

# Standing Payment Instructions—ABLE Account

Use this form to establish or change standing payment instructions to send a check to a third party, or to send an electronic funds transfer (EFT) for the benefit of the Designated Beneficiary/Eligible Individual of your ABLE account. Establishing standing payment instructions will allow the Designated Beneficiary/Eligible Individual or Person with Signature Authority (PSA), if applicable, to request payments by phone to the requested third party. Type on screen or print out and fill in using CAPITAL letters and black ink. If you need more room for information or signatures, make a copy of the relevant page.

## Helpful to Know

- EFT may be used to send funds to the Designated Beneficiary/Eligible Individual's bank account or to a third party. Complete Section 3 to provide standing EFT instructions.
- Payments via EFT may take 4 business days to establish standing EFT instructions.
- It is your responsibility to ensure that your distributions comply with Internal Revenue Service (IRS) requirements. All distributions must be used for the benefit of the Designated Beneficiary/Eligible Individual. Distributions not used for qualified disability expenses may be subject to federal income tax and a federal penalty tax, as well as may negatively impact the Designated Beneficiary/
- Eligible Individual's disability benefits. At the end of each tax year, Fidelity will send a 1099-QA to the IRS and to the Designated Beneficiary/Eligible Individual or PSA, if applicable, reporting any distributions from the ABLE Account. You may want to consult a qualified advisor regarding your specific situation.
- Per federal law, a PSA may neither have, nor acquire, any beneficial interest in an ABLE Plan account and must administer the account for the benefit of the Designated Beneficiary/Eligible Individual.
- If there is a PSA established on this account, the PSA must sign this form. Otherwise, the Designated Beneficiary/ Eligible Individual must sign in Section 4.

# 1. Account Information

	Fidelity Account Number	Person with Signature Authority (PSA) Name If applicable	
	Designated Beneficiary/Eligible Individual N	ame	Social Security or Taxpayer ID Number
2. Standing C	heck Payment Ins	tructions	
Standing Check Payment Ir	nstructions allow you to request th	at a check be paid and mailed to a third party as liste	ed below.
Payee #1			

Standing Check Payment II	nstructions allow you to request that a check be p	baid and maile	d to a third party a	as listed below.
Payee #1				
Check one.	☐ Establish new instructions ☐ Change existing instructions			
	Third Party Payee Name			
	Attention			
	Address Line 1			
	Address Line 2			
Information provided in				
this field will print on the check but will not appear visible in the window of the envelope.	City	State/Province	ZIP/Postal Code	Country
	Check Memo Information Optional, maximum 25 characters: Include important information here, such as whom the check is from, invoice account number, etc.			
Check Stub Information  will only print on the  check stub.	Check Stub Information Maximum 100 characters			

Standing Check Payment Instructions continues on next page.

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Payee #2					
Check one.	Check one.    Establish new instructions  Change existing instructions				
	Third Party Payee Name				
	Attention				
	Address Line 1				
	Address Line 2				
Information provided in					
this field will print on the check but will	City		State/Province	ZIP/Postal Code	Country
not appear visible in the window of					
the envelope.	Check Memo Information Optional, maximum 25 characters: Include important information here, such as whom the check is from, invoice account number, etc.				
Check Stub Information	Check Stub Information Maximum 100 characters				
will only print on the check stub.					
3. Standing E	FT Instructions				
	rmation to set up the EFT feature 1 igible Individual or a third party. Th				used to send disbursements to the FEFT instructions you have on file.
See "Important Infor	mation About Electronic Fu	ınds Transfei	r (FFT)" at ti	he end of this	application.
and important innor	Establish new instructions	Trac Transici	(2) 1) at th	To one or time	apprication.
	Change existing instructions				
Check ONLY one.	Bank Account				
Check Of VET One.	Checking Savings				
	Bank Routing/ABA Number	Bank Name			
	Checking or Savings Account Number			Checking or Savings A	Account Owner Name

Form continues on next page.



**4. Signature and Date** Person with Signature Authority (PSA) must sign and date. If there is not a PSA, the Designated Beneficiary/Eligible Individual must sign.

