

COVERDELL ESA CUSTODIAL ACCOUNT

Form 5305-EA Under Section 530 of the Internal Revenue Code FORM (REV. MARCH 2002)

教育儲蓄帳戶

5303表格在國稅法 (Internal Revenue Code) 530章節之下。

The Depositor whose name appears on the Application is establishing a Coverdell Education Savings Account under Section 530 for the benefit of the Designated Beneficiary whose name appears on the Application exclusively to pay for the qualified elementary, secondary, and higher education expenses, within the meaning of Section 530(b)(2), of such Designated Beneficiary. The Depositor has assigned the custodial account the sum indicated on the Application. The Depositor and the Custodian make the following agreement:

ARTICLE I

The Custodian may accept additional cash contributions provided the Designated Beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the Designated Beneficiary by the due date of the beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in section 530(c)(2).

ARTICLE II

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 a common investment fund (within the meaning of Section 530(b)(1)(D)).

ARTICLE III

1. Any balance to the credit of the Designated Beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the Designated Beneficiary shall be distributed within 30 days of his or her death **unless** the designated death beneficiary is a Family Member of the Designated Beneficiary and is under the age of 30 on the date of death. In such case, that Family Member shall become the Designated Beneficiary as of the date of death.

ARTICLE IV

The Depositor shall have the power to direct the Custodian regarding the investment of the amount listed on the Application assigned to the custodial account (including earnings thereon) in the investment choices offered by the Custodian. The Responsible Individual, however, shall have the power to redirect the Custodian regarding the investment of such amounts, as well as the power to direct the Custodian regarding the investment of all additional contributions (including earnings thereon) to the custodial account. In the event that the Responsible Individual does not direct the Custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the Depositor also will govern all additional contributions made to the custodial account until such time as the Responsible Individual otherwise directs the Custodian. Unless otherwise provided in this agreement, the Responsible Individual also shall have the power to direct the Custodian regarding the administration, management, and distribution of the account.

ARTICLE V

The Responsible Individual named by the Depositor shall be a parent or guardian of the Designated Beneficiary. The custodial account shall have only one Responsible Individual at any time. If the Responsible Individual becomes incapacitated or dies while the Designated Beneficiary is a minor under state law, the successor Responsible Individual shall be the person named to succeed in that capacity by the preceding Responsible Individual in a witnessed writing or, if no successor is so named, the successor Responsible Individual shall be the Designated Beneficiary's other parent or successor guardian. Unless otherwise directed by checking the option on the Application, at the time that the Designated Beneficiary attains the age of majority under state law, the Designated Beneficiary becomes the Responsible Individual. If a Family Member under the age of majority under state law becomes the Designated Beneficiary by reason of being a named death beneficiary, the Responsible Individual shall be such Designated Beneficiary's parent or guardian.

ARTICLE VI

(See the Application and Section 10.04 of this agreement for information regarding the Responsible Individual's ability to change the Designated Beneficiary named by the Depositor.)

ARTICLE VII

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by Section 530(h).
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Responsible Individual the reports prescribed by the IRS.

ARTICLE VIII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with Section 530 and the related regulations will be invalid.

ARTICLE IX

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the Depositor and the Custodian whose signatures appear on the Application.

ARTICLE X

10.01 Notices And Change Of Address: Any required notice regarding this Coverdell ESA will be considered effective when the Custodian mails it to the last address of the intended recipient which the Custodian has in its records. Any notice to be given to the Custodian will be considered effective when the Custodian actually receives it. The Responsible Individual must notify the Custodian of any change of address.

根據 530 章節，申請書上命名的存款人以出現在申請書上的指定受益人的利益開設一個教育儲蓄帳戶，專門支付此指定收益人在 530(b)(2) 章節所規定的允許範圍之內合格的小學，中學及大學教育的費用。存款人已經為監管人帳戶放置了在申請書上標明的數額。存款人和監管人達成以下協議：

第一條

監管人可以接受為指定受益人所提供的額外現金存款，前提是在存款存入的時，指定存款人未達到18歲。個人存款者可在指定受益人稅收年（不包括延長期）的當年稅收申報日期前進行存款。所有存款，若非在530(d)(5) 章節中所描述的滾存存款，限定金額為每稅務年\$2,000美元。在個人存款者的情況下，當修正調整后總收入(AGI)在\$95,000到\$110,000之間，任何年度的\$2,000美元的限制會逐步減少。在已婚個人聯合申報的情況下，當修正調整后總收入(AGI)在\$190,000到\$220,000之間，任何年度的\$2,000美元的限制會逐步淘汰。修正調整后總收入(AGI)的定義在530(c)(2) 章節中。

第二條

監管帳戶中的資金不可以投資人壽保險合約，或與其他財產混合，普通信託基金 (common trust fund) 或普通投資基金 (common investment fund) 除外（在 530(b)(1)(D) 章節所規定的範圍內）。

第三條

1. 針對指定受益人的所有存款餘額應當在他或她達到30歲后的30天內分配給他或她。
2. 針對指定受益人的所有存款餘額會在他或她死亡后30天內分配給他或她，除非指定死亡受益人為指定受益人的一個家庭成員並且在死亡日仍未滿30歲。在這種情況下，此家庭成員將在死亡日成為指定受益人。

第四條

對於在申請中列出、放置在監管帳戶中的數額，存款人有權利指示監管人在監管人提供的投資產品做的投資選擇（包括其中的收益部分）。然而，負責人應有權重新指示監管人有關此數額的投資，同時負責人還應有權指示監管人有關監管帳戶中所有額外存款（包括其中的收益部分）的投資。就有關監管帳戶中所有額外存款（包括其中的收益部分），在負責人沒有給監管人投資指示的情況下，存款人最初的投資指示將管轄監管帳戶中所有額外存款，直到負責人另行指示監管人為止。除非在此協議中另外提出，否則負責人也應有權指示監管人有關帳戶的經營，管理及分配。

第五條

由存款人命名的負責人應為指定受益人父母的一方或監護人。任何時候監管帳戶都只能有一個負責人。如果負責人失去能力或死亡時，指定受益人在州法律的定義下仍是未成年人，繼任負責人應為前任負責人以一種被見證的書面形式而命名的；如果沒有繼任負責人被命名，繼任負責人應為指定受益人父母的另一方或繼任監護人。除非在申請中另作選擇，當指定受益人達到州法律所規定的成年人的年齡后，指定受益人成為負責人。如果一個家庭成員未達到州法律所規定的成年人的年齡后因被命名為死亡受益人而成為指定受益人，負責人應為此指定受益人的父母或監護人。

