



APPLICATION FOR INDIVIDUAL ANNUITY

First Catholic Slovak Union
A Fraternal Benefit Society
6611 Rockside Road, Suite 300, Independence, OH 44131

PLEASE PRINT, USE INK ONLY

Branch # _____

1. Proposed Annuitant:

E-mail: _____

Name: _____

Telephone # _____

Address: _____

State: _____ Zip: _____

Date of Birth: _____ Age: _____ Place of Birth: _____

Social Security No.: _____ Sex: _____ If Female, Maiden Name: _____

2. Type of Annuity: Indicate appropriate annuity and requested information.

Initial Premium: \$ _____

(a) _____ Flexible Premium Deferred _____ 6 Year _____ 8 Year

(e) _____ Park Free Plus Annuity

(b) _____ Six Year fixed rate annuity

(f) _____ Inherited IRA/Annuity

(c) _____ Park 2 Annuity (Must include ICC21-App Suppl - E-Park 2)

(g) _____ Other: _____

(d) _____ Single Premium Immediate Annuity; Amount: _____

_____ One Life; or _____ Joint and Survivor – Complete information requested in shaded block. Begin Date: _____

COMPLETE THIS BLOCK, ONLY IF PURCHASING A JOINT AND SURVIVOR IMMEDIATE ANNUITY. 2.(d)

Full Name of Proposed Co-Annuitant: _____

Date of Birth: _____ Place of Birth: _____ Age: _____

Social Security No.: _____ Sex: _____ If female, give maiden name: _____

Relationship to Proposed Annuitant: _____

(Note: On settlement or on immediate annuity, Monthly Benefit Period Certain of Ten Years and Life Thereafter is assumed unless otherwise specified.)

3. Beneficiary: (Show full name, social security number, and relationship to the Proposed Annuitant.)

(If more room is needed, add an additional sheet.)

Primary: _____

Contingent: _____

4. (a.) Does the applicant have existing Life Insurance or Annuity contracts with any company? Yes _____ No _____

(b.) Is the annuity applied for intended to replace or change any existing insurance or annuity? Yes _____ No _____

If Yes you must complete and submit a Replacement Form.

5. Will this Annuity be a tax qualified plan? Yes _____ No _____. If yes, show basis: ☐ IRA ☐ IRA Rollover or Transfer

Tax Year applied: _____

☐ SEP

☐ Other

☐ Roth

☐ Rollover or Transfer

6. Special Request: _____

Complete this Section if the Owner is other than the Annuitant

1. Owner:

Name _____ Date of Birth _____ SSN/TIN _____
Address _____ City _____ State _____ Zip _____
Relationship to Annuitant _____ Telephone # _____ Email _____
Owner's Signature _____ Date _____

2. Trust as Owner: Please submit a copy of the Trust agreement with this application.

Name of Trust Agreement _____
Trust Date _____ Trust Tax ID _____
Mailing Address _____ City _____ State _____ Zip _____
Settlor/Grantor _____

Name of Trustee	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

All Trustees must act together unless the following box is checked. ☐ Each Trustee is authorized to act independently.

Owner: The Proposed Annuitant shall be the owner, except, when the Applicant signing this application is an entity other than a person, the Applicant shall be the owner.

I hereby represent that the statements and answers included herein are full, complete and true, to the best of my knowledge and belief. I agree that this application shall be the basis for and a part of any contract issued. I understand that only an officer of the First Catholic Slovak Union, in writing, may: (1) make or modify contracts; or (2) waive any of its rights or requirements.

Signed At: _____ Date _____ 20 _____
(City and State)

Proposed Annuitant's Signature: _____
(Parent or Guardian, if applicant is under age 18.)

