death of the Depositor is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person; (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person; (iii) a Custodial Account established under a Uniform Transfers to Minors Act or similar act; (iv) any person having control or custody of such person; or (v) to such person directly.

Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the

provisions of the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Transfers to Minors Act.

(c) *Simultaneous Death.* If the Depositor and a Beneficiary die under circumstances where, in the opinion of the Custodian, it is difficult or impossible to determine who predeceased the other, then subject to contrary language otherwise provided in the Depositor's Beneficiary Designation, the Custodian may presume conclusively that the Beneficiary predeceased the Depositor.

(d) *Judicial Determination.* Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination that shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Account in accordance with Article VIII, Section 19.

(e) *No Duty.* The Custodian shall not have any duty to question the directions of the Depositor as to the time(s) and amount(s) of distributions from the Account, or to advise him or her regarding the compliance of such distributions with Section 401(a)(9), Section 408(a)(6), Section 2056(b)(7) or Section 2056A of the Code and related regulations.

9. [Intentionally left blank]

10. Transfers to or from the Account.

The Depositor cannot transfer assets into the Account until the Custodian's agent, Green Pier, adds a transfer of assets service ("TOA"), at such time in Green Pier's absolute discretion. After Green Pier adds the TOA, assets held on behalf of the Depositor in another IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Account for the Depositor under this Agreement. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. The Depositor shall be responsible for ensuring that any transfer of another IRA by the trustee or custodian thereof directly to the Custodian is in compliance with the terms and conditions of the instrument governing the IRA of the transferor trustee or custodian, the Code and any related rules, regulations and guidance issued by the Internal Revenue Service.

The Depositor cannot transfer assets out of the Account directly to a trustee or custodian of another IRA until the Custodian's agent, Green Pier, adds a TOA, at such time in Green Pier's absolute discretion. After Green Pier adds the TOA, assets held on behalf of the Depositor in the Account may be transferred directly to a trustee or custodian of another IRA established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian; provided, however, that it shall be the Depositor's (or following the death of the Depositor, the Beneficiary's) responsibility to ensure that the transfer is permissible and satisfies the requirements of the Code and any related rules, regulations, and guidance issued by the Internal Revenue Service, including Code Sections 408(a)(6) and 401(a)(9) and other applicable regulations.

11. Distributions from the Account.

Distributions from the Account will be made only upon the request of the Depositor or Authorized Agent in such form and in such manner as is acceptable to the Custodian, and will generally be included in the recipient's gross income to the extent required by law.

For required minimum distributions, life expectancy and joint life and last survivor expectancy tables (including uniform life table) shall be calculated based on information provided by the Depositor and/or Beneficiary using any applicable distribution period prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with such distributions unless otherwise required to do so by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor, and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in such calculations as a result of its reliance on information provided by the Depositor. Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a required minimum distribution, absent a specific written direction from the Depositor to do so in a form and manner acceptable to the Custodian, and the Custodian may rely, and shall be fully protected in so relying upon any such written direction. Notwithstanding the above and Section 18 below, the Custodian is authorized to make a distribution absent the Depositor's direction if instructed to do so pursuant to a levy, or a court order of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall, in any event, incur any liability for acting in

accordance with such levy or court order, or with the procedures for resignation or removal in Section 24 below. The Custodian will not, under any circumstances, be responsible for the timing, purpose or propriety of any distribution made hereunder nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any distribution, or failure to make a distribution.

12. Conversion of Distributions from the Account.

The Depositor cannot convert any distributions from the Account for deposit into a Roth IRA until the Custodian's agent, Green Pier, adds a conversion service, at such time in Green Pier's absolute discretion. After Green Pier adds a conversion service, generally, the Depositor may convert any or all distributions from the Account, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or the Depositor's Authorized Agent) shall designate in a form and manner acceptable to the Custodian each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed Conversion Amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3) and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one rollover per year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

13. Recharacterization of Contributions.

The Depositor cannot recharacterize any annual contributions held on behalf of the Depositor in another IRA until the Custodian's agent, Green Pier, offers a recharacterization service, at such time in Green Pier's absolute discretion. After Green Pier adds a recharacterization service, annual contributions held on behalf of the Depositor in a Roth IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Account for the Depositor under this Agreement. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

The Depositor cannot recharacterize any annual contributions held on behalf of the Depositor in the Account until the Custodian's agent, Green Pier, offers a recharacterization service, at such time in Green Pier's absolute discretion. After Green Pier adds a recharacterization service, annual contributions in the Account may be recharacterized via a trustee-to-trustee transfer to a trustee or custodian of a Roth IRA established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian.

It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

A contribution that constitutes a recharacterization of a prior contribution must be made by the deadline for filing the Depositor's income tax return for the year the contribution relates or such later date as authorized by the IRS.

14. Actions in the Absence of Specific Instructions.

If the Custodian receives no response to communications sent to the Depositor at the Depositor's last known address, including an electronic address, as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor. Any determinations so made shall be binding on all persons having or claiming any interest under the Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action or inaction taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

15. Instructions, Notices, and Communications.

All instructions, notices, or communications, whether delivered electronically or otherwise, required to be given by the Custodian to the Depositor shall be deemed to have been given when delivered or provided to either the Broker or to the last known address, including an electronic address, in the records of the Custodian. All instructions, notices, or communications, whether delivered electronically or otherwise, required to be given by

the Depositor to the Custodian shall be provided electronically or mailed, and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

16. Effect of Instructions, Notices, and Communications.

(a) *General.* The Custodian shall be entitled to rely conclusively upon and shall be fully protected in any action or non-action taken in good faith reliance upon, any instructions, notices, communications, or instruments, electronic or otherwise, believed to have been genuine and properly executed. Any such notification may be proven by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, email, electronic record, electronic commerce, or electronic imaging. For this purpose, the Custodian may (but is not required to) give the same effect to either a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction.

