

# Edward Jones Select Retirement Account Client Services Agreement

This Edward Jones Select Retirement Account Client Services Agreement ("Agreement") is incorporated into and is part of the Account Authorization and Agreement Form (collectively the "Services Agreement"), signed by one or more persons or entities (collectively the "Client," "me," "my," "I," "you" or "your"), and constitutes a binding contract between Edward D. Jones & Co., L.P. ("Edward Jones," "we" or "our"), and me for my account ("Account"). 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.

I represent that I have read and understand the 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 and/or provided with this Services Agreement, including the Edward Jones Trust Company ("EJTC") IRA Custodial Agreement and/or Edward Jones Retirement Account Agreement.

By selecting Edward Jones as my broker-dealer, 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 Select Retirement Account

(a) **Client Information and My Portfolio Objective.** I agree to provide certain information to Edward Jones, which includes my goal or purpose for investing, risk tolerance(s) and investment time horizon(s), as well as other important financial information. Edward Jones will rely, in part, on the information I provide to complete a client profile ("Client Profile") in order to recommend a portfolio objective for both my Account's goal and my Account ("Portfolio Objective"). I represent that all information contained within the Client Profile is true and accurate. I agree to promptly notify Edward Jones of any change in the information that I have provided in the Client Profile, which may result in being required to complete a new Client Profile in order for Edward Jones to recommend a modification of the Account Portfolio Objective for my Account after considering such change.

Depending on several factors as determined by Edward Jones, I may be able to select an alternative Account Portfolio Objective for my Account. An alternative Portfolio Objective is not always available. I am responsible for selecting to invest in either a recommended Account Portfolio Objective or an alternative Account Portfolio Objective, if available. I have selected an alternative Account Portfolio Objective, Edward Jones' investment recommendations will be made based on my selected Portfolio Objective for the Account, not Edward Jones' recommended Portfolio Objective.

Once I have selected an Account Portfolio Objective, Edward Jones will make recommendations to buy, hold, sell or exchange investments based on the Account Portfolio Objective for my Account. I will make all decisions with respect to my Account and may follow or reject, in whole or in part, any recommendations made by Edward Jones, including whether to change the Account Portfolio Objective for my Account.

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 and 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, Financial Industry Regulatory Authority, Inc. ("FINRA") Rule 2165.

(b) **Investments and Instructions.** I understand and agree that I can: (1) hold only investments approved by Edward Jones as hold-eligible and (2) purchase only investments approved by Edward Jones as purchase-eligible. Edward Jones, at its discretion, can modify eligible investments at any time. If 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 liquidate or distribute that investment to me and/or terminate my Account in accordance with the terms of this Agreement. I understand that distribution of such an investment may result in adverse tax consequences.

Edward Jones offers a sweep program that provides clients, depending on their account type, with the option to automatically transfer uninvested cash in their account ("Free Credit Balances") to either a money market mutual fund or a bank whose deposits are insured by the Federal Deposit Insurance Corporation ("Sweep Program"). The products offered in the Sweep Program are the Edward Jones Money Market Fund ("Fund") and the Edward Jones Insured Bank Deposit Program ("Bank Program"). By choosing one of these as my sweep product, I consent to have Free Credit Balances in my Account included in the Sweep Program. Clients should review the terms, interest rates, and other features and tradeoffs of the Sweep Program with their financial advisor. Interest rates are available on Edward Jones' website at [www.edwardjones.com/rates](http://www.edwardjones.com/rates).

If my Account is an Edward Jones investment advisory account, my cash balances awaiting investment will be held in accordance with the terms of the investment advisory agreement applicable to my Account. If my Account is not an Edward Jones investment advisory account, the following terms apply:

- (i) As of February 9, 2019, if I am currently utilizing the Fund as my sweep product, my Free Credit Balances will continue to be automatically transferred to the Fund unless I change my selection thereafter, in which case, I may not select the Fund again as a sweep product.
- (ii) As of February 9, 2019, if I am not currently utilizing the Fund as my sweep product, the Fund will no longer be available as an option. In that case, consistent with my direction, my Free Credit Balances will be automatically transferred to the Bank Program or held as cash and eligible to receive interest thereon ("Cash Interest"). I acknowledge and agree that funds held as Cash Interest are awaiting investment and should not be held in Cash Interest solely for the purpose of earning interest. If I do not intend to invest funds held as Cash Interest in the future, I agree to notify my financial advisor and will transfer the funds to another available cash option, such as the Bank Program or withdraw them from my Account, in a timely manner.

Certain terms and conditions apply to the Bank Program. Investment in the Fund is subject to the terms and conditions set forth in the Fund prospectus. The Program Disclosure for the Bank Program and the Fund prospectus are available from my financial advisor or on Edward Jones' website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures). Edward Jones may change the products available under the Sweep Program at any time.

