

## SIMPLE IRA

**Your employer has just made saving for retirement easier!**


**All the forms you need to open a John Hancock Investment Management Simple IRA**

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Employee forms

### Contact us

 **Website**  
jhinvestments.com

 **Phone**  
800-432-1969

 **Return instructions**  
See page 5 of Form 1 for return instructions.

# Save for retirement with the John Hancock SIMPLE IRA

**Your employer has just made saving for your retirement easier for you by selecting the John Hancock Investment Management SIMPLE IRA.**

The SIMPLE IRA is a salary deferral retirement plan for employers with no more than 100 eligible employees. As a plan participant, you can make pretax salary deferrals into your SIMPLE IRA account. Your employer also contributes to your account each year, making your savings grow even faster. The SIMPLE IRA provides eligible employees with a convenient way to invest for retirement and reduce current taxes. Generally, you're eligible to participate if you received \$5,000 or more from your employer in any two preceding calendar years and you're expected to receive at least \$5,000 during the current year. Please consult with your financial representative to determine if a SIMPLE IRA is right for you.

## Benefits of participating in the John Hancock Investment Management SIMPLE IRA

### Your salary deferral contributions reduce today's tax bill

Contributions to your SIMPLE IRA are deducted from your salary on a pretax basis. By deferring part of your salary, you reduce your taxable wages, which reduces your annual tax liability. SIMPLE IRA contribution limits may increase each year. The legislation also allows for a catch-up contribution for SIMPLE IRA plan participants over the age of 50.

### Employer contributions help your savings accumulate faster

Your employer can select either of the following options:

1. A matching contribution of up to 3% of compensation based on the amount of your salary deferral **or**
2. A 2% nonelective contribution to all eligible employees

To be eligible for an employer-matching contribution, you must make salary deferral contributions. However, if your Employer chooses a nonelective contribution, you'll receive your employer's contribution whether or not you choose to contribute to the plan. Each year, your employer will inform you of the employer contribution and other plan details at least 60 days before the start of the plan year.

SIMPLE IRA contribution limits	Catch-up provision for participants over age 50
2023: \$15,500	2023: \$3,500
2024: \$16,000	2024: \$3,500

### Pretax saving with a SIMPLE IRA can keep money in your pocket

	SIMPLE IRA	Taxable account
Annual salary	\$25,000	\$25,000
\$200/month pretax contribution	\$2,400	N/A
Taxable income	\$22,600	\$25,000
Federal taxes*	\$3,390	\$3,880
\$200/month after-tax contribution	N/A	\$2,400
Take-home pay	\$19,210	\$18,720
Tax savings	\$490	\$0

\* Based on a 28% tax bracket.

**Please keep in mind that mutual funds are not insured by the FDIC, not deposits or other obligations of the institution and are not guaranteed by the institution, and are subject to investment risks, including the potential loss of principal.**

# Establishing your SIMPLE IRA account is easy!

**After reading the materials in your SIMPLE IRA kit, just follow the three steps outlined below**

**1. Determine how much you want to contribute**

You may not contribute more than \$15,500 for 2023 and \$16,000 for 2024.

**Please note:** If your employer has chosen to make a matching contribution, you won't receive the employer match unless you contribute to the plan.

**2. Select your investments**

Select the John Hancock funds for your account. Before investing, be sure to read the prospectus included in your enrollment kit, which contains complete information, including expenses. Your investment professional can help you select the funds best suited for your needs.

**3. Complete the following forms**

Complete the forms listed below and return them to your employer. Be sure to keep copies for your own files.

**A** SIMPLE IRA adoption agreement (Form 1—used by John Hancock to establish your account)

**B** SIMPLE IRA salary reduction agreement (Form 2—for your employer's records)

## Transfers

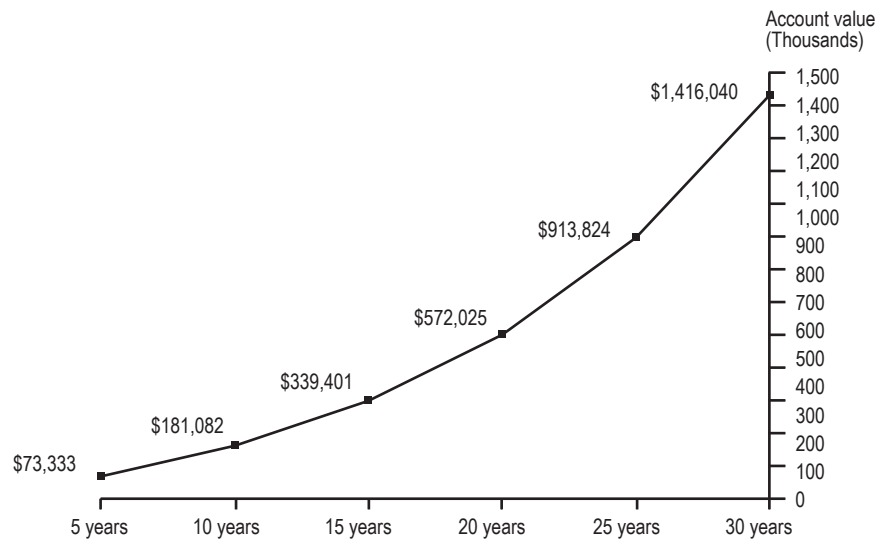
If your employer has decided to change providers and move your plan to John Hancock from another provider, there are two ways to transfer your account to John Hancock:

- 1. Direct asset transfer**—By completing the John Hancock SIMPLE IRA rollover transfer form (Form 3), you instruct your current SIMPLE IRA trustee or custodian to transfer dollars directly to John Hancock. There is no limit to the number of direct asset transfers you can make.
- 2. SIMPLE IRA-to-SIMPLE IRA rollover**—You request a check, payable to yourself, from your current SIMPLE IRA custodian for the full amount of your SIMPLE IRA assets. You then redeposit this amount into your new SIMPLE IRA no later than 60 days after you received your distribution. You can make a SIMPLE IRA rollover only once every 12 months.

You can't combine or commingle a distribution from a qualified retirement plan, traditional IRA, or SEP IRA with your SIMPLE IRA assets. Commingling will negate your ability to transfer any portion of your qualified plan distribution into a new employer's plan or to take advantage of any future tax averaging. You may only transfer SIMPLE IRA assets into a SIMPLE IRA.

## Tax-deferred compounding also boosts the value of your account

Not only do you save on current income taxes when you contribute to a SIMPLE IRA, but all interest, dividends, and capital gains accumulate tax deferred (free of current taxes) until you begin taking money out of your account. As you can see from the graph below, tax-deferred compounding can make a big difference in the value of your retirement account.



