

INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

The Depositor named on the Application is establishing a Traditional individual retirement account under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death.

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

The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408(a)(4), the Custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70 1/2. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in: (a) A single sum or (b) Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.
3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the Depositor dies on or after the required beginning date and:

(i) the designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.

(ii) the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.

(iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.

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

(i) the remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70 1/2. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (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 (ii) below if there is no such designated beneficiary.

(ii) the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.

4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the account.

5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:

個人退休監管人帳戶協議書

5305-RA 表格在國稅法 (Internal Revenue Code) 408A 章節之下。

根據 408A 章節, 申請書上命名的存款人開設一個個人退休帳戶, 以保障他/她的退休所用, 或在死後支持他/她的受益人。

申請書上的監管人已經將規章的 1.408-6 章節所要求的公開說明書交付了存款人。

存款人已經簽署了監管人帳戶, 同意了申請書上標明的總額。

存款人和監管人達成以下協議:

第一條

除了在 402(c), 403(a)(4), 403(b)(8), 408(d)(3), 或 457(e)(16) 章節中說明的滾存存款, 408 (K) 中簡易員工退休金庫主存款, 或在 408A(d)(6) 章節中的重新定性存款的情形下, 2002 至 2004 稅務年度監管人只接受每年 \$3000 的現金存款。存款數額將在 2005 至 2007 年增達 \$4000, 2008 年以後為 \$5000。對於那些在稅務年度截至達到 50 歲以上的人, 2002 至 2004 年存款數額將增至 \$3500, 2005 為 \$4500, 2006 和 2007 為 \$5000, 2008 年以後為 \$6000。2008 年以後, 以上的限額會根據生活消費增加幅度 (如果有) 而加以上調。

第二條

存款人在監管帳戶餘額中的利益是不可以沒收的。

第三條

1. 監管帳戶中的資金不可以投資人壽保險合約, 或其他財產混合, 普通信託基金 (common trust fund) 或者普通投資基金 (common investment fund) 例外。(需在 408 (a) (5) 所規定的範圍之內)
2. 監管帳戶中的資金不可以投資收藏品 (需在 408 (m) 所規定的允許範圍之內), 某些黃金, 白銀和白金硬幣, 由州政府發行的硬幣以及某些金條例外。

第四條

1. 即使本合同中有任何与此相反的條款, 在監管帳戶中分配存款人的利益應當按照以下要求進行並要符合 408(a)(6) 章節的規定和以下在此有所引用的條款。
2. 存款人在監管帳戶中所有的利益必須, 或一定要在存款人被要求的開始日期開始分配, 即當存款人年滿 70 歲半之後的 4 月 1 日。存款人可以選擇, 將監管帳戶中的餘額以監管人接受的以下方式分配: (a) 一次性分配或者 (b) 按其分配, 但不能超過存款人的生存年齡或者存款人和他或她指定的受益人的共同生存年齡。
3. 如果存款人在他或她的資產還沒有全部分配之前死亡, 剩餘的利益將會按照以下規定分配:
 - (a) 如果存款人在所被要求分配的開始日期或之後死亡並且: (i) 指定的受益人是存款人的配偶, 那麼剩餘的利益將按照生存配偶每年決定的預期壽命分配, 直到配偶死亡, 或如果更長的話, 按照在 (a)(iii) 中描述的期段分期分配。任何在配偶死亡後的剩餘利益將按照配偶死亡當年決定的此配偶的剩餘預期壽命分配, 並以後每年會減少 1 年, 或, 如果分配是按照以下 (a)(iii) 段所描述的期段分期分配, 則按照這種期段分配。(ii) 指定的受益人不是存款人的生存配偶, 剩餘的利益將按照存款人死亡的下一年決定的受益人的剩餘預期壽命分配並以後每年會減少一年, 如果更長的話, 按照以下 (a)(iii) 段中說明的期段分期分配。(iii) 如果沒有指定的受益人, 剩餘的利益將按照存款人死亡當年決定的存款人的剩餘預期壽命分配並以後每年減少一年。(b) 如果存款人在被要求開始分配的日期之前死亡, 剩餘的利益將按照以下 (i) 中的規定分配或者, 如果選擇或沒有指定的受益人, 則按照 (ii) 中的規定分配: (i) 剩餘的利益將按照以上 (a)(i) 和 (a)(ii) 中的規定分配 (但是如果更長, 不會按照 (a)(iii) 中的規定定期分配) 在存款人死亡後的下一年的年底開始分配。然而, 如果指定的受益人是存款人生存的配偶, 那麼則不要求當存款人已經應當達到 70 歲半那年的年底之前就開始分配。但是, 在這種情況下, 如果存款人的生存配偶在分配還沒有被要求開始之前死亡, 那麼剩餘的利益將會按照以上 (a)(ii) 中的規定分配 (但是儘管更長, 也不會超過載以上 (a)(iii) 中規定的期段, 超過此配偶指定的受益人的預期壽命, 或如果沒有受益人, 則按照以下 (ii) 中的規定分配。(ii) 剩餘的利益在存款人死亡的第五個日曆年底 (包括第五年) 前分配。
4. 如果存款人在他或她的全部利益被分配之前死亡, 並且指定受益人不是存款人的生存配偶, 帳戶中則不可以存款額外的資金。
5. 每年必須分配的最低金額, 從含有存款人被要求開始分配的當年開始, 被稱為 "最低要求分配 (Required Minimum Distribution)" 是按照以下來決定的:

(a) the required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70 1/2, is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.

(b) the required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70 1/2, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) the required minimum distribution for the year the Depositor reaches age 70 1/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more Traditional IRAs may satisfy the minimum distribution requirements described above by taking from one Traditional IRA the amount required to satisfy the requirement for another in accordance with the Regulations under section 408(a)(6).

ARTICLE V

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.
- 3.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

8.02 Notices and Change of Address: Any required notice regarding this 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 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 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.

(a) 在任一年度按照2 (b) 中規定的最低要求分配數額, 在存款人達到70歲半的當年開始, 是存款人在前一年12月31日休市的帳戶市場價值除以在條規1.401(a)(9)-9章節中的統一壽命表中 (lifetime table) 的分配期段得出的。然而, 如果存款人指定的受益人是存款人生存的配偶, 那麼一年最低分配要求數額不能大於存款人在前一年12月31日休市的市場價值除以在條規1.401(a)(9)-9中的共同和最後生存表中的數字。對於在此段(a)中的一年的最低要求分配是使用存款人 (或者, 適用的話, 存款人和配偶的) 當年達到的年齡來決定的。

(b) 在3(a)和3(b)(i)規定的一年的最低要求分配, 從存款人死亡的下一年開始 (或者, 如果適用, 根據3 (b) (i)段落, 存款人應當達到70歲半) 是帳戶在前一年12月31日休市的市場價值除以在3 (a) 和3(b)(i) 中指定的個人的預期壽命 (參照在1.401(a)(9)-9章節中的 (個人壽命表))。

(c) 當存款人年滿70歲半, 此年度的最低要求分配可以直到下一年的4月1日以前支取。其他年度的最低分配要求必須要在當年的年底分配支取。

6. 根據408(a)(6)章節中的規定, 兩個或更多傳統退休帳戶的持有人可以從一個傳統退休帳戶中分配來滿足上述的另一個帳戶中所要求的最低分配數額。

第五條

1. 存款人同意為監管人提供所有根據408(i) 章節和條例1.408-5 和 1.408-6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) 和存款人提交國稅局指定的報告。

第六條

雖然任何其他條例可能會被添加或隱含, 在第1條至第3條中的規定以及此句例是有控制效力的。任何與408(a)不相符合的條款和相關的條例將是無效的。

第七條

為了符合相關的條規和法規的需要, 此協議將會被修訂。在簽署此申請的個人的允許下, 可以做出其他的修訂。

第八條

8.01 定義: 在協議書的該部分 (第九條), "您"和"您的"表示存款人; "我們"和"我們的"表示監管人; "法律" (Code) 表示國稅法 (Internal Revenue Code); "法規" (Regulations) 表示財政法 (Treasury Regulations)。

8.02 通知和地址更改: 當我們將任何有關該退休帳戶的必要通知, 按照我們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。當我們真正接收到任何被遞送給我們的通知時, 此通知才會被視為有效。您, 或特定接收人, 必須告知我們有關地址的一切變更。