第六條

（參見申請及此協議書的10.04章節有關責任人改變由存款人命名的指定受益人的內容）

第七條

1. 存款人同意為監管人提供所有根據530(H) 章節規定要求準備報告而需要的所有資料。
2. 監管人同意向國稅局 (IRS) 和責任個人提交國稅局指定的報告。

第八條

雖然任何其他條例可能會被添加或隱含，在1條至3條中的規定以及此句話是有控制效力的。任何與530章節不相符的條款和相關條例將是無效的。

第九條

為了符合相關的條例和法規的需要，此協議將會被修訂。在簽署此申請的存款人和監管人的允許下，可以做出其他的修訂。

第十條

10.01 通知和地址更改：當將任何有關該教育儲蓄帳戶的必要通知，按照最後的地址記錄發送給特定接收人時，此通知將被視為有效。當監管人真正接收到任何被遞送給監管人的通知時，此通知才會被視為有效。負責人必須通知監管人有關地址的一切變更。

10.02 Representations And Responsibilities: The Depositor and the Responsible Individual represent and warrant to the Custodian that any information the Depositor and Responsible Individual have given or will give the Custodian with respect to this agreement is complete and accurate. Further, the Depositor and the Responsible Individual agree that any directions they give the Custodian, or action they take will be proper under this agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be liable for acting upon any instructions given by the Responsible Individual named on the Application prior to the time the Custodian receives appropriate written notice that the Designated Beneficiary has met the requirements for assuming control of the Coverdell ESA, or that a new Responsible Individual has been appointed. The Custodian shall not be responsible for losses of any kind that may result from the Depositor's and Responsible Individual's directions to it or the Depositor's and Responsible Individual's actions or failures to act. The Depositor and Responsible Individual agree to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions or failures to act. The Custodian has no duty to determine whether the contributions or distributions with respect to this Coverdell ESA comply with the Code, regulations, rulings or this agreement and shall not be responsible for any penalties, taxes, judgments or expenses of the Designated Beneficiary or any Depositor to this Coverdell ESA.

Notwithstanding anything in this agreement to the contrary, the Custodian may establish a policy permitting someone other than the Designated Beneficiary's parent or legal guardian to serve as Responsible Individual, provided the individual is not prohibited by law from serving in that capacity and fulfilling his or her obligations under this agreement.

10.03 Service Fees: The Custodian has the right to charge an annual service fee or other designated fees (for example, a transfer, rollover or termination fee) for maintaining this Coverdell ESA. In addition, the Custodian has the right to be reimbursed for all reasonable expenses incurred in connection with the administration of this Coverdell ESA. The Custodian may charge the Designated Beneficiary separately for any fees or expenses or may deduct the amount of the fees or expenses from the assets in this Coverdell ESA at the Custodian's discretion. The Custodian reserves the right to charge any additional fee upon 30 days notice to the Responsible Individual that the fee will be effective.

Any brokerage commissions attributable to the assets in the Coverdell ESA will be charged to the Coverdell ESA. The Responsible Individual, Depositor or Designated Beneficiary cannot reimburse the Coverdell ESA for those commissions.

10.04 Beneficiary(ies):

1. Unless indicated otherwise on the Application, the Responsible Individual may not change the Designated Beneficiary. If the Depositor has indicated on the Application that the Responsible Individual may change the beneficiary designated under this agreement and the Responsible Individual chooses to do so, the Responsible Individual must designate a member of the family (as defined in Section 529(e)(2)) of the existing Designated Beneficiary. This designation can only be made on a form prescribed by the Custodian.

2. The Depositor or Responsible Individual may name one or more person or entity as death beneficiary of this Coverdell ESA. This designation can only be made on a form prescribed by the Custodian and it will only be effective when it is filed with the Custodian during the lifetime of the Designated Beneficiary. Each beneficiary designation filed with the Custodian will cancel all previous ones unless the beneficiary designation specifies otherwise. The consent of a death beneficiary shall not be required in order to revoke a death beneficiary designation. If a death beneficiary is not designated with respect to this Coverdell ESA, the Designated Beneficiary's estate will be the death beneficiary.

10.05 Termination: Either the Custodian or the Responsible Individual may terminate this agreement at any time by giving written notice to the other. The Custodian can resign as Custodian at any time effective 30 days after mailing written notice of its resignation to the Responsible Individual. Upon receipt of that notice, the Responsible Individual must make arrangements to transfer the Coverdell ESA to another financial organization. If the Responsible Individual does not complete a transfer of the Coverdell ESA within 30 days from the date the Custodian mails the notice to the Responsible Individual, the Custodian has the right to transfer the Coverdell ESA assets to a successor Coverdell ESA trustee or custodian that the Custodian chooses in its sole discretion or the Custodian may pay the Coverdell ESA balance to the Designated Beneficiary in a single sum. The Custodian shall not be liable for any actions or failures to act on the part of any successor trustee or custodian nor for any tax consequences the Designated Beneficiary may incur that result from the transfer or distribution of the Coverdell ESA assets pursuant to this section.

If this agreement is terminated, the Custodian may hold back from the Coverdell ESA a reasonable amount of money that it believes is necessary to cover any one or more of the following:

- any fees, expenses or taxes chargeable against the Coverdell ESA;
- any penalties associated with the early withdrawal of any savings instrument or other investment in the Coverdell ESA.

If the Custodian is merged with another organization (or comes under the control of any Federal or State agency) or if the entire organization (or any portion which includes the Coverdell ESA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of the Coverdell ESA, but only if it is the type of organization authorized to serve as a Coverdell ESA trustee or custodian.

If the Custodian is required to comply with Section 1.408-2(e) of the Treasury Regulations and fails to do so, or the Custodian is not keeping the records, making the returns or sending the statements as are required by forms or regulations, the IRS may, after notifying the Responsible Individual or the Designated Beneficiary, require that a substitute trustee or custodian be appointed.

10.06 Amendments: The Custodian shall have the right to amend this agreement at any time. Any amendment the Custodian makes to comply with the Code and related regulations does not require the consent of either the Responsible Individual or the Depositor. Notwithstanding anything in this agreement to the contrary, other amendments may be made with the consent of the Responsible Individual. The Responsible Individual will be deemed to have consented to any other amendment unless, within 30 days from the date the Custodian mails the amendment, the Responsible Individual notifies the Custodian in writing that the Responsible Individual does not consent.