Hypothetical tax-deferred accumulation for an investor contributing \$12,500 per year, for 30 years, at an 8% annual return.

The example above is hypothetical and is for illustrative purposes only. This hypothetical example does not take into account taxes, fees, charges, and expenses, which would result in lower total dollar amounts. As market conditions fluctuate, some investments may fall out of favor with the market and underperform. Investment decisions could adversely affect returns. Please contact your financial professional to discuss your investing needs.

## You're in charge of your account

You set up your account, decide how much you want to defer (up to the IRS limit), and select the investments. Each year during the 60-day election period, you can decide whether or not to change the amount of your deferral for the coming year. You can stop contributing to your plan at any time.

Your account is always 100% vested. This means that all dollars in the account—your own contributions and your employer's—belong to you. Although your SIMPLE IRA account is intended to fund your retirement, you may withdraw money at any time. There are federal penalties for withdrawing money before you reach age 59½—25% during the first two years after you establish your account and 10% thereafter. Penalties don't apply to withdrawals made for death, disability, medical expenses, health insurance if you become unemployed, education expenses, first-time home buyers (\$10,000 lifetime limit), or substantially equal periodic payments. Of course, you'll also have to pay ordinary income tax on the full amount.

Because of the complexity of the tax laws governing retirement distributions, you should always consult your legal counsel or tax advisor before taking a distribution.

## Introduction

### Instructions


Use this form for John Hancock custodial accounts. This form allows you to open a new SIMPLE IRA. Please print in all capital letters and use black ink.


### Special considerations

Shares of a fund generally may be sold only to U.S. citizens and U.S. residents. For the purpose of this policy, both the residential address and the mailing address provided must be U.S. addresses.

## Contact us

 **Website**  
jhinvestments.com

 **Phone**  
800-432-1969

 **Return instructions**  
See the end of this document for return instructions.

## 1. Account type (Please check only one box)

- ☐ New SIMPLE IRA
- ☐ Direct transfer from another SIMPLE IRA: \$\_\_\_\_\_ (Estimated amount)  
(From another SIMPLE IRA only. Please attach the SIMPLE IRA transfer/rollover form.)
- ☐ Rollover from another SIMPLE IRA, traditional IRA, or eligible employer-sponsored retirement plan: \$\_\_\_\_\_ (Estimated amount)

\_\_\_\_\_  
Name of the prior trustee or custodian (If applicable)

\_\_\_\_\_  
Date of first contribution to the other SIMPLE IRA

**Note:** If you can't provide the date your prior plan was started, the date of this plan's start will be used to calculate possible penalties for withdrawals within two years.

## 2. Owner information

If you're a new participant to an existing plan, it's very important to indicate your plan ID number below. Your employer will be able to provide you with this number. Your SIMPLE IRA will be registered as follows:

**John Hancock Life & Health Insurance Co., custodian for the SIMPLE IRA of:**

\_\_\_\_\_  
Plan name

\_\_\_\_\_  
Plan ID number

\_\_\_\_\_  
Employee's first name (As it appears on your tax return)

\_\_\_\_\_  
MI

\_\_\_\_\_  
Last name

\_\_\_\_\_  
Residential address (No P.O. boxes except A.P.O. or F.P.O. boxes. Must be a U.S. address)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

\_\_\_\_\_  
Social Security number

\_\_\_\_\_  
Phone number

☐ Home ☐ Mobile

\_\_\_\_\_  
Date of birth (MM/DD/YYYY)

## 2. Owner information (continued)

### Mailing address (If different from above)

Street address/A.P.O., F.P.O., or P.O. box/apt. # (Must be a U.S. address)

City

State

Zip code

Email address

#### ☐ Go paperless

By checking the box above, I consent to receiving electronic delivery of John Hancock Investment Management mutual fund and account documents, notices, and communications, including, but not limited to, confirmation and quarterly account statements, tax information and notices, annual/semiannual reports, prospectuses, and other required and informational notices (account documents) instead of in paper form by regular mail. My consent will remain in effect until revoked. I understand that John Hancock will send me an email when account documents are available for viewing, downloading, and printing. Each email will provide a link to [jhinvestments.com](http://jhinvestments.com), which will allow me to access my account documents online. Accessing account documents online requires minimum technical requirements, including (i) access to the internet, (ii) a valid email address, and (iii) installation of Adobe Acrobat Reader on my computer. (Adobe Acrobat Reader can be downloaded, free of charge, at [adobe.com](http://adobe.com).) I understand that no confidential data will be sent through email, and John Hancock does not charge a fee for providing electronic documents; however, I may incur internet access charges, telephone charges, and other third-party charges when receiving electronic documents or downloading the required software. I understand that I can receive a free paper copy of account documents, revoke my consent and/or update my email address at any time by calling 800-225-5291 or by visiting [jhinvestments.com](http://jhinvestments.com).

## 3. Fund selection

Indicate the fund name, share class, and the percentage of future contributions to be allocated to each fund in the space provided. If a fund class isn't selected, John Hancock will default to Class A shares. Consult your prospectus for details.

Fund name	A	C	Tax year	Investment amount	Percentage to each fund
	<input type="checkbox"/>	<input type="checkbox"/>		\$	%
	<input type="checkbox"/>	<input type="checkbox"/>		\$	%
	<input type="checkbox"/>	<input type="checkbox"/>		\$	%

**For direct transfers and rollovers:** Total amount of checks attached: \$

#### 4. Designation of beneficiary

Designating beneficiaries is an important part of the estate planning process. Please take care in choosing your beneficiaries and, of course, make plans to periodically review your beneficiaries to make sure nothing should change. We have provided some basic information about this process below; however, if you have specific questions regarding how this will affect your estate plan, we recommend that you contact your tax advisor or estate attorney.

- Complete the required information for each beneficiary named.
- You may change your beneficiary(ies) at any time after the initial designation by notifying John Hancock Signature Services, Inc. in writing.
- If no beneficiaries are designated, or if there are no beneficiaries living at the time of your death, your estate will generally be entitled to your account assets.
- Percentages for beneficiaries must total 100% for each section. If not, transfers shall be made proportionally on the percentages stated. If no percentages are indicated, each primary beneficiary who survives you will receive equal percentages of your account.
- This beneficiary designation will apply to all of your John Hancock custodial accounts of the same account type. Beneficiaries designated on this form will replace all previous designations, if applicable.
- If multiple beneficiaries are listed and a beneficiary doesn't survive you, his or her percentage will be divided equally among the remaining beneficiaries, unless previously stated otherwise.
- Contingent beneficiaries are entitled to receive your account only if there are no surviving primary beneficiaries at the time of your death.
- For trusts, please list the trust name, the name(s) of the trustee(s), and the trust establishment date.

