This Edward Jones Fixed Annuity Services Agreement is incorporated into and is part of the Fixed Annuity Account Authorization and Agreement Form (collectively the “Services Agreement”) signed by me (the “Client,” “me,” “my,” “I”) and constitutes a binding contract between Edward D. Jones & Co., L.P. (“Edward Jones”) and me. I am a natural person of legal age with the ability to enter into this Services Agreement or the representative of an entity with the authority to enter into this Services Agreement.

This Services Agreement sets forth the terms and conditions under which I may purchase, renew or hold fixed rate annuity contract(s) in my account (“Account”) (each a “Contract”; collectively, the “Contracts”).

I represent that I have read and understand this Services Agreement and agree to be bound by its terms and conditions, as well as those set forth in the separate agreements, disclosures and notices referenced in, provided with, and/or incorporated into this Services Agreement, including, as applicable, the Edward Jones Trust Company (“EJTC”) IRA Custodial Agreement.

I may have elected to separately enter into an agreement with EJTC to act as custodian for the assets in my Account.

1. Edward Jones Fixed Annuity Account

a. Client Information.

I have completed a Client Profile that includes important information about my Account. I agree to promptly notify Edward Jones by contacting my Edward Jones financial advisor of any change in the information that I have provided in the Client Profile.

I understand and acknowledge that I have the right to designate a Trusted Contact Person for this Account. A Trusted Contact Person is someone, age 18 years or older, that Edward Jones is authorized to contact and disclose information to about my Account to address possible financial exploitation, to confirm the specifics of my current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by applicable rules and law including, but not limited to, FINRA Rule 2165.


Notwithstanding anything else contained in this Services Agreement, I will make all decisions with respect to my Account and the Contracts held therein, and may follow or reject, in whole or in part, any recommendations made by Edward Jones or my financial advisor. Accordingly, I agree that Edward Jones and its financial advisors are not responsible for taking any action regarding a Contract absent my express written, telephonic, or electronic approval.

I further understand that Edward Jones may require me to approve of transactions after I acknowledge the receipt of certain disclosures, and that no Contract transactions, including without limitation initial purchases and subsequent premium payments, will occur unless I approve such transactions.

c. Investments and Instructions.

I understand and agree that certain investments or Contracts may not be held or purchased in my Account. In the event that Edward Jones notifies me that an investment may no longer be held in my Account, I agree to remove the investment from my Account within the time frame determined by Edward Jones. I agree that if I do not provide instructions to remove the investment, Edward Jones has the right to distribute that investment to me and/or terminate my Account in accordance with the terms of this Agreement.

Consistent with my direction, all uninvested cash in my Account will be held in an Edward Jones interest–bearing account. If I have not given other directions to Edward Jones, I hereby elect and authorize Edward Jones, acting as my agent, to deposit and hold some or all of my uninvested cash (“Free Credit Balances”) in Customer Reserve Accounts. If Edward Jones holds Free Credit Balances in Customer Reserve Accounts on my behalf, certain terms and conditions apply that are available from my financial advisor or on Edward Jones’ website at www.edwardjones.com/disclosures.

Funds held as Free Credit Balances are presumed to be awaiting investment. I acknowledge and agree that any Free Credit Balances that I maintain in my Account are for investment purposes and not solely for the
purpose of receiving interest income. If I do not intend to invest my Free Credit Balances in the future, I agree to notify my Edward Jones financial advisor and will withdraw them from my Account in a timely manner.

I understand and agree that upon the termination of a Contract or a guarantee period (or similar period) (each a “Guarantee Period”) within a Contract, I may have the option to automatically rollover the proceeds of the Contract or Guarantee Period into another Contract or Guarantee Period of the same or similar duration (each an “Automatic Rollover”; collectively, “Automatic Rollovers”). In such cases, I hereby direct and instruct Edward Jones and EJTC to proceed with such Automatic Rollovers, successively, until I expressly direct otherwise in writing, by telephone, or electronically.

d. Assets Held Outside of Edward Jones.