8.03 代表和責任: 您代表並向我們確保任何您提供或將要提供給我們的關於此協議書的信息是完整且準確的。不僅如此, 您同意您給我們的任何指示、或您採取的任何行動在此同意書之下是恰當的。我們被授權信賴您給我們的此種信息或指示。如果我們沒有收到您對交易做出的指示, 或者我們收到您對交易的模糊指示, 或者我們確實相信您要求的交易是有爭議的, 直到您提供給我們更進一步的、對我們而言是可以接受的澄清, 或直到我們收到恰當的政府或法律授權, 我們保留權利不採取任何行動。我們對任何因您向我們做出的指示、您的行動、或您沒有做出行動而產生的結果不擔負責任; 並且您同意對這些指示、行動、或未採取的行動而產生的損失向我們進行償付。我們不對任何跟您退休帳戶相關的、因您而產生的處罰、稅務、裁判或花費負責。我們沒有義務來決定您的存款、分配是否與法律、法規、條例、活該協議書向復合。我們可以允許您通過我們可以接受的手寫通知, 任命一個授權代理人以您的名義來符合此協議書的行動 (如, 實際代理人、執行人、管理人、投資經理人)。可是, 我們沒有義務來決定此任命或任何任命此授權代理人的原因的有效性。我們對任何有可能來自於您的授權代理人的指示、行動、或未採取的行動而產生的結果不擔負責任; 並且您同意對這些因您的授權代理人產生的指示、行動、或未採取的行動而產生的損失向我們進行償付。在您收到我們發送給您的任何文件、月結單、或其他信息之後的 60 天之內, 請書面通知我們任何在這些文件、月結單、或其他信息之中出現的任何錯誤或不準確信息。如果您在 60 天之內沒有通知我們, 這些文件、月結單、或其他信息將被視為正確的和準確的; 我們在將來對這些文件、月結單、或其他信息, 以及在其中敘述的交易將不承擔責任和義務。

通過在此協議書之下履行服務, 我們作為您的代理人而採取行動。您理解並同意在此協議書中沒有任何條款可解釋為我們被指定為委託人身份。除了在此協議書的條款和條件下專門同意, 或法律和法規發布的有關退休帳戶的規定, 我們不被要求提供任何其他服務。您同意在任何和所有的申明、行動、訴訟、破壞、判決、責任、費用、和花費 (包括來自此協議書的代理費用或與此協議書有關的代理費用) 之下保護我們, 令我們不受損害。

對此協議書要求的任何書面說明和通知, 我們可以以國稅法和相應法規所許可的表格來接受或提供此信息。

8.04 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 IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your IRA at our discretion. We reserve the right to charge any additional fee 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 IRA.

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

8.05 Investment of Amounts in the IRA: You have exclusive responsibility for and control over the investment of the assets of your IRA. 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 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 IRA. We assume no responsibility for rendering investment advice with respect to your 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 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 IRA unless you provide timely written directions acceptable to us.

You will select the type of investment for your 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 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.

8.06 Beneficiary(ies): If you die before you receive all of the amounts in your IRA, payments from your IRA will be made to your beneficiary(ies).

You may designate one or more persons or entities as beneficiary of your IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with 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 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.

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

We may allow, if permitted by state law, an original IRA beneficiary(ies) (the beneficiary(ies) who is entitled to receive distribution(s) from an inherited IRA at the time of your death) to name a successor beneficiary(ies) for the inherited IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original IRA beneficiary's(ies) lifetime. Unless otherwise specified, each beneficiary designation form that the original 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 IRA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original 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 IRA beneficiary.

8.07 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 IRA to you in a single sum payment; or
- determine your required minimum distribution from your IRA each year based on your life expectancy, calculated using the uniform lifetime table in Regulations section 1.401(a)(9)-9, and pay those distributions to you until you direct otherwise.

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

8.08 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 IRA to another financial organization. If you do not complete a transfer of your IRA within 30 days from the date we mail the notice to you, we have the right to transfer your IRA assets to a successor IRA custodian or trustee that we choose in our sole discretion, or we may pay your 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.

8.04 服務費用: 對於維護您的退休帳戶，我們有權收取年服務費或其他指定費用（如，轉移、滾存、或終止費用）。除此以外，我們有權對與管理您的退休帳戶有關的、所有合理的費用，包括法律費用，得到償付。我們可以就任何費用或花費對您進行單獨收費，我們也可以考慮從您的退休帳戶的財產之中扣除此費用或花費的金額。在通知您此費用將有效的 30 天之內，我們保留收取其他附加費用的權利。對於此退休帳戶的某些交易的協助，類似代轉代理人費或備金之類的費用，可以通過第三方支付給我們。

任何源於您的退休帳戶財產的經紀人備金將從您的退休帳戶中收取。您將不能因這些備金而在退休帳戶中得到償付。

8.05 退休帳戶的投資金額: 您對您的退休帳戶中財產的投資享有專門的責任和控制權。所有的交易都應該服從每一條和所有由我們的憲章、公司條款、和附則所設定的直接或間接的約束和限制；每一條和所有可適用的聯邦和州的法律和法規；交易所執行的任何交易所、市場、或清算所的條款、規定、習慣和使用方法；以及此協議書。在您去世以後，您的受益人（們）服從於此協議書下在您生命期間之中適用於您的條件（包括，且不限於，此條款的 8.03 章節），將有權指導您的退休帳戶中的財產。我們沒有指導您的退休帳戶中任何投資的決定。我們沒有對您的退休帳戶提供任何投資建議的責任，我們也不會對您退休帳戶的任何投資的價值和適用性，以及您所提議的投資提供任何意見或判斷。如果沒有得到您的指示，或您的指示是我們不可接受的形式，我們將有權將未投資的金額置於現金的形式。直到收到您的指示為止，我們將無權投資您未投資的現金。除非您將及時的、我們可以接受的書面文件提交給我們，我們將不會對您退休帳戶中的投資執行投票權和其他股東權利。

您可以為您的退休帳戶中的財產選擇投資的類型，然而您的投資選擇將會被限制在根據我們的憲章、公司條款、和附則所規定的投資類型之內。根據我們的獨立的決定，我們可以提供給您其他的投資選擇。這些投資選擇將會被限定在公共交易債券、共同基金、貨幣市場工具、和其他的在我們的正常商業領域中可以獲得且能夠擁有的投資。

8.06 受益人（們）: 若您在您接收到您的退休帳戶的所有金額以前死亡，來自於您的退休帳戶中的支付將付給您的受益人（們）。

您可以指定一個或多個人或實體作為您的退休帳戶的受益人。此指定只能以我們所提供的形式或我們可以接受的形式做出，且僅僅在您生命期間與我們簽署才視為有效。除非有其他的特別說明，每一個您與我們簽署的受益人任命將會取消所有之前簽署的任命。在您取消受益人的任命時，不需要取得受益人（們）的同意。如果您指定了主要受益人和次要受益人，若主要受益人在您之前去世，次要受益人將取得您的退休帳戶中的指定部分。如果您沒有指定任何受益人，或您的所有主要和次要受益人都在您之前去世，您的遺產將作為受益人。

配偶受益人擁有所有國稅法或適用法規所授予的權利，將您的退休帳戶作為他/她自己的退休帳戶。

若州法律允許，我們可以讓一個原有退休帳戶受益人（們）（在您死後有權從繼承的退休帳戶收到分配的受益人（們））為此繼承的退休帳戶任命繼承受益人（們）。此種任命只能以我們所提供的形式或我們可以接受的形式做出，且僅僅在原有退休帳戶受益人（們）的生命期間與我們簽署才視為有效。除非有其他的特別說明，每一個原有退休帳戶受益人（們）與我們簽署的受益人任命將會取消所有之前簽署的任命。在原有退休帳戶受益人取消繼承受益人（們）的任命時，不需要取得繼承受益人（們）的同意。如果原有帳戶受益人（們）沒有指定繼承受益人（們），他/她的遺產將成為繼承受益人。在任何情況下，繼承受益人（們）都無權將分配期限延至超出對原有退休帳戶受益人限定的期限。

8.07 規定最低分配金額: 您的規定最低分配金額是使用法規第 1.404(a)(9)-9 章節的統一生命期表格計算的。然而，如果您的配偶是您的唯一指定受益人，且比您年輕 10 歲以上，您的規定最低分配每年是按照法規第 1.401(a)(9)-9 章節的聯合及最後健在人表格計算的。

如果您沒有在您的規定開始日期要求您的規定最低分配，我們可以全權決定以下任一方式進行分配：

- 直到您給我們提供適當的提款指示，不進行分配；
- 一次性地將您的全部退休帳戶付清給您；
- 通過法規第 1.404(a)(9)-9 章節的統一生命期表格計算您的生命預期，以此來決定您每年的規定最低分配金額。除非您給與其他指示，我們將支付給您這些分配。

8.08 協議書終止、辭呈、或解除監管: 任何一方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。我們可以在我們向您寄出書面辭呈通知的 30 天之後作為監管人而辭職。在您收到此通知之後，您必須採取措施將您的退休帳戶轉移至另一金融機構。若您在我們向您寄出通知的 30 天之內沒有完成對您退休帳戶的轉移，我們有權將您的退休帳戶財產轉移至我們單獨決定的另一繼承退休帳戶監管人或信託人，或者我們可以一次性地將您的退休帳戶支付給您。我們對任何繼承監管人或信託人的任何行動或未採取行動不承擔任何責任，我們也不對因轉移或根據此條款的您的財產分配產生的稅務結果負責。

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

- any fees, expenses or taxes chargeable against your IRA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your 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 IRA to you in cash or property if the balance of your IRA drops below the minimum balance required under the applicable investment or policy established.

8.09 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 IRA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your IRA, but only if it is the type of organization authorized to serve as an IRA trustee or custodian.

8.10 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.

8.11 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.

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

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

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

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

8.15 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.

