

## Custodian Services Agreement (For use with Edward Jones Owner Only 401(k) and ERISA Pooled Plans)

### Custodian Services

#### Edward Jones Owner Only 401(k) Standardized Prototype Plan (Optional):

- Provide IRS-approved Prototype Plan Document
- Assist in preparation of IRS-approved Standardized Prototype Adoption Agreement
- Maintain and update plan documents as required by regulatory agencies
- Prepare Summary Plan Description
- Prepare Notice to Interested Parties (Upon request)

#### **On-going:**

- Process benefit payments (Optional)
- Process federal and state income tax withholding, and prepare and issue IRS Form 1099R (Required if Edward Jones processes benefit payments)
- Process participant loans (Limited to issuing checks and receiving repayments. No loan asset custody or balance monitoring services)
- Maintain beneficiary designations (Owner Only 401(k) plans)

### Schedule of Fees (per plan)

#### Edward Jones Owner Only 401(k) Standardized Prototype Plan:

**One-Time Plan Setup Fee:** \$150

**Adoption Agreement amendment:** \$150 per amendment. (At Employer's request) (A revised Summary Plan Description is included.)

**Regulatory Restatement or Amendment:** \$150 per restatement and/or amendment. (This includes all required amendments to Adoption Agreement or Plan Document. A revised Summary Plan Description is included.)

#### Annual Recurring Fees:

**\$30 each calendar year per account.**

The annual fee is not prorated and is charged to the employer's account.

**New Accounts Opened Between January 1<sup>st</sup> through 2<sup>nd</sup> Sunday of November.**

Your annual recurring fee is due on December 20<sup>th</sup> annually.

**New Accounts Opened Between 2<sup>nd</sup> Sunday of November through December 31<sup>st</sup>.**

Your annual recurring fee is due on February 20<sup>th</sup> of the following year and every December 20<sup>th</sup> thereafter. For Example; ABC Company opens a new account on December 15<sup>th</sup>, 2015. The 2015 annual fee for ABC Company is due on February 20<sup>th</sup>, 2016. The 2016 annual fee will be due on December 20<sup>th</sup>, 2016. Going forward each annual fee will be charged on December 20<sup>th</sup> of that calendar year and for terminating participants at the time of termination.

**\$50 each calendar year for each private asset.**

This fee is not prorated. Fee is due for each private asset annually on your fee due date.

- Beginning May 1, 2019, at the time of total transfer or termination of an account we will waive the total transfer or termination fee and the annual account fee, if due but unpaid, for accounts that meet the following criteria: (1) the account must be open for at least 24 months prior to the date of termination or total transfer; and (2) the account's pricing group must have a total value of \$5,000 or less in assets under care for the month immediately preceding the date of termination or transfer (determined by the relevant Edward Jones account statement(s)). For details on pricing groups, contact your financial advisor or visit [edwardjones.com/pricinggroup](http://edwardjones.com/pricinggroup).

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### Miscellaneous/Transaction Fees:

<b>Benefit payments:</b>	\$50 per distribution per employee; waived if assets remain with Edward Jones.
<b>Investment in the:</b>	Edward Jones Money Market Fund Retirement Share class: NO MINIMUM BALANCE and NO CHARGE
	Edward Jones Money Market Fund Investment Share class: \$3 each month the balance is below \$2,500
<b>Plan Administrative Services:</b>	Edward Jones does not provide administrative or actuarial services. This includes determining employee eligibility, calculating contributions, calculating vested balances, performing compliance tests and preparing or filing IRS Form 5500/5500EZ.

**Invoicing:** Edward Jones Money Market Fund fee and is not invoiced and is charged to the participant's account. Adoption Agreement Amendment and Regulatory Restatement or Amendment fee must be paid at the time of request.

**Securities commissions and mutual fund sales charges and operating expenses are in addition to the above fees.**

### Uninvested Cash Balances:

Unless directed otherwise, all amounts held in a plan account, but not invested, will automatically be invested in an interest-bearing account, a money market mutual fund or other similar investments. The exact details of this program may be obtained upon request from your financial advisor.

### Payment of Fees and Other Plan Costs:

The fees in this agreement and other costs associated with the administration of the plan are the responsibility of the Employer. Securities commissions and mutual fund sales charges and operating expenses relate to the securities held in an account and are charged to the account that holds the securities. Such securities commissions and mutual fund sales charges and operating expenses may not be paid separately by the Employer.

Fees and other costs may be charged by Edward Jones to the plan account of a pooled plan, from the account designated as the primary account or master account of a non-pooled plan or from the account designated as the participant's account of a non-pooled plan if a separate payment for services authorized under this agreement is not received when due. Fees are non-refundable.

If the account to which fees and/or other costs have been charged does not contain adequate cash and/or cash equivalents to cover the deduction, Edward Jones may liquidate such assets of the account that Edward Jones, in its sole discretion, deems appropriate to make up the difference. Edward Jones is not obligated to notify the Employer or plan participant of its intention to liquidate securities under this provision.

The Employer will be notified of changes in fees or services 30 days prior to effective date. It is not necessary to execute a new Custodian Services Agreement when a fee or service change is made.

### Employer Duties:

The Employer acknowledges being the ERISA Plan Administrator and agrees to review all plan related documents and amendments with legal counsel prior to execution. The Employer acknowledges that they have appointed a plan Trustee (or Trustees). Edward Jones is prohibited, due to various regulations, from acting as a plan Trustee (or Co-Trustee).

The Employer acknowledges that they cannot rely on the IRS prototype Opinion Letter issued to Edward Jones to cover the IRS qualification of the plan if they close the account or they establish any plan account at any other financial institution.

The Employer elects to use the Custodian Services listed in this agreement, as from time to time may be changed, and takes full responsibility for fulfilling all other plan requirements now and in the future.

**(Signature REQUIRED on next page)**

## Custodian Services Agreement (For use with Edward Jones Owner Only 401(k) and ERISA Pooled Plans)

The Employer shall promptly furnish to Edward Jones complete and accurate information, in writing and properly authorized, which Edward Jones deems necessary to perform the Custodian Services listed in this agreement.

If, as a result of delayed, incorrect or incomplete information furnished by the Employer, it becomes necessary to complete or revise any forms or documents, the Employer agrees that Edward Jones shall have the right to charge an additional fee at an hourly rate to compensate Edward Jones for the additional work.

### Cancellation of Services:

Edward Jones reserves the right to cancel any Custodian Services without the approval of the Employer as a result of delayed, incorrect or incomplete information furnished by the Employer. The closing of the account on the records of Edward Jones will cause the immediate cancellation of all Custodian Services.

### Third Party Administrator (TPA) Information:

The Employer acknowledges that their financial advisor has recommended a TPA to be hired, has explained the role and importance of a TPA, and has explained the risks to the Employer and to the proper operation of the Plan if a TPA is not hired.

### Check A or B (if B is checked- complete information):

  

A. **The Employer has decided not to hire a TPA at this time.**

B. **The Employer has hired this TPA:** \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

My signature below acknowledges acceptance of the terms, conditions, services and fees set out on pages 1 and 2 of this Custodian Services Agreement.

\_\_\_\_\_  
Printed Name of Employer

\_\_\_\_\_  
Print Name of Business

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plan Account Number