ABLEnow®

Program Description

November 1, 2026

National ABLE program sponsored by the Commonwealth of Virginia

ABLEnow®

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Attachments:

Participation Agreement
Fifth Third Terms and Conditions

1. Summary of Features

This summary is intended only to highlight some key features and not to provide full disclosure of the material terms and conditions of ABLEnow® (the "Program").

Program Feature	Brief Description	Begins on

Who's Eligible	• An individual who is
	  ◦ Entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act
	  or
	  ◦ makes a disability certification meeting specified requirements
	• In all cases, the blindness or disability must have occurred before the date on which the individual attained age 46 (effective January 1, 2026).
		Page 12

Easy Enrollment	• Enroll online • Need help? Visit **ABLEnow.com** for resources or contact Customer Service at 1-844-NOW-ABLE (1-844-669-2253) or **customerservice@ABLEnow.com**.	Page 15
Save for Qualified Disability Expenses	• Opportunity to save up to $20,000 per year and ($675,000 overall) on a tax-free basis for a wide range of Qualified Disability Expenses. • Qualified Disability Expenses include any expenses incurred at a time when the Account Owner is an Eligible Individual that relate to the blindness or disability of the Account Owner, and are for the benefit of the Account Owner in maintaining or improving his or her health, independence, or quality of life.	Page 15
Preserving eligibility for federal means-tested benefits	• ABLEnow provides Eligible Individuals with the opportunity to save while preserving eligibility for federal means-tested benefits. • Balances are disregarded for purposes of determining eligibility to receive benefits under Medicaid. • Balances of up to $100,000 will be disregarded for purposes of determining eligibility to receive benefits under the Supplemental Security Income program.	Page 20
Preserving eligibility for Virginia means-tested benefits	• Balances from ABLEnow are disregarded for purposes of determining eligibility to receive benefits provided by the Commonwealth of Virginia.	Page 22
Federal Tax Benefits	• Earnings grow tax-deferred from federal income tax. • No federal income tax on earnings for Qualified Withdrawals or rollovers. Non-Qualified Withdrawals subject to taxation. • For federal gift and estate tax purposes, contributions are generally considered completed gifts to the Account Owner. • Contributions are not deductible for federal income tax purposes, but a Saver's Credit is available for Account Owners that qualify. See "Saver's Credit" below for more information.	Page 25

Program Feature	Brief Description	Begins on
Virginia Tax Benefits	• Earnings grow tax-deferred from Virginia income tax. • No Virginia income tax on earnings for Qualified Withdrawals or rollovers. • A Virginia individual income tax deduction of up to $2,000 per account per contributor, with unlimited carryovers to the extent of the contributions. • Contributors age 70 and older may deduct the full amount contributed. • For residents of states other than Virginia: your state of residence may provide state income tax benefits not available to you through ABLEnow.	Page 30
Account Ownership	• Only an Eligible Individual may be an Account Owner. • Must have a Social Security or taxpayer identification number and a U.S. (including a U.S. territory or military base) permanent residential street address. • No joint Account ownership, but joint Account management is allowed for certain Authorized Individuals. • An Eligible Individual can only have one ABLE account nationwide. • May be transferred to another Eligible Individual who is a Sibling during the life of the Account Owner. • Account Owner may name a Successor Account Owner during the Account Owner's lifetime that will take effect upon the death of the Account Owner. The Successor Account Owner must be an Eligible Individual and a Sibling of the Account Owner. • Account Owner may name a Successor Account Owner during the Account Owner's lifetime that will take effect upon the death of the Account Owner. Unless the Successor Account Owner is an Eligible Individual and a Sibling of the Account Owner, the change will be deemed a Non-Qualified Withdrawal subject to taxation, and the Non-Qualified Withdrawal may have an adverse effect on means testing for federal or state benefits. • A Successor Account Owner who is not an Eligible Individual will not be able to transact business in the Account and the Account is subject to closure. The balance of an Account upon the Account Owner's death is subject to reductions in the balance as mandated by Applicable Law.	Page 12

Program Feature	Brief Description	Begins on
Authorized Individual	• If the Account Owner (whether a minor or adult) is unable to establish his or her own account or chooses to establish an account but not exercise signature authority, an account may be established in the following order of priority by the Account Owner's: ◦ agent under a power of attorney, or if none, a ◦ conservator or legal guardian (of the person AND/OR property of the Eligible Individual), ◦ spouse, ◦ parent, ◦ sibling, ◦ grandparent, or ◦ a representative payee appointed for the Account Owner by the Social Security Administration (SSA). • See "**Important Terms - Authorized Individual**"	Page 7
Contributions	• Contributions from all sources can be made into the account up to $20,000 per year. • Contributions will no longer be accepted when the Maximum Account Balance is equal to or greater than $675,000. • Contributions may be made by anyone; however, the Account Owner retains ownership of the account and its assets. • Contributions can be made online via electronic funds transfer from external bank accounts or a checking or savings account that is linked to the account, via the ABLEnow Consumer Portal or via U.S. Mail by check by mailing it to ABLEnow Customer Service, PO Box 219273, Kansas City, MO 64121. • There is a $5 minimum initial contribution to open an account. The subsequent contribution minimum is $1. • Contributions made via check should be accompanied by a completed Additional Contribution form or payment coupon. • Certain eligible Account Owners may be permitted to make contributions to an account in excess of the $20,000 limit. See **"Important Terms - Expanded Annual Contribution Limit"**	Page 15
Account Structure	• The Account Owner or Authorized Individual may opt to invest contributions into one or more of the following Investment Options: ◦ Aggressive Growth ◦ Moderate Growth ◦ Conservative Income ◦ FDIC Insured Savings Account ◦ Checking Account • The initial contribution is $5 and any subsequent contributions must be $1 or more. There is no minimum to make an exchange. • Funds can be moved from one Investment Option to another no more than two (2) times per calendar year.	Page 15

Program Feature	Brief Description	Begins on
FDIC-insurance	• The Checking Accounts and FDIC Insured Savings Accounts will be insured by the Federal Deposit Insurance Corporation (FDIC), up to the maximum amount permitted under FDIC guidelines for the interest of each Account Owner.	Page 11
Performance	• The Bank shall determine the Annual Percentage Yield for the Checking Account. • Performance information for the Investment Options will be posted on the Program's website at **ABLEnow.com/save/investment-options**. Neither short-term performance nor past performance is necessarily indicative of future results.	Page 35
ABLEnow Fees	• Fees associated with an account are described in detail in the ABLEnow Account Fee Schedule and ABLEnow Program Asset Based Fees chart.	Page 36
Withdrawals	• Assets in the account can be used to pay for the Account Owner's Qualified Disability Expenses. • The earnings portion of withdrawals not used for Qualified Disability Expenses (Non-Qualified Withdrawals) are subject to federal income taxes, may be subject to the **Federal Penalty Tax** unless an exception applies, and may be subject to state or local taxes. • Non-Qualified Withdrawals may also not be exempt from means testing for federal or state benefits.	Page 17
Rollovers	• Rollovers from another state's ABLE program to ABLEnow or from ABLEnow to another state's ABLE program may be made only once every rolling twelve (12) months for the same Account Owner. • A rollover to another Account Owner who is an Eligible Individual and a Sibling of the current Account Owner can take place at any time without federal income tax consequences.	Page 17
Rollovers from Section 529 Education Savings Plan to ABLE Programs	• Amounts in a qualified tuition program established under Section 529 of the Internal Revenue Code (IRC) (a "529 Education Savings Plan") may be rolled over to an ABLE account of the 529 Education Savings Plan's beneficiary or a "member of the family" of the 529 Education Savings Plan's beneficiary. Such rollover amounts would count toward the Annual Contribution Limit. The amount that may be rolled over may not exceed the Annual Contribution Limit. For 2026, this amount is $20,000. • Please consult with your tax advisor for more information. Please see the offering document for the 529 Education Savings Plan account for information regarding the tax consequences of rollovers out of the 529 Education Savings Plan. For example, the definition of Member of the Family for a 529 Education Savings Plan is broader than the definition for an ABLE account.	Page 28

Program Feature	Brief Description	Begins on
Rollovers from Trump Accounts	• During the calendar year that the beneficiary of a Trump Account attains age 17, the Trump Account's entire account balance may be directly rolled over into an ABLE account. • The beneficiary of the Trump Account must be the ABLE Account Owner. • The rollover will not count towards the individual's income and will not count towards the Annual Contribution Limit nor the Maximum Account Balance Limit.	Page 23
Risk Factors	• Opening an account involves certain key risks that you should consider, including: ◦ The risk that the value of your investments may decrease, you could lose money, including the principal you invest; ◦ The risk of state or federal tax law changes or changes to IRS interpretative guidance; ◦ Changes to the laws governing your government benefits and interpretative guidance from federal agencies administering those benefits (e.g., SSA); ◦ The risk of Program changes, including changes in fees; and ◦ The risk of certain balances in, and certain withdrawals from, your account may adversely affect your eligibility for federal benefits.	Page 22
No Guarantees	• There are no guarantees that contributions and the investment earnings, if any, will be adequate to cover future Qualified Disability Expenses. • The balances in the Checking Account or FDIC Insured Savings Account are only insured to the extent allowed by the FDIC. • Investments made through the ABLEnow Investment Account are not insured by the FDIC (aside from the Checking Account and FDIC Insured Savings Account) or any other federal or state entity, the Commonwealth of Virginia, the Administrator, the Recordkeeper or their respective boards, officials/employees, political subdivisions, instrumentalities, subcontractors or affiliates. • The value of your Investment Options could be more or less than the amount you originally invest. In short, you could lose money.	Page 11

2. Important Terms

Below are some of the important terms used in this Program Description and their definitions. Other important terms are defined throughout this document.

Term	Meaning
Administrator	means Commonwealth Savers Plan (formerly Virginia College Savings Plan).
Account	means an ABLEnow Savings Trust Account established for the benefit of the Account Owner for the purpose of paying Qualified Disability Expenses.
Account Owner	means the Eligible Individual who is both the owner and designated beneficiary of the ABLEnow Account for whose benefit all contributions to the Account are made.
ACH	Automated Clearing House.
Annual Contribution Limit	means the limit on annual contributions to the account as mandated by Section 529A of the Internal Revenue Code. The Annual Contribution Limit is currently $20,000 per account from all sources. This amount is the "Basic Annual Contribution Limit."
Annual Account Maintenance Fee	Each Account is charged an annual maintenance fee of $51.00 that is assessed and withdrawn from the Account in the amount of $12.75 quarterly. If E-Delivery is established, the Annual Account Maintenance fee is reduced to $34 and assessed and withdrawn from the Account in the amount of $8.50 quarterly. The Annual Account Maintenance Fee will be taken proportionally from each Investment Option in the Account based on the available balance in the Investment Option. In the event the Account balance in a given quarter is less than the quarterly amount assessed of the Annual Account Maintenance Fee, the available balance of the Account will be reduced to zero. This fee will be charged after an Account has been opened for at least 90 days. The Program may reduce or waive this fee at its discretion.
Annual Asset-Based Fee	Each Asset Allocation Option is subject to an Annual Asset-Based Fee that includes the Underlying Investment fee and the program management fee but does not include the Annual Account Maintenance Fee or the monthly service charge associated with the Checking Account. The Annual Asset-Based Fee is expressed as an annual percentage of the average daily net assets of each Asset Allocation Option.
Applicable Law	The Program, Account, and this Program Description are subject to United States law and regulation including, but not limited to, the requirements of: Section 529A of the IRC, the ABLE Act, the final ABLE Regulations and any regulations adopted relating to 529A or the ABLE Act, the IRC, the United States Internal Revenue Service, the Enabling Legislation and any related regulations, and including a reference to any amendments to any of these laws or regulations and any successor provisions.
Ascensus	Ascensus is used to refer collectively or individually, as the case requires, to Ascensus College Savings Recordkeeping Services, LLC and the Program Recordkeeper.
Asset Allocation Options	Investment Options in the Program that include the Aggressive Growth, the Moderately Growth, the Conservative Income, and the FDIC Insured Savings Account, but do not include the Checking Account.

Term	Meaning
Authorized Individual	If an Account Owner (whether a minor or adult) is unable to establish his or her own Account or chooses to establish an account but not exercise signature authority, an Account may be established in the following order of priority by the Account Owner's: • agent under a power of attorney, or if none, a • conservator or legal guardian (of the person AND/OR property of the Eligible Individual), • spouse, • parent, • sibling, • grandparent, or • a representative payee appointed for the Account Owner by the Social Security Administration (SSA). A non-Account Owner from the list above with signature authority over an Account is known as an Authorized Individual. A non-Account Owner who wishes to establish an Account as an Authorized Individual will be required to certify under penalties of perjury the basis for the person's authority to establish the Account, and that there is no other person with a higher priority who is willing and able to serve. A person selected by the Account Owner on the list above has the highest priority. If an Account Owner cannot establish an Account the order of priority runs from the highest person on the list (agent under a power of attorney) to the lowest person on the list (a representative payee appointed for the Account Owner by the SSA). Generally, the Account Owner will have signature authority over his or her ABLEnow Account. However, if an Authorized Individual establishes an Account that person will have signature authority over the Account. Signature authority means the Authorized Individual will have the right to transact business in the Account in accordance with the terms of Applicable Laws and Program rules and policies without the consent or further authorization of the Account Owner. At any time, an Account Owner with Legal Capacity may remove and replace an Authorized Individual. The replacement may be the Account Owner or a new Authorized Individual selected by the Account Owner. Under the Tax Regulations, the Authorized Individual may neither have nor acquire any beneficial interest in the Account during the Account Owner's lifetime and must administer the Account for the benefit of the Account Owner. The Authorized Individual certifies that he/she knows of no reason that would preclude the Authorized Individual from managing the Account. If an Account Owner legally divorces a spouse serving as Authorized Individual, the spouse shall continue as an Authorized Individual and the Recordkeeper and Commonwealth Savers Plan or any of their respective affiliates shall not be responsible for any action taken at the spouse's direction as Authorized Individual until Commonwealth Savers Plan has received written notice of the divorce addressed to Commonwealth Savers Plan and delivered to Attn: Legal Department 9001 Arboretum Parkway, North Chesterfield, VA 23236. Such notification of divorce shall not affect any liability in any way resulting from transactions initiated by the spouse serving as Authorized Individual prior to the Commonwealth Savers Plan or Recordkeeper acting on such notification of divorce within a reasonable amount of time. More than one Authorized Individual may establish and/or maintain an Account, as long as both Authorized Individuals are at the same Authorized Individual priority level. If multiple Authorized Individuals are named to an Account, it is the responsibility of the Authorized Individuals to manage the Account in accordance with any legal documentation such as guardianship or conservatorship documents or powers of

Term	Meaning
Authorized Individual *continued*	attorney, that require the Authorized Individuals act together. The Program may act upon the instruction of any Authorized Individual. When legal documentation requires Authorized Individuals to act together, it is the duty of the Authorized Individuals to reach agreement before either takes any action in managing and transacting on the Account. The Program may require the submission of a separate release form or other documentation when an Account has multiple Authorized Individuals. Failure to submit the release form or other documentation will require written instructions from all Authorized Individual for all withdrawal requests and the Account will not be able to invest in the Checking Account. Whenever an action is required to be taken in connection with an Account, an Authorized Individual must take such action on behalf of the Account Owner. None of the Program Administrators will assume responsibility to ensure, or will incur any liability for failing to ensure, that any Authorized Individual (I) acts within the scope of his or her authority, or (ii) applies assets held on behalf of an Account Owner for proper purposes. Must have a Social Security or taxpayer identification number and a U.S. (including a U.S. territory or military base) permanent residential street address. An Account Owner or Authorized Individual may name a Successor Authorized Individual to serve as the replacement Authorized Individual in the event of the removal, resignation, death, or incapacity of the serving Authorized Individual.
Consumer Portal	The secure online account system used for management of an ABLEnow Account.
Card or ABLEnow Card	The plastic, notched debit card issued by the Bank for use in conjunction with a money dispensing machine, banking terminal, electronic funds transfer device, internet access product, or any debit program at the Bank.
Control Person	The individual with significant responsibility to control, manage, or direct the Entity. A Control Person includes, but is not limited to, the: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer, Executive Director/Director of a government agency, or any other individual who regularly performs similar functions. The Control Person must have the authority to make binding commitments on behalf of the Entity.
Designated Survivor	The individual named by the Account Owner or Authorized Individual during his or her lifetime to take ownership of the Account upon the Account Owner's death. The balance of an Account upon the Account Owner's death is subject to reductions in the balance as mandated by Applicable Law. A Designated Survivor who is not an Eligible Individual will not be able to transact business in the Account and the Account is subject to closure. A Designated Survivor must be at least eighteen (18) years of age, have a Social Security or taxpayer identification number and a U.S. (including a U.S. territory or military base) permanent residential street address.
Electronic Delivery or E-Delivery	If Electronic Delivery or E-Delivery is established for the Account, the Account Owner or Authorized Individual is notified via email when quarterly and year-end Account statements, Account transactions and profile confirmations, the Program Description and any Supplements, and Account tax forms are available online for viewing, downloading and/or printing. If E-delivery is established for an Account, the Annual Account Maintenance Fee is reduced. E-Delivery is established at the Program website.
Electronic Funds Transfer or EFT	A service in which an Account Owner authorizes the Program to electronically transfer money from a bank or other financial institution to an Account in the Program.

Term	Meaning
Eligible Individual	means for a taxable year that during that year the individual (1) is entitled to benefits based on blindness or disability under Title II (SSDI) or XVI (SSI) of the Social Security Act, or (2) makes a disability certification under penalties of perjury to ABLEnow that meets the Program's requirements. In all cases, the blindness or disability must have occurred before the date on which the individual attained the age 46 (effective January 1, 2026).
Enabling Legislation	means Chapter 7 of the Title 23.1 of the Code of Virginia, as amended.
Enrollment Form	The online or paper form that is completed and signed by the Account Owner or Authorized Individual to open the Account and acknowledge acceptance of the terms and conditions of the Program as set forth in the Enrollment Form and this Program Description.
Entity	means a company or organization, either for-profit or not-for-profit, or a government agency that is designated to act as an Authorized Individual for one or more Eligible Individuals. An Entity may open and manage an Account as an Authorized Individual.
Entity Management Dashboard	Provides the online registration process where authorized personnel of an Entity open and manage and/or view multiple Accounts on one online dashboard. The Entity may use the Entity Management Dashboard if the Entity serves as Authorized Individual for an Account Owner(s). It is also used to maintain Entity information and authorized personnel designations and access.

Term	Meaning
Expanded Annual Contribution Limit for Certain Eligible Account Owners ("Expanded ACL")	*Eligibility*. Certain eligible ABLEnow Account Owners are permitted to make contributions to an Account in excess of the Annual Contribution Limit up to a specified amount (the "Expanded ACL"). In order to be eligible under 529A to make additional contributions up to the Expanded ACL, an Account Owner must be an employee (including an "employee" within the meaning of IRC section 401(c) which includes a definition of self- employed individual) with respect to whom: (I) no contribution is made for the taxable year to a defined contribution plan (within the meaning of section 414(i)) with respect to which the requirements of section 401(a) or 403(a) are met, (ii) no contribution is made for the taxable year to an annuity contract described in section 403(b), and (iii) no contribution is made for the taxable year to an eligible deferred compensation plan described in section 457(b). *Calculating Your Permitted Expanded ACL*. Under the Expanded ACL, for contributions made on or after January 1, 2018, an eligible Account Owner may annually contribute an additional amount to an account up to the lesser of (1) the Account Owner's compensation (as defined by section 219(f)(1)) includible in the Account Owner's gross income for the taxable year, or (2) an amount equal to the Federal Poverty Level for a one-person household as determined for the preceding taxable year. The Federal Poverty Level for the contiguous 48 states and the District of Columbia for 2025 was $15,650. If you are a resident of either Hawaii or Alaska, please contact Customer Service at 1-844-NOW-ABLE (1-844-669-2253) or **customerservice@ABLEnow.com** for assistance in determining the Federal Poverty Level in these two states. Traditionally, the level increases from year to year. *Excess Contributions*. Subject to there being sufficient funds in your account to do so, amounts contributed above the Expanded ACL will be returned to you if you notify the Program in writing no later than March 1 of the calendar year after the year you made the contribution. If you fail to timely notify the Program of the Excess Contribution you may be subject to a six-percent (6%) excise tax on the amount of Excess Contributions. An Account Owner (or an Authorized Individual) is solely responsible under federal regulations for notifying the Program about Excess Contributions and for maintaining adequate records to ensure that the Account Owner is (1) eligible to make additional contributions under the Expanded ACL, and (2) that the additional contributions do not exceed the Expanded Contribution Limit. For more information please consult with your tax advisor and see "**Expanded Annual Contribution Limit for Certain Eligible Account Owners**" below.
FDIC	Federal Deposit Insurance Corporation
Federal Penalty Tax	An additional 10% federal tax imposed on the earnings portion of certain Non-Qualified Withdrawals.
Federal Poverty Level	The U.S. Department of Health and Human Services Poverty Guidelines amount.
Fifth Third Bank or Bank	Fifth Third Bancorp and its affiliates.

Term	Meaning
Funds	mean the fund(s) serving as the Underlying Investments for the Investment Portfolios: • Vanguard Group Total Stock Market Index Fund (VSMPX) • Vanguard Group Total Bond Market Index Fund (VBMPX) • Vanguard Group Total International Stock Index Fund (VTPSX) • Vanguard Group Total International Bond Index Fund (VTIFX) • Atlantic Union Bank Omnibus Savings Account
Interested Party	An individual granted permission by the Account Owner or Authorized Individual to receive duplicate statements and to access information about the Account. The Account Owner or Authorized Individual may add, remove or change an Interested Party at any time.
Investment Option	means the five (5) investment choices you have within ABLEnow. The Investment Options are the Aggressive Growth, the Moderate Growth, the Conservative Income, the FDIC Insured Savings Account, and the Checking Account. Each Investment Option invests assets in Underlying Investments. See the "**Investment Options**" section for more information. You can choose (i) to invest your contributions in one Investment Option, or (ii) to invest your contributions in multiple Investment Options.
IRC	means the Internal Revenue Code of 1986, as amended.
IRS	means the United States Internal Revenue Service.
Legal Capacity	determined by applicable state laws.
Maximum Account Balance Limit	means the limit on total contributions to a Qualified ABLE Program as mandated by Section 529A of the Internal Revenue Code. The Program's Maximum Account Balance Limit is currently $675,000. No additional contributions may be made for the benefit of an Account Owner when the fair market value of his or her account is equal to or greater than $675,000. If, however, the market value of the account falls below the Maximum Account Balance Limit, additional contributions may be made.
Non-Qualified Withdrawal	means a withdrawal from an account that is not used for Qualified Disability Expenses or is not a rollover.
Participation Agreement	An agreement between the Account Owner and the Administrator, which is part of and attached to this Program Description, which governs the Account Owner's use of the Program and is enforceable by the Administrator, including any Supplements thereto. The information in the Program Description together with the completed Enrollment Form is part of the Participation Agreement.
Program Administrators	means Commonwealth Savers Plan, the Commonwealth of Virginia, all agencies, instrumentalities and funds of the Commonwealth of Virginia, Recordkeeper, the Investment Managers, and their respective affiliates, officials, officers, directors, employees and representatives, successors and assigns.
Qualified Disability Expenses	means any expenses that (1) are incurred at a time when the Account Owner is an Eligible Individual, (2) relate to the blindness or disability of the Account Owner, and (3) are for the benefit of the Account Owner in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses related to the Account Owner's education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time by the IRS.