10.02 代表和責任：存款人和負責人代表並向監管人保證存款人和負責人提供或將要提供給監管人的關於此協議書的信息都是完整且準確的。不僅如此，存款人和負責人同意存款人和負責人給監管人的任何指示，或採取的任何行動在此同意書之下是恰當的，而且監管人被授權依賴此種信息或指示。在監管人接到適當的指定受益人符合要求承擔此教育儲蓄帳戶的控制權，或新的負責人被指定的書面通知之前，監管人應不對由於按照申請上命名的負責人給出的指示所採取的任何行動承擔任何責任。監管人對任何因存款人和負責人的指示，或者存款人和負責人的行動或沒有採取的行動而產生的損失不承擔任何責任。存款人和負責人同意對因這些指示，行動或沒有採取的行動，對監管人產生的損失向監管人進行補償。監管人沒有義務來決定有關此教育儲蓄帳戶的存款或分配是否符合法律，法規，條例，規則或該協議，並且不應對此教育儲蓄帳戶的指定受益人或任何一個存款人的處罰，稅務，裁判或費用負責。

除非在這個協議中另外說明，監管人可以設定一個政策，允許指定受益人父母或法定監護人以外的人作為負責人，前提是沒有法律禁止此人擔任這一職位和履行他/她在協議中的義務。

10.03 服務費用：對於維護您的教育儲蓄帳戶，監管人有權收取年度服務費或其他指定費用（如，轉移、滾存、或終止費用）。另外，監管人有權得到與管理教育儲蓄帳戶有關的所有合理費用得到補償。監管人可以就任何費用或花費對指定受益人進行單獨收費，監管人也可以自己決定從教育儲蓄帳戶的財產之中扣除此費用或花費的金額。監管人保留收取其他附加費用的權利，只要在30天前通知負責人此費用即將生效即可。

任何源於教育儲蓄帳戶的財產的經紀佣金將從教育儲蓄帳戶中收取。負責人，存款人或指定受益人將不能將佣金補償到教育儲蓄帳戶中。

10.04 受益人（們）：

1. 除非在申請上指明，否則負責人不能更改指定受益人。如果存款人在申請中指明負責人可根據協議更改指定受益人且負責人選擇更改，負責人必須指定現任指定受益人的一個家庭成員（根據 529(e)(2) 章節定義）。此指定只能在監管人所提供的表格上做出。

2. 存款人或負責人可以指定一個或多個人或實體作為此教育儲蓄帳戶的死亡受益人。此指定只能以監管人所提供的表格上做出，且只有在指定受益人生命期間與監管人申請備案才視為有效。除非有其他的特別說明，否則每一個與監管人申請備案的受益人指定都將取消所有之前申請備案的任命。在取消死亡受益人指定時，並不需要取得死亡受益人的同意。如果教育儲蓄帳戶並沒有一個指定的死亡受益人，指定受益人的遺產將成為死亡受益人。

10.05 終止：監管人或負責人都可以在任何時候通過向另一方提供書面通知結束此協議書。監管人可以在書面通知寄給負責人的30天內辭去作為帳戶監管人。在收到此通知之後，負責人必須採取措施將教育儲蓄帳戶轉移到另一金融機構。如果在監管人寄出給負責人通知的30天內，負責人沒有完成對教育儲蓄帳戶的轉移，監管人有權將教育儲蓄帳戶轉移到由監管人單方決定的繼任的教育儲蓄帳戶信託人或監管人，或者監管人可以一次性將教育儲蓄帳戶中的資金餘額支付給指定受益人。監管人對任何繼任信託人或監管人的任何行動或未採取行動不承擔任何責任，也不對因轉移或分配教育儲蓄帳戶的資產而產生的稅務承擔任何責任。如果此協議被中止，監管人將對教育儲蓄帳戶收取一定數量的合理費用，監管人相信此費用有必要涵蓋以下的一種或多種花費：

- 針教育儲蓄帳戶徵收的任何費用，開銷或稅收；
- 對教育儲蓄帳戶中任何存儲產品或其他投資的任何提前支取的罰金。

如果監管人被另一機構（或被任何聯邦或州代理人所控制）兼併，或如果整個機構（或包括教育儲蓄帳戶的部分機構）被另一機構購買，在該機構是授權的教育儲蓄帳戶的信託人或監管人的情況下，該機構將自動成為教育儲蓄帳戶的信託人或監管人。

如果監管人被要求服從財政法規第1.408-2(e)條款的要求但沒有達到此要求，或監管人沒有按照法規所要求的形式保留記錄，做出退款，或發送月結單，國稅局(IRS)可能會在通知責任人或指定受益人之後，要求任命另一個信託人或監管人來替代現任監管人。

10.06 修改：監管人有權在任何時候修改此協議書。只要符合法律和相關法規，監管人做出的任何修改都不需要徵得負責人或存款人的同意。即使與此協議中的條款相反，在負責人同意下可作出其他修改。在監管人給負責人寄出修改的30天之內，如果負責人不同意此修改，那麼負責人將被視為已經同意了這些修改。

10.07 Transfers From Other Plans: The Custodian can receive amounts transferred to the Coverdell ESA from the custodian or trustee of another Coverdell ESA.

10.08 Liquidation Of Assets: The Custodian has the right to liquidate assets in the Coverdell ESA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against the Coverdell ESA. If the Responsible Individual fails to direct the Custodian as to which assets to liquidate, the Custodian will decide in its complete and sole discretion and the Responsible Individual agrees not to hold the Custodian liable for any adverse consequences that result from the Custodian's decision.

10.09 Restrictions On The Fund: Neither the Responsible Individual, the Designated Beneficiary (nor anyone acting on behalf of the Designated Beneficiary), the Depositor nor any contributor may sell, transfer or pledge any interest in the Coverdell ESA in any manner whatsoever, except as provided by law or this agreement.

The assets in the Coverdell ESA shall not be responsible for the debts, contracts or torts of the Responsible Individual, the Designated Beneficiary, the Depositor or any person entitled to distributions under this agreement.

10.10 What Law Applies: This agreement is subject to all applicable Federal and State laws and regulations. If it is necessary to apply any State law to interpret and administer this agreement, the law of the Custodian's domicile shall govern.