Name of primary beneficiary(ies)	SSN/tax ID#	% share	Date of birth/trust	Relationship to owner	Name of custodian if beneficiary is a minor
		<b>Total:</b>	_____ %	(Must add up to 100%)	

Name of contingent beneficiary(ies)	SSN/tax ID#	% share	Date of birth/trust	Relationship to owner	Name of custodian if beneficiary is a minor
		<b>Total:</b>	_____ %	(Must add up to 100%)	

This section should be reviewed if the residence of the SIMPLE IRA holder is located in a community property state and the SIMPLE IRA holder is married.

- ☐ **I am not married.** I understand that if I marry in the future, I must complete a new SIMPLE IRA designation of beneficiary form.
- ☐ **I am married.** I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

**Spousal consent**—Required if your spouse isn't named as sole primary beneficiary and you reside in a community or marital property state. You should consult with your own legal or tax advisor to determine if spousal consent is required.

- ☐ I am the spouse for the above-named SIMPLE IRA account owner. I acknowledge that a designation of a nonspouse beneficiary may not be effective in my state without my consent. I hereby relinquish any interest that I may have in this SIMPLE IRA and consent to the beneficiary designation(s) stated above. I assume full responsibility for any adverse consequences that may result.

SIGN  
HERE

Signature of spouse

Date (MM/DD/YYYY)

## 5. Net asset value privilege

Available for Class A shares to the following, as described in the Statement of Additional Information (SAI). Please check the box that applies.

- ☐ I am an employee of John Hancock.
- ☐ I am an employee of the affiliated firm named below, which maintains a selling agreement with John Hancock.
- ☐ I am an investment professional and have completed Section 6.
- ☐ I am an immediate family member of the employee or investment professional named below. (Investment professionals must complete Section 6.)
- ☐ I am transferring assets from an existing account that I acquired as a result of a reorganization of the fund into John Hancock and have terminated my relationship with the prior financial institution. I am attaching a SIMPLE IRA rollover/transfer form.

Employee's or investment professional's name

John Hancock department, affiliated firm name, or  
broker-dealer's name

Relationship to the employee or  
investment professional

## 6. Investment professional information (Must be completed by your investment professional)

First name

MI

Last name

Firm name

Address

City

State

Zip code

Firm's number

Branch number

Investment professional's number

Phone number

**SIGN  
HERE**

Signature of the investment professional

Date signed (MM/DD/YYYY)

## 7. Signature, taxpayer identification number, and certification

**Note:** You must sign and enter your taxpayer identification number below. Your account cannot be established without this required information.

I hereby adopt this SIMPLE IRA plan, appointing John Hancock Life & Health Insurance Co. to serve as custodian and to perform the administrative services of this plan. I have received and read the prospectus(es) for the fund(s) in which I am making my SIMPLE IRA investment. In addition, I have received and read a copy of the adoption agreement, custodial agreement, and disclosure statement, and I understand the eligibility requirements for the type of IRA deposit I am making, as well as any fees to which my account(s) may be subject. I understand that I am responsible for determining my eligibility for a SIMPLE IRA each year I make a contribution, and that all contributions I make are within the limits set forth by the tax laws. I also assume complete responsibility for the tax consequences of any contributions (including rollover contributions) and distributions that I make. I acknowledge that identifying information is required before the account can be opened and is subject to verification by my financial professional, the fund, or its agents. If verification is unsuccessful, John Hancock may close my account, redeem my shares at the next net asset value, minus any applicable sales charges, and take other steps that it deems reasonable. I understand that under certain circumstances, if no activity occurs in my account within a time period specified by state law, my shares may be transferred to the appropriate state.

**Note:** The rules for transferring abandoned property vary state by state, so we suggest you contact your state's department of abandoned property if you have any questions regarding requirements.



## 7. Signature, taxpayer identification number, and certification (continued)

### Certification required of U.S. persons only (including U.S. citizens, U.S. resident aliens, or other U.S. persons)

Under penalties of perjury, I certify that:

1. The number shown below is my correct taxpayer identification number,
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
3. I am a U.S. citizen or other U.S. person, including a U.S. resident alien (as defined in the IRS Form W-9 instructions), and
4. The FATCA Code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Note:** Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Please note that, by signing this form, you declare that you make the above certifications under penalties of perjury.

**The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

SIGN  
HERE

Signature of owner  
(Sign exactly as name appears in Section 2)

Date signed (MM/DD/YYYY)

PRINT  
HERE

Print name of owner

Social Security number as entered in Section 2  
**(Required to establish your account)**

**Exemptions:** See IRS Form W-9 instructions for exemption rules and exemption codes; enter the codes below, only if applicable. Generally, individuals aren't exempt from backup withholding. FATCA codes apply to persons submitting this form for accounts maintained outside the United States by certain foreign financial institutions. If you're submitting this form for an account you hold in the United States, you may leave this field blank.

Exempt payee code (if any): \_\_\_\_\_

Exempt payee code (if any): \_\_\_\_\_

Exemption from FATCA reporting code (if any): \_\_\_\_\_

Exemption from FATCA reporting code (if any): \_\_\_\_\_

Acceptance by

*Stella Mink*  
Stella Mink—Vice President  
John Hancock Life & Health Insurance Co.

## 8. Mail

Make a copy of this adoption agreement for your records. John Hancock Signature Services, Inc. will confirm your purchase through a confirmation statement.

Follow your employer's directions for submitting documents. Please mail your documents to:



### Regular mail

John Hancock Signature Services, Inc.  
P.O. Box 219909  
Kansas City, MO 64121-9909

### Express mail


John Hancock Signature Services, Inc.  
430 West 7<sup>th</sup> Street  
Suite 219909  
Kansas City, MO 64105-1407


**Introduction****Instructions**

Use this form if you wish to reduce your compensation and direct the proceeds to your SIMPLE IRA account. This agreement is between you and your employer. This agreement, and any changes to it, should be filed directly with your employer. This form should not be sent to John Hancock. Read all sections of this salary reduction agreement before signing. Please print in all capital letters and use black ink.