Term	Meaning
Qualified Withdrawal	means any withdrawal used to pay for Qualified Disability Expenses.
Recordkeeper	means Ascensus College Savings Recordkeeping Services, LLC
Rollover	A Rollover can occur in the following situations: (1) **Indirect Rollover** (referred to as a "rollover" in the Tax Regulations): when either (a) the entire balance of an ABLE account is withdrawn from an ABLE account and subsequently contributed, in whole or in part within 60 days, to a new ABLE account for the same Eligible Individual; or (b) when part, or all, of the balance of an ABLE account is withdrawn and subsequently contributed, within 60 days, into an ABLE account for the Eligible Individual's Sibling. Indirect Rollovers to and from the same Eligible Individual can only take place once in any 12-month period. (2) **Direct Rollover** (referred to as a "program-to-program transfer" in the Tax Regulations): when the entire balance of an ABLE account is transferred directly from one ABLE account into a new ABLE account for the same Eligible Individual, after which the preexisting ABLE account must be closed upon completion of the transfer; or when part, or all, of the balance of an ABLE account is transferred directly into an ABLE account for the Eligible Individual's Sibling. (3) **Section 529 Education Savings Plan Rollover:** when assets are withdrawn from a Section 529 Education Savings Plan and contributed, within 60 days, into the Account Owner's Account. This could be a Direct Rollover or an Indirect Rollover. In this case, the beneficiary of the Section 529 Education Savings Plan must be the Account Owner or a "member of the family" (as defined in Section 529) of the Account Owner. (4) **Trump Account Rollover:** During the calendar year that the beneficiary of a Trump Account attains age 17, the Trump Account's entire account balance may be directly rolled over into an ABLE account. The beneficiary of the Trump Account must be the ABLE Account Owner. The rollover will not count towards the individual's income and will not count towards the Annual Contribution Limit nor the Maximum Account Balance Limit.
Section 529 Education Savings Plan	A qualified tuition program established under and operated in accordance with Section 529.
Shares	means your unit of ownership interest in each ABLEnow Investment Option.
Sibling	For purposes of the Program, a sibling of the Eligible Individual includes siblings by blood or adoption, including a brother, sister, stepbrother, stepsister, half-brother, and half-sister. Also referred to as Member of the Family as defined in Section 529A of the IRC.
SSA	Social Security Administration
Successor Account Owner	The Eligible Individual who also must be a Sibling named by the Account Owner or Authorized Individual during the Account Owner's lifetime, who will to take ownership of the Account upon the Account Owner's death. The balance of an Account upon the Account Owner's death is subject to reductions in the balance as mandated by Applicable Law. A Successor Account Owner who is not an Eligible Individual and a Sibling of the Account Owner will not be able to transact business in the Account and the Account is subject to closure. A Successor Account Owner must be at least eighteen (18) years of age, have a Social Security or taxpayer identification number and a U.S. (including a U.S. territory or military base) permanent residential street address.

Term	Meaning
Successor Authorized Individual	The person or Entity designated by the Account Owner or, in the absence of a designation by the Account Owner, by the Authorized Individual, to serve as the replacement Authorized Individual in the event of the removal, resignation, death, or incapacity of the serving Authorized Individual.
Systematic Exchange Program	An optional feature which allows for the scheduled, automatic reallocation of assets in the Account from an Investment Option to one or more other Investment Options.
Tax Regulations	means the guidance provided by the U.S. Department of the Treasury and the Internal Revenue Service ("IRS") under IRC Section 529A from time to time, including IRS Notice 2015-18 dated March 23, 2015; IRS Notice 2015-81 dated November 20, 2015; IRS Notice 2018-62 dated August 20, 2018; and final regulations for qualified ABLE programs dated November 19, 2020.
Trump Account	In accordance with Code section 530A, a custodial-style individual retirement account for eligible children under 18. Visit irs.gov for additional information on Trump Accounts.
Underlying Investment	means the mutual funds, bank products and any other investments, that assets of the Program are invested through the Investment Options.

3. Overview

Qualified ABLE Program – The ABLEnow Program ("**ABLEnow**" or the "**Program**") is intended to operate as a qualified ABLE program, pursuant to Internal Revenue Code ("**IRC**") Section 529A, which was adopted as part of The Stephen Beck, Jr., Achieving a Better Life Experience Act of 2014, as amended (the "ABLE Act"). The ABLE Act is designed to permit states and state instrumentalities to establish and maintain programs that allow Eligible Individuals to save for Qualified Disability Expenses on a tax-advantaged basis without jeopardizing eligibility for federal means-tested benefits, such as Supplemental Security Income and Medicaid. See "Meanings of Important Terms" for definitions of "Eligible Individuals" and "Qualified Disability Expenses"; and the "Supplemental Security Income" and "Medicaid" section below for information about how your Program participation may affect Supplemental Security Income benefits and for more information on Medicaid recovery rights.

Individuals may apply for an account by visiting **ABLEnow.com**. The account opening process, purchase, and ownership of an account are governed by the terms of this ABLEnow Program Description, Fifth Third Terms and Conditions, Participation Agreement, Virginia laws, IRC Section 529A, and any applicable rules and regulations. Before applying for an account, please read this Program Description and other Program documents carefully.

Why is there an ABLEnow Program Description and Participation Agreement? – Both this ABLEnow Program Description (the "**Program Description**") and the ABLEnow Participation Agreement (the "**Participation Agreement**") provide important information about opening an account with ABLEnow. These materials also contain important information on eligibility for an account; how to contribute money to and withdraw money from an account; things you should consider when selecting and changing Investment Options; a summary of some of the principal laws and regulations governing the Program and your account; and a summary of risk factors that could affect the value of an account in the Program.

In addition to all other Program documents, you should carefully read this Program Description and the Participation Agreement before opening an account or investing in the Program. No one is authorized to provide information that is different from the information contained in the Program Description and the Participation Agreement. Please keep this Program Description and Participation Agreement and all updates for future reference. The information provided in this Program Description and Participation

Agreement is not legal or tax advice and is not intended to be exhaustive. If you have questions you should consult with your personal legal, tax, or benefits advisor(s) before opening an account.

This Program Description is for informational purposes only. In the event of any conflicts between the description of the Program contained herein and any requirement of federal or Virginia law applicable to matters addressed herein, such legal requirement would prevail over this Program Description.

Statements contained in this Program Description that involve estimates, forecasts, or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact or guarantee of future performance.

Issuer, banking services, Account, & Investment Options – ABLEnow is issued and administered by the Commonwealth Savers Plan, a body politic and corporate and an independent agency of the Commonwealth of Virginia (the "**Administrator**"). Fifth Third Bancorp (the "**Bank**"), will provide the bank services necessary to establish and maintain the Checking Account, a depository account. Ascensus College Savings Recordkeeping Services, LLC (the "**Recordkeeper**") will provide recordkeeping services necessary to provide operations and service for the Accounts and Program.

The Program offers five (5) Investment Options. The Account Owner will own Shares in the Investment Options approved by the Board of the Administrator (the "**Board**") and administered by the Administrator.

No other insurance or guarantees – The balances in the Checking Account and FDIC Insured Savings Account are insured to the extent allowed by the Federal Deposit Insurance Company, ("**FDIC**"). The account is not guaranteed or insured by (i) the Commonwealth of Virginia or its respective officials or employees; (ii) the Administrator or its respective officers or employees; (iii) the Board, its committees, or their individual members; (iv) the Recordkeeper or its board, respective officers or employees; (v) agents, advisors, subcontractors, or consultants retained by or on behalf of the Commonwealth of the Virginia, the Administrator, the Board, its committees, or the Recordkeeper; or (vi) any other federal or state entity, or private person or entity.

Contributions which are invested in the Investment Options, other than the Checking Account and FDIC Insured Savings Account as specifically described above, are neither insured nor guaranteed. No person or federal, state, or private entity guarantees any minimum rate of return on the account or that you will not lose some or all of the principal amount invested, including without limitation (i) the Commonwealth of Virginia, its respective officials or employees, (ii) the Administrator, its respective officers or employees; (iii) the Board, its committees, or their individual members; (iv) the Recordkeeper, its board, respective officers or employees; or (v) agents, advisors, subcontractors, or consultants of the entities persons listed in (i)-(iv) of this paragraph.

Key Risks of Account Ownership and Investment Risk – Investing in the portfolios offered through ABLEnow involves risk. Please see the "**Key Risks of Account Ownership**" and "**Investment Risk**" sections for more specific information. Neither ABLEnow, the Board, the Administrator, the Recordkeeper or its board, their subcontractors, their authorized agents, nor their directors, employees or representatives will have any responsibility or liability for the actions of the Account Owner or any Authorized Individual.

Account value may be less than your Qualified Disability Expenses – Participation in the Program does not guarantee that contributions and any earnings hereon will be adequate to cover current or future Qualified Disability Expenses.

For use only for Qualified Disability Expenses – The Program is intended to be used only to save for Qualified Disability Expenses. The Program and any tax information contained in this Program Description are not intended to be used, nor should it be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances.

Virginia individual income tax deduction – The Commonwealth of Virginia permits a Virginia individual income tax deduction for contributions to accounts. The amount deducted on any individual income tax return in any taxable year is generally limited to $2,000 per account per contributor. Contributors may carry forward any un-deducted amounts until their contributions have been fully deducted. If the Contributor has attained age 70, he or she may deduct the entire amount contributed to an account, less any amounts previously deducted.

Taxpayers and residents of other states – Depending on the laws of your home state, favorable state tax treatment or other non-tax benefits (e.g., grants, scholarship funds, and protection from creditors) offered by your home state for investing in ABLE programs may be available only if you invest in your home state's ABLE program. Any state-based benefit(s) offered with respect to a particular ABLE program should be one of many appropriately weighted factors to be considered in making an investment decision.

Securities Law Considerations – Accounts in the Program are considered municipal fund securities for federal securities law purposes. Accounts in the Program have not been registered with the Securities and Exchange Commission (the "**SEC**") or with any state securities commission pursuant to exemptions from registration available for securities issued by a public instrumentality of a state. Neither the SEC nor any state securities commission has reviewed this Program Description. This Program Description does not constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of a security described in this Program Description by any person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation, or sale.

Privacy Policies – Please see the Privacy Policies for information on how the Administrator and the Recordkeeper gather and use the information received from the Account Owner, Authorized Individual, and others under the Program. Both the Administrator and the Recordkeeper are solely responsible for their respective Privacy Policies.

Links to Third Party Websites – Links to third party websites such as the Social Security Administration and the Internal Revenue Service are provided for informational purposes. The Program and its authorized agents or affiliates make no representation as to the accuracy of the information contained on any third-party websites. Website content and website addresses are subject to change and broken links.

IMPORTANT LEGAL INFORMATION

THE PROGRAM AND ITS AUTHORIZED AGENTS OR AFFILIATES MAKE NO REPRESENTATIONS REGARDING THE SUITABILITY OF THE INVESTMENT OPTIONS DESCRIBED IN THIS PROGRAM DESCRIPTION FOR ANY PARTICULAR INVESTOR. OTHER TYPES OF INVESTMENTS AND OTHER TYPES OF INVESTMENT VEHICLES MAY BE MORE APPROPRIATE DEPENDING ON YOUR PERSONAL CIRCUMSTANCES. YOU SHOULD CONSULT YOUR TAX, INVESTMENT, OR DISABILITY BENEFITS ADVISOR(S) FOR MORE INFORMATION.

THE INFORMATION IN THIS PROGRAM DESCRIPTION IS BELIEVED TO BE ACCURATE AS OF THE DATE PRINTED ON THE COVER PAGE BUT IS SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER DELIVERY OF THIS PROGRAM DESCRIPTION NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE PROGRAM SINCE THE DATE OF THIS DOCUMENT.

4. Are You Eligible for an ABLE Account?

One Account Rule – The Tax Regulations provide that except with respect to rollovers (including program-to-program transfers), no Account Owner may have more than one qualified ABLE account in existence at the same time (the "**One Account Rule**"). A prior qualified ABLE account that has been closed does not prohibit the subsequent creation of another qualified ABLE account for the same Account Owner.
As part of the enrollment process, the Account Owner will be required to certify under penalties of perjury that he or she has no other ABLE account (except in the case of a Rollover. If more than one ABLE account is opened by an Account Owner, the subsequent accounts will not be treated as qualified ABLE accounts under IRC Section 529A and will not be eligible for the benefits of qualified ABLE accounts. For example, monies contributed to a second or subsequent ABLE account will not be disregarded for determining eligibility under federal means-tested programs, such as Supplemental Security Income, and could result in the imposition of federal taxes upon withdrawal. See **"Tax Considerations"** below for more information.

However, the consequences described above in the immediately preceding paragraph will not apply if:

- All of the contributions to the additional account are returned in accordance with the rules that apply to the return of Excess Contributions under the Tax Regulations; or
- All amounts in the additional account are transferred to the Eligible Individual's preexisting ABLE account and any Excess Contributions are returned in accordance with the rules that apply to the return of Excess Contributions under the Tax Regulations.

Two paths to eligibility for an ABLE account – An individual may open an ABLE account if he or she is an Eligible Individual under IRC Section 529A.

The Tax Regulations for qualified ABLE programs provide that each qualified ABLE program may determine the evidence required to establish an individual's eligibility. ABLEnow will require the certifications required below for the applicable eligibility type.

Benefits Eligibility Path – If an individual desires to open an ABLE account based on blindness or disability under Title II or XVI of the Social Security Act, ("**Benefits Eligibility**"), the individual must make the following certifications under penalties of perjury:

- they have received a benefit verification letter from the Social Security Administration ("**SSA**") and agrees to retain and provide the letter (or a genuine copy of the letter or other evidence) to ABLEnow, the IRS, or the U.S. Treasury Department upon request;
- that they, at the time of opening an account, are receiving or entitled to receive benefits from the SSA; **and**
- the individual's disability was present before the individual attained age 46 (effective January 1, 2026)

For more information about benefits based on blindness or disability under Title II or XVI of the Social Security Act see **ssa.gov/disability/professionals/bluebook/general-info.htm** or contact your local Social Security Field Office.

Certification Eligibility Path – If an individual desires to open an ABLE account based on their certification to the Administrator and Recordkeeper that they meet the requirements of the ABLE Act and the Program, ("Certification Eligibility"), the individual must make the following certifications under penalties of perjury:

- at least one of the following currently applies to the individual:
  - they have a medically determinable physical or mental impairment, which results in marked and severe functional limitations, and which (i) can be expected to result in death or (ii) has lasted or can be expected to last for a continuous period of not less than twelve (12) months;
  - they are blind (within the meaning of the Social Security Act); and/or

- they have a condition listed in the "List of Compassionate Allowances Conditions" maintained by the SSA (at **ssa.gov/compassionateallowances/**).

- the individual's disability was present before the individual attained age 46 (effective January 1, 2026)

and

- They have a copy of their diagnosis relating to the relevant impairment(s), signed by a physician meeting the criteria of Social Security Act Section 1861(r)(1) and meeting all other criteria. The individual agrees to retain and provide a copy of the diagnosis and related information to ABLEnow, the IRS, or the U.S. Treasury Department upon request.

ABLEnow reserves the right to request copies of the documents relevant to those certifications (e.g., a benefit verification letter from the SSA or a written diagnosis relating to the disability from a licensed physician as defined under the Social Security Act). If the required benefits verification letter from the SSA or written diagnosis relating to the disability from a licensed physician as defined under the Social Security Act is not supplied within a time frame that the Administrator, in its sole discretion, deems reasonable, ABLEnow reserves the right to take appropriate action including, without limitation, the right to suspend contributions and withdrawals (including the debit card) to and from the account until the requested information is provided.

Responsibility to notify ABLEnow of changes in eligibility – By maintaining or transacting business in an account, the Account Owner, or the Authorized Individual, is making a continuing certification that the Account Owner is an Eligible Individual. It is the Account Owner's, or the Authorized Individual's, responsibility to notify ABLEnow in writing if the Account Owner ceases to be an Eligible Individual. It is also the Account Owner's or the Authorized Individual's responsibility to notify ABLEnow in writing if the Account Owner subsequently re-qualifies as an Eligible Individual.

There may be circumstances in which an Account Owner ceases to be an Eligible Individual but then later regains his or her status as an Eligible Individual. An example would be if the disease that caused the disability goes into remission but later reemerges. Therefore, if at any time an Account Owner no longer meets the definition of an Eligible Individual, his or her account will remain an account to which all of the provisions of Section 529A of the IRC continue to apply and no distribution of the account balance is deemed to occur. However, under the Tax Regulations, beginning on the first day of the taxable year following the taxable year in which the Account Owner ceased to be an Eligible Individual, no contribution to the account may be accepted. If the Account Owner subsequently becomes an Eligible Individual again, with proper notification to the Program, additional contributions may be accepted subject to applicable contribution limits. See "**Tax Considerations**" for more information on the federal income tax treatment of expenses during periods when the Account Owner is no longer an Eligible Individual.

Eligibility Requirements Are Subject to Federal Law and May Change – Eligibility requirements are based on a good faith interpretation of federal law and regulations and are subject to change at any time. Neither ABLEnow, the Board, the Administrator, the Recordkeeper or its board, their subcontractors, their authorized agents, nor their directors, employees or representatives will have any responsibility or liability for an individual's failure (or their Authorized Individual's failure) to establish eligibility to open an account or maintain eligibility to continue to make contributions, withdrawals, and other transactions in ABLEnow.

5. Opening an Account

To open an Account, you must first go online to **ABLEnow.com** and apply for an Account by following the step-by-step instructions. The Program Description and the Enrollment Form govern the terms of your Account. During the Account opening process you will be required to accept all terms and conditions contained in the documents listed in the previous sentence and provide the Program with certain information about the Account Owner such as name, date of birth, address, Social Security Number,

email, and the Account Owner's basis of eligibility. The Account Owner or the Authorized Individual may be required to submit additional information and documentation to open the Account. Until the information and/or documentation required is provided, a hold will be placed on the Account. See the "**Fees and Expenses**" section for a summary of fees and expenses charged in connection with your Account.

For Entities: Before opening ABLEnow Accounts on behalf of eligible clients, you must first register your Entity. For registration details, visit **ABLEnow.com/entity-management**.

6. Start Saving – Contributing to an Account

Who Can Contribute – Any person (including you, your friends and family), corporation, trust, or other legal entity, ("**Contributor**"), may make a contribution to your account. However, any contribution to an Account may have gift or other tax consequences to the Contributor or the Account Owner. The Account Owner is the owner of the Account. Contributions by third parties, (i.e., anyone other than the Account Owner), will become the property of the Account Owner.

Minimum Contributions – There is a $5.00 minimum initial contribution amount and a $1.00 subsequent contribution amount.

How You Can Contribute to Your Account – Your ability to contribute to your Account is limited to the following methods: (1) by check via U.S. Mail (with a completed Additional Contribution Form); (2) by electronic funds transfer ("**EFT**") from an external bank account or a checking or savings account linked to your Account; (3) direct deposit from an employer, government agency or other contributor providing the payment; (4) through a Rollover from another ABLE program or a qualified tuition program under IRC Section 529 with the correctly completed applicable form; or (5) Ugift. See "**Paying for Your Expenses – How to Withdraw Your Money**" for more information about Rollovers. Here are some more details about making contributions:

- Contributions by check must be in U.S. dollars and drawn on a banking institution located in the United States. Checks must be made payable to ABLEnow and be mailed with the ABLEnow Additional Contribution Form (available at **ABLEnow.com**).
- You may make a single or recurring contribution(s) through the ABLEnow Consumer Portal by linking a personal bank account.
- You and/or family, friends, and employers may make contribution payments to the account via electronic funds transfer ("**EFT**") from an external bank account.
- You may contribute to your Account through a rollover by completing the appropriate form available at **ABLEnow.com** or on the ABLEnow Consumer Portal.

Availability of Contributions - The availability of your Account funds for withdrawal will vary depending on the type of contribution. If you request a transfer of funds by an ACH debit transfer to your Account, those funds will generally be available five business days after the day you initiate the transfer. ACH credit transfers to your Account will generally be available on the business day the Recordkeeper receives the funds. Contributions by check generally will be available one (1) business day after the check is received by the Recordkeeper. See the Fifth Third Terms and Conditions for information on the Checking Account and funds availability.

In certain circumstances, however, longer delays may apply. "Business Day" means every day except Saturday, Sunday, the day after Thanksgiving, and federal holidays.

Credit for deposits, whether by ACH or check, is provisional until we receive final settlement of the funds. If we do not receive settlement or payment, you agree that you must refund to us the amount we credited

to you and that we may charge your Account for such amount. When processing incoming fund transfers, we rely on the Account number provided by the financial institutions or other persons who send the fund transfers. We have no duty to determine if the Account information provided is accurate and we will not be liable to you for any errors in crediting funds transfers due to incorrect Account information provided by the sender. The law allows the Recordkeeper to supply a missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or under any other circumstances in our sole discretion. If an item that does not bear, or does not appear to bear, a proper endorsement is deposited into your Account, you agree that we may place a hold on your Account while we investigate or until we obtain all necessary endorsements. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting losses.

Annual Contribution Limit – By statute, the Program's Annual Contribution Limit is equal to an amount adjusted for inflation periodically by the IRS, which is $20,000 per year as of the date of this Program Description. The limit is applied per account from all sources. For example, if the Account Owner contributes $19,000 to the account in a calendar year and the Account Owner's parent contributes an additional $1,000, the Annual Contribution Limit will have been reached and no additional contributions will be accepted into the account until the following year. This limit may increase from time to time and will be posted on the Program's website.

Expanded Annual Contribution Limit for Certain Eligible Account Owners

Eligibility. – Certain eligible ABLE Account Owners are permitted to make contributions to an account in excess of the Annual Contribution Limit up to a specified amount (the "**Expanded ACL**"). In order to be eligible under 529A to make additional contributions up to the Expanded ACL, an Account Owner must be an employee (including an "employee" within the meaning of IRC section 401(c) which includes a definition of self-employed individual) with respect to whom: (i) no contribution is made for the taxable year to a defined contribution plan (within the meaning of section 414(i)) with respect to which the requirements of section 401(a) or 403(a) are met, (ii) no contribution is made for the taxable year to an annuity contract described in section 403(b), and (iii) no contribution is made for the taxable year to an eligible deferred compensation plan described in section 457(b). Contributions in excess of the Annual Contribution up to the Expanded ACL limit may only be made by the Account Owner.

Calculating Your Permitted Expanded ACL. – Under the Expanded ACL, an eligible Account Owner may annually contribute an additional amount to an account up to the lesser of (1) the Account Owner's compensation (as defined by IRC section 219(f)(1)) includible in the Account Owner's gross income for the taxable year, or (2) an amount equal to the Federal Poverty Level for a one-person household as determined for the preceding taxable year.

The Federal Poverty Level for the contiguous 48 states and the District of Columbia for 2025 was $15,650. If you are a resident of either Hawaii or Alaska, please contact Customer Service at 1-844-NOW-ABLE (1-844-669-2253) or **customerservice@ABLEnow.com** for assistance in determining the Federal Poverty Level in these two states. Traditionally, the level increases from year to year.

Subject to there being sufficient funds in your Account to do so, amounts contributed above the Expanded ACL will be returned to you if you notify the Program in writing no later than March 1 of the calendar year after the year you made the contribution. If you fail to timely notify the Program of the Excess Contribution you may be subject to a six-percent (6%) excise tax on the amount of Excess Contributions. An Account Owner (or an Authorized Individual) is solely responsible under federal regulations for notifying the Program of Excess Contributions and for maintaining adequate records to ensure that the Account Owner is (1) eligible to make additional contributions under the Expanded ACL and (2) that the additional contributions do not exceed the Expanded Contribution Limit.

Please consult with your tax advisor for more information.

Attempted Contributions Over the Annual Contribution, the Expanded ACL or the Maximum Account Balance Limits – ABLEnow will not knowingly accept attempted contributions that would cause your Account to exceed the Annual Contribution Limit, the Expanded ACL (if applicable) or the Maximum Account Balance Limit ("**Excess Contributions**"). However, it is the responsibility of the Account Owner or the Authorized Individual to ensure you do not make Excess Contributions. None of the Program, the Administrator, the Recordkeeper, the Board, the investment management firms managing the mutual fund investments, any other service provider to the Board, or their respective affiliates, employees, or agents will be responsible for any adverse tax or means-tested benefit consequences or other loss, damage, or expense incurred in connection with rejected contributions, contributions in excess of any applicable contribution limit, or the return of Excess Contributions.