If any part of this agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Responsible Individual's nor the Custodian's 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 the parties' right thereafter to enforce each and every such provision.

INSTRUCTIONS

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

PURPOSE OF FORM

Form 5305-EA is a model custodial account agreement that meets the requirements of Section 530(b)(1) and has been pre-approved by the IRS. A Coverdell Education Savings Account (ESA) is established after the form is fully executed by both the Depositor and the Custodian. This account must be created in the United States for the exclusive purpose of paying the qualified elementary, secondary, and higher education expenses of the Designated Beneficiary.

If the model account is a trust account, see Form 5305-E, Coverdell Education Savings Trust Account.

Do not file Form 5305-EA with the IRS. Instead, the Depositor must keep the completed form in its records.

DEFINITIONS

Custodian: The Custodian must be a bank or savings and loan association, as defined in Section 408(n), or any person who has the approval of the IRS to act as Custodian. Any person who may serve as a Custodian of a Traditional IRA may serve as the Custodian of a Coverdell ESA.

Depositor: The Depositor is the person who establishes the custodial account.

Designated Beneficiary: The Designated Beneficiary is the individual on whose behalf the custodial account has been established.

Family Member: Family Members of the Designated Beneficiary include his or her spouse, child, grandchild, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law, and the spouse of any such individual. A first cousin, but not his or her spouse, is also a "family member."

Responsible Individual: The Responsible Individual, generally, is a parent or guardian of the Designated Beneficiary. However, under certain circumstances, the Responsible Individual may be the Designated Beneficiary.

IDENTIFICATION NUMBERS

The Depositor's and Designated Beneficiary's social security numbers will serve as their identification numbers. If the Depositor is a nonresident alien and does not have an identification number, write "Foreign" in the block where the number is requested. The Designated Beneficiary's social security number is the identification number of his or her Coverdell ESA. If the Designated Beneficiary is a nonresident alien, the Designated Beneficiary's individual taxpayer identification number is the identification number of his or her Coverdell ESA. An employer identification number (EIN) is required only for a Coverdell ESA for which a return is filed to report unrelated business income. An EIN is required for a common fund created for Coverdell ESAs.

SPECIFIC INSTRUCTIONS

Note: The age limitation restricting contributions, distributions, rollover contributions, and change of beneficiary are waived for a designated beneficiary with special needs.

Article X: Article X and any that follow may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, provisions relating to: definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, treatment of excess contributions, and prohibited transactions with the Depositor, Designated Beneficiary, or Responsible Individual, etc. Attach additional pages as necessary.

Optional Provisions in Article V and Article VI: Form 5305-EA may be reproduced in a manner that provides only those optional provisions offered by the Custodian.

10.07 從其他計劃轉入：監管人可以從其他的教育儲蓄帳戶監管人或信託人接受轉入此教育監管帳戶的金額。

10.08 資金的清算：如有必要，監管人有權對教育儲蓄帳戶中的財產進行清算來分配或支付對教育儲蓄帳戶恰當收取的費用、花費、稅收。如果負責人沒有指示監管人哪部分資產應被清算，監管人將可以對此全權決定，負責人同意不就任何因監管人的決定而產生的負面結果追究監管人的責任。

10.09 資金限制：除非有法律或此協議書提供，負責人或指定受益人（任何人代表指定受益人的人），存款人（或任何存款者）都不可以以任何方式銷售、轉移、或抵押任何在教育儲蓄帳戶中的利益。

在此協議書下，教育儲蓄帳戶中的財產不對任何負責人，指定受益人，存款人或任何有權分配個人的債務、合同、或侵權行為負責。

10.10 哪些法律適用：此協議書受所有適用的聯邦和州法律及法規的約束。如果有必要應用州法來解釋和管理此協議書，監管人所在地的法律應將管轄。

如果此協議書的任何部分被視為是違法或無效的，其他的部分不應被影響。在任何時候或任何時期，若負責人或監管人無法執行此協議中的條款，都不能視為放棄此條款，或被視為在以後放棄雙方執行每一個該類條款的權力。

說明

(除非特別說明，條款出均為國稅法)

表格用途

5305-EA 表格是一個監管人帳戶協議書的模板，它符合 530(b) 條款的要求，且被國稅局預審通過。在此表格下開設的教育儲蓄帳戶(ESA) 被存款人和監管人完全執行。此帳戶必須在美國開設，目的是支付指定受益人合格的小學，中學，和高等教育費用。

如果模板帳戶是一個信託帳戶，參見 5303-E 表格，教育存儲信託帳戶。

不要將 5305-EA 表格向國稅局提交。與此相反，存款人必須保留完整的表格記錄。

定義

監管人：監管人必須是根據 408(n) 條款所定義的銀行，或儲蓄及貸款機構，或被國稅局批准可作為監管人的個人。

存款人：存款人為建立監管帳戶的個人。

指定受益人：指定受益人為所建立的監管帳戶的受益人。

家庭成員：指定受益人的家庭成員包括他或她的配偶，子女，孫子（女）或外孫子（女），兄弟姐妹，父母，侄子（女）或外甥（女），女婿，兒媳，公公或岳父，婆婆或岳母，配偶的兄弟或姐妹，及這些人的配偶。第一代堂表兄妹，但不包括他或她的配偶，也為家庭成員。

負責人：一般來說，負責人為指定受益人父母的一方或監護人。但在某些特殊的情況下，指定受益人也可以作為負責人。

身份識別號碼

存款人和指定受益人的社會安全號碼將作為他們的身份識別號碼。如果存款人為非居民的外國人並無身份識別號碼，在需要填寫號碼的空格填上“外國”。指定受益人的社會安全號碼是他或她的教育存款帳戶的身份識別號碼。如果指定受益人為非居民的外國人，指定受益人的納稅個人識別號碼是他或她的教育存款帳戶的身份識別號碼。只有在教育存款帳戶的收益作為無關的商業收入報稅時，才需要雇主身份識別號碼（EIN）。在為教育存款帳戶開設普通基金時需要雇主身份識別號碼（EIN）。

特別說明

說明：對於有特殊需要的指定受益人，存款、分配、滾存存款及受益人變更的年齡限制可以免除。

第十條：第十條和第十條以後的條款應該包含存款人和監管人共同同意的一切附加條款，以此來完成協議書。它們可以包括與以下相關的條款，例如：定義，投資力，投票權，開脫條款，修正和終止，監管人取消，監管人費用，州法要求，多餘存款處置，對於存款人、指定受益人，或負責人禁止的交易等。如有需要，請添加頁。

第五條及第六條的選擇性條款：5305-EA 表格只能在監管人所提供選擇性條款的方式下給與複製。

REQUIREMENTS OF A COVERDELL ESA

A. CASH CONTRIBUTIONS – A Coverdell ESA contribution must be in cash.

B. MAXIMUM CONTRIBUTION – The total amount that may be contributed to any and all Coverdell ESAs on behalf of a Designated Beneficiary is \$2,000 per year, excluding rollover and transfer contributions.

