

# Edward Jones Trust Company

## Traditional Individual Retirement Account Trust Agreement

(Under Section 408(a) of the Internal Revenue Code) IRS Form 5305 (Rev. April 2017)

This Trust Agreement is incorporated into and is part of the Individual Retirement Account Authorization Form (collectively "Agreement") signed by me (collectively "the Grantor," "the Client," "me," "my," "I," "you" or "your") and constitutes a binding contract between Edward Jones Trust Company (collectively, "EJTC" "Trustee" "we" or "our"), and me. I represent that I have read and understand the Agreement and agree to be bound by its terms as well as the separate disclosures and notices referenced in and/or provided with this Agreement. I am establishing a traditional individual retirement account ("IRA") under Section 408(a) of the Internal Revenue Code of 1986, as amended ("the Code"), to provide for my retirement and for the support of my beneficiaries after death.

I understand that EJTC is acting as Trustee of my account with investment discretion and is therefore a fiduciary, as defined in Section 4975(e)(3) of the Code, with respect to my account. I agree and understand that, except to the extent incorporated into the provisions of Section 4975 of the Code, the provisions of the Employee Retirement Income Security Act of 1974, as amended, are not applicable to my account.

EJTC has given me the disclosure statement required by Federal Income Tax Regulations ("Regulations") Section 1.408-6. Grantor and Trustee make the following Agreement:

### Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k) or a recharacterized contribution described in section 408A(d)(6), the trustee will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

### Article II

Grantor's interest in the balance in the trust account is nonforfeitable.

### Article III

- No part of the trust account funds may be invested in life insurance contracts, nor may the assets of the trust account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
- No part of the trust account funds may be invested in collectibles (within the meaning of Section 408(m)), except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

### Article IV

- Notwithstanding any provision of this Agreement to the contrary, the distribution of Grantor's interest in the trust account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the Regulations thereunder, the provisions of which are herein incorporated by reference.
- Grantor's entire interest in the trust account must be, or begin to be, distributed not later than Grantor's required beginning date, April 1 following the calendar year in which Grantor reaches age 70½. By that date, Grantor may elect, in a manner

acceptable to Trustee, to have the balance in the trust account distributed in:

- A single sum or
  - Payments over a period not longer than the life of Grantor or the joint lives of Grantor and his or her designated beneficiary.
- If Grantor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
    - If Grantor dies on or after the required beginning date and:
      - The designated beneficiary is Grantor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy, as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below, if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy, as determined in the year of the spouse's death and reduced by one (1) for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
      - The designated beneficiary is not Grantor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy, as determined in the year following the death of Grantor and reduced by one (1) for each subsequent year, or over the period in paragraph (a)(iii) below, if longer.
      - There is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of Grantor as determined in the year of Grantor's death and reduced by one (1) for each subsequent year.
    - If the Grantor dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below:
      - The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Grantor's death. If, however, the designated beneficiary is the Grantor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Grantor would have reached age 70½. But, in such case, if the Grantor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.
      - The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Grantor's death.
  - If the Grantor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Grantor's surviving spouse, no additional contributions may be accepted in the account.
  - The minimum amount that must be distributed each year, beginning with the year containing Grantor's required begin-

ning date, is known as the "required minimum distribution" ("RMD") and is determined as follows:

- (a) The RMD under paragraph 2(b) for any year, beginning with the year Grantor reaches age 70½, is Grantor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations Section 1.401(a)(9)-9. However, if Grantor's designated beneficiary is his or her surviving spouse, the RMD for a year shall not be more than Grantor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations Section 1.401(a)(9)-9. The RMD for a year under this paragraph (a) is determined using Grantor's (or, if applicable, Grantor's and spouse's) attained age (or ages) in the year.
  - (b) The RMD under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of Grantor's death (or the year Grantor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
  - (c) The RMD for the year Grantor reaches age 70½ can be made as late as April 1 of the following year. The RMD for any other year must be made by the end of such year.
6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the Regulations under Section 408(a)(6).

## Article V

1. Grantor agrees to provide Trustee with all information necessary to prepare any reports required by Section 408(i) and Regulations Sections 1.408-5 and 1.408-6.
2. Trustee agrees to submit to the Internal Revenue Service ("IRS") and Grantor the reports prescribed by the IRS.

## Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with Section 408(a) and the related Regulations will be invalid.