Excess Contributions inadvertently applied to an account and not returned to the Contributor on or before the due date (including extensions) of the Account Owner's income tax return for the year in which the Excess Contributions were made will result in the imposition on the Account Owner of a six-percent (6%) excise tax on the amount of Excess Contributions.

Maximum Account Balance – Additional contributions may not be made to your account if your account balance is equal to or greater than the Maximum Account Balance, (currently $675,000). Accounts that have reached the Maximum Account Balance may, however, continue to accrue earnings. The Maximum Account Balance Limit may increase from time to time and will be posted on the Program's website. Once your account balance falls below the Maximum Account Balance Limit, contributions may resume, subject to the same limitations. In guidance issued in connection with the Tax Regulations, the U.S. Treasury Department and the IRS stated that such a recommencement of contributions is appropriate based on the nature and purposes of the ABLE program.

Investment Options – When you are enrolling in the Program and applying for your Account, you will have the option to invest in any of the Investment Options via the ABLEnow Consumer Portal. An Account Owner or Authorized Individual may elect to invest ABLEnow balances among five (5) Investment Options.

Account Owners or their Authorized Individuals should periodically assess, and if appropriate, adjust their investment choices with their investment time horizon, risk tolerance and investment objectives in mind. IRS rules allow only two (2) investment direction changes per calendar year. Funds can also be moved from one Investment Option to another upon an Account Owner change to an Eligible Individual who is a Sibling.

Taxpayer's Responsibility Regarding Contributions – The Account Owner or Authorized Individual is solely responsible for determining compliance with the Annual Contribution Limit, the Expanded Annual Contribution Limit (if applicable), the Maximum Account Balance Limit, and for all applicable federal and state tax consequences. Contributions over the applicable contribution limits may result in the imposition of a six-percent (6%) excise tax on the Excess Contributions and earnings. It is the sole responsibility of the Account Owner or Authorized Individual to (i) request the return of any Excess Contributions, and (ii) maintain records necessary to respond to any questions from the IRS related to contributions. For further information on contributions, please see the relevant sections of the Participation Agreement.

Gifting - Family, friends, and others can contribute to the Account through Ugift®, a service offered by the Recordkeeper. The Account Owner or Authorized Individual provides a unique contribution code to gift givers, who can either contribute online through an EFT or by mailing in a gift contribution coupon with a check. Ugift is an optional service, is separate from the Program, and is not affiliated with the Program or the Administrator. For more information, visit the Ugift website **https://www.ugiftable.com/** or call Customer Service at 1-888-823-4359.

Gift contributions received by the Program will be processed and transferred to the Account within five business days. Additional transactional holds may apply to Ugift contributions. There may be potential tax consequences of gift contributions invested in the Account. Consult a tax advisor for more information.

7. Paying for Your Expenses - How to Withdraw Your Money

Account Owners or Authorized Individuals may request a withdrawal or rollover through the Consumer Portal or by completing and mailing the appropriate form to ABLEnow PO Box 219273, Kansas City, MO 64121. Only Account Owners and Authorized Individuals enrolled in the Checking Account option can withdraw money from an account by using their ABLEnow/Fifth Third Debit Card ("ABLEnow Card"). Debit transactions can be completed by presenting ABLEnow Card at the point of sale or by entering the requested information when purchasing online. See the Fifth Third Terms and Conditions for more details on using the ABLEnow Card. See "**Tax Considerations**" for more information on the potential tax consequences of withdrawals from your account.

There is no limit to the number of transactions (contributions/withdrawals) that can be requested and processed, the Program reserves the right to limit the frequency and maximum dollar amount of withdrawals.

If you transfer your funds to another ABLE program or Rollover your Account, all funds held by the Recordkeeper in the Account on your behalf will be fully liquidated and distributed to you or the successor ABLE program administrator, as the case may be, in accordance with your instructions.

The Program and Recordkeeper may refuse any withdrawal attempted with forms not approved by the Program or by any method not expressly permitted by the Program.

You should always check the balance in the ABLEnow Account before attempting or authorizing any withdrawals. If your balance in the ABLEnow Account is not sufficient to cover the planned withdrawal or the withdrawal request then you may not get the full amount requested. You understand that you might not receive the total amount of your requested liquidation due to market fluctuations during the time period for processing your liquidation request.

ACH debits and preauthorized automatic debits (including recurring debit transactions also referred to as systematic withdrawals), that exceed the available balance in your ABLEnow Account (that create an overdraft) may be subject to a service charge. If, in our sole discretion, we choose to allow these withdrawals when there are not sufficient available funds in your Account, you agree to repay us immediately the amount of the funds advanced to you. You authorize us to withhold funds from your ABLEnow Account equal to the overdraft to the extent that you have failed to inform us of your intent to satisfy the overdraft with other funds. We may also assess a service charge against your Account. **We will not be required to allow you to overdraw your Account even if we had allowed such activity on one or more prior occasions.** The classification of a transaction as recurring or non-recurring is determined by merchants, other institutions or other third parties before it is presented to us for authorization or payment.

We reserve the right to close your Account at our discretion and without prior notice if you fail to promptly make a contribution equal to or reimburse us for any overdrafts in accordance with notice provided to you by the Program. We also reserve the right to close your Account without prior notice if: (i) your Account balance reaches $0 and remains at $0 for 90 days or more, in accordance with the Program policy, (that is, no contributions or withdrawals have been made to or from the Account during that time); (ii) your Account statement has been returned to us by the post office as undeliverable for any reason; (iii) you fail to pay any ongoing administration, maintenance or other fees when due as outlined in the ABLEnow Account Fee Schedule; (iv) you fail to promptly make a contribution equal to or reimburse us for any overdrafts in accordance with notice provided to you by the Program; or (v) we determine that the Account should be closed to prevent suspected or actual fraudulent activity.

If the Program fails to receive directions from the Account Owner regarding any withdrawal or other Account related transaction (collectively, "**Transaction**") or if the Recordkeeper receives ambiguous directions regarding any Transaction, or the Program in good faith believes that any Transaction requested is in dispute, the Program reserves the right to take no action until further clarification acceptable to the Program

is received from the Account Owner or the appropriate government or judicial authority. The Administrator and Recordkeeper shall not be responsible for losses of any kind that may result from the Account Owner's directions to the Program or the Account Owner's actions or failures to act. And the Account Owner agrees to reimburse the Administrator and Recordkeeper for any losses it may incur as a result of such directions, actions or failures to act. The Administrator and Recordkeeper shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with the Account.

Systematic Withdrawal Program - Systematic Withdrawal Program allows you to establish periodic, pre-scheduled withdrawals for Qualified Disability Expenses from the Account. You can have up to two Systematic Withdrawal Programs on the Account. If the balance in your Investment Option is less than the amount specified on your Systematic Withdrawal Program, the Systematic Withdrawal Program instructions will be stopped. Systematic Withdrawal Programs are subject to the processing times and hold periods specified above.

Temporary Withdrawal Restrictions – Please see the relevant sections of the Participation Agreement for additional information governing withdrawals.

Qualified Withdrawals – Qualified Withdrawals from an account are free from federal and state income tax. A Qualified Withdrawal is a withdrawal used to pay the Qualified Disability Expenses of the Account Owner. See "**Tax Considerations**" for the definition of Qualified Disability Expenses.

Non-Qualified Withdrawals – Non-Qualified Withdrawals are subject to federal and state tax. See "**Tax Considerations**" for more information about how the earnings portion of a Non-Qualified Withdrawal is calculated and the other tax consequences of a Non-Qualified Withdrawal, and the application of the Federal Penalty Tax on certain Non-Qualified Withdrawals. In addition, Non-Qualified Withdrawals may also impact benefit eligibility and benefit amounts.

Rollovers – ABLE to ABLEnow Rollovers - Contributions to an Account in the Program can be made by Indirect Rollover or Direct Rollover.

An Indirect Rollover into an Account in the Program occurs when:

(1) the entire balance of an ABLE account is withdrawn and subsequently contributed, in whole or in part, to a new Account with the Program for the same Eligible Individual within 60 days of the withdrawal date (Indirect Rollovers to and from the same Eligible Individual can only take place once in any 12-month period.); or

(2) part, or all, of the balance of an ABLE account is withdrawn and contributed to the Account of a Sibling of that original account owner within 60 days of the withdrawal date.

To initiate an Indirect Rollover into an Account in the Program, complete and submit an Incoming Indirect Rollover Form to the Program. The preexisting ABLE account must be closed within 60 days of the date that the assets were withdrawn.

A Direct Rollover into an Account in the Program occurs when:

(1) the entire balance of an ABLE account is transferred directly into a new Account in the Program for the same Eligible Individual and the original ABLE account is closed; or

(2) part, or all, of balance of an ABLE account is transferred directly into an Account in the Program for a Sibling of the original account owner.

To initiate a Direct Rollover into an Account in the Program, complete and submit an Incoming Direct Rollover Form. If there is not already an Account established with the Program, an Enrollment Form must be

completed and submitted to complete the contribution. The preexisting ABLE account must be closed upon the completion of the Direct Rollover.

See "**Tax Considerations**" for more information on Rollovers. When transferred, this balance must be accompanied by the breakdown of basis and earnings. Failure to provide this breakdown will result in the entire balance being deposited into the account as earnings. The Account Owner may need to provide information on current year to date contributions and the number of Investment Option changes.

Section 529 Education Savings Plan to ABLEnow Rollovers - Contributions can be made by rolling over funds from a Section 529 Education Savings Plan. A Rollover from a Section 529 Education Savings Plan account may be direct or indirect. The designated beneficiary of the Section 529 Education Savings Plan account must be the ABLEnow Account Owner or a "member of the family" (as defined by Section 529) of the Account Owner. Under Section 529, a "member of the family" is the Account Owner's son or daughter, or a descendant of either; a stepson or stepdaughter; a brother, sister, stepbrother, or stepsister; the father or mother, or an ancestor of either; a stepfather or stepmother; a son or daughter of a brother or sister; a brother or sister of the father or mother; a son-inlaw, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law; the spouse of the Account Owner or the spouse of any individual described above; or a first cousin of the Account Owner.

A Section 529 Education Savings Plan Rollover can come from all or part of the assets of a Section 529 Education Savings Plan. Rollover contributions from a Section 529 Education Savings Plan account are subject to both the Annual Contribution Limit and the Account Balance Limit for Contributions. This means that the amount that may be rolled over from a Section 529 Education Savings Plan account in any year, when combined with any other contributions made to the Account in the same year, cannot exceed the Annual Contribution Limit.

To initiate an indirect Section 529 Education Savings Plan Rollover, complete and submit the Incoming Indirect Rollover Form. An indirect Section 529 Education Savings Plan Rollover must be completed within 60 days of the withdrawal from the Section 529 Education Savings Plan account.

See "**Tax Considerations**" for more information on Rollovers. When transferred, this balance must be accompanied by the breakdown of basis and earnings. Failure to provide this breakdown will result in the entire balance being deposited into the account as earnings.

Rollovers from a Trump Account - During the calendar year that the beneficiary of a Trump Account attains age 17, the Trump Account's entire account balance may be directly rolled over into an ABLE Account. The beneficiary of the Trump Account must be the ABLE Account Owner. The rollover will not count towards the individual's income and will not count towards the Annual Contribution Limit or the Maximum Account Balance Limit.

Processing Withdrawal and Rollover Requests – Please see the relevant sections of the Participation Agreement for additional information governing withdrawals.

Taxpayer's Responsibility – The Account Owner or Authorized Individual is solely responsible for determining if a withdrawal is a Qualified Withdrawal or a Non-Qualified Withdrawal and for applicable federal and state tax consequences. ABLEnow assumes no responsibility for monitoring the Account Owner's compliance with applicable tax rules. Therefore, because money in the account may be withdrawn free from federal income tax only if it is used to pay Qualified Disability Expenses, an Account Owner should retain documentation of all Qualified Disability Expenses for his or her records. Also, while ABLEnow will report the earnings portion of any withdrawal to tax authorities, it is solely the Account Owner's responsibility to calculate and report any resulting tax liability. It is also the responsibility of the Account Owner or Authorized Individual to maintain records necessary to respond to any questions from the IRS related to withdrawals.

8. Government Benefits Considerations

Pursuant to federal law, funds in an ABLE account are generally disregarded for purposes of determining eligibility to receive federal government assistance or benefits. This includes contributions, earnings, and withdrawals for Qualified Disability Expenses. Further, contributions to an ABLE account, including funds contributed by a third party, are generally not considered income to the Account Owner. However, a Account Owner's income is not generally excluded from eligibility determinations simply because it is contributed to an ABLE account.

It is the Account Owner's or an Authorized Individual's responsibility to maintain sufficient records regarding his or her status with respect to, and to substantiate any treatment by, any government benefits agency. The statements made in this Program Description about federal and Virginia means tested benefits are based on publicly available sources and subject to change without notice, and are not to be relied upon as benefits advice. In the event of a conflict between statements made in this Program Description and publicly available guidance the guidance will control.

Supplemental Security Income ("SSI") – The SSA has issued guidance on how SSA will treat ABLE accounts for purposes of determining Account Owners' benefit eligibility under SSI. This guidance is derived from publicly available sources and is not intended to be exhaustive, and is subject to change by the SSA at any time. For more information on how SSA treats ABLE accounts please see "SI 01130.740 Achieving a Better Life Experience (ABLE) Accounts" in the Program Operations Manual System (available at **https://secure.ssa.gov/apps10/poms.nsf/lnx/0501130740**). Prior to opening an ABLE account, individuals should also consult with their own advisors for additional information on the possible impact of having an ABLE account on the Account Owner's eligibility for federal and state benefits.

Exclusions from income – SSA will exclude:

- Contributions to an account from the income of the Account Owner. This includes Rollovers from a Sibling's ABLE account or Section 529 Education Savings Plan to an SSI recipient's ABLE account. **Note, however, that SSA will not deduct contributions from the countable income of the person who makes the contribution.** The fact that a person uses his or her income to contribute to an Account does not mean that income is not countable for SSI purposes. For example, an Account Owner can have contributions automatically deducted from his or her paycheck and deposited into his or her own Account. In this case, the income used to make the Account contribution would still be included in the Account Owner's gross wages;
- Any earnings an account receives from the income of the Account Owner while the earnings remain in an Account; and
- Withdrawals (including withdrawals that include earnings) from the Account as income of the Account Owner.

Exclusions from countable resources – SSA will exclude up to and including $100,000 of the balance of funds in an Account from the resources of the Account Owner.

SSA will also exclude from an Account Owner's countable resources a withdrawal for a Qualified Disability Expense other than housing if it is retained beyond the month received. This exclusion applies while:

- the Account Owner maintains, makes contributions to, or receives withdrawals from the ABLE account;
- the withdrawal is unspent;
- the withdrawal is identifiable; and
- the individual still intends to use the withdrawal for a non-housing related Qualified Disability Expense.

Caution: SSA will apply normal SSI resource counting rules and exclusions to assets or other items purchased with funds from an ABLE account. Account Owners and Authorized Individuals should note that

unless withdrawals from an account are used in accordance with SSA's exclusion rules the withdrawals could have a material adverse effect on the Account Owner's continued eligibility for SSI and Medicaid. For example, if the withdrawal for the Qualified Disability Expense is retained beyond the month received and then spent on a non-Qualified Disability Expense, the withdrawal from the account will be considered a countable resource of the SSI recipient as of the first of the month in which he or she spent the funds. Please also remember that withdrawals used to pay for non-Qualified Expenses will incur adverse tax consequences. See "**Tax Considerations**" " for more information.

If an Account Owner (or his or her Authorized Individual) has any questions about the potential impact of a withdrawal on the Account Owner's continuing eligibility for SSI or Medicaid, the Account Owner (or his or her Authorized Individual) should contact the local SSA office before making a withdrawal from an Account.

Example: Eric takes a withdrawal of $500 from his ABLE account in June to pay for a health-related Qualified Disability Expense. His health-related expense is not due until September, so Eric deposits the withdrawal into his checking account in June. The withdrawal is not income in June. Eric maintains his ABLE account at all relevant times, and the withdrawal is both unspent and identifiable until Eric pays for a Qualified Disability Expense in September. SSA will exclude the $500 from Eric's countable resources.

Caution: It should be noted that in the example above that if Eric changes his intent to use the $500 withdrawal for a Qualified Disability Expense in July, the $500 withdrawal would be treated as a countable resource in August.

Housing-related Qualified Disability Expenses and non-Qualified Disability Expenses not excluded – SSA will count as a resource a withdrawal for a housing-related Qualified Disability Expense or for an expense that is not a Qualified Disability Expense if the withdrawal is retained into the month following the month of receipt. If the withdrawal is spent within the month of receipt, it has no effect on eligibility.

Example: Amy takes a withdrawal of $500 from her ABLE account in May to pay her rent for June. She deposits the $500 into her checking account in May, and withdraws $500 in cash on June 3rd and pays her landlord. This withdrawal is a housing-related Qualified Disability Expense and part of her checking account balance as of the first of June, which makes it a countable resource by SSA for the month of June.

ABLE account balances over $100,000 not excluded – SSA will count the amount by which an ABLE account balance exceeds $100,000 as a countable resource of the Account Owner.

Suspension of SSI where balance of ABLE account exceeds $100,000 by certain amount – A special rule applies when the balance of an SSI recipient's ABLE account exceeds $100,000 by an amount that causes the recipient to exceed the SSI resource limit—whether alone or in combination with other resources. When this happens, the recipient is put into a special SSI suspension period where:

- SSA suspends the recipient's SSI benefits without time limit (as long as he or she remains otherwise eligible);
- the recipient retains continued eligibility for medical assistance (Medicaid); and
- the individual's eligibility does not terminate after twelve (12) continuous months of suspension.

SSA will reinstate the recipient's regular SSI eligibility for any month in which the individual's ABLE account balance no longer causes the recipient to exceed the resource limit and he or she is otherwise eligible.

Caution: The special suspension rule only applies where the balance of the SSI recipient's ABLE account exceeds $100,000 by an amount that causes the recipient to exceed the SSI resource limit – whether alone or with other resources. The special rule does not apply where resources other than the ABLE account alone would cause the SSI recipient to exceed the resource limit. In that case, SSI could suspend the SSI recipient's eligibility for Medicaid and terminate his or her eligibility for SSI if the suspension continues for twelve (12) months.

Program Reporting – IRC Section 529A requires the Program to provide the SSA with reporting on Accounts. Based on guidance from the SSA, the Program will provide monthly electronic reports to the SSA including, without limitation, the following information for each Account: the name of the Account Owner; Social Security or taxpayer identification number of the Account Owner; date of birth of the Account Owner; name of the person who has signature authority (if different from the Account Owner); unique account number assigned to the Account; Account opened date; Account closed date; Account balance as of the first moment of the month (that is, the balance as of 12:00 a.m. local time on the first of the month); date of each withdrawal in the reporting period; and amount of each withdrawal in the reporting period. It is anticipated SSA will match the Social Security number furnished by the Program against their records and incorporate the ABLE account information into their records.

Medicaid – Under IRC Section 529A, following the death of the Account Owner, any state may file a claim against the Account Owner's estate or the account itself for the amount of the total medical assistance paid for the Account Owner under the state's Medicaid plan after the establishment of the account (or any ABLE account from which amounts were rolled or transferred to the account). The amount paid in satisfaction of such a claim is not a taxable withdrawal from the account. Further, the amount is to be paid only after the payment of all outstanding payments due for the Qualified Disability Expenses of the Account Owner and is to be reduced by the amount of all premiums paid by or on behalf of the Account Owner to a Medicaid Buy-In program under that state's Medicaid plan. Procedures for filing claims may vary from state to state and applicable statutes of limitation may delay the final distribution of proceeds of the Account to the Account Owner's estate, Designated Survivor or Successor Account Owner. The Account Owner, Authorized Individual, and executors and administrators should consider seeking legal counsel on the applicability of, and any available exceptions to, Medicaid recapture under applicable state law and regulation. See the section below for "Guidance from the Centers for Medicare & Medicaid Services" on how ABLE account funds may be treated for purposes of determining Medicaid eligibility. Please consult with your state's Medicaid office with any questions you may have.

Guidance from CMS – The Centers for Medicare & Medicaid Services ("**CMS**") has issued guidance on how it interprets the application of the ABLE Act to state Medicaid programs. This guidance is derived from publicly available sources and is not intended to be exhaustive, and is subject to change by the CMS at any time. Prior to opening an ABLE account, individuals should also consult with their own advisors for additional information on the possible impact of having an ABLE account on an Account Owner's eligibility and benefits under Medicaid.

Treatment of Funds in an ABLE Account – State Medicaid agencies must disregard all funds in an ABLE account in determining the resource eligibility of Medicaid applicants and beneficiaries who are subject to a resource test, and the earnings on the account should be excluded from income of Medicaid recipients.

Contributions to ABLE Accounts – Third party contributions to an ABLE account should be disregarded in determining Medicaid eligibility, including distributions from a Special Needs Trust ("**SNT**") or a pooled trust that is deposited into the ABLE account of the SNT or pooled trust beneficiary.

Contributions by the Account Owner – If an ABLEnow Account Owner transfers some of their own resources (otherwise countable for determining eligibility) to their ABLEnow account, the effect would be a corresponding reduction in total countable resources. By contrast, if a beneficiary of an ABLE account transfers some of his or her income in the month received to his or her ABLE account, the effect would not be a reduction in countable income. Therefore, income contributed to an ABLE account by the Account Owner is not disregarded from income, unless the state utilizes its authority regarding less restrictive methodologies employed in determining an individual's income and resource eligibility for medical assistance, if available.

Withdrawals from ABLE Accounts – Like funds in and contributions to ABLE accounts, withdrawals from ABLE accounts are not included in the Account Owner's taxable income or counted as income in eligibility determinations for Medicaid as long as they are used for Qualified Disability Expenses.

For an Account Owner whose financial eligibility is determined using SSI-based methodologies (as opposed to Modified Adjusted Gross Income ("**MAGI**")-based methodologies), a withdrawal from an ABLE account may be countable as a resource only if (1) it is retained beyond the month in which the withdrawal is made, and (2) it is used for a non-Qualified Disability Expense in that or a subsequent month. ABLE account withdrawals used for expenses other than Qualified Disability Expenses will be counted in the month the expenditure is made.

For example, if the Account Owner receives an ABLE account withdrawal in August, but does not spend the withdrawal until December and uses the withdrawal for a Qualified Disability Expense in that month, the amount of the withdrawal is not counted in any month. If the individual uses the withdrawal in December for a non-Qualified Disability Expense, the withdrawal would be counted as a resource in the month of December.

For an Account Owner whose financial eligibility is determined using MAGI-based income methodologies, the income portion of the non-Qualified Withdrawal subject to taxation will be included in the individual's MAGI-based income.

Medicaid Regulations on Post-Eligibility Treatment of Income – Under applicable Medicaid regulations, the requirement that affected individuals apply most of their total available income to the cost of long-term services and supports before federal financial participation for medical assistance is available is referred to as post-eligibility treatment of income ("**PETI**"). For purposes of PETI, states should disregard from an individual's total income any withdrawals for Qualified Disability Expenses. To the extent that a withdrawal for a non-Qualified Disability Expense is counted as income in determining the individual's eligibility for other Medicaid benefits, discussed above, such a withdrawal would also be counted for purposes of PETI.

Supplemental Nutrition Assistance Program ("SNAP") – On April 4, 2016, the U. S. Department of Agriculture released a statement reporting that funds in ABLE accounts should be excluded as both income and resources in determining SNAP eligibility.

U.S. Department of Housing and Urban Development ("HUD") – On April 26, 2019, the U.S. Department of Housing and Urban Development released a notice that HUD program administrators and public housing directors must disregard amounts in an individual's ABLE account when determining eligibility and continued occupancy.

Responsibility to Maintain Records – It is the Account Owner's responsibility for maintaining sufficient records regarding his or her status as an Eligible Individual and regarding any withdrawal to substantiate to SSA or other agency that a withdrawal is for a Qualified Disability Expense.

Virginia Means-Tested Benefit Programs – ABLEnow balances are disregarded for purposes of determining eligibility to receive benefits provided by the Commonwealth of Virginia.

