

Edward Jones Retirement Plan Services Agreement

This Retirement Plan Services Agreement (the "Agreement") constitutes a binding investment advisory contract between Edward D. Jones & Co., L.P. ("Edward Jones") and the plan sponsor (the "Plan Sponsor") of the employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), named herein (the "Plan") in order to retain Edward Jones to provide the services described in this Agreement. The effective date ("Effective Date") of this Agreement is when Edward Jones accepts your signed Agreement. Edward Jones will not accept the Agreement unless the Plan Sponsor appoints an Edward Jones-approved platform provider ("Platform Provider") and Independent Investment Fiduciary (defined below) in conformity with the requirements of Appendix A(1) or Appendix B(1), as applicable.

1. Fiduciary Authority

The Plan Sponsor represents that the person executing this Agreement on behalf of the Plan: (a) is a "Named Fiduciary," as that term is defined in ERISA; (b) is authorized under provisions of the Plan documents (including any trust document related thereto) to enter into this Agreement and to retain Edward Jones to perform the services set forth in this Agreement; (c) is not prohibited from acting as a fiduciary with respect to the Plan; and (d) is independent of and unrelated to Edward Jones, its affiliates and its financial advisors. Whether the Plan Sponsor is related to Edward Jones, its affiliates and its financial advisors is determined by applying the principles in Section 3(14) of ERISA. The Plan Sponsor acknowledges that it is the Plan Sponsor's responsibility to review the Plan documents and the laws and regulations applicable to the Plan and its operation to determine that the arrangements contemplated by this Agreement are suitable for the Plan and both permissible and consistent with the terms of the Plan documents and applicable law.

The Plan Sponsor represents that it has the authority under the Plan and the related trust to designate investment options or select investments for the Plan, enter into agreements with third parties on behalf of the Plan, and to assist in these and related duties. In this capacity, the Plan Sponsor (or, to the extent the Plan Sponsor has delegated its investment authority to an investment committee, the committee) is also referred to as "Client" herein.

2. Services

Edward Jones agrees to provide the following services (collectively, "Services") to Client, the Plan and the Plan participants as applicable:

(a) **Participant-Directed Plans.** If the Plan allows participants to exercise independent control over the investment of their individual accounts ("Participant-Directed Plans"), Edward Jones will provide the following fiduciary services and educational services:

1. **Fiduciary Services.** Edward Jones will perform the fiduciary services described in Appendix A(1) ("Participant-Directed Plan Fiduciary Services") for Participant-Directed Plans. In performing the Participant-Directed Plan Fiduciary Services, Edward Jones is acting as (A) a Section 3(21) non-discretionary investment adviser of the Plan under ERISA for the purposes of providing the Participant-Directed Plan Fiduciary Services described in Appendix A(1), and (B) a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act").
2. **Educational Services.** Edward Jones will perform the educational services described in Appendix A(2) ("Participant-Directed Plan Educational Services") for Participant-Directed Plans. In performing the Participant-Directed Plan Educational Services, Edward Jones is not acting as a fiduciary of the Plan under ERISA.

(b) **Pooled Plans.** If the Plan is a defined benefit plan, defined contribution plan or other plan that does not allow participants to exercise control over plan investments ("Pooled Plans"), Edward Jones will provide the following fiduciary services and educational services:

1. **Fiduciary Services.** Edward Jones will perform the fiduciary services described in Appendix B(1) ("Pooled Plan Fiduciary Services") for Pooled Plans. In performing the Pooled Plan Fiduciary Services, Edward Jones is acting as (A) a Section 3(21) non-discretionary investment adviser of the Plan under ERISA for the purposes of providing the Pooled Plan Fiduciary Services described in Appendix B(1), and (B) a registered investment adviser under the Advisers Act. Participant-Directed Plan Fiduciary Services and Pooled Plan Fiduciary Services may be collectively referred to as "Fiduciary Services."
2. **Educational Services.** Edward Jones will perform the educational services described in Appendix B(2) ("Pooled Plan Educational Services") for Pooled Plans. In performing the Pooled Plan Educational Services, Edward Jones is not acting as a fiduciary of the Plan under ERISA. Participant-Directed Plan Educational Services and Pooled Plan Educational Services may be collectively referred to as "Educational Services."