By signing below, you:

- Authorize and direct Fidelity to act on the instructions denoted above on the account indicated, at such time and in such manner based on instructions received either in person or through a verified telephone communication from you.
- Per federal law, a PSA may neither have, nor acquire, any beneficial interest in an ABLE Plan account and must administer the account for the benefit of the Designated Beneficiary/ Eligible Individual.
- Accept that Fidelity is not responsible for changes in the value of assets that may occur during the distribution process.
- Understand that ABLE accounts are intended to be used for qualified disability expenses and that all distributions from the account, including those to a third party, must be used for the benefit of the Designated Beneficiary/ Eligible Individual. Any distributions not used to pay for qualified disability expenses may be subject to federal income taxes and a federal penalty tax, as well as negatively impact the Designated Beneficiary/Eligible Individual's disability status. At the end of each tax year, Fidelity will send a 1099-QA to the IRS and to the Designated Beneficiary/Eligible

Individual or PSA, if applicable, reporting any distributions from the ABLE Account. It is your responsibility to ensure that any distributions comply with IRS requirements. Please consult a tax professional regarding your specific circumstances.

- Certify that all information you provided is correct to the best of your knowledge.
- Indemnify the Plan and Fidelity, its agents, successors, affiliates, and employees from any liability in the event you fail to meet the IRS requirements.
- Understand that this standing instruction does not permit any withdrawals of \$100,000 or more. For withdrawals exceeding \$100,000, a separate distribution form will need to be completed and include a Medallion Signature Guarantee.
- Indemnify the Plan and Fidelity, its agents, successors, affiliates, and employees from any liability related to this withdrawal.
- Acknowledge that you read, understand, and agree to comply with the terms and conditions set forth in the ABLE Disclosure Document, Participation Agreement, and Customer Agreement.

Customers requesting EFTs:

- Authorize and request Fidelity to make EFT withdrawals from the account listed in this form by initiating debit entries to the account indicated on this form.
- Authorize and request the bank named in Section 3 of this form, or the bank specified in your existing instructions, to accept debit entries initiated by Fidelity in such account and to debit the same account without responsibility for the appropriateness or for the existence of any further authorization.
- Acknowledge that you have read and agree to the Important Information About Electronic Funds Transfer (EFT) document, if you have elected to use EFT.
- Understand that Fidelity may purge unused EFT instructions from your account on a periodic basis without notice to you.
- Understand that Fidelity may terminate the EFT instructions from your account at any time in its sole discretion.

#### A Medallion signature guarantee is required to establish standing EFT instructions.

You can get a Medallion signature guarantee from most banks, credit unions, and other financial institutions. If the form is completed at a Fidelity Investor Center with all signers present, the Medallion signature guarantee is not required. A notary seal/stamp is NOT a Medallion signature guarantee.

PR	PRINT DESIGNATED BENEFICIARY/PERSON WITH SIGNATURE AUTHORITY (PSA) NAME				
	DESIGNATED BENEFICIARY/PSA SIGNATURE				
SIGN	X				
	DATE MM/DD/YYYY				
DATE	X				

**▼** MEDALLION SIGNATURE GUARANTEE ▼

Did you sign the form?

Send the ENTIRE form and any attachments to Fidelity Investments.

Questions? Go to Fidelity.com/ABLE or call 844-458-2253.

Regular mail Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002 Overnight mail Fidelity Investments 100 Crosby Parkway KC1K Covington, KY 41015

On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. 786952.4.0 (01/24)

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# Important Information about Electronic Funds Transfer (EFT) Keep this information for your records.

# **Privacy Statement**

You understand that Fidelity will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with a government agency or court order, or
- (iv) If you give Fidelity your written permission, or
- (v) For other purposes in accordance with Fidelity's privacy statement

#### **Fees**

There is no fee to use the EFT service, although your financial institution may charge transaction fees.

#### Limitations for EFTs

There may be a four-day period after Fidelity processes your request to establish EFT, during which the service will be unavailable to transfer funds to or from your bank account. The minimum amount for EFTs initiated on *Fidelity.com* is \$1 for nonretirement brokerage accounts and \$10 for retirement brokerage accounts (or with respect to a Fidelity mutual fund account, the fund minimum). In most cases, EFTs initiated on *Fidelity.com* are subject to a maximum cumulative daily amount of \$100,000 for transfers out of your Fidelity account, and \$250,000 for deposits into your Fidelity account. Transfers out of your Fidelity account initiated on *Fidelity.com* are typically limited to three per day.

## **Brokerage Account Minimum Balances**

There is no minimum account balance to process an EFT transaction; however, your core account must have adequate funds to cover a redemption.

#### Mutual Fund Account Minimum Balances

There is no minimum account balance to process an EFT transaction; however, you must have an adequate balance in your mutual fund position to cover a redemption.

#### **Business Days**

For purposes of EFTs, Fidelity's business days are Monday through Friday. Bank and New York Stock Exchange holidays are not included.

#### **Documentation Periodic Statement**

You will receive a monthly account statement from Fidelity, unless there are no transactions in a particular month. In any case, you will receive a statement quarterly.