Edward Jones may, as I request, permit information concerning assets and liabilities not held with Edward Jones to be reflected on certain reports relating to my Account. I acknowledge the information provided by Edward Jones for such assets and liabilities is based solely upon information provided by me or third parties, and Edward Jones is not responsible for its completeness or accuracy. The reflection of such assets and liabilities on reports relating to my Account in no way represents an affirmation by Edward Jones that I in fact own such assets or have such liabilities.

I understand that Edward Jones may, but is under no obligation to, consider assets and liabilities not held with Edward Jones when providing recommendations to me.

e. Monitoring; Information; Fees.

By electing to hold my Contract(s) in the Account, I understand that Edward Jones will not monitor my Account but may provide me information and recommendations about the Contract(s) in my Account.

Edward Jones may provide me with information about Contracts as well as investment research, investment recommendations, financial assessment tools, investor education and other services to enable me to make my investment decisions. Edward Jones will not charge a separate fee for these services. I agree that these services do not constitute financial planning or investment advisory services as provided by a Registered Investment Adviser. While Edward Jones may from time to time provide generalized tax or legal information, I understand and agree that such information does not constitute tax or legal advice, and I must rely on my own independent tax advisor and/or attorney for such advice.

I further understand that Edward Jones may receive insurance commissions from the insurance companies issuing Contracts and that affiliates of Edward Jones may receive fees and/or other compensation in connection with the custodial and other services rendered in connection with my Contract(s).

2. Custody of Assets; Custodial Owner for Annuities

I agree to maintain custody of the Contract(s) in my Account at EJTC, located at 12555 Manchester Road, St. Louis, Missouri 63131. EJTC will employ Edward Jones as a sub-custodian subject to my EJTC IRA Custodial Agreement. I further agree that Edward Jones or EJTC shall be appointed as “custodial owner” on any Contract in my Account and, to the extent Edward Jones or EJTC is not so appointed, I agree Edward Jones or EJTC shall be able to resign as agent of record for any Contract in my Account without any further consent or other action by me or on my behalf.

3. Acceptance, Assignment and Termination

Edward Jones may refuse to accept any Account for any reason.

This Account will be effective upon execution of this Services Agreement by me and acceptance of the Account by Edward Jones.

I acknowledge that my Account will not become active until the acceptance of the Account by Edward Jones.

I understand that this Services Agreement is freely assignable by Edward Jones and shall inure to the benefit of Edward Jones’ assigns and successors by merger, consolidation or otherwise. Edward Jones may transfer my Account to any such successors and assigns. Any transfer or assignment by Edward Jones shall terminate any and all liability or responsibility Edward Jones may have under this Services Agreement, to the extent permitted by law.
This Services Agreement can be terminated by Edward Jones or me at any time. Termination shall not affect transactions initiated or services performed prior to termination. If either party provides notice of termination, Edward Jones will no longer provide recommendations on the assets held in my Account and will not be obligated to recommend any action with regard to the assets in my Account.

Termination of this Services Agreement shall not alter the liabilities or obligations of the parties incurred prior to such termination. The provisions of Sections 5, 7, 9 and 10 hereof shall survive the termination of this Services Agreement.

4. **Scope of this Services Agreement**

I acknowledge that this Services Agreement, as well as any other agreements governing my Account, as amended from time to time, constitutes the full and entire understanding between the parties. I agree that Edward Jones may amend terms and conditions or services related to the Account at any time, including fees and charges for the Account. Edward Jones will notify me of such changes by mail, by email, by posting such changes online or by any other means permitted by law, including a notification on my statement directing me to the Edward Jones website to review details of a change. Unless I object to such amendment(s) by sending written notice to Edward Jones in a form and manner acceptable to Edward Jones within thirty (30) calendar days from the date I am sent notification of such amendment(s), I shall be deemed to consent to any such amendment(s).

