

Empower Financial Services, Inc. (EFSI)
Form CRS Customer Relationship Summary, May 24, 2024

Introduction	EFSI is a broker-dealer registered with the Securities and Exchange Commission (SEC) and is a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC). Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at investor.gov/CRS , which also provides educational materials about broker-dealers, investment advisers and investing.
What investment services and advice can you provide me?	<p>We work together with Empower Retirement, LLC (Empower) to offer a full suite of brokerage services to investors. Our primary brokerage service is buying and selling securities on behalf of investors in retirement plans, individual retirement accounts (IRAs) and brokerage accounts recordkept or offered through Empower. Investors generally cannot access our brokerage services in retirement plans unless they participate in a retirement plan whose plan sponsor retains Empower for recordkeeping services. However, we offer several IRA and retail brokerage account platforms directly to investors. The design and features of these IRA and brokerage platforms vary and offer access to different investment and fee arrangements. We also may provide investment recommendations, research, financial tools and planning services, and investor education. Investments available through our brokerage services include mutual funds, variable annuities, government securities and collective investment trusts (CITs). We distribute investment products that are issued, sponsored or managed by our affiliates as well as by unrelated third parties. We do not monitor brokerage account investments for you unless we state otherwise in writing. When we make an investment recommendation, you make the ultimate decision regarding the purchase or sale of investments. Depending on a service you select, there may be a minimum account size or investment amount minimum associated with the service. Our representatives generally do not act as a fiduciary to retirement plan sponsors or their third-party financial intermediaries on the final selection of specific funds, advisory services or financial planning services offered in a particular plan. For additional information about our brokerage services, please see our Regulation Best Interest disclosure available at https://docs.empower.com/efsi/EFSI-RBI-Disclosure.pdf.</p> <p>Conversation Starters: 1) Given my financial situation, should I choose a brokerage service? Why or why not? 2) How will you choose investments to recommend to me? 3) What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?</p>
What fees will I pay?	<p>The fees you pay for our brokerage services depend on the type of your account, and these fees will be described in more detail as you open each type of account. As an investor for purposes of this disclosure, you generally do not pay separate transaction-based fees (such as commissions associated with each security purchased) for our brokerage services in your accounts with Empower. You will pay fees for custodial or administrative services, as well as fees and expenses that are included in the expense ratios of your certain investments, including in mutual funds, ETFs and variable annuities, which are in addition to the fees paid to us. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information about our fees and costs, please see our Regulation Best Interest disclosure at https://docs.empower.com/efsi/EFSI-RBI-Disclosure.pdf and Representative Compensation disclosure at https://www.empower.com/rep-comp-disclosure.</p> <p>Conversation Starter: Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?</p>

<p>What are your legal obligations to me when providing recommendations? How else does your firm make money, and what conflicts of interest do you have?</p>	<p>When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they affect the recommendations we provide you. Here are some examples to help you understand what this means:</p> <ul style="list-style-type: none"> • Proprietary products: We will earn higher fees, compensation and other benefits when you invest in a product that we advise, manage or sponsor, such as affiliated mutual funds, stable value funds, CITs, insurance company-guaranteed investment contracts and annuity contracts. • Third-party payments: We receive payments from third-party product sponsors and managers (or their affiliates) when we recommend or sell certain products. • Revenue sharing: Certain managers and sponsors (or their affiliates) share the revenue they earn when you invest in certain of their investment products (primarily mutual funds) with us. <p>Ultimately, the revenue and other benefits that EFSI or Empower receives from these conflicts may influence the products and services that we recommend.</p> <p>Conversation Starter: How might your conflicts of interest affect me, and how will you address them? For additional information about our conflicts of interest, please see our Regulation Best Interest disclosure available at https://docs.empower.com/efsi/EFSI-RBI-Disclosure.pdf.</p>
<p>How do your financial professionals make money?</p>	<p>Our registered representatives and associated persons who are employees of Empower or a subsidiary or an affiliate are paid a salary and a variable bonus but do not receive commission or other fees. The bonus is based on a combination of the performance of Empower and the representative's individual performance. Some of our representatives who interact with investors may receive incentive compensation to recommending products or services that earn us additional compensation, such as proprietary products, products that make third-party payments or products that pay revenue sharing. For more information, please review our Regulation Best Interest disclosure available at https://docs.empower.com/efsi/EFSI-RBI-Disclosure.pdf.</p>
<p>Do you or your financial professionals have legal or disciplinary history?</p>	<p>Yes. Visit investor.gov/CRS for a free and simple search tool to research us and our financial professionals. Conversation Starter: As a financial professional, do you have any disciplinary history? For what type of conduct?</p>
<p>Additional Information</p>	<p>We are providing this summary, as required by SEC rules, as part of discussions that may encompass a variety of accounts and account types. Please consider this summary, and the more detailed information we will provide you, as part of these discussions. If you would like additional, up-to-date information or a copy of this disclosure, please call us at 866-317-6586. To find additional information about our advisory services, go to https://docs.empower.com/EAG/EAG-Form-CRS.pdf.</p> <p>Conversation Starter: Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?</p>

EMPOWER ADVISORY GROUP, LLC (EAG) November 1, 2023 Form CRS Customer Relationship Summary

ITEM 1 INTRODUCTION EAG is registered with the Securities and Exchange Commission (SEC) as an investment adviser. Investment advisory services and fees differ, and it is important for you to understand the differences. <https://www.investor.gov/CRS> offers free and simple tools to research firms and financial professionals. It also provides education materials about broker-dealers, investment advisers and investing.

ITEM 2 RELATIONSHIPS AND SERVICES

What investment services and advice can you provide me? Our advisory services include our asset allocation services using mutual funds and exchange traded funds (ETFs), managed portfolios from third-party investment managers portfolio management, personalization, rebalancing, tax optimization (if applicable) and financial planning assistance. Our website (listed below) provides a detailed description of our advisory services. Depending on which service you select, our asset allocation services are either “nondiscretionary” (through our on-line advice service, we recommend investments to you, and you make the ultimate decision regarding the purchase or sale of investments) or “discretionary” (through our managed account services, we make the ultimate investment decisions without your signoff). Available investments may include mutual funds, exchange-listed equity securities, commingled funds, separate accounts and insurance company-guaranteed investment contracts. Our investment adviser representatives or the third-party managers (subadvisers) we engage will invest your account on a discretionary basis using mutual funds, ETFs, individual equities and other securities. We work with you to understand your risk tolerance, investment goals and objectives and then position you in a suitable investment strategy. We will also work with you on account specific customizations if requested and if allowed by the product.

How often will you monitor my account's performance and offer investment advice? When you enroll in one of our discretionary services, we (or a subadviser) will maintain discretion to invest your assets among the available investment options for so long as you remain enrolled in the service. We monitor your advisory assets and may re-balance periodically. Our managed account service offered within the Empower Premier IRA is limited to proprietary investment options only.

Some of our financial planning services are limited to preparation of a customized financial assessment only, based on the information you provide, and do not include ongoing monitoring. You must meet certain investment minimums to open some of our advisory accounts (as described on our website). For additional information about our investment advisory services, please see Form ADV, Part 2A brochures (Items 4 and 7) available at <https://empower.com/eag>.

Conversation Starters:

- 1) Given my financial situation, should I choose an investment advisory service? Why or why not?
- 2) How will you choose investments to recommend to me?
- 3) What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

Who is the primary contact person for my account? What is their relevant experience, including licensing, education, and other qualifications? What do these qualifications mean? Your primary contact is our call center, your advisor, or team of advisors. Our advisors are registered with FINRA and other individual state securities regulators. For financial planning services, information about your advisor's background, experience, licensing, and professional designations can be found in their ADV Part 2B. Information about any of our investment adviser representatives can be found at <https://adviserinfo.sec.gov>.

What is the minimum amount I can invest to open an account? Some of our individual services require a minimum account size. This is detailed in the Form ADV Part 2A brochures available at empower.com/eag.

ITEM 3 FEES, COSTS, CONFLICTS, AND STANDARDS OF CONDUCT

What fees will I pay? The primary fees you pay are “asset-based” - calculated as a percentage of the assets invested in your advisory account according to the fee schedule in your advisory agreement with us and as described on our website. This means that the more assets you invest in your account, the more you will pay in fees, and therefore we have an incentive to encourage you to increase your advisory account assets. In some of our advisory accounts, our advisory fee includes most transaction costs and fees paid to a broker-dealer or custodian that has custody of your assets. Depending on the level of trading in your account, these fees may cost more or less than if you were separately paying for each transaction. Our clients typically pay the advisory fee each month or each quarter. Please see your advisory agreement for the payment frequency that applies to your account. You may also pay miscellaneous fees that your account's record-keeper or custodian may charge, including wire fees, transfer fees, bank charges and other fees, as well as fees and expenses that are included in the expense ratios of certain of your investments (such as mutual funds, separate account, collective investment trusts and other investments.) You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information about our advisory fees, please see Form ADV, Part 2A brochures (Item 5) available at empower.com/eag.

For our Empower Personal Strategies advisory services, we charge a bundled fee (the “All-Inclusive Fee”) based on the value of your assets under management (including cash) that includes investment advisory services, portfolio management costs, trading commissions, and standard custody services. The All-Inclusive Fee is calculated daily and deducted on a monthly basis in arrears. Because the Empower Personal Strategies advisory services are offered as part of a wrap fee program, your All-Inclusive Fee covers most transaction costs and commissions we pay to Broker-Dealers for trades in your account as well as custody costs. Our All-Inclusive Fee is competitive in the investment advisory space and, unlike some wrap programs, lower than some standalone asset-based advisory fees or Broker-Dealer transaction costs. Paying a higher, All-Inclusive Fee may be right for you if you value continuing advice, investment decisions, and having fees and costs bundled together for simplicity. Information about other third-party fees that are not included can be found below and in each service's Form ADV found at empower.com/eag.

Conversation Starter: Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What are your legal obligations to me when acting as my Investment Adviser? *When we act as your investment adviser, we must act in your best interest and not put our interests ahead of yours. At the same time, the way we make money creates some conflicts with your interests. Due to the ownership and organizational structure, we have other financial industry affiliations which introduce conflicts of interest to the extent there are endorsements or recommendations for affiliated products or services.*

You should understand and ask about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means:

- **Proprietary products:** Our affiliates will earn fees, compensation and other benefits when you invest in a product that we or our affiliates advise, manage or sponsor, such as affiliated mutual funds, stable value funds, CITs, insurance company-guaranteed investment contracts, and annuity contracts. Based on which service you select, you may pay advisory fees to us and indirectly to our affiliate investment managers if the funds and other products (stable value funds, collective investment funds and other investments) they manage are included in your available investment options. For more information, please review our Form ADV, Part 2A brochure available at empower.com/eag. Any fees paid to our affiliated investment managers for management of the mutual funds are included in the fund share price.
- **Third-party payments:** Our affiliates receive payments from third-party product sponsors and managers (or their affiliates) when we recommend or sell certain products.

For additional information about our conflicts of interest, please see Form ADV, Part 2A brochure available at empower.com/eag and our Representative Compensation disclosure available at empower.com/rep-comp-disclosure.

Conversation Starter: How might your conflicts of interest affect me, and how will you address them?

How else does your firm make money and what conflicts of interest do you have? How might your conflicts of interest affect me, and how will you address them? The way we generate revenue creates conflicts of interest. We have many operational controls in place to mitigate identified conflicts. In addition to having operational controls, our advisors are fiduciaries that are legally obligated to put your interests first.