9. Changes to an Account

In addition to this Program Description and Participation Agreement please refer to, **ABLEnow.com**, for information on how to change the Account Owner, Authorized Individual, Investment Options, the names and addresses of record, how to name a Designated Survivor, Successor Account Owner, Successor Authorized Individual, Interested Party, and Account access.

Should you have questions about these changes, please call 1-844-669-2253 for assistance.

Systematic Exchange Program - A Systematic Exchange Program is a way to move funds on a regular basis from an Investment Option in the Account to one or more other Investment Options in the Account subject to

the restrictions described below. The goal of the Systematic Exchange Program is to allocate contributions across Investment Options over a certain time period instead of a lump sum. Additionally, in the Program, systematic exchange can allow the Account Owner the ability to regularly and systematically move funds from one investment type to another investment type without each such movement counting as a change in Investment Options that would otherwise be limited to twice per year. You may elect to apply the Systematic Exchange Program to new contributions or current Investment Options.

The Systematic Exchange Program does not eliminate the risks of investing in financial markets and may not be appropriate for everyone. It does not ensure a profit or protect you against a loss.

To establish a Systematic Exchange Program with a new contribution and not have it count towards the twice-per-calendar-year investment exchange limit, you must complete an Account Financial Features Form and mail the completed form along with a contribution check to the Program. However, if you establish a Systematic Exchange Program with respect to assets already in the Account, it will count as one of the two exchanges permitted each calendar year. Systematic Exchange Programs established online are limited to existing assets in the Account and subject to the twice-per-calendar-year limit on changing Investment Options. Changes you make to a Systematic Exchange Program already in place (for example, you change the dollar amount transferred each month may count towards your twice-per-calendar-year investment exchange limit.

10. Key Risks of Account Ownership

This Program Description cannot and does not list every possible factor that may affect an Account Owner's investment in the Program. Additional risks not discussed in this Program Description may arise and an Account Owner, or an Authorized Individual acting on the Account Owner's behalf, must be willing and able to accept those risks. Furthermore, neither ABLEnow, the Board, its committees, the Administrator, nor the Recordkeeper makes any representation concerning the appropriateness of any of the Investment Options as an investment for any Account Owner. Other types of investments may be more appropriate depending upon the Account Owner's personal circumstances including without limitation, his or her financial status, tax situation, risk tolerance, age, or the importance of continued eligibility of the Account Owner for federal or state means-tested benefits. Other ABLE programs are available, as are other investment alternatives. The investments, fees, expenses, certain eligibility requirements, tax, and other consequences and features of these alternatives may differ from features available in the Program. Anyone considering opening an Account should consider these alternatives prior to opening an Account and should consult an independent investment, tax, or benefits advisor.

No other insurance or guarantees – The balances in the Checking Account and FDIC Insured Savings Account are insured to the extent allowed by the FDIC. No other insurance is provided. An Account is not guaranteed or insured by any federal, state, or private entity, including without limitation (i) the Commonwealth of Virginia or its respective officials or employees; (ii) the Administrator or its respective officers or employees; (iii) the Board, its committees, or their individual members; (iv) the Recordkeeper or its board, respective officers or employees; or (v) agents, advisors, subcontractors, or consultants retained by or on behalf of the entities or persons listed in (i)-(iv) of this paragraph.

Investment risks – None of the Investment Options, except the Checking Account and FDIC Insured Savings Account, offered through ABLEnow are insured by the FDIC or any other type of insurance or guarantee. Investing in the options offered through ABLEnow involves risk. Please see the "Investment Risk" sections throughout this document for more specific information.

Potential impact on Supplemental Security Income – Qualified ABLE program balances over $100,000 and certain withdrawals from an ABLE account, such as ABLEnow, could affect the Account Owner's eligibility for SSI. Suspension of eligibility for SSI may also lead to ineligibility of the SSI recipient for Medicaid. For example, withdrawals from an account retained beyond the month received and then spent on non-

Qualified Disability Expenses, will be considered a countable resource of the SSI recipient as of the first of the month in which he or she spent the funds. If an Account Owner (or his or her Authorized Individual) has any questions about the potential impact of his or her account on the Account Owner's continuing eligibility for SSI or Medicaid, the Account Owner (or his or her Authorized Individual) should contact the local SSA office.

Impact of recent federal legislation – Revisions to Section 529 and 529A of the IRC effective after December 22, 2017, permit certain rollovers from a 529 Education Savings Plan account into an ABLE account, an Expanded ACL for certain eligible account owners of ABLE accounts, and the ability of certain taxpayers to claim the Saver's Credit for contributions to ABLE accounts. It is unclear what effect, if any, these revisions to Section 529 and Section 529A of the IRC will have on an Account Owner's eligibility for federal means-tested government benefits. In addition, these rollovers, expanded annual contributions and Saver's Credit provisions are permanent as of January 1, 2026.

Potential impact on other state benefits – While balances in and withdrawals from the account will be disregarded for purposes of determining eligibility to receive benefits provided by the Commonwealth of Virginia, other states may treat your Account balances and withdrawals differently. ABLE program balances and withdrawals from an ABLE account, such as the Account, could affect your eligibility for other states' benefit programs. Please consult your local benefits office or benefits advisor for more information.

Impact of loss of Eligible Individual status – If you are no longer considered to be an Eligible Individual, expenses incurred at a time when you are not an Eligible Individual will not be considered Qualified Disability Expenses. The earnings portion of withdrawals from the account for expenses that are not considered Qualified Disability Expenses will be includable as ordinary income for tax purposes and subject to the Federal Penalty Tax, unless an exception applies.

Medicaid recapture – Upon the death of the Account Owner, IRC Section 529A permits a state to file a claim for the amount of the total medical assistance paid for the Account Owner under the state's Medicaid plan after the establishment of the Account (or any ABLE account from which amounts were rolled or transferred to the account). The amount of the claim is to be paid only after the payment of all outstanding payments due for the Qualified Disability Expenses of the Account Owner and is to be reduced by the amount of all premiums paid by or on behalf of the Account Owner to a Medicaid Buy-In program under that state's Medicaid plan. Procedures for filing claims may vary from state to state and applicable statutes of limitation may delay the final distribution of proceeds of the Account to the Account Owner's estate, Designated Survivor or Successor Account Owner. Account Owners, Authorized Individuals, executors, and personal representatives of estates may want to consider obtaining advice of counsel on the applicability of, and any available exceptions to, Medicaid recapture under applicable state law and regulation.

Possible changes to ABLEnow – The Board and its committees, the Administrator, and the Recordkeeper reserve the right to make changes to the Program at any time. These changes may include changes to the Investment Options and changes to the fees and expenses the Program imposes. If the Investment Options are changed, the fees and expenses of the replacement options may be higher or lower and the replacement options may achieve different performance results than the Investment Options currently in use by the Program.

Limitation on transferring monies from one option selection to another – You may transfer funds from your current investment selection to another Investment selection twice per calendar year. You may also change an investment selection upon a change in the Account Owner to an Eligible Individual who is a Sibling of the Account Owner.

Funds in the account will be subject to Applicable Law and the terms and conditions of the Program Description. These provisions may limit your ability to contribute, withdraw, or transfer these funds. Under no circumstances may any interest in an account be sold, exchanged, or used as security or collateral for a loan.

Qualified Disability Expenses may exceed the balance in the account – Even if you make the maximum amount of contributions to an account, the balance may not be sufficient to cover the Qualified Disability Expenses incurred by the Account Owner annually or during the life of the account.

Program contributions do not create Virginia residency – Contributions to the Program do not create Virginia residency status for the Account Owner for purposes of determining entitlement to Virginia state benefits.

Laws governing ABLE programs may change – There is a risk that federal and state laws and regulations governing Section 529 of the IRC qualified ABLE programs, as well as regulators' interpretations of those laws and regulations, could change in the future. Tax Regulations under IRC Section 529A provide requirements and guidance for the establishment and operation of ABLE programs, but do not provide guidance on all aspects of ABLE programs. Additional regulations or other administrative guidance or court decisions may be issued that could adversely impact the federal tax consequences or requirements with respect to the operation of the Program including, without limitation, requirements regarding contributions to, or withdrawals from, the account.

In addition, Section 529 of the IRC or other state or federal laws could be amended in a manner that materially changes (i) your eligibility to open an account, (ii) the treatment of the account and contributions to and withdrawals from the account for purposes of eligibility for federal means-tested benefits such as SSI or Medicaid, (iii) the federal tax treatment of the account and contributions to and withdrawals from the account, or (iv) available exemptions for the Program from certain federal securities laws. Furthermore, the Program has been established pursuant to Virginia laws and any regulations, guidelines, and procedures adopted by the Administrator. You should understand that changes in the law or regulations (or regulators' interpretations of those laws and regulations) governing the treatment of accounts in the Program for purposes of federal means-tested benefits or potential federal and/or state tax consequences described in this Program Description may necessitate material changes to the Program, and any such changes may also affect the operation of ABLEnow as described in this Program Description.

Cyber Risks – Failures or breaches of the electronic systems of ABLEnow or the Recordkeeper have the ability to cause disruptions and negatively impact ABLEnow's operations, potentially resulting in financial losses to the Program and its Account Owners. While ABLEnow and the Recordkeeper have established business continuity plans and risk management systems seeking to address system breaches or failures (including plans and systems reasonably designed to protect Account Owner and other personally identifiable information, there are inherent limitations in such plans and systems).

Force Majeure – Circumstances beyond the reasonable control of ABLEnow, the Board, the Administrator, the Recordkeeper or its board may negatively impact your Account.

11. Tax Considerations

This summary does not provide tax advice and is not exhaustive – The information contained in this Program Description was written to support the promotion or marketing of the transaction(s) or matter(s) addressed in this Program Description. Any information contained in this Program Description is not intended or written to be used, and cannot be used, by a person as tax advice. ABLEnow, the Administrator, and the Recordkeeper and their respective officers and employees are not authorized to provide legal, financial or tax advice, and nothing in this Program Description or in any other written materials should be considered advice or a recommendation. Prospective and existing Account Owners and/or their Authorized Individuals should consult qualified personal legal, tax or other advisors for inquiries specific to their circumstances.

The following discussion summarizes certain aspects of federal and state income, gift, estate and generation-skipping transfer tax ("**GST**") consequences relating to ABLEnow Accounts and contributions to, earnings of, and withdrawals from the accounts. The summary is not (i) exhaustive, (ii) is not intended as individual tax advice, and (iii) does not address the potential effects on Account Owners of the tax laws of any state other than Virginia. In addition, there can be no assurance that the IRS or Virginia Department of Taxation will accept the statements made herein or, if challenged, that such statements would be sustained in court.

Tax considerations are subject to change – This summary of tax considerations is based on the relevant provisions of the IRC, Virginia state tax law, and Tax Regulations including IRS guidance issued as of the date of this Program Description. The Tax Regulations do not, however, provide guidance on various aspects of the Program. Therefore, there can be no assurance that the federal tax consequences described herein for Account Owners are applicable. It is possible that Congress, the Treasury Department, the IRS, the Commonwealth of Virginia and other taxing authorities or the courts may take actions in the future that will adversely affect the tax law consequences described and that such adverse effects may be retroactive.

The applicable tax rules are complex, certain rules are at present uncertain, and their application to any particular person may vary according to facts and circumstances specific to that person. The IRC and regulations thereunder, and judicial and administrative interpretations thereof, are subject to change, retroactively and/or prospectively. The Board has the authority to take steps it deems necessary or appropriate to conform accounts with the requirements of Section 529A of the IRC or other applicable federal law. When the Administrator believes it is feasible and appropriate, it intends to provide reasonable notice to Account Owners or their Authorized Individuals regarding any material Program changes through updates to the website at **ABLEnow.com** and to this Program Description.

Federal Tax Considerations

Qualified ABLE Program – The Program is designed to be a qualified ABLE program under IRC Section 529A. For more guidance from the IRS on the tax treatment of ABLE programs please visit **irs.gov/uac/about-publication-907**.

Eligible Individual – In order to open an account and to receive the tax benefits afforded an Account Owner you must be an Eligible Individual. If the Account Owner ceases to be an Eligible Individual, beginning on the first day of the Account Owner's first taxable year for which the Account Owner does not satisfy the definition of an Eligible Individual, additional contributions to the account will not be accepted by the Program provided the Program has notice of such ineligibility. Additionally, during the time the Account Owner is not an Eligible Individual, none of the Account Owner's expenses will be considered Qualified Disability Expenses. If the Account Owner subsequently re-qualifies as an Eligible Individual, contributions to the account again may be accepted subject to the applicable Annual Contribution Limit, the Expanded ACL, if applicable, and the Maximum Account Balance, and expenses incurred that meet the definition of a Qualified Disability Expense will again be considered Qualified Disability Expenses. The Account Owner or Authorized Individual is responsible for making the required certifications relating to the Account Owner's eligibility to invest and reporting to the Program when the Account Owner is no longer eligible.

One account rule – The Tax Regulations provide that except with respect to Rollovers, no Account Owner may have more than one ABLE account in existence at the same time. A prior ABLE account that has been closed does not prohibit the subsequent creation of another ABLE account for the same Account Owner. The Tax Regulations provide that, in the event any ABLE account is opened for an Account Owner with an ABLE account already in existence, only the first such account created for that Account Owner qualifies as an ABLE account.

If more than one ABLE account is opened by an Account Owner, the subsequent ABLE account(s) will not be treated as ABLE accounts under the ABLE Act and will not be eligible for the benefits of ABLE accounts. For example, monies contributed to a second or subsequent ABLE account will not be disregarded for

determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties.

However, the consequences described above in the immediately preceding paragraph will not apply if:

- All of the contributions to the additional account are returned in accordance with the rules that apply to the return of Excess Contributions under the Tax Regulations; or
- All amounts in the additional account are transferred to the Beneficiary's preexisting ABLE account and any Excess Contributions are returned in accordance with the rules that apply to the return of Excess Contributions under the Tax Regulations.

If neither of these conditions is satisfied on or before the due date (including extensions) of the Account Owner's individual's federal income tax return for the year in which the additional account was established, the additional account will cease to be an ABLE account immediately after that return due date.

Annual Contribution Limit – The Program's Annual Contribution Limit is currently $20,000 per year per Account Owner from all sources.

Expanded Annual Contribution Limit for Certain Eligible Account Owners

Eligibility – Certain eligible ABLE Account Owners are permitted to make contributions to an Account in excess of the Annual Contribution Limit up to a specified amount (the "**Expanded ACL**"). In order to be eligible under IRC Section 529A to make additional contributions up to the Expanded ACL, an Account Owner must be an employee (including an "employee" within the meaning of IRC Section 401(c) which includes a definition of self-employed individual) with respect to whom: (i) no contribution is made for the taxable year to a defined contribution plan (within the meaning of section 414(i)) with respect to which the requirements of section 401(a) or 403(a) are met, (ii) no contribution is made for the taxable year to an annuity contract described in section 403(b), and (iii) no contribution is made for the taxable year to an eligible deferred compensation plan described in section 457(b). Contributions in excess of the Annual Contribution Limit up to the Expanded ACL limit may only be made by the Account Owner.

Calculating Your Permitted Expanded ACL – Under the Expanded ACL, for contributions made on or after January 1, 2018, an eligible Account Owner may annually contribute an additional amount to an account up to the lesser of (1) the Account Owner's compensation (as defined by section 219(f)(1)) includible in the Account Owner's gross income for the taxable year, or (2) an amount equal to the Federal Poverty Level for a one-person household as determined for the preceding taxable year. The Federal Poverty Level for the contiguous 48 states and the District of Columbia for 2025 was $15,650. If you are a resident of either Hawaii or Alaska, please contact Customer Service at 1-844-NOW-ABLE (1-844-669-2253) or **customerservice@ABLEnow.com** for assistance in determining the Federal Poverty Level in these two states. Traditionally, the levels increase from year to year.

Excess Contributions – Subject to there being sufficient funds in your account to do so, amounts contributed above the Expanded ACL will be returned to you if you notify the Program in writing no later than March 1 of the calendar year after the year you made the contribution. If you fail to timely notify the Program of the Excess Contribution you may be subject to a six-percent (6%) excise tax on the amount of Excess Contributions. An Account Owner (or an Authorized Individual) is solely responsible under federal regulations for notifying the Program about Excess Contributions and for maintaining adequate records to ensure that the Account Owner is (1) eligible to make additional contributions under the Expanded ACL and (2) that the additional contributions do not exceed the Expanded ACL. Please consult with your tax advisor for more information.

If the Excess Contributions are returned on or before the due date (including extensions) for filing the Account Owner's income tax return for the year in which the Excess Contribution was made, any net income distributed is includible in the gross income of the Contributor(s) in the taxable year in which the Excess Contributions were made. If the Excess Contributions are not returned on time, the Account Owner will be

subject to a six-percent (6%) excise tax on the Excess Contributions and earnings that are not returned by the ABLE program to the Contributors by the due date (including extensions) of the Account Owner's income tax return. The 6% excise tax will be due even if you are not otherwise required to file a federal income tax return.

Federal tax advantages – Contributions to a qualified ABLE program are not deductible for federal income tax purposes. There are two primary federal income tax advantages to investing in a qualified ABLE program:

- *Tax deferral* - investment earnings on the money you invest in a qualified ABLE program will not be subject to federal income tax until they are distributed.
- *Tax-free withdrawals* - the investment earnings distributed as part of a Qualified Withdrawal are free from federal income tax.

Withdrawals – The treatment of a withdrawal from an account will vary depending on whether the withdrawal is a Qualified Withdrawal, Rollover, or a Non-Qualified Withdrawal. Whether a withdrawal complies with Applicable Law and regulations and can be classified as a Qualified Withdrawal or Rollover is a matter between the Account Owner and the IRS. The Program assumes no responsibility for monitoring the Account Owner's compliance with applicable tax rules.

Qualified Withdrawals – If a Qualified Withdrawal is made from an Account, no portion of the withdrawal, including earnings, is includable in the gross income of the Account Owner. A Qualified Withdrawal is a withdrawal that is solely used to pay the Account Owner's Qualified Disability Expenses.

- *Qualified Disability Expenses:* include any expenses incurred at a time when the Account Owner is an Eligible Individual that relate to the blindness or disability of the Account Owner, and are for the benefit of the Account Owner in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses for education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time in future guidance published by the IRS.
- *Qualified Disability Expenses are broadly construed.* In order to implement the legislative purpose of assisting Eligible Individuals in maintaining or improving their health, independence, and quality of life, the U.S. Treasury Department and the IRS have taken the position that the term "Qualified Disability Expenses" should be broadly construed to permit the inclusion of basic living expenses and should not be limited to expenses for items for which there is a medical necessity or which provide no benefits to others in addition to the benefit to the Eligible Individual. For example, expenses for common items such as smart phones could be considered Qualified Disability Expenses if they are an effective and safe communication or navigation aid for a child with autism. In connection with the final ABLE tax regulations, it was noted that the Treasury Department and the IRS continue to view the definition of Qualified Disability Expenses as expansive. Whether a particular expense is a Qualified Disability Expense depends on each Account Owner's unique circumstances and whether the expense is for maintaining or improving the health, independence, or quality of life of the beneficiary.
- *Matching Withdrawals to Qualified Disability Expenses.* For federal income tax purposes, income will be includible in gross income only where the amount withdrawn from ABLEnow exceeds Qualified Disability Expenses for the Account Owner's taxable year. The Account Owner may treat as having been paid during the preceding taxable year Qualified Disability Expenses paid on or before the 60th day immediately following the end of the Account Owner's preceding taxable year.

Rollovers – No portion of a Rollover is includable in the gross income of the Account Owner or subject to the Federal Penalty Tax. A Rollover is a transfer of funds by any of the following methods:

- *Direct Rollovers.* A direct Rollover from an ABLE account (referred to as a "Program-to-Program Transfer" in the Tax Regulations) means the direct transfer of the entire balance of an ABLE account into an ABLE

account of the same Account Owner in which the transferor ABLE account is closed upon completion of the transfer, or of part or all of the balance to an ABLE account of another Eligible Individual who is a Sibling of the original Account Owner, without any intervening withdrawal or deemed withdrawal to the Account Owner. A direct Rollover also means the direct transfer of funds from an Section 529 Education Savings Plan to an ABLE account of the Section 529 Education Savings Plan account's designated beneficiary or a "member of the family" of the Section 529 Education Savings Plan's designated beneficiary (as defined by Section 529). Please see, "Tax Consequences of Rollovers Out of Section 529 Education Savings Plan" below. Direct Rollovers may occur into the Program from another ABLE account or a Section 529 Education Savings Plan account as contributions or out of the Program to another ABLE program as withdrawals.

Indirect Rollovers into ABLEnow from another ABLE Account. An indirect Rollover into ABLEnow is a withdrawal of funds from an account in another ABLE program, followed within sixty (60) days of that withdrawal by a contribution of those funds to your account in ABLEnow (provided you have not made a similar transfer to your account in the Program or any account in another ABLE program within the previous twelve (12) months) or to a person who is an Eligible Individual and a Sibling of the Account Owner. To initiate a Rollover to ABLEnow you must first open an ABLEnow Account.

Indirect Rollovers from a 529 Education Savings Plan into ABLEnow. Amounts in a Section 529 Education Savings Plan account may be rolled over to an ABLE account of the Section 529 Education Savings Plan account's designated beneficiary or a "member of the family" of the Section 529 Education Savings Plan account's designated beneficiary. Such Rollover amounts would count toward the Annual Contribution Limit. The amount that may be rolled over plus any other contributions made to the Account may not exceed the Annual Contribution Limit. For 2026, this amount is $20,000. See, "Tax Consequences of Rollovers Out of 529 Education Savings Plan" below.

- *Indirect Rollovers out of ABLEnow.* An indirect Rollover out of ABLEnow is a withdrawal of funds from your Account, followed within sixty (60) days of that withdrawal by a contribution of those funds to an account in another ABLE program for you as Account Owner (provided you have not made a similar transfer to any ABLE program within the previous twelve (12) months) or to a person who is an Eligible Individual and a Sibling.
- *Sibling.* Under the Tax Regulations, a person is considered a Sibling for an ABLE program, such as ABLEnow, if the person is a sibling, whether by blood or adoption, including a brother, sister, stepbrother, stepsister, half-brother, and half-sister.
- *Tax Consequences of Rollovers Out of Section 529 Education Savings Plan.* Please see the program documents for the applicable 529 program for information regarding the tax consequences of Rollovers out of the Section 529 Education Savings Plan account. For example, the definition of "member of the family" for a Section 529 Education Savings Plan is broader than the definition of that term or Sibling for an ABLE account.

Application of tax rules to Rollovers from an ABLE account – A Rollover from an ABLE account is not includible in the gross income of the Account Owner. A transfer of funds that does not meet the conditions stated above for Rollovers will constitute a Non-Qualified Withdrawal subject to federal tax and an additional Federal Penalty Tax. Both the federal income tax and the additional Federal Penalty Tax are on earnings. In addition, an Account transfer to a person who is not a Sibling will subject the Account Owner to federal gift and GST tax. Also keep in mind that in addition to adverse tax consequences, Non-Qualified Withdrawals may negatively impact benefit eligibility and amounts.

Important note about Rollovers – In the case of a Rollover, the ABLE account from which amounts were transferred must be closed as of the 60th day after the amount was distributed from the ABLE account in order for the account that received the Rollover to be treated as an ABLE account. If the account that receives the transfer is not treated as an ABLE account, the account will not be eligible for the benefits of

ABLE accounts. For example, the account will not be disregarded for determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties.

Principal and earnings treatment of Rollovers – The Administrator will treat the entire amount of any contribution that is a Rollover contribution from another ABLE program or a Section 529 Education Savings Plan account as earnings in the account receiving the contribution unless the Administrator receives appropriate documentation showing the actual earnings portion of the contribution.