Proposed Co-Annuitant Signature: _____
Immediate Annuity – Joint and Survivor Only

INSURANCE FRAUD WARNING

Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Agent's Report

- Did you ask each question as set forth in the application? ☐ Yes ☐ No
- To the best of your knowledge, is insurance or annuity replacement involved in this transaction? ☐ Yes ☐ No
I have verified the Proposed Annuitant's identity by viewing the individual's photograph in a
- driver's license, passport, or other official document. ☐ Yes ☐ No

Agent/Recommender Signature: _____ FCSU Executive Secretary: _____

Print Name: _____

Address: _____

Agent #: _____ Florida Agent #: _____

First Catholic Slovak Union

RECEIPT

Received from: _____ the sum of: _____ in connection with an annuity application,

Bearing the same date as this receipt, for: _____, Proposed Annuitant. This receipt is not valid unless:
(1) the check, draft or money order tendered as payment is good and collectible; and (2) it is signed by the person receiving the payment.

Date: _____

Signature: _____

Please notify the Union within 30 days after the date of this Receipt, if you have not received: (1) the contract applied for; or (2) refund of the payment. Please be certain to include: (1) the amount paid; (2) the date of the payment; and (3) the name of the person to whom the payment was made. Make all remittances payable to: First Catholic Slovak Union, 6611 Rockside Road, Independence, OH 44131.

First Catholic Slovak Union of the USA & Canada
6611 Rockside Rd., Ste. 300, Independence, OH 44131-8013
(Herein called FCSU)

Annuity Suitability Questionnaire

Thank you for your interest in FCSU. This form must be completed and submitted with the application before we can offer you a policy. We would like to ensure that the product you are purchasing is suitable for you considering your financial status and investment objectives.

Owner Name(s): _____

Owner Age(s): _____

Product Name: _____

Premium Amount: _____

Financial Status:

Annual Income

____ \$0-\$24,999
____ \$25,000-\$49,999
____ \$50,000-\$99,999
____ \$100,000+

Net Worth

____ \$0-\$49,999
____ \$50,000-\$99,999
____ \$100,000-\$249,999
____ \$250,000-\$499,999
____ \$500,000-\$749,999
____ \$750,000-\$999,999
____ \$1,000,000+

Federal Tax Status

____ 10% ____ 35%
____ 15% ____ 38.6%
____ 27% ____ Other
____ 30% _____

Investment Objectives:

Your investment objectives in purchasing this product (check all that apply):

____ Income flow ____ Flexibility ____ Tax deferral ____ Growth followed by income ____ Growth, possible income
____ Pass on to beneficiaries ____ Other _____

With exception of any withdrawals (i.e. required minimum distributions, free withdrawals, interest withdrawals, and partial surrenders):

How do you expect to take money out of this product?

☐ Regular income stream ☐ Lump sum ☐ N/A

When do you expect to take money out of this product?

☐ Under 1 year ☐ Between 1 and 5 years ☐ Between 6 and 9 years

☐ 10 or more years ☐ N/A

Do you now own, or have you previously owned, the following financial products? (Check all that apply.)

☐ CDs ☐ Fixed Annuities ☐ Variable Annuities ☐ Stocks/Bonds/Mutual Funds

What is your source for this annuity's premium? (Check all that apply.)

☐ Annuity ☐ Life Insurance ☐ CDs ☐ Other Investments ☐ Other _____

____ **Client refused to provide some or all of the information on this questionnaire.**

Agent's Acknowledgement: The client has not provided complete suitability analysis information and has decided to purchase this annuity without my or the Society's recommendations.

Owner Signature(s): _____ Agent Signature: _____

Date: _____



First Catholic Slovak Union of the USA and Canada

(Herein called FCSU)

A Fraternal Benefit Society
6611 Rockside Road, Suite 300
Independence, OH 44131
216.642.9406

SECONDARY ADDRESSEE SUPPLEMENT
Supplement to 21-AA-FL

Florida Insurance applicants have the right to name a secondary addressee for the purpose of:

- (1) Notification of past due premium; or
- (2) Possible lapse in insurance coverage.