Due to the ownership and organizational structure, we have other financial industry affiliations which introduce conflicts of interest to the extent there are endorsements or recommendations for affiliated products or services. Additional descriptions of our conflicts of interest are outlined in each ADV Part 2A found at empower.com/eag.

How do your financial professionals make money?

In addition to their salary, some of our representatives earn additional incentive or bonus compensation for communication, education and/or enrolling participants and other account holders in our services (bonuses do not increase the fees you or your plan (if appropriate) pays). For more information, please review our Form ADV, Part 2A brochure available at empower.com/eag.

In some instances, we also make payments to non-affiliated, third-parties for client referrals or endorsements. These compensated third-parties have an incentive to promote us and our business because of the payments they receive from us. From time to time, and only in select services, we also offer free advisory services to existing clients who refer new clients to us. These clients have an incentive to refer us to new clients because of the free advisory services they will receive by doing so.

- **Revenue sharing:** Certain managers and sponsors (or their affiliates) share the revenue they earn with our affiliates when you invest in certain of their investment products (primarily mutual funds). Ultimately, the revenue and other benefits that EAG or its affiliates receive from these conflicts may influence the products and services that we recommend.

ITEM 4 DISCIPLINARY HISTORY

Do you or your financial professionals have legal or disciplinary history? Yes. Certain of our advisors are required to disclose disciplinary information on their FINRA Form U4. You may visit investor.gov/CRS for a fee and simple search tool to research us and our advisers.

Conversation Starter: As a financial professional, do you have any disciplinary history? For what type of conduct?

ITEM 5 ADDITIONAL INFORMATION

Additional information about our services is available at empower.com or review each services ADV Part 2A at empower.com/eag. If you would like additional information or a copy of this relationship summary, you can contact us at the toll-free number listed on the applicable brochure.

Conversation Starter: Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

Empower Premier IRA Traditional Individual Retirement Account (IRA) Disclosure Documents and Agreements

Thank you for your interest in our Empower Premier IRA Solution. Enclosed are the following documents for your review:

- IRA Fee Schedule
- Empower Advisory Group, LLC. Advisory Services Agreement¹
- IRA Custodial Agreement
- IRA Disclosure Statement
- Empower Privacy Policy
- Business Continuity Plans
- FINRA Investor Education and BrokerCheck Notification

For online summary prospectuses and other important information about the investment options, please visit our website at empowerinvesting.com/ira. You may obtain statutory prospectuses from your registered representative. Please consider the investment objectives, risks, fees, and expenses carefully before investing. You can make or change investment elections at any time after your account is established by logging on to your account at empowerinvesting.com/ira or by calling 1-866-317-6586. If an investment election has not been made at the time your account is funded, your assets will automatically be invested in the Empower Guaranteed Income Fund, a default investment option. For information about this investment option, please [click here](#). A personal identification number (PIN) will be mailed to you soon after your application is processed. This PIN will give you access to your account via the website or phone².

The Empower Guaranteed Income Fund is a general account funding agreement issued by Empower Annuity Insurance Company of America, Corporate Headquarters: Greenwood Village, CO; or in New York, by Empower Annuity Insurance Company of New York, Home Office: New York, NY, to its affiliate Empower Trust Company LLC, the custodian. The fund guarantees principal and credited interest for IRA Program participant withdrawals and transfers. Any guarantees are subject to the terms and conditions of the funding agreement, and the claims-paying ability of the insurer. There may be certain transfer restrictions associated with termination of the funding agreement and/or excess trading activity.

Empower is required to ask if you want to add a Trusted Contact person to your account. By providing contact information for a trusted contact person(s) under the following circumstances: to address possible financial exploitation; to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or as otherwise permitted by FINRA Rule 2165 (Financial Exploitation of Specified Adults). To add a trusted contact person to your account, please call us at 1-866-317-6586.

Other Acknowledgments:

I understand that Service Provider and Custodian are required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"). As a result, Empower cannot conduct business with persons in a blocked country or any person designated by OFAC as a specially designated national or blocked person. For more information, please access the OFAC site at <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>. In addition, the USA Patriot Act of 2001 requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. I must provide my name, address, date of birth, and other information that will allow Empower to identify me. If I fail to provide all the required information, processing of my application will be delayed until all the information has been provided. I understand that Empower may use a third-party information provider for verification purposes and/or ask for a copy of my driver's license or other identifying documents.

General Information - I understand that only certain types of distributions are eligible for transfer/rollover treatment and that it is solely my responsibility to ensure such eligibility. I affirm that the funds I am transferring/rolling are in fact eligible for such treatment. I authorize these funds to be transferred into my IRA and to be invested according to my investment elections. I understand that Empower may require that I furnish additional information before processing the transaction that I have requested. It is entirely my responsibility to provide Empower with any information that they may require, and/or to notify Empower of any information that they may wish to obtain in order to effect the transaction.

Account Corrections - I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 30 calendar days of the last calendar quarter. After this 30-day period, account information shall be deemed accurate and acceptable to me. If I notify Empower of an error after this 30-day period, the correction will only be processed from the date of notification forward and not on a retroactive basis.

Compliance with Internal Revenue Code - I understand that the maximum amount I may contribute to this IRA is determined under the Internal Revenue Code (the "Code"). I understand that it is my responsibility to monitor my total annual contributions to any and all IRAs and to ensure I do not exceed the amount permitted. If I exceed the contribution limit, I assume full responsibility for any tax, penalty, or costs that may be incurred.

Owner Email Address - By providing Empower with my email address during this Application Process, I acknowledge and agree that I am responsible for immediately notifying Empower of any changes to my email address and I indemnify and hold harmless Empower for any failure to do so. I agree to receive via the email address I provided, email notices regarding electronic documents related to my Empower Premier IRA.

Account Information - Empower will use your account data and other information provided by you to service your account and to display information regarding your account balances and to offer you personalized information and consultations to help you with your financial and retirement wellness planning including financial wellness products and services that may be specifically relevant to you. You agree that Empower may communicate such information to you through your account, by direct mail, by email, and via calls to you from Empower representatives.

¹EAG's Form ADV Part II is available free of charge online ([click here to view](#)) or upon request by calling EAG at 844-302-2448 or writing EAG at 8515 East Orchard Road, Greenwood Village, CO 80111.

²Access to the Voice Response System and the website may be limited or unavailable during periods of peak demand, market volatility, system upgrades/maintenance or other reasons. The account owner is responsible for keeping your PIN confidential. Please contact Great-West Retirement Resource Center immediately if you suspect any unauthorized use.



EMPOWER PREMIER IRA AND PREMIER INVESTMENT ACCOUNT

Fees and minimums

An IRA helps you save money for retirement — and an investment account helps you invest for all your other financial goals. Related fees can be an important factor in your choice of accounts. The lower the fees you pay, the more money that stays in your account and the greater your potential to generate more earning from your investments.

With the Empower Premier IRA and Premier Investment Account, you get innovative features and a wide choice of investment options — all for a competitive cost. Consider all your options and their features and fees before moving money between accounts.

Fee schedule

Setup fee.....	\$0
Annual administration fee.....	\$0
Transaction fees ¹	\$0
Account closure fee.....	\$0

Account document delivery fee

Electronic.....	\$0
Paper	
Premier IRA.....	\$2.50/quarter
Premier Investment Account.....	\$3/month

Miscellaneous fees

Miscellaneous fees may be charged for special services, including but not limited to wires, overnight delivery services, stop payments on checks, insufficient funds checks, and additional statement copies. Each investment option has its own operating expenses.

Empower Retirement Advisory Services²

Point-in-time Online Advice: No fee

My Total Retirement™ managed account annual fee charged quarterly based on your assets under management³

Assets under management	My Total Retirement annual rate
Up to \$100,000	0.50%
Next \$150,000	0.40%
Next \$150,000	0.30%
Greater than \$400,000	0.20%

My Total Retirement looks at a wide range of factors to develop a more in-depth picture of who you are before creating a strategy to fit your individual needs.

Investing involves risk, including possible loss of principal.

Initial investment, distribution, and account balance minimums

- Minimum initial investment: None
- Minimum distribution: \$50
- Minimum balance required: \$0

The fee schedule and initial investment, distribution, and account balance minimums are subject to change upon 30 days of written notice to Empower IRA and Investment Account owners.

If you have questions about our fees and minimums, please contact an Empower consultant at **866-317-6586** weekdays between 6 a.m. and 6 p.m. Mountain time.

¹ Funds may impose redemption fees and/or other transfer restrictions if assets are held for less than the published holding period. For more information, see the fund's prospectus and/or disclosure documents.

² Online Advice and My Total Retirement are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser. Past performance is not indicative of future returns. You may lose money.

³ Assets under management are determined based on total assets managed in similar account types.

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal, or tax recommendations or advice.

"EMPOWER" and all associated logos and product names are trademarks of Empower Annuity Insurance Company of America.

©2023 Empower Annuity Insurance Company of America. All rights reserved. GEN-FLY-WF-456063-1023(2876856) RO3144294-1023

Disclosure Statement for Empower Guaranteed Income Fund

The Empower Guaranteed Income Fund (the "Fund") is made available to the Empower Premier IRA platform to fund the program (the "IRA Program" or "Program") through a group funding agreement (the "Agreement") issued by Empower Annuity Insurance Company of America, or in New York, by Empower Life & Annuity Insurance Company of New York, to Empower Trust Company, LLC, the provider of the Program and custodian of the Program assets.

Empower Annuity Insurance Company of America Empower Life & Annuity Insurance Company of New York

Empower Annuity Insurance Company of America or Empower Life & Annuity Insurance Company of New York, as applicable (the "Company"), certifies that Empower Trust Company, LLC (and/or any successor trustee) is the custodian of the Program and the contract holder under the Agreement (the "Owner"), and that the Company holds the assets attributable to the Agreement in its general account. Pursuant thereto, the Company agrees to pay the Owner on behalf of Program Participants, as defined below, the interests hereinafter described, subject to the provisions of the Agreement. Owner or its designee is acting as the sponsor and administrator for the Program(s).

Account Holder

The account holder ("you," or "Program Participant") shall mean a participant in the IRA Program to whom interest in the Agreement are attributed. Your interest in the Agreement is computed and applied daily by the Owner and will be provided to you, along with a list of your deposits, transfers, and withdrawals, to and from the Fund, with your quarterly IRA Statement provided by Empower.

The Empower Guaranteed Income Fund

The Fund is the Program's designated capital preservation option. The Agreement, as noted, supports the Fund, and is backed by the general account of the Company, which provides a guarantee of principal and interest.

Operation of the Fund

Deposits, Withdrawals and Transfers

Subject to any limitations required by the Internal Revenue Code, or any delays caused by temporary market disruptions, you may make deposits to, or effect transfers or withdrawals of all or partial amounts of your

interest from, the Fund at any time. Program Participants will incur no charges, negative adjustments due to market changes, or penalties for such transfers or withdrawals; however, restrictions on transfers may be imposed for excessive trading activity. Your total interest in the Fund will be the "book value", which shall mean all your contributions, plus accrued interest, less transfers out and withdrawals taken. Deposits received in good order before 4 p.m. Eastern time will be applied that business day (except for when the market is closed for holidays or as a result of any temporary market disruptions). Deposits received after 4 p.m. will be applied the next business day.