Non-Qualified Withdrawals earnings subject to tax – A Non-Qualified Withdrawal is a withdrawal from an account that is not a Qualified Withdrawal or Rollover. To the extent that a withdrawal from an account is a Non-Qualified Withdrawal, the portion of the Non-Qualified Withdrawal attributable to investment earnings on the account will be ordinary income to the recipient of the withdrawal for the year in which the withdrawal is made. No part of the earnings portion will be treated as capital gain. Under current law, the federal tax rates on ordinary income are generally greater than the tax rates on capital gain. The contribution portion of a withdrawal is not includable in federal gross income.

Additionally, to the extent that a withdrawal is a Non-Qualified Withdrawal, the federal income tax liability of the recipient will be increased by an amount equal to the Federal Penalty Tax, subject to certain exceptions set forth below.

Exceptions to the Federal Penalty Tax – The additional Federal Penalty Tax does not apply to:

- Withdrawals on or after the death of the Account Owner paid to the estate of an Account Owner or to an heir or legatee of the Account Owner.
- Returns of Excess Contributions and contributions to additional purported ABLE accounts made by the due date (including extensions) of the Account Owner's tax return for the year in which the relevant contributions were made.
- Withdrawals made after the death of the Account Owner in payment of outstanding obligations due for Qualified Disability Expenses of the Account Owner are not includible in the gross income of the Account Owner or his or her estate, including the post-death payment of any part of a claim filed against the Account Owner or the account by a state under a state Medicaid plan.

You should consult your own tax advisor regarding the application of any of the above exceptions.

Note: ABLEnow will not withhold taxes or penalties due on a Non-Qualified Withdrawal. The taxpayer is responsible for reporting taxes and penalties due on the taxpayer's federal tax return.

Change of Account Owner – A change in the Account Owner (including a change in account ownership to a Successor Account Owner or Designated Survivor) of an Account is not treated as a withdrawal if the new Account Owner is an Eligible Individual and a Sibling of the former Account Owner. However, if the new Account Owner (including a change in account ownership to a Successor Account Owner or Designated Survivor) is not an Eligible Individual and a Sibling of the former Account Owner, the change is treated as a Non-Qualified Withdrawal by the former Account Owner. A change in the Account Owner of an Account or a transfer to an Account for the new Account Owner may have federal gift tax or GST tax consequences.

Earnings – If there are earnings in an account, each withdrawal from an account consists of two parts. One part is a return of the contributions in the account. The other part is a withdrawal of earnings in the account. If withdrawals from your account do not exceed your Qualified Disability Expenses for that year, no amount is includible in your gross income. For any year in which there is a withdrawal from an account, the Recordkeeper will provide an IRS Form 1099-QA. This form will set forth the total amount of the withdrawal and identify the earnings and contribution portions of any withdrawal.

Gift tax and GST tax – For federal gift and GST tax purposes, contributions to an account by the Account Owner are not considered to be completed gifts because an individual cannot make a transfer of property

to himself or herself, and a transfer of property is a fundamental requirement for a completed gift. However, contributions to the account by persons other than the Account Owner are considered a completed gift from the Contributor to the Account Owner and are eligible for the annual gift tax exclusion. Contributions that qualify for the annual gift tax exclusion are generally also excludible for purposes of the federal GST tax. A donor's total contributions to an account for the Account Owner in any given year (together with any other gifts made by the donor to the Account Owner in the year) will not be considered taxable gifts and will generally be excludible for purposes of the GST tax if the gifts do not in total exceed the annual gift tax exclusion amount for the year. For 2026, the annual gift tax exclusion amount is $19,000 per donee (i.e., the person receiving the gift). This means that in each calendar year you may contribute up to $19,000 to an account without the contribution being considered a taxable gift, provided you make no other gifts to the Account Owner in the same year. The annual gift tax exclusion amount is indexed for inflation and therefore is expected to increase over time.

Change of Account Owner – Neither federal gift tax nor the federal GST tax applies to a change of Account Owner if the new Account Owner is both an Eligible Individual and a Sibilng of the Account Owner. The previous sentence does not apply to any other change of Account Owner, including a change in Account ownership to a Successor Account Owner or Designated Survivor.

Estate tax – The Tax Regulations provide that, upon the death of the Account Owner, all amounts remaining in the ABLE account are includible in the Account Owner's gross estate for purposes of the estate tax. The balance of an Account due any Designated Survivor may also be reduced by federal estate taxes.

For more guidance from the IRS on the tax treatment of ABLE programs please visit **irs.gov/uac/about-publication-907**.

Saver's Credit – Account Owners may qualify for a nonrefundable federal tax credit known as the Saver's Credit for contributions to their ABLE account. The amount of the tax credit depends on the adjusted gross income of the individual and the Account Owner of the ABLE account must be age 18 or older, not a full-time student, and not claimed as a dependent on another person's return. For more information about the Saver's Credit, visit **irs.gov** or consult a qualified tax advisor.

Virginia Tax Considerations

Virginia Tax Deduction – The Virginia General Assembly has enacted a tax deduction for individuals subject to the Commonwealth of Virginia's individual income tax. The amount deducted on any individual income tax return in any taxable year is generally limited to $2,000 per account per contributor. If the contribution to an account exceeds $2,000 in a single tax year, the remainder may be carried forward and subtracted in future taxable years until the contribution has been fully deducted; however, in no event shall the amount deducted in any taxable year exceed $2,000 per account per contributor. If the Contributor has attained age 70, he or she may deduct the entire amount contributed to an account, less any amounts previously deducted. Any deduction taken shall be subject to recapture in the taxable year or years in which distributions are made for any reason other than (i) to pay Qualified Disability Expenses; or (ii) the Account Owner's death.

Tax Reports – The Program will report contributions, withdrawals, the basis of the Account Owner's eligibility, earnings in the account, and other matters to the IRS, a state, and other persons, if any, to the extent required by federal, state, or local law, regulation or ruling. The Account Owner will be sent a copy of the reports or corresponding statements filed with the IRS on an annual basis.

Tax Records – It is the Account Owner's responsibility to retain documents and information adequate to support the assertion of his or her rights and obligations as a taxpayer. For example, statements and tax reports received from ABLEnow and receipts for purchases made for Qualified Disability Expenses.

12. Investment Options

Account Owners or their Authorized Individuals may choose from five (5) Investment Options. Each of the five Investment Options ABLEnow offers is intended to address a different investment strategy and risk tolerance. Account Owners or Authorized Individuals may choose to invest in one Investment Option or may allocate between or among the Investment Options offered. The minimum amount you can contribute per selected Investment Option is 1% of the total amount of your contribution. Depending upon market conditions and other factors, ABLEnow may add additional Investment Options or terminate an existing Investment Option when it deems it to be, in its sole discretion, in the best interests of current and potential Account Owners to do so.

Account Owners and Authorized Individuals should periodically assess, and if appropriate, adjust their investment choices with their investment time horizon, risk tolerance, and investment objectives in mind. IRS rules allow only two (2) investment direction changes per calendar year.

By choosing the Checking Account, you are directing the Program to place your portion of the assets in the Program into a checking account at Fifth Third. You will have beneficial ownership of the checking account through the Program.

As an Account Owner you will directly own Shares of the Investment Options, not shares of the mutual funds.

Checking Account - The Checking Account invests 100% of its assets in FDIC-insured checking accounts held at Fifth Third Bank for the exclusive benefit of Account Owners utilizing the Checking Account. Account Owners who contribute assets to the Checking Account are able to write checks or use a debit card to pay for Qualified Disability Expenses. See the **Fifth Third Terms and Conditions**, for additional terms and conditions applicable to the Checking Account.

You will have the option to utilize a debit card and the option to order checks for a fee set by Fifth Third Bank. For Accounts established by the Account Owner and Accounts where an Account Owner with Legal Capacity has designated an Authorized Individual as their agent under a power of attorney, the debit card and checks will be issued in the name of the Account Owner and mailed to the Account Owner's mailing address. For Accounts established by an Authorized Individual for a minor or an adult without Legal Capacity, the debit card will be issued in the name of the Authorized Individual, the checks will be issued in the name of the Account Owner and the Authorized Individual, and each will be mailed to the Authorized Individual's mailing address. If you opt to utilize the debit card, it will typically be received within 10 business days after the Checking Account is funded. Note that Entities serving as Authorized Individuals may not select the Checking Account unless they are opening the Account as agent under power of attorney designated by an Account Owner with Legal Capacity.

For additional information on the fees associated with the Checking Account see the **Fifth Third Terms and Conditions**. Please note that Account Owners may not deposit contributions directly into the Checking Account at a Fifth Third Bank branch or through Direct Deposit using the checking account number and routing number from the Checking Account. Contributions must be sent to the Program. You may request a withdrawal from the Program which can be sent by check or ACH to the Account Owner or to a third party by check. You may also access funds invested in the Checking Account by using your debit card, by making an ATM withdrawal or by writing a check. To find a fee-free Fifth Third Bank or partner network ATM, use the ATM Locator at **www.53.com/ABLE**. If you have more than one Authorized Individual on your Account, only one will be authorized to write checks and use the debit card.

The following chart lists the Funds the ABLEnow Investment Options are invested in as of the date of this Program Description. These Underlying Investments are subject to change at any time without notice. Please visit **ABLEnow.com** for the most current information and Underlying Investment managers.

Underlying Investments of ABLEnow Options*				
ABLEnow Portfolio	**Allocation**	**Investment Manager**	**Fund**	**Symbol[1]**
Aggressive Growth	48.00%	The Vanguard Group, Inc.	Total Stock Market Index Fund	VSMPX
	14.00%	The Vanguard Group, Inc.	Total Bond Market Index Fund	VBMPX
	32.00%	The Vanguard Group, Inc.	Total International Stock Index Fund	VTPSX
	6.00%	The Vanguard Group, Inc.	Total International Bond Index Fund	VTIFX
Moderate Growth	36.00%	The Vanguard Group, Inc.	Total Stock Market Index Fund	VSMPX
	28.00%	The Vanguard Group, Inc.	Total Bond Market Index Fund	VBMPX
	24.00%	The Vanguard Group, Inc.	Total International Stock Index Fund	VTPSX
	12.00%	The Vanguard Group, Inc.	Total International Bond Index Fund	VTIFX
Conservative Income	12.00%	The Vanguard Group, Inc.	Total Stock Market Index Fund	VSMPX
	56.00%	The Vanguard Group, Inc.	Total Bond Market Index Fund	VBMPX
	8.00%	The Vanguard Group, Inc.	Total International Stock Index Fund	VTPSX
	24.00%	The Vanguard Group, Inc.	Total International Bond Index Fund	VTIFX
FDIC Insured	100.00%	Atlantic Union Bank	Omnibus Savings Account	N/A

**The Fifth Third Checking Account is not included.*

Aggressive Growth Portfolio

Investment Objective – The Aggressive Growth Portfolio seeks to provide capital appreciation and some current income.

Investment Strategy – The Aggressive Growth Portfolio maintains a target asset allocation of 80% equity, 20% fixed income. This target asset allocation is comprised of the following Sub-asset Classes and Funds: 48% domestic equity, managed by The Vanguard Group, Inc.; 32% international equity, managed by The Vanguard Group, Inc.; 14% market fixed income, managed by The Vanguard Group, Inc.; and 6% international fixed income, managed by The Vanguard Group, Inc. A full description of each underlying Fund's investment strategy can be found below.

Investment Risks – A complete description of each of the risks associated with the underlying Funds of the Aggressive Growth Portfolio can be found below.

Moderate Growth Portfolio

Investment Objective – The Moderate Growth Portfolio seeks to provide capital appreciation and a low to moderate level of current income.

Investment Strategy – The Moderate Growth Portfolio maintains a target asset allocation of 60% equity, 40% fixed income. This target asset allocation is comprised of the following Sub-asset Classes and Funds: 36% domestic equity, managed by The Vanguard Group, Inc.; 24% international equity, managed by The Vanguard Group, Inc.; 28% market fixed income, managed by The Vanguard Group, Inc.; and 12% international fixed income, managed by The Vanguard Group, Inc. A full description of each underlying Fund's investment strategy can be found below.

Investment Risks – A complete description of each of the risks associated with the underlying Funds of the Moderate Growth Portfolio can be found below.

Conservative Income Portfolio

Investment Objective – The Conservative Income Portfolio seeks to provide current income and some capital appreciation.

Investment Strategy – The Conservative Income Portfolio maintains a target asset allocation of 20% equity, 80% fixed income. This target asset allocation is comprised of the following Sub-asset Classes and Funds: 12% domestic equity, managed by The Vanguard Group, Inc.; 8% international equity, managed by The Vanguard Group, Inc.; 56% market fixed income, managed by The Vanguard Group, Inc.; and 24% international fixed income, managed by The Vanguard Group, Inc. A full description of each underlying Fund's investment strategy can be found below.

Investment Risks – A complete description of each of the risks associated with the underlying Funds of the Conservative Income Portfolio can be found below.

Underlying Fund Descriptions

Vanguard Total Stock Market Index Fund

Investment Objective - The Vanguard Total Stock Market Index Fund (the "Total Stock Market Index Fund") seeks to track the performance of a benchmark index that measures the investment return of the overall stock market.

Investment Strategy - The Vanguard Total Stock Market Index Fund employs an indexing investment approach designed to track the performance of the CRSP US Total Market Index. The Index represents approximately 100% of the investable U.S. stock market and includes large-, mid-, small-, and micro-cap stocks regularly traded on the New York Stock Exchange and Nasdaq. Total Stock Market Index Fund invests by sampling the Index, meaning that it holds a broadly diversified collection of securities that, in the aggregate, approximates the full Index in terms of key characteristics. These key characteristics include industry weightings and market capitalization, as well as certain financial measures, such as price/earnings ratio and dividend yield. Total Stock Market Index Fund may become nondiversified, as defined under the Investment Company Act of 1940, solely as a result of an index rebalance or market movement.

Investment Risks - The Vanguard Total Stock Market Index Fund is subject to stock market risk, index-related risks, index sampling risk, nondiversification risk, and sector risk. Please refer to Vanguard Total Stock Market Index Fund's prospectus prior to investing for Vanguard's full description of risks associated with the Fund at **https://advisors.vanguard.com/investments/products/vsmpx/vanguard-total-stock-market-index-fund-institutional-plus-shares** or call Commonwealth Savers Plan to have a prospectus printed from the manager's site and mailed to you.

Vanguard Total Bond Market Index Fund

Investment Objective - The Vanguard Total Bond Market Index Fund (the "Total Bond Market Index Fund") seeks to track the performance of a broad, market-weighted bond index.

Investment Strategy - The Vanguard Total Bond Market Index Fund employs an indexing investment approach designed to track the performance of the Bloomberg U.S. Aggregate Float Adjusted Index. This Index measures the performance of a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States – including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities – all with maturities of more than 1 year. Total Bond Market Index Fund invests by sampling the Index, meaning that it holds a broadly diversified collection of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. All of Total Bond Market Index Fund's investments will be selected through the sampling process, and at least 80% of the Fund's assets will be invested in bonds held in the Index. Total Bond Market Index Fund seeks to maintain a dollar-weighted average maturity and an average duration consistent with that of the Index.

Investment Risks - The Vanguard Total Bond Market Index Fund is subject to interest rate risk, income risk, prepayment risk, extension risk, call risk, credit risk, index-related risks, index sampling risk, and liquidity risk. Please refer to Vanguard Total Bond Market Index Fund's prospectus prior to investing for Vanguard's full description of risks associated with the Fund at **https://advisors.vanguard.com/investments/products/vbmpx/vanguard-total-bond-market-index-fund-institutional-plus-shares** or call Commonwealth Savers Plan to have a prospectus printed from the manager's site and mailed to you.

Vanguard Total International Stock Index Fund

Investment Objective - The Vanguard Total International Stock Index Fund (the "Total International Stock Index Fund") seeks to track the performance of a benchmark index that measures the investment return of stocks issued by companies located in developed and emerging markets, excluding the United States.

Investment Strategy - The Vanguard Total International Stock Index Fund employs an indexing investment approach designed to track the performance of the FTSE Global All Cap ex US Index, a float-adjusted market-capitalization weighted index designed to measure equity market performance of companies located in developed and emerging markets, excluding the United States. As of October 31, 2024, the Index includes approximately 8,408 stocks of companies located in 47 markets. The Total International Stock Index Fund invests all, or substantially all, of its assets in the common stocks included in its target index.

Investment Risks - The Vanguard Total International Stock Index Fund is subject to stock market risk, investment style risk, country/regional risk, currency risk, emerging markets risk, special risks of investing in China, index-related risks, and index replicating risk. Please refer to Vanguard Total International Stock Index Fund's prospectus prior to investing for Vanguard's full description of risks associated with the Fund at **https://advisors.vanguard.com/investments/products/vtpsx/vanguard-total-international-stock-index-fund-institutional-plus-shares** or call Commonwealth Savers Plan to have a prospectus printed from the manager's site and mailed to you.

Vanguard Total International Bond Index Fund

Investment Objective - The Vanguard® Total International Bond Index Fund (the "Total International Bond Index Fund") seeks to track the performance of a benchmark index that measures the investment return of non-U.S. dollar-denominated investment-grade bonds.

Investment Strategy - The Total International Bond Index Fund employs an indexing investment approach designed to track the performance of the Bloomberg Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged). This Index provides a broad-based measure of the global, investment-grade, fixed-rate debt markets. The Index includes government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than one year. The Index is market value-weighted and capped to comply with investment company diversification standards of the Internal Revenue Code, which state that, at the close of each fiscal quarter, a fund's (1) exposure to any particular bond issuer may not exceed 25% of the fund's assets, and (2) aggregate exposure to issuers that individually constitute 5% or more of the fund may not exceed 50% of the fund's assets. To help enforce these limits, if the Index, on the last business day of any month, were to have greater than 20% exposure to any particular bond issuer, or greater than 48% aggregate exposure to issuers that individually constitute 5% or more of the Index, then the index provider would reallocate the excess to bonds of other issuers represented in the Index. The Index methodology is not designed to satisfy the diversification requirements of the Investment Company Act of 1940. The Total International Bond Index Fund will attempt to hedge its foreign currency exposure, primarily through the use of foreign currency exchange forward contracts, in order to correlate to the returns of the Index, which is U.S. dollar hedged. Such hedging is intended to minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar. The Total International Bond Index Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. All of the Total International Bond Index Fund's investments will be selected through the sampling process and, under normal circumstances, at least 80% of the Fund's assets will be invested in bonds

included in the Index. The Total International Bond Index Fund maintains a dollar-weighted average maturity consistent with that of the Index.

Investment Risks - Vanguard Total International Bond Index Fund is subject to country/regional risk, interest rate risk, income risk, nondiversification risk, credit risk, call risk, index-related risks, index sampling risk, currency and currency hedging risk, and derivatives risk. Please refer to Vanguard Total International Bond Index Fund's prospectus prior to investing for Vanguard's full description of these risks at **https://advisors.vanguard.com/investments/products/vtifx/vanguard-total-international-bond-index-fund-institutional-shares** or call Commonwealth Savers Plan to have a prospectus printed from the manager's site and mailed to you.

FDIC Insured Savings Account

Investment Objective - The FDIC Insured Savings Account seeks income consistent with the preservation of principal.

Investment Strategy - The FDIC Insured Savings Account invests 100% of its assets into interest bearing deposit accounts at a bank. Specifically the FDIC Insured Savings Account invests in omnibus deposit accounts at Atlantic Union Bank. Deposits made into the omnibus accounts on behalf of investors are pooled in these accounts where they are commingled with deposits of other investors in the FDIC Insured Savings Account. The accounts earn competitive rates with interest compounded and paid daily into the accounts. The interest rate will be reviewed by the bank periodically and is subject to change at any time.

FDIC Insurance - Deposits into the omnibus accounts are insured by the Federal Deposit Insurance Corporation (FDIC) to the fullest extent permitted by law on a 'pass-through' basis to each account owner up to $250,000, currently the maximum allowable by federal law. For the purposes of determining the amount of FDIC insurance applicable to an account owner, the account owner's deposits in the omnibus accounts will be aggregated with deposits in all other eligible accounts of the account owner at Atlantic Union Bank. The amount of FDIC insurance applicable to an account owner is an individual determination subject to applicable law and the rules and regulations of the FDIC in existence from time to time.

Investment Risks - The FDIC Insured Savings Account invests 100% of its assets in interest bearing omnibus deposit accounts at Atlantic Union Bank. The rate of interest applicable to these accounts will be reviewed periodically and is subject to change at any time.

Investments in the FDIC Insured Savings Account may not be insured by the FDIC to the full value of the investment. Although deposits in the omnibus accounts in which the FDIC Insured Savings Account invests are insured by the FDIC on a 'pass–through' basis to each account owner up to $250,000, the amount of the FDIC insurance applicable to any account owner may be less than $250,000 if the account owner has other eligible FDIC insured accounts. In addition, the amount of FDIC insurance applicable to an account owner is subject to applicable law and the rules and regulations of the FDIC which change from time to time.

Investments in the FDIC Insured Savings Account may not be insured by the FDIC if the FDIC determines certain requirements have not been met. Administrator and Atlantic Union Bank must meet certain requirements in order for FDIC insurance to 'pass through' to individual account owners invested in the FDIC Insured Savings Account. If Administrator and Atlantic Union Bank do not meet those requirements, deposits in the omnibus accounts may not be insured by the FDIC.

Checking Account

Investment Objective – The Fifth Third checking account seeks to provide preservation of principal.
Investment Strategy – The Checking Account balances are insured up to the maximum amount permitted by law. The standard FDIC insurance amount is $250,000 per depositor, for each deposit insurance ownership category. The checking account is opened through and under the restrictions and oversight of the Program

and shall be subject to all of the requirements and limitations set forth in the Program Description. All assets invested through the Checking Account are, and at all times will remain, assets of the Program until withdrawn.

Investments in the Checking Account will earn varying rates of interest. Contributions will not earn interest until the hold period expires (see Contribution Date) and funds are deposited to the account at Fifth Third Bank. The interest rate generally will be equivalent to short-term deposit rates. Interest will be compounded daily based on the actual number of days in a year (typically 365 days, except for 366 days in leap years) and will be credited to the Checking Account on a monthly basis. The interest on the Checking Account is expressed as an Annual Percentage Yield ("APY"). The APY on the Checking Account will be reviewed by Fifth Third Bank on a periodic basis and may be recalculated as needed at any time. To see the current Checking Account APY please go to **www.53.com/ABLE** or call toll-free 888-516-2375. The Program may not permit the Checking Account to be established in an Account if the Program determines that distributions from such Account are subject to restrictions by court order or otherwise.

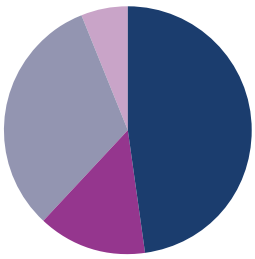
Investment Risk – To the extent that FDIC insurance applies, the Checking Account is primarily subject to the risk that the return on the underlying checking account will vary because of changing interest rates and that the return on the Checking Account will decline because of falling interest rates. See, *Fifth Third Terms and Conditions*, for additional terms and conditions applicable to the Checking Account.

In addition, in the event of a bank failure, Fifth Third Bank is required to implement a provisional hold on its deposit accounts while FDIC insurance amounts are calculated and paid. Contributions, withdrawals, and exchanges to the Checking Account may be restricted or held until the provisional hold is released.