**Contact us**

 **Website**  
jhinvestments.com

 **Phone**  
800-432-1969

 **Return instructions**  
See the end of this document for return instructions.

**1. General information****Employer and plan information**

Plan name

Name of the employer

Employer's address

City

State

Zip code

**Employee information**

First name

MI

Last name

Address

City

State

Zip code

Employee's number

Social Security number

**2. Terms of agreement (To be completed by your employer)**

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

**Changing this agreement**—An employee may change the percentage of pay he or she is setting aside into the plan. Any employee who wishes to make such a change must complete and sign a new salary reduction agreement and give it to the employer during the election period or any other period the employer specifies on the participation notice and summary description.

**Terminating this agreement**—An employee may terminate this salary reduction agreement. After terminating this salary reduction agreement, an employee cannot again enroll as a contributing participant until the first day of the year following the year of termination or any other date the employer specifies on the participation notice and summary description.

**Effective date**—This salary reduction agreement will be effective for the pay period that begins \_\_\_\_\_.

### 3. Authorization and investment selection (To be completed by the employee)

#### Elective deferral agreement

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

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

I agree that my pay will be reduced in the manner I have indicated above, and I affirmatively elect to have this amount contributed to the investments listed below. This salary reduction agreement will continue to be effective while I am employed, unless I change or terminate it, as explained in Section 2. I acknowledge that I have read this entire salary reduction agreement, I understand it, and I agree to its terms. Furthermore, I acknowledge that I have received a copy of the participation notice and summary description.

#### SIMPLE IRA provider

John Hancock Funds, LLC

Name  
200 Berkeley Street  
Address  
Boston MA 02116  
City State Zip code

#### Investment options

Please indicate your fund selection for contributions to your SIMPLE IRA. Your selection here should match your selection on the SIMPLE IRA adoption agreement (Form 1). You may only use this form to select John Hancock Investment Management mutual funds.

Name of fund	Percentage (%)	Name of fund	Percentage (%)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
			<b>Total: 100%</b>

#### For direct transfers and rollovers

Total amount of checks attached: \$\_\_\_\_\_  
(Make checks payable to John Hancock Signature Services, Inc.)

**SIGN HERE** \_\_\_\_\_  
Signature of the employee Date signed (MM/DD/YYYY)

**SIGN HERE** \_\_\_\_\_  
Name of the employee (Print or type)

**SIGN HERE** \_\_\_\_\_  
Authorized signature for the employer Date signed (MM/DD/YYYY)

## Introduction

### Instructions


Use this form to roll over or transfer SIMPLE IRA assets to your John Hancock custodial SIMPLE IRA account. Please fill out a separate form for each account rolling over or transferring to John Hancock. All sections must be completed. Please print in all capital letters and use black ink.

### Special considerations

The IRS only permits a single rollover in a 12-month period, regardless of the number of IRAs or types of IRAs owned.

## Contact us

 **Website**  
jhinvestments.com

 **Phone**  
800-432-1969

 **Return instructions**  
See the end of this document for return instructions.

## 1. Your transferring account

**My account is being transferred from (please complete entirely):**

\_\_\_\_\_  
Name of the resigning trustee/custodian

\_\_\_\_\_  
Address of the resigning trustee/custodian

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

\_\_\_\_\_  
Fund/account name

\_\_\_\_\_  
Account number

\_\_\_\_\_  
Date of initial contribution\* (MM/DD/YYYY)

\_\_\_\_\_  
Phone number for the resigning trustee/custodian

\* If you cannot tell us this date, we will use the date your John Hancock Investment Management SIMPLE IRA is established for calculating possible tax penalties if withdrawal occurs within two years.

## 2. Your new John Hancock account information

**John Hancock Life & Health Insurance Co., custodian for the SIMPLE IRA of:**

\_\_\_\_\_  
First name

\_\_\_\_\_  
MI

\_\_\_\_\_  
Last name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

\_\_\_\_\_  
Social Security number

\_\_\_\_\_  
Phone number

☐ Home

☐ Mobile

\_\_\_\_\_  
Date of birth (MM/DD/YYYY)

\_\_\_\_\_  
Plan name

\_\_\_\_\_  
Plan ID number

### 3. Asset transfer information

Please authorize your current trustee or custodian to transfer your SIMPLE IRA plan to John Hancock Investment Management, and indicate the date these assets are to be liquidated (immediately or at maturity).

**Please check one of the following:**

- ☐ I am opening a new account and have attached a SIMPLE IRA adoption agreement (Form 1).
- ☐ Please deposit the proceeds of my account transfer/rollover into my existing John Hancock SIMPLE IRA account(s), as listed below:

Fund name	A	C	Account number			
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$	_____ or _____	%
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$	_____ or _____	%
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$	_____ or _____	%

- ☐ Transfer in kind (reregister) the following assets to my new or existing SIMPLE IRA currently held at John Hancock Investment Management:

Fund name	A	C	Account number			
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$	_____ or _____	%
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$	_____ or _____	%
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$	_____ or _____	%

**The resigning trustee or custodian**

Please liquidate ☐ all **or** ☐ part (\$ \_\_\_\_\_) of the SIMPLE IRA account(s) listed below, and transfer the proceeds to my John Hancock Investment Management SIMPLE IRA.

If there's more than one account, please list the account numbers below:

Please liquidate ☐ immediately **or** ☐ at maturity.

Account name	All or part	Liquidation/maturity date (MM/DD/YYYY)
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

### 4. Asset transfer authorization

Please sign here to authorize the transfer of your assets.

**SIGN HERE** \_\_\_\_\_  
Signature of the depositor

\_\_\_\_\_  
Date signed (MM/DD/YYYY)

Signature guaranteed by:

Your resigning trustee or custodian may require that your signature be guaranteed. Please call them for requirements.  
**Note:** Signature guarantee should not be dated.

## 5. Acceptance by new custodian (To be completed by John Hancock Life & Health Insurance Co.)

We agree to accept custodianship and the transfer described above for the John Hancock Investment Management SIMPLE IRA plan established on behalf of the individual named above. John Hancock Life & Health Insurance Co. accepts its appointment as successor custodian of the above Simple IRA account and requests the liquidation and transfer of assets as indicated above.


Acceptance by: Stella Mink  
Stella Mink—Vice President, John Hancock Life & Health Insurance Co.

**Note:** This plan isn't effective until its receipt has been acknowledged through a confirmation statement mailed by the custodian to the depositor.

Follow your employer's directions for sending this form to John Hancock. Be sure to include the completed SIMPLE IRA adoption agreement (Form 1) and any existing plan contracts or certificates. Attach a copy of the most recent account statement from your resigning trustee or custodian. John Hancock will work with your resigning trustee or custodian to facilitate this transaction.