如果此協議書被終止，我們將對您的退休帳戶收取一定數量的合理費用，我們相信此費用有必要涵蓋任何相關的花費，包括且不限於以下的一種或多種花費：

- 任何針對您的退休帳戶征收的費用、花費、和稅收；
- 任何與您的退休帳戶中的各種存款方式和其他投資有關的提前支取罰金或退出罰金。

我們被要求服從法規第 1.408-2(e) 條款的規定，如果我們沒有達到此要求，或我們按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）在通知您之後可以要求您用另一個信託人或監管人來取代我們。

如果您的退休帳戶低於相關投資或有效政策要求的最低維持度，我們可以設立政策要求以現金或資產的形式將您整個退休帳戶的金額費配給您。

8.09 繼承者監管：如果我們的機構改變其名稱、重組、或與其他機構和並（或被任何聯邦或州代理人掌握），如果我們的整個機構（或包含您的退休帳戶的部分機構）被另一機構收購，在該機構是授權的退休帳戶信託人或代理人的情況下，該機構（或代理人）應該自動成為您的退休帳戶的信託人或監管人。

8.10 修改：我們有權在任何時候修改此協議書。只要符合法律和相關法規，我們做出的任何修改都不需要您的同意。在我們給您寄出更改的 30 天之內，如果您不以書面的形式通知我們您不同意此更改，那麼您將被視為已經同意了這些更改。

8.11 提款或轉移：所有提款和轉移的要求應該以我們提供的形式或我們可以接受的形式書面遞送給我們。分配的方法必須書面具體寫明。在我們被要求做出分配之前，接受人的稅號必須提供給我們。提款服從於所有適用的稅務和其他法律和法規，包括有可能的提早提款罰金或退出處罰，以及扣繳稅款要求。

8.12 從其它計劃轉入：我們可以從其他的退休帳戶監管人或信託人接受轉入此退休帳戶的金額。除此以外，國稅法規定我們也可以接受來自雇主提供退休計劃的合格滾存分配的直接滾存。我們保留不接受任何轉存或直接滾存的權利。

8.13 資金的清算：如有必要，我們有權對您的退休帳戶中的財產進行清算來分配或支付對您的退休帳戶恰當收取的費用、花費、稅收、罰款或退出處罰。如果您沒有指示我們哪部分資產應被清算，我們可以對此進行全權決定。您同意不就任何因我們的決定而產生的負面結果追究我們的責任。

8.14 資金限制：除非法律或此協議書允許，您或任何受益人都不可以以任何方式銷售、轉移、或抵押任何在您的退休帳戶中的利息。

在此協議書下，您的退休帳戶中的財產不對任何有權分配的個人所用的債務、合同、或侵權行為負責。

8.15 那些法律適用：此協議書服從於所有適用的聯邦和州法律及法規。如果有必要應用州法來解釋和管理此協議書，我們的所在地的法律將成為管理者。

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，若您或我們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您和我們執行該類條款的權力。

General Instructions

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

Purpose of Form

Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a) and has been pre-approved by the IRS. A traditional individual retirement account (Traditional IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian and must be completed no later than the due date (excluding extensions) of the individual's income tax return for the tax year. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries.

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

For more information on IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590, *Individual Retirement Arrangements (IRAs)*.

Definitions

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

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

Identifying Number

The Depositor's social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

Traditional IRA for Nonworking Spouse

Form 5305-A may be used to establish the IRA custodial account for a nonworking spouse. Contributions to an IRA custodial account for a nonworking spouse must be made to a separate IRA custodial account established by the nonworking spouse.

Specific Instructions

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Depositor reaches age 70 1/2 to ensure that the requirements of section 408(a)(6) have been met.

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

通用說明

除非特別說明，條款出處都為國稅法

表格的目的

5305-RA 表格是一個標準的監管人帳戶協議書。此協議書符合 408(a)條款的要
求，且被國稅局預審通過。在此表格下開設的個人退休帳戶（傳統退休帳戶）被
個人（存款人）和監管人完全執行，且必須在該財政年的個人收入稅退稅截止日
期（不包括延期）之前完成。此帳戶必須在美國開設，滿足存款人和他/她的受益
人的專門利益。

不要將 5305-RA 表格向國稅局申報。與此相反，將它保留作為您的記錄。

對於有關退休帳戶的更多信息，包括監管人必須給與存款人的公開說明書，請見
Pub. 590，個人退休帳戶規定(IRAs)。

定義

監管人(Custodian)。根據 408(n)章節的定義，監管人必須是一個銀行或存款和貸
款的機構，或一個由國稅局認可可作為監管人的個人。

存款人(Depositor)。建立監管人帳戶的人為存款人。

身份號碼

存款人的社會安全號碼將作為他或她的退休帳戶身份號碼。只對申報了無關的商
業應收稅收入返款的個人退休帳戶，雇主身份號碼(EIN)才是必需的。對於為個人
退休帳戶設立的公共基金（common fund），EIN 號碼是必需的。

對不工作配偶的傳統個人退休帳戶

5305-A 表格可以被用於設立不工作配偶的個人退休監管帳戶。對不工作配偶的個
人退休監管帳戶的存款必須存入一個由此不工作配偶創建的獨立的個人退休監管
帳戶。

特別說明

第四條。據此條款做出的分配必須是單一款項，定期付款，或兩者的結合。分配
的選項應該在存款人年滿 70 歲半的當年進行審核以確保第 408(a)(6)條款的要求被
滿足。

第八條。第八條和此後的所有條款可能加入其他經存款人和監管人同意的條款以
完成此協議書。它們可以包括，例如，定義、投資能力、投票權、脫罪條款、修
正和終止、監管人取消、監管人費用、州法要求、存款開始時間、只接收現金、
多餘存款處置、存款人禁止的交易，等。如有需要，請添加頁。

Disclosure Statement

RIGHT TO REVOKE YOUR IRA

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

REQUIREMENTS OF AN IRA

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

B. **MAXIMUM CONTRIBUTION** - The total amount you may contribute to an IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or \$3,000 for years 2002-2004, \$4,000 for years 2005-2007, and \$5,000 for 2008, with possible cost-of-living adjustments in years 2009 and thereafter. If you also maintain a Roth IRA, the maximum contribution to your Traditional IRAs (i.e., IRAs subject to Internal Revenue Code (Code) sections 408(a) or 408(b)) is reduced by any contributions you make to your Roth IRA. Your total annual contribution to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation.

C. **CONTRIBUTION ELIGIBILITY** - You are eligible to make a regular contribution to your IRA if you have compensation and have not attained age 70 1/2 by the end of the taxable year for which the contribution is made.

D. **CATCH-UP CONTRIBUTIONS** - If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your IRA. The maximum additional contribution is \$500 for years 2002-2005 and \$1,000 for years 2006 and beyond.

E. **CATCH-UP CONTRIBUTIONS ALLOWED IN CERTAIN EMPLOYER BANKRUPTCIES** - You may be eligible to contribute an additional catchup contribution of up to \$3,000 each year in 2006 through 2009. To be eligible, the following conditions must be met: 1) you were a participant in a 401(k) plan in which the employer matched at least 50% of your contributions to the plan with employer stock, 2) the employer must have been a debtor in a bankruptcy case in an earlier year and must have been indicted or convicted as a result of the events leading up to the bankruptcy, and 3) you must have been a participant in the 401(k) plan at least six months before the bankruptcy case was filed. If you choose to make these special catch-up contributions, you will not be eligible for the normal catch-up contribution for individuals age 50 and older.

F. **NONFORFEITABILITY** - Your interest in your IRA is nonforfeitable.

G. **ELIGIBLE CUSTODIANS** - The Custodian of your IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

H. **COMMINGLING ASSETS** - The assets of your IRA cannot be commingled with other property except in a common trust fund or common investment fund.

I. **LIFE INSURANCE** - No portion of your IRA may be invested in life insurance contracts.

J. **COLLECTIBLES** - You may not invest the assets of your 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 IRA investments.

K. **REQUIRED MINIMUM DISTRIBUTIONS** - You are required to take minimum distributions from your IRA at certain times in accordance with Regulations section 1.408-8. Below is a summary of the IRA distribution rules.

1. You are required to take a minimum distribution from your IRA for the year in which you reach age 70 1/2 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 70 1/2. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.

2. The applicable divisor is generally determined using the uniform lifetime table provided by the IRS. The table assumes a designated beneficiary exactly 10 years younger than you, regardless of who is named as your beneficiary(ies), if any. If your spouse is your sole designated beneficiary, 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 and last survivor 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 April 1 of the year following the year in which you turn age 70 1/2:

- make no distribution until you give us a proper withdrawal request,
- distribute your entire 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.