Notwithstanding the prior paragraph, the Company may at any time restrict or refuse additional deposits, in which case the Company and the Owner may mutually agree that the Owner may offer a Competing Fund in its Program, subject to an Equity Wash, defined below under the Competing Funds section. The Company also may close the Fund to new Program Participants, upon 90 days' advance written notice to Owner.

Competing Funds

Generally, no Competing Funds shall be permitted under the Program unless mutually agreed to by Company and Owner, or under certain circumstances (i.e., in the event of Fund termination over a book value settlement period, as described below). A Competing Fund is any of the following types of funds offered on the IRA platform:

- (a) any fund with a known or periodically declared rate of interest;
- (b) any money market fund;
- (c) any bond fund with a duration of three years or less; or
- (d) any investment option at any time offered under the Program that, unless otherwise agreed by Company, is a balanced fund that seeks to maintain 75% of more of its assets invested in investment grade U.S. fixed income assets that have a stated benchmark of less than three (3) years or a long term objective of maintaining a duration of less than three (3) years; is a fund that has investment characteristics substantially similar or identical to the Fund; or is a fund that, in accordance with Company's underwriting standard, Company has determined to be a Competing Fund.

If a Competing Fund is mutual agreed to, an "Equity Wash" provision must be in effect. Any Equity Wash provision requires the Program Participant to first transfer any requested withdrawal amount to a non-competing fund and reside there for at least ninety (90) days prior to transferring the amount to a Competing Fund. If an Equity Wash provision is not feasible, then no Competing Fund will be permitted. The Owner will advise you if any Competing Fund becomes available.

Default Option

Owner has selected the Fund as its default option for the Program, meaning that if you have not provided investment allocation instructions to Owner, the deposit will initially be swept into the Fund before being allocated according to subsequent instruction you provide. You may choose to allocate all or a portion of your deposits to the Fund, or, alternatively, your Program advisor will make selections for you if you have elected a managed account program.

Guaranteed Minimum Interest Rate

The Fund offers a guaranteed minimum interest rate ("GMIR") that is equal to 0.15% for the life of the Agreement.

Current or "Excess" Interest Credited Rate

The current or excess interest rate being credited to the Fund for any calendar year is posted on the IRA Program website. The excess rate that will apply for the following calendar year will be declared annually in advance by Company to Owner. The excess interest rate will never be less than the guaranteed minimum interest rate. Company will inform Owner at least 48 hours in advance of a change to the excess rate. Notification of such rate change will, in turn, be made available on the IRA Program website. The interest rate credited to the Fund may be more or less than the rate of return on money market funds and/or other capital preservation investment options available within your retirement plan (if applicable) or other IRA products including IRA options at Empower or other providers.

Fees and Expenses of the Fund

Any expense incurred in operating the Fund, including fees for investment management, shall be reflected in the crediting rate. There are no explicit Fund charges to Program Participants, or penalties for withdrawals.

Spread

The Company retains the spread related to the assets attributable to the Fund held in its general account,

which is the difference between the actual earnings on the attributable assets and the interest credited rate declared and guaranteed by the Company on the Fund for the period.

Amendment of the Agreement

The Agreement may be changed, modified or altered by mutual agreement in writing between the Owner and Company, without the prior approvals of the Program Participants at any time. Owner will provide prompt notice of such changes to Program Participants.

Termination of the Fund

If either Owner or Company terminates the Fund, and provided either of the "book value settlement period" options is elected, Program Participants can continue to make deposits and effect withdrawals, and transfers at book value during the book value settlement period. Depending upon the termination provision selected, either book value installment payments are made from the Company to the Owner over a period of five years prior to the date that the Company makes the final payment to Owner for distribution to Program Participants, or one lump sum book value payment is made by Company to Owner at the end of the five-year book value settlement period. Company and Owner may mutually agree to permit the Program to offer a Competing Fund during the book value settlement period, subject to Equity Wash provision, as described above in the Competing Funds section. An alternative termination option is also available under the Agreement, provided the terms are permissible under applicable law.

Applicable for New York Program Participants only, an additional termination option available under the Agreement provides for an immediate lump sum payment at book value if on the date of Agreement termination, application of market value adjustment, as described in the Agreement, would not result in a negative adjustment to the amount distributed.

Governing Law

For all Program Participants covered under the Agreements, the state of jurisdiction is the state in which the Agreement was issued and delivered, which is Colorado. Accordingly, Colorado law is the governing law.

RO3852032-0924

ADVISORY SERVICES AGREEMENT - PREMIER IRA ACCOUNTS

This Agreement describes the terms and conditions applicable to the investment advice and management services (each a "Service" and collectively the "Services") offered by Empower Advisory Group, LLC ("EAG") and described below. EAG is a registered investment adviser and wholly owned subsidiary of Empower Annuity Insurance Company of America ("EAIC"), which provides financial services and products under the brand name "Empower". EAG offers the Services in conjunction with individual retirement accounts (each an "IRA") provided through Empower. By using the Services, you consent to be bound by these terms and conditions.

DESCRIPTION OF SERVICES

EAG offers two Services for your IRA: Online Advice and the My Total Retirement™ managed account service. If you have multiple accounts held with Empower, you must select which of the Services you will use for each account.

Online Advice: Online advice offers fund-specific investment advice to users who wish to manage their own IRA but receive assistance in doing so. The investments recommended by Online Advice are based on information drawn from your account profile and from the investment options that are eligible for the Service. You decide whether to implement the advice delivered through Online Advice.

My Total Retirement: My Total Retirement offers you an investment management service under which investment professionals will select and allocate your IRA among the investment options eligible for the Service. You will receive a personalized investment portfolio that reflects your retirement timeframe, life stage and overall financial picture, including, but not limited to, assets held outside your IRA, retirement income needs and additional expenses (if you elect to provide this information), which may be taken into consideration when determining the allocation of assets in your IRA. Changes that you make to your profile, such as outside assets, your intended retirement age or constraining your portfolio to a specific risk level, will generally apply to all your accounts held through Empower. Such changes may cause each managed account, whether managed by an affiliate of Empower or an unaffiliated third-party advisor, to be rebalanced and re-allocated. For taxable accounts, rebalancing or re-allocation transactions will typically have tax implications, as a result, we'll send you tax forms for any capital gains and losses associated with the rebalancing activity. Generally, EAG will not provide advice for, recommend allocations of, or manage your outside accounts.

The investment recommendations and allocations provided by My Total Retirement will be limited to investments offered by EAIC and Empower Funds, Inc. (the "Empower Funds").

Any investments held in your account other than Empower Funds will be reallocated to one or more Empower Funds following your enrollment in My Total Retirement. If you wish to invest in options other than the Empower Funds, you may cancel My Total Retirement at any time.

- Under My Total Retirement, EAG has discretionary authority over allocation your IRA assets among the investment options that are eligible for the Service without your prior approval of each transaction. Upon enrollment into My Total Retirement, your existing investments will be sold and reallocated among the eligible investment options for the Service. EAG is not responsible for either the selection or maintenance of the investment options available within your IRA.
- If you transfer outside assets to EAG to include in your IRA subject to the Services, these assets may be liquidated to cash before being invested in your IRA.
- IRA assets subject to My Total Retirement will be monitored, rebalanced and reallocated periodically by EAG, according to the methodology of EAG's subadviser. My Total Retirement may utilize strategies designed to minimize your tax liability, such as asset location and tax loss harvesting, when performing rebalancing transactions. The availability of tax loss harvesting will depend upon whether you also have an Empower taxable investment account that you have authorized to be considered by EAG as part of the Services. In any event, you will be responsible for capital gains and losses associated with the rebalancing activity. Further, there is no guarantee that these strategies will result in a reduction or minimization of your overall tax liabilities as, in general, EAG will not provide advice or recommendations with respect to your outside accounts. You will receive an account update statement periodically and can update your personal information at any time online or by calling the IRA toll-free custom service number. You should consult a professional tax advisor for further information and to address any questions related to asset location, tax loss harvesting, and any other strategies for minimizing your potential tax liability.

EIPRA TOS 082323

- EAG will continue managing your IRA until you (or the beneficiary of your IRA in the case of death or account transfer) cancel participant in My Total Retirement.

INFORMATION ABOUT PARTICIPANT IN THE SERVICES

Information Gathered to Provide the Services. You must provide all data that is necessary for EAG to perform its duties under this Agreement, including but not limited to: your date of birth, income, gender, and state of residence, which EAG may rely upon in providing the services to you. If the data supplied by you does not meet the My Total Retirement methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in My Total Retirement may not be completed or may be terminated. Information that you provide in addition to the recordkeeping data sources, such as linking accounts manually, through account aggregation or linking multiple record-kept Employer plans through OneID/One Password in the Empower Personalized Experience, may all be used by the Services to help personalize your recommendations and projections. Please ensure manually entered assets are not already being included by the Services automatically as this may impact the recommendations and projections. If you participant in My Total Retirement, you will receive a Welcome Kit shortly after enrollment. You will also receive an account update statement periodically, providing you with a details analysis of your IRA. Your account update statement will also confirm your personal data which is used to provide you with personalized investment management.

You are responsible for reviewing your account statements, transaction confirmations, and advisory services communications carefully for discrepancies or errors. Call the IRA toll-free number to notify EAG of any incorrect information including, but not limited to, current or future investment allocations, desired retirement age, investment risk level, and outside investment holdings.

You must notify EAG of any errors or discrepancies immediately. EAG is not responsible for corrections related to incorrect data provided by you and is also not responsible for the correction of errors not reported in a timely manner.

Fees Application to the Services. Appendix A to this Agreement describes the fees applicable to the Services. You authorize EAG to deduct the billing period fee described in Appendix A. The fees are subject to change. EAG reserves the right to offer discounted fees or other promotional pricing.

Investment Methodology. EAG generates investment recommendations under Online Advice and My Total Retirement using an investment methodology generated by its independent subadviser (currently, Morningstar Investment Management LLC, herein "Morningstar"). EAG may change its subadviser at any time. Using its proprietary methodology, Morningstar determines an appropriate asset level portfolio that best suits each user's situation using the investment options available for the Services. Your IRA is monitored and rebalanced periodically among the available investment options. EAG will also provide various recommendations and projections for your IRA using methodology developed by EAG or its affiliates including, but not limited to, savings rate advice and retirement income projections. The projections or other information generated by this process regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. Results may vary with each use and over time.

Additional Fees May Apply. Fees for the Services do not include the fees and expenses charged by the investment options to which your IRA will be allocated. For more information about the fees assessed by investment options in your IRA, including information about the options' expense ratios and share class, please review your IRA's investment option disclosure documents. Some IRA investment options may also charge redemption fees, which vary in amount and application by each applicable investment option. It is possible that transactions performed through the Services may result in the imposition of a redemption fee on one or more available investment options. Any such redemption fees are deducted from your account balance.

Conflicts of Interest. EAG has several conflicts of interest in providing services to your IRA.

- Investment advice and management services. EAG's representatives may recommend that you use the Services for your IRA. If you enroll in My Total Retirement, EAG will earn additional compensation, since you will pay fees to use the Service as described in Appendix A.
- Increased fee income. When you use the Services, EAG may recommend you increase contributions to the IRA, or take other savings or investment strategies. EAG's affiliates provide a bundle of recordkeeping, trust, custody, brokerage, investment and other related services to your IRA.