(b) *Incomplete or Unclear Instructions.* Under this Agreement, the Depositor hereby appoints the Broker or Advisor as his or her agent to instruct the Custodian to effect transactions, or to provide information with regard to such matters, on behalf of the Depositor relating to the Account in a manner acceptable to the Custodian. If the Custodian receives instructions or other information relating to the Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request other instructions or information from the Depositor. Pending receipt of any such other instructions or information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such other instructions or information from a Depositor relating to the Account or to otherwise advise the Depositor regarding any matter relating thereto.

17. Tax Matters.

(a) *General.* Neither the Custodian nor the Company nor any affiliate or other Fidelity Investments company provides tax or legal advice. Depositors and Beneficiaries are strongly encouraged to consult with their attorney or tax advisor with regard to the Account. The Custodian shall cause required reports to be submitted to the Internal Revenue Service and to the Depositor; provided, however, the Depositor shall prepare any return or report required in connection with maintaining the Account, or as a result of liability incurred by the Account for tax on unrelated business taxable income, or windfall profits tax.

(b) *Annual Report.* As required by the Internal Revenue Service, the Custodian shall deliver, or cause to be delivered, to the Depositor a report(s) of certain transactions effected in the Account and the fair market value of the assets of the Account as of the close of the prior calendar year. Unless the Depositor sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor shall be deemed to have approved of such report, and the Custodian and the Company, and their affiliates, officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.

(c) *Tax Withholding.* Any distributions from the Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Account may be made net of any voluntary tax withholding requested by the Depositor. The Custodian shall be under no duty to withhold any excise penalty that may be due as a result of any transaction within the Custodial Account.

18. Spendthrift Provision.

Subject to Section 11 above, any interest in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor or by operation of law; nor shall any interest of a Depositor be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy, except as required by law. However, this Section shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Account. Commencement of any such legal action or proceeding or defense of such legal action or proceeding shall be the sole responsibility of the Depositor unless otherwise agreed upon by the Custodian and Depositor, and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor and his or her former spouse pursuant to which the transfer of an interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a court to be the property of such former spouse shall be transferred to a separate account for the benefit of such former spouse, in accordance with the requirements of the Code. In the event the Custodian is directed to distribute assets from

the Account pursuant to a levy or court order, the Custodian shall distribute such assets in accordance with such levy or order and Section 11 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. Fees and Expenses.

(a) All expenses incurred in connection with the administration of the Account (including, without limitation, brokerage commissions, fees for legal services, taxes levied or assessed, or expense of a rollover contribution) and such other reasonable compensation to the Custodian as may be established by the Custodian, may be paid from the Account by the Custodian. Alternatively, but only with the consent of the Custodian, certain fees and expenses may be paid directly to the Custodian by the Depositor separately.

(b) All annual fees for a calendar year shall be due and payable when invoiced. The Custodian may charge any annual fees previously disclosed without any further notification to the Depositor. In the event that the Account is terminated or transferred, any termination, transfer or other outstanding fee shall be due and payable on the date of the termination or transfer.

(c) The Broker (including Green Pier) and/or Advisor may charge fees in addition to or in lieu of those fees described herein. Fees and expenses from a Broker and/or Advisor (including but not limited to investment advisory fees from an Investment Advisor and/or monthly or other fees from the Broker) may be paid from the Account or debited from a linked bank account as described in the applicable customer account agreement or other applicable document. The Custodian shall not incur any liability for executing such direction. The determination of whether any fees paid to the Advisor or Broker are reasonable and appropriate shall be the sole responsibility of the Depositor, and the Custodian shall not incur any liability for the payment of fees to the Advisor or Broker from assets of the Account. The Custodian shall be entitled to rely conclusively upon and shall be fully protected in any action or inaction taken in full faith reliance upon any such fee disbursement direction.

(d) Whenever it is necessary to sell assets or withdraw funds in order to pay fees or expenses in accordance with this Section 19, the Custodian may liquidate any or all of the assets held in the Account to make withdrawals, distributions or transfers or pay fees, expense liabilities, charges or taxes assessed against the Account. The Custodian is not obligated to liquidate assets and is not responsible for any tax liabilities if assets are liquidated or if they are not liquidated. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

20. Voting with Respect to Securities.

The Custodian shall deliver to the Depositor through the Broker, or directly to the Depositor, all prospectuses and proxies that may come into the Custodian's possession by reason of its holding Funding Vehicles in the Custodial Account. The Depositor may direct the Custodian as to the manner in which any Funding Vehicles held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation that issued such securities, or of holders of interest in the corporation that issued such Funding Vehicles. All such directions shall be in a form and manner acceptable to the Custodian and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those Funding Vehicles with respect to which it has received timely directions from the Depositor.

21. Limitations on Custodial Liability and Indemnification.

The Depositor and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or non-action taken pursuant to the Depositor's direction. The Depositor who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment.

To the fullest extent permitted by law, the Depositor shall at all times fully indemnify and save harmless the Custodian, the Company, and their agents, affiliates, successors, and assigns and their officers, directors, and employees, from any and all liability arising from the Depositor's direction under this Account, or from the Broker's execution of such direction, and from any and all other liability whatsoever that may arise in connection with this Agreement, except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

22. Delegation to Agents.

The Custodian may delegate to one or more companies the performance of recordkeeping and other ministerial services in connection with the Account, for a reasonable fee to be borne by the Custodian and not by the Account. Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian (or its successor) serves as Custodian or otherwise deems appropriate.

Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor, the Custodian may, in its discretion, establish procedures pursuant to which the Depositor may delegate, in a form and manner acceptable to the Custodian, to a third party any or all of the Depositor's powers and duties hereunder. Any such third party to whom the Depositor has so delegated powers and duties shall be treated as the Depositor for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

23. Amendment of Agreement.

The Custodian may amend this Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Internal Revenue Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Depositor at his or her last known address, including an electronic address, as shown in the records of the Custodian, a copy of such amendment, or a restatement of this Custodial Agreement. The Depositor shall be deemed to consent to any such amendment(s) unless he or she objects thereto by sending notice to the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor to terminate this Custodial Account and distribute or transfer the proceeds, as so directed by the Depositor.

24. Resignation or Removal of Custodian.

The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days notice to the Depositor. Upon the removal or resignation of the Custodian, the Custodian may obtain the direction and authorization to appoint a successor Custodian from the Depositor (or, following the death of the Depositor, the Beneficiary) by advance notice of the successor custodian's appointment and negative consent; provided that any successor custodian shall satisfy the requirements of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Account to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Account, or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority of the Custodian pursuant to this Agreement. If no successor custodian is appointed, the Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor.

25. Termination of the Account.

The Depositor may terminate the Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another individual retirement account (within the meaning of Section 408 of the Code) or other retirement plan designated by the Depositor. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's intention to terminate the Account is received by the Custodian and the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then the assets of the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor.

26. Governing Law.

This Agreement, and the duties and obligations of the Company and the Custodian under this Agreement, shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute. No provision of this Agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of ERISA or the Code or any related rules, regulations, or guidance.

27. When Effective.

This Agreement shall not become effective until the acceptance of the Application by or on behalf of the Custodian, as evidenced by a notice to the Depositor.

28. Disclosure.

The provisions in this Article IX have not been reviewed or pre-approved by the IRS.

Clearing, custody, or other brokerage services may be provided by Green Pier Fintech LLC, Member FINRA, SIPC

Green Pier Traditional IRA Disclosure Statement

Your IRA Custodial Agreement governs your IRA. Articles I-VII of the Custodial Agreement contain IRS-approved language last updated in 2017. This Disclosure Statement supplements your IRA Custodial Agreement to reflect changes in law and IRS guidance through 2025 and includes explanations of rules applicable for tax year 2026. In the event of a conflict between your Custodial Agreement and this Disclosure Statement, the terms of your Custodial Agreement will govern for the purpose of maintaining the IRA's tax-qualified status.

The following information is generally applicable for tax years beginning after December 31, 2025. All applicable limits prior to 2026 can be found on the IRS website, or in IRS Publication 590A.

The applicable limits included here, including the cost of living adjustments ("COLA") to such limits, reflect calendar year 2026 limits. Many of the limits included herein may be adjusted in future years based on COLA adjustments announced by the IRS. Consult the IRS website or your tax advisor for information on IRA limits.

This Disclosure Statement is provided to you in accordance with the requirements of the Internal Revenue Code (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Green Pier Traditional Individual Retirement Account ("Traditional IRA"). This Traditional IRA is a custodial account (the "Account") created to provide for the Depositor's support and retirement and, following the death of the Depositor, for the support of the Depositor's Beneficiary(ies). Interests in the Account are nonforfeitable.

The terms used in this Disclosure Statement have the meaning set forth in Article VIII of the Custodial Agreement for this Traditional IRA unless a different meaning is clearly required by the context. Except as clearly indicated otherwise or as clearly required by the context, "you" and "your" refer to the Depositor for whose benefit the Account is originally established and following the death of the Depositor, "you" or "your" refers to the Beneficiary. **Neither the Custodian nor the Company nor any affiliate or agent thereof provides tax or legal advice. You are strongly encouraged to seek competent tax or legal advice for any and all matters regarding this Account, as such matters may result in adverse tax consequences and/or penalties.**

Right to Revoke. If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this Account, you may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven (7) calendar days after the acceptance of the Application by or on behalf of the Custodian. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the address below within seven (7) calendar days following acceptance by the Custodian of your Roth IRA as evidenced by notification by or on behalf of the Custodian. Your revocation request must be delivered to the Custodian's representative at the following address:

service@greenpier.com, or
Green Pier Fintech LLC
88 Black Falcon Ave, Suite 167
Boston, MA 02210

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking the Account, please call your Broker or Advisor.

Types of Accounts

The following account types are available under the Green Pier Traditional IRA Custodial Agreement and Disclosure Statement.

Accounts for Depositors.

Traditional IRA and Rollover IRA. If you have "compensation," you may make annual contributions of up to the maximum amount allowed under current law to a Traditional IRA for a taxable year. Some or all of your contribution may be deductible depending on your (and your spouse's) circumstances and "adjusted gross income." Any earnings on your contributions may grow tax deferred until distributed from your Traditional IRA. If you and your spouse file a joint federal income tax return and meet certain requirements, you may make an IRA contribution to a separate IRA established for the exclusive benefit of your spouse, even if your spouse has not received compensation during the taxable year. If you retire or change jobs, you may be eligible for a distribution from your employer's retirement plan. When Green Pier provides a rollover service, eligible rollover distributions from certain plans may generally be rolled over tax-free to a Traditional IRA or Rollover IRA, and can continue to grow tax-deferred until distributed.

Accounts for Beneficiaries.

Inherited IRA. If you are a beneficiary who inherits from a deceased Depositor (or a deceased Beneficiary) a Traditional IRA, Rollover IRA, SEP IRA, or SIMPLE IRA, you may maintain the tax deferred status of those inherited assets in an Inherited IRA. You will need to notify Green Pier regarding the death. Contributions are not permitted to be made to an Inherited IRA. A beneficiary of an Inherited IRA is generally required to take annual minimum distributions from the account over a 10-year period unless you meet the criteria of an Eligible Designated Beneficiary.