3. Your designated beneficiary is determined based on the beneficiary (ies) designated as of the date of your death, who remains your beneficiary(ies) as of September 30 of the year following the year of your death. If you die,

公開說明書

取消您的退休帳戶的權力

如果您開設您的退休帳戶之時您收到此公開說明書，您有權在其開始的 7 天之內取消您的退休帳戶。如果被取消，您有權獲得您向您的退休帳戶存入的所有存款。退還給您的數額將不包括對諸如銷售佣金、管理費用、或市場價值變動而產生的調整。您可以通過申請書上寫明的地址向監管人郵寄或遞送書面通知以完成此取消。

如果您使用一般郵件送出您的通知，取消將被視為以郵戳時間寄出。

如果您有關於取消您的退休帳戶過程的任何問題，請按申請書上寫明的電話號碼致電監管人。

退休帳戶要求

- 現金存款**-您的存款必須是現金，除非它是一個滾存存款。
- 最高存款金額**-在任一財政年您可以存入退休帳戶的金額不可以超過您的應收入的 100%，或 2002-2004 年不可超過 \$3,000，2005-2007 年不可超過 \$4,000，2008 年不可超過 \$5,000，在 2009 年和 2009 年以後，限額有可能存在生活費用調整。如果您還有一個羅斯退休帳戶，您的傳統退休帳戶（例如，一個服從於國稅法(Internal Revenue Code)第 408(a)或 408(b)條款限制的退休帳戶）的存款最高限額應減去您向您的羅斯退休帳戶存入的存款額。您向所有傳統退休帳戶和羅斯退休帳戶存入的全部年存款不能超過在以上說明的金額，或不能超過您的收入的 100%。
- 存款資格**-如果您有收入，且在存入存款的財政年未滿 70 歲半，您就有資格向您的退休帳戶存入正常的存款。
- 追加存款**-如果您的年齡在財政年結束前為 50 歲或以上，您可以向您的退休帳戶存入增加的存款。最高增加存款額在 2002 到 2005 年為 \$500，2006 年和 2006 年以後為 \$1,000。
- 在特定雇主破產的情況下追加存款**-您可能資格從 2006 到 2009 年存入每年最高 \$3000 的額外追加存款。您必須滿足以下條件才能享有此資格：1) 您參加 401K 退休計劃，且對您的存款雇主其股票來配存至少 50% 的存款數額 2) 雇主必須為前一年破產案的債務人，而且必須已經被起訴或被訴訟的判決導致其破產；而且 3) 您必須在破產案被提交的至少六個月前已經為一個 401(K) 計劃的參與者。如果您選擇存入這些特殊追加存款，您將不再資格參加對於年齡 50 歲或以上個人的正常追加存款。
- 不可取消性**-您在您的退休帳戶中的利息是不可取消的。
- 合格的監管人**-您的退休帳戶的監管人必須是銀行、存款和貸款機構、信用機構、或一個經國稅局批准的個人或實體。
- 混合財產**-除了在公共信託基金或公共投資基金中的資產以外，其他資產不可以與您的退休帳戶中的財產相混合。
- 生命保險**-您的羅斯退休帳戶中的任何部分都不可以投資在生命保險合同當中。
- 收藏**-在您的退休帳戶中的任何部分都不可以投資在收藏（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、地毯或古董、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。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）也可以允許作為退休帳戶的投資品。
- 必須最低分配**-根據法規第 1.408-8 章節，您必須在一定的時間從您的退休帳戶中提取出最低的分配。以下是退休帳戶分配規則的概括。

1. 在您的 70 歲半的當年以及以後的每年，您被要求從您的退休帳戶中提出最低分配。您必須在您的被要求的開始日期，即您年滿 70 歲半的當年的第一年的四月一號，之前提取您的第一筆分配。對於任一財政年的最低分配等於前一年年底的賬戶金額除以相應的分母。

2. 相應的分母通常是使用國稅局的統一生命時間表來決定的。無論誰被指定作為您的受益人（若有受益人），此表假定有一個正好年輕您 10 歲的指定受益人。如果您的配偶是您的唯一指定受益人，且比您年輕 10 歲，此必須最低分配通常使用國稅局制定的共同和最後在世人表格來確定您和您配偶的實際聯合生命預期，而不是來自於統一生命時間表的分母，來決定必須最低分配。

在您的年滿 70 歲半當年的第一年的 4 月 1 日以前，我們保留權力採取以下行動：

- 直到您給我們正確的提款要求，我們才做出分配，
- 一次性將所有的退休帳戶金額分配給您，或
- 使用統一生命時間表來決定您的生命預期，並以此決定您每年的必須最低分配，除非您做出指示，否則我們將這些分配付給您。

3. 在您去世時您所指定的受益人（們），且在您去世之後的第一年的 9 月 30 日仍然是您的受益人（們），即為您指定的受益人。若您去世，

(a) 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 IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

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

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

(ii) 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 options (i) or (ii) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year that you would have attained age 70 1/2. Your designated beneficiary(ies), other than a spouse who is the sole designated beneficiary, must elect either option (i) or (ii) 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 (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70 1/2, if later. If a beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

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

L. WAIVER OF 2009 RMD – If you are an IRA holder age 70 1/2 or older, you are not required to remove an RMD for calendar year 2009. In addition, no beneficiary life expectancy payments are required for calendar year 2009. If the five year rule applies to an IRA with respect to any decedent, the five year period is determined without regard to calendar year 2009. For example, if an IRA owner died in 2007, the beneficiary's five year period ends in 2013 instead of 2012.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA

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

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

1. a qualified pension, profit sharing, 401(k), or stock bonus plan;
2. a qualified annuity plan of an employer;
3. a simplified employee pension (SEP) plan;
4. a retirement plan established by the federal government, a state, or a political subdivision (except certain unfunded deferred compensation plans under Code section 457);
5. a tax-sheltered annuity for employees of certain tax-exempt organizations or public schools;
6. a plan meeting the requirements of Code section 501(c)(18);
7. a qualified plan for self-employed individuals (H.R. 10 or Keogh Plan); and
8. a savings incentive match plan for employees of small employers (SIMPLE) IRA plan or a SIMPLE 401(k) plan.

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

If you are an active participant are single, and have MAGI within the applicable phaseout range listed below the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out range maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$36,000 in 2002, your maximum deductible contribution is \$2,400 (the 2002 phase-out range maximum of \$44,000 minus your MAGI of \$36,000, divided by the difference between the maximum and minimum phase-out range limits of \$10,000 and multiplied by the contribution limit of \$3,000.)

(a) 在您的必須開始日期或以後，我們比較您的指定受益人（們）的單獨生命預期和您的剩餘生命週期，按照其中更長的一個週期將分配遞送給您的指定受益人（們）。若受益人不是按照國稅法規定的個人或合格託管人，為了決定分配週期，您的退休帳戶將會被視為沒有受益人。若您的退休帳戶沒有指定受益人，分配將採用您的單獨生命週期來展開，並在以後的每年將期間減少一年。

(b) 在您的必須開始日期以前，在您的指定受益人的選擇下，仍然存在您賬戶上的整個金額將：

- (i) 在您去世第五週年的 12 月 31 日以前被分配，或者
- (ii) 在您的指定受益人（們）的剩餘生命預期期間被分配。

如果你的配偶是您唯一的指定受益人，他或她在您去世第五週年的 12 月 31 日以前或者當您達到 70 歲半那年的 12 月 31 日之前必須在(i)或者(ii)選項之中選擇其一。在您去世之後第一年的 12 月 31 日以前，您的除了唯一配偶受益人以外的指定受益人（們）必須在(i)或者(ii)選項之中選擇其一。如果沒有做出選擇，分配將按照選項(ii)中的方法進行計算。如果以選項(ii)的方法進行分配，分配必須在您去世後第一年的 12 月 31 日以前開始。一般來說，如果您的配偶是指定受益人，若您去世時未滿 70 歲半，分配將在您達到 70 歲半的當年的 12 月 31 號才開始進行。如果法規限定的個人或合格的信託人以外的實體被指定為受益人（們），您的退休帳戶將被視為沒有指定受益人決定分配期間。如果您的退休帳戶沒有指定的受益人，整個退休帳戶將在您去世的第五週年的 12 月 31 號以前被分配。

若您的配偶是您整個退休帳戶的唯一指定受益人，通過以下方式，此配偶可以選擇將您的退休帳戶作為他/她自己的賬戶：(1)向您的退休帳戶存款；(2)沒有及時從您的退休帳戶中提取必需的最低分配。無論配偶是不是您的退休帳戶的唯一受益人，配偶受益人都可以將他/她的財產部分滾存入他/她自己的退休帳戶之內。

L. 2009 年必須最低分配要求 (RMD) 免除 - 如果您是一個退休賬戶的持有人且年齡為 70 歲半或更高，您無需提取 2009 年度的必須最低分配要求。此外，無需支付 2009 年度的受益人生命預期付款。如果五年規則適用於任何死者的退休帳戶，五年週期則是在不考慮 2009 年的情況下決定的。例如：如果一個退休帳戶的所有人於 2007 年去世，受益的五年週期將結束於 2013 年而不是 2012 年。