## 6. Mail

**Note to resigning trustee/custodian:** Be sure to return a copy of this SIMPLE IRA rollover/transfer form with your check for the account proceeds. Checks should be made payable to John Hancock Signature Services, Inc. and sent to one of the following addresses:

 <b>Regular mail</b>	John Hancock Signature Services, Inc. P.O. Box 219909 Kansas City, MO 64121-9909	<b>Express mail</b>	John Hancock Signature Services, Inc. 430 West 7 <sup>th</sup> Street Suite 219909 Kansas City, MO 64105-1407
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**Note:** Please keep the following pages for your records. They do not need to be returned to John Hancock.

## SIMPLE INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT agreement Form 5305-SA

(Under Sections 408(p) of the Internal Revenue Code)

REV. April 2017

The Participant named on the Application is establishing a savings incentive match Plan for Employees of small Employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The Custodian named on the Application has given the Participant the disclosure statement required by Regulations section 1.408-6.

The Participant and the Custodian make the following agreement:

### Article I

The Custodian will accept cash contributions made on behalf of the Participant by the Participant's Employer under the terms of a SIMPLE IRA Plan described in section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the Participant and, after the 2-year period of participation defined in section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in section 402(c)(8)(B)) other than a Roth IRA or a designated Roth account. No other contributions will be accepted by the Custodian.

### Article II

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

### Article III

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

### Article IV

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

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

- (ii) the designated beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by one for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
- (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by one for each subsequent year.

(b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below:

- (i) the remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70½. But, in such case, if the Participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.
- (ii) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.

4. If the Participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the Participant's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:

- (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Participant reaches age 70½, is the Participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant and spouse's) attained age (or ages) in the year.
- (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

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

### Article V

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

### Article VI

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

### Article VII

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

### Article VIII

**8.01 Definitions:** In this part of this Agreement (Article VIII), the words "you" and "your" mean the Participant, the words "we," "us" and "our" mean the Custodian, "Code" means the Internal Revenue Code, and "Regulations" means the Treasury Regulations.

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

**8.03 Representations and Responsibilities:** You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you 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, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your SIMPLE IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall 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. You will have sixty (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 shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall 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 SIMPLE IRAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, 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, we may accept or provide such information in any other form permitted by the Code or applicable Regulations.

**8.04 Disclosure of Account Information:** We may use agents and/or subcontractors to assist in administering your SIMPLE IRA. We may release nonpublic personal information regarding your SIMPLE IRA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.

**8.05 Service Fees:** We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your SIMPLE 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 SIMPLE IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your SIMPLE IRA at our discretion. We reserve the right to charge any additional fee upon 30 days' notice to you that the fee will be effective. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this SIMPLE IRA.

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

**8.06 Investment of Amounts in the SIMPLE IRA:** You have exclusive responsibility for and control over the investment of the assets in your SIMPLE IRA, provided that such assets may only be invested in shares ("Shares") of John Hancock open-end mutual funds ("JH Funds"). All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which 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; our policies and practices; and this Agreement. After your death, your beneficiary(ies) shall have the right to direct the investment of your SIMPLE IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 8.03 of this article). We shall have no discretion to direct any investment in your SIMPLE IRA. We assume no responsibility for rendering investment advice with respect to your SIMPLE IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your SIMPLE IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we shall have the right to hold any uninvested amounts in cash, and we shall have no responsibility

to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your SIMPLE IRA, except in accordance with your instructions in a form acceptable to us. However, if you do not deliver timely voting instructions to us regarding JH Funds, you hereby authorize us and we may vote such Shares for or against any proposal in the same proportion as all JH Fund Shares for which voting instructions have been received.

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

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

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

Unless otherwise specified, a spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your SIMPLE IRA as his or her own.

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

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

**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 your 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.

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;
- distribute your entire SIMPLE IRA to you in a single sum payment; or
- determine your required minimum distribution from your SIMPLE 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 mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your SIMPLE IRA to another financial organization. If you do not complete a transfer of your SIMPLE IRA within 30 days from the date we mail the notice to you, we have the right to transfer your SIMPLE IRA assets to a successor SIMPLE IRA custodian or trustee that we choose in our sole discretion, or we may pay your SIMPLE IRA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, 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 your SIMPLE IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

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

If we are required to comply with Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

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

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

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

**8.12 Withdrawals or Transfers:** All requests for withdrawal or transfer shall be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and Regulations, including possible early withdrawal penalties or surrender charges and withholding requirements.



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

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

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

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

**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 our domicile shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall 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 shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

**8.17 Summary description requirements:** Notwithstanding Article V above, we will be deemed to have satisfied our summary description reporting requirements under Code section 408(l)(2) if either

- we provide a summary description directly to you, or
- we provide our name, address and withdrawal procedures to you, and your Employer provides you with all other required information.

## General instructions

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

### Purpose of Form

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

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

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

### Definitions

**Participant:** The Participant is the person who establishes the custodial account.

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

**Transfer SIMPLE IRA:** This SIMPLE IRA is a "transfer SIMPLE IRA" if it is not the original recipient of contributions under any SIMPLE IRA Plan. The summary description requirements of section 408(l)(2) do not apply to transfer SIMPLE IRAs.

## Specific instructions

**Article IV:** Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in

the year the Participant reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

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

## Disclosure statement

### Right to revoke your SIMPLE IRA

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

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

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

### Requirements of a SIMPLE IRA

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

**B. Maximum contribution:** The only contributions which may be made to your SIMPLE IRA are Employee elective deferrals under a qualified salary reduction agreement, Employer contributions and other contributions allowed by Code or related Regulations, which are made under a SIMPLE IRA Plan maintained by your Employer. Employee elective deferrals shall not exceed the lesser of 100% of your Compensation for the calendar year or \$15,500 for 2023, with possible cost-of-living adjustments each year thereafter. Your Employer may make additional contributions to your SIMPLE IRA within the limits prescribed in Internal Revenue Code (Code) section 408(p). Your Employer is required to provide you with information which describes the terms of its SIMPLE IRA Plan.

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

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

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

**D. Nonforfeitable:** Your interest in your SIMPLE IRA is nonforfeitable.

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

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

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

**H. Collectibles:** You may not invest the assets of your SIMPLE IRA in collectibles (within the meaning of Code section 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 Code section 408(m)(3)) are also permitted as SIMPLE IRA investments.

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

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

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

**3.** The applicable divisor is generally 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 annually 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.