NOTE:

"Compensation" generally includes wages, salaries, tips, professional fees, bonuses, and other amounts received for providing personal services. It also includes commissions, self-employment income, nontaxable combat pay, military differential pay, taxable alimony and separate maintenance payments received under a divorce or separation agreement executed prior to January 1, 2019, and taxable non-tuition fellowship and stipend payments. Compensation does not include earnings and profits from property, interest and dividend income, capital gains and rents, pension and annuity income, deferred compensation, income from certain partnerships, or any amount excluded from gross income.

"Modified Adjusted Gross Income" ("Modified AGI") is generally determined based on your adjusted gross income on your tax returns but disregarding any income resulting from conversion of an IRA or rollover from a qualified retirement plan, and adding back Traditional IRA deductions, interest paid on education loans, interest from qualified savings bonds, employer-paid adoption expenses, and certain exclusions from income for U.S. residents and citizens living abroad.

Account Information

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Designation of Beneficiary.

You should designate a Beneficiary(ies) to receive the balance of your Account upon your death. A Beneficiary(ies) must be designated on your Application, or in another form and manner acceptable to the Custodian. If you are a Beneficiary and you maintain an Inherited Traditional IRA, you should designate a Successor Beneficiary in a form and manner acceptable to the Custodian. The assets remaining in your Account will be distributed upon your death to the Beneficiary(ies) or Successor Beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Green Pier Traditional IRA Custodial Agreement. Please refer to Article VIII, Section 8 of your Custodial Agreement ("Designation of Beneficiary") for more information. If a Beneficiary you designate is not a U.S. citizen or other U.S. Person (including a resident alien individual) at the time of your death, distribution options from the Account and the tax treatment of such distributions may be more restrictive.

Role of the Broker and Advisor.

Your Broker is the firm that clears securities transactions through Green Pier Fintech LLC ("Green Pier"). Your Broker may be Green Pier or a different broker-dealer registered as such under the Securities Exchange Act of 1934. Your Advisor is a Registered Investment Advisor registered under the Investment Advisors Act of 1940. If you appointed your Broker and/or Advisor as your agent in the customer account agreement or other applicable document, the Custodian will accept instructions and directions with respect to your Account from your Broker and/or Advisor as though they were made by you personally. Your Broker may inform you regarding the investments in your Account, and transactions pertaining to your IRA must generally be executed through your Broker, unless an automated telephone or electronic commerce service that may be made available through the Custodian is used. Your Broker generally receives compensation for performing these services. It is your responsibility to determine whether any fees payable to your Broker and/or Advisor are reasonable in light of the services your Broker and/or Advisor provides to You. You can appoint a new Broker at any time on a form acceptable to and filed with the Custodian. Please refer to Article VIII of your Custodial Agreement ("Broker and/or Advisor") for more information.

Investment of Account.

The assets in your Account will be invested in accordance with instructions communicated from you (or your Authorized Agent, if any). You should read any publicly available information (e.g., prospectuses, annual reports, etc.), which would enable you to make an informed investment decision, and take into account your overall investment portfolio, your tolerance for risk, the time frame of your investments, and the various tax

consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary. If no investment instructions are received from you, or if the instructions received are, in the opinion of the Custodian, incomplete or unclear, or might result in an erroneous transaction, you may be requested to provide further instructions or other information. In the absence of such instructions or information, all or a part of your investment will be placed in your core position as described in the customer account agreement.

No part of your Account may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. Notwithstanding anything herein to the contrary, in the event your Broker terminates its Clearing Arrangement with Green Pier Fintech LLC ("Green Pier") or its successors and assigns, the Custodian reserves the right to limit the purchase of additional Funding Vehicles in your Account until you designate another Broker that clears its securities transactions through Green Pier or you transfer your assets from this Account to another account.

Contributions

The following information about Contributions applies to IRA Depositors only. It does not apply to a Beneficiary (or successor Beneficiary) or to an Inherited IRA.

Types of Contributions.

Annual Contributions. You may make annual contributions to your Traditional IRA anytime up to and including the due date, not including extensions, for filing your tax return for the year for which the contribution is made (generally April 15th). Annual contributions may be made to your IRA for a given tax year as long as your income falls under the eligibility limit for annual contributions and you have eligible compensation. You may make annual contributions to your spouse's IRA for a given tax year as long as you meet the criteria above and the combined eligible compensation of both spouses for the year is at least two times the IRA contribution limit. Contributions (other than rollover contributions described below) must be made in cash and not in-kind. Contributions (other than rollover, recharacterized or conversion contributions) must be made in cash and not in-kind.

Catch-Up Contributions. If you are age 50 at any time during the year in which your contribution relates, you may make a "catch-up" contribution to your IRA in addition to the annual contribution. It is your responsibility to ensure that you meet the requirements for making a catch-up contribution, and for ensuring that you do not exceed the limits as applicable.

Eligible Rollover Contributions. *When Green Pier provides a rollover service,* certain distributions from employer-sponsored plans (for example, 401(a), 403(b), and 457 governmental plans) may be eligible for rollover into your IRA. Once the rollover service is available, eligible rollover distributions may be made in cash in a form and manner acceptable to the Custodian or, if permitted by the Custodian, via an in-kind transfer of securities. Until such time as Green Pier adds a rollover service, the Custodian will not accept rollover checks for deposit. Strict limitations apply to rollovers, and you should seek competent tax advice regarding these restrictions. To avoid mandatory federal income tax withholding of 20% of a distribution from an employer plan, and to preserve the tax-deferred status of an eligible distribution, you can roll over your eligible distribution directly to an IRA. If you choose to have the distribution made payable to you, you will be subject to mandatory federal income tax withholding at the rate of 20%. You may still reinvest up to 100% of the total amount of your distribution that is eligible for rollover in a Rollover IRA by replacing the 20% which was withheld for taxes with other assets you own within 60 days of your receipt of the distribution.