開設退休帳戶對收入稅的影響

A. 退休帳戶稅款扣除 - 如果您有資格向您的退休帳戶存入存款，您可以獲得稅務扣除的存款額度將取決於您（或，在某些情況下，您的配偶）是否為一個僱主維持退休計劃的積極參與者。若您（和您的配偶，在已婚情況下）不為積極參與者，您的整個退休帳戶的存款都可以得到稅款扣除。若您為一個積極參與者（或配偶為一積極參與者），您的存款的稅款扣除額度將依賴於您的修正調整後總收入（MAGI）和您在存入存款的財政年的稅務申報狀況。MAGI 由您的收入稅退稅決定，使用您的調整後總收入但不計算任何獲得稅務減免的退休帳戶存款。

積極參與者定義 - 一般來說，如果您參與了以下的一個或多個僱主維持退休計劃，那麼您就是一個積極參與者：

1. 一個合格的退休金，利潤共享，401(k)，或股票紅利計劃；
2. 一個合格的僱主年金計劃；
3. 一個簡單僱員退休金計劃 (SEP)；
4. 一個由聯邦政府、州、或政治分支機構開設的退休計劃（不包括某些在國稅法 457 章節規定的短期延遲賠償計劃）；
5. 一個為某些免稅機構或公立學校僱員設立的避稅年金；
6. 一個符合國稅法 501(c)(18) 章節的計劃；
7. 一個合格的為自我僱傭個人所提供的計劃 (H.R. 10 或 Keogh 計劃)；和
8. 一個為小僱主雇員的（簡單）退休計劃提供的存款激勵配套計劃或一個簡單 401(k) 計劃。

如果您不知道您的僱主是否持有這些計劃的其中一個，或者您不知道您是否為其中一個計劃的積極參與者，請您咨詢您的僱主或稅務顧問。同時，您在每年年底從您的僱主處收到的國稅局 W-2 表格，（即工資和稅款聲明），會顯示您是否為一個積極參與者。

如果您是一個積極參與者，未婚，且您的 MAGI 在以下列出的可申請中止範圍之內，您存款的稅務扣除金額將由以下條件決定：(1)從適用年份（具體見下）的相應最高中止範圍開始，減去您的 MAGI；(2)將此金額除以最高中止額度和最低中止額度的差額；(3)將結果乘以相應年份的最高可允許存款額度，若您年滿 50 歲此額度包括追加存款。該結果即為您每年可以拿到的最高退休帳戶稅務扣除。例如，如果您在 2002 年年滿 30 歲，且 MAGI 為 \$36,000，那麼您的最高免稅存款額度為 \$2,400（2002 年最高中止額度 \$44,000 減去您的 MAGI \$36,000，除以最高中止額度和最低中止額度的差額 \$10,000，再乘以存款限額 \$3,000。）

If you are an active participant, are married and you file a joint income tax return, and have MAGI within the applicable phase-out range listed below the deductible amount of your contribution is determined as follows: (1) begin with the appropriate phase-out maximum for the applicable year (specified below), and subtract your MAGI range; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take. For example, if you are age 30 with MAGI of \$56,000 in 2002, your maximum deductible contribution is \$2,400 (the 2002 phase-out maximum of \$64,000 minus your MAGI of \$56,000, divided by the difference between the maximum and minimum phase-out limits of \$10,000 and multiplied by the contribution limit of \$3,000.)

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

Tax Year	Joint Filers Phase-out Range*		Single Taxpayers Phase-out Range	
	(minimum)	(maximum)	(minimum)	(maximum)
2002	\$54,000	\$64,000	\$34,000	\$44,000
2003	\$60,000	\$70,000	\$40,000	\$50,000
2004	\$65,000	\$75,000	\$45,000	\$55,000
2005	\$70,000	\$80,000	\$50,000	\$60,000
2006	\$75,000	\$85,000	\$50,000	\$60,000
2007**	\$80,000	\$100,000	\$50,000	\$60,000

* MAGI limits are subject to cost-of-living increases for tax years beginning after 2006.
** The MAGI limits for 2007 listed above may be subject to additional increases.

The MAGI phase-out range for an individual that is not an active participant, but is married to an active participant, is \$150,000-\$160,000. This limit is also subject to cost-of-living increases for tax years beginning after 2006. If you are not an active participant in an employer-maintained retirement plan, are married to someone who is an active participant, and you file a joint income tax return with MAGI between the applicable phase-out range for the year, your maximum deductible contribution is determined as follows: (1) begin with the appropriate MAGI phase-out maximum for the year and subtract your MAGI from it; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take.

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

B. CONTRIBUTION DEADLINE - The deadline for making an IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make your IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as such.

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

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

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

Adjusted Gross Income*			Applicable Percentage
Joint Return	Head of a Household	All Other Cases	
\$1 - 30,000	\$1 - 22,500	\$1 - 15,000	50
30,001 - 32,500	22,501 - 24,375	15,001 - 16,250	20
32,501 - 50,000	24,376 - 37,500	16,251 - 25,000	10
Over 50,000	Over 37,500	Over 25,000	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 for tax years beginning after 2006.

D. TAX-DEFERRED EARNINGS - The investment earnings of your IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

E. NONDEDUCTIBLE CONTRIBUTIONS - You may make nondeductible contributions to your IRA to the extent that deductible contributions are not allowed. The sum of your deductible and nondeductible IRA contributions cannot exceed your contribution limit (the lesser of the allowable contribution limit described previously, or 100 percent of compensation). You may elect to treat deductible IRA contributions as nondeductible contributions.

若您為一個積極參與者，已婚，聯合申報收入稅退稅，且您的 MAGI 在以下列出的可申請中止範圍之內，您存款的稅務扣除金額將由以下條件決定：1)從適用年份（具體見下）的相應最高中止範圍開始，減去您的 MAGI；2)將此金額除以最高中止額度和最低中止額度的差額；3)將結果乘以相應年份的最高可允許存款額，若您年滿 50 歲此額度包括追加存款。該結果即為您每年可以拿到的最高退休帳戶稅務扣除。例如，如果您在 2002 年年滿 30 歲，且 MAGI 為 \$56,000，那麼您的最高免稅存款額為 \$2,400（2002 年最高中止額度 \$64,000 減去您的 MAGI，\$56,000，除以最高中止額度和最低中止額度的差額 \$10,000，再乘以存款限額 \$3,000。）

若您為一個積極參與者，已婚，單獨申報收入稅，您的 MAGI 中止範圍通常為 \$0-\$10,000。然而，若您在整個財政年單獨居住，您將被視為單身申報者。

稅務年度	聯合申報遞減中止範圍*		單身付稅者遞減中止範圍*	
	(最低)	(最高)	(最低)	(最高)
2002	\$54,000	\$64,000	\$34,000	\$44,000
2003	\$60,000	\$70,000	\$40,000	\$50,000
2004	\$65,000	\$75,000	\$45,000	\$55,000
2005	\$70,000	\$80,000	\$50,000	\$60,000
2006	\$75,000	\$85,000	\$50,000	\$60,000
2007**	\$80,000	\$100,000	\$50,000	\$60,000

*MAGI 限額在 2006 年以後開始的財政年度根據生活消費增長進行調整。

**以上列出的 2007 年 MAGI 限額有可能被提高。

對於不是積極參與者但其配偶是積極參與者的個人，此 MAGI 中止範圍為 \$150,000-\$160,000。該限額在 2006 年以後開始的財政年度根據生活消費增長進行調整。若您不是一個僱主維持退休計劃的積極參與者，但您的配偶是一個積極參與者，且您聯合報稅，MAGI 居於該年度的相應中止範圍之內，您的最高稅務扣除存款額按以下方法決定：1)從適用年份的相應最高中止範圍開始，減去您的 MAGI；2)將此金額除以最高中止額度和最低中止額度的差額；3)將結果乘以相應年份的最高可允許存款額，若您年滿 50 歲此額度包括追加存款。該結果即為您每年可以拿到的最高退休帳戶稅務扣除額。

如果此數額不是 10 的倍數，您必須將結果進位到下一個最高的 \$10。若您的結果稅務扣除額在 \$0 到 \$200 以內，您必須將金額進位到 \$200。

存款截止時間 - 進行退休帳戶存款的截至時間是您的退稅到期日（不包括延長期）。您可以以我們接受的方式存入前一財政年的存款。例如，如果您是一個公歷年的納稅人，且您在 4 月 15 日或 4 月 15 日以前存入您的退休帳戶存款，如果您確認此存款為前一財政年的存款，那麼此存款將被視為前一財政年存款。**存款的可退稅額度** - 您可能擁有權因您的傳統退休帳戶存款而收到退稅款 (Tax Credit)。除了可以適用的任何稅務減免以外，此退稅款是被允許的，但不可以在任意一年超過 \$1,000。如果您符合以下條件，您有權得到此退稅額。

- 在此財政年結束以前年滿 18 歲或以上，
- 不是另一個納稅人的供養人，且
- 不是全職學生。

此額度基於您的收入之上（見下標），此額度的範圍在合格存款的 0% 到 100% 之間。為了決定您的存款金額，將所有存入您的傳統退休帳戶的存款相加，減去您在測試期間存入的所有存款。測試期間是從申報退稅額度的當年的兩年以前開始，到申報退稅額度的當年的退稅到期日結束。從下表中找到相應的百分比，乘以您不超過 \$2,000 的存款額，就可以得到您的退稅額。