- make no distribution until you give us a proper withdrawal request,
- distribute your entire SIMPLE IRA to you in a single sum payment, or
- determine your required minimum distribution each year based on your life expectancy calculated using the uniform lifetime table, and pay those distributions to you until you direct otherwise.

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

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

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

### 1. Death of SIMPLE IRA owner before

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

If you die on or after your required beginning date, distributions must be made to your beneficiary(ies) over the longer of the single life expectancy of your designated beneficiary(ies), or your remaining life expectancy. If a beneficiary other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary of your SIMPLE IRA for purposes of determining the distribution period.

If there is no designated beneficiary of your SIMPLE IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

If you die before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiary(ies), 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 beneficiary(ies)

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

## 2. Death of SIMPLE IRA owner on or after

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

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

An eligible designated beneficiary is any designated beneficiary who is

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

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

Generally, life expectancy distributions to an eligible designated beneficiary must commence by December 31 of the year following the year of your death. However, if your spouse is the eligible designated beneficiary, distributions need not commence until December 31 of the year you would have attained RMD age (as described in the *Required Minimum Distributions* section above), if

later. If your eligible designated beneficiary is your minor child, life expectancy payments must begin by December 31 of the year following the year of your death and continue until the child reaches the age of majority. Once the age of majority is reached, the beneficiary will have 10 years to deplete the account.

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

Unless otherwise specified, your spouse beneficiary shall have all rights as granted under the Code or applicable Treasury Regulations to treat your SIMPLE IRA as his or her own.

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

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

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

## K. Qualifying longevity annuity contracts and RMDs:

A qualifying longevity annuity contract (QLAC) is a deferred annuity contract that, among other requirements, must guarantee lifetime income starting no later than age 85.

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

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

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

## Income tax consequences of establishing a SIMPLE IRA

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

Participation in your Employer's SIMPLE IRA Plan renders you an active Participant for purposes of determining whether or not you can deduct contributions to a Traditional IRA.

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

**C. Tax credit for contributions:** You may be eligible to receive a tax credit for your SIMPLE IRA deferrals. This credit 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,
- 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 0–50% of eligible contributions. In order to determine the amount of your contributions, add all of the deferrals made to your SIMPLE IRA and reduce these contributions by any distributions that you may have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed \$2,000.

## 2023 Adjusted Gross Income\*

Joint Return	Head of Household	All Other Cases	Applicable Percentage
\$1–\$43,500	\$1–\$32,625	\$1–\$21,750	50
\$43,501–\$47,500	\$32,626–\$35,625	\$21,751–\$23,750	20
\$47,501–\$73,000	\$35,626–\$54,750	\$23,751–\$36,500	10
Over \$73,000	Over \$54,750	Over \$36,500	0

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

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

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

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

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

**G. Early distribution penalty tax:** If you receive a SIMPLE IRA distribution before you attain age 59½, an additional early distribution penalty tax of 10 percent (25 percent if less than two years have passed since you first participated in a SIMPLE IRA Plan Sponsored by your Employer) will apply to the taxable amount of the distribution unless one of the following exceptions apply. **1) Death.** After your death, payments made to your beneficiary are not subject to the 10 percent early distribution penalty tax. **2) Disability.** If you are disabled at the time of distribution, you are not subject to the additional 10 percent early distribution penalty tax. In order to be disabled, a physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration. **3) Substantially equal periodic payments.** You are not subject to the additional 10 percent early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary. You must continue these payments for the longer of five years or until you reach age 59½. **4) Unreimbursed medical expenses.** If you take

payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income, you will not be subject to the 10 percent early distribution penalty tax. For further detailed information and effective dates, you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS. The medical expenses may be for you, your spouse, or any dependent listed on your tax return. **5) Health insurance premiums.** If you are unemployed and have received unemployment Compensation for 12 consecutive weeks under a federal or state program, you may take payments from your SIMPLE IRA to pay for health insurance premiums without incurring the 10 percent early distribution penalty tax.

**6) Higher education expenses.** Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse, will not be subject to the 10 percent early distribution penalty tax. **7) First-time homebuyer.**

You may take payments from your SIMPLE IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of \$10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution.

**8) IRS levy.** Payments from your SIMPLE IRA made to the U.S. government in response to a federal tax levy are not subject to the 10 percent early distribution penalty tax. **9) Qualified reservist distributions.** If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your SIMPLE IRA during the active duty period are not subject to the 10 percent early distribution penalty tax. **10) Qualified birth or adoption.** Payments from your SIMPLE IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10 percent early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed \$5,000 for each birth or adoption.

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

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

**H. Rollovers and conversions:** Your SIMPLE IRA may be rolled over to another SIMPLE IRA, Traditional IRA, or SIRA (7/24)

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

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

You are permitted to roll over only one distribution from an IRA (Traditional, Roth, or SIMPLE) in a 12-month period, regardless of the number of IRAs you own. A distribution may be rolled over to the same IRA or to another IRA that is eligible to receive the rollover. For more information on rollover limitations, you may 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. Traditional IRA-to-SIMPLE IRA Rollovers:** Funds distributed from your Traditional IRA may be rolled over to a SIMPLE IRA if the requirements of IRS 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).

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

If you elect to receive your rollover distribution prior

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

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

**4. SIMPLE IRA-to-Traditional IRA Rollovers:** Funds may be distributed from your SIMPLE IRA and rolled over to your Traditional IRA without IRS penalty, provided two years have passed since you first participated in a SIMPLE IRA Plan Sponsored by your Employer. As with SIMPLE IRA-to-SIMPLE IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to Traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received.

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

**5. SIMPLE IRA-to-Employer-Sponsored Retirement Plans Rollovers:** You may roll over, directly or indirectly, any eligible rollover distribution from a SIMPLE IRA to an Employer's qualified retirement Plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred Compensation Plan, provided two years have passed since you first participated in a SIMPLE IRA Plan Sponsored by your Employer. However, the Employer-Sponsored retirement Plan must allow for such rollover contributions.

**6. SIMPLE IRA-to-Roth Conversions:** You are eligible to convert all or any portion of your existing SIMPLE IRA(s) into your Roth IRA(s), provided two years have passed since you first participated in a SIMPLE IRA Plan Sponsored by your Employer. If you convert to a Roth IRA, the amount of the conversion from your SIMPLE IRA to your Roth IRA will be treated as a distribution for income tax purposes, and is includible in your gross income. Although the conversion amount generally is included in income, the 10% early distribution penalty tax will not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10% early distribution penalty tax. If you are required to take a required minimum distribution for the year, you must remove your required minimum distribution before converting your SIMPLE IRA.

