

Self-directed Roth IRA Packet

Custodial Agreement

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Disclosure Statement Appendix A

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Based on your account, you may also receive:

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Roth Individual Retirement Account Custodial Agreement

(Under Section 408A of the Internal Revenue Code) IRS Form 5305-RA (Rev. March 2018)

This Custodial Agreement is incorporated into and is part of the Individual Retirement Account Authorization Form (collectively "Agreement") signed by me (collectively the "Depositor," "Client," "me," "my," "I," "you" or "your"), and constitutes a binding contract between Edward D. Jones & Co., L.P. (collectively, "Edward Jones," "Custodian," "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 Roth Individual Retirement Account ("Roth IRA" or "Account") under Section 408A 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. Edward Jones has given me the disclosure statement required by Federal Income Tax Regulations ("Regulations") Section 1.408-6. Depositor and Custodian make the following Agreement:

Article I

Except in the case of a qualified rollover contribution described in Section 408A(e) or a recharacterized contribution described in Section 408A(d)(6), Custodian 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

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a grantor who is single or treated as single, the annual contribution is phased out between adjusted gross income (AGI) of \$118,000 and \$133,000; for a married grantor filing jointly, between AGI of \$186,000 and \$196,000; and for a married grantor filing separately, between AGI of \$0 and \$10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the \$0 to \$10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in Section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of Depositor and his or her spouse.

Article III

Depositor's interest in the balance in the custodial Account is nonforfeitable.

Article IV

1. No part of the custodial Account funds may be invested in life insurance contracts, nor may the assets of the custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
2. No part of the custodial 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 V

1. If Depositor dies before his or her entire interest is distributed to him or her and Depositor's surviving spouse is not the designated beneficiary, the remaining interest will be

distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below:

- (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of Depositor.
 - (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above 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 designated beneficiary using the attained age of the beneficiary in the year following the year of Depositor's death and subtracting 1 from the divisor for each subsequent year.
 3. If Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as Depositor.

Article VI

1. Depositor agrees to provide Custodian with all information necessary to prepare any reports required by Sections 408(i) and 408A(d)(3)(E), Regulations Sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

Article VII

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

Article VIII

This Agreement will be amended as necessary to comply with the provisions of the Code, the related Federal Income Tax Regulations ("Regulations"), and other published guidance. Other amendments may be made with the consent of Depositor and of Custodian.

Article IX

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 Edward Jones in connection with this Account is current, accurate, truthful and complete. Unless I have notified Edward Jones 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 Edward Jones 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 Edward Jones with truthful information to allow Edward Jones to identify me and will supply additional

information reasonably requested by Edward Jones. I authorize Edward Jones 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. Edward Jones 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 Edward Jones obtained any consumer credit reports.

- (c) **Beneficial Owner and Authority to Act.** No persons other than those I have identified to Edward Jones 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 a separate trading authorization or power of attorney has been provided to and accepted by Edward Jones. I will not assign or otherwise encumber assets held in this Account as security for any obligation.

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

- (d) I understand that I can obtain information about the background of my financial advisor at www.brokercheck.finra.org or www.investor.gov.
- (e) 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. **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, Edward Jones, the terms of this Agreement and applicable law. I shall designate whether each such deposit is a contribution, rollover or transfer, and Edward Jones shall have no responsibility for whether such designation is correct or permissible. Edward Jones 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 the 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 Edward Jones, the taxable year for which such contribution is made. All contributions will be recorded as current-year contributions unless I provide timely notice to Edward Jones to the contrary. Edward Jones may terminate contributions for any reason, including if Edward Jones 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, Edward Jones 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 and Instructions.** Investments must be registered and held in the Account in the form and manner required by Edward Jones. Unless I have entered into an Edward Jones investment advisory agreement that states otherwise, Edward Jones will not act as an investment adviser to me, shall have no obligation or discretion to direct the investment of my Account and is merely authorized to hold the particular investments

specified by me. Edward Jones shall not question any such directions.

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 investment may result in adverse tax consequences.