(c) Client acknowledges that Edward Jones has no responsibility to provide any Services related to the following types of Plan assets: Outside Assets (as defined below); employer securities; real estate (except for publicly traded real estate investment trusts); life insurance; brokerage accounts or mutual fund windows; participant loans; non-publicly traded partnership interests; other non-publicly traded securities or property; and other hard-to-value or illiquid securities or property (collectively "Excluded Assets"). Edward Jones also has no responsibility to provide any Services that take into account Excluded Assets. The Excluded Assets shall be disregarded when calculating the Retirement Plan Services Fee (defined below) payable to Edward Jones under this Agreement, and the Retirement Plan Services Fee shall be calculated only on the remaining assets (the "Included Assets"). All references in this Agreement to the Plan assets shall be construed as a reference to the Included Assets.

In the event that the Plan has assets ("Outside Assets") that are not maintained on the platform of the Platform Provider or are maintained on the platform at the direction or recommendation of a third party, the Plan agrees and acknowledges that Edward Jones will not provide any Services with regard to those Outside Assets.

(d) Client understands and agrees that Edward Jones is not responsible for ensuring that Client's investment policy statement or similar document, if any, complies with legal, actuarial or other requirements that apply to the Plan. Adherence to any such requirements is Client's responsibility.

3. Retirement Plan Services Fee

- (a) The compensation of Edward Jones for its Services (the "Retirement Plan Services Fee") is described in Appendix C.
- (b) The Plan Sponsor will authorize and direct the Platform Provider to calculate the Retirement Plan Services Fee and pay Edward Jones on a quarterly or monthly basis. To the extent permitted and facilitated by the Platform Provider, the Plan Sponsor may choose to pay the Retirement Plan Services Fee from (1) the Plan Sponsor's assets; (2) the Plan's assets; and/or (3) other sources under the Plan's or the Plan Sponsor's ownership and control, including, but not limited to, any third-party fees attributable to the Plan's investments. If the Plan selects

“American Funds Retirement Plan Services” as the Platform Provider, the Plan Sponsor hereby authorizes such Platform Provider to establish a recurring fee recovery from Plan assets to pay the Retirement Plan Services Fee to Edward Jones.

- (c) Edward Jones relies on the value of the Plan’s assets provided by the Platform Provider for purposes of determining the Retirement Plan Services Fee applicable to the Plan. Edward Jones does not review or verify the valuation information provided to us.
- (d) Neither Edward Jones, its financial advisors nor any affiliate reasonably expects to receive any other compensation, direct or indirect, for its Services under this Agreement. If Edward Jones receives any other compensation for such Services, Edward Jones will return such compensation to the Plan.