Contributions may not be made to a Coverdell ESA after the Designated Beneficiary's 18th birthday, except in the case of a special needs beneficiary.

The Coverdell ESA contribution that may be made by a Depositor is further limited if the Depositor's modified adjusted gross income (MAGI) exceeds \$190,000 and he or she is a married individual filing jointly (\$95,000 for single taxpayers). Married individuals filing jointly with MAGI exceeding \$220,000 may not fund a Coverdell ESA. Single individuals with MAGI exceeding \$110,000 may not fund a Coverdell ESA. The MAGI limits apply only to Depositors that are individuals.

If the Depositor is married filing jointly with MAGI between \$190,000 and \$220,000, the maximum Coverdell ESA contribution is determined as follows: (1) subtract the Depositor's MAGI from \$220,000, (2) divide the difference by \$30,000, and (3) multiply the result in step (2) by \$2,000. For example, if the Depositor's MAGI is \$205,000, the maximum Coverdell ESA contribution that may be made by such Depositor is \$1,000. This amount is determined as follows: $[(\$220,000 \text{ minus } \$205,000) \text{ divided by } \$30,000] \text{ multiplied by } \$2,000$.

If the Depositor is a single tax filer with MAGI between \$95,000 and \$110,000, the maximum Coverdell ESA contribution is determined as follows: (1) subtract the Depositor's MAGI from \$110,000, (2) divide the difference by \$15,000, and (3) multiply the result in step (2) by \$2,000. For example, if the Depositor's MAGI is \$98,000, the maximum Coverdell ESA contribution that may be made by such Depositor is \$1,600. This amount is determined as follows: $[(\$110,000 \text{ minus } \$98,000) \text{ divided by } \$15,000] \text{ multiplied by } \$2,000$.

The Coverdell ESA contribution that may be made by a Depositor is not limited by contributions made by the Depositor to Traditional or Roth IRAs. In addition, there is no earned income requirement to be eligible to contribute to a Coverdell ESA. There is no requirement that the Depositor be related to the Designated Beneficiary in order to make contributions. In addition, the Designated Beneficiary may contribute to his or her own Coverdell ESA.

C. ELIGIBLE CUSTODIANS – The Custodian of the Coverdell ESA must be a bank, savings and loan association, credit union, or person approved by the Secretary of the Treasury.

D. COMMINGLING ASSETS – The assets of the Coverdell ESA cannot be commingled with other property except in a common trust fund or common investment fund.

E. LIFE INSURANCE – No portion of the Coverdell ESA may be invested in life insurance contracts.

F. COLLECTIBLES – The assets of the Coverdell ESA may not be invested in collectibles (within the meaning of Internal Revenue Code (IRC) Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver bullion coins and certain state-issued coins are permissible investments. Beginning January 1, 1998, platinum coins and certain gold, silver, platinum or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as Coverdell ESA investments.

G. REQUIRED DISTRIBUTIONS – Except in the case of a special needs beneficiary, the assets of the Coverdell ESA are required to be distributed to the Designated Beneficiary within 30 days of the Designated Beneficiary's attainment of age 30. The Designated Beneficiary will be subject to both income tax and an additional 10 percent tax on the portion of the distribution that represents earnings, if the Designated Beneficiary does not have any qualified education expenses in that year. Any balance remaining in the Coverdell ESA upon the death of the Designated Beneficiary shall be distributed within 30 days of the Designated Beneficiary's death, unless a death beneficiary is named and the death beneficiary is a qualified family member under age 30. If the death beneficiary is a qualified family member under age 30, that individual will become the Designated Beneficiary as of the date of death.

H. RESPONSIBLE INDIVIDUAL – The Responsible Individual is generally the parent or guardian of the Designated Beneficiary. However, the financial organization may establish a policy that permits someone other than the Designated Beneficiary's parent or legal guardian to serve as the Responsible Individual. Unless otherwise indicated on the Application, the Responsible Individual may not change the Designated Beneficiary. If the Depositor has indicated on the Application that the Responsible Individual may change the Designated Beneficiary, the Responsible Individual may change the Designated Beneficiary to another member of the Designated Beneficiary's family. The Responsible Individual shall perform the following duties:

1. receive a copy of the plan agreement and disclosure statement.
2. direct the Custodian regarding the investment of contributions, including the ability to redirect the investment of the initial contribution.
3. direct the Custodian regarding the administration, management and distribution of the account, unless the plan agreement indicates otherwise.
4. name a successor responsible individual if the need arises.
5. notify the Custodian of any address change for the individuals identified on the plan agreement.
6. remove excess contributions made to the Coverdell ESA.

INCOME TAX CONSEQUENCES OF ESTABLISHING A COVERDELL ESA

A. CONTRIBUTIONS NOT DEDUCTED – No deduction is allowed for Coverdell ESA contributions, including transfer and rollover contributions.