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 Free Credit Balances as Cash Interest in Customer Reserve Accounts. If Edward Jones

holds Free Credit Balances in Customer Reserve Accounts on my behalf, certain terms and conditions apply, which are available from my financial advisor or on Edward Jones' website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures).

I further agree that Edward Jones or EJTC shall be appointed as "custodial owner" on any annuity 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 annuity contract in my Account without any further consent or other action by me or on my behalf.

- (c) **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.

- (d) **Systematic Investing.** As designated by me, Edward Jones will automatically purchase, sell or exchange certain securities on a periodic basis. These systematic transaction programs include: (1) automatic dividend reinvestments ("Dividend Reinvestment Program"), (2) automatic distribution cross-reinvestments ("Cross-Reinvestment Program"), (3) periodic transactions of certain mutual funds ("Systematic Mutual Fund Program") and (4) periodic transactions of certain equity securities ("Dollar Cost Averaging Program"). I authorize Edward Jones to act as my agent with respect to any securities I designate pursuant to a systematic transaction program in which I enroll following my oral or written instruction. Participation in a systematic transaction program is voluntary, and I may modify or discontinue my participation at any time. Only certain securities, as determined by Edward Jones, are eligible for participation. I understand participation in a systematic transaction program does not ensure profits on my investments or protect against losses in declining markets and that Edward Jones is not recommending the purchase or sale of any security by designating it as eligible for participation in a systematic transaction program.

*Dividend Reinvestment Program.* If I participate in the Dividend Reinvestment Program, all dividends or distributions paid on eligible securities I have selected will automatically be reinvested into shares of the same security. Edward Jones will purchase shares of the reinvestment security in the open market, and the price I will pay will be the weighted average price paid by Edward Jones in any such market transaction(s). Generally, reinvestment purchases will be made in advance of and credited to my Account on the distribution payment date. In the event the distribution payment amount on an owned security is not known in advance, the purchase and reinvestment will be made as soon thereafter as the amount of the distribution payment can be calculated with certainty, including any necessary currency conversions. If a company offers its shareholders an option to receive their dividend in company stock, known as a scrip dividend, we will use your cash or reinvest election as the basis for allocating your dividend payments. If you elect or have elected company stock and the company suspends or cancels its company stock option, we will continue your accumulation of shares by reinvesting your dividends through Edward Jones' Dividend Reinvestment Program. If the company subsequently reinstates its company stock option and you are reinvesting, your dividends will be paid in shares in accordance with the company's scrip dividend program.

*Cross-Reinvestment Program.* If I participate in the Cross-Reinvestment Program, distributions from eligible mutual funds in my Account that I select may be automatically reinvested into shares of certain eligible mutual funds of my choosing ("cross-reinvestment security") for which I have received a current prospectus. Generally on the same business day as the distribution payment, Edward Jones will invest the funds received on my behalf into shares of the cross-reinvestment security, which will settle on the following business day. The price paid for such cross-reinvestment security will be the public offering price of the security as determined in its prospectus. The cross-reinvestment of distributions from one mutual fund to another mutual fund is generally only permitted among affiliated funds and may otherwise be limited by the terms of the funds' prospectuses.

*Systematic Mutual Fund Program.* If I participate in the Systematic Mutual Fund Program, Edward Jones will periodically purchase, sell or exchange shares of my existing eligible mutual funds held in my Account. As described in the applicable prospectus, purchases will be made at the public offering price and sales or exchanges executed at the net asset value. These transactions will be executed automatically on a monthly, quarterly, semi-annual or annual basis, as I may choose and at the dollar amount I specify for such transactions.

*Dollar Cost Averaging Program.* If I participate in the Dollar Cost Averaging Program, Edward Jones will periodically purchase or sell shares of eligible securities on a monthly basis. The price per share will be the weighted average price per share of all related trades. A separately signed form may be required for participation in the Dollar Cost Averaging Program.

*Confirmations.* All systematic transactions will be confirmed on my periodic Account statement. I will not receive separate immediate confirmations for these transactions. I understand details of any transaction will be provided to me by Edward Jones upon my written request.

*Fees.* For transactions in mutual funds under the Cross-Reinvestment and Systematic Mutual Fund Programs, compensation received by Edward Jones is only that which is set forth in the applicable prospectus. Fees for the Dividend Reinvestment and Dollar Cost Averaging Programs are described in the Edward Jones Select Retirement Account Schedule of Fees.

*Fractional Shares.* Systematic transactions may result in my owning interests in fractional shares of securities. I remain entitled to receive dividend and distribution payments proportionate to my fractional shares in such holdings. In certain instances, my fractional shares may be liquidated by Edward Jones at the prevailing market price.