4. Client Acknowledgments and Representations

- (a) In performing the Services, Edward Jones does not act as, nor has Edward Jones agreed to assume the duties of, a trustee or the Plan’s Administrator, as defined in Section 3(16)(A) of ERISA, and neither Edward Jones nor its financial advisors has any discretion over the investment of Plan assets or to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to Plan management, Plan administration, Plan operations or any other aspect of the Plan, including the selection of Plan investment options. In addition, Edward Jones’ fiduciary responsibility under ERISA is limited to those Fiduciary Services described in Appendices A(1) and B(1).
- (b) Edward Jones does not provide legal or tax advice.
- (c) Investments are subject to various market, political, currency, economic, business and other risks and may not increase in value, and Edward Jones does not and cannot guarantee financial or investment results.
- (d) Edward Jones (1) may perform other services for other clients, (2) may charge a different fee for other clients, and/or (3) may give advice and take action that is different for each client even where retirement plans are similar. Nothing in this Agreement shall limit or restrict Edward Jones or any of its partners, limited partners, financial advisors, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and Client acknowledges that Edward Jones, its directors, officers, affiliates and employees, and other clients of Edward Jones, may at any time acquire, increase, decrease or sell portions of investments that are at the same time being acquired, held or sold for the Plan.
- (e) Edward Jones may, by reason of performing services for other clients, acquire confidential information. Client acknowledges and agrees that Edward Jones is unable to divulge to Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement. In addition, Client acknowledges that all information and advice furnished by Edward Jones to Client in connection with this Agreement will be governed by Edward Jones’ privacy notice, a copy of which has been provided to Client.
- (f) Edward Jones is entitled to rely upon all information provided to it, whether financial or otherwise, from reputable third parties or by Client, Client’s representatives or third-party service providers to Client, the Plan or Edward Jones without independent verification, including, but not limited to, the Client’s selected Platform Provider and investment fiduciary, as described in Appendices A(1) and B(1) (the “Independent Investment Fiduciary”). Client agrees to promptly notify Edward Jones in writing of any material change in the financial and other information provided to Edward Jones and to promptly provide any such additional information as may be reasonably requested by Edward Jones.
- (g) Edward Jones will not be responsible for voting (or recommending how to vote) proxies relating to investments held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with Client (or, if applicable, the Plan participants).
- (h) Client is the “responsible plan fiduciary” for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan, in accordance with the requirements of ERISA.
- (i) The Plan and the related trust permit payment of the Retirement Plan Services Fee out of Plan assets. Client has determined that the Retirement Plan Services Fee charged by Edward Jones is reasonable and, if paid out of Plan assets, is a proper obligation of the Plan. Further, Client will direct the Platform Provider to calculate and pay the Retirement Plan Services Fee owed to Edward Jones.
- (j) Client represents and warrants that (1) Client (A) is knowledgeable with respect to administration and funding matters related to the Plan, (B) is able to make informed decisions regarding the Services to be provided under this Agreement, and (C) has considered the Retirement Plan Services Fee to be paid by the Plan in relation to the level of Services to be provided; (2) to the extent required by ERISA, the Services will be used for the exclusive benefit of the Plan and its participants and will not inure to the benefit of any other party; (3) should any fee payments hereunder be made from the assets of the Plan, Client shall have determined that such payments constitute proper Plan expenses payable by the Plan in accordance with ERISA and the terms of the Plan; and (4) Client, based on the disclosures contained in this Agreement (including the disclosures in the Form ADV Part 2A Brochure (the “Edward Jones Retirement Plan Services Brochure”), a copy of which Client received in advance or at the time of entering into this Agreement) (A) has determined that the arrangement for Services and any Retirement Plan Services Fee payable to Edward Jones are reasonable, and the Services to be provided by Edward Jones hereunder are appropriate and helpful to the Plan, and (B) based upon the documents mentioned above, has received all necessary disclosures regarding such Retirement Plan Services Fee, as required by, and in accordance with, regulations promulgated under Section 408(b)(2) of ERISA, if applicable.
- (k) Client agrees to obtain and maintain any required ERISA bonding for the Plan and to include coverage for Edward Jones, its affiliates, and their respective officers, directors and employees under such bond to the extent required by ERISA.
- (l) Edward Jones does not have custody of the Plan assets, and, therefore, Edward Jones has no liability to Client for any loss or other harm to any Plan assets, including any harm to Plan assets resulting from the insolvency of the Plan’s custodian or any act or failure to act by any third party, including the Plan’s custodian and any agents or employees of the Plan’s custodian.
- (m) Client understands that (1) federal law requires Edward Jones to verify its identity when Client opens an account; (2) Client must provide its name, address and other information that personally identifies it, such as a tax ID number; and (3) Edward Jones may verify the information Client provides with a third-party service provider. Client agrees to provide the required information and documents to Edward Jones and agrees to the verification of such information.

5. Standard of Care

- (a) Edward Jones will perform the Fiduciary Services described in Appendices A(1) and B(1) in accordance with the prudent man rule set forth in Section 404(a)(1)(B) of ERISA.
- (b) Edward Jones will perform the Educational Services described in Appendices A(2) and B(2) in accordance with the ordinary negligence standard of care.

6. Termination

Either party may terminate this Agreement upon at least sixty (60) days’ prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties

arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of sections 1, 3 and 8) shall survive any expiration or termination of this Agreement. Upon the effective date of termination, Edward Jones will have no further obligation under this Agreement to act or advise Client with respect to Services under this Agreement. Client will not be charged a fee for termination. For additional information about activities that may result in termination of this Agreement, please see the Edward Jones Retirement Plan Services Brochure.