Investment Options

Aggressive Growth

Vanguard LifeStrategy Growth Fund

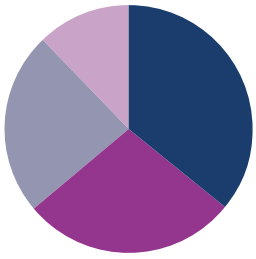


Approx. 80% Equity
Approx. 20% Fixed Income

48.00	Domestic Equity
14.00	Market Fixed Income
32.00	International & Emerging Markets Equity
6.00	International Fixed Income

Moderate Growth

Vanguard LifeStrategy ModerateGrowth Fund

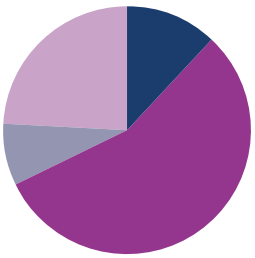


Approx. 60% Equity
Approx. 40% Fixed Income

36.00	Domestic Equity
28.00	Market Fixed Income
24.00	International & Emerging Markets Equity
12.00	International Fixed Income

Conservative Income

Vanguard LifeStrategy Income Fund

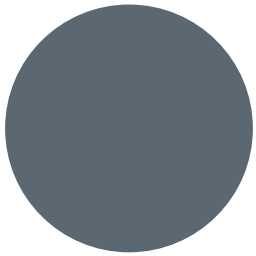


Approx. 20% Equity
Approx. 80% Fixed Income

12.00	Domestic Equity
56.00	Market Fixed Income
8.00	International & Emerging Markets Equity
24.00	International Fixed Income

FDIC Insured Savings Account

Fidelity® Investments
Money Market Government Portfolio



100% Cash & cash equivalents

Note: The Checking Account option is not illustrated above. The investment allocations represented here are only target allocations for each option. Actual allocations may vary. Each Fund's board of trustees may change these allocations from time to time without shareholder approval.

13. Performance Data

A link to current performance information is available on the Program's website **ABLEnow.com**. This information can be found via the link to the mutual fund company websites included in the "**Investment Options**" section. Interest rate information for the Checking Account is available at **www.53.com/ABLE**.

Past Performance No Guarantee of Future Results: Past performance information for Investment Options and the Underlying Investments are not indicative of the future performance of any particular Investment Option. Investment Option performance information represents past performance.

Investment Option performance information is no guarantee of future results and will be net of total annual asset-based fees and will not reflect the impact of any Annual Account Maintenance Fee, Annual Asset-Based Fees, Debit Card Fees, other ABLEnow fees, or potential federal or state taxes.

The investment results of any Investment Option for any period cannot be expected to be similar to its investment performance for any prior period. In addition, in view of potential changes to such investment allocations and selection of the Underlying Investments for each Investment Option, the future investment results of any Investment Option cannot be expected, for any period, to be similar to the past performance of any other Investment Options or Underlying Investments.

Total Return Will Vary: Total returns and the principal value of investments in your account will fluctuate based on the investment performance of the Underlying Investments in which the Investment Options have been invested, so your investment may be worth more or less than its original value when you withdraw your money. Performance may be substantially affected over time by changes in the allocations and in the Underlying Investments.

No Ownership in Underlying Investments: Beneficiaries do not directly own shares of the underlying mutual funds, or, in the case of the Checking Account, directly hold an interest in a general account, but rather own Shares in the Investment Options of the Program.

Performance Differences: Performance differences between an Investment Option and its Underlying Investments may result from differences in the timing of purchases. When you invest money in an Investment Option, you will receive Shares in the Investment Option as of the trade date. Your money will be used by the Program to purchase shares of an Underlying Investment. However, the settlement date for the purchase of shares of an Underlying Investment may be after the trade date for your purchase of Shares. Depending on the amount of cash flow into or out of the Investment Option and whether the Underlying Investment is going up or down in value, this timing difference may cause the Investment Option's performance either to trail or exceed the performance of the Underlying Investments.

14. Investment Risks

Investing involves risk, including the possible loss of principal, which means the value of an account can and will vary over time and you could lose money. **Past investment results offer no assurance of future returns.** Each Investment Portfolio offered by ABLEnow has different investment risks and the risks associated with each Option are described briefly within this document. In addition, because investment managers sometimes define a particular investment risk differently, a link is provided to the investment managers' websites so that, prior to investing, customers can refer to a Fund's prospectus for a full description of investment risks associated with that Fund. A copy of a prospectus can also be obtained by contacting ABLEnow. See "**Investment Options**" for more information.

Due to market uncertainties, the overall market value of an Investment Options may exhibit volatility and could be subject to general economic conditions, such as changes in unemployment rates, inflation or stagflation, the imposition of tariffs or other restrictions on global trade, or a decrease in overall economic activity leading to a recession. All of these factors may cause the value of an Investment Options to decrease

(realized or unrealized losses) regardless of the investment strategy for any underlying fund in which an Investment Option is invested or any systematic investing on the part of an Account Owner.

Not every Investment Option is appropriate for every investor. An investment in a particular Investment Option may not provide an appropriate balanced investment program for all investors. You should evaluate the Investment Options in the context of your overall individual financial situation, investment goals, risk tolerance, and other investments.

15. Fees and Expenses

Except for the fees listed in this section and in the Pricing and Services Applicable to the Checking Account, there are currently no other fees, charges, or penalties imposed by or payable to the Program in connection with opening or maintaining your account. The Administrator and Recordkeeper reserve the right to change the current fees, or to impose new or additional fees, expenses, charges, or penalties at any time in the future without notice.

Program Charges – ABLEnow reserves the right to charge Account Owners fees in order to offset the cost of administering the Program. Current fees are set out in the following table, which may be amended by the Administrator and Recordkeeper from time to time without notice. See the **ABLEnow Account Fee Schedule** below. The Administrator and the Recordkeeper, in their sole discretion, reserve the right to waive certain fees in circumstances where it deems a waiver appropriate or for marketing or other purposes.

Float Income - The Recordkeeper may receive indirect compensation for the custodial services that it provides to your Account. This compensation, known as "float" income, is paid by the financial organization at which the Recordkeeper maintains "clearing accounts" or by the investments in which the Program invests in such clearing accounts. Float income may arise from interest that is earned on Account contributions or distributions during the time that these assets are held by the Recordkeeper in clearing accounts but are not invested in an Investment Option. For example, if you request a distribution and receive the distribution check but do not cash it for several days, some interest may be earned while your funds remain in the clearing account. These clearing accounts generally earn interest at a rate between the money market rate and that of U.S. Treasury Notes. The interest paid on each of these transactions is typically small, and it is likely to represent a minor portion of the overall compensation received by the Recordkeeper. By maintaining an Account, you acknowledge that float income may be retained by the Recordkeeper.

ABLEnow Account Fee Schedule

There are fees associated with maintaining your ABLEnow Account. The below chart is a list of the account, administrative and other related fees that may be charged to your ABLEnow Account by Commonwealth Savers Plan ("Administrator") or Ascensus, ("Recordkeeper").

The Administrator and Recordkeeper reserve the right to change an account maintenance fee, administrative fee or any other related fee(s) by giving you notice at least 30 days prior to the effective date of any changes to the fee(s).

In the event the Account balance in a given quarter is less than the quarterly amount assessed of the Annual Account Maintenance Fee, the available balance of the Account will be reduced to zero. The Recordkeeper reserves the right to close your ABLEnow Account immediately if your account balance is not sufficient to pay the Account Maintenance Fee or if the balance of your Account is zero or a negative balance for a certain period of time.

ABLEnow Account Fees	
ABLEnow Account Maintenance Fee*	$34.00 – Annually for E-Delivery option $51.00 – Annually for Paper Delivery option**
Returned Item Fee for Checks *(Fee for a contribution that is returned for insufficient funds)*	$25.00 each
Returned Item Fee for ACH or EFT *(Fee for a contribution that fails for insufficient funds)*	$25.00 each
Outgoing Wire	$25.00 each
Priority Delivery	$25.00 each
Monthly Electronic Statement Fee	No Charge

**The Annual Account Maintenance Fee is assessed quarterly in the amount of $8.50 or $12.75 depending on delivery option.*
***The Annual Account Maintenance Fee will be reduced to $34.00 if E-Delivery is established for the Account.*

Checking Account Fees – There is a $2.00 monthly service charge for the Checking Account as set forth in the Fifth Third Terms and Conditions. This fee is waived if electronic statement delivery for monthly Checking Account statements is separately established using Fifth Third Bank online banking at **www.53.com/ABLE** or the mobile application after the checking account is opened; or if the Account maintains an average monthly balance of at least $250 in the Checking Account. See the Fifth Third Terms and Conditions in this Program Description for a full description of the Checking Account fees.

ABLEnow Annual Asset-Based Fees	
Investment Administrative Fee	Annual charge of 0.10% assessed monthly, only on investment balances
Program Administrative Fee	Annual charge of 0.05% assessed quarterly, only on investment balances
Asset Management Fees	Each Investment portfolio manager charges an Asset Management Fee. *Please see the ABLEnow Program Description for more information.*

Asset-Based Fees – If the Account Owner or Authorized Individual chooses to invest some funds in the Account pursuant to the terms and conditions found in this document, there are asset-based fees charged by the Program and by the mutual funds underlying each Investment Option. The asset-based fees are deducted from the value of each option's Underlying Investment.

These asset-based fees are set forth in the tables immediately below. Please note that fees and expenses are subject to change without prior notice.

ABLEnow Program Asset Based Fees As of March 23, 2026				
ABLEnow Investment Options	**Asset Management Fee[1]**	**Ascensus Administrative Fee**	**ABLEnow Administrative Fee**	**Total Expense Ratio**
Aggressive Growth	0.03%	0.10%	0.05%	0.18%
Moderate Growth	0.03%	0.10%	0.05%	0.18%
Conservative Income	0.03%	0.10%	0.05%	0.18%
FDIC Insured	0.00%	0.10%	0.05%	0.15%

1 Reflects each underlying Fund's Expense Ratio disclosed by the Fund. The Expense Ratio of the underlying Funds may change. The Fifth Third Checking Account is not included and subject to Asset Based Fees.

Investment Cost Example – The following chart is a hypothetical example and compares the approximate cost of the asset-based fees associated with investing in ABLEnow Investment Options over different periods of time. Your actual cost may be higher or lower. The table is based upon the following assumptions:

- A $10,000 contribution invested for the time periods shown.
- A five percent (5%) annualized rate of return is achieved on the amount invested throughout the calculation periods. Income earned is accrued and compounded on a daily basis (which closely replicates the daily Net Asset Value per share calculation used by the mutual funds).
- Total annual asset-based fees remain the same as those shown in the Asset-Based Fees Table throughout the calculation periods. The investment expense is calculated and accrued on a daily basis (which closely replicates the daily Net Asset Value per share calculation used by the mutual funds).

Investment Cost Example Effective as of March 23, 2026[1]				
ABLEnow Investment Portfolios	**Approximate Cost of $10,000 Investment**			
	One Year	**Three Years**	**Five Years**	**Ten Years**
Aggressive Growth	$19	$59	$103	$234
Moderate Growth	$19	$59	$103	$234
Conservative Income	$19	$59	$103	$234
FDIC Insured	$16	$49	$85	$194

1 For cost of Checking Account see the Fifth Third Terms & Conditions.

16. Other Legal Considerations

No Pledging of Account Assets – Neither the Account Owner nor the Authorized Individual may use any part of the Account or other interest in the Program as security for a loan.

Closing or Suspending an Account – Administrator reserves the right to close an account in its sole discretion. Reasons for doing so include, but are not limited to, a finding by Administrator that there has been a material misrepresentation related to the Agreement or the account. In the event of closure, the Account Owner will receive a refund of the current account balance minus any applicable penalty and fees. Please refer to the Participation Agreement for additional information governing the closing or locking of an account.

No Sale or Exchange – No interest in an account may be sold or exchanged.

Bankruptcy and Related Matters – Federal Bankruptcy Law Protections for Certain Participants : Title 11 U.S.C. §541(b)(10) of the United States Bankruptcy Code excludes from the property of the debtor's bankruptcy estate certain assets that have been contributed to accounts in a qualified ABLE program. The Bankruptcy Code provides protection in federal bankruptcy proceedings for the Contributions in qualified ABLE program accounts if the Account Owner is the bankruptcy debtor's child, stepchild, grandchild, or step-grandchild subject to the following limits:

- Contributions to all accounts for an Account Owner listed in the paragraph above, if made at least 720 days before the filing of a bankruptcy petition by a participant, are excluded from the Participant's bankruptcy estate up to the Maximum Account Balance Limit.
- Contributions to all accounts for the Account Owner more than 365 days but less than 720 days before a federal bankruptcy filing are excluded from the participant's bankruptcy estate to the extent such Contributions do not exceed an amount determined pursuant to federal law.
- Contributions to all accounts for the same Account Owner made less than 365 days before a federal bankruptcy filing are not excluded from the participant's bankruptcy estate.
- Bankruptcy law is complex. This information is not meant to constitute individual tax or bankruptcy advice. You should consult with your own advisors concerning your individual circumstances.

Additionally, under Virginia law and depending on the specific circumstances, Accounts are protected from creditors.

Other states' laws may offer different creditor protections. You should consult your legal advisor regarding the effect of any bankruptcy filing on your Account. This information is not meant to be individual advice, and Account Owners should consult with their own advisors concerning their individual circumstances.

Program Termination – Nothing contained in this Program Description shall constitute an agreement or representation by the Program or anyone else that the Program will continue in existence. At any time, the Board may cause the Program Description to be amended to terminate the Program, or suspend or terminate the Program by giving written notice of such action to the Account Owner, so long as, after the action, the assets in your account are still held for your exclusive benefit subject to Applicable Law. Upon termination of an account, unless you rollover your account to another ABLE program for your benefit or to an Eligible Individual who is a Sibling, the withdrawal may be treated as a Non-Qualified Withdrawal (subject to federal and any applicable state income tax and possibly the Federal Penalty Tax on earnings).

17. Management and Administration

Commonwealth Savers Plan, formerly Virginia College Savings Plan or Virginia529 ("**CSP**"), a body politic and corporate and an independent state agency, also referred to as the Administrator in this Program Description, administers ABLEnow pursuant to ABLEnow's enabling legislation (Sections 23.1-700 through 23.1-713 of the Code of Virginia, as amended). CSP also administers the Commonwealth of Virginia's 26 U.S.C. §529 qualified tuition programs. CSP also administers ABLEAmerica®, an ABLE savings program featuring the American Funds® mutual funds portfolios, offered exclusively through authorized financial professionals. For information on ABLEAmerica, please contact your financial professional or visit **www.capitalgroup.com/able**. CSP's enabling legislation provides that its assets shall be preserved, invested, and protected to and for the purposes described within the enabling legislation and cannot be used by the Commonwealth of Virginia for any other purpose. The General Assembly may amend ABLEnow's legislation during any regular or special session of the legislature, subject to the Governor's veto, and the General Assembly's ability to override a veto.

ABLEnow is administered by CSP's 11-member Board, consisting of the Director of the State Council of Higher Education for Virginia or his designee; the Chancellor of the Virginia Community College System or his designee; the State Treasurer or his designee; the State Comptroller or his designee; and seven citizen members: four to be appointed by the Governor, one to be appointed by the Senate Committee on Rules and two to be appointed by the Speaker of the House of Delegates. State law mandates that the seven citizen members have significant experience in finance, accounting, law, or Investment management.

Members of the Board receive no compensation, but are reimbursed for actual expenses incurred in the performance of their duties. CSP's Chief Executive Officer is Mary G. Morris. Ms. Morris, a former tax, securities and bond attorney, as well as a former Treasurer of Virginia and Senior Assistant Attorney General for Virginia, oversees the daily administration and operations of ABLEnow.

On or before December 15, the Board shall post on its website and submit to the Governor, the Senate Committee on Finance, and the House Committees on Appropriations and Finance an annual statement of the receipts, disbursements, and current investments of the Program for the preceding year. The report will include a complete operating and financial statement covering the operation of the Program during the year and shall include a statement of projected receipts, disbursements, investments, and costs for the further operation of the Program. The Virginia Auditor of Public Accounts, or his legally authorized representative, audits the Administrator and ABLEnow's accounts annually. ABLEnow is also subject to oversight from the Joint Legislative Audit and Review Commission ("**JLARC**").

ABLEnow maintains separate records for each account. Contributions to an account will be commingled for purposes of investment only. Mercer Investment Consulting, Inc. serves as the Board's Investment consultant, and assists in the selection of outside Investment managers and mutual funds in conjunction with the Board's Investment Advisory Committee. Please see the "**Investment Options**" section for more detailed information.

CSP has selected Ascensus as the Recordkeeper.

ABLEnow is a registered trademark of Commonwealth Savers Plan.

18. Privacy Policy

The Program collects nonpublic personal information about you from the following sources: information the Administrator receives from you on the Program website, Enrollment Form, other Program forms and information about your transactions with the Program and its service providers, and federal and state agencies. The Program does not disclose any nonpublic personal information about you or our other customers to third parties, except with your consent, at your request, or as permitted by law. The Program restricts access to nonpublic personal information about you to the Administrator, Recordkeeper, the Program's service providers, and their respective employees, agents, and affiliates who need to know the information to provide the services or products that are the basis of the Program Description, Participation Agreement, and other Program documentation and forms.

The Administrator and the Recordkeeper maintain physical, electronic, and procedural safeguards reasonably designed to protect your nonpublic personal information from disclosure.

Telephone calls you have with ABLEnow Customer Service may be monitored or recorded for quality assurance, verification and record keeping purposes. By speaking to ABLEnow Customer Service on the telephone, you consent to such monitoring and recording.

19. Protect Your Confidential Information

To help ensure the confidentiality and integrity of your information:

- Use caution when choosing your user name and password. Choose a unique and secure password that will be difficult for others to guess. Do not use obvious or easily accessed data such as your name, initials, Social Security number, mother's maiden name, phone number, address, family birthdays, family names, pet names, or any combination of these.
- Neither ABLEnow nor the Recordkeeper will ever contact you to solicit your user name or password. Do not reveal them to anyone.
- Close your browser when finished. After you have finished your session on the website, log off and close your browser to get rid of information that may have been temporarily stored on your computer during your session.
- Do not share your password, Social Security number or Account Number with anyone.

Participation Agreement

I am entering into this legally binding Participation Agreement ("Agreement") with the Administrator in order to establish an Account in the Program. I am legally competent, at least 18 years of age (or have reached the age of majority in my state of residence) and have a permanent street address in the U.S. or a U.S. territory or military base. I understand that the Account shall represent an interest in the Program. I understand and agree that this Agreement is subject to the Program Description. I understand that all of the information in the Program Description and in the completed Enrollment Form for the Account is part of this Agreement. In consideration of the Program Administrators opening an Account for me (or if I am an Authorized Individual acting on behalf of the Account Owner, for the Account Owner) in the Program, I agree to all of the terms and conditions of the Program Description and this Agreement. The effective date of this Agreement is the date the signed Enrollment Form for the Account is submitted to and accepted by the Program.

Each capitalized term used in this Agreement has the meaning set forth in the Program Description, and such meanings are incorporated into this Agreement and made a part of this Agreement as if they were set forth in the body of this Agreement.

For purposes of this Agreement, "I" or "me" or "my" shall unless the context requires otherwise refer to the Account Owner and, if applicable, any Authorized Individual(s) acting on behalf of the Account Owner, in each case to the extent provided in the Program Description and permitted by Applicable Law.

A. Agreements, Representations, and Warranties of the Account Owner

I hereby agree with, and represent and warrant to the Program Administrators, and their respective successor and assigns, as follows:

1. I have received, read, and understand the Program Description as currently in effect. I have been given the opportunity to obtain answers to all of my questions concerning the Program, the Account, and this Agreement. I acknowledge that there have been no representations or other information about the Program relied upon in entering into this Agreement, whether oral or written, other than as set forth in the Program Description and this Agreement. I agree to read and obtain understanding of any future Supplements to the Program Description.

2. The information provided in the Enrollment Form and any other documentation that I have furnished or will subsequently furnish in connection with the opening or maintenance of, or any withdrawals from, the Account is accurate, truthful, and complete, including, without limitation, any information provided relating to the Account Owner's status as an Eligible Individual. I agree to notify the Program promptly of any changes in the information provided in connection with the opening or maintenance of, or any withdrawals from, the Account.

3. If I make false statements in connection with opening an Account or otherwise, the Administrator and/or the Recordkeeper may take such action as the Administrator and/or the Recordkeeper deem necessary or appropriate, including, without limitation, terminating the Account or requiring that I indemnify the Program Administrators as discussed under "Indemnity" below. I understand that I may face criminal or civil penalties for making false statements under Applicable Law.

4. I certify that I am opening this Account in order to provide funds for the Qualified Disability Expenses of the Account Owner, and I understand that this Agreement constitutes the legal, valid, and binding obligation of the Account Owner.

5. I certify under penalties of perjury there exists no other ABLE account for which the Account Owner is the designated beneficiary, except to the extent permitted under the section entitled ***One Account Rule*** in Section 4 of the Program Description.

6. By opening an Account, I am consenting to receive emails from the Administrator or its designee about the Program and the Account. I understand that I may unsubscribe from emails about the Program at any time. I also understand that even if I unsubscribe from emails about the Program, the Administrator reserves the right to send me administrative emails regarding the Account or as otherwise permitted by law.

7. I will not knowingly make contributions to the Account (or direct others to make contributions to the Account) now or in the future, (a) such that the contributions will exceed the Annual Contribution Limit or the Expanded ACL, as applicable to the Account Owner (except to the extent permitted for an Indirect Rollover or a Direct Rollover from another ABLE program) as described in the Program Description in any given year, or (b) at a time when the aggregate balance of the Account will equal or exceed the Maximum Account Balance Limit.

8. I recognize that the investment of contributions and earnings, if any, in the Account involves certain risks, and I have taken into consideration and understand the risk factors related to these investments, including, but not limited to, those set forth in the Program Description.

9. If I am an Authorized Individual acting on behalf of an Account Owner, each time I make a withdrawal from the Account I am certifying that: the withdrawal is duly authorized under all Applicable Law, court orders, and any governing documents that apply to the Account, and is for the benefit of the Account Owner and not solely for my own personal benefit or solely for the benefit of a third person.

10. If I am an Authorized Individual acting on behalf of an Account Owner, I certify under penalties of perjury that I have the authority to establish and manage the ABLE Account. If the Account Owner does not have Legal Capacity, I certify under penalties of perjury that, to the best of my knowledge, there is no other person with a higher priority in the list of potential Authorized Individuals appearing in the section entitled **Important Terms** in Section 2 of the Program Description who is willing and able to act as Authorized Individual. I acknowledge that the Program may require additional documentation from me demonstrating my authority to act as an Authorized Individual.

11. I acknowledge that I will be required to certify under penalties of perjury the basis for the Account Owner's status as an Eligible Individual appearing in the section entitled **Are you Eligible for an ABLE Account?** of the Program Description.

12. With respect to each Investment Option other than the FDIC Insured Savings Account and Checking Account, I understand and agree that neither contributions to, nor earnings, if any, on the Account are guaranteed or insured by the FDIC, or any person or entity, including but not limited to, the Program Administrators. I understand that the FDIC insurance on the FDIC Insured Savings Account and Checking Account is limited by standard FDIC insurance coverage rules. I understand and agree that there is no guarantee that the investment objectives of the Investment Options or the Underlying Investments will be achieved. I understand that the Program Administrators are not making any assurances that I will not suffer a loss of any amount invested in the Account or making assurances that I will receive a particular return of any amount in my Account. I understand that the Investment Options in the Program are not debts, liabilities, or obligations of the Administrator, the Commonwealth of Virginia, or any political subdivision thereof, nor shall they be deemed to constitute a pledge of the taxing power or the full faith and credit of the Commonwealth of Virginia or any political subdivision thereof.

13. I understand and agree that federal and state laws are subject to change, sometimes with retroactive effect, and the Program Administrators are not making any representation that such federal or state laws will not be changed or repealed. I understand and agree that such changes could have a negative effect on the Account.

14. I understand and agree that with respect to each Investment Option in the Program, there is no guarantee or commitment whatsoever from the Program Administrators, or any other person or entity that: contributions and investment returns, if any, in this Account will be sufficient to cover the Qualified Disability Expenses of the Account Owner.

15. I understand and agree that there is no guarantee or commitment that any Investment Option will continue to be offered for the entire period my Account is open, or that the Investment Options will continue to be comprised of the same Underlying Investments. I acknowledge that the Program may select Underlying Investments from additional and/or different providers other than the current investment managers. I acknowledge that if this occurs, or even if it does not, there is no assurance that I would not experience a material change to the terms and conditions of the current Agreement, including to the Investment Options offered by the Program, services provided, and the fees and expenses of the Program.