教育儲蓄帳戶要求

A. 現金存款- 教育儲蓄帳戶的存款必須是現金。

B. 最高存款金額- 每年以指定受益人的名義存入到任何或所有教育儲蓄帳戶的金額不可以超過\$2000, 不包括滾存存款和轉帳存款。
在指定受益人滿18周歲以後, 除有特殊需求的受益人情況外, 不能再存款到教育儲蓄帳戶。

如果存款人的修正調整後總收入(MAGI)超過\$190,000, 且他或她是已婚並共同報稅(單獨保稅為\$95,000), 存款人對教育儲蓄帳戶所做的存款將會進一步受到限制。如果存款人已婚並共同報稅, 且修正調整後總收入(MAGI)超過\$220,000, 則不可以教育儲蓄帳戶中注資。單身且修正調整後總收入(MAGI)超過\$110,000, 則不可以教育儲蓄帳戶注資。MAGI的限額僅適用於個人的存款者。

如果存款人已婚並共同報稅, 且修正調整後總收入(MAGI)在\$190,000到\$220,000之間, 教育儲蓄帳戶中存款最高金額由以下方法確定: (1) 從\$220,000中減去存款人的MAGI, (2) 將差額除以\$30,000; (3) 將第二步中的結果乘以\$2,000。例如: 如果存款人的MAGI為\$205,000, 教育儲蓄帳戶中存款最高金額為\$1,000。此金額是按以下方法確定的: $[(\$220,000 - \$205,000) / \$30,000] * \$2,000$ 。

如果存款人未婚, 且修正調整後總收入在\$95,000到\$110,000之間, 教育儲蓄帳戶中存款最高金額由以下方法確定: (1) 從\$110,000中減去存款人的MAGI, (2) 將差額除以\$15,000; (3) 將第二步中的結果乘以\$2,000。例如: 如果存款人的MAGI為\$98,000, 教育儲蓄帳戶中存款最高金額為\$1,600。此金額是按以下方法確定的: $[(\$110,000 - \$98,000) / \$15,000] * \$2,000$ 。

存款人所做的對教育儲蓄帳戶的存款並不受存款人對傳統或羅斯退休帳戶的存款所限制。而且, 沒有規定只有賺取收入才可以有資格對教育儲蓄帳戶進行存款。沒有存款人必須和指定受益人為親屬的規定。此外, 指定受益人可以對他或她的教育儲蓄帳戶進行存款。

C. 合格監管人- 教育儲蓄帳戶的監管人必須是銀行, 儲蓄和貸款機構, 信用社, 或經財務部長批准的個人。

D. 混合財產- 除在公共信託基金或公共投資基金中的資產以外, 其他資產不可與教育儲蓄帳戶中的財產相混合。

E. 人壽保險- 教育儲蓄帳戶中的任何部分都不可以投資在人壽保險合同當中。

F. 收藏品- 在您的教育儲蓄帳戶中的任何部分都不可以投資在收藏品(國稅法408(m)章節規定的定義)當中。收藏被定義為所有藝術品、地氈或古董、金屬或寶石、郵票或錢幣、酒類飲品、或其他由國稅局限定的有形個人財產。然而, 專門鑄造的美國金銀錢幣, 和某些州發行的錢幣是可允許的投資品。自1998年1月1日起, 鉑金幣和某些金、銀、鉑金、或鈹錠(同國稅法408(m)(3)章節描述的)也可以允許作為教育儲蓄帳戶的投資品。

G. 必須要求的分配- 除有特殊需求的受益人外, 教育儲蓄帳戶中的資產會在指定受益人達到30歲後的30天內分配給他或她。如果當年指定受益人沒有任何合格的教育費用, 針對收益部分的分配, 指定受益人將要繳納所得稅並額外徵收10%的稅務。
指定受益人的所有存款餘額應在他或她死亡後30天內分配給他或她, 除非已指定了死亡受益人而且死亡受益人是一個30歲以下合格的家庭成員。如果死亡受益人是30歲以下合格的家庭成員, 此人將在死亡日成為指定受益人。

H. 負責人- 負責人通常為指定受益人的父母或監護人。但是, 金融機構可以設定規則以允許指定受益人的父母或監護人以外的人作為負責人。除非在申請中有另外指明, 否則負責人不能更改指定受益人。如果存款人在申請中指明負責人可以更改指定受益人, 負責人則可以將指定受益人更改為指定受益人家中的另一家庭成員。負責人應履行以下職責:

1. 接受計劃協議及公開說明的複印件。
2. 指示監管人有關存款投資, 包括對最初存款重新指示的能力。
3. 指示監管人有關帳戶的經營, 管理及分配, 除非計劃協議中另有指明。
4. 如有需要, 命名一個繼任的負責人。
5. 通知負責人有關計劃協議中指出的個人的地址更改。
6. 提取對教育儲蓄帳戶所做的超額存款。

開設教育儲蓄帳戶對收入稅的影響

A. 存款不能抵稅- 教育儲蓄帳戶的存款, 包括轉移和滾存存款, 均不能抵稅。

B. TAX-DEFERRED EARNINGS – The investment earnings of the Coverdell ESA are not subject to federal income tax as they accumulate in the Coverdell ESA. In addition, distributions of the Coverdell ESA earnings will be free from federal income tax if the distributions are taken to pay for qualified education expenses, as discussed below.

C. TAXATION OF DISTRIBUTIONS – The taxation of distributions from the Coverdell ESA depends on whether or not the distributions are used for qualified education expenses.

1. **Qualified Education Expenses** – The Designated Beneficiary may take tax-free distributions from a Coverdell ESA to pay for elementary, secondary or post-secondary education expenses at an eligible educational institution. Such expenses include tuition, fees, books, supplies, special needs services, room and board, uniforms, transportation, academic tutoring and supplementary items or services (including extended day programs). Also qualifying are expenses for the purchase of computer technology or equipment, Internet access and related services, if such technology, equipment or services are to be used by the Designated Beneficiary or Designated Beneficiary's family during any of the years the Designated Beneficiary is in school. Qualified expenses may also include amounts contributed to a qualified tuition program.

2. **Nonqualifying Distributions** – If a Designated Beneficiary withdraws amounts from a Coverdell ESA which exceed the qualified education expenses for the same year, or the distributions are not used for qualified education expenses, a portion of the distributions will be taxable. The amount in excess of the qualified education expenses is taxable pro rata, based on the earnings and the basis in the account.

In most cases of a nonqualified distribution, the taxable portion of a Coverdell ESA distribution is also subject to an additional 10 percent tax. There are several exceptions to the 10 percent tax including distributions made payable

- to a designated death beneficiary of the Coverdell ESA or to the estate of the Designated Beneficiary following the death of the Designated Beneficiary;
- to the Designated Beneficiary if the Designated Beneficiary is disabled;
- to the Designated Beneficiary if the Designated Beneficiary received a qualified scholarship, an educational assistance allowance or an excludable payment exception, but only to the extent the distribution is not more than the amount of the scholarship, allowance or excludable payment, and
- to the Designated Beneficiary as a removal of excess along with the net income attributable.

3. **Hope or Lifetime Learning Credits** – A Designated Beneficiary may claim the Hope Credit or the Lifetime Learning Credit on his or her federal income tax return in the same taxable year that a tax-free distribution from a Coverdell ESA is claimed, as long as the distribution(s) does not cover the same expenses claimed for the Hope Credit or Lifetime Learning Credit.