Sixty-Day Rollover Contributions. *When Green Pier provides a rollover service,* you may be able to rollover a distribution if you have taken a distribution of all or part of your assets from your IRA. You may take the property and make a rollover contribution of the same property into the same IRA, another IRA, Individual Retirement Annuity, or other eligible retirement plan, provided the rollover contribution is made within 60 days of your receipt of the distribution. This rollover treatment does not require you to include the distribution in your ordinary income if the rollover contribution is made within the 60-day period, and it allows you to maintain the tax-deferred status of these assets. A 60-day rollover can be made from an IRA once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence, which does not materialize, can be returned or rolled over to an IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once every 12 months rule" mentioned above. Under certain circumstances, the 60-day rollover requirement may be waived, if IRS requirements are met. Until such time as Green Pier adds a rollover service, the Custodian will not accept rollover checks.

Direct Rollovers by Non-Spouse Beneficiaries to Inherited Traditional IRAs. *When Green Pier provides a rollover*

service, an eligible non-spouse Beneficiary may directly roll over a decedent’s interest in a qualified plan, 403(b) plan, or governmental 457(b) plan to an inherited IRA. The distribution must be directly rolled over (via trustee-to-trustee transfer) to the inherited IRA. Entity beneficiaries are not eligible to roll over to an inherited IRA; trust beneficiaries may only directly roll over inherited plan assets to an inherited IRA if the trust meets certain “look through” trust requirements. Current or past minimum distribution amounts required under the plan’s terms may not be rolled over.

Excess or Misdirected Contributions. Contributions (including an improper rollover) which exceed the allowable maximum per year are considered excess contributions. An excise tax of 6% of the excess amount contributed will be incurred for each year in which the excess contribution remains in your IRA. You may correct an excess contribution and avoid the 6% excise tax for that year by withdrawing the excess contribution and its earnings, if any, on or before the due date, including extensions, for filing your tax return for the year in which you made the excess contribution. The IRS grants to taxpayers who file their taxes by the April 15 deadline a six-month extension of time to remove an excess contribution for the tax year covered by that filing. If you correct an excess or misdirected contribution by having it returned to you by your tax filing deadline, including extensions, it will not be considered a premature distribution nor be taxed as ordinary income; however, any earnings withdrawn will be taxed as ordinary income to you. Alternatively, excess contributions in one year may be carried forward and reported in the next year to the extent that the excess, when aggregated with your IRA contribution(s) (if any) for the subsequent year, does not exceed the maximum amount for that year. The 6% excise tax is imposed on excess contributions for each year they remain in the account and are not able to be applied as current-year contributions.

Recharacterized Contributions. When Green Pier offers a recharacterization service, you may elect, in a form and manner acceptable to the Custodian, to transfer (“recharacterize”) via a trustee- to-trustee transfer of assets any annual contribution in your IRA (the “Initial IRA”), to another IRA (“the Second IRA”), or vice versa. Any net income attributable to a contribution that is recharacterized must be transferred to the Second IRA. The election to recharacterize any contribution and the trustee-to-trustee transfer must be completed on or before the due date (generally April 15), including extensions, for filing your federal income tax return for the year for which the contribution to the Initial IRA relates. The amount(s) that is recharacterized is treated as having been originally contributed to the Second IRA on the same date and for the same taxable year that the amount was contributed to your Initial IRA. You, as Depositor, are strongly encouraged to consult a tax advisor before initiating any recharacterization or reconversion.

Annual IRA Contribution Limits.

General. You may make contributions to an IRA for any tax year in which you have taxable compensation, regardless of your age. Contributions cannot be made to an Inherited IRA.

You may make annual IRA contributions of up to the lesser of 100% of your compensation, or the maximum amount allowed under current law. The maximum annual contribution limit for your IRA is reduced by the amount of any contributions you make to any other IRAs, including Roth IRAs, but excluding any employer contributions, such as salary deferral contributions made to a SARSEP-IRA or a SIMPLE IRA, for the particular tax year. If you are at least age 50 by December 31 of the tax year to which the contribution relates, you may make an additional “catch-up” contribution. The maximum annual contribution limits for aggregate IRA and Roth IRA contributions:

Tax Year	Annual IRA Contribution Limit	Annual “Catch-Up” Contribution for Depositor at Age 50 or Older	Total Annual Contribution Limit for Depositors Age 50 or Older (including Catch-Up)
2025	\$7,000*	\$1,000	\$8,000
2026	\$7,500*	\$1,100	\$8,600

*In future years, the maximum annual IRA contribution limit will be indexed for cost-of-living in \$500 increments.

Deductibility of Annual IRA Contributions.

Married Taxpayers. If you are married and file a joint tax return with your spouse, and neither of you is considered an active participant in an employer-sponsored retirement plan, you and your spouse may each make a fully deductible IRA contribution in any amount up to 100% of your combined compensation, or the maximum amount allowed under current law, whichever is less. This deduction is phased out as shown in the chart below. If you are married filing jointly and only one of you is considered an active participant, the spouse (including a non-

wage earning spouse) who is not an active participant in an employer-sponsored retirement plan may make a fully deductible IRA contribution of up to the maximum amount allowed under current law or 100% of combined compensation, whichever is less if you meet AGI requirements. This deduction is phased out as shown in the chart below. For married couples filing jointly where both are considered active participants, the phase-out ranges for deducting an IRA contribution are provided in the chart below. No more than the maximum allowed under current law may be contributed to either spouse's IRA for any taxable year.