EIPRA TOS 082323

- Proprietary investment funds. EAG's affiliate Empower Funds, Inc. will be the exclusive provider of the investment funds available through the Services, and EAG will recommend or allocate your IRA to such funds and, as described in more detail below, other proprietary insurance products. These investment funds generate additional income to EAG's family of companies. For our proprietary investment funds, fees compensate our affiliates for administering, managing, and supervising these funds.
- Proprietary insurance products. EAG's parent company, EAIC, offers proprietary insurance products for investment within your IRA. EAG may recommend or allocate your IRA to different types of EAIC insurance products and funding agreements. Most EAIC insurance products are annuity contracts that are structured either as a "general account" product or as a "separate account" product. If you invest in a general account product, which is an insurance product backed by the general account of an insurance company, EAG's affiliates generate revenue by retaining spread, which is the difference between actual earnings on contracts offered by the insurer, and the crediting rate declared and guaranteed by the insurer through the contract. EAG's affiliates may also receive different types of fee income if you invest in the general account or separate account products, as well as other third-party payments associated with investments held in the separate account.
- Third-Party Payments. EAG's affiliates receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made in your IRA pursuant to our recommendation or investment management. For example, a mutual fund available through your IRA may make 12b-1 payments to EAG's affiliated broker-dealer based on your account investment.
- Representative Compensation. EAG's representatives are generally paid a salary and a variable bonus. The bonus is based on a combination of the performance of Empower, as well as the representative's individual performance. Additionally, EAG has authorized Empower Financial Services, Inc. ("EFSI") and its licensed agents and registered representatives, to solicit, refer and market the Services to potential users. EFSI representatives may be compensated in part based on these solicitation activities, in accordance with applicable law.

For additional information about the Services, the methodology used to produce investment and other recommendations, compensation for EAG representatives or EAG's conflicts of interest, please see EAG's Form ADV and information available at empower.com.

Cancellation. Once enrolled in My Total Retirement, you will no longer be able to make investment allocation changes to your IRA. You may cancel participation in My Total Retirement at any time online or by calling your IRA's toll-free customer service number. Once you have opted-out of My Total Retirement, you are responsible for managing your own account. You will need to initiate your own allocation changes and/or transfers if you wish to change your investment allocations made by My Total Retirement.

Initial Allocations. Upon receipt of your initial deposit into your Investment Account, EAG will re-allocate your funds to your asset allocation portfolio as soon as administratively feasible after receiving your initial deposit.

Proxy Voting. EAG does not assume the responsibility to provide assistance or vote proxies or other issuer communications regarding your IRA, or to exercise voting or other decision-making authority regarding proxies or other issuer communications. Correspondence regarding the matters described in this section will be handled in connection with the IRA provider's policies and service provider arrangements.

STANDARD OF CONDUCT, LIABILITY AND INDEMNITY

EAG acknowledges that, as a registered investment adviser, it owes a fiduciary duty to account holders with respect to investment advice it provides. EAG uses reasonable care, consistent with industry practice, in providing services to you. EAG does not guarantee the future performance of your IRA or that the investments we recommend will be profitable. Investment return and principal value will fluctuate with market conditions, and you may lose money. The investments EAG may recommend or purchase for your IRA are subject to various risks, including, without limitation; business, market, currency, economic, and political risks. By recommending allocations among the available investment options for the Services, we are not endorsing the selection of particular investment options available in your IRA.

EIPRA TOS 082323

EAG will not be liable to you for any loss caused by (1) our prudent, good faith decisions or actions, (2) following your instructions, or (3) any person other than EAG or its affiliates who provides services for your IRA. EAG will not be liable to you for any losses resulting from your disclosure of your personal information or your password to third parties even if the purpose of your disclosure is to enable such person to enroll you in or cancel your enrollment in the Services.

You agree to indemnify, defend and hold harmless EAG and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors, as applicable, from and against any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with this Agreement, the information you provide us, your infringement of any intellectual property or other right of a third party, or from your violation of applicable law. YOU UNDERSTAND THAT IN NO EVENT WILL EAG, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS OR ANY DATA PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOSS OF BUSINESS REVENUE OR LOST PROFITS, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EAG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TIMELINESS, ACCURACY, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, EAG DOES NOT WARRANT THAT THE SERVICES OR CONTENT CONTAINED IN IT WILL BE UNINTERRUPTED, ERROR FREE, FULLY AVAILABLE AT ALL TIMES OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICES ARE FREE OF ERRORS OR OTHER HARMFUL CONTENT.

COMMUNICATIONS

EAG or its affiliates may provide any communications to you at your mailing address, or your e-mail address provided to us by you. You agree to not make any claims against EAG or its affiliates if you do not receive any communications sent to you. You agree to notify EAG promptly if your mailing address and/or e-mail address changes and to keep all account information, such as your mailing address and/or e-mail address, current and accurate. The website Terms of Service apply to your use of the IRA website. You agree to receive electronic communications, including regulatory documents such EAG's Form ADV Part II, privacy notice and Form CRS, through the Empower website or other electronic media. EAG will not impose any additional charge to you for such electronic communication. You may opt-out of electronic communications by calling your IRA's toll-free customer service number.

GENERAL TERMS

EAG may not assign this Agreement (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act")) without your consent. You may not assign this Agreement. This Agreement is entered into in Denver, Colorado and governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions. You agree that proper forum for any claims under this Agreement shall be in the courts of the State of Colorado for Arapahoe County or the United States District Court, District of Colorado. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This Agreement constitutes the entire Agreement between you and EAG with respect to the subject matter herein. If for any reason a provision or portion of this Agreement is found to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No failure or delay on the part of EAG in exercising any right or remedy with respect to a breach of this Agreement by you shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by you, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any waiver must be in writing and signed by EAG. All terms and provisions of this Agreement will survive termination of the Agreement. This Agreement will automatically terminate upon termination of your IRA, if applicable. Nothing in this Agreement shall be construed to waive compliance with the Advisers Act. EAG shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond its reasonable control, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure; lightning; suppliers failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or acts of terrorism. EAG reserves the right to modify this Agreement at any time. You agree to review this Agreement periodically so that

EIPRA TOS 082323

you are aware of any such modifications. Your continued participation in the Services shall be deemed to be your acceptance of the modified terms of this Agreement. This Agreement shall inure to the benefit of EAG's successor and assigns. EAG, its officers and employees may purchase securities for their own accounts and these securities may be the same as those recommended to, or invested for, you (e.g., shares of the same mutual fund).

INTELLECTUAL PROPERTY

All content provided as part of the Services, including without limitation names, logos, methodologies, and news or information provided by third parties, is protected by copyrights, trademarks, service marks, patents, or other intellectual property and proprietary rights and laws ("Intellectual Property") and may constitute trade secrets, as defined by applicable law. All such Intellectual Property is the property of their respective owners and no rights or licenses are granted to you as a result of your participation in the Services.

ABOUT EMPOWER ADVISORY GROUP, LLC

Additional information about the services provided by EAG may be found in EAG's Form ADV Part II, which is available free of charge online at adviserinfo.sec.gov and empower.com, or upon request by calling your IRA's toll-free number or by writing EAG at: 8515 East Orchard Road, Greenwood Village, Colorado 80111.

EIPRA TOS 082323

Appendix A FEES FOR THE SERVICES

Fees for the Services are shown below. The chart below reflects the applicable billing period and annual fee amount.

Online Advice		No Fee	No Fee
My Total Retirement		Quarterly Fee	Annual Fee
Account Balance	≤ \$100,000.00	0.125%	0.50%
Account Balance	Next \$150,000.00	0.100%	0.40%
Account Balance	Next \$150,000.00	0.075%	0.30%
Account Balance	≥ \$400,000.01	0.050%	0.20%

For example, if your IRA balance subject to My Total Retirement is \$50,000.00, the maximum annual fee is 0.50% of the IRA balance. If your IRA balance subject to My Total Retirement is \$500,000.00, the first \$100,000.00 will be subject to a maximum annual fee of 0.50% (quarterly 0.125%), the next \$150,000.00 will be subject to a maximum annual fee of 0.40% (quarterly 0.100%), the next \$150,000.00 will be subject to a maximum annual fee of 0.30% (quarterly 0.075%), and any amounts over \$400,000.00 will be subject to a maximum annual fee of 0.20% (quarterly 0.050%). For example, the maximum quarterly fee for an IRA balance less than \$100,000.00 (subject to maximum annual fee of 0.50%) would be 0.125% quarterly, as demonstrated above.

If you cancel participation in the service, the fee will be based on your participation in My Total Retirement through the date of cancellation for asset-based fees. If you terminate or transfer your IRA, the fee will be debited based on your participation in My Total Retirement through the date of such termination or transfer.

You can access our Privacy Policy via the link below: <https://www.empower.com/privacy>.

You can access our ADV Disclosure Brochure via the link below: <https://dcprovider.com/EAG/EAG-ADV-2A-Empower-Premier-IRA.pdf>.

INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-A under section 408(a) of the Internal Revenue Code.

IRS (Rev. April 2017)

The individual whose name is recorded by the Custodian as part of the application process (the "Depositor") 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.

Empower Trust Company, LLC (the "Custodian") has given the Depositor the disclosure statement required by Regulations section 1.408-6.

The Depositor intends to deposit to the custodial account an initial sum as indicated as part of the application process.

The Depositor and the Custodian make the following agreement (the "Agreement"):

ARTICLE I

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

ARTICLE II

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

ARTICLE III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE IV

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

determined in the year of the spouse's death and reduced by one for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

- (ii) the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by one for each subsequent year, or over the period in paragraph (a) (iii) below, if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by one for each subsequent year.
- (b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below.
 - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70½. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a) (iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.
 - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
 4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the account.
 5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70½ is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.
 - (b) The required minimum distributed under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the

Depositor's death (or the year the Depositor would have reached age 70½ if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

- (c) The required minimum distribution for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more Traditional IRAs may satisfy the minimum distribution requirements described above by taking from one Traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

ARTICLE VI

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

ARTICLE VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear on the application.

ARTICLE VIII

8.01 **Definitions** - In this part of this Agreement (Article VIII), the words "you" and "your" mean the Depositor. The words "we," "us," and "our" mean the Custodian and its Affiliates. The word "Code" means the Internal Revenue Code, and "regulations" means the Treasury regulations. The word "Affiliate" means a corporate entity that directly or indirectly is controlled by or is under common control with the Custodian.

8.02 **Notices and Change of Address** - Any notice or communication regarding this IRA will be considered effective when we send it to the intended recipient at the last address, including an electronic address that we have in our records. Any notice or communication to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address, including electronic address.

8.03 **Representations and Responsibilities** - You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute, we reserve the right in our sole and absolute discretion to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority, which shall be binding on any person or entity claiming an interest in the IRA, and, in such cases, we shall be entitled to compensation and fees as set forth in this Agreement. We will not be responsible for losses of any kind that may result from your directions to us or your actions

or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act. We will not be responsible for any penalties, taxes, judgments, or expenses you incur in connection with your IRA. We have no duty to question any direction or information you provide to us and no duty to determine the timing, deductibility or tax qualifications of any amount and whether your contributions or distributions comply with the Code, regulations, rulings, or this Agreement. You assume full responsibility for any tax, penalty or costs that may be incurred as a result of the failure to comply with these requirements.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to some or all of the powers and duties of this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), but we have no duty to determine the validity of such appointment or any instrument appointment such authorized agent. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent. Any third party to whom you have delegated powers and duties shall be treated as the Depositor for the purposes of applying the provisions of this Agreement.