D. ROLLOVERS – Coverdell ESA amounts may be rolled over to another Coverdell ESA of the same Designated Beneficiary or that of a qualified family member, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash to a Coverdell ESA from another Coverdell ESA. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

1. **Coverdell ESA to Coverdell ESA Rollovers** – Funds distributed from a Coverdell ESA may be rolled over to another Coverdell ESA of the same Designated Beneficiary or that of a qualifying family member if the requirements of IRC Sec. 530(d)(5) are met. A proper Coverdell ESA to Coverdell ESA rollover is completed if all or part of a distribution is rolled over not later than 60 days after the distribution is received. The Responsible Individual may not have completed another rollover from the distributing Coverdell ESA during the 12 months preceding the date the distribution was received. Further, the Responsible Individual may roll the same dollars or assets only once every 12 months.

2. **Qualified Family Member** – A Coverdell ESA may be rolled to another Coverdell ESA of the same Designated Beneficiary or to a Coverdell ESA maintained for the benefit of a qualified family member of the Designated Beneficiary, who is under the age of 30. The age 30 limitation does not apply to qualified family members who are special needs beneficiaries. Qualified family members of the Designated Beneficiary include the Designated Beneficiary's child, grandchild, or stepchild, brother, sister, stepbrother, or stepsister, nephew or niece, parents, stepparents, or grandparents, uncle or aunt, spouses of all the family members listed above, cousin, and Designated Beneficiary's spouse.

3. **Rollover of Military Death Benefits** – If you receive or have received a military death gratuity or a payment from the Servicemembers' Group Life Insurance (SGLI) program, you may be able to roll over the proceeds to your Coverdell ESA. The rollover contribution amount is limited to the sum of the death benefits or SGLI payment received, less any such amount that was rolled over to a Roth IRA. Proceeds must be rolled over within one year of receipt of the gratuity or SGLI payment for deaths occurring on or after June 17, 2008. For deaths occurring between October 7, 2001 and June 17, 2008, proceeds may be rolled over no later than one year from June 17, 2008. Any amount that is rolled over under this provision is considered nontaxable basis in the Coverdell ESA.

E. CARRYBACK CONTRIBUTIONS – A contribution is deemed to have been made on the last day of the preceding taxable year if it is made by the deadline for filing the Depositor's income tax return (not including extensions), and the Depositor designates that contribution as a contribution for the preceding taxable year. For example, if the Depositor is a calendar year filer and makes a Coverdell ESA contribution on or before April 15, the contribution is considered to have been made for the previous tax year if the Depositor designates it as such.

LIMITATIONS AND RESTRICTIONS

A. PROHIBITED TRANSACTIONS – If the Responsible Individual engages in a prohibited transaction with the Coverdell ESA as described in IRC Sec. 4975, the Coverdell ESA will lose its tax-exempt status and the Designated Beneficiary must generally include the value of the earnings in his or her account in his or her gross income for the year.

B. 收益延遲納稅-教育儲蓄帳戶中的投資收益在帳戶中增長期間不會被征收聯邦所得稅。除此以外，若分配用來支付下面所述的合格的教育費用，收益部分也將不會被征收聯邦所得稅。

C. 分配的稅收-教育儲蓄帳戶的分配收稅與否取決於此分配是否用來支付合格的教育費用。

1. 合格教育費用- 指定受益人可免稅支取教育儲蓄帳戶中的分配用來支付合格的教育機構的小學，中學或大學教育費用。此類教育費用包括：學費，其他費用，書本，用品，特殊需要服務，食宿，制服，交通，課業輔導和補習項目及服務（包括課外活動）。同樣的合格費用還包括計算機技術和設備的購買，上網和相關服務，前提是在指定受益人上學的期間，指定受益人或指定受益人的家庭將使用這些技術，設備或服務。合格費用還包括存入合格教育計劃中的存款。

2. 不合格分配- 如果指定受益人從教育儲蓄帳戶中取出了超過當年合格教育費用的金額，或分配沒有用於教育費用的支付，分配的一部分則應納稅。超過合格教育費用的金額應按照收益及帳戶基點的比例納稅。

在大多數不合格分配的情況下，教育儲蓄帳戶的納稅部分也要被徵收10%的額外稅。以下幾種情況的分配可免除徵收10%的額外稅：

- 付給教育儲蓄帳戶的死亡指定受益人或在指定受益人死亡后付給指定受益人的遺產；
- 如果指定受益人成為殘疾人，付給教育儲蓄帳戶的指定受益人；
- 付給指定受益人，如果指定受益人接受合格的獎學金，教育援助津貼，可排除的例外支付，但是分配金額不能大於獎學金，津貼或可排除支付的數額，及
- 付給指定受益人，和相關的淨收入一起作為超額存款去除。

3. **希望 (Hope) 或者終生學習 (Lifetime Learning) 免稅金**- 指定受益人可以在要求免稅的教育儲蓄帳戶分配的稅收年當年，在申報聯邦所得稅的時候，要求希望 (Hope) 或終生學習 (Hope or Lifetime Learning) 免稅金，只要分配沒有包含希望 (Hope) 或終生學習 (Hope or Lifetime Learning) 免稅金中索要的相同費用。

D. 滾存 – 教育儲蓄帳戶可以滾存至相同指定受益人或以合格家庭成員的另一個教育儲蓄帳戶，前提是遵循了所有適用的滾存規定。滾存是用以描述將現金從另一個教育儲蓄帳戶到另一個教育儲蓄帳戶的免稅轉移。滾存的規定大體總結如下。這些轉移通常比較複雜。若您有任何關於滾存的問題，請諮詢稱職的稅務顧問。

1. **教育儲蓄帳戶到教育儲蓄帳戶的滾存**- 如果符合國稅法530(d)(5)章節的規定，教育儲蓄帳戶分配的資金可以被滾存入同一指定受益人或一合格家庭成員的另一個教育儲蓄帳戶。如果所有或部分的分配在分配收到的60天之內滾存，一個的教育儲蓄帳戶到教育儲蓄帳戶的滾存便恰當完成了。在收到分配之前的12個月之內，負責人不會有將分配的教育儲蓄帳戶滾存到另一個教育儲蓄帳戶。此外，每12個月責任人只可以滾存一次同樣數額的現金或財產。