Secondary Addressee (Please Print):

Name:

Address:

☐ I choose not to name a secondary addressee

Applicant Signature:

Date:

Agent Signature:

Agent #:

**DEPARTMENT OF FINANCIAL SERVICES***Division of Agent & Agency Services - Bureau of Investigation***ANNUITY SUITABILITY QUESTIONNAIRE**

Owner: Last _____ First _____ Middle _____

Date of Birth _____ / _____ / _____ Age _____ Sex _____

Entity: _____

Tax Status _____ Relationship to Annuitant(s): _____

Form of Ownership: _____

Supporting documents (list): _____

Annual Income:	
Source of Income:	
Annual Household Income:	
Existing Assets	
Existing Liquid Net Worth:	
Do you currently own any annuities? Please list:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you currently own life insurance? Please list:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your income cover all your living expenses including medical?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you expect changes to your living expenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you anticipate changes in your out-of-pocket medical expenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your income sufficient to cover future changes in your living and/or out-of-pocket medical expenses during the surrender charge period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have an emergency fund for unexpected expenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Why are you purchasing this annuity? _____

What are your financial objectives for this purchase? (Check all that apply)

- ☐ Income ☐ Growth (long term) ☐ Safety of Principal and Income
☐ Safety of Principal and Growth ☐ Pass assets to a beneficiary or beneficiaries at death
☐ Other: _____

Owner's Signature _____**Date Signed** _____

Describe your risk tolerance: (Check all that apply)

☐ Conservative ☐ Moderately conservative ☐ Moderate ☐ Moderately aggressive

☐ Aggressive ☐ Other: _____

Comments: _____

Describe your investment experience by type and length of time: _____

What is the source of the funds for the purchase of the proposed annuity? _____

How many years from today will you need access to your funds without a penalty? _____

Will the proposed annuity replace any product? _____

☐ Yes ☐ No

If yes, will you pay a penalty or other charge to obtain these funds? _____

☐ Yes ☐ No

If yes, the amount of the charge or penalty _____

\$ _____

Additional Information:

Owner's Signature

Date Signed

Note: The following three sections to be completed by the agent, insurer, or Managing General Agent proposing purchase; each section requires a response; no section may be left blank or contain a response consisting of "None" or "N/A".

Advantages of purchasing the proposed annuity:

Disadvantages of purchasing the proposed annuity:

The basis for my recommendation to purchase the proposed annuity or to replace or exchange your existing annuity (ies):

Agent's Signature

Date Signed

Note: No questions or response areas are to be left blank when offered to the Owner for signature. If any information requested is unavailable, not applicable or unknown, the insurance agent or insurer must indicate that.

ACKNOWLEDGEMENTS AND SIGNATURES

I understand that should I decline to provide the requested information or should I provide inaccurate information, I am limiting the protection afforded me by the Florida Statutes regarding the suitability of this purchase.

- ☐ I **REFUSE** to provide this information at this time.
- ☐ I have chosen to provide **LIMITED** information at this time.
- ☐ My annuity purchase **IS NOT BASED** on the recommendation of this agent or the insurer.
- ☐ My annuity purchase **IS BASED** on the recommendation of this agent or the insurer.

APPLICANT:

DO NOT SIGN THIS FORM IF ANY ITEM HAS BEEN LEFT BLANK, BEFORE CAREFULLY REVIEWING THE INFORMATION RECORDED, OR IF ANY OF THE INFORMATION RECORDED IS NOT TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE.

THE OWNER MAY SUBSTITUTE THEIR INITIALS FOR SIGNATURES ON ALL FORM PAGES WITH THE EXCEPTION OF THE SIGNATURES BELOW, WHICH ARE REQUIRED.

Owner's Signature

Date Signed

EXPLANATION OF TERMS

“Age” is the natural person’s attained age on the day the form is completed.

“Tax Status” is the owner’s Federal Income Tax filing status such as “single” or “married filing jointly”; if “Exempt”, so state.