7. General Provisions

- (a) **Notices, Disclosures and Communications.** Any notices, disclosures or communications may be: (1) mailed first class or sent by commercial express courier service to Client at the last address set forth in Edward Jones' records; (2) sent by email to Client at the last email address set forth in Edward Jones' records; (3) sent by text message to Client at the last phone number set forth in Edward Jones' records; (4) personally delivered to Client; or (5) posted on Edward Jones' public website if allowed by applicable law. Any such notice mailed (A) to Client shall be effective when mailed, and (B) 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 the Services. These disclosures and policies are subject to change without notice at any time and can be obtained from Client's financial advisor or on Edward Jones' website at www.edwardjones.com/disclosures. Any notices, disclosures or communication may be mailed first class or sent by commercial express courier service to Edward Jones at 12555 Manchester Rd., St. Louis, Missouri 63131.
- (b) **Assignability.** Edward Jones shall provide Client with at least sixty (60) days' prior written notice of its intent to assign this Agreement (within the meaning of the Advisers Act). Such notice shall identify the proposed assignee (the "Successor") and the effective date of the assignment (the "Assignment Effective Date") and shall provide other information intended to assist Client in deciding whether to consent to such assignment, including the Successor's Form ADV Part 2A. Client shall be deemed to have consented to such assignment if Client does not respond to such notice prior to the Assignment Effective Date with either its consent or its election to terminate this Agreement. In such case, this Agreement shall continue in full force and effect on the same terms and conditions (except that the term "Edward Jones" shall mean the Successor), subject to Client's right to terminate this Agreement upon the giving of proper notice pursuant to Sections 6 and 7.
- (c) **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, survivors, administrators and assigns.
- (d) **Entire Understanding and Modification.** On or after the Effective Date of this Agreement, this Agreement and the Edward Jones Retirement Plan Services Brochure, as amended from time to time, constitute and contain the entire understanding between the parties and supersede all prior oral or written statements dealing with the subject matter herein.
- (e) **Severability/Governing Law.** Except to the extent preempted by federal law, Client agrees that this Agreement and all amendments to this 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 Missouri without giving effect to any contrary choice of law or conflict of laws provisions. If any provision of this Agreement is or becomes invalid or unenforceable for any

reason, this shall not affect the validity or enforceability of any other provision of this Agreement.

- (f) **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
- (g) **Amendment Process.** This Agreement may be modified by Edward Jones, including, without limitation, the Services to be provided by Edward Jones or the Retirement Plan Services Fee charged by Edward Jones as outlined in Appendix C, with the consent of Client. Alternatively, the Agreement may be modified in the manner set forth herein and consistent with the procedure described in Department of Labor Advisory Opinion 97-16A. In addition, should the Department of Labor Advisory Opinion 97-16A be amended or replaced, Edward Jones may modify the Agreement in the manner set forth herein.
- (h) **Client Notice of Changes.** Edward Jones may propose to increase or otherwise change the Retirement Plan Services Fee charged, to change the Services provided or to otherwise modify this Agreement by giving Client reasonable advance notice of the proposed change. The notice shall be given in the manner described in this Agreement. The notice will (1) explain the proposed modification of the Retirement Plan Services Fee, Services or other provision; (2) fully disclose any resulting changes in the Retirement Plan Services Fee to be charged as a result of any proposed change in the Services or other changes to this Agreement; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that, pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become effective, Client will be deemed to have consented to the proposed change(s).

If Client objects to any change to this Agreement proposed by Edward Jones, Edward Jones shall not be authorized to make the proposed change. In that event, Client and Edward Jones shall have sixty (60) days from the proposed effective date (or such time beyond sixty (60) days as may be agreed by Edward Jones) to reach agreement on the proposed changes. If, at the end of such sixty (60)-day period (or such time period as agreed by Edward Jones), the parties have not reached Agreement on the proposed changes, this Agreement shall automatically terminate.

Client, however, gives Edward Jones permission to decrease the Retirement Plan Services Fee at any time without receiving additional consent from Client. Further, Edward Jones is not required to provide notice prior to reducing the Retirement Plan Services Fee.

- (i) **Waiver of Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state securities laws.
- (j) **Conduct of Edward Jones Not a Waiver.** Edward Jones' failure to insist at any time upon strict compliance with this 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.
- (k) **Indemnification.** Client agrees to indemnify and hold Edward Jones harmless from any causes of action, claims, expenses or liabilities that might be asserted by Client or any third party against Edward Jones by reason of Client's actions or omissions related to this Agreement.

Client agrees to indemnify Edward Jones for any losses, claims or damages, including legal fees, which may be incurred by Edward Jones as a result of its reliance upon inaccurate information provided by Client, Client's representatives or third-party service providers to Client, including, but not limited to, the investment recommendations and/or information provided by Client's Independent Investment Fiduciary.

Notwithstanding the foregoing, nothing contained in this section or elsewhere in this Agreement shall constitute a waiver by Client of any of Client's legal rights under applicable federal or state law or any other laws whose applicability is not permitted to be contractually waived.