Single Taxpayers. If you are not married and are not an active participant in an employer-sponsored retirement plan, you may make a fully deductible IRA contribution in any amount up to 100% of your compensation for the year or the maximum allowed under current law, whichever is less. The phase-out ranges for deducting an IRA contribution for single taxpayers who are considered active participants are provided in the chart below.

Active Participant. Generally, you are considered an active participant in a defined contribution plan if an employer contribution or forfeiture was credited to your account under the plan during the year. You are considered an active participant in a SEP or SIMPLE plan if an employer contribution, including a salary reduction contribution, was made to your account for a tax year. You are considered an active participant in a defined benefit plan if you are eligible to participate in the plan, even though you may elect not to participate. You are also treated as an active participant for a year during which you make a voluntary or mandatory contribution to any type of plan, even though your employer makes no contribution to the plan. An "employer-sponsored retirement plan" includes any of the following types of retirement plans: a qualified pension, profit-sharing, or stock bonus plan established in accordance with Code Sections 401(a) or 401(k); a Simplified Employee Pension Plan (SEP) (Code Section 408(k)); a Savings Incentive Match Plan for Employees (SIMPLE) established in accordance with Code Section 408(p) or Code Section 401(k); a deferred compensation plan maintained by a governmental unit or agency; tax-sheltered annuities and custodial accounts (Code Section 403(b) and 403(b)(7)); or a qualified annuity plan under Code Section 403(a). You should check with your employer for your status as an active participant.

AGI Limits for Deductible Contributions to a Traditional IRA. If you are married filing jointly, and only one spouse is considered an active participant, the spouse (including a non-wage-earning spouse) who is not an active participant in an employer-sponsored retirement plan may make a fully or partially deductible IRA contribution of up to the maximum amount allowed under current law or 100% of combined compensation, whichever is less.

The deductibility of the non-active participant spouse's contribution is phased out between the following modified AGI limits:

Year	Married Taxpayers Filing Joint Returns
2025	\$236,000–\$246,000
2026	\$242,000–\$252,000

For "active participants" in an employer-sponsored retirement plan, full deduction is phased out between the following modified AGI limits*:

Year	Married Taxpayers Filing Joint Returns	Single Taxpayers
2025	\$126,000–\$146,000	\$79,000–\$89,000
2026	\$129,000–\$149,000	\$81,000–\$91,000

*For a married individual filing a separate return who is an active participant, the phase-out range is not subject to an annual cost-of-living adjustment and remains \$0 to \$10,000.

Refer to IRS Publication 590-A, "Individual Retirement Arrangements" to calculate the amount of your contribution if you are subject to the above limits.

Nondeductible IRA Contributions. Even if your income exceeds the limits described above, you may still make a nondeductible IRA contribution up to the lesser of the maximum amount allowed under current law or 100% of your compensation to a Traditional IRA (or, if eligible, to a Roth IRA). There are no income limits for making a nondeductible contribution to a Traditional IRA. You are required to designate on your tax return the extent to which your IRA contribution is nondeductible. Therefore, your designation must be made by the due date (including extensions) for filing your tax return for the year for which the contribution is made.

Tax credit for IRA contributions. You may be able to receive a tax credit for your contribution to your IRA. The maximum annual contribution amount eligible for the credit is \$2,000 per person. Eligibility for the credit, which is

a percentage of the contribution amount, is determined by your AGI as indicated in the chart below, as well as other requirements.*

*SAVER'S AGI limits will be indexed for cost-of-living in \$500 increments

For 2025:

MARRIED FILING JOINTLY (AGI)	HEADS OF HOUSEHOLDS (AGI)	ALL OTHER FILERS (AGI)	CREDIT RATE	MAXIMUM CREDIT
\$0-\$47,500	\$0-\$35,625	\$0-\$23,750	50%	\$1,000
\$47,501-\$51,000	\$35,626-\$38,250	\$23,751-\$25,500	20%	\$400
\$51,001-\$79,000	\$38,251-\$59,250	\$25,501-\$39,500	10%	\$200
Over \$79,000	Over \$59,250	Over \$39,500	0%	\$0

For 2026:

MARRIED FILING JOINTLY (AGI)	HEADS OF HOUSEHOLDS (AGI)	ALL OTHER FILERS (AGI)	CREDIT RATE	MAXIMUM CREDIT
\$0-\$48,500	\$0-\$36,375	\$0-\$24,250	50%	\$1,000
\$48,501-\$52,500	\$36,376-\$39,375	\$24,251-\$26,250	20%	\$400
\$52,501-\$80,500	\$39,376-\$60,375	\$26,251-\$40,250	10%	\$200
Over \$80,500	Over \$60,375	Over \$40,250	0%	\$0

Distributions

The following information about Distributions may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

General. Distributions from the Account will only be made upon your request (or, with your prior authorization or direction of Authorized Agent), in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the Account without such instruction if directed to do so by a levy or court order, or in the event of the Custodian's resignation. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. Distributions from the Account will generally be included in the recipient's gross income for federal income tax purposes for the year in which the distribution is made.