**7. Rollover of IRS Levy:** If you receive a refund of eligible retirement plan assets that had been wrongfully levied, you may roll over the amount returned up until your tax return due date (not including extensions) for the year in which the money was returned.



**8. Written Election:** At the time you make a rollover to a SIMPLE IRA, you must designate in writing to us, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

## I. Repayments of Certain Distributions.

**1. Qualified Birth or Adoption Distributions.** If you have taken a qualified birth or adoption distribution, you may generally pay all or a portion of the aggregate amount of such distribution to a SIMPLE IRA at any time during the three-year period beginning on the day after the date on which such distribution was received. In the case of a qualified birth or adoption distribution made on or before December 29, 2022, the deadline to repay the distribution is December 31, 2025.

**2. Terminal Illness Distributions.** If you have taken a distribution due to a terminal illness, you may generally pay all or a portion of the aggregate amount of such distribution to a SIMPLE IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.

**3. Domestic Abuse Distributions.** Beginning in 2024, if you have taken a distribution because you are a victim of domestic abuse, you may generally pay all or a portion of the aggregate amount of such distribution to a SIMPLE IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.

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

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

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

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

## Limitations and restrictions

### A. Deduction of rollovers and transfers:

A deduction is not allowed for rollover contributions or transfers.

**B. Gift tax:** Transfers of your SIMPLE IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.

**C. Special tax treatment:** Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to SIMPLE IRA distributions.

**D. Prohibited transactions:** If you or your beneficiary engage in a prohibited transaction with your SIMPLE IRA, as described in Code section 4975, your SIMPLE IRA will lose its tax-deferred status, and you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your SIMPLE IRA: 1) taking a loan from your SIMPLE IRA; 2) buying property for personal use (present or future) with SIMPLE IRA funds; or 3) receiving certain bonuses or premiums because of your SIMPLE IRA.

**E. Pledging:** If you pledge any portion of your SIMPLE IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.

## Other

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

**B. Additional information:** For further information on SIMPLE IRAs, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or by visiting the IRS website at [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. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

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

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

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

### Repayments of withdrawals for home purchase.

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

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

**F. Coronavirus-related distributions (CRDs):** If you qualified in 2020, you were able to withdraw up to \$100,000 in aggregate from your IRAs and eligible retirement plans as a CRD, without paying the 10 percent early distribution penalty tax. You were a qualified individual if you (or your spouse or dependent) was

diagnosed with the COVID-19 disease or the SARS-CoV-2 virus in an approved test; or if you experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reduced hours of a business owned or operated by you due to such virus or disease, or other factors as determined by the IRS. A CRD must have been made on or after January 1, 2020, and before December 31, 2020.

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

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

## IRA financial disclosure

The value of your IRA will be solely dependent upon the performance of any investment instrument used to fund your IRA. Therefore, no projection of the growth of your IRA can reasonably be shown or guaranteed. Terms and conditions of the IRA, which affect your investment are listed below.

### Investment Options

Your IRA will be invested in investments we offer directly or those we offer through a relationship with a registered securities broker-dealer.

### Fees

There are certain fees and charges connected with your IRA investments. These fees and charges may include the following.

- Sales Commissions
- Investment Management Fees
- Distribution Fees
- Annual Maintenance Fees

To find out what fees apply, read the prospectus, which will describe the terms of your IRA investment.

There may be certain fees and charges connected with the IRA itself, such as Calendar Year Maintenance Fees. Refer to the Custodial Agreement for further information.

### Earnings

The method for computing and allocating earnings (interest, dividends, etc.) on your investment will vary with the nature and issuer of the investment chosen. Please refer to the prospectus of the investment(s) of your choice for the method(s) used for computing and allocating annual earnings.



TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

John Hancock Life & Health Insurance Company  
380 Stuart Street  
Boston, MA 02116

EIN Number: 13-3072894

Re: John Hancock Life & Health Insurance Company – Nonbank Trustee/Custodian  
Application

Ladies and Gentlemen:

In a letter dated August 10, 2009, and as supplemented by letters, facsimiles, and emails dated September 11, 18, 22, October 27, and November 5, 6, and 10, 2009, your authorized representative requested a written Notice of Approval that John Hancock Life & Health Insurance Company may act as a passive nonbank custodian of medical savings accounts established under section 220 of the Internal Revenue Code and health savings accounts described in section 223, passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b).

Section 220(d)(1)(B) of the Code (dealing with Archer MSAs (medical savings accounts)) provides, in pertinent part, that the trustee of a medical savings account must be a bank (as defined in section 408(n)), an insurance company (as defined in section 816), or another person who demonstrates to the satisfaction of the Secretary that the manner in which such person will administer the trust will be consistent with the requirements of this section. Q & A-10 of Notice 96-53, 1996-2 C.B. 219 provides, in pertinent part, that persons other than banks, insurance companies, or previously approved IRA trustees or custodians may request approval to be a trustee or custodian in accordance with the procedures set forth in section 1.408-2(e) of the Income Tax Regulations.

Section 223(d)(1)(B) of the Code provides, in pertinent part, that the trustee of a health savings account must be a bank (as defined in section 408(n)), an insurance company (as defined in section 816), or another person who demonstrates to the satisfaction of the Secretary that the manner in which such person will administer the trust will be consistent with the requirements of this section. Section 223(d)(4)(E) provides, in

## John Hancock Life & Health Insurance Company

general, that rules similar to section 408(h) (dealing with custodial accounts) also apply to health savings accounts.

Section 401(f)(1) of the Code provides that a custodial account shall be treated as a qualified trust under this section if such custodial account would, except for the fact it is not a trust, constitute a qualified trust under this section. Section 401(f)(2) provides that the custodian must be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will hold the assets will be consistent with the requirements of section 401 of the Code. Section 401(f) also provides that in the case of a custodial account treated as a qualified trust, the person holding the assets of such account shall be treated as the trustee thereof.

Section 403(b)(7)(A) of the Code requires, in part, that for amounts paid by an employer to a custodial account to be treated as amounts contributed to an annuity contract for his employee, the custodial account must satisfy the requirements of section 401(f)(2). That section also requires, in order for the amounts paid by an employer to be treated as amounts contributed to an annuity contract for his employee, that the amounts are to be invested in regulated investment company stock to be held in the custodial account, and under the custodial account no such amounts may be paid or made available to any distributee before the employee dies, attains age 59 1/2, has a severance from employment, becomes disabled (within the meaning of section 72(m)(7)), or in the case of contributions made pursuant to a salary reduction agreement (within the meaning of section 3121(a)(1)(D)), encounters financial hardship.