Certain additional services are authorized by this Agreement and may be activated upon request, including, but not limited to, check writing, electronic transfers and electronic delivery of statements and/or other information ("Additional Services"). The availability of these Additional Services is subject to approval and may vary by account type or investment. Additional Services may be subject to separate terms and conditions and the applicable Schedule of Fees in effect from time to time, which are available at www.edwardjones.com/disclosures.

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

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. 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.

I further agree that Edward Jones shall be appointed as "custodial owner" on any annuity contract in my Account and, to the extent Edward Jones is not so appointed, I agree Edward Jones 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.

4. 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 Edward Jones. Any beneficiary designation accepted by Edward Jones will be effective as of the date executed by me. Edward Jones may declare any beneficiary designation not received by Edward Jones 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 Edward Jones may treat such beneficiary as failing to survive me.

After my death, Edward Jones 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. Edward Jones 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 Edward Jones. If the deceased beneficiary has no designated successor beneficiaries, or no successor beneficiaries survive the deceased beneficiary, then Edward Jones 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.

5. Distributions.

(a) *Form of Distributions*. Distributions may be made in cash or, if permitted under policies and procedures established by Edward Jones, in kind. Subject to the provisions of Article V, Edward Jones 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 in a form acceptable to Edward Jones, 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 Edward Jones. I shall be solely responsible to pay all taxes and penalties that may

become due as a result of any such distribution. Edward Jones 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 may be subject to applicable withholding, taxes and penalties. Edward Jones may require me or my beneficiaries to provide a withholding election and taxpayer identification number before making any distribution from my Account.

(c) *Required Minimum Distributions (RMDs)*. For certain account types, Edward Jones may, if requested by me, in a form and manner acceptable to Edward Jones, 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 Edward Jones 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 which satisfy IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related Treasury Regulations. Edward Jones will not distribute any RMDs unless requested to do so by me (or my beneficiary after my death). Edward Jones may choose to require my request to be submitted verbally or in writing.

6. Powers, Duties and Obligations of Edward Jones.

(a) *Non-discretionary Broker-dealer Services*. Unless I have entered into an Edward Jones investment advisory agreement that states otherwise, I understand Edward Jones will provide non-discretionary broker-dealer services. I understand and agree that with respect 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.

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 is 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.

Unless I have entered into an Edward Jones investment advisory agreement that states otherwise:

- (i) I am responsible for all trading and investment decisions in my Account. Unless otherwise provided for under this Agreement, neither Edward Jones nor my financial advisor has authority for any trading or investment decisions in my Account.
 - (ii) I understand that Edward Jones will not monitor my Account but may provide non-discretionary broker-dealer services as described in this Agreement.
 - (iii) 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: i) Edward Jones and my financial advisor are not serving as fiduciaries and ii) Edward Jones and my financial advisor are not rendering advice on an ongoing or regular basis.
 - (iv) 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.
- 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.
- (b) *Instructions on Account Transactions.* I acknowledge that Edward Jones does not generally accept 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.
 - (c) *Order Execution and Routing Practices.* The Securities and Exchange Commission ("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. 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.
 - (d) *Use of Electronic Systems and Third-party Data.* Use of any electronic systems to access my Account information is at my sole risk. Neither Edward Jones, 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. 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 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. Edward Jones 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 Edward Jones has selected. I understand and agree that Edward Jones has no liability to me for errors, delay, omissions in or interruption of such data.
 - (e) *Proxies.* 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 SEC.

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.

- (f) *Records and Reports.* Edward Jones shall furnish me with periodic brokerage 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 Edward Jones a written statement of exceptions or objections to any report, record or information within ten (10) days after notice of the report, record or information, I shall be deemed to have approved such report, record or information and Edward Jones 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 I may require an Accounting.
- (g) *Right to Request Judicial Assistance.* Edward Jones 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 that may arise, or for instructions. The only necessary party defendant to any such action shall be me, but Edward Jones may join any other person or persons as a party defendant. The cost, including attorneys' fees, of any such proceeding shall be charged as an administrative expense under Article IX, Section 7, of this Agreement. Any request by Edward Jones for judicial assistance shall not be considered a waiver of Edward Jones' right to arbitrate as set forth in Article IX, Section 16, of this Agreement.
- (h) *Scope of Custodian's Duties.* It is my obligation to ensure that any transactions effected by me comply with all applicable laws and regulations. Edward Jones 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. Edward Jones 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 Custodian's Liability.* Edward Jones shall not be liable for any loss of any kind that may result from any action taken by Edward Jones 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. Edward Jones 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. Edward Jones 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 Edward Jones need not investigate or inquire as to any statement contained in such document, but may accept it as true and accurate. I agree Edward Jones 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 Edward Jones (each a "Force Majeure" event). I shall indemnify and hold harmless Edward Jones from any liability that may arise hereunder except liability arising from the gross negligence or willful misconduct of Edward Jones.