調整總收入*			相應百分比
聯合報稅	戶主	其他人	
\$1 - 30,000	\$1 - 22,500	\$1 - 15,000	50
30,001 - 32,500	22,501 - 24,375	15,001 - 16,250	20
32,501 - 50,000	24,376 - 37,500	16,251 - 25,000	10
超過 50,000	超過 37,500	超過 25,000	0

*調整總收入(AGI)包括外國收入所得以及來自關島、東薩摩亞、北馬里亞納群島、和波多黎各的收入。AGI 限制將根據 2006 年以後的財政年生活消費增長進行調整。

D. 稅務延遲收入 - 直到分配開始（或，在某些情況下，當分配被視為已經開始做出）為止，您的退休帳戶中的投資才會被徵收聯邦收入稅。

E. 不可扣除存款 - 在可扣除存款不被允許的情況下，您可以向您的退休帳戶存入不可扣除存款。您的可扣除和不可扣除退休帳戶存款總和不可以超過您的存款限額（低於前述允許存款限額，或您的收入的 100%）。您可以選擇將可扣除退休帳戶存款視為不可扣除存款。

If you make nondeductible contributions for a particular tax year, you must report the amount of the nondeductible contribution along with your income tax return using IRS Form 8606. Failure to file IRS Form 8606 will result in a \$50 per failure penalty. If you overstate the amount of designated nondeductible contributions for any taxable year, you are subject to a \$100 penalty unless reasonable cause for the overstatement can be shown.

F. **TAXATION OF DISTRIBUTIONS** - The taxation of IRA distributions depends on whether or not you have ever made nondeductible IRA contributions. If you have only made deductible contributions, any IRA distribution will be fully included in income. If you have ever made nondeductible contributions to any IRA, the following formula must be used to determine the amount of any IRA distribution excluded from income.

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

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

G. **ROLLOVERS AND CONVERSIONS** - Your IRA may be rolled over to an IRA of yours, may receive rollover contributions, and 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 tax-free movement of cash or other property to your IRA from another 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. Conversion is a term used to describe the movement of Traditional 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. Traditional IRA to Traditional IRA Rollovers - Funds distributed from your IRA may be rolled over to an IRA of yours if the requirements of Code section 408(d)(3) are met. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another IRA to IRA rollover from the distributing IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

2. SIMPLE IRA to Traditional IRA Rollovers - Funds may be distributed from your SIMPLE IRA and rolled over to your IRA without IRS penalty provided, two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA to Traditional IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

3. Employer-Sponsored Retirement Plan to Traditional IRA Rollovers - You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan (other than distributions to nonspouse beneficiaries), unless it is part of a certain series of substantially equal periodic payments, a required minimum distribution, or a hardship distribution, or a distribution of Roth 401(K) or Roth 403(b) elective deferrals.

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

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

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

5. Traditional IRA to Employer-Sponsored Retirement Plans - You may roll over, directly or indirectly, any eligible rollover distribution from an IRA to an employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan so long as the employer-sponsored retirement plan accepts such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from an IRA that is not a part of a required minimum distribution.

6. Traditional IRA to Roth IRA Conversions - If your modified adjusted gross income is not more than \$100,000, and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). Beginning in 2010, the \$100,000 MAGI limit and the married filing separate tax filing restriction will be eliminated for conversion eligibility. If you are age 70 1/2 or older you must remove your required minimum distribution prior to converting your Traditional IRA. The amount of the conversion from your Traditional IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includable in your gross income (except for any nondeductible contributions). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

若您在某一特定財政年存入了不可扣除存款，您必須通過國稅局 8606 表格，將此不可扣除存款的數額與您的收入稅退稅一起上報。若沒有填寫國稅局 8606 表格，將會導致 \$50 罰款。

若您在某一財政年過多估計了指定不可扣除存款的數額，除非您有合理的過分估計該數額的原因，否則將被處以 \$100 罰款。

F. **分配稅收-退休賬戶的分配稅收決定於您是否存入過不可扣除的退休賬戶存款。**若您只存入過可扣除存款，所有退休賬戶的分配都將被包含到收入當中。

如果您曾經向退休賬戶存入過不可扣除存款，以下的公式必須被使用以決定任何能被排除出收入的退休賬戶分配。

$$\frac{(\text{不可扣除存款總和}) \times (\text{提取額})}{\text{退休賬戶總餘額}} = \text{從收入中排出的金額}$$

注意：不可扣除存款總和包括所有到此分配的年底您所存入的所有不可扣除存款（此分配在以前沒有被提出且從收入中去除）。也請注意，退休賬戶總額包括到此分配的年底所有在您的退休賬戶中的金額以及在此年中發生的所有分配。

G. **滾存和轉存**-如果所有相應的滾存或轉存規則被遵循，您的退休賬戶可以滾存至您的另一個退休賬戶，可以接受滾存存款，也可以轉變為一個羅斯退休賬戶。滾存用以描述現金或其他資產從另一個退休賬戶，或從您的僱主合格退休計劃，403(a)年金計劃，403(b)稅務減免年金計劃，或 457(b)合格政府延遲收入計劃到您的退休賬戶的免稅轉移。轉存用以描述從傳統退休賬戶到羅斯退休賬戶的資產轉移。滾存和轉存的規定通常總結如下。這些轉移通常比較複雜。若您有任何關於滾存或轉存的問題，請諮詢相關稅務顧問。

1. 傳統退休賬戶到傳統退休賬戶的滾存-如果國稅法 408(d)(3)章節的規定被滿足，您的退休賬戶分配的資金可以被滾存入您的一個退休賬戶。如果所有或部分的分配在分配收到的 60 天之內滾存，一個正確的退休賬戶到退休賬戶的滾存便完成了。在您收到分配之前的 12 個月之內，您不可以從進行分配的退休賬戶做出退休賬戶到退休賬戶的滾存。不僅如此，每 12 個月您只能滾存一次同樣數額的現金或財產。

2. 簡單退休賬戶到傳統退休賬戶的滾存-如果從您第一次參加有僱主支持的簡單退休計劃開始，已經過去了 2 年，那麼您的簡單退休賬戶中的資金可以被滾存到您的退休賬戶之中。與傳統退休賬戶到傳統退休賬戶的滾存一樣，國稅法 408(d)(3)章節的規定必須被滿足。如果所有或部分的分配在分配收到的 60 天之內滾存，一個正確的簡單退休賬戶到退休賬戶的滾存便完成了。您收到分配之前的 12 個月之內，您不可以從進行分配的退休賬戶做出另一個簡單退休賬戶到退休賬戶，或從簡單退休賬戶到簡單退休賬戶的滾存。不僅如此，每 12 個月您只能滾存一次同樣數額的現金或財產。

3. 僱主支持退休計劃到傳統退休賬戶的滾存-您可以直接或間接地從一個合格的僱主支持退休計劃滾存任何合格的分配。一個合格滾存分配通常被定義為從一個合格的退休計劃、403(a)年金計劃，403(b)稅務減免年金計劃，或 457(b)合格政府延遲收入計劃（不包括對非配偶受益人做出的分配）做出的分配，如果它不是某一系列大體相等的周期支付、必須最低分配、貧困分配、或一個羅斯 401(k)或羅斯 403(b)選擇延遲的分配。

如果您選擇在您向退休賬戶存入您的滾存分配之前收到此滾存分配，從而執行一個非直接的滾存，您的計劃管理人通常會被要求將您的分配預扣 20% 作為所得稅的支付。當完成此轉存時，您可以自己支付此預扣金額，滾存全部來自您的僱主支持退休計劃的分配金額。為了符合滾存條件，您的合格滾存分配必須在您收到它的 60 天之內滾存到您的退休賬戶之中。或者，您可以將於扣的金額視為收入，且支付相應的所得稅。如果您不足 59 歲半，您將支付 10% 的提前分配處罰（除非達到免除處罰的例外）。

作為間接滾存的替代，通常您的僱主必須提供您選擇是否直接將您的僱主支持退休計劃金額滾存到一個退休賬戶之中。如果您選擇直接滾存，您的合格滾存分配將被直接支付到您指定的退休賬戶（或其他合格的僱主支持退休計劃）當中。

20% 的預扣要求不會被應用到直接滾存。
4. 來自僱主支持退休計劃的配偶受益人滾存-若您為已去世僱主計劃參與者的配偶，非配偶或合格信託受益人，您可以直接將一個合格的退休計劃、403(a)年金計劃，403(b)稅務減免年金計劃，或 457(b)合格政府延遲收入計劃中的繼承財產滾存至一個繼承的退休賬戶當中。此退休賬戶必須被維持為繼承退休賬戶，並服從受益人分配規定。

5. 傳統退休賬戶到僱主支持退休計劃-您可以直接或間接地從退休賬戶將合格的滾存分配滾存入僱主合格退休計劃、403(a)年金計劃，403(b)稅務減免年金計劃，或 457(b)合格政府延遲收入計劃中，只要僱主支持退休計劃接受此種滾存存款。來自退休賬戶的任何可徵收稅款分配，只要不為必須最低分配的一部分，就是一個合格的滾存分配。

6. 傳統退休賬戶到羅斯退休賬戶的轉存-如果您的 MAGI 低於 \$100,000，且您未婚單獨報稅，您有資格將所有或部分的現有傳統退休賬戶轉存至您的羅斯退休賬戶。從 2010 年開始，此 \$100,000 MAGI 限制和已婚單獨報稅條件將從轉存資格中取消。如果您年滿 70 歲半，您必須在轉存您的傳統退休賬戶以前提取您的必須最低分配。從您的傳統退休賬戶到您的羅斯退休賬戶的轉存金額應被視為有收入稅的分配，且包含在您的總收入之中（除了任何免稅的分配以外）。雖然轉存的金額通常包含在收入之中，但無論您是否符合任何 10% 處罰的例外，10% 的提前分配處罰都不應該應用在傳統退休賬戶到羅斯退休賬戶的轉存之上。

7. Qualified HAS Funding Distribution – If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, Health Savings Account and Other Tax-Favored Health Plans.