Premature Distributions to IRA Depositors. To the extent they are included in income, distributions from the Account made before you, as Depositor, reach age 59½ will be subject to a nondeductible 10% early withdrawal penalty (in addition to being taxable as ordinary income to the extent includible in income) unless an exception to the early withdrawal penalty applies. Consult your tax advisor or IRS Publication 590-B Distributions from Individual Retirement Arrangements (IRAs) for information on available exceptions. Exceptions to this penalty are available if the distribution is:

- a qualifying exempt withdrawal of an excess contribution,
- rolled over to another employer-sponsored retirement plan,
- made on account of your death or disability,
- part of a series of substantially equal periodic payments made not less frequently than annually over the Depositor's life or life expectancy or the joint life expectancies of the Depositor and the Depositor's Beneficiary,
- for qualified medical expenses in excess of 7.5% of the Depositor's AGI,
- to cover qualified health insurance premiums of certain unemployed individuals,
- used to acquire a first-time principal residence for the Depositor, the Depositor's spouse, the Depositor

or the Depositor's spouse's children, grandchildren, or ancestors (subject to a \$10,000 lifetime limit from all the Depositor's IRAs, including any Roth IRAs),

- used to pay qualified higher education expenses for the Depositor, the Depositor's spouse, the Depositor's children, or grandchildren, or the children or grandchildren of the Depositor's spouse,
- made on account of an IRS levy, as described in Code Section 6331,
- a distribution of up to \$5,000 for qualified birth or adoption expenses made within one year of the birth or adoption,
- a distribution of up to \$1,000 for qualifying emergency personal expenses,
- a qualified distribution to a terminally ill individual declared by a physician to be terminally ill. This distribution can be recontributed during the three-year period beginning on the day after the date on which the distribution was received.,
- a distribution up to \$10,000 for domestic violence victims,
- a Qualified Health Savings Account (HSA) Funding Distribution, which is a one-time funding distribution made from an IRA (other than a SEP or SIMPLE IRA) and contributed to the health savings account of an individual in a direct trustee-to-trustee transfer. If eligible, the amount of the distribution will not be includable in income and is limited to the statutory maximum contribution allowed for such HSA eligible individual, reduced by any other contributions made to the HSA for that year. Until such time as Green Pier provides trustee-to-trustee transfer services, Qualified HSA Funding Distributions may not be supported in your Account.
- a Qualified Reservist Distribution, which is a distribution from an IRA (except an inherited IRA) by an individual ordered or called into active duty for a period of more than 179 days of active duty or for an indefinite period of time after September 11, 2001. The amount distributed may be recontributed to an IRA at any time during a two-year period after the end of active duty., or
- a Qualified Disaster Recovery Distribution, which is a distribution of up to \$22,000 from an IRA by a Depositor who has sustained an economic loss because their primary address is in a federally declared disaster area. This distribution must be taken within 180 days of the date of the disaster. The income arising from the distribution may be reported over three years on the Depositor's federal income tax return. This distribution can be recontributed to an eligible retirement plan during the three-year period beginning on the day after the date on which the Depositor receives the distribution.

Conversion of Distributions from the Account. When Green Pier provides a conversion service, you may convert any or all distributions from the Account into a Roth IRA ("Conversion Amount(s)"). Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer, when Green Pier supports trustee-to-trustee transfer services. However, any minimum distribution from the Account required by Code Sections 408(a)(6) and 401(a)(9) for the year of the conversion cannot be converted to a Roth IRA. You will be subject to income tax on the taxable portion of any Conversion Amount. The Conversion Amount will not be subject to the premature distribution penalty. If you are under age 59½, you will be subject to a 10% early withdrawal penalty on any amounts distributed from your IRA and not converted to a Roth IRA within 60 days.

Distribution of Nondeductible or After-tax Contributions. To the extent that a distribution constitutes a return of nondeductible or after-tax contributions, it will not be included in income. The amount of any distribution excludable from income is the portion that bears the same ratio to the total distribution that aggregate nondeductible contributions bear to the balance at the end of the year (calculated after adding back distributions made during the year) of the Account. For this purpose, all of a Depositor's IRAs, or a Beneficiary's IRA BDAs inherited from the same Depositor (Roth IRAs and Roth BDAs excluded) are treated as a single IRA. The aggregate amount of distributions excludable from income for all years is not to exceed the aggregate nondeductible contributions for all calendar years.

Required Minimum Distributions (RMDs). It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Section 408(a)(6) and 401(a)(9) and the related IRS regulations. Once distributions are required to begin, they must not be less than the amount each year which would exhaust the value of the Account over the required distribution period, which is generally determined according to the applicable life expectancy tables specified by the Internal Revenue Service. You may be subject to a 25% excise tax on the amount by which the distribution you actually received in any year falls short of the minimum distribution required for the year. This tax may be reduced to 10% of the amount not distributed if the distribution is timely made, and the IRS may waive or reduce the tax if you can show that your failure to make the required minimum distribution was due to reasonable cause and you are taking reasonable

steps to remedy the problem. Consult your tax advisor for assistance.

Lifetime RMDs for IRA Depositors. If you are a Depositor, you must begin receiving distribution of the assets in the Account by April 1 of the year following the year in which you reach a certain age depending on when you were born. This is called your "Required Beginning Date" ("RBD").

Your Required Beginning Date is determined by your age:

- If you were born in 1951 or later, your Required Beginning Date is April 1 following the calendar year you reach age 73.
- If you were born after June 30, 1949, and before January 1, 1951, your Required Beginning Date was April 1 following the calendar year you reached age 72.
- If you were born before July 1, 1949, your Required Beginning Date was April 1 following the calendar year you reached age 70 ½.

Required minimum distributions must continue to be made by December 31 of each subsequent year, including the year in which you, as Depositor, are required to take your first required minimum distribution. If you, as Depositor, maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn. Please refer to Article IV of your Custodial Agreement ("Distributions From Your Account") for additional information on required minimum distributions.

Required Distributions After Death of the Depositor. If you are a Beneficiary and have inherited an IRA from a Depositor, the RMD rules that apply depend on the relationship of the Beneficiary to the original Depositor, the age of the Beneficiary and the age of the original Depositor at death and whether distributions had commenced, and whether the Beneficiary is an individual or an entity.