“Form of Ownership” is the type of entity, other than a natural person, including a corporation, trust, partnership, limited liability company, or other business or not-for-profit entity.

“Supporting documents” are the documents that provide a basis for the relationship between the Proposed Annuitant, and the Owner as it may exist.

“Annual income” is income received during a calendar year, whether earned or unearned.

“Source of annual income” is the income-generating source, such as pension income, dividends, or earned income etc.

“Annual household income” is the combined annual income received by all household members each calendar year.

“Existing Assets” are financial assets including life insurance and annuities.

“Existing Liquid Net Worth” is applicable to those net assets that can readily be converted into their cash equivalent, without loss of principal after all surrender charges or other deductions have been taken

“Financial Objectives” are the owner’s stated goals as described to the insurance agent or insurer, if no insurance agent is involved. These may include but are not limited to the following: (1) Income, (2) Growth (long term capital appreciation), (3) Safety of Principal and Income, (4) Safety of Principal and Growth, (5) To pass the investment to a beneficiary or beneficiaries at death.

“Risk Tolerance” means the degree of uncertainty that an investor can reasonably tolerate with regard to a negative change in his or her investments. Examples of risk tolerance levels may include the following: (1) Conservative (prefer little or no risk), (2) Moderately conservative (some risk, reduced safety of principal), (3) Moderate (average risk with potential losses and potentially higher returns), (4) Moderately aggressive (above average risk with potential losses, risk of principal and potentially higher returns), (5) Aggressive (willing to sustain losses or loss of principal in pursuit of higher returns).

“Source of the funds” to be used to purchase the proposed annuity means from where the funds will come to purchase the annuity, and may include but are not limited to; (1) An existing annuity or life insurance contract, (2) Liquid Assets, including but not limited to, cash in banks, maturing certificates of deposit, and money market accounts, (3) Personal Loans, (4) Equity Loans, (5) Mortgages, Reverse Mortgages, (6) Death Benefit Proceeds, (7) Funds received upon retirement from employment, including but not limited to, 401(k) accounts, pensions, and other tax-sheltered funds, (8) Equities, mutual funds, or bonds, (9) Proceeds from real estate transactions.

Owner’s Signature

Date Signed

**DEPARTMENT OF FINANCIAL SERVICES***Division of Agent & Agency Services - Bureau of Investigation***DISCLOSURE AND COMPARISON OF ANNUITY CONTRACTS****EXISTING ANNUITY CONTRACT**

Annuitant(s) _____
Insurer _____
Contract # _____

PROPOSED ANNUITY CONTRACT

Annuitant(s): _____
Insurer: _____
Application #: _____

	EXISTING ANNUITY CONTRACT	REPLACEMENT ANNUITY
Contract Issue Date	Mo Day Yr	Mo Day Yr (Est)
Generic Contract Type		
Marketing Name		
Initial Premium		
Source of Initial Premium		N/A
Qualified Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annuity Maturity Date		
Death Benefit Amount		
Change of Annuitant upon Death Available?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Surrender Charge Period in Years		
First Year Surrender Charge Percentage Rate	%	%
Surrender Charge Schedule for Remaining Years		
Free Withdrawals Available?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annual Free Withdrawal Percentage Rate	%	%
Potential tax penalty for surrender/sale/exchange/annuitization (Describe)		
Investment/Insurance components (Describe)		
Waiver of Surrender Charge Benefit or Similar Benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Riders, Features/Cost (Describe)		
Loss of Benefits or Enhancements if existing contract exchanged? (Describe)		

	EXISTING ANNUITY CONTRACT	REPLACEMENT ANNUITY
Living Benefits (Describe)		
Minimum Guaranteed Interest Rate	%	%
Limitations on interest returns (Describe)		
Interest Rate Cap / Term	/	/
Participation Rate / Term	/	/
Indexing Method / Term	/	/
Other Fees (Describe)		
Initial Bonus Percentage or Amount		
Potential Loss of Bonus if Exchanged?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Limits and Exclusions for Bonuses that may be payable (Describe)		