8. Rollover of Exxon Valdez Settlement Payments – If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to \$100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to a Traditional or Roth IRA or eligible retirement plan in prior taxable years. You will have until your tax return due date (not including tax extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may wish to visit the IRS website at www.irs.gov.

9. Written Election – At the time you make a proper rollover to an IRA, you must designate in writing to us, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

H. TRANSFER DUE TO DIVORCE – If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another.

I. RECHARACTERIZATIONS – If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA you may recharacterize the conversion along with net income attributable back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year for which the original contribution was made or conversion completed.

LIMITATIONS AND RESTRICTIONS

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

B. SPOUSAL IRA – If you are married and have compensation, you may contribute to an IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70 1/2, regardless of whether or not your spouse has compensation. You may make these spousal contributions even if you are age 70 1/2 or older. You must file a joint income tax return for the year for which the contribution is made. The amount you may contribute to your IRA and your spouse's IRA is the lesser of 100 percent of your combined compensation or \$6,000 for 2002-2004, \$8,000 for 2005-2007, and \$10,000 for 2008. This amount may be increased with cost-of-living adjustments in 2009 and beyond. However, you may not contribute more than the individual contribution limit to each IRA.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's IRA. The maximum additional contribution is \$500 for years 2002-2005, and \$1,000 for years 2006 and beyond.

C. DEDUCTION OF ROLLOVERS AND TRANSFERS – A deduction is not allowed for rollover contributions or transfers.

D. GIFT TAX – Transfers of your IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under Code section 2501.

E. SPECIAL TAX TREATMENT – Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to IRA distributions.

F. INCOME TAX TREATMENT – Any withdrawal from your IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

G. CHARITABLE DISTRIBUTIONS – If you are age 70 1/2 or older, you may make tax-free distributions of up to \$100,000 per year directly from your IRA to certain charitable organizations. Special tax rules may apply. For further detailed information you may wish to obtain IRA Publication 590, *Individual Retirement Arrangements* from the IRS. This provision applies to distributions during tax years 2006 and 2007.

H. PROHIBITED TRANSACTIONS – If you or your beneficiary engage in a prohibited transaction with your IRA, as described in Code section 4975, your 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 IRA: (1) taking a loan from your IRA; (2) buying property for personal use (present or future) with IRA funds; or (3) receiving certain bonuses or premiums because of your IRA.

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

FEDERAL TAX PENALTIES

A. EARLY DISTRIBUTION PENALTY – If you are under age 59 1/2 and receive an IRA distribution, an additional tax of 10 percent will apply, unless made on account of (1) death, (2) disability, (3) a qualifying rollover, (4) the timely withdrawal of an excess contribution, (5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, (6) medical expenses which exceed 7.5 percent of your adjusted gross income, (7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, (8) certain qualified education expenses, (9) first-home purchases (up to a life-time maximum of \$10,000), or (10) a levy issued by the IRS, or (11) active military duty (see Qualified Reservist Distributions, below). This additional tax will apply only to the portion of a distribution which is includable in your taxable income.

7. 合格 HSA 資金分配 – 如果您有資格存款進入健康存款帳戶(HSA)，您將有資格一次性的從您的退休帳戶中提取出免稅的 HSA 資金分配，並直接將其存入您的 HSA 當中。此合格的 HSA 資金分配金額不可超過最高 HSA 存款限額。該限額由您存款時的高扣除健康保險責任範圍(如，个人或家庭責任範圍)所限定。想獲得更多信息，請索取國稅局出版物 969，健康存款帳戶和其他稅收優惠健康計劃。

8. Exxon Valdez 結算付款滾存 – 如果您接受來自 Exxon Valdez 清算的合格結算付款，您可以將限額為 \$100,000 存入傳統退休帳戶或羅斯退休帳戶或符合條件的退休計劃中，其中減去在過去稅務年度中存入的合格 Exxon Valdez 結算收入的數額。您將要在收到合格結算收入的那年的報稅截止日期(不包括稅務延長期)之前來做滾存。為獲得此類滾存更多的相關信息，您可以訪問網址為 www.irs.gov 的國稅局網站。

9. 書面選擇 – 在您向退休帳戶做出適當的滾存時，您必須書面指示我們您希望將此存款作為滾存。一旦存入存款，此滾存選擇將不可撤銷。

H. 離婚導致的轉移 – 如果您的退休帳戶的全部或部分贈與了您的配偶、已離婚或分居中的前配偶，此贈與的金額將被視為配偶的退休帳戶(且可以根據法庭通過的離婚判決或書面法律離婚協議書轉移至您的配偶的另一個退休帳戶之中)，該金額將不被視為您的稅務分配。轉移是從一個傳統退休帳戶到另一個傳統退休帳戶的現金和/或資產免稅直接移動。

I. 重定性 – 如果您向一個傳統退休帳戶存入存款，且在以後將全部或部分的最初存款以及相關純收入重新歸入羅斯退休帳戶，您可以選擇將最初的存款視為存入了羅斯退休帳戶。同樣的方法也可以應用於將羅斯退休帳戶的存款重定性為傳統退休帳戶。如果您已經從傳統退休帳戶轉換為羅斯退休帳戶，您可以將此轉存與相應總收入一起重定性回傳統退休帳戶。完成重定性的截止時間是您存入最初存款或轉存完成的當年的報稅截止時間(包括所有延期)。

約束和限制

A. SEP 計劃 – 在一個符合國稅法 408(k) 章節規定的簡單雇員退休金計劃(SEP)下，您的雇主可以向您的退休帳戶存入存款。您的雇主必須向您提供信息以描述您的雇主的 SEP 計劃條款。

B. 配偶羅斯退休帳戶 – 如果您已婚且有收入，無論您的配偶是否有收入，您都可以在您的配偶年滿 70 歲半的當年以前任何一年，向一個為您的配偶利益所設立的退休帳戶存入存款。即使您年滿 70 歲半，您仍然可以存入這些配偶存款。您必須在存入存款的年份進行共同收入報稅。

您存入您的退休帳戶和您的配偶的退休帳戶的金額應低於你們總收入的 100% 在 2002-2004 年不超過 \$6,000，2005-2007 年不超過 \$8,000，2008 年不超過 10,000。在 2009 年和 2009 年以後，限額有可能根據生活費用調整而提高。然而，對每個退休帳戶，您存入的金額不可以超過個人存款金額限制。如果您的配偶在財政年結束之前年滿 50 歲或更年長，您可以合格地向您配偶的羅斯退休帳戶存入額外的存款。在 2002-2005 年，最多的額外存款為 \$500，在 2006 年以及 2006 年以後，最多的額外存款為 \$1,000。

C. 滾存和轉存的稅務扣除 – 滾存存款或轉存沒有稅務扣除。

D. 贈與稅 – 如果在您的要求之下，您的退休帳戶中的財產轉移到您生命期間指定的受益人。此轉移會在國稅法 2501 章節的要求下被征收聯邦贈與稅。

E. 特別稅務處置 – 資本利得和在國稅法 402 章節規定的 10 年遠期平均收入不適用於退休帳戶的分配。

F. 收入稅處置 – 任何從您的退休帳戶中提取的提款都會被征收聯邦收入稅扣繳稅款。然而，您可以選擇不讓扣繳稅款應用到您的退休帳戶提款之上。若扣繳稅款應用到了您的提款之上，您將被預扣不低於提取金額的 10%。

G. 慈善分配 – 如果您年滿 70 歲半，您可以每年直接從您的退休帳戶中提取最多 \$100,000 的免稅分配給予某些慈善機構。特殊的稅務規則可能適用。想獲得更多信息，請索取國稅局出版物 590，*個人退休處理*。此條款應用於在 2006 到 2007 財政年間的分配。

H. 禁止的交易 – 如果您或您的受益人在您的退休帳戶中涉及到國稅法 4975 章節中描述的禁止的交易，您的退休帳戶將會失去其稅務遞延狀態。並且，在此禁止的交易發生的財政年當中，您必須將您賬戶中的價值包含在您的總收入當中。以下的交易是您的退休帳戶中禁止的交易的例子：(1) 從您的退休帳戶中進行貸款；(2) 用退休帳戶中的資金購買個人使用的(現在的或將來的)資產；或(3) 因您的退休帳戶收入某些獎金或額外獎勵。