I understand that liquidation of "orphaned fractional shares" will be confirmed on my periodic statements and that I will not receive separate immediate confirmations for these transactions. Orphaned fractional shares are fractional shares that I: (1) cannot transfer from Edward Jones if I initiate the transfer out of my account or (2) received from a pending dividend reinvestment program transaction after I liquidated my whole shares. I understand that orphaned fractional shares will be liquidated in a principal capacity.

- (e) **Trading, Execution and Other Services.** I understand Edward Jones will provide nondiscretionary broker-dealer services. I understand and agree with respect to this Account Edward Jones is acting in the capacity or role of a broker-dealer and my Financial Advisor is an associated person of Edward Jones as defined by Regulation Best Interest.

Edward Jones may also provide information about financial products, as well as investment research, investment recommendations, financial assessment tools, investor education, advice incidental to such services, and other services, to enable me to make my investment decisions. These services will be limited to those offered by Edward Jones in its

regular course of business and subject to such limits as Edward Jones may establish from time to time for my Accounts. I agree these services do not constitute financial planning or investment advisory services as provided by a Registered Investment Adviser. Edward Jones will not charge a separate fee for these services. I understand that should I determine I need financial planning services, neither Edward Jones nor my financial advisor provide financial planning services, and that I will need to seek those services elsewhere.

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.

My financial advisor may utilize a professional designation. I understand that Edward Jones is not affiliated with any of the sponsoring firms of such professional designations and that the use or attainment by my financial advisor of a particular professional designation in no way implies that either Edward Jones or my financial advisor provides financial planning services or investment advisory services, or a fiduciary for my Account.

I authorize and direct Edward Jones, as broker-dealer, to provide execution services for securities and financial investments in my Account. Edward Jones will arrange for delivery and payment in connection with the execution services rendered to me, and I authorize Edward Jones to act on my behalf in all other matters necessary or incidental to the handling of my Account. Transactions in my Account will be made in accordance with the trading practices of Edward Jones.

Redemption fees or sales charges may be assessed upon the liquidation or redemption of securities. I understand that these fees and expenses may negatively affect my investment performance. I am responsible for all trading and investment decisions in my Account. Unless otherwise provided for in this Agreement, neither Edward Jones nor my financial advisor has authority for any trading or investment decisions in my Account. I understand that Edward Jones will not monitor my Account but may provide me nondiscretionary broker-dealer services as described in this Agreement.

I acknowledge that Edward Jones does not generally accept trade instructions sent via electronic mail, text message or any other electronic medium, or provided as a recording such as voicemail, and agree not to give instructions in this manner.

I agree Edward Jones may at any time, in its sole and absolute discretion, restrict trading, disbursements, deposits or transfers, or refuse to take an action in my Account.

When purchasing, selling or exchanging securities, I authorize Edward Jones to act either as agent on my behalf, or as principal for its own account.

I agree and understand that pursuant to Employee Retirement Income Security Act of 1974 (ERISA) section 3(21)(A)(ii) and/or Internal Revenue Code section 4975(e)(3) and the regulations thereunder: (1) Edward Jones and my financial advisor are not serving as fiduciaries, and (2) Edward Jones and my financial advisor are not rendering advice on an ongoing or regular basis.

- (f) **Order Execution and Routing Practices.** The SEC has rules to improve public disclosure of order execution and routing practices. Edward Jones' quarterly order execution statistics are available at [www.edwardjones.com/orderrouting](http://www.edwardjones.com/orderrouting). Upon request, we will also provide you with specific information, including time of execution and the identity of the market center to which your order was routed for execution.
- (g) I understand that I can obtain information about the background of my financial advisor at [www.brokercheck.finra.org](http://www.brokercheck.finra.org) or [www.investor.gov](http://www.investor.gov).
- (h) I understand that information about the protection, handling, and sharing of any non-public personal information can be

found in the Edward Jones Privacy Notice provided to me at account opening.

## 2. Opening an Edward Jones Select Retirement Account

- (a) **Investment Policy Statement.** I understand and agree that Edward Jones and its financial advisors will not review, monitor, accept or adhere to an investment policy statement or similar document that was not prepared by Edward Jones. Adherence to any such investment policy statement is my responsibility.
- (b) **Investment Minimums.** I acknowledge that my Account is subject to certain investment minimums, which may determine my eligibility for this Account. These investment minimums are determined by Edward Jones and are subject to change. Additionally, I understand that Edward Jones, in its sole discretion, will determine what assets will be considered when determining whether or not I have met the applicable investment minimums.
- (c) **Custody of Assets.** If I have entered into an Edward Jones Retirement Account Agreement, I agree to maintain custody of all assets at Edward Jones, located at 12555 Manchester Road, St. Louis, Missouri 63131. If I have entered into an IRA Custodial Agreement with EJTC, I agree to maintain custody of all assets 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.