(l) Conditions beyond Edward Jones' Control ("Force Majeure").

Client agrees not to hold Edward Jones liable for any loss to Client 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.

(m) Business Continuity. Edward Jones has a business continuity plan ("BCP") to allow Edward Jones to continue serving clients and provide them with access to their funds and securities in the event of a disaster. If any Edward Jones facilities are damaged or otherwise inaccessible as a result of a disaster, Edward Jones associates affected by such event would work from different areas of the same location or from alternate locations controlled by Edward Jones. Edward Jones has data centers in two geographically distinct locales. In the event one data center is damaged in a disaster, Edward Jones would move technological support and processing to the unaffected data center, with an expected short-term interruption in operations. Edward Jones' response to a significant business disruption depends on the response of third parties, and Edward Jones cannot guarantee that a significant business interruption will not impact its operations. In the event of a significant business disruption, Client can obtain additional information by contacting Client's financial advisor or Edward Jones Client Relations at 800-441-2357. Any updates to the Edward Jones BCP will be posted on Edward Jones' website at www.edwardjones.com/disclosures.

(n) Use of Electronic Systems. Use of any electronic systems to access Client account information is at Client's sole risk. Neither Edward Jones nor its vendors providing data, information or other services, including, but not limited to, any exchange, warrant that the service will be uninterrupted, error-free or free from viruses or other harmful effects. Edward Jones does not make any warranty as to the accuracy of information obtained from any of these systems. Edward Jones will not be liable in any way to Client or to any other person for any loss or damage arising from failure, inaccuracy, error or delay in transmission or delivery or omission of any data, information or message, or nonperformance or interruption in data due to neglect or omission by it or any vendor, or any "Force Majeure" event.

8. Arbitration Agreement.

(a) THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE THAT MAY BE ENFORCED BY THE PARTIES.

By signing the Edward Jones Retirement Plan Services Account Authorization and Agreement Form, Client agrees as follows:

- 1. All parties to this 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 twenty (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 Agreement.

Except as otherwise expressly provided below, any controversy arising out of or relating to any of Client's account(s) from its inception, business, transactions or relationships Client has 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, or arising out of or relating to this Agreement, or to the breach thereof, or transactions or accounts maintained by Client with any of Edward Jones' 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. Client's 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 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: (1) the class certification is denied; (2) the class is decertified; or (3) Client 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 Agreement except to the extent stated herein.

APPENDIX A FOR PARTICIPANT-DIRECTED PLANS

Appendix A(1)

Fiduciary Services for Participant-Directed Plans

Client hereby appoints Edward Jones as a non-discretionary investment adviser for the purpose of carrying out the specific fiduciary services described below for a Participant-Directed Plan, and Edward Jones hereby accepts such appointment. Client acknowledges that it has retained, and will exercise, final decision-making authority and responsibility for the implementation (or rejection) of any recommendations or advice rendered to Client by Edward Jones.

Plan-Level Investment Advisory Services

In addition to its relationship with Edward Jones, Client is required to contractually appoint an Edward Jones-approved Platform Provider and Independent Investment Fiduciary. An Independent Investment Fiduciary is an ERISA Section 3(21) investment adviser ("Section 3(21) investment adviser"), an investment adviser or manager who provides services comparable to those provided by a Section 3(21) investment adviser (also referred to as a "Section 3(21) investment adviser"), or an ERISA Section 3(38) investment manager ("Section 3(38) investment manager"). For additional information about Investment Fiduciaries, please see the Edward Jones Retirement Plan Services Brochure. Client acknowledges that Edward Jones will provide the Participant-Directed Fiduciary Services specified below only if:

- (a) the Platform Provider offers the services of an Independent Investment Fiduciary on its platform; and
- (b) Client contractually appoints an Independent Investment Fiduciary and agrees to provide written confirmation of such appointment upon request. Client authorizes Edward Jones to contact the Independent Investment Fiduciary to confirm that the Independent Investment Fiduciary has been appointed.

Client agrees that it will notify Edward Jones sixty (60) days in advance of terminating its relationship with such Independent Investment Fiduciary. If Client fails to have or maintain an Independent Investment Fiduciary or if Client fails to comply with the terms of its agreement with such Independent Investment Fiduciary, Edward Jones may terminate this Agreement.