Comments and continuation from above:

Owner's Signature

Date Signed

**DISCLOSURE OF SURRENDER CHARGES IF
EXISTING ANNUITY IS REPLACED OR EXCHANGED**

EXISTING ANNUITY CONTRACT NO. _____

Annuity Total Value \$ _____ Annuity Surrender Value \$ _____

Surrender Charges Applicable at exchange \$ _____ ~ this is the estimated amount that will be deducted from the existing annuity's total value if surrendered, replaced, or exchanged, with an anticipated surrender date of ____/____/____.

Have you surrendered or exchanged an annuity contract in the last 36 months? If yes, provide details: ☐ Yes ☐ No

ACKNOWLEDGEMENTS AND SIGNATURES

I acknowledge that I have provided the Applicant with a completed and signed copy of this form.

Agent's Name (please print)

Florida License No.

Agent's Signature

Date Signed

NOTE: NO QUESTIONS OR RESPONSE AREAS ARE TO BE LEFT BLANK WHEN OFFERED TO THE ANNUITANT AND/OR APPLICANT FOR SIGNATURE. IF ANY INFORMATION REQUESTED IS UNAVAILABLE, NOT APPLICABLE OR UNKNOWN, THE INSURANCE AGENT OR INSURER MUST INDICATE THAT.

THE OWNER MAY SUBSTITUTE THEIR INITIALS FOR SIGNATURES ON ALL FORM PAGES WITH THE EXCEPTION OF THE SIGNATURES BELOW, WHICH ARE REQUIRED.

APPLICANT: DO NOT SIGN THIS FORM IF:

- 1. ANY ITEM HAS BEEN LEFT BLANK;**
- 2. WITHOUT CAREFULLY REVIEWING THE INFORMATION RECORDED; OR**
- 3. IF ANY OF THE INFORMATION RECORDED IS NOT TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE.**

Owner's Name (please print)

Owner's Signature

Date Signed

EXPLANATION OF TERMS

“Generic Contract Type” is the generic name of the annuity contract form as approved by the Florida Office of Insurance Regulation. Examples of generic annuity contract names are Flexible Premium Equity Indexed Annuity (FPEIDA), Single Premium Immediate Annuity (SPIA), Flexible Premium Variable Deferred Annuity (FPVDA), and Single Premium Deferred Annuity (SPDA).

“Marketing Name” is the name adopted by the insurer to identify the contract form.

“Qualified Contract” means a product used to fund any type of pension plan approved by the Internal Revenue Service.

“Annuity Maturity Date” is the final date of termination of the contract at which time the proceeds of the contract must be paid out.

“Surrender Charge” is the amount deducted from annuity contract values upon surrender of an annuity, or for withdrawals exceeding any free withdrawal provision of the contract, regardless how this charge is titled in the policy, e.g., deferred sales charge.

“Surrender Charge Period” is the number of annuity contract years a surrender charge may be applicable.

“Initial Surrender Charge Percentage Rate” is the original percentage rate that is deducted from annuity values at the inception of the existing annuity contract, or that will be deducted from the recommended replacement contract at its inception if purchased.

“Surrender Charge Percentage Schedule for Remaining Years” the percentage rate that would be deducted from the existing annuity contract if surrendered, or for any withdrawals exceeding the “free withdrawal” limit.

“Minimum Guaranteed Interest Rate” is the minimum interest rate payable under the annuity contract as guaranteed by the insurer in the annuity contract.

“Initial Bonus Percentage or Amount” is a bonus paid by the insurer, generally, at inception of the annuity contract, and may be expressed as a percentage of the initial premium or other amount, or a dollar amount, and must be stated in the annuity contract.