## Article VII

This Agreement will be amended as necessary to comply with the provisions of the Code and the related Regulations. Other amendments may be made with the consent of Grantor and of Trustee.

## Article VIII

### 1. Account Owner Representations and Agreements.

- (a) *Client Representation and Warranties.* I am a natural person of legal age with the ability to enter into this Agreement. The information I have provided to EJTC in connection with this account is current, accurate, truthful and complete. Unless I have notified EJTC to the contrary, I am not an employee of: (1) the Financial Industry Regulatory Authority, Inc. ("FINRA"); (2) any stock exchange; (3) any member firm of any exchange; (4) a bank; (5) a trust company; or (6) any member firm of FINRA. If I become so employed, I agree to notify EJTC of that employment promptly after becoming so employed.
- (b) *Identity Verification.* I understand that federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. In connection with opening my account, I have supplied EJTC with truthful information to allow EJTC to identify me and will supply additional information reasonably requested by EJTC. I authorize EJTC to obtain consumer credit reports and other

information as necessary, to determine whether to establish my account or, after the account is opened, whether to maintain that account or decline, restrict or discontinue certain services. EJTC will, upon written request made by me within a reasonable time, furnish the names and addresses of any of the consumer credit reporting agencies from which EJTC obtained any consumer credit reports.

- (c) *Beneficial Owner and Authority to Act.* No persons other than those I have identified to EJTC in connection with the opening of this account have an interest in my account. No persons other than those signing this Agreement are authorized to act on behalf of this account unless specifically authorized by the terms of a valid power of attorney that has been provided to and accepted by EJTC. I will not assign or otherwise encumber assets held in this account as security for any obligation.

2. **Contributions, Rollovers, Transfers and Conversions.** I may make contributions, rollovers, and transfers to my account, in amounts and at such time as may be permitted by the Code, Regulations, EJTC, this Agreement and applicable law. I shall designate whether each such deposit is a contribution, rollover, or transfer and EJTC shall have no responsibility for whether such designation is correct or permissible. EJTC reserves the right to refuse any contribution, rollover, transfer or conversion. I am responsible for the determination of any excess contributions and the timely withdrawal thereof. The last day to make annual IRA contributions for a particular tax year is the deadline for filing my federal income tax return, not including extensions, or such later date as may be determined by the Department of Treasury or the Internal Revenue Service for the taxable year for which the contribution relates. I shall designate, in a form and manner acceptable to the EJTC, the taxable year for which such contribution is made. All contributions will be recorded as current-year contributions unless I provide timely notice to EJTC to the contrary. EJTC may terminate contributions for any reason, including if EJTC is notified of my death, or for traditional IRA accounts only, if I reach the age of 70½. When the cumulative amount of contributions exceeds the IRS maximum allowable contribution limits for a given year, EJTC will have no obligation to accept further contributions for the year. Recurring contributions that exceed such limit will be reinstated automatically the following calendar year.

3. **Investments: Trustee Investment Discretion.** EJTC shall have full authority and power to invest and reinvest my account in any property, real or personal, domestic or foreign, which is legally permissible for an IRA, that EJTC may select in its discretion, and that is obtainable in its regular course of business, without regard to any restrictions of the law of any jurisdiction applicable to investments by fiduciaries. Except as otherwise provided in this Agreement, EJTC shall have full authority and power to manage and control the assets of my account upon such terms and conditions as it may see fit, including the exercise of those powers given to trustees under Section 456.8-816 of the Missouri Revised Statutes, as amended from time to time. Notwithstanding the foregoing, I retain the authority and power to direct EJTC to purchase, reinvest, retain or sell assets within my account, and EJTC shall have no duty to question such directions and shall not be liable to me, my estate, or my beneficiaries for following such directions. EJTC will invest all contributions (including transfers of assets) in a reasonable time following their receipt. However, EJTC shall not be obligated to invest my initial contribution (or my beneficiary's initial transfer of assets) to this account until at least seven (7) calendar days have elapsed from the date of acceptance by or on behalf of EJTC.

4. **Utilization of Affiliates.** I acknowledge that EJTC is a subsidiary of The Jones Financial Companies, L.L.P., and agree and acknowledge that EJTC may retain the services of a Jones Financial subsidiary or affiliate to assist it in fulfilling its duties and obligations under this Agreement.