The Independent Investment Fiduciary shall be responsible for the following:

- (a) the recommendation of or selection of the investment options to be offered by or available to the Plan;
- (b) the ongoing monitoring and continued availability of such investment options;
- (c) the removal and replacement of investment options that do not meet the Independent Investment Fiduciary's criteria; and
- (d) the addition, from time to time, of new investment options that meet the Independent Investment Fiduciary's criteria.

In performing the Fiduciary Services below, Edward Jones will rely on the decisions made by Client (based on recommendations of the Section 3(21) investment adviser) or the decisions made by the Section 3(38) investment manager, and Edward Jones shall have no responsibility with respect to such matters outlined above. Further, Edward Jones will only provide advice regarding Plan investment options with respect to the list of investment options that have been found to be prudent investment options for the Plan and have been recommended or selected by the Section 3(21) investment adviser or the Section 3(38) investment manager, respectively.

Edward Jones Participant-Directed Fiduciary Services

Edward Jones will perform the following Fiduciary Services:

- (a) Provide non-discretionary investment advice to Client regarding the eligible investment options to be offered by the Plan, including advice regarding the selection of a broad range of investment options consistent with Section 404(c) of ERISA and the regulations thereunder (unless all of the investment options are selected by a Section 3(38) investment manager).
- (b) Recommend Platform Providers from a set list maintained by Edward Jones.
- (c) Complete an annual review with Client regarding:
 1. The Platform Provider and Independent Investment Fiduciary and fees charged by each party;
 2. Current platform and services offered by the Platform Provider;
 3. Plan participation, contributions and demographics;
 4. Investment options offered by the Plan; and
 5. Qualified default investment alternative selection.
- (d) An Edward Jones financial advisor or associate will be reasonably available to discuss and review the Plan's investment options.

Appendix A(2)

Educational Services for Participant-Directed Plans

Edward Jones will perform the Educational Services described below for Participant-Directed Plans.

Plan- and Participant-Level Educational Services

- (a) Provide education on plan types.
- (b) Work with the Platform Provider to assist with Plan setup.
- (c) Provide information on the role of third-party administrators ("TPAs") as well as information about the core services a TPA should provide and other factors to assist Client in the consideration of a TPA. Edward Jones will not provide recommendations for specific TPAs for Plans. Client is responsible for selecting the TPA for the Plan.
- (d) Assist with the development of an education plan for Plan participants, which may include group education sessions or one-on-one educational meetings agreed to by the Plan sponsor and the Edward Jones financial advisor.
- (e) Conduct Plan participant education meetings upon request, including, but not limited to, enrollment meetings and explaining general financial and investment information.
- (f) Participate in one-on-one educational meetings with Plan participants upon request and as agreed to by the Plan Sponsor and Edward Jones.

APPENDIX B FOR POOLED PLANS

Appendix B(1)

Fiduciary Services for Pooled Plans

Client hereby appoints Edward Jones as a non-discretionary investment adviser for the purpose of carrying out the specific fiduciary services described below for a Pooled Plan, and Edward Jones hereby accepts such appointment. Client acknowledges that it has retained, and will exercise, final decision-making authority and responsibility for the implementation (or rejection) of any recommendations or advice rendered to Client by Edward Jones.

Plan-Level Investment Advisory Services

In addition to its relationship with Edward Jones, Client is required to contractually appoint an Edward Jones-approved Platform Provider and Independent Investment Fiduciary. Pooled Plans may only utilize an Independent Investment Fiduciary that is a Section 3(21) investment adviser or an investment adviser or manager who provides services comparable to those provided by a Section 3(21) investment adviser (not a Section 3(38) investment manager who exercises discretion to select all investment options for the Plan). For additional information about Investment Fiduciaries, please see the Edward Jones Retirement Plan Services Brochure. Client acknowledges that Edward Jones will provide the Pooled Plan Fiduciary Services specified below only if:

- (a) the Platform Provider offers the services of an Independent Investment Fiduciary on its platform; and
- (b) Client contractually appoints an Independent Investment Fiduciary and agrees to provide written confirmation of such appointment upon request. Client authorizes Edward Jones to contact the Independent Investment Fiduciary to confirm that the Independent Investment Fiduciary has been appointed.

Client agrees that it will notify Edward Jones sixty (60) days in advance of terminating its relationship with such Independent Investment Fiduciary. If Client fails to have or maintain an Independent Investment Fiduciary or if Client fails to comply with the terms of its agreement with such Independent Investment Fiduciary, Edward Jones may terminate this Agreement.