Section 408(a)(2) of the Code requires that the trustee of an IRA be a bank (as defined in section 408(n) of the Code) or such other person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the IRA will be consistent with the requirements of section 408.

Section 408(h) of the Code provides that a custodial account shall be treated as a trust under this section if the assets of such account are held by a bank (as defined in subsection (n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an IRA described in subsection (a). Section 408(h) also provides that, in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

Section 408A of the Code provides, in general, that a Roth IRA shall be treated in the same manner as an individual retirement plan. Section 7701(a)(37)(A) defines an individual retirement plan as an individual retirement account described in section 408.



## John Hancock Life & Health Insurance Company

Section 530(b)(1)(B) of the Code (dealing with Coverdell education savings accounts) requires that the trustee of such an account be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which that person will administer the trust will be consistent with the requirements of this section or who has so demonstrated with respect to any individual retirement plan.

Section 530(g) of the Code (dealing with Coverdell education savings accounts) provides that a custodial account shall be treated as a trust if the assets of such account are held by a bank (as defined in section 408(n)) or another person who demonstrates, to the satisfaction of the Secretary, that the manner in which he will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an account described in subsection (b)(1). For purposes of title 26 [the Internal Revenue Code], in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

Section VII of Notice 98-8, 1998-1 C.B. 355 (guidance relating to the requirements applicable to eligible deferred compensation plans described in section 457(b) of the Code), provides, in pertinent part, that for purposes of the trust requirements of section 457(g)(1), a custodial account will be treated as a trust if the custodian is a bank, as described in section 408(n), or a person who meets the nonbank trustee requirements of section VIII of this notice, and the account meets the requirements of section VI of this notice, other than the requirement that it be a trust. Section VIII provides that the custodian of a custodial account may be a person other than a bank only if the person demonstrates to the satisfaction of the Commissioner that the manner in which the person will administer the custodial account will be consistent with the requirements of sections 457(g)(1) and (g)(3) of the Code. To do so, the person must demonstrate that the requirements of paragraphs (2)-(6) of section 1.408-2(e) of the regulations relating to nonbank trustees will be met.

The Income Tax Regulations at section 1.408-2(e) contain the requirements that such other person must comply with in order to act as trustee or custodian, for purposes of sections 220, 223, 401(f), 403(b)(7), 408(a)(2), 408(h), 408(q), 408A, 457(b) and 530 of the Code. One of the requirements of section 1.408-2(e) states that such person must file a written application with the Commissioner demonstrating, as set forth in that section, its ability to act as a trustee or custodian.

Because John Hancock Life & Health Insurance Company represents that it is an insurance company as defined in section 816 of the Code, pursuant to sections 220(d)(1)(B) and 223(d)(1)(B) of the Code, John Hancock Life & Health Insurance Company is not required to meet the requirements of section 1.408-2(e) of the regulations in order to serve as the custodian of medical savings accounts described in section 220 and health savings accounts described in section 223.

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Based on all the information submitted to this office and all the representations made in the application, we have concluded that John Hancock Life & Health Insurance Company meets the requirements of section 1.408-2(e) of the regulations and, therefore, is approved to act as a passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b).

This Notice of Approval authorizes John Hancock Life & Health Insurance Company to act only as a passive nonbank custodian within the meaning of section 1.408-2(e)(6)(i)(A) of the regulations, that is, it is authorized only to acquire and hold particular investments specified by the custodial agreement. It may not act as a passive custodian if under the written custodial agreement it has discretion to direct investments of the custodial funds.

This Notice of Approval while authorizing John Hancock Life & Health Insurance Company to act as a custodian does not authorize it to pool accounts in a common investment fund (other than a mutual fund) within the meaning of section 1.408-2(e)(5)(viii)(C) of the regulations. John Hancock Life & Health Insurance Company may not act as a custodian unless it undertakes to act only under custodial agreements that contain a provision to the effect that the grantor is to substitute another trustee or custodian upon notification by the Commissioner that such substitution is required because John Hancock Life & Health Insurance Company has failed to comply with the requirements of section 1.408-2(e) of the regulations or is not keeping such records, or making such returns or rendering such statements as are required by forms or regulations. For example, one such form is Form 990-T for IRAs that have \$1000 or more of unrelated business taxable income that is subject to tax by section 511(b)(1) of the Code.

John Hancock Life & Health Insurance Company is required to notify the Commissioner of Internal Revenue, Attn: SE:T:EP:RA, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representations made in its application. Further, the continued approval of John Hancock Life & Health Insurance Company to act as a passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive or non-passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b) is contingent upon the continued satisfaction of the criteria set forth in section 1.408-2(e) of the regulations.



John Hancock Life & Health Insurance Company

This approval Notice of Approval is not transferable to any other entity. An entity that is a member of a controlled group of corporations, within the meaning of section 1563(a) of the Code, may not rely on a Notice of Approval issued to another member of the same controlled group. Furthermore, any entity that goes through an acquisition, merger, consolidation or other type of reorganization may not necessarily be able to rely on the Notice of Approval issued to such entity prior to the acquisition, merger, consolidation or other type of reorganization. Such entity may have to apply for a new Notice of Approval in accordance with section 1.408-2(e) of the regulations.


This Notice of Approval constitutes a notice that John Hancock Life & Health Insurance Company may act as a passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b) and does not bear upon its capacity to act as a trustee or custodian under any other applicable law. This is not an endorsement of any investment. The Internal Revenue Service does not review or approve investments.

This Notice of Approval is effective as of the date of this notice and will remain in effect until withdrawn by John Hancock Life & Health Insurance Company or revoked by the Service. This Notice of Approval does not authorize John Hancock Life & Health Insurance Company to accept any fiduciary account before this notice becomes effective.

In accordance with the power of attorney on file in this office, a copy of this notice is being sent to your authorized representative.

If you have any questions, please contact Mr. Ernest L. Tichenor (Badge No. 50-37980) at (202) 283-9571.

Sincerely,



Carlton A. Watkins, Manager  
Employee Plans Technical Group 1

For information about any John Hancock fund, please read the prospectus. The prospectus contains more complete information about factors that should be considered before investing, including investment objectives, charges, expenses, and risks. Please read the prospectus carefully before investing or sending money. For prospectuses, contact your financial professional, call John Hancock at 800-225-5291, or visit [jhinvestments.com](http://jhinvestments.com).



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