## 5. Designation of Beneficiaries.

(a) *Designation of Beneficiary(ies)*. I may designate one or more beneficiaries of my IRA. Beneficiaries must be designated by me in a writing that is received by and acceptable to EJTC. Any beneficiary designation accepted by EJTC will be effective as of the date executed by me. EJTC may declare any beneficiary designation not received by EJTC during my lifetime to be void. If any designated beneficiary dies within 120 hours of my death, such beneficiary shall not be considered to have survived me. In addition, if a beneficiary does not claim such beneficiary's interest in my account by September 30 of the year following my death, then EJTC may treat such beneficiary as failing to survive me.

After my death, EJTC shall, in its sole discretion, determine the method for transferring or otherwise administering all assets in my account or payments (e.g., dividends) received into my account. EJTC shall have no liability to any beneficiary for any loss of or fluctuation in the value of assets held in my account.

(b) *Beneficiary Not Designated*. If I have no designated beneficiaries, or no beneficiaries survive me, then my beneficiaries shall be deemed to be designated in the following order and priority: (1) my surviving spouse; or if none, then (2) my descendants, per stirpes, as defined under the laws of the State of Missouri, or if none, then (3) my estate.

(c) *Death of Beneficiary*. If a beneficiary survives me, but dies before receiving his or her entire interest in my account, his or her remaining interest in my account shall be paid to any successor beneficiaries designated by the deceased beneficiary in a writing received by and acceptable to EJTC. If the deceased beneficiary has no designated successor beneficiaries, or no successor beneficiaries survive the deceased beneficiary, then EJTC shall distribute the deceased beneficiary's interest in my account in the following order and priority: (1) the deceased beneficiary's surviving spouse; or if none, then (2) the deceased beneficiary's descendants, per stirpes, as defined under the laws of the State of Missouri; or if none, then (3) the deceased beneficiary's estate. If any successor beneficiary dies within 120 hours of the death of a designated beneficiary, such successor beneficiary shall not be considered to have survived the designated beneficiary.

## 6. Distributions.

(a) *Form of Distributions*. Distributions may be made in cash or, if permitted under policies and procedures established by EJTC, in kind. Subject to the provisions of Article IV, EJTC shall make distributions from my account at such time, in such manner and in such amounts as shall be requested by me, (or, in the event of my death, any designated or successor beneficiary). Any such request may be verbal or in writing on a form acceptable to EJTC, shall designate the assets to be sold to provide for the distribution, and shall be followed or accompanied by such documentation as shall be requested by EJTC. I shall be solely responsible to pay all taxes and penalties that may become due as a result of any such distribution. EJTC shall not be responsible or be liable for the purpose, timing, sufficiency or propriety of any distribution or for distributions made in reasonable good faith.

(b) *Withholding*. All distributions shall be subject to applicable withholding, taxes and penalties. EJTC may require me or my beneficiaries to provide a withholding election and taxpayer identification number certification before making any distribution from my account.

(c) *Required Minimum Distributions (RMD)*. EJTC may, if requested by me, in a form and manner acceptable to EJTC, compute the RMD amount in accordance with Article IV of the Agreement. I shall be responsible for causing the proper RMD amount to be withdrawn from my account each year. Even if EJTC provides me with an RMD calculation, I (and

after my death, my beneficiary) are responsible for ensuring that RMDs are made timely and are in amounts that satisfy IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and related Treasury Regulations.

## 7. Powers, Duties and Obligations of EJTC.

(a) *During My Lifetime and Incapacity*. Any and all of EJTC's duties and obligations described in this Agreement are owed exclusively to me during my lifetime. In the event of my incapacity, EJTC shall continue to manage and administer my account for my exclusive benefit and shall have no duty to notify or provide accountings to any of my beneficiaries. If EJTC believes that I may have become incapacitated, EJTC may request a writing in a form and manner acceptable by EJTC from a physician in good standing who certifies my ability to conduct my financial affairs before acting on any of my instructions or directions.

(b) *Instructions*. I agree that EJTC, in its absolute discretion, may require my written instructions (excluding email or other electronic media) before making any distributions from the account or taking any other account-related actions and that EJTC shall have no liability to me for any costs, expenses or loss incurred as a result of this requirement. Notwithstanding the foregoing, EJTC, in its sole discretion, may accept my oral instructions or written instructions from my email or other electronic media. I agree that EJTC may at any time, in its sole discretion, restrict trading, disbursements, deposits or transfers, or refuse to take an action in my account that is based on instructions that are provided to EJTC other than in accordance with its approved procedures.