You will have 60 days after you receive any documents, statements, or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If you do not notify us within 60 days, the documents, statements, or other information will be deemed correct and accurate, and we will have no further liability or obligation for such documents, statements, other information, or the transactions described therein.

If we do not accurately process contribution or investment instructions provided in good order or do not accurately process an IRA transaction (e.g. distribution or rollover request) as instructed, and the issue is timely brought to our attention, we will correct the error by adjusting the IRA to the financial position where it would have been, adjusted for earnings and reduced by any losses, had the error not occurred. However, in no event are we required to reimburse you an amount beyond the above that would have accrued had the error not occurred. If we are obligated to pay for the loss of interest that results from our error, we will calculate by using any reasonable method. We will have no liability for an error or mistake caused by you or your authorized agent.

By performing services under this Agreement, we are acting as your agent. You acknowledge and agree that nothing in this Agreement will be construed as conferring fiduciary status upon us, and we do not provide tax or legal advice. We will not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the regulations promulgated thereunder with respect to IRAs. You agree to indemnify and hold us and our Affiliates harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, fines, penalties, costs and expenses, including attorney's fees arising from or in connection with this Agreement.

To the extent written instructions or notices are required under this Agreement and for the purpose of satisfying any filing or other compliance requirement and conducting any transaction, we may accept or provide such information in any other form that is not contrary to the requirements of the Code or applicable regulations including, but not limited to, electronic media. You may use any electronic medium to provide any election, notice, consent, designation or waiver to the extent allowed under the Code. The Depositor and Custodian intend for the use of electronic media to be construed broadly such that any reference to a written document or communication related to the IRA includes an electronic version, acknowledge that all documents related to the

IRA may be electronically signed and that any electronic signature reasonable believed to be genuine are the same as handwritten signature for purposes of validity, enforceability and admissibility.

8.04 Disclosure of Account Information and Account Restrictions - We may use agents and/or subcontractors, who may be our Affiliates, to assist in administering your IRA. In the event we use an agent and/or subcontractor, all our rights and privileges under this Agreement shall pass through to such agents and subcontractors who shall be entitled to enforce them as if a party to this Agreement. We may release nonpublic personal information regarding your IRA to such providers as necessary to provide the products and services made available under this Agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.

We reserve the right, and you authorize us, to contact any primary or contingent beneficiary you have designated for your IRA (including any other person(s) you have authorized us to contact in accordance with applicable law) if we have a reasonable suspicion you may be subject to fraud, inappropriate activity, if we have questions about your mental or physical well-being, or as otherwise permitted under applicable law.

In the event we received a valid subpoena or governmental agency inquiry related to your IRA, you authorize us to respond based on the information we have in our possession, and we are under no duty to contact you prior to our response, except as may be required by law or otherwise.

We reserve the right to restrict your account, including but not limited to withdrawals and trades if there is a reasonable suspicion of fraud, inappropriate activity, or questions regarding your mental capacity. We also reserve the right to restrict your account if we are put on reasonable notice that the ownership of some or all of the assets in the account is in dispute.

8.05 Service Fees and Other Amounts - We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) for maintaining your IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your IRA. We are entitled to reasonable compensation for the time we expend in the performance of our duties, and legal and court fees when resolving any dispute that involves judicial determination. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your IRA at our discretion. We reserve the right to charge any additional fee after giving you 30 days notice. Fees such as shareholder services fees, subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this IRA.

Any brokerage commissions attributable to the assets in your IRA will be charged to your IRA. You cannot reimburse your IRA for those commissions.

In the event you are offered a bonus for opening the IRA, the terms of the payment shall be separately provided to you. The applicable payment amount shall be credited by us directly to the IRA as earnings, and you have no option to receive the amount as a cash payment or paid to another non-IRA account. You are responsible for determining whether the amount received should be recognized as income (and/or a contribution pursuant to this Agreement) when filing your tax return for the applicable year, even where we report the amount paid to you on an applicable IRS tax form.

8.06 Investment of Amounts in the IRA - You have exclusive responsibility for and control over the investment of the assets of your IRA. All transactions will be subject to any and all restrictions

or limitations, direct or indirect, that are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; or policies and practices; and this Agreement. After your death, your beneficiaries will have the right to direct the investment of your IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 8.03 of this article). The Custodian will have no discretion to direct any investment in your IRA, assumes no responsibility for rendering investment advice with respect to your IRA, and will not offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, you direct Custodian to invest such cash into a default investment option including a money market mutual fund, an FDIC insured bank deposit, stable value fund, or other investment vehicle (which may include investment options offered by the Custodian or its affiliates), pending clarification or completion of your instructions, in either case without liability for interest or for loss of income and appreciation. We will not exercise the voting rights and other shareholder rights with respect to investments in your IRA unless you provide timely written directions acceptable to us.

You will select the investment for your IRA assets, and your selection must be from those investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for IRAs. We may in our sole discretion make available to you additional investment offerings, which will be limited to publicly traded securities, mutual funds, and other investments that are obtainable by us and that we are capable of holding in the ordinary course of our business.

We may establish a policy that restricts your ability to make an investment in any such additional investment offerings unless the aggregate amount to be invested is at least such minimum amount as we shall establish from time to time.

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

You may designate one or more persons or entities as beneficiary of your IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with and determined to be in good order by us during your lifetime. Each beneficiary designation you file with us will cancel all previous designations. The consent of your beneficiaries will not be required for you to revoke a beneficiary designation. Unless the applicable beneficiary designation provides for a predeceased beneficiary share to be paid per stirpes: (i) if you have designated both primary and contingent beneficiaries and no primary beneficiary survives you, the contingent beneficiaries will acquire the designated share of your IRA and (ii) if a primary or contingent beneficiary predeceases you, their share terminates and shall be divided equally among the remaining primary or contingent beneficiaries alive at your death who are entitled to receive a designated share of your IRA. Where the designation requires percentages and you designate more than one primary or contingent beneficiary, but do not specify the percentages to which such beneficiary is entitled, payment will be made to the surviving beneficiaries, as applicable, in equal shares. Unless otherwise provided on the applicable beneficiary designation, if you do not designate a beneficiary or if all of your primary and contingent beneficiaries predecease you, your default beneficiary shall be your surviving spouse or, if there is no surviving spouse, your surviving children in equal shares or, if there are no surviving children, your estate. In all instances where the distribution is to your or your beneficiary's estate, we shall be

permitted to rely on the directions provided by the duly appointed estate representative or, if none, a person we reasonably believe has the authority to provide direction over the estate. Further, in instances where distribution is payable to your children under the default beneficiary provision of this Agreement, we are permitted to rely on information provided by both your duly appointed estate representative and/or your children as to the identification of the individuals who are considered your children and entitled to receive the applicable share of your IRA.

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

We may allow, if permitted by state law, an original IRA beneficiary (the beneficiary who is entitled to receive distributions from an inherited IRA at the time of your death) to name successor beneficiaries for the inherited IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with and determined to be in good order by us during the original IRA beneficiary's lifetime. Each beneficiary designation form that the original IRA beneficiary files with us will cancel all previous designations. The consent of a successor beneficiary will not be required for the original IRA beneficiary to revoke a successor beneficiary designation. If the original IRA beneficiary does not designate a successor beneficiary, his or her estate will be the successor beneficiary. In no event will the successor beneficiary be able to extend the distribution period beyond that required for the original IRA beneficiary.

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

All rights and obligations assigned to you, as Depositor, shall inure to, and be enjoyed and exercised by your beneficiaries upon your death. This includes but is not limited to investment responsibility, fee payment for the maintenance of the IRA, if any, and any other rights or obligations under this Agreement, except any rights or obligations that may otherwise be prohibited under any applicable law or as otherwise specified herein. In naming a Trust Beneficiary of the IRA, you acknowledge that, regardless of any provision in the Trust to the contrary, each Trustee of the Trust has full authority, acting individually and without notice to any other Trustee to take any action on behalf of the IRA, to receive information and communications of every kind on behalf of the IRA and to provide instructions to us as fully and completely as if such Trustee were the sole Trustee of the Trust. Further, any notice required under this Agreement provided to any one Trustee is deemed to be notice to all Trustees of the Trust for all purposes. We may in our sole discretion require written instruction from all Trustees of the Trust.

We have no duty or responsibility to (i) locate a beneficiary, or notify a beneficiary of the existence of the account, upon your death, or (ii) follow the direction of any person claiming to be a beneficiary of your IRA, unless and until such person is determined to be a beneficiary pursuant to the provisions of this Agreement, and we have no duty of further inquiry. After you die, amounts will remain invested in accordance with your current investment instructions until such time we receive instructions, in good order, from the person determined to be a beneficiary pursuant to the provisions of this Agreement. We may establish a policy governing the process a beneficiary must follow in order to claim ownership over the account (or their applicable portion thereof) in order for the beneficiary to provide instructions regarding the account.

Following the death of the IRA owner, we may distribute or transfer any portion of the Account under the provisions of the beneficiary designation we have on file, and such distribution or transfer discharges us from any and all claims as to the portion of the IRA so distributed or transferred.

If a distribution upon your death is payable to a beneficiary known by us to be a minor or otherwise under a legal disability, we may, in our absolute discretion, make all, or any part of the distribution to (i) a parent of such beneficiary, (ii) the guardian, conservator, or other legal representative, wherever appointment, of such beneficiary, (iii) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, (iv) any person having control or custody of such beneficiary, or (v) to such beneficiary directly. Notwithstanding anything in this Agreement to the contrary, if the IRA is established for a minor under the provisions of with the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (to the extent permitted by us), the beneficiary of the IRA while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

A beneficiary designation will not automatically be revoked or modified by operation of law due to your divorce, legal separation, annulment or other dissolution of marriage.

If you are married and live in a community or marital property state, or you accumulated IRA assets while living in a community or marital property state, the IRA assets may be subject to community or marital property rules. It is your responsibility to determine whether spousal consent is required, and if required, it is your responsibility to obtain spousal consent that will constitute an effective waiver of community or marital property rights in your state.

Except as otherwise stated, the term "per stirpes" means: 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 be paid to such beneficiary's surviving descendants by right of representation. In cases where a designation per stirpes requires identification of surviving descendants, the Custodian will make no determination and it is entitled to rely solely on the instructions provided by the person you communicate in an acceptable manner to us as having the authority to determine the identity of unnamed beneficiaries. Where no responsible individual exists, you acknowledge we will rely on instructions from the representative of your estate regarding all matters related to the per stirpes designation. We reserve the right to reject any beneficiary designation you request be filed with us that provides for the payment of the IRA to unnamed beneficiaries in our sole discretion.

8.08 Required Minimum Distributions - Your required minimum distribution is calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if you spouse is your sole designated beneficiary and is more than 10 years younger than you, your required minimum distribution is calculated each year using the joint and last survivor table in Regulations section 1.401(a)(9)-9. We are under no duty to perform calculations in connection with required minimum distributions.

If you fail to request your required minimum distribution by your required beginning date, we can, at our complete and sole discretion, do any one of the following:

- Make no distribution until you give us a proper withdrawal request, or
- Distribute your entire IRA to you in a single sum payment, or
- Determine your required minimum distribution from your IRA each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

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

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

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

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

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

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

8.11 Amendments - We have the right to amend this Agreement in any respect and at any time, including retroactively (to the extent permitted by applicable law). Any amendment we make to comply with the Code and related regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we send the amendment, you notify us in writing, in a form and manner acceptable to us, that you do not consent.