My Account will be used to receive and credit assets for my Account and all dividends, capital gains and redemptions received on the assets of my Account.

## 3. Edward Jones Select Retirement Account Fees

I authorize Edward Jones to retain payment from my Account for its services as broker-dealer, in accordance with its Edward Jones Select Retirement Account Schedule of Fees as published from time to time and as in effect at the time such compensation becomes payable, and the commission schedule that is available from my financial advisor. The Edward Jones Select Retirement Account Schedule of Fees and information concerning additional compensation Edward Jones may receive in connection with my Account can be obtained from my financial advisor or on Edward Jones' website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures). This compensation, and other financial and non-financial incentives, may create a material conflict between Edward Jones' interest, your financial advisor's interest, and your own. These conflicts are disclosed on Edward Jones' website at [www.edwardjones.com/compensation](http://www.edwardjones.com/compensation) and in the Important Information About Our Brokerage Services document and the Edward Jones Client Relationship Summary.

## 4. Edward Jones Select Transitional Account

The Edward Jones Select Transitional Account ("Transitional Account") is an Account with short term and limited features designed to facilitate the handling of certain transactions within a limited period of time due to special circumstances.

If you open a Transitional Account, your Transitional Account is subject to all of the terms and conditions of this Agreement, unless otherwise modified in this section. In the event of an inconsistency or discrepancy between this section and the rest of the Agreement, the terms of this section shall govern for your Transitional Account.

Transitional Accounts are assigned an Account Portfolio Objective by Edward Jones. Additionally, your ability to purchase or exchange investments within your Transitional Account may be limited and/or restricted.

All investments in your Transitional account must be removed from the account within sixty (60) days of the account's initial funding or, if subsequently re-funded after such period, within sixty (60) days of the subsequent re-funding of your account. During such time, you may need to take certain steps, such as

selling any investments that are not eligible to be held in your chosen accounts, if applicable, and transferring the proceeds and any other eligible investments into such chosen accounts.

## 5. Proxies and Ownership of Securities

Unless instructed otherwise by me in writing, Edward Jones shall deliver to me all prospectuses and proxies that may come into Edward Jones' possession by reason of its holding of securities in my Account in accordance with the standards of the Securities and Exchange Commission and FINRA. Additionally, unless instructed otherwise by me, Edward Jones shall release my name, address and security position(s) to requesting issuers for securities held in my Account in accordance with the standards of the Securities and Exchange Commission.

I am solely responsible for voting proxies arising from any securities held in my Account. I understand and agree that Edward Jones will not take any action and will not render any advice regarding how to vote proxies arising from any securities held in my Account.

## 6. Acceptance, Assignment and Termination

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

I acknowledge that my Account will not become active and trading cannot begin until: (1) the acceptance of this Services Agreement and either the EJTC IRA Custodial Agreement or the Edward Jones Retirement Account Agreement by Edward Jones and (2) the funding of the Account at the initial minimum investment as determined 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 Accounts 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.

If either party provides notice of termination of this Services Agreement, I will provide Edward Jones with instructions regarding the securities in my Account. If I fail to provide such instructions, Edward Jones may liquidate and distribute the assets in my Account upon termination of this Services Agreement. I understand that such a distribution may result in adverse tax consequences.

Termination of the Services Agreement shall not alter the liabilities or obligation of the parties incurred prior to such termination. The provisions of Sections 1.c., 3, 5 - 7, and 9 - 12 shall survive the termination of this Services Agreement.

## 7. Scope of the Services Agreement

I acknowledge that this Services Agreement, as well as any other agreements governing my Account, as amended from time to time, constitute 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, the following rules shall be used to resolve the inconsistency or discrepancy: (1) if the

inconsistency or discrepancy relates to the services provided under this Services Agreement, then the terms of this Services Agreement shall govern, or (2) if the inconsistency or discrepancy relates to a particular account type or additional service, then the terms of the agreement for that account type or service shall govern.

## 8. 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 Missouri without giving effect to any choice of law or conflict-of-laws provisions. 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.

## 9. Notices, Disclosures and Communications

Any notices, disclosures or communications may be (1) mailed first class or sent by commercial express courier service to me at the last address in Edward Jones' records, and to Edward Jones at 12555 Manchester Road, St. Louis, Missouri 63131; (2) sent by email to me at the last email address in Edward Jones' records; (3) sent by text message to me at the last phone number in Edward Jones' records; (4) personally delivered to me or any beneficiary; or (5) posted on Edward Jones' public website if allowed by applicable law. Any such notice mailed (a) to me 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 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).

## 10. 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 to the extent such waiver is permissible under applicable law.

## 11. 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.

## 12. 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.

## 13. 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.

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