16. I understand and agree that the Recordkeeper and other service providers will not necessarily continue in their roles for the entire period the Account is open and that the Administrator may retain in the future additional and/or different service providers for the Program. I acknowledge that if this occurs, or even if it does not, there is no assurance that I would not experience a material change to the terms and conditions of the current Agreement, including to the Investment Options offered by the Program, services provided, and the fees and expenses of the Program. I understand that the Account, including assets and records, may be transferred to a different Recordkeeper at the Administrator's direction in the event of a change in Recordkeeper.

17. I understand and agree that I have not been advised by the Program Administrators to invest, or to refrain from investing, in a particular Investment Option. I understand that the Program Administrators cannot provide me with any investment, legal, financial, benefits, or tax advice.

18. I understand and agree that I am solely responsible for determining which ABLE program is best suited to the Account Owner's needs and objectives. I understand that the Investment Options within the Program may not be suitable, and that the Program may not be suitable or appropriate, for all investors as a means of saving and investing for disability expenses. I have determined that an investment in the Program is a suitable and appropriate investment for the Account Owner as a means of saving for Qualified Disability Expenses. I have considered the availability of alternative investment vehicles, including other ABLE programs.

19. I understand and agree that the Program is the record owner of the shares of any mutual funds or other investment in which each Investment Option, other than the Checking Account and FDIC Insured Savings Account, is invested and that I will have no right to vote, or direct the voting of, any proxy with respect to such shares.

20. I understand and agree that I cannot use the Account as collateral for any loan. I understand that any attempt to use the Account as collateral for a loan is void. I also understand that the Program will not lend any assets to me. Except as described in the Program Description, I will not assign or transfer any interest in the Account. I understand that, except as provided under applicable law, any attempt to assign or transfer that interest is void.

21. I understand and agree that the Program Administrators do not have any duties to me to perform any action other than those specified in this Agreement or the Program Description. The Administrator or Recordkeeper may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by me or another authorized person and may assume that the authority of any other authorized person continues in effect until the Administrator or Recordkeeper receives written notice to the contrary. The Program Administrators have no duty to determine or advise me of the investment, legal, financial, benefits, tax, or other consequences of my actions, or of its actions

in following my directions, or of its failing to act in the absence of my directions. The Account and this Agreement are subject to the rules and regulations as the Administrator may promulgate in accordance with state law. All decisions and interpretations by the Administrator, Recordkeeper, and the Program Administrators in connection with the Program shall be final and binding on the Account Owner, Authorized Individual(s), Interested Parties, personal representative(s), executor(s), and any successors. I understand that so long as the Recordkeeper is engaged by the Administrator to perform services for the Program, the Recordkeeper may follow the directives of the Administrator. When acting in such capacity, the Recordkeeper shall have no liability to me or my Authorized Individual(s).

22. I understand and agree that the earnings portion of Non-Qualified Withdrawals will be subject to federal and state income taxes and potential tax penalties. I further understand that Non-Qualified Withdrawals may not be disregarded by means-tested benefits programs.

23. I understand and agree to the fees, charges, or penalties applicable to the Account, and acknowledge they may change in the future.

24. I understand and agree that the Program is intended to be a "qualified ABLE program" under Section 529 of the IRC and the Program is intended to receive favorable federal and state tax treatment. I agree that the the Administrator may make changes to the Program, this Agreement, and the Program Description at any time, including without limitation, if it is determined that such changes are necessary for the continuation of the federal income tax treatment provided by Section 529 of the IRC or the favorable state tax treatment provided by state law or any similar successor legislation.

25. I understand and agree that the Program Administrators, individually and collectively, are not liable for: (i) any changes to Applicable Law that would cause a failure of the Program to qualify or to remain a qualified ABLE program under the IRC including any subsequent loss of favorable tax treatment under state or federal law; (ii) any loss of funds contributed to the Account or for the denial to the Account Owner of a perceived tax or other benefit under the Program, the Program Description or the Enrollment Form; or (iii) loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, or other conditions beyond their control.

B. Statutes, Policies, and Operating Procedures

The Account and this Agreement are subject to, and incorporate by reference, all Applicable Law, including (without limitation) Section 529 of the IRC, the ABLE Act, the Tax Regulations, the Enabling Legislation, any regulations, policies, and operating procedures adopted for the Program by the Administrator, any amendments to the Enabling Legislation, other applicable statutes or these policies and operating procedures, and any rules or regulations as the Administrator may promulgate in accordance with state law, including operating procedures or provisions under the Enabling Legislation to prevent contributions on behalf of an Account Owner in excess of the Annual Contribution Limit or the Maximum Account Balance Limit.

Any amendments to relevant statutes, regulations, policies, or operating procedures automatically amend this Agreement, and shall become effective no later than the effective date of the Applicable Law, regulation, policy, or operating procedure.

C. Indemnity

I understand that the establishment of the Account will be based upon the agreements, representations, and warranties set forth in this Agreement. I agree to indemnify and hold harmless each of the Program Administrators from and against any and all loss, damage, liability, or expense, including reasonable attorneys' fees, that any of them may incur by reason of, or in connection with, any misstatement or misrepresentation made by me in this Agreement or otherwise with respect to the Account, and any breach by me of any of the agreements, representations, or warranties contained in this Agreement. All of my agreements, representations, and warranties shall survive the termination of this Agreement.

D. Dispute Resolution

The Board's decision on any dispute, claim, or action arising out of or relating to an Account or benefits under such Account shall be considered a case decision under the Code of Virginia's Administrative Process Act (APA) and all proceedings related to such dispute, claim, or action shall be conducted pursuant to APA Article 3, including judicial review which shall be provided pursuant to APA Article 5.

E. Amendment and Termination

Subject to certain limitations, and except as otherwise provided herein, the Administrator may, at any time, and from time to time, amend this Agreement or the Program Description, or suspend or terminate the Agreement and the Program, by giving written notice of such action to the Account Owner, but Account assets may not thereby be diverted from the exclusive benefit of the Account Owner except as permitted by Applicable Law. Nothing contained in this Agreement or the Program Description shall constitute an agreement or representation by the Administrator, on its own behalf or on behalf of the Recordkeeper, that it will continue to maintain the Program indefinitely. If the Program is terminated, the balance of each Account will be paid to the Account Owner, to the extent possible, and any unclaimed assets shall be delivered by the Administrator in accordance with any Applicable Law. If the Account has not been terminated and the Account is presumed abandoned by Applicable Law and regulations, the Administrator, after making reasonable efforts to contact the Account Owner or their agents, and any Authorized Individuals, shall report the unclaimed money in the Account to the extent required by any Applicable Law.

F. Miscellaneous

1. **Binding Nature; Third-Party Beneficiary.** The Recordkeeper and other service providers to the Program are third-party beneficiaries of the agreements, representations, and warranties in this Agreement. This Agreement shall survive the death of any individual Account Owner and shall be binding upon any executors or administrators, as applicable.

2. **Severability.** If any provision of this Agreement or the Program Description is held to be invalid, illegal, void, or unenforceable, by reason of any law, rule, or administrative order, or by judicial decision, such determination will not affect the validity of the remaining provisions of this Agreement.

3. **Headings.** The heading of each section, paragraph, and provision in this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such section, paragraph, and provision.

4. **Governing Law.** This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Virginia, without regard to choice-of-law rules. The Account Owner's or the Authorized Individual's execution of the Enrollment Form shall constitute execution of this Agreement. All parties agree that exclusive venue and jurisdiction for any court proceedings related to this Participation Agreement or the ABLEnow Program shall be in state court in the City of Richmond, Virginia.

Pricing and Services Applicable to the Checking Account

General Terms & Conditions Applicable to the Checking Account

Debit Card Agreement

Privacy Policy

How to Contact Us



FIFTH THIRD

Fifth Third Bank, National Association. Member FDIC. Equal Housing Lender. Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp

4910-4140-6004.1

PRICING & SERVICES APPLICABLE TO THE CHECKING ACCOUNT

Have questions about the Checking Account? Call us at **1-888-516-2375**.

Account Opening & Usage Fees		
Monthly Service Charge	$2	Can be waived by meeting either of the following: • Enroll in electronic statement delivery. • Maintain an average monthly balance of at least $250.
Funding Requirement	$0	No minimum deposit needed to open the Checking Account and no minimum balance required to keep the account open.
ATM & Debit Transaction Fees		
Fifth Third & Partner Networks ATM Fee	$0 – no fee	Fifth Third Bank is part of a nationwide network of ATMs that charge no fees to Customers of Fifth Third Bank. Use your Fifth Third debit or ATM card to conduct no-fee transactions from ATMs listed on our ATM locator on 53.com or our Mobile Banking app.
Non-Fifth Third ATM Fee	$3 for U.S. transactions $5 for international transactions.	Transactions include transfers, cash withdrawals, and purchases made at a non-Fifth Third ATM. Other ATM network owners may also assess a usage fee.
International POS/ATM Transaction Fee	3% of transaction amount.	See Debit Card Agreement section
Currency Conversion Fee	0.20% of transaction amount.	See Debit Card Agreement section
Debit Card Services		
Notched ABLE Debit Card	$0 – no fee	
Debit Card Replacement Fee	$0 – no fee $30 – Expedited card shipping (by request)	
Non-Fifth Third Cash Advance Debit Card Fee	Greater of $5 **or** 3% of the transaction amount, up to maximum $10.	
Payments & Services Miscellaneous Fees		
Checkbook Fee	$6	If ordering a starter pack checkbook, the fee will be deducted from the Checking Account. The checkbook will be shipped when the balance of the Checking Account is at least $25.00.
Stop Payment	$33 per item	
Processing Garnishment, Attachment, or Levy	$80 each, or maximum amount allowed under state law, whichever is less.	
Overdraft Fees		

Overdraft Fee	$0 – no fee	
Returned Item Fee	$0 – no fee	The Checking Account will not be charged a fee if we return your checks and payments unpaid.
Wire Transfer Fees		
Outgoing Wire Transfers *(Domestic Wire in U.S. Dollar currency)*	$30 each	Exchange rates, other bank fees, and taxes may apply.
Outgoing Wire Transfers *(Foreign Wire in Foreign currency)*	$50 each	Exchange rates, other bank fees, and taxes may apply.
Outgoing Wire Transfers *(Foreign Wire in U.S. Dollar currency)*	$85 each	Exchange rates, other bank fees, and taxes may apply.
Obtaining Account Information		
Copy of Check or Statement	$0 – no fee	Up to 24 most recent months available through online banking.
Copy of Check Images Mailed with Monthly Statement	$0 – no fee	

INTEREST INFORMATION

Current Interest Rates for the Checking Account		
Checking Account Balance	**Interest Rate**	**APY***
$0.01 - $9,999	0.01%	0.01%
$10,000 - $24,999	0.01%	0.01%
$25,000 - $49,999	0.01%	0.01%
$50,000 and greater	0.01%	0.01%

* The Checking Account earns interest. Please visit 53.com/ABLE for the interest rates and annual percentage yields (APY). At the Bank's discretion, the Bank may change the interest rate and APY at any time on the Checking Account without notice. Interest begins to accrue no later than the business day funds from the Recordkeeper post to the Checking Account. Interest on the Checking Account will be compounded continuously and credited monthly. The Bank uses the daily balance method to calculate interest on the Checking Account. This method applies a daily periodic rate to the balance in the Checking Account each day. When the Checking Account is closed the Account Owner will forfeit any accrued interest.

Defined Terms

In these Fifth Third Bank disclosures, several words are used repeatedly. For purposes of these Fifth Third disclosures, these words are defined as follows:

- "**ACH**" means funds transferred to or from your account through an automated clearing house network, which may include direct deposits of payroll or government benefits like Social Security.
- "**ATM**" (Automated Teller Machine) means an electronic device that performs banking services, which may include deposits, withdrawals and balance inquiries.
- "**Bank,**" "**we**" and "**us**" means Fifth Third Bank, National Association and any affiliate of Fifth Third Bancorp.
- "**Bank Affiliate**" means any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns.
- "**Business Day**" means Monday through Friday excluding federal holidays and any other days on which the Bank is permitted or required to be closed.
- "**Card**" means one or more debit cards or any other access device issued or approved by us for use in

conjunction with an ATM, banking terminal, electronic funds transfer device, Internet access product, line of credit account or any Fifth Third debit program.

- "**Customer,**" "**you**" and "**your**" means each Account Owner or Authorized Individual or anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Checking Account.
- "**Debit Card User**" means you and any other person you authorize or permit to use the Card.
- "**Deposit**" means any transfer of money into the checking account.
- "**Item**" or "**Items**" means all transactions, credits and debits to your account, including but not limited to checks, fees, service charges, ACH entries, funds transfers, cash withdrawals, Card purchases, online banking transactions, wire transfers and other amounts that are added to or subtracted from your account balance.
- "**Losses**" means any losses, costs, liabilities, claims, damages or expenses (including reasonable attorneys' fees and court costs).
- "**PIN**" means a four-digit personal identification number for your Card. Some merchants and ATMs may require a PIN when you use your Card.
- "**Withdrawal**" means any transfer of money out of the checking account in cash or for payment to a third party.

GENERAL TERMS & CONDITIONS APPLICABLE TO THE CHECKING ACCOUNT

The Checking Account or "checking account" is offered as an Investment Option under the Program and administered by Fifth Third Bank, National Association. Checking accounts are owned by the Program for the benefit of the Account Owner. Account Owners who select the Checking Account may access checking account information and authorize withdrawals from the checking account, subject to these Terms and Conditions with Fifth Third Bank, National Association. Under no circumstances may any interest in the checking account be sold, exchanged, or used as security or collateral for a loan.

In addition, the checking account is subject to the terms and conditions of the Program as set forth in the Program Description which contains important information about the Program and the Checking Account, and limitations on your ability to contribute, withdraw, or transfer funds to and from the checking account. In the event any of the General Terms & Conditions applicable to the Checking Account materially conflict with any other information in this Program Description, the other information in the Program Description shall control.

DEPOSIT ACCOUNT RULES & REGULATIONS APPLICABLE TO THE CHECKING ACCOUNT

Checking Account Ownership

1. **Changes in Ownership, Signers.** Checking accounts and Cards are not transferable except as otherwise agreed in writing. Assignments and encumbrances other than indebtedness owing to the Bank must be consented to by the Bank after receipt of written notice from the Customer. Contact the Program for any request to change information related to the checking account.
2. **Disputed Ownership**. In the event the ownership of the checking account or signing authority on a checking account is in dispute for any reason, including but not limited to lost or destroyed account documentation, and/or in the event of a conflict between Account Owners and/or Authorized Individuals, the Bank reserves the right to take action, which may include, without limitation, one or more of the following: instituting legal proceedings; freezing or placing a hold on the checking account until such time as the dispute or conflict is resolved.

Basic Terms

1. **Reporting Errors or Unauthorized Transactions.** You agree to carefully examine and reconcile your checking account statements. You must notify us in writing within thirty (30) days after we mail or otherwise make your statement available of any discrepancy or error on your statement. This includes, but is not limited to, any unauthorized or altered check on your statement, any errors on your statement, or Items that may have been forged or counterfeit. You must also notify us within thirty (30) days if you fail to receive a scheduled statement. Since you are in the best position to prevent and discover an unauthorized transaction or error, you agree that we will not be liable if: (i) you did not exercise ordinary care in examining your statement; (ii) we did not receive timely notice of a discrepancy, error or unauthorized transaction; or (iii) the Items were forged, counterfeited or altered in a manner such that a reasonable person could not detect it. In addition, if you fail to report an unauthorized transaction within thirty (30) days as provided herein, the Bank will not be liable to you for any subsequent unauthorized transactions on your account by the same person. You assume all liability for unauthorized signatures produced by a facsimile signature device or stamp. The thirty (30) day notice requirement described herein does not limit our rights to attempt to collect on unauthorized or altered checks from other banks, clearing organization, or other party or otherwise attempt recovery from any party.
2. **Statements and Notices.** Your Checking Account statements may be mailed or made available to the last known address in the Bank's records or made available via other means, such as online banking. Cancelled checks and original deposit account documents will not be provided in Checking Account statements, but reproductions will be available upon request. Such requests will not extend the thirty (30) day timeframe within which Customer must notify Bank of errors, discrepancies or unauthorized transactions shown on their Checking Account statement.
3. **Freezing Your Checking Account, Blocking or Delaying Transactions.** We may reject, freeze, reverse or delay any transaction to or from the checking account or place a hold on some or all of the funds in your checking account if we believe it may be subject to irregular, fraudulent, illegal or unauthorized activity or we otherwise believe that such action is necessary to avoid Losses or reduce risk to us or you. We will not be liable for actions taken pursuant to this paragraph or for any costs or fees incurred by any delay. This paragraph does not imply that the Bank has an obligation to monitor accounts or transactions.
4. **Closing Your Checking Account.** The Bank may, at any time, immediately close the checking account of any Customer. If a checking account is closed for any reason before interest is credited, the checking account will not receive any accrued interest. Any Items presented for payment on your checking account after it is closed will be returned unpaid. We will not be liable for any Item presented after a checking account has been closed. We may temporarily re-open a closed checking account for administrative purposes only to post Items that were presented prior to the checking account closure, or to resolve a dispute concerning your checking account, even if doing so results in your checking account becoming overdrawn. You are liable for any overdrawn amounts. The Deposit Account Rules continue to govern matters related to your checking account even after your checking account is closed.
5. **Shared Access.** You understand that when you permit another person to access your checking account in any manner, your checking account information (including personal or confidential information such as your transaction history or account status) may be made available to that person. You acknowledge and agree that taking these actions constitutes your consent to the disclosure of your checking account information to such persons and that we are not responsible for such disclosure.

Overdrafts and Posting Order

1. **Overdrafts.** An overdraft occurs when the available balance in your checking account is not enough to cover your payments and purchases or your use of the checking account. We have no obligation to pay an Item unless you have enough available funds in your checking account in accordance with the *"Funds Availability Policy"* section. If an Item is presented and the available balance in your checking account is not enough to cover it, we may return the Item unpaid. Debit card transactions can be delayed from time of authorization until time of posting. We will reject a debit card authorization if it will turn your balance negative. However, we cannot reject a posting record even if it overdraws your account. We will not charge a fee if we reject or accept the transaction.

2. **Posting Transactions to the Checking Account.** The order in which Items are posted to your checking account affects your available balance. When a deposit or other credit is posted to your checking account, it increases your available balance. When a withdrawal or other debit (including a fee or service charge) is posted to your checking account, it reduces your available balance. We post Items to your checking account using automated systems. While we receive Items throughout the day, we generally treat them as if we received all Items at the same time at the end of the Business Day and apply them as described below to calculate whether your checking account is overdrawn. We look at your checking account only once to determine if an Item would cause your checking account to become overdrawn.

   The order in which we post Items to your checking account is different than the order in which you conducted them or we received them. You agree that we have discretion to determine the posting order for Items processed for your checking account and we may change our posting order at any time.

3. **Impact of Holds, Pending Transactions.** The availability of funds to pay Items posted to your checking account is described in the *"Funds Availability Policy"* section. Holds such as Card authorizations, legal process holds, and other pending transactions may reduce the available balance in your checking account. When funds are subject to a hold, those funds are not available to pay other Items. For example, if your checking account has an available balance of $100 and a hold is placed for a one-time Card authorization of $70, your available balance would be $30 to cover any other Items posted to your checking account. If a $50 check is presented to us that same Business Day, your available balance would not be enough to cover the check, and we may return the check unpaid.

   The available balance in your checking account may change between the time you authorize a transaction and when that Item is paid. There can be multiple days in between the authorization of a Card transaction and when that Item is presented to us for payment. In addition, the amount of a pending transaction may not match the actual amount of the Item when it is posted to your checking account. For example, transactions with some merchants (including gas stations and restaurants) may involve an initial hold for a dollar amount that could be higher or lower than the final amount of the posted Item. We generally do not show holds or distinguish between available and unavailable funds in your checking account balance on your statement, so when you review your statement, it may appear that your checking account balance was sufficient to pay an Item.

4. **Posting Order.** We group Items into categories based on the Item type and post them to your checking account in the order shown below at the end of each Business Day. If there is not enough money in the checking account at the end of the day to cover all of your posted debits, then we consider transactions in the following order:

Please note that the examples in this table are intended to be representative of the most common types of Items within each category. Other Items may be posted to your checking account even though not specifically listed below.	
1. FIRST **Add Credits**	Credits include: • Contributions • Refunds • Returned Items
2. SECOND **Subtract Time-Stamped Debits**	Time-stamped debits generally are debits that are authorized at the time the transaction is made and are later presented to us for payment. These debits appear in your checking account as pending transactions until they are posted. Time-stamped debits include: • ATM withdrawals • One-time Card purchases • Electronic Banking transfers to another Fifth Third account Time-stamped debits are posted in ***chronological order***. Sometimes, debits of this nature may be submitted without a corresponding timestamp. In that case, they will post after debits with timestamps, from smallest to largest dollar amount.
3. THIRD **Subtract other debits**	All other debits that are not categorized as time-stamped debits (above) or Bank fees (below) are in this category, which includes: • Checks you've written • Withdraws initiated by the Recordkeeper, including the Annual Account Maintenance Fee • Electronic Banking transfers to a non-Fifth Third account • Outgoing ACH transfers (e.g., automatic bill payments) • Outgoing wire transfers These other debits are posted from ***smallest to largest dollar amount***.
4. FOURTH **Subtract Bank fees and service charges**	Fifth Third Bank's fees and service charges are subtracted last.

Processing Deposits and Funds Availability Policy

1. **Processing Deposits.** Deposits to the Checking Account are limited to contributions made through the Program. The following transactions are NOT permitted on the checking account:
    - Deposits made in person at a Fifth Third Bank branch location.
    - Deposits made at an ATM
    - Mobile deposits
    - Direct deposits
    - Electronic (ACH) credits
2. **Funds Availability.** Once the funds from your deposit are available, you can withdraw them in cash, and we will use them to pay Items that post to your account. Contributions must be made directly to the Program or its designee and will be held in a non-interest-bearing account prior to transmission to Fifth Third. The contribution will be made available for withdrawal from the Checking Account on the sixth Business Day. When you transfer funds from another Investment Option into the Checking Account, your funds will become available on the second Business Day. Funds received after certain cut-off times may be

credited the next Business Day. See Section 6 of the Program Description for additional information.