(c) *Use of Electronic Systems and Third-party Data*. Use of any electronic systems to access my account information is at my sole risk. Neither EJTC nor its vendors providing data, information or other services, including but not limited to any exchange (collectively, "Service Providers"), warrant that the service will be uninterrupted, error-free, or free from viruses or other harmful effects. EJTC does not make any warranty as to the accuracy of information obtained from any of these systems. EJTC will not be liable in any way to me 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, interruption in data due to neglect or omission by it or any Service Provider or any "Force Majeure" event, as defined below. EJTC will from time to time provide me with market data as well as periodic valuations of securities and/or other financial investments held in my account. Such data is obtained from third-party Service Providers EJTC has selected. I understand and agree that EJTC has no liability to me for errors, delay, omissions in or interruption of such data.

(d) *Proxies*. EJTC shall execute proxies for the exercise of voting rights pertaining to any securities held in my account, unless otherwise directed by me in written instructions.

(e) *Records and Reports*. EJTC shall furnish me with periodic statements, with an annual report prepared in accordance with the requirements of the Code, and with such information concerning required distributions as is prescribed by the IRS. Unless I file with EJTC a written statement of exceptions or objections to any report, record or information within thirty (30) days after notice of the report, record or information, I shall be deemed to have approved such report, record or information and EJTC shall be released from all liability to anyone (including my spouse or any beneficiary) with respect to all matters set forth in the report, record or information as though the report, record or information had been settled by judgment or decree of a court of competent jurisdiction. No person other than me may require an accounting.

(f) *Assets Held Elsewhere*. EJTC may also, as I may request, permit information concerning securities or financial instru-

ments not held with EJTC to be reflected on certain reports of my assets. I acknowledge that information provided by EJTC for such securities or financial instruments is based solely upon information provided by me or third parties, and EJTC is not responsible for its completeness or accuracy. The reflection of such securities or financial instruments on any reports in no way represents an affirmation by EJTC that I in fact own such securities or financial instruments.

(g) *Right to Request Judicial Assistance.* EJTC shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise, or for instructions. The only necessary party defendant to any such action shall be me, but EJTC may join any other person or persons as a party defendant. The cost, including attorney's fees, of any such proceeding shall be charged as an administrative expense under Article VIII, Section 8, of this Agreement. Any request by EJTC for judicial assistance shall not be considered a waiver of EJTC's right to arbitrate, as set forth in Article VIII, Section 16, of this Agreement.

(h) *Scope of Trustee's Duties.* It is my obligation to ensure that any transactions effected by me comply with all applicable laws and regulations. EJTC shall have no duty to question, investigate or ascertain whether contributions, transfers, rollovers, distributions or any other account activity comply with the Code or whether the duties of those directing the activity have been satisfied. EJTC shall not have any duty to question my directions regarding the purchase, reinvestment, diversification, retention or sale of assets credited to my account.

(i) *Scope of Trustee's Liability.* EJTC shall not be liable for any loss of any kind that may result from any action taken by EJTC in accordance with my directions or from any failure to act because of the absence of any such directions or resulting from my control (whether by action or inaction) over my account. EJTC shall not be liable for any taxes (or interest thereon) or penalties incurred by me in connection with my account or in connection with any transaction of my account. EJTC is entitled to act upon any instrument, certificate or form it believes is genuine and believes is executed or presented by the proper person or persons, and EJTC need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. I agree EJTC is not 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 EJTC (each a "Force Majeure" event). I shall indemnify and hold harmless EJTC from any liability that may arise hereunder except liability arising from the gross negligence or willful misconduct of EJTC.

## 8. Fees, Expenses and Taxes.

(a) *Fees of EJTC.* I authorize EJTC to retain payment from my account for its services as Trustee, in accordance with its Schedule of Fees as published from time to time and as in effect at the time such compensation becomes payable. EJTC's Schedule of Fees can be found on EJTC's website at [edwardjones.com/EJTC/disclosures](http://edwardjones.com/EJTC/disclosures).

(b) *Expenses and Taxes.* Subject to the provisions of applicable law, all expenses incurred by EJTC in connection with the establishment and maintenance of my account and its duties under this Agreement, including fees for brokerage services, the fees of attorneys and other persons providing services with respect to my account, and all taxes and penalties of any kind imposed, levied or assessed with respect to my account or the assets or income thereof shall be paid from my account, unless otherwise paid by me in accordance with policies and procedures established by EJTC, as the same may be changed from time to time.