8.12 Withdrawals or Transfers - All requests for withdrawal or transfer will be in writing on a form provided by or acceptable to us. You acknowledge we may establish a policy regarding the transfer of the assets in your IRA in-kind to your new IRA custodian and agree we shall have no liability for liquidating the assets in your IRA in order to fulfill your transfer request. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements. You agree to final any reports to the IRS which are required of you, including but not limited to Form 8606 and 5329, if applicable.

All or any portion of the IRA may be transferred to your spouse or former spouse pursuant to a divorce or separation instrument in accordance with the Code. Upon any transfer, the terms and conditions of this IRA will have no further effect and the terms and conditions of the account to which such transfer is made will govern with respect to the assets transferred.

Following your death, assets held on behalf of the beneficiary may be transferred to another IRA established for the beneficiary, if so directed by the beneficiary. It shall be the beneficiary's responsibility to ensure that the transfer is permissible under the Code and any minimum distribution required by the Code has been satisfied.

Your entire IRA balance and certain uncashed checks issued from your IRA may be transferred to a state unclaimed property administrator if no activity in the account or the check remains outstanding for the period of time specified by applicable state law.

8.13 Transfer from Other Plans - We can receive amounts transferred to this IRA from the trustee or custodian of another IRA. In addition, we can accept rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or direct rollover.

You acknowledge that only certain types of distributions are eligible for rollover or transfer treatment and it is your sole responsibility to ensure such eligibility. You affirm that, when requesting a rollover or transfer contribution, the amount is eligible for rollover or transfer treatment and you authorize the amount to be invested according to your investment elections. You acknowledge we may require additional information to be furnished before processing the transfer or rollover and that we are not responsible for determining the validity of the transfer or rollover.

8.14 Liquidation of Assets - We have the right to liquidate assets in your IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree to not hold us liable for any adverse consequences that result from our decision. We reserve the right not to accept assets intended for deposit to the Account and may at any time require liquidation or transfer of any asset if we determine that maintaining custody of such asset is not in accordance with policies and operational requirements we establish from time to time.

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

The assets in your IRA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this Agreement. In the event we are directed to distribute assets from the IRA pursuant to a levy or court order, we shall distribute in accordance with such levy or order, without the requirement to get your consent and we shall not incur any liability for acting in accordance with such levy or order.

8.16 What Law Applies - This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of the state of Colorado will govern, without regard to conflict of law principles, and any claim arising under or related to the IRA shall be subject to the exclusive jurisdiction of the federal and state courts located in Colorado.

If any part of this Agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement will be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

GENERAL INSTRUCTIONS

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

PURPOSE OF FORM

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

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

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

DEFINITIONS

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

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

TRADITIONAL IRA FOR NONWORKING SPOUSE

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse.

Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

SPECIFIC INSTRUCTIONS

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

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

TRADITIONAL IRA DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR IRA

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

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

If you have any questions about the procedure for revoking your IRA, please call the Custodian.

REQUIREMENTS OF AN IRA

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

B. **Maximum Contribution** - The total amount you may contribute to an IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or \$6,000 for 2019 and 2020, with possible cost-of-living adjustments each year thereafter. If you also maintain a Roth IRA (i.e., an IRA subject to the limits of Internal Revenue Code Section (IRC Sec.) 408A), the maximum contribution to your Traditional IRAs is reduced by any contributions you make to your Roth IRAs. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation.

C. **Contribution Eligibility** - For tax years beginning before 2020, you are eligible to make a regular contribution to your IRA if you have compensation and have not attained age 70½ by the end of the taxable year for which the contribution is made. For 2020 and later tax years, you may make a regular contribution to your IRA at any age if you have compensation.

D. **Catch-Up Contributions** - If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your IRA. The maximum additional contribution is \$1,000 per year.

E. **Nonforfeitable** - Your interest in your IRA is nonforfeitable.

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

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

H. **Life Insurance** - No portion of your IRA may be invested in life insurance contracts.

I. **Collectibles** - You may not invest the assets of your IRA in collectibles (within the meaning of IRC. Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum, or palladium bullion (as described in IRC sec. 408(m)(3)) are also permitted as IRA investments.

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

1. If you were born before July, 1, 1949, you are required to take a minimum distribution from your IRA for the year in which you reach age 70½ and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. If you were born on or after July 1, 1949, you are required to take a minimum distribution from your IRA for the year in which you reach age 72 and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 72. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.

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

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

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

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

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

If you fail to remove a required minimum distribution, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. You must file IRS Form 5329 along with your income tax return to report and remit any additional taxes to the IRS.

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

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

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

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

(a) be distributed by December 31 of the year containing the fifth anniversary of your death, or

(b) be distributed over the remaining life expectancy of your designated beneficiaries.

If your spouse is your sole designated beneficiary, he or she must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year life expectancy payments would be required to begin. Your designated beneficiaries, other than a spouse who is the sole designated beneficiary, must elect either option (a) or (b) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of your death. Generally, if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 72 (age 70½ if you would have attained age 70½ before 2020), if later. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

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

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

An eligible designated beneficiary is any designated beneficiary who is:

- your surviving spouse,
- your child who has not reached the age of majority,
- disabled (A physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration.),
- an individual who is not more than 10 years younger than you, or
- chronically ill (A chronically ill individual is someone who (1) is unable to perform (without substantial assistance from another individual) at least two activities of daily living for an indefinite period due to a loss of functional capacity, (2) has a level of disability similar to the level of disability described above requiring assistance with daily living based on loss of functional capacity, or (3) requires substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment.)

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

Generally, life expectancy distributions to an eligible designated beneficiary must commence by December 31 of the year following the year of your death. However, if you spouse is the eligible designated beneficiary, distributions need not commence until December 31 of the year you would have attained 72, if later. If your eligible designated beneficiary is your minor child, life expectancy payments must begin December 31 of the year following the year of your death and continue until the child reached the age of majority. Once the age of majority is reached, the beneficiary will have 10 years to deplete the account.

If a beneficiary other than a person (e.g., your estate, a charity, or a certain type of trust) is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining

the distribution period. If you die before your required beginning date and there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death. If you die on or after your required beginning day and there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

A spouse who is the sole designated beneficiary of your entire IRA will be deemed to elect to treat your IRA as his or her own by either (1) making contributions to your IRA or (2) failing to timely remove a required minimum distribution from your IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own IRA.

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

If your beneficiary fails to remove a required minimum distribution after your death, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. Your beneficiary must file IRS Form 5329 along with his or her income tax return to report and remit any additional taxes to the IRS.

- L. **Qualifying Longevity Annuity Contract and RMDs** - A qualifying longevity annuity contract (QLAC) is a deferred annuity contract that, among other requirements, must guarantee lifetime income starting no later than age 85. The total premiums paid to QLACs in your IRAs must not exceed 25 percent (up to \$125,000) of the combined value of your IRAs (excluding Roth IRAs). The \$125,000 limit is subject to cost-of-living adjustments each year.

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

For more information on QLACs, you may wish to refer to the IRS website at [irs.gov](https://www.irs.gov).

- M. **Waiver of 2020 RMD** - In spite of the general rules described above, if you are an IRA owner age 70½ or older, you are not required to remove an RMD for calendar year 2020. This RMD waiver also applies to IRA owners who attained age 70½ in 2019 but did not take their first RMD before January 1, 2020. In addition, no beneficiary life expectancy payments are required for calendar year 2020. If the five-year rule applies to an IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2020. For example, if an IRA owner died in 2017, the beneficiary's five-year period ends in 2023 instead of 2022.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA

- A. **IRA Deductibility** - If you are eligible to contribute to your IRA, the amount of the contribution for which you may take a tax deduction will depend upon whether you (or, in some cases, your spouse) are an active participant in an employer-sponsored retirement plan. If you (and your spouse, if married) are not an active participant, your entire IRA contribution will be deductible. If you are an active participant (or are married to an active participant), the deductibility of your IRA contribution will depend on your modified adjusted gross income (MAGI) and your tax filing status for the tax year for which the contribution was made. MAGI is determined on your income tax return using your adjusted gross income but disregarding any deductible IRA contribution and certain other deductions and exclusions.

Definition of Active Participant. Generally, you will be an active participant if you are covered by one or more of the following employer-sponsored retirement plans:

1. Qualified pension, profit sharing, 401(k), or stock bonus plan.
2. Qualified annuity plan of an employer.
3. Simplified employee pension (SEP) plan.

4. Retirement plan established by the federal government, a state, or a political subdivision (except certain unfunded deferred compensation plans under IRC Sec. 457).
5. Tax-sheltered annuity for employees of certain tax-exempt organizations or public schools.
6. Plan meeting the requirements of IRC Sec. 501(c)(18).
7. Savings incentive match plan for employees of small employers (SIMPLE) IRA plan or a SIMPLE 401(k) plan.

If you do not know whether your employer maintains one of these plans or whether you are an active participant in a plan, check with your employer or your tax advisor. Also, the IRS Form W-2, *Wage and Tax Statement*, that you receive at the end of the year from your employer will indicate whether you are an active participant.

If you are an active participant, are single, and have MAGI within the applicable phase-out range listed below, the deductible amount of your contribution is determined as follows: (1) Begin with the appropriate phase-out range maximum for the applicable year (specified below) and subtract your MAGI; (2) divide this total by the difference between the phase-out maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$66,000 in 2020, your maximum deductible contribution is \$5,400 (the 2020 phase-out range maximum of \$75,000 minus your MAGI of \$66,000, divided by the difference between the maximum and minimum phase-out range limits of \$10,000, and multiplied by the contribution limit of \$6,000).

If you are an active participant, are married to an active participant and you file a joint income tax return, and have MAGI within the applicable phase-out range listed below, the deductible amount of your contribution is determined as follows: (1) Begin with the appropriate phase-out maximum for the applicable year (specified below) and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$107,000 in 2020, your maximum deductible contribution is \$5,100 (the 2020 phase-out maximum of \$124,000 minus your MAGI of \$107,000, divided by the difference between the maximum and minimum phase-out limits of \$20,000, and multiplied by the contribution limit of \$6,000).

If you are an active participant, are married and you file a separate income tax return, your MAGI phase-out range is generally \$0-\$10,000. However, if you lived apart for the entire tax year, you are treated as a single filer.

The MAGI phase-out range for an individual that is not an active participant, but is married to an active participant, is \$193,000 - \$203,000 (for 2019) and \$196,000 - \$206,000 (for 2020). This limit is also subject to cost-of-living increases for tax years after 2020. If you are not an active participant in an employer-sponsored retirement plan, are married to someone who is an active participant, and you file a joint income tax return with MAGI between the applicable phase-out range for the year, your maximum deductible contribution is determined as follows: (1) Begin with the appropriate MAGI phase-out maximum for the year and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take.

You must round the resulting deduction to the next highest \$10 if the number is not a multiple of 10. If your resulting deduction is between \$0 and \$200, you may round up to \$200.

B. Contribution Deadline - The deadline for making an IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar-year taxpayer, and you make your IRA contribution on or before your tax filing deadline, your contribution is considered to have been made for the previous tax year if you designate it as such.

If you are a member of the Armed Forces service in a combat zone, hazardous duty area, or contingency operation, you may have an extended contribution deadline of 180 days after the last day served in the area. In addition, your contribution deadline for a particular tax year is also extended by the number of days that remained to file that year's tax return as of the date you entered the combat zone. This additional extension to make your IRA contribution cannot exceed the number of days between January 1 and your tax filing deadline, not including extensions.