“Potential Loss of Bonus if Exchanged” refers to whether any bonus would be lost if the annuity contract was exchanged or terminated for any reason.

“Interest Rate Cap” this is the maximum rate of interest the annuity will earn.

Owner’s Signature

Date Signed

EXPLANATION OF TERMS

(CONTINUED)

“Participation Rate” the participation rate decides how much of the increase in the index will be used to calculate index –linked interest.

“Indexing Method” means the approach used to measure the amount of change, if any, in the index and includes annual reset (ratcheting), high-water mark and point-to-point. The index term is the period over which index-linked interest is calculated. “Market Value Adjustment” is the increase or decrease in the surrender value of the contract that is adjusted to reflect market fluctuations.

“Administrative Fees or Margins” are charges that amount to the difference between the percentage gain in the index and the actual amount credited to the annuity contract.

“Asset Fees” are the fees the insurer charges that are a percentage of the value of the annuity contract.

“Death Benefit Amount” is the net amount that would be paid to the annuitant’s designated beneficiary or beneficiaries of an existing annuity, or the death benefit that the proposed replacement policy would pay as of the contract issue date.

“Free Withdrawals” are the withdrawals that may be taken from an annuity’s values that are not subject to surrender or other charges and are a provision of the annuity contract.

“Annual Free Withdrawal Percentage Rate” is the percentage of available funds that may be withdrawn from an annuity contract, generally on an annual basis and is stated in the annuity contract.

“Change of Annuitant upon Death” is a provision that allows another person to become the annuitant upon the death of the original annuitant allowing the contract to remain in force.

“Waiver of Surrender Charge Benefit or Similar Benefit or Provision” is a benefit that is built into individual annuity contracts or added by rider, endorsement or amendment. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified in the contract.

Owner’s Signature

Date Signed

First Catholic Slovak Union of the USA & Canada

A Fraternal Benefit Association

[Independence, Ohio 44131]

Addendum to Annuity Application

Proposed Owner:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Telephone #: _____

Date of Birth: _____

Social Security #: _____

Sex: _____

Signed at _____ this _____ day of _____, 20____

Signature of Proposed Insured
(Parent or Guardian)

Signature of Owner

Coverdell Education Savings Custodial Account**(Under section 530 of the Internal Revenue Code)****Do not file
with the Internal
Revenue Service**

Name of depositor

Check if amendment ☐

Name of designated beneficiary

Address of designated beneficiary

Date of birth of designated beneficiary

Name of responsible individual (generally the parent or guardian of the designated beneficiary)

Address of responsible individual

Name of custodian

Address or principal place of business of custodian

The depositor named above is establishing a Coverdell education savings account under section 530 for the benefit of the designated beneficiary 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 assigned the custodial account _____ dollars (\$ _____) in cash.

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 above-listed amount 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 below, 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.

☐ **Option** (This provision is effective only if checked): The responsible individual shall continue to serve as the responsible individual for the custodial account after the designated beneficiary attains the age of majority under state law and until such time as all assets have been distributed from the custodial account and the custodial account terminates. If the responsible individual becomes incapacitated or dies after the designated beneficiary reaches the age of majority under state law, the responsible individual shall be the designated beneficiary.

Article VI

The responsible individual ☐ may or ☐ **may not** change the beneficiary designated under this agreement to another member of the designated beneficiary's family described in section 529(e)(2) in accordance with the custodian's procedures.

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 below.

Article X

Article X may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code.

Depositor's signature	Date
Custodian's signature	Date
Witness' signature	Date

(Use only if signature of the depositor or the custodian is required to be witnessed.)

General Instructions

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

What's New

Military death gratuity. Families of soldiers who receive military death benefits may contribute, subject to certain limitations, up to 100 percent of such benefits into an educational savings account. Publication 970, Tax Benefits for Education, explains the rules for rolling over the military death gratuity and lists eligible family members.

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" on the

return for which is filed to report the depositor's information. 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.