In the event of an inconsistency or discrepancy between this Services Agreement and any other agreement or document, the following rules shall be used to resolve the inconsistency or discrepancy: (a) if the inconsistency or discrepancy relates to the services provided under this Services Agreement, then the terms of this Services Agreement shall govern; alternatively, (b) if the inconsistency or discrepancy relates to a particular account type or additional service, then the terms of the agreement or document for that account type or service shall govern.

5. **Severability/Governing Law**

Except to the extent preempted by federal law, this Services Agreement and any amendments to this Services Agreement, their validity, effect, construction, administration and application, and the parties’ respective rights and duties, shall be governed by the laws of the state of my residence. If any provision of this Services Agreement is or becomes invalid or unenforceable for any reason, this shall not affect the validity or enforceability of any other provision of this Services Agreement.

6. **Notices, Disclosures and Communications**

Any notices, disclosures or communications may be: (a) mailed first class or sent by commercial express courier service to me at the last address set forth in Edward Jones’ records, and to Edward Jones at 12555 Manchester Road, St. Louis, MO 63131; (b) sent by email to me at the last email address set forth in Edward Jones’ records; (c) sent by text message to me at the last phone number set forth in Edward Jones’ records; (d) personally delivered to me; or (e) posted on Edward Jones’ public website, if allowed by applicable law. Any such notice mailed: (i) to me shall be effective when mailed; and (ii) to Edward Jones shall be effective when actually received. Notice sent by email or text message is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to Edward Jones’ website is effective on the date posted. Edward Jones may, in its sole discretion and to the extent permitted by applicable law, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of Edward Jones that apply to my Account. These disclosures and policies are subject to change without notice at any time and can be obtained from my financial advisor or on Edward Jones’ website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures).

7. **Indemnification, Waiver of Punitive Damages and Rescission**

Except where prohibited by law, I agree to indemnify and hold Edward Jones harmless from any causes of action, claims, expenses or liabilities that might be asserted by me or any third party against Edward Jones by reason of my or any third party’s actions or omissions related to this Services Agreement. I agree that I am waiving my right to obtain punitive damages or rescission of any recommended transactions covered by this Services Agreement to the extent such waiver is permissible under applicable law. Nothing contained in this section or elsewhere in this Services Agreement shall constitute a waiver by me of any of my legal rights under applicable federal or state law or

3 of 5
any other laws whose applicability is not permitted to be contractually waived.

8. **Conditions beyond Edward Jones’ Control ("Force Majeure")**

I agree not to hold Edward Jones liable for any loss to me caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, government restrictions, interruptions of communications, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Edward Jones.

9. **Conduct of Edward Jones Not Waiver**

Edward Jones’ failure to insist at any time upon strict compliance with this Services Agreement or with any of its terms or any continued course of such conduct on Edward Jones’ part shall not constitute or be considered a waiver by Edward Jones of any of its rights hereunder.

10. **Arbitration Agreement**

   a. **THIS AGREEMENT CONTAINS A BINDING, PRE–DISPUTE ARBITRATION CLAUSE THAT MAY BE ENFORCED BY THE PARTIES.** By signing the Services Agreement, I agree as follows.

   1. All parties to this Services Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

   2. Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.

   3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

   4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

   5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

   6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible in arbitration may be brought in court.

   7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Services Agreement.

   Except as otherwise expressly provided below, any controversy arising out of or relating to any of my account(s) from its inception, business, transactions or relationships I have now, had in the past or may in the future have with Edward Jones, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Services Agreement, or to the breach thereof, or transactions or accounts maintained by me with any of your predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the FINRA Code of Arbitration Procedure rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

   To the extent permitted by law, the exclusive jurisdiction for any such controversy that is not arbitrable under this Services Agreement shall be the Circuit Court of St. Louis County, State of Missouri or the United States District Court for the Eastern District of Missouri, and I consent to the jurisdiction of such courts.

   b. **Class Actions.** No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre–dispute arbitration agreement against any person who has initiated in
court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Services Agreement except to the extent stated herein.