C. Tax Credit for Contributions - You may be eligible to receive a tax credit for your Traditional IRA contributions. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed \$1,000 in a given year. You may be eligible for this tax credit if you are:

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

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

Tax Year	Joint Filers Phase-Out Range*	Single Taxpayers Phase-Out Range*
	<i>(minimum) - (maximum)</i>	<i>(minimum) - (maximum)</i>
2013	\$95,000 - 115,000	\$59,000 - 69,000
2014	\$96,000 - 116,000	\$60,000 - 70,000
2015	\$98,000 - 118,000	\$61,000 - 71,000
2016	\$98,000 - 118,000	\$61,000 - 71,000
2017	\$99,000 - 119,000	\$62,000 - 72,000
2018	\$101,000 - 121,000	\$63,000 - 73,000
2019	\$103,000 - 123,000	\$64,000 - 74,000
2020	\$104,000 - 124,000	\$65,000 - 75,000

*MAGI limits are subject to cost-of-living adjustments each year.

2019 Adjusted Gross Income*			Applicable Percentages
Joint Return	Head of a Household	All Other Cases	
\$1 - 38,500	\$1 - 28,875	\$1 - 19,250	50
\$38,501 - 41,500	\$28,876 - 31,125	\$19,251 - 20,750	20
\$41,501 - 64,000	\$31,126 - 48,000	\$20,751 - 32,000	10
Over \$64,000	Over \$48,000	Over \$32,000	0

2020 Adjusted Gross Income*			Applicable Percentages
Joint Return	Head of a Household	All Other Cases	
\$1 - 39,000	\$1 - 29,250	\$1 - 19,500	50
\$39,001 - 42,500	\$29,251 - 31,875	\$19,501 - 21,250	20
\$42,501 - 65,000	\$31,876 - 48,750	\$21,251 - 32,500	10
Over \$65,000	Over \$48,750	Over \$32,500	0

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

D. Excess Contributions - An excess contribution is any amount that is contributed to your IRA that exceeds the amount that you are eligible to contribute. If the excess is not corrected timely, an additional penalty tax of six percent will be imposed upon the excess amount. The procedure for correcting an excess is determined by the timeliness of the correction as identified below.

- 1. Removal Before Your Tax Filing Deadline.** An excess contribution may be corrected by withdrawing the excess amount, along with the earnings attributable to the excess, before your tax filing deadline, including extensions, for the year for which the excess contributions was made. An excess withdrawn under this method is not taxable to you, but you must include the earnings attributable to the excess in your taxable income in the year in which the contribution was made. The six percent excess contribution penalty tax will be avoided.
- 2. Removal After Your Tax Filing Deadline.** If you are correcting an excess contribution after your tax filing deadline, including extensions, remove only the amount of the excess contribution. The six percent excess contribution penalty tax will be imposed on the excess contribution for each year it remains in the IRA. An excess withdrawal under this method will only be taxable to you if the total contributions made in the year of the excess exceed the annual applicable contribution limit.
- 3. Carry Forward to a Subsequent Year.** If you do not withdraw the excess contribution, you may carry forward the contribution for a subsequent tax year. To do so, you under-contribute for that tax year and carry the excess contribution amount forward to that year on your tax return. The six percent excess contribution penalty tax will be imposed on the excess amount for each year that it remains as an excess contribution at the end of the year.

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

- E. Tax-Deferred Earnings** - The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).
- F. Nondeductible Contributions** - You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of the allowable contribution limit described previously, or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions.

If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution along with your income tax return using IRS Form 8606. Failure to file IRS Form 8606 will result in a \$50 per failure penalty.

If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a \$100 penalty unless reasonable cause for the overstatement can be shown.

G. Taxation of Distributions - The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, all IRA distribution amounts will be included in income.

If you have ever made nondeductible contributions to any IRA, the following formula must be used to determine the amount of any IRA distribution excluded from income.

$$\frac{\text{(Aggregate Nondeductible Contributions)} \times \text{(Amount Withdrawn)}}{\text{Aggregate IRA Balance}} = \text{Amount Excluded from Income}$$

NOTE: Aggregate nondeductible contributions include all nondeductible contributions made by you through the end of the year of the distribution that have not previously been withdrawn and excluded from income. Also note that the aggregate IRA balance includes the total balance of all of your Traditional and SIMPLE IRAs as of the end of the year of distribution and any distributions occurring during the year.

H. Income Tax Withholding - Any withdrawal from your IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

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

10) Qualified birth or adoption. Payments from your IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10 percent early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed \$5,000 for each birth or adoption.

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

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

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

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

2. SIMPLE IRA-to-Traditional IRA Rollovers. Assets distributed from your SIMPLE IRA may be rolled over to your Traditional IRA without IRS penalty tax provided two years have passed since your first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA-to-Traditional IRA rollovers, the requirements of IRC Sec. 408(d)(3) must be met. A proper SIMPLE IRA-to-IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received.

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

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

If you elect to receive your rollover distribution prior to placing it in an IRA, thereby conducting an indirect rollover, your plan administrator generally will be required to withhold 20 percent of your distribution as a payment of income taxes. When completing the rollover, you may make up, out of pocket, the amount withheld, and roll over the full amount distributed from your employer-sponsored retirement plan. To qualify as a rollover, your eligible rollover distribution generally must be rolled over to your IRA not later than 60 days after you receive the distribution. In the case of a plan loan offset due to plan termination or severance from employment, the deadline for completing the rollover is your tax return due date (including extensions) for the year in which the offset occurs. Alternatively, you may claim the withheld amount as income, and pay the applicable income tax, and if you are under age 59 1/2, the 10 percent early distribution penalty tax (unless an exception to the penalty applies).

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

4. Beneficiary Rollovers From Employer-Sponsored Retirement Plans. If you are a spouse or non-spouse beneficiary of a deceased employer-sponsored retirement plan participant, or the trustee of an eligible type of trust named as beneficiary of such participant, you may directly roll over inherited assets from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan to an inherited IRA, as permitted by the IRS. The IRA must be maintained as an inherited IRA, subject to the beneficiary distribution requirements.

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

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

6. **Traditional IRA-to-Employer-Sponsored Retirement Plan Rollovers.** You may roll over, directly or indirectly, any taxable eligible rollover distribution from an IRA to your qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan as long as the employer-sponsored retirement plan accepts such rollover contributions.
7. **Traditional IRA-to-Roth IRA Conversions.** If you convert to a Roth IRA, the amount of the conversion from your Traditional IRA to your Roth IRA will be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount generally is included in income, the 10 percent early distribution penalty tax will not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty tax. If you are required to take a required minimum distribution for the year, you must remove your required minimum distribution before converting your Traditional IRA.
8. **Qualified HSA Funding Distribution.** If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free qualified HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*.
9. **Rollovers of Settlement Payments from Bankrupt Airlines.** If you are a qualified airline employee who has received a qualified airline settlement payment from a commercial airline carrier under the approval of an order of a federal bankruptcy court, you are allowed to roll over up to 90 percent of the proceeds into your Traditional IRA within 180 days after receipt of such amount, or by a later date if extended by federal law. If you make such a rollover contribution, you may exclude the amount rolled over from your gross income in the taxable year in which the airline settlement payment was paid to you. For further detailed information and effective dates, you may obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [irs.gov](https://www.irs.gov).
10. **Rollovers of Exxon Valdez Settlement Payments.** If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to \$100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to a Traditional or Roth IRA or eligible retirement plan in prior taxable years. You will have until your tax return due date (not including extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may wish to visit the IRS website at [irs.gov](https://www.irs.gov).
11. **Rollover of IRS Levy.** If you receive a refund of eligible retirement plan assets that had been wrongfully levied, you may roll over the amount returned up until your tax return due date (not including extensions) for the year in which the money was returned.
12. **Repayment of Qualified Birth or Adoption Distribution.** If you have taken a qualified birth or adoption distribution, you may generally repay all or a portion of the aggregate amount of such distribution to an IRA, as permitted by the IRS. For further information, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, by visiting [irs.gov](https://www.irs.gov) on the Internet.
13. **Rollover Election.** At the time you make a rollover to an IRA, you designate to the Custodian your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.
- K. **Transfer Due to Divorce** - If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's IRA (and may be transferred pursuant to a court-approved divorce decree or written instrument incident to such a decree to another IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another.
- L. **Recharacterizations** - If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions) for the year for which the original contribution was made. You may not recharacterize a Roth IRA conversion.

LIMITATIONS AND RESTRICTIONS

A. **SEP PLANS** - Under a simplified employee pension (SEP) plan that meets the requirements of IRC Sec. 408(k), your employer may make contributions to your IRA. Your employer is required to provide you with information that describes the terms of your employer's SEP plan.

B. **Spousal IRA** - For contributions made for tax years beginning before 2020, if you are married and have compensation, you may contribute to an IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70½, regardless of whether or not your spouse has compensation. For contributions made for 2020 and later tax years, you may contribute to an IRA established for the benefit of your spouse regardless of your spouse's age, if you are married and have compensation. You may make these spousal contributions even if you are age 70½ or older. You must file a joint income tax return for the year for which the contribution is made.

The amount you may contribute to your IRA and spouse's IRA is the lesser of 100 percent of your combined eligible compensation or \$12,000 for 2019 and 2020. This amount may be increased with cost-of-living adjustments each year. However, you may not contribute more than the individual contribution limit to each IRA.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's IRA. The maximum additional contribution is \$1,000 per year.

C. **Deduction of Rollovers and Transfers** - A deduction is not allowed for rollover or transfer contributions.

D. **Gift Tax** - Transfers of your IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under IRC Sec. 2501.

E. **Special Tax Treatment** - Capital gains treatment and 10-year income averaging authorized by IRC Sec. 402 do not apply to IRA distributions.

F. **Prohibited Transactions** - If you or your beneficiary engage in a prohibited transaction with your IRA, as described in IRC Sec. 4975, your IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for that taxable year. The following transactions are examples of prohibited transactions with your IRA: (1) Taking a loan from your IRA, (2) Buying property for personal use (present or future) with IRA assets, and (3) Receiving certain bonuses or premiums because of your IRA.

G. **Pledging** - If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

OTHER

A. **IRS Plan Approval** - Articles I through VII of the Agreement used to establish this IRA have been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. **Additional Information** - For further information on IRAs, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, or Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or by visiting [irs.gov](https://www.irs.gov) on the Internet.

C. **Important Information About Procedures for Opening a New Account** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open an IRA, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

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

E. **Qualified Charitable Distributions** - If you are 70½ or older, you may be eligible to take tax-free IRA distributions of up to \$100,000 per year and have these distributions paid directly to certain charitable organizations. Special tax rules may apply. For further detailed information, you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [irs.gov](https://www.irs.gov).

F. **Disaster Related Relief** - If you qualify (for example, you sustained an economic loss due to, or are otherwise considered affected by, certain disasters designated by Congress), you may be eligible for favorable tax treatment on distributions, rollovers, and other transactions involving your IRA. Qualified disaster relief may include penalty-tax free early distributions made during specified timeframes for each disaster, the ability to include distributions in your gross income ratably over multiple years, the ability to roll over distributions to an eligible retirement plan without regard to the 60-day rollover rule, and more. For additional information on specific disasters, including a complete listing of disaster areas, qualification requirements for relief, and allowable disaster-related IRA transactions, you may wish to obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at [irs.gov](https://www.irs.gov).