(c) *Liquidation of Assets.* If I fail to pay any administrative fee, expense, or tax provided under this Agreement within a reasonable time after demand for such payment has been made by EJTC, or if my account does not contain adequate cash to cover such items or cover the cost of investment purchases in my account, EJTC may liquidate without notice such of the assets of my account as it deems appropriate for this purpose. If the liquidation of all assets in my account is not sufficient, EJTC shall charge me for such excess amounts.

9. **Notices.** Any notices required under this Agreement may be (a) mailed, first class, to me or any beneficiary at the last address set forth in EJTC's records, and to EJTC at its principal place of business; (b) delivered by email to me or any beneficiary at the last email address set forth in EJTC's records, if I or any such beneficiary has elected to receive statements and/or other matters by email; (c) personally delivered to me or any beneficiary; or (d) posted on EJTC's public website and/or such website where EJTC provides me information, if allowed by applicable law. Any such notice mailed (i) to me or any beneficiary shall be effective when mailed, and (ii) to EJTC shall be effective when actually received. Notice sent by email is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to EJTC's website is effective on the date posted. EJTC may, in its sole discretion and to the extent permitted by applicable law, including but not limited to the Code and Regulations, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of EJTC that apply to my account. These disclosures and policies are subject to change without notice to me at any time and can be obtained from EJTC or at [edwardjones.com/EJTC/disclosures](http://edwardjones.com/EJTC/disclosures).

10. **Termination.** This Agreement may be terminated by me at any time by notice to EJTC with accompanying instructions regarding distribution of my account. Distribution of my account or transfer of the assets in my account to another trustee or custodian shall be in accordance with this Agreement as soon as administratively practicable following receipt of such notice. EJTC may deduct the amount necessary to pay any outstanding fees, expenses and taxes with respect to this account from such distribution or transfer. This Agreement shall terminate upon complete withdrawal or transfer of the assets of my account or upon resignation of EJTC.

11. **Resignation.** EJTC may resign for any reason by giving notice to me thirty (30) calendar days in advance. Upon receipt of such notice, I shall appoint a successor trustee or custodian and shall notify EJTC in writing of such appointment. EJTC shall transfer the balance of my account as soon as administratively practicable following receipt of such notice. If I fail to appoint a successor trustee or custodian within thirty (30) calendar days after the date EJTC gives notice of its resignation, EJTC may transfer the balance of my account to a successor trustee or custodian whom it chooses, or distribute such balance to me in kind or may liquidate all or a portion of the assets and distribute in cash or in kind. EJTC may deduct the amount necessary to pay any outstanding fees, expenses and taxes with respect to my account from such transfer or distribution. I understand that such a distribution may result in adverse tax consequences. EJTC shall not be liable for any actions or failures to act, neither on the part of any successor trustee or custodian, nor for any tax consequences I may incur as a result of such transfer or distribution.

12. **Successor or Substitute Trustee.** If EJTC merges with, purchases or is purchased by another organization, such organization shall automatically become trustee of the IRA established pursuant to this Agreement, but only if such organization is authorized under applicable law to be trustee of an IRA. No successor trustee or custodian shall have any obligation or liability for the acts or omissions of its predecessors. If the Commissioner of the IRS notifies that a substitute trustee or custodian must be appointed, then I shall appoint a substitute trustee or custodian.

**13. Amendments.** EJTC may amend this Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as EJTC deems advisable. EJTC 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 EJTC website to review details of a change. Unless I object to such amendment(s) by sending written notice to EJTC in a form and manner acceptable to EJTC 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).