2. **合格家庭成員**- 教育儲蓄帳戶可以被滾存到同一指定受益人的另一個教育儲蓄帳戶，或滾存到為年齡在30歲以下的，指定受益人的一合格家庭成員而維持的一個教育儲蓄帳戶。年齡為30歲的限制並不適用於有特殊需要的合格家庭成員。合格指定受益人的家庭成員包括指定受益人的子女、孫子女（外孫子女）、兄弟姐妹、繼兄弟姐妹、侄子（女）、外甥（女）、父母、繼父母、祖父母（外祖父母）、叔（舅）父、姑（姨）媽，以上所有列出人員的配偶，表（舅）兄弟姐妹以及指定受益人的配偶。

3. **軍事死亡撫恤金滾存**- 如果您接受或已經接受軍事死亡撫恤金或來自軍人集團生命保險 (SGLI) 計劃的付款，您可能可以將這些收益滾存到您的教育儲蓄帳戶中。滾存存款限額為死亡撫恤金總額或SGLI計劃付款總額減去滾存到羅斯退休賬戶中的金額。在2008年6月17日當天或之後發生的死亡，收益必須在撫恤金收據或SGLI計劃付款收據后的一年內進行滾存。在2001年10月7日到2008年6月17日期間發生的死亡，收益必須在2008年6月17日后的一年內進行滾存。根據這一條款所作出的任何轉存在您的教育儲蓄帳戶中均被認為是免稅的。

E. 前回存款 (Carryback Contribution)- 如果存款在申報存款人所得稅的期限前（不包括延長期）做出，且存款人指定此存款為前稅務年所做，存款則被認為是在前稅務年的最後一天做出。例如：若存款人為公曆年申報者，並在4月15日當天或之前存款到教育儲蓄帳戶，且存款人指定此存款為前稅務年所做，則此存款被認為是為前稅務年所做。

約束和限制

A. 禁止的交易- 如果負責人在教育儲蓄帳戶中涉及到國稅法4975章節中所描述的禁止交易，教育儲蓄帳戶將會失去其稅務免除的狀態，並且指定受益人必須將他或她帳戶中的收益包括到當年的總收入中。

B. PLEDGING – If the Responsible Individual pledges any portion of the Coverdell ESA as collateral for a loan, the amount so pledged will be treated as a distribution and may be included in the Designated Beneficiary's gross income for that year to the extent that it represents earnings.

C. ESTATE AND GIFT TAX – Transfers of Coverdell ESA assets to a death designated beneficiary made during the Designated Beneficiary's life and at his or her request or because of the Designated Beneficiary's failure to instruct otherwise, may be subject to federal gift tax under IRC Sec. 2501 if made after October 22, 1986.

D. INCOME TAX TREATMENT – Any withdrawal from the Coverdell ESA is not subject to federal income tax withholding.

FEDERAL TAX PENALTIES

A. EXCESS CONTRIBUTION PENALTY – An excise tax of 6 percent is imposed upon any excess contribution made to a Coverdell ESA. This tax will apply each year in which an excess remains in the Coverdell ESA. An excess contribution is any contribution amount which exceeds the contribution limit, excluding rollover and direct transfer amounts. The contribution limit is \$2,000 per Designated Beneficiary per year. The contribution limit may be further limited by the Depositor's MAGI as discussed previously. The excess contribution should be removed by the Responsible Individual and made payable to the Designated Beneficiary.

B. PENALTY REPORTING – The Designated Beneficiary must file form 5329 with the Internal Revenue Service to report and remit any penalties for excise taxes.

OTHER

A. IRS PLAN APPROVAL – The agreement used to establish this Coverdell ESA has 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 – You may obtain further information on Coverdell ESAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 970, Tax Benefits For Higher Education, by calling 1-800-TAX-FORM, or by visiting 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.

Disclaimer: The information found on our website, forms, and agreements is provided in the Chinese Language for convenience and informational purposes only. The website, forms and agreements, although not in its entirety, were translated from Scottrade's English Language version. Although we attempted to provide a clear interpretation from the English version to Chinese, some of the content may differ due to differences in language translation and conversion processes. Our customers are bound to the English Language provisions of our agreements.

B. 抵押- 如果責任人將教育儲蓄帳戶中的任何一部分作為抵押進行貸款，此抵押的金額將有可能被視為一個分配，其中收益的部分會在納入指定受益人的總收入之中。

C. 遺產及贈與稅- 在指定受益人的要求之下，或因指定受益人沒有另作指示，在指定受益人生命期間，將教育儲蓄帳戶的資產轉移給死亡指定受益人。如果轉移在1986年10月22日後做出，此轉移則會在按照國稅法2501章節的規定被征收聯邦贈與稅。

D. 所得稅務處置- 任何從教育儲蓄帳戶中提取的款項都不會被預扣聯邦所得稅。

聯邦稅務處罰

A. 超額存款處罰-當您向您的教育儲蓄帳戶中存入超額存款時，超額部分會被徵收6%的消費稅。只要在教育儲蓄帳戶中留有此超額存款，這個稅務每年都會被收取。超額存款指任何存入您的教育儲蓄帳戶之中，超過存入限額的存款，滾存和直接轉移的數額除外。針對每個指定受益人的存款限額為每年\$2000。存款限額還受到前面所討論的存款人修正調整后總收入(MAGI)的限制。超額存款應由負責人提取並將款項付給指定受益人。

B. 處罰報告 – 指定受益人在向國稅局申報及匯寄任何消費稅款時，必須提交5329表格。

其他

A. 國稅備計劃批准-國稅局已經批准此協議書用以設立此教育儲蓄帳戶。國稅局的批註僅僅是對表格的認可，並不是贊成進行中的計劃或所提供的投資。

B. 其它信息-您可以從您的國稅局地區分局獲得有關教育儲蓄帳戶的更多信息。特別是，您可以致電1-800-TAX-FORM，或訪問因特網www.irs.gov，獲得國稅局出版物970，“高等教育的稅務優惠”(Tax Benefit For Higher Education)。

C. 有關開設新帳戶程序的重要信息-為了協助政府防止資助恐怖和洗錢活動，聯邦法律要求所有的金融機構獲取、審核、並記錄可以確認帳戶開設人的身份的信息。對您則意味著：當您開設帳戶時，您需要提供您的名字、住址、生日、和身份辨認號碼。我們可以要求允許確定您身份的其它信息。

免責聲明：

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