Processing Withdrawals

1. **Cashing Checks.** You agree that we may charge a charge a fee and require satisfactory identification as conditions to cashing a check written on your checking account for any payee that does not have an account with us. You also agree that we may refuse to pay any such check if the payee refuses to comply with either of these conditions.
2. **Checks with Legends or Restrictions.** You agree that we may disregard legends or restrictions on checks, such as "paid in full" or "not valid after 30 days," and pay the check even if the legend or restriction has not been satisfied. We will not be liable to you for any Losses that result from a legend or restriction on a check or from our failure to abide by any such legend or restriction.
3. **Converting Checks to Electronic Debits.** Under certain circumstances, your check information can be converted to electronic information by merchants, banks, or others. Merchants may use check information such as routing, account, and serial numbers to make an electronic presentation against your checking account and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lock box for processing. If you give information about your checking account (such as the routing number and account number) to a merchant, we may presume any debit initiated by the merchant to whom you gave the information is deemed authorized. If any of your checks are converted to an electronic presentment by others, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check. Also, we shall have no liability to you for duplicate payments if a paper check and an electronic presentment are both presented to us for payment. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented Item under applicable law, nor does it affect your legal rights to recover a duplicate payment from the merchant or other payee.
4. **Stale-Dated and Post-Dated Checks.** We are not required to pay a stale-dated check (a check presented more than 6 months after its date of issuance), but we may pay any such check and charge it to your checking account. We are also not required to pay a post-dated check (a check dated in the future), but we may pay any such check and charge it to your checking account even if it is presented before the date stated on the check. We assume no liability for the payment of stale-dated or post-dated checks unless we receive a stop-payment request as described in the *"Stop Payment Orders"* section. It is Customer's obligation to remove a stop-payment order for a post-dated Item once the Item is no longer post-dated.
5. **Review of Checks and Signatures.** We use automated check processing procedures and do not individually examine most checks. You agree that we can process checks based on the Magnetic Ink Character Recognition ("MICR") data printed at the bottom of the check (includes the routing number, checking account number, and check number) without individually examining the date, signatures, legends, or endorsements, and that we have exercised ordinary care if we examine only those checks that we have identified for review based on our internal criteria as it may be updated from time to time. You agree that automated processing of your checks is reasonable and that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of the original check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your checking account (for example, if you think that we withdrew the wrong amount from your checking account or that we withdrew money from your checking account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your checking account is an interest- bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your checking account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your checking account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your checking account, contact us. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the checking account statement showing that the substitute check was posted to your checking account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

Electronic Banking Services Other Funds Transfers

1. **Electronic Banking Services.** The Bank offers a variety of Electronic Banking Services to assist you in managing your account. "Electronic Banking Services" are those services that allow you to access your checking account using ATMs, computers, phones, Cards, and other devices to make transfers or withdrawals from your checking account. Generally, any Customer may use any Electronic Banking Service; however, some services may not be available to ABLE Customers and accounts. A separate agreement may be required for certain Electronic Banking Services, including separate agreements for Online and Mobile Banking Services. Any such separate agreement or specific service terms provided for any Electronic Banking Services will control to the extent of any inconsistency with the terms in this *"Electronic Banking Services"* section. For additional provisions relating to your Card, see the *"Debit Card*

Agreement" section.

a. Protection of Security Credentials. Customer agrees to keep confidential all checking account and personal identification information, passwords, access codes, PINs and other security devices necessary for us to provide you Electronic Banking Services (collectively, "security credentials"). Each Customer, who is issued security credentials is a user of all applicable Electronic Banking Services (individually, a "User" and collectively, "Users"). Your sharing of your security credentials with any other person is your authorization for that person to be considered a User by us and your acknowledgement and agreement that we may rely on any instructions provided by that User regarding your checking account. Except as otherwise provided herein, Customer will be responsible for all Electronic Banking Services initiated using Customer's security credentials and/or by a User unless and until Customer has notified Bank that such use is unauthorized, and Bank has had a reasonable opportunity to act upon such notice. Bank reserves the right to refuse or terminate Customer's (or any of Customer's Users) permission to use any or all of the Electronic Banking Services at any time in Bank's sole discretion.

b. Governing Law. Notwithstanding any governing law provision that may be provided, the laws of the United States and the Program govern this Agreement regardless of the Customer or User's place of residence or the state where the account is located, and all funds transfers are agreed to be originated within the State of Ohio. Customer and User hereby consent to service of process, personal jurisdiction and venue in the state and federal courts in Cincinnati, Ohio and Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under these Terms & Conditions.

2. **Electronic Funds Transfer Disclosures.** The Electronic Funds Transfer Act and Regulation E, Subpart A require banks to provide certain information to consumers regarding electronic funds transfers (defined below). This "Electronic Funds Transfer Disclosures" section applies to any electronic funds transfer from a checking account.

   An "electronic funds transfer" or "EFT" is any transaction that is accomplished electronically to debit or credit a checking account, as well as all transfers resulting from Card transactions. Examples of EFTs include the following:

   - Card transactions
   - Digital Banking Services, including Online and Mobile Banking
   - Electronic transfers using your account number, such as bill payments to third parties
   - Telephone transfers

   Please note that not every automatic or pre-authorized withdrawal using an Electronic Banking Service is an EFT. Some of these transactions involve a third-party mailing the Bank a check or draft and, therefore, are not EFTs covered by this "Electronic Funds Transfer Disclosures" section. However, all Card transactions are covered, even if an electronic terminal is not involved at the time of transaction. For additional provisions relating to your Card, see the "Debit Card Agreement" section.

   a. Consumer Liability. Tell us AT ONCE if you believe your Card or password/PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) Business Days after you learn of the loss or theft of your password/PIN, you can lose no more than $50 if someone used your password/PIN without your permission.

      If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password/PIN, and we can prove we could have stopped someone from using your password/PIN without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make or that were not authorized by you, including those made by PIN, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

b. Transfer Types and Limitations.

Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases.
- Pay bills.

Authorization to Convert to an EFT. When you provide the Bank a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your checking account or to process the payment as a check transaction.

Limitations on frequency of transfers: We reserve the right to impose limitations for security purposes at any time.

Limitations on dollar amounts of transfers: We reserve the right to impose limitations for security purposes at any time.

c. Fees: We reserve the right to impose a fee and to change fees upon notice to you. A fee may be imposed by an automated teller machine (ATM), and by any network used to complete the transaction, when you initiate an electronic fund transfer or make a balance inquiry.

d. Confidentiality. We will disclose information to third parties about your checking account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your checking account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- In order to comply with applicable laws, network rules, or third-party service provider terms and conditions or
- If you give us your written permission.

e. Right to Receive Documentation of Transfers.

Preauthorized credits: If you arrange to have direct deposits made to the account at least once every sixty (60) days from the same person or company, you can contact us to find out whether or not the deposit has been made. Contact the Program in order to process direct deposits to the Checking Account.

Periodic statements: You will get a monthly checking account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

ATM transfers: You will get a receipt at the time you make any transfer from your checking account using one of our ATMs or point-of–sale terminals.

f. Pre-authorized Transfers.

Right to Stop Payment of Pre-Authorized Transfers: If you have told us in advance to make regular payments from your checking account, you can stop any of these payments.

Procedure to Stop Payment of Pre-Authorized Transfers: Contact us in time for us to receive your

request three Business Days or more before the payment is scheduled to be made. To do so, you can call us at 1-888-516-2375 or write to: Customer Service Department, Fifth Third Bank Madisonville Operations Center - MD 1M0C3A, Cincinnati, OH 45263 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. The telephone number will be shown on your periodic statement. We may also require that you put your request in writing and get it to us within fourteen (14) days after your telephone call. We will charge you a fee for each stop payment order.

*Notice of Varying Amounts***:** If these regular payments vary in amount, the person whom you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits you set. We suggest that you contact the person you are going to pay directly to discuss this matter.

Bank's Liability for Failure to Stop Payment: If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses. The Bank will honor only the exact information given us; otherwise, the Bank is not responsible.

g. Error Resolution. ***In case of errors or questions about your electronic transfers,* contact us as soon as you can** at the appropriate address or phone number listed in the "*How to Contact Us*" section.

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared:

- Tell us your name and checking account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your checking account.

For errors involving new checking accounts opened within thirty (30) days or less, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new checking accounts, we may take up to twenty (20) Business Days to credit your checking account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

3. **ATM Safety Disclosures.** As with all financial transactions, discretion should be applied when using an ATM or night deposit facility. For your safety, you should always remain alert and be cognizant of your surroundings, particularly during hours of darkness, when you should have another person accompany you to use an ATM if possible. Remember to keep your PIN confidential and refrain from displaying cash that you withdraw. You should immediately place cash in your pocket and count it in the safety of a locked enclosure such as your car or house. If you are ever confronted with suspicious activity when engaging in

an ATM transaction, you should stop your transaction and use another ATM machine or conduct your transaction at another time.

Also, you should immediately report this occurrence, as well as any crime that you may observe, to your local police department or to the operator of the ATM. Additionally, if you observe that an ATM's lights have gone out or other safety precautions are not in place, please report this to the operator of the ATM.

OTHER TERMS

1. **Compliance with Laws.** You agree to comply with all applicable laws and regulations, including U.S. economic sanctions and regulations issued by the Office of Foreign Assets Control. You are prohibited from processing any illegal transactions through any Fifth Third Bank account or relationship, including those prohibited under the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. 5361 et seq. You agree to indemnify us from any Losses we incur due to any U.S. or foreign government entity seizing, freezing, or otherwise asserting or causing us to assert control over any checking account or funds in a checking account of yours when purportedly caused by your action or inaction. Transactions in your checking account are also subject to applicable clearing house and Federal Reserve rules and regulations.
2. **English document controlling.** Any translation of the Deposit Account Rules is provided only for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English version. The English version is the document that will govern the relationship between you and the Bank.
3. **Legal Process, Subpoena, Levy.** If a checking account or checking account funds become involved in any dispute or legal proceedings, including but not limited to disputes or proceedings challenging the ownership or custody of the account and/or the ownership or custody of account funds, the use of the checking account may be restricted. The Bank shall not be liable for any damages to Customer by reason thereof, providing the Bank shall have acted in good faith.
4. **Records**. Customer agrees that except where a shorter time is permitted by applicable law, Bank is not required to retain records of any transaction for more than seven (7) years after receipt of the Item and Customer and Customer's heirs, assigns, and personal representatives release Bank from any liability therefor on Customer's behalf. The Bank may retain records in any form, including electronically. In the event the Bank is unable to produce a record of a document relating to your account, or there is a discrepancy between your records and the Bank's records, you agree that the Bank's records will be deemed conclusive.
5. **Stop Payment Orders.** A fee will be charged for any stop payment order. See your fee schedule for the amount of this fee. A stop payment order will be accepted only if sufficient information is given at the same time of request to reasonably allow Bank to honor the request. The Bank is not responsible for stopping payment on an Item if you do not provide the specific information necessary to identify the Item or if you provide inconsistent information. Stop payment orders will not be effective until the Bank has recorded the information on your checking account and has had sufficient time to enforce the order. We may require you to confirm any verbal stop payment order in writing within fourteen (14) days and if you fail to do so, your verbal stop payment order will expire and no longer be effective. A stop payment order will not be effective if the Bank has already paid, certified or otherwise become responsible for the Item. Computer-generated checks without MICR line cannot be stopped.

   When placing a stop payment order, you agree to indemnify us for all Losses we incur due to our refusal to pay the Item. You acknowledge that our refusal to pay an Item may be a dishonor under the UCC and you agree that we shall have no liability for Losses arising from acting on your instructions to stop payment on an Item, including with respect to any holder in due course.

   A stop payment order is effective for six (6) months. When the stop payment order expires, the Bank may pay the Item and has no duty to notify Customer. If Bank re-credits the checking account after payment

over a verbal and timely stop payment order, Customer agrees to transfer all rights against the payee or other holder of the Item to Bank and will assist Bank in legal action taken against such person. Customer agrees that Bank will not be obligated to re-credit the account if Customer received anything of value for the Item.

6. **Telephone Calls, Monitoring and Recording.** To the extent permitted by applicable law, you consent that we may contact you at any telephone number that you have given to us, any number that you have called us from, or any number we have for you in our records, including your cellular or other wireless device, to service your account or for collection purposes. We have your permission to contact you by any means available, including by text message. You also agree that we may contact you using prerecorded messages or automatic dialers. When we use the words "we" and "us" in this paragraph, we are also referring to Bank Affiliates and Bank's agents and service providers. If you give us an email address, you also consent to our contacting you by email. You authorize us to monitor and record telephone conversations and other electronic communications that you have with us and our representatives.

DEBIT CARD AGREEMENT

If you choose to receive a debit card with the Checking Account, the following terms apply.

a. Your Responsibility. You assume responsibility for all transactions arising from authorized use of the Card by any Debit Card User, whether such use is with an ATM, banking terminal, electronic funds transfer device, any debit program or any other means of access. If you have authorized another person to use the Card in any manner, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds to or from the checking account, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including, without limitation, notifying the Debit Card User and contacting us to inform us that the Debit Card User is no longer authorized. Use of the Card via PIN with an ATM allows the Debit Card User access to all associated accounts.

b. Your Responsibility for Users. You are solely responsible for selecting Debit Card Users. You must require each Debit Card User to comply with the terms and conditions of the Deposit Account Rules and you are responsible for the failure of any Debit Card User to so comply. You acknowledge and agree that you are responsible for retrieving the Cards if you revoke a Debit Card User's authority to use a Card. Except as otherwise limited in the Deposit Account Rules, you will remain responsible for all Card transactions.

c. Your Agreement to Pay. You agree to pay us on demand for all purchases made and, services rendered by or to, and any cash advances made by or to any Debit Card User. Cancellation of a Card or termination of the checking account shall not excuse your obligation to pay for all purchases or other transactions incurred against or in connection with the account through the effective time of the cancellation or termination.

d. Cancellation and Termination. You may cancel your Card at any time by writing to us at the address provided in your account statement, calling the number on the back of your Card, or visiting your nearest branch. However, the Deposit Account Rules shall remain in effect for purchases made and services rendered, and you will immediately surrender or destroy the Card(s) upon our request. We may cancel the Card at any time without notice. If we do so, all Debit Card Users will surrender or destroy the Cards immediately upon our request or the request of our agent. We reserve the right to refuse or terminate your use of the Card in our sole discretion at any time and without notice.

e. Waiver. Except as may be prohibited by applicable law, you hereby waive as against the Bank all claims, defenses, rights and offsets that you or any Debit Card User now or hereafter may have against any merchant or other payee for merchandise or for services acquired by use of the Card or through any Electronic Banking Service.

f. Transaction Limitations. We may, from time to time, limit the type, number and dollar amounts of any

checks, drafts, withdrawals or transfers made by Debit Card Users, notwithstanding the amount in the checking account, and terminate or suspend the operation of any or all electronic funds transfer devices or merchants, without notice, unless required by applicable law.

g. Fees. We reserve the right to institute a standard charge or charges for the issuance, reissuance or use of the Cards or for the reinstatement of any Card privileges which have been suspended, as well as an annual fee and per item fee for each transaction. You agree to pay such charges and fees.

h. Fraud. Use of a Card after notice of its cancellation is fraudulent and will subject you or any Debit Card User of the Card to legal proceedings.

i. Types of Available Transfers and Limits on Transfers. You or any Debit Card User may use the Card and PIN to:

- Withdraw cash from the checking account;
- Transfer available funds from your checking account to another Fifth Third Bank checking or savings account at an ATM;
- Transfer available funds from your checking account through online banking or Electronic Banking via telephone;
- Pay bills directly from your checking account to parties that have been notified and have agreed to accept your payments, provided that you make these payments in accordance with the procedures set forth by us;
- Pay for purchases at places that have agreed to accept the Card; or
- Some of these services may not be available on all checking accounts or at all terminals. In addition, we will accept preauthorized transfers from the checking account in accordance with procedures set forth by us.

j. Use of Card for a Service. If you use the Card for a Bank-approved service such as telephone banking, Internet access product or point-of-sale service, and we approve such use of the Card, you agree to the transfer of money in the checking account to the accounts of third parties you designate. Such transfer will be made upon your instructions by use of a telephone or by other means acceptable to us. You agree to allow a reasonable period of time (at least five (5) Business Days) for a third party to receive the payment. You agree that we will not be responsible for any delays caused by mail service or any third party. In no case will we be liable for any interest or late payment charges assessed by a third party or termination of service caused by a delay in a third party's receiving or processing a payment. You agree to notify the Program and us of any change in your address or account with a third party, including change of account number.

k. Ownership of Card. The Cards are not transferrable and remain the property of the Bank.

l. Lost or Stolen Card. You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card without your permission. IN NO EVENT WILL YOU WRITE YOUR PIN ON THE CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL KEPT WITH THE CARD.

m. Foreign Currency Transactions. A foreign transaction is a transaction that occurs or is submitted to us from outside the United States or in a foreign country. We will assess an international transaction fee equal to 3% of the U.S. dollar amount of each foreign transaction. The international transaction fee is in addition to the currency conversion fee assessed by Mastercard®. If a transaction is made in a foreign currency, Mastercard will convert the transaction into a U.S. dollar amount and assess a currency conversion fee equal to 0.20% of the transaction total. Mastercard will act in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, Mastercard regulations and procedures provide that the currency conversion rate is either (i) a wholesale market rate or (ii) a government-mandated rate in effect one day prior to the processing

date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

n. Additional Terms for Personal Debit Cards. The following terms apply to Cards linked to checking accounts. Cards linked to checking accounts are also governed by the *"Electronic Funds Transfer Disclosure"* section.

(i) *Use of Card in Connection with a Check that Will Be Dishonored*. You shall not use the Card for any purpose that aids the negotiation of a check that you know will be dishonored when presented for payment. You agree that if we purchase any check drawn or endorsed by you and verified by use of the Card, or duly endorsed or assigned to us by the payee or endorsee of such a check, and the check is thereafter dishonored, you will pay the amount of the check to us upon demand.

(ii) *Card Transactions*. The following additional terms and conditions apply to Card transactions:

- Use of the Card authorizes us to directly debit or credit the checking account for the amount of a Card transaction shown on the sales draft, receipt or other record of the transaction, regardless of whether you select the debit or credit option for the transaction, and to handle debit drafts in the same manner as we handle checks on the checking account.
- You agree to pay the Card transaction fees in effect for the account. We reserve the right to impose an annual fee upon notification to the Account Owner and/or the Authorized Individual.
- In consideration of the use of the Card, you agree that any sales drafts or withdrawal vouchers originated by use of the Card shall not be deemed to be Items on which stop-payment orders may be issued.

(iii) *Transfer Limits*. In addition to the limitations described in the *"Electronic Funds Transfer Disclosure"* section, the following limits apply to use of your Card:

- The Card carries daily limits on the dollar amount of purchases and ATM withdrawals you can make. Daily limits are assigned for your protection. To find more information on your daily limit or to lower your specific limit, please contact us. The standard daily purchase and cash limits are printed on the materials that come with the Card.
- We may adjust the daily limitations on cash withdrawals and purchases from time to time and subject to applicable law, based on periodic risk assessments or upon request. Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in the notice.

We make no warranties to you or any Debit Card User, express or implied, regarding the services provided under this *"Debit Card Agreement"* section, including without limiting the foregoing, warranties of merchantability or fitness for a particular purpose. In no event will we be liable to you or any Debit Card User for consequential, incidental, punitive, special or indirect damages or losses, including expenses, such as attorneys' fees, incurred by you or any Debit Card User by reason of using our services, regardless of whether such loss or damages was foreseeable or known to us. We will not be liable for any personal injury or tangible property damage suffered or incurred by you or any Debit Card User through use or attempted use of the Card at any terminal.

(iv) *In Case of Errors or Questions*. Contact us if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the first statement on which the error or problem appeared. We will attempt to answer your questions and correct any errors promptly.

IMPORTANT INFORMATION REGARDING ELECTRONIC COMMUNICATION

If you have consented to accessing your Fifth Third Bank periodic statement information by Electronic Delivery:

- With respect to the Checking Account, you understand and agree that Fifth Third Bank, National Association will provide all of your periodic statement information, including notices about changes to the checking account, in electronic form. Establishing Electronic Delivery with the Program for your ABLE Account documents does **not** establish electronic delivery for the Checking Account statements. Electronic delivery for the checking account statements must be established separately using online banking at www.53.com or the Mobile Banking app.
- If you would like a paper copy of any periodic statement, please visit www.53.com or call **1-800-972-3030**.
- You may elect to withdraw consent to receive your periodic statements in electronic form. To update your delivery preferences, you may visit the Service Center by logging into online banking at www.53.com or call **1-800-972-3030**.
- Should you consent to accessing your periodic statement information electronically and do not accept the terms via online banking at www.53.com within 60 days from account opening or consent, your periodic statements may be mailed to you.
- When selecting a password to access your Fifth Third checking accounts, please do not use nicknames or birth dates that may be easy to guess. Use a combination of letters and numbers, change your password periodically, never share your password with anyone, and always log off of the site when you are finished.

CONSUMER PRIVACY POLICY

At Fifth Third we are committed to protecting and managing your information and would like to share how we gather, retain and protect your information. Please review the "What Does Fifth Third Do With Your Personal Information" section for more information on our standard privacy policy.

Please see the Program privacy policy referenced in the Program Description which may impose additional limitations on managing your information and how we gather, retain and protect your information. In the event that a provision of the Bank's privacy policy differs from the Program's privacy policy, for purposes of information you provide in connection with the Checking Account, the Program's privacy policy shall prevail.

Note that the chart contained below in the Fifth Third Bank Privacy Policy for Consumers indicates that for our marketing purposes and for joint marketing with other financial companies, the Bank can share your personal information; however, the Bank will not include ABLE Customer(s) investing in the Checking Account in outbound cross marketing programs who do not have other relationships with the Bank nor will it sell ABLE Customer information to third parties.

Checking Account for the Program provided by Fifth Third Bank, National Association, Member FDIC. The standard deposit insurance amount is $250,000 per depositor. Please see www.fdic.gov for insurance coverage. Fifth Third and Fifth Third Bank, National Association are registered service marks of Fifth Third Bancorp. Equal Housing Lender.

These Fifth Third Terms and Conditions, as well as the fees, benefits and features associated with the checking account may be altered or amended at any time. We will notify you in advance of changes if required by applicable law. The current version of these Terms and Conditions is available in the Program Description online at Program's website.

FIFTH THIRD BANK PRIVACY POLICY FOR CONSUMERS

FACTS	WHAT DOES FIFTH THIRD DO WITH YOUR PERSONAL INFORMATION?

WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income. • Payment history and account balances. • Credit history and credit scores.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fifth Third chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	**DOES FIFTH THIRD SHARE?**	**CAN YOU LIMIT THIS SHARING?**
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	N/A

TO LIMIT OUR SHARING	• Call 800-889-5269 – our menu will prompt you through your choice(s); or • Visit any Fifth Third Banking Center. **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

QUESTIONS?	Call **800-889-5269** or go to http://www.53.com/content/fifth-third/en/privacy-security/privacy-policies-data-security.html.

WHO WE ARE	
Who is providing this notice?	Fifth Third companies that are financial service providers, such as banks, mortgage companies, securities brokers, and insurance agencies.

WHAT WE DO	
How does Fifth Third protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fifth Third collect my personal information?	We collect your personal information, for example, when you: • Open a checking account or apply for a loan. • Pay your bills or make a deposit. • Use your credit card or debit card. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes – information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for non-affiliates to market to you. State laws and other individual companies may give you additional rights to limit sharing. See "Other Important Information" below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your checking account.

DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with a Fifth Third name and financial companies such as banks, mortgage companies, insurance agencies, securities brokers, and investment advisors.

Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Non-affiliates we share with can include government agencies, credit bureaus, auto dealers, companies that perform marketing services on our behalf, and companies that assist in servicing your account with us. • Fifth Third does not share information with non-affiliates so they can market to you.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Our joint marketing partners include categories of companies such as insurance companies.

OTHER IMPORTANT INFORMATION

You may have other privacy protections under state law. We will comply with applicable state laws with respect to our information practices.

For Vermont Members/Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at the contact information under "Questions?"

For California residents: We will not share your credit or financial information that we collect except as permitted by law, including, for example, with your consent, to service your account, for our everyday business purposes, or for our marketing purposes. Except as permitted by law, we will also not share your information with our affiliates or for joint marketing purposes without first giving you additional privacy choices.

California's privacy laws provide you with specific rights and disclosures under the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA). The CCPA and the CPRA do not apply to information that we collect in connection with providing you with a financial product and service but may apply to other data. To learn more and to exercise your rights with respect to CCPA/CPRA covered data, please review Fifth Third Bank's California Consumer Privacy Act and California Privacy Rights Act Notice.

For Nevada residents: If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling us toll-free at 800-889-5269. Nevada law requires us to provide you with the following contact information:

Fifth Third, Customer Services Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444	Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone: 702-486-3132, Email: BCFINFO@ag.state.nv.us

AFFILIATES PROVIDING THIS NOTICE

Fifth Third Bank, N.A.; companies that use Fifth Third in their name; and Fifth Third companies that are financial service providers, such as banks, mortgage companies, securities brokers, and insurance agencies.

Important Information about Credit Reporting:

We may report information about your checking account to credit bureaus. Late payments, missed payments, or other defaults on your checking account may be reflected in your credit report.

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 institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. An account is considered opened when you have complied with all account opening requirements, including but not limited to the minimum required funding of the account if applicable.

HOW TO CONTACT US

Call Us:

To report a lost or stolen Card, PIN or password, or report an unauthorized transaction:

1-866-607-5742

Write to Us:

To place a stop payment on a check or regular payment from your account, write to:

Customer Service Department, Fifth Third Bank
5050 Kingsley Drive – MD 1MOC3A
Cincinnati, OH 45263

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, write to:

Disputes Resolution Department, Fifth Third Bank
5050 Kingsley Drive – MD 1MOCBX
Cincinnati, OH 45263