If the Beneficiary is an individual, more specifically a spouse, minor child of the Depositor, disabled/chronically ill individual, or another person who is not more than 10 years younger than the deceased Depositor, the Beneficiary is an Eligible Designated Beneficiary ("EDB") and will be able to take distributions over their life-expectancy or the longer of their life expectancy or the Depositor's life expectancy if the Depositor died after starting RMDs.

If the Beneficiary is the spouse and the IRA Depositor had not started taking RMDs, the spouse can elect to wait to the original Depositor's RBD. A sole spouse Beneficiary can elect to treat the IRA as their own.

If the Beneficiary is an individual who is not an EDB, the Beneficiary generally must distribute the entire Account within 10 years. If the IRA Depositor had not started RMDs, the non-spouse Beneficiary could wait until the year of the 10th anniversary of the Depositor's death to take a complete distribution of the Account. If the Depositor had started taking RMDs, the non-spouse Beneficiary could take the longer of their life expectancy or the remainder of the original Depositor's life expectancy in years 1-9 and make a complete distribution in the 10th year following the IRA Depositor's death.

If the beneficiary is an entity, the Beneficiary must take a full distribution by the year of the 5th anniversary of the original IRA Depositor's death. Special rules may also apply to beneficiaries who are not citizens of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required. Please refer to Article IV of your Custodial Agreement for additional information on death distribution requirements and see IRS Publication 590-B.

Qualified Charitable Distribution ("QCD"). Green Pier does not support QCDs. When Green Pier provides a QCD service, you may be able to make a QCD from a Green Pier IRA and have that amount be excluded from income after the IRA owner has reached 70½ years old, if the distribution is directly paid to a qualifying charitable organization for up to a maximum of \$111,000 for 2026 per taxpayer. When Green Pier provides a QCD service, a one-time QCD distribution in the amount of \$55,000 for 2026 can be made to a charitable remainder annuity trust, unitrust, or charitable gift annuity. These QCD limits will be indexed for cost-of-living adjustments in subsequent years. The amount excluded from income will be reduced by an amount equal to the aggregate amount, if any, of deductible IRA contributions made to the IRA since age 70½. The entire amount must otherwise be includable in income and otherwise tax deductible as a charitable contribution. The distribution may be used to satisfy the IRA's required minimum distribution and is not subject to withholding.

Miscellaneous

The following information may apply to both Depositors and Beneficiaries, except as otherwise clearly indicated.

Other Considerations with Respect to the Account.

Divorce or Legal Separation. If all or any portion of your Account is awarded to a former spouse or spouse pursuant to divorce or legal separation, such portion can be transferred to an Account in the receiving spouse's name. This transaction can be processed without any tax implications to you provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Code Section 408(d)(6) is received and accepted by the Custodian. The Custodian may require other direction from you and the recipient of any portion of your Account.

Fees and Expenses. Fees and other expenses of maintaining and terminating the Account are described in the customer account agreement or on another form acceptable to the Custodian, and may be changed from time to time, as provided in the Custodial Agreement. Your Broker or Advisor may charge or receive fees in addition to those fees described in the applicable fee schedule or other form for services rendered, and it is up to you to determine if any such fees are reasonable. Unless you notify the Custodian otherwise, your Broker or Advisor may instruct the Custodian or its agents to deduct such fees from your Account. The Custodian is not a party to such fee(s). You should consult your Broker and/or Advisor with any questions you may have with regard to any fees your Broker and/or Advisor may charge.

Prohibited Transactions. If any of the events prohibited by Code Section 4975 (such as any sale, exchange, or leasing of any property between you and your Account, or the purchase of any securities on margin in your Account) occurs during the existence of your Account, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. If all or any part of the Account is pledged as security for a loan, then the portion so pledged will be treated as if distributed to you. Such distributions would be subject to ordinary income tax and, if you are a Depositor under age 59 1/2 at the time, to a 10% tax penalty on premature distributions.

Other Tax Considerations.

Tax Withholding. Federal income tax will be withheld from distributions you receive from an IRA unless you elect not to have such tax withheld. However, if IRA distributions are to be delivered outside of the United States, this withholding tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are a U.S. Citizen or other U.S. Person (including a resident alien individual). This tax withholding will also be mandatory if you have not provided a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax will be withheld at the rate of 10%, unless a higher rate is elected by you, or if non-resident alien withholding applies. In addition, state income tax may be withheld from your IRA distributions, if applicable, depending on the state of residence indicated in your legal address of record for the Account.

Reporting for Tax Purposes. If you are a Depositor, you will be required to designate your contribution as deductible or nondeductible. IRS Form 8606 may be required to be attached to your IRS Form 1040 or IRS Form 1040A for each year for which a nondeductible IRA contribution or after-tax rollover is made, and thereafter, for each year in which a distribution is taken from the Account. You must also file Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year in which the contribution limits are exceeded, a premature distribution takes place, an IRA contribution is recharacterized or less than the required minimum amount is distributed from your IRA, as applicable. You are also required to report to the IRS the amount of all distributions you received from your IRA. Other reporting may be required in the event that special taxes or penalties are due.

No Special Tax Treatment. No distribution to you or anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. It is taxed to the person receiving the distribution as ordinary income. There are no special averaging rules applicable to distributions from your Account.

IRS Approval. The form of this Individual Retirement Account is the model government form provided by the IRS known as Form 5305-A. For more information on IRAs, please refer to IRS Publication 590-A or 590-B or contact the IRS.

Please note that certain provisions as described in this document are subject to change.

For additional information, review IRS Publication 590-A (contributions) and IRS Publication 590-B (distributions), or contact your Broker or Advisor. As always, you are encouraged to consult a tax advisor with respect to any tax questions or to determine how these changes may affect your personal situation.

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