I. 抵押 – 如果您將您的退休帳戶中的任何一部分作為擔保品進行貸款抵押，此抵押的金額將會被視為一個分配，且會在您抵押此資產的財政年中包括入您的總收入之中。

聯邦稅務處罰

A. 提前分配處罰 – 如果您未滿 59 歲半且收到了一個退休帳戶分配，10% 的額外稅收將會被應用。除非分配發生在以下帳戶：1) 死亡，2) 殘疾，3) 合格的滾存，4) 超額存款的及時提取，5) 一系列在您的生命預期期間或在您和您的受益人共同生命預期期間大致相等的周期性支付(至少每年支付)，6) 醫療花費超過了您的調整後總收入的 7.5%，7) 健康保險支付，如果您不被僱傭且在聯邦或州計劃中收到了至少 12 個星期的失業收入，8) 某些合格的教育花費，9) 第一次購房(一次性最多 \$10,000)，10) 國稅局發起的徵稅，或 11) 征兵服務(見下列合格後備軍人分配)。此額外稅收只會被應用到包括到您的應收稅款收入中的分配部分。

B. EXCESS CONTRIBUTION PENALTY-An additional tax of six percent is imposed upon any excess contribution you make to your IRA. This additional tax will apply each year in which an excess remains in your IRA. An excess contribution is any amount that is contributed to your IRA that exceeds the amount that you are eligible to contribute.

C. EXCESS ACCUMULATION PENALTY - As previously described, you must take a required minimum distribution by your required beginning date for the year you attain age 70 1/2 and by the end of each year thereafter. Your beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.

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

OTHER

A. IRS PLAN APPROVAL - The Agreement used to establish this IRA 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 IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, 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.

D. HURRICANE-RELATED RELIEF - If you are an individual who sustained an economic loss due to, or are otherwise considered affected by, hurricane Katrina, Rita or Wilma, you may be eligible for favorable tax treatment on distributions and rollovers from your IRA. Qualified distributions include IRA distributions made on or after specified dates for each hurricane and before January 1, 2007 to a qualified individual. For a complete definition of what constitutes a qualified individual and a qualified hurricane distribution for purposes of hurricane relief, refer to IRS Publication 4492, *Information for Taxpayers Affected by Hurricanes Katrina, Rita and Wilma*.

1. 10 Percent Penalty Exception on Qualified Distributions - Qualified hurricane distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first \$100,000 of qualified distributions to each individual.

2. Taxation May be Spread Over Three Years - If you receive qualified hurricane distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. Repayment of Qualified Hurricane Distributions - You may roll over qualified hurricane distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

For further detailed information on tax relief granted for hurricanes Katrina, Rita and Wilma, and other exceptions which may be granted in the future by the IRS, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAXFORM, or by visiting www.irs.gov on the Internet.

E. QUALIFIED RESERVIST DISTRIBUTIONS - If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your IRA and recontribute those amounts to an IRA generally within a two-year period from your date of return. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS.

F. CHARITABLE DISTRIBUTIONS - If you are age 70 1/2 or older, you may make tax-free distributions of up to \$100,000 per year directly from your IRA to certain charitable organizations. Special tax rules may apply. This provision applies to distributions during tax years 2008 and 2009, or until such later time as extended by Congress. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS.

G. HEARTLAND DISASTER RELATED TAX RELIEF - If you are an individual who has sustained an economic loss due to, or are otherwise considered affected by, the severe storms, tornadoes and flooding that occurred in the Midwestern disaster area, you may be eligible for favorable tax treatment on distributions and rollovers from your IRA. Qualified disaster recovery assistance distributions include IRA distributions made on or after specified dates for each disaster, and before January 1, 2010 to a qualified individual. For more information on this tax relief, refer to IRS Publication 4492-B, *Information for Affected Taxpayers in the Midwestern Disaster Area*.

1. 10 Percent Penalty Exception on Qualified Distributions - Qualified disaster recovery assistance distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first \$100,000 of qualified distributions to each individual.

2. Taxation May be Spread Over Three Years - If you received qualified disaster recovery assistance distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. Repayment of Qualified Disaster Recovery Assistance Distributions - You may roll over qualified disaster recovery assistance distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

B. 超額存款處罰-當您向您的退休帳戶中存入超額存款時，6%的額外稅收會被征收。此額外稅收會在每年應用到您的退休帳戶中的超額存款之上。超額存款指任何存入您的退休帳戶之中，超過您可以存入的金額的存款。

C. 超額累計處罰-如前所述，您必須在您年滿70歲半當年的必須開始日期之前，和以後的每年年底以前提取必須最低分配。您的受益人（們）必須在您去世以後提取某些最低分配。50%的額外稅收將會被徵收在應該提取但沒有提取的必須最低分配金額之上。

D. 處罰報告-在您向國稅局申報收入稅時，您必須同時填寫國稅局5329表來申報或豁免任何額外稅收。

其他

A. 退休帳戶計劃批准-國稅局已經批准此協議書用以設立此退休帳戶。國稅局的批註僅僅是對表格的認可，不是對進行的計劃或提供的投資的背書。

B. 其他信息-您可以從您的國稅局分局獲得有關退休帳戶的更多信息。特別指出的是，您可能希望通過致電1-8000-TAX-FORM，或訪問因特網www.irs.gov，獲得國稅局出版物590，*個人退休規劃*。

C. 有關開設新帳戶過程的重要信息-為了協助政府防止恐怖主義資金和洗錢活動，聯邦法律要求所有的金融組織獲得、審核、並記錄可以確認帳戶開設人的身份的信息。對您來說：當您開設賬戶時，您被要求提供您的名字、住址、生日、和身份號碼。我們可以索取可以幫助我們確定您身份的其他信息。

D. 颶風相關救濟-如果您因為 Katrina、Rita、或 Wilma 颶風持續遭受損失；或您認為您因此遭受了經濟影響，您可能在您的退休帳戶的分配和滾存上獲取稅務優惠政策。合格的分配包括在每一次颶風發生的特定日期或以後且在2007年1月1日以前向合格的個人做出的退休帳戶分配。若因颶風救濟目的而想了解完整的合格個人和合格個人颶風分配定義，請參見國稅局出版物4492，*受 Katrina、Rita、或 Wilma 颶風影響的納稅人信息*。

1. 對合格分配的10%免罰-合格的颶風分配將不會被徵收10%的提前分配處罰稅。此免罰只應用到每個個人的第一次\$100,000合格分配。

2. 稅務收入可以在三年內均分-如果您收到了合格的颶風分配，從發生此分配的當年開始，您可以選擇在三年之內將此分配按比率包括到您的總收入當中。

3. 合格颶風分配的償付-從您接受到合格颶風分配的當日開始三年中，您可以將此分配滾存到一個合格的退休計劃當中，避免聯邦收入稅收。60天滾存規定不適用於此種分配。

想了解更多有關 Katrina、Rita、或 Wilma 颶風的稅收減免信息，和其他在將來有可能被國稅局授予的減免，致電1-8000-TAX-FORM，或訪問國稅局網站www.irs.gov，獲得國稅局出版物590，*個人退休規劃*。

E. 合格後備軍人分配-如果您是一個合格的後備軍人被征服兵役，您有資格從您的羅斯退休帳戶中取出不受任何處罰的分配，且在您停止兵役的當日開始兩年之內重新將這些金額存入一個退休帳戶。想了解更多信息，請從國稅局獲得國稅局出版物590，*個人退休規劃*。

F. 慈善分配-如果您的年齡在70歲半或以上，您可以做出直接從您的羅斯退休帳戶到某些慈善組織的每年限額為\$100,000的免稅分配。特殊的稅收規則可適用。這一條款適用於從2008到2009的財政年或國會延長的時間內的任何分配。如需更多詳細資料，您可以從國稅局個人退休賬戶規劃的國稅局出版文件590中獲得。

G. 中西部地區災害相關稅收減免-如果您因為或以其他方式受到中西部地區所發生的嚴重風暴，龍卷風，和洪水災害的影響，而遭受了經濟損失，您可能在您的羅斯退休帳戶的分配和滾存上獲得稅收優惠。合格災害恢復援助分配包括在每個災害發生時或之後的特定日期，及2010年1月1日前做出的羅斯退休帳戶分配。想了解更多稅收減免信息，請參見國稅局出版文件4492-B 中西部災害地區受影響納稅人相關信息。

1. 對合格分配的10%免罰-合格的災害恢復援助分配將不會被徵收10%的提前分配處罰稅。此免罰只應用到每個個人的首次\$100,000合格分配。

2. 稅收可以在三年內均分-如果您收到了合格災害恢復援助分配，從發生此分配的當年開始，您可以選擇在三年之內將此分配按比例包括到您的總收入當中。

3. 合格災害恢復援助分配的償付-從您接受到合格災害恢復援助分配的當日開始三年中，您可以將此分配滾存到一個合格的退休計劃當中，避免聯邦收入稅收。60天滾存規定不適用於此種分配。

Disclaimer:

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