**14. Additional Agreement Provisions.**

- (a) *Prohibited Transactions.* I, my spouse, and any beneficiary may not assign my account, or use it, or any portion of it, as security for a loan or borrow from my account. Neither I nor any other person or institution acting as my agent or otherwise acting on my behalf shall engage in any prohibited transaction, within the meaning of Section 4975 of the Code, with respect to my account. The foregoing representation by me shall not apply to any actions taken by EJTC.
- (b) *Prohibition against Assignment of Benefits.* Except to the extent otherwise required by law, none of the benefits, payments or proceeds held in my account on my behalf or on behalf of my spouse or any beneficiaries shall be subject to the claims of any of my creditors or creditors of my spouse or any beneficiary, nor shall I, my spouse, or any beneficiary anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which he or she is or may be entitled under the Agreement.
- (c) *IRS Model Form.* This Form 5305 is a model Trust Agreement that meets the requirements of Section 408(a) of the Code and has been automatically pre-approved by the IRS. A traditional IRA is established after the Account Authorization Form is fully executed by me and entered in the records of EJTC and must be completed no later than the due date of my income tax return for the tax year (without regard to extensions). This account must be created in the United States for the exclusive benefit of me or my beneficiaries.
- (d) *Spousal Account.* Contributions to an account for a non-working spouse must be made to a separate account established by the non-working spouse.
- (e) *Minor Accounts.* A parent or legal guardian may execute the Account Authorization Form on behalf of a minor. In the event this IRA is established for a minor, the parent or legal guardian is authorized, on behalf of such minor, to take whatever actions are afforded under the terms of this Agreement, other than designating any beneficiaries. EJTC has no obligation or duty to investigate, review, or question the action of the parent or legal guardian. The parent or legal guardian, by establishing this IRA on behalf of a minor, agrees to indemnify and hold harmless EJTC and its affiliates from any losses, claims or damages, including court costs and reasonable attorney fees incurred by EJTC or its affiliates, as a result of or in connection with establishing or maintaining the IRA in the name of the minor.
- (f) *Indemnification.* Except to the extent otherwise prohibited by law, I agree to indemnify and hold EJTC harmless from any causes of action, claims, expenses or liabilities that might be asserted by me or any third party against EJTC by reason of my actions or omissions related to this Agreement.
- (g) *Binding Effect, Death, Incompetence, Disability, Succession.* This Agreement supersedes any prior agreement of the parties and its terms shall be binding upon my heirs, beneficiaries, personal representatives, agents, estate, executors, successors, administrators, assigns, trustees and conservators ("Successors") as to all matters involving my account with EJTC, including but not limited to the terms

relating to arbitration. I agree that in the event of my death, incompetency or disability, I and/or my Successors shall hold EJTC harmless from any and all liability EJTC may incur for continuing to operate as though I was alive and competent until EJTC is notified in writing by Successors of such death or incompetency. Notwithstanding the foregoing, in the event of my death, incompetency, or disability, EJTC may liquidate, restrict or terminate services to my account without prior notice to or demand upon my successors.

- (h) *EJTC's Conduct Not to Constitute Waiver.* EJTC's 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 EJTC's part shall not constitute or be considered a waiver by EJTC of any of its rights hereunder.
- (i) *Severability.* 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.
- (j) *Affiliate Transactions.* I acknowledge that EJTC is a subsidiary of The Jones Financial Companies, L.L.L.P., and I authorize EJTC to engage the services of any Jones Financial subsidiary or affiliate, including but not limited to Edward D. Jones & Co., L.P. I specifically authorize EJTC to (1) engage the services of any affiliate to execute brokerage transactions or to provide other services with respect to my account and, subject to the requirements of applicable law, to pay for such services from account assets, with such payments to be in addition to any fee charged by EJTC; (2) invest my account assets in any financial instrument or investment vehicle sold, managed, advised or currently distributed, underwritten or issued by any affiliate; and (3) engage in transactions on behalf of my account with an affiliate, where the affiliate is acting as principal for its own account, without any prior notice to, or additional consent from, me or the beneficiaries of my account. Notwithstanding the foregoing, no affiliate transaction shall be undertaken or permitted to the extent that it would constitute a non-exempt prohibited transaction under Section 4975 of the Code.
- (k) *Tax or Legal Information.* While providing its services under this Agreement, EJTC 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 or attorney for such advice. In the event that this IRA is established by a legal representative of a person (such as an agent under a power of attorney, a conservator, or a guardian), EJTC has no obligation to investigate, review or question the actions of the legal representative.

**15. Governing Law.** Except to the extent pre-empted by federal law, this Agreement, its 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. Any property rights created or associated with any account that is established under this Agreement, including rights of spouses, as well as the rights of their legal and personal representatives, assigns, heirs, distributees and successors, shall be governed by the laws of the State of Missouri, regardless of any party's residency or domicile and without regard to the community property laws of any state.

**16. Arbitration Agreement.**

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

- 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.**
- 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 typically will 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.

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 EJTC, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Agreement, or to the breach thereof, or transactions or accounts maintained by me with any of EJTC's 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 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.