## **Direct Deposits**

If you have arranged to have direct deposits made to your Fidelity Account or Fidelity Mutual Fund Account, at least once every sixty (60) days from the same person or company, you can call Fidelity at 800-343-3548 to find out whether or not the deposit has been made.

# **Special Disclosure for Covered Transfers**

In general, your use of the EFT service for transfer of funds electronically other than those for which the primary purpose is the purchase or sale of securities ("Covered Transfers") is covered under the Electronic Funds Transfer Act and the Bureau of Consumer Financial Protection's Regulation E and related laws and regulations. The following terms and disclosures apply to Covered Transfers:

#### **Unauthorized Transfers**

You will tell Fidelity promptly if you believe your password has been lost or stolen or may have been used without your permission. Telephoning Fidelity at the number listed below is the best way of keeping your possible losses down. If you believe your password has been lost or stolen, and you tell Fidelity within two (2) business days after you learn of the loss or theft, you can lose not more than \$50 for Covered Transfers if someone used your password without your permission. If you do NOT tell Fidelity within two (2) business days after you learn of the loss or theft of your password, and Fidelity can prove Fidelity could have prevented any unauthorized use if you had told Fidelity, you could lose as much as \$500. Also, if your statement shows Covered Transfers that you did not make, you will tell Fidelity promptly. If you do not tell Fidelity within sixty (60) days after the first statement was mailed to you, you may not get back any money you lost after sixty (60) days if Fidelity can prove that Fidelity could have stopped someone from taking the money if you had told Fidelity in time. In extenuating circumstances, Fidelity may extend such time periods. Additional protection may be available from Fidelity for specific accounts under certain circumstances.

#### **Stop Payment Procedures**

If you have told Fidelity in advance to make regular Covered Transfers out of your Fidelity account, you can stop any of these payments. Here's how: you can call or write to Fidelity using the contact information listed below. Your notice must be made in time for Fidelity to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, Fidelity may, as an additional measure, require you to put your request in writing and get it to Fidelity within fourteen (14) days after you call. Unless otherwise provided, you may not stop payment of electronic funds transfers; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

# Fidelity's Liability for Failure to Make Covered Transfers

If Fidelity does not complete a Covered Transfer to or from your Fidelity account on time or in the correct amount according to Fidelity's agreement with you, Fidelity may be liable for your losses or damages.

However, there are some exceptions. Fidelity will not be liable for instance:

- If, through no fault of Fidelity's, you do not have enough money in your Fidelity account to make the Covered Transfer.
- If the money in your Fidelity account is subject to legal process or other claim restricting such transfer.
- If the transfer would exceed your margin availability, if any.
- If the bank account information you provided to Fidelity when you established the EFT service was incorrect or has subsequently become incorrect.
- If circumstances beyond Fidelity's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by Fidelity.
- If there was a technical malfunction which was known to you at the time you attempted to initiate a Covered Transfer or, in the case of a preauthorized Covered Transfer, at the time the transfer should have occurred.
- There may be other exceptions stated in our agreement with you.

#### **Error Resolution**

In the case of errors or questions about your Covered Transfers, you will call or write Fidelity using the contact information listed below, promptly. You will call or write Fidelity if you think your statement is wrong or if you need more information about a Covered Transfer on the statement. Fidelity must hear from you no later than sixty (60) days after Fidelity sent the FIRST statement on which the problem or error appeared. You will:

- Tell Fidelity your name and account number.
- Describe the error or the Covered Transfer that 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 Fidelity the dollar amount of the suspected error.

If you notify Fidelity orally, Fidelity may require that you send your complaint or question in writing within ten (10) business days. Fidelity will tell you the results of its investigation within ten (10) business days after Fidelity hears from you and will correct any error promptly. If Fidelity needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Fidelity decides to do this, it will credit your account within ten (10) business days for the amount that you think is in error, so that you will have the use of the money during the time it takes Fidelity to complete its investigation. If Fidelity asks you to put your request or question in writing and it does not receive it within ten (10) business days, or if your account is a brokerage account subject to Regulation T of the Board of Governors of the Federal Reserve System (Credit By Brokers and Dealers, 12 CFR 220), Fidelity may not credit your account. For questions involving new accounts, point of sale or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. With respect to new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Fidelity will inform you of the results of its investigation within three (3) business days of its completion. If Fidelity decides that there was no error, Fidelity will send you a written explanation. You may ask for copies of the documents that Fidelity used in the investigation.

#### **Contact Information**

Fidelity Investments PO Box 770001 Cincinnati, OH 45277

Phone: 800-343-3548

Representatives are available 24 hours per day, seven days per week, to take your call.

On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. 652049.6.0 (04/23)