The Independent Investment Fiduciary shall be responsible for the following:

- (a) the recommendation of the investment options available to the Plan;
- (b) the ongoing monitoring and continued availability of such investment options;
- (c) the removal and replacement of investment options that do not meet the Independent Investment Fiduciary's criteria; and
- (d) the addition, from time to time, of new investment options that meet the Independent Investment Fiduciary's criteria.

In performing the Fiduciary Services below, Edward Jones will rely on the decisions made by Client (based on recommendations of the Independent Investment Fiduciary), and Edward Jones shall have no responsibility with respect to such matters outlined above. Further, Edward Jones will only provide advice regarding Plan investments with respect to the investments that have been found to be prudent investments for the Plan and have been recommended by the Independent Investment Fiduciary.

Edward Jones Pooled Plan Fiduciary Services

Edward Jones will perform the following Fiduciary Services:

- (a) Provide non-discretionary investment advice to Client regarding the eligible investment options to be selected by the Plan, including advice regarding:
 1. The selection of investments consistent with a defined benefit Pooled Plan's investment objectives; or
 2. Asset class guidance for a defined contribution Pooled Plan.
- (b) Recommend Platform Providers from a set list maintained by Edward Jones.
- (c) Complete an annual review with Client regarding:
 1. The Platform Provider and Independent Investment Fiduciary and fees charged by each party;
 2. Current platform and services offered by the Platform Provider;
 3. Plan contributions and demographics;
 4. Investments in the Plan;
 5. Whether a defined benefit Pooled Plan is meeting its investment objectives; and
 6. A defined contribution Pooled Plan's current investment lineup in accordance with Edward Jones' asset class guidance.
- (d) An Edward Jones financial advisor or associate will be reasonably available to discuss and review the Plan's investment options.

Appendix B(2)

Educational Services for Pooled Plans

Edward Jones will perform the Educational Services described below for Pooled Plans.

- (a) Provide education on plan types.
- (b) Work with the Platform Provider to assist with Plan setup.
- (c) Provide information on the role of TPAs as well as information about the core services a TPA should provide and other factors in order to assist Client in the consideration of a TPA. Edward Jones will not provide recommendations for specific TPAs for Plans. Client is responsible for selecting the TPA for the Plan.

APPENDIX C

Retirement Plan Services Fee Schedule

INCLUDED ASSETS	MAXIMUM ANNUAL FEE RATE
Up to \$1 million	75 bps
Over \$1 million to \$2 million	60 bps
Over \$2 million to \$5 million	50 bps
Over \$5 million to \$10 million	35 bps
Over \$10 million to \$20 million	25 bps
Over \$20 million to \$50 million	20 bps
Over \$50 million	15 bps

The Retirement Plan Services Fee is calculated by the Platform Provider by multiplying the annual fee rate by the value of the Included Assets held in the Plan in accordance with the methodology and frequency set forth in the agreement between Client and the Platform Provider.

After June 30 of each year, the Platform Provider will provide Edward Jones with the value of the Included Assets held in the Plan for the most recently available six (6)-month period. Edward Jones will determine if the value of the Included Assets has increased (or decreased) such that a different annual fee rate will apply. In the event the value of the Included Assets has increased from the prior six-month period such that a lower annual fee rate applies, the Platform Provider will calculate the Retirement Plan Services Fee going forward using the lower annual fee rate. In the event the value of the Included Assets held in the Plan has decreased from the prior six-month period, Edward Jones will not increase the annual fee rate for purposes of calculating the Retirement Plan Services Fee without providing prior notice to you. This process will not be applicable for Plans where Edward Jones has been serving as the registered investment adviser for a period of less than six (6) months.

The Client's Retirement Plan Services Fee will be identified on the Client's most current Edward Jones Employer Retirement Plan Disclosure document.

The initial Retirement Plan Services Fee will be calculated by the Platform Provider and determined in accordance with the methodology set forth in the agreement between Client and the Platform Provider. The Retirement Plan Services Fee may be discounted or reduced at the sole discretion of Edward Jones, as further described in the Edward Jones Retirement Plan Services Brochure.

If the Agreement is terminated, the final Retirement Plan Services Fee will be calculated by the Platform Provider and determined in accordance with the methodology set forth in the agreement between Client and the Platform Provider.

This page is intentionally left blank.