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

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

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

Empower IRA Disclosure

This document contains a summary of payments or other compensation that Empower Trust Company, LLC; Empower Annuity Insurance Company of America; or their affiliates may receive in connection with the Empower IRA platform and the services provided to Empower IRAs. Please refer to your Empower IRA agreements and investment fund prospectuses and disclosure documents for more information on fees and costs associated with your Empower IRA.

Investment fund service fees

Empower has entered into agreements with certain investment funds or their affiliates (including advisors, administrators or transfer agents, and underwriters) whereby Empower provides shareholder services and receives compensation from the investment fund or its affiliates based on assets invested in the fund on its platforms. This compensation may include fees for administrative and other expenses and/or fees paid under a plan of distribution under SEC Rule 12b-1 (12b-1 fees). On average, Empower receives an annual rate of up to 60 basis points on the Empower IRA platform. The fees received by Empower are part of the fees already paid to the investment fund as disclosed in the prospectus or similar disclosure document and are not in addition to fees being charged by the investment fund. Generally, fees and expenses included in the investment fund's expense ratio are deducted at regular intervals from the investment's assets.

Additional investment fund compensation

Empower may receive additional revenue as a finder's fee from non-affiliated investment funds as described in the investment fund's prospectus. Empower may also receive additional revenue in the form of conference sponsorship fees from non-affiliated investment fund companies to defray training and education costs of staff.

Empowering Fund Partnership Program

Empower Annuity Insurance Company of America receives payments from some investment fund families through the Empowering Fund Partnership Program (EFPP). Under the EFPP, fund families receive several services based on the EFPP tier in which they participate. These services are provided directly to fund families and include: (i) consideration for inclusion in Empower products developed for some segments of the retirement and IRA market; (ii) inclusion on the Empower Select™ investment platform, which is available in the small plan recordkeeping market; (iii) a waiver of the connectivity fee described below; (iv) enhanced marketing opportunities; (v) additional reporting capabilities; (vi) collaboration in thought leadership opportunities; (vii) access to meetings with Empower leadership, Empower staff, and the third-party advisory and brokerage firms through whom Empower distributes its services; and (viii) access to conferences put on by Empower. The yearly fees for EFPP participation are \$1,000,000 for Tier 1 and \$500,000 for Tier 2. These fees do not vary based on an Empower client's use of the funds offered by the fund family.

Fund partners

Tier 1 fund families	Tier 2 fund families
American Century Investments	AB Funds
American Funds ¹	Allspring Global Investments
Blackrock Funds	Columbia Threadneedle
Empower Funds ²	Federated Investor Funds
Franklin Templeton Investments ^{1 3}	Fidelity Investments
Goldman Sachs	Hartford Funds
MassMutual	Invesco Funds
MFS ¹	Janus Henderson Investors
Prudential (PGIM)	J.P. Morgan Funds
T. Rowe Price ¹	Lord Abbett
	Nuveen
	PIMCO Funds
	State Street Funds
	Victory Funds ⁴
	Virtus Mutual Funds

Empower also receives payments from fund families through the Connectivity Program. The Connectivity Program charges fund families for the cost of administering funds on Empower investment platforms and for building and maintaining data connections between Empower and the fund family. The Connectivity Program charges \$1,000 per investment fund used on recordkeeping and IRA investment platforms.

Connectivity Program	Connectivity Program	Connectivity Program
1919 Funds	Eaton Vance	Seafarer Capital Partners
Aberdeen	First Eagle	Segall, Bryant & Hamill
American Beacon Funds	FMI Funds	Schwab Funds
Alger Funds	GMO Funds	Spyglass
Allianz Global Investors	Guggenheim	Standard Insurance
ALPS	Harbor Funds	Summit Global Investments
AMG	Ivy Funds	TD Ameritrade*
Artisan Partners	JAG Funds	Third Avenue Funds
Baird Funds	Jensen	Thompson Plumb
Baron Funds	JOHCM Funds	Thornburg
BMO Funds	John Hancock Funds	Thrivent
BNY Mellon	Lazard	Tocqueville
Brandes Investment Partners	Mainstay Funds	Torray
BTS Funds	Manning & Napier	Touchstone Investments
Buffalo Funds	MetLife	PNC Funds
Cambiar Investors	Principal	Transamerica IDEX
Calvert	Morgan Stanley	Tweedy Browne
Carillon Funds	Great Gray Trust*	Value Line
Causeway	Morley Funds	Voya Financial
Champlain	Nationwide	Weitz Funds
Cohen & Steers	Natixis Funds	Westwood Investment Mgmt

Davis Select Advisors	Neuberger Berman	William Blair
Delaware Funds	Oakmark	Knights of Columbus
Doubleline Funds	Parnassus Investments	Wasatch
Driehaus Mutual Funds	Pioneer Investments	
DWS	PT Asset Management	

Float Earnings

Empower Trust Company, LLC and its affiliates utilize omnibus accounts at an unaffiliated bank to facilitate transactions for the Empower IRA platform, including contributions, transfers, rollovers and withdrawals. While assets are held in the omnibus accounts, the assets may generate earnings, which are commonly referred to as "float." Float begins to accrue when assets are deposited in the omnibus accounts and ceases to accrue when the assets leave the omnibus accounts. The amount of float earned by Empower with respect to IRA transactions depends on (i) the length of time the assets are held in the omnibus accounts and (ii) the rate of return earned by the investment of assets deposited in the omnibus accounts.

Contributions, transfers or rollover amounts into to an Empower IRA will generally be held in the omnibus account when they are received until they are able to be invested (generally the following business day) or, if the amounts are determined not to be in good order and unable to be deposited in the IRA, until they are returned to the investor.

Withdrawals, transfers or rollovers out of an Empower IRA will generally be held in the omnibus accounts until the payment is cleared. The proceeds typically will be deposited in the omnibus accounts the day a transaction is settled and will be held in the omnibus accounts until the check, ACH payment, or other form of payment is cleared by the bank. The amount of time funds are held in the omnibus accounts to cover checks depends on when the check is cashed. Funds sent via ACH or Electronic Fund Transfers generally remain in the omnibus accounts for one or two business days. Funds sent via wire transfers are generally sent on the same day they are deposited into omnibus accounts.

Amounts deposited in the omnibus accounts are generally invested in the higher-returning product of interest bearing deposit accounts or in S&P AAA-rated government or treasury-backed money market mutual funds with weighted average maturities of less than 60 days with the aim of earning market returns for similar investment types.

Other

Empower is affiliated with Great-West Lifeco Inc. ("Lifeco") who entered into a transaction to sell Putnam Investments, LLC to Franklin Resources, Inc. ("Franklin"). As a result of the transaction, Empower's affiliate owns approximately 6% of Franklin as of January 1st, 2024. As a part of the transaction, Lifeco entered into arrangements with Franklin under which Lifeco has committed to allocate assets over a period of time to be managed by Franklin's investment managers and has agreed to support the availability of Franklin and its affiliates' products and services on enterprise platforms. If certain Franklin revenue thresholds are achieved under those arrangements, Lifeco will receive contingent transaction consideration and other financial benefits. Franklin also includes Alcentra, Benefit Street Partners, Brandywine Global, Clarion Partners, ClearBridge Investments, Franklin Templeton Investments, K2 Lexington Partners, Martin Currie, Putnam Investments, Royce Investment Partners and Western Asset Management as of January 1st, 2024.

*The Connectivity Program fee is waived for collective investment trusts created by some investment advisory firms who have relationships with Empower.

¹ American Funds, Franklin Templeton Investments, MFS, and T. Rowe Price pay an additional fee of \$500, 000 a year for additional services.

² Empower Funds participates in the EFPP due to its affiliation with Empower Annuity Insurance Company of America.

³ Franklin Templeton Investments also includes Legg Mason, ClearBridge, EnTrustPermal, QS, Royce, Putnam Investments, and Western Asset Management.

⁴ Victory Funds also includes USAA Funds.

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal, or tax recommendations or advice.

“EMPOWER” and all associated logos and product name are trademarks of Empower Annuity Insurance Company of America.

©2024 Empower Annuity Insurance Company of America. All rights reserved. GEN-SIS-WF-1163418-0922(2013546) RO3309452-0124



FACTS	What does Empower Retirement, LLC (Empower) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower chooses to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at 855-756-4738 or go to empower.com/privacy
-------------------	--



WHO WE ARE	
Who is providing this notice?	Empower and its affiliates. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical, and procedural safeguards, such as building and system security, and personnel training.
How does Empower collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the Empower names, as listed below, and other financial companies such as Empower Advisory Group, LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Empower does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Empower doesn't jointly market.</i>
WHO IS PROVIDING THIS NOTICE?	
<p>Empower Retirement, LLC; Empower Annuity Insurance Company of America; Empower Life & Annuity Insurance Company of New York; Empower Plan Services, LLC; Empower Advisory Group, LLC; Empower Financial Services, Inc.; The Canada Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of South Carolina; Empower Capital Management, LLC; Empower Funds, Inc.; Empower Trust Company, LLC; Empower Holdings, LLC.; Empower Annuity Insurance Company; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; Mullin TBG Insurance Agency Services, LLC; COMOSA REIT Corp. Empower Personal Wealth, LLC; Empower Services Holdings, LLC; PAFI, LLC; PAFL, LLC; PanAgora Holdings Inc.; and, Personal Capital Services Corporation. Empower and/or certain affiliates also administer certain insurance policies on behalf of other insurance companies as a "third-party administrator" in connection with certain acquisitions it has made of businesses previously owned by other companies.</p>	

BUSINESS CONTINUITY PLAN NOTICE

Empower Financial Services, Inc. ("Empower"), a subsidiary of Empower Annuity Insurance Company of America and affiliate of Empower Life & Annuity Insurance Company of New York* and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, communications would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's website and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all employees.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Record keeping and administrative services are provided by Empower Retirement, LLC, and in New York, Empower Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than Empower Financial Services, Inc., a wholly owned subsidiary of Empower Annuity Insurance Company of America. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Company's website or can be obtained by requesting a written copy by mail.

BCP — Empower Customer Notice

Last Reviewed/Updated 04/2024

FINRA Investor Education and BrokerCheck Notification

Our relationship with you is important to us, so we want to make sure you are aware that important investor information regarding your rights and responsibilities is available through the FINRA website at finra.org. From that site, you can also research the professional backgrounds of current and former broker dealer firms and representatives registered with FINRA to conduct securities business via the FINRA BrokerCheck tool.

FINRA BrokerCheck is a fee resource you can use to conduct that research and can help you make an informed decision as to the firms and representatives with whom you choose to engage in a business relationship. This information is obtained through form filings that registered representatives, brokerage firms and regulators complete as part of the securities industry registration and licensing process.

Through BrokerCheck, you can:

- Search for both representatives and brokerage firms
- Obtain online delivery of a background report
- View explanatory information to help you better understand the content provided
- See links of additional resources and tools

Visit <https://brokercheck.finra.org/> to search for your firm or representative. This website also allows you to submit questions you have about BrokerCheck via email.

Alternatively, you can learn more about BrokerCheck by calling FINRA's BrokerCheck Hotline 1-800-289-9999. The hours of operation are Monday through Friday from 8 a.m. to 8 p.m., Eastern time.

Thank you.

RO2110210-0422