7. Fees, Expenses and Taxes.

(a) *Fees of Edward Jones.* I authorize Edward Jones to retain payment from my Account for its services as Custodian, in accordance with its Schedule of Fees for IRAs 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. Edward Jones' Schedule of Fees for IRAs and information concerning additional compensation Edward Jones may receive in connection with my Account can be found on Edward Jones' website at www.edwardjones.com/disclosures. This compensation and other financial and non-financial incentives, may create a material conflict between Edward Jones' interest, my financial advisor's interest, and my own. These conflicts are disclosed on Edward Jones' website at www.edwardjones.com/compensation and in the Important Information About Our Brokerage Services document and the Edward Jones Client Relationship Summary.

(b) *Expenses and Taxes.* All expenses incurred by Edward Jones 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 Edward Jones, 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 Edward Jones, or if my Account does not contain adequate cash to cover such items or cover the cost of investment purchases or brokerage fees provided under this Agreement, Edward Jones 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, Edward Jones shall charge me for such excess amounts.

8. **Notices, Disclosures and Communications.** Any notices, disclosures or communications required under this Agreement may be (a) mailed, first class, to me or any beneficiary at the last address set forth in Edward Jones' records, and to Edward Jones at its principal place of business; (b) delivered by email to me or any beneficiary at the last email address set forth in Edward Jones' records; (c) sent by text message to me at the last phone number set forth in Edward Jones' records; (d) personally delivered to me or any beneficiary; or (e) posted on Edward Jones' public website and/or such website where Edward Jones 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 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, 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 Edward Jones 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 my financial advisor or at www.edwardjones.com/disclosures.

9. **Termination.** This Agreement may be terminated by me at any time by notice to Edward Jones with accompanying instructions regarding distribution of my Account. Distribution of my Account or transfer of the assets in my Account to another custodian shall be in accordance with this Agreement as soon as administratively practicable following receipt of

such notice. Edward Jones 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 Edward Jones.

Termination of the Agreement shall not alter the liabilities or obligation of the parties incurred prior to such termination. The provisions of Article IX, Sections 1(a) and (b); 4; 5(a) and (c); 6(f) and (h); 7-11; 13(e)-(i) and (k); and 14-16 of this Agreement shall survive the termination of this Agreement.

I understand that this 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 Agreement, to the extent permitted by law.

10. **Resignation.** Edward Jones 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 Edward Jones in writing of such appointment. Edward Jones 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 Edward Jones gives notice of its resignation, Edward Jones may transfer the balance of my Account to a successor trustee or custodian that 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. Edward Jones 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. Edward Jones 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.

11. **Successor or Substitute Custodian.** If Edward Jones merges with, purchases or is purchased by another organization, such organization shall automatically become custodian of the Roth IRA established pursuant to this Agreement, but only if such organization is authorized under applicable law to be custodian of a Roth 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 custodian must be appointed, then I shall appoint a substitute custodian.

12. **Amendments.** Edward Jones may amend this Agreement in any respect at any time 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 Edward Jones deems advisable. 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).

13. **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 that is acting as my agent or

is 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 Edward Jones.

- (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.* Form 5305-RA (Articles I through VIII) is a model Custodial Agreement that meets the requirements of Section 408(a) of the Code and has been automatically pre-approved by the IRS. A Roth IRA is established after the Individual Retirement Account Authorization Form is fully executed by me and entered in the records of Edward Jones 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 Individual Retirement Account Authorization Form on behalf of a minor. In the event this Roth 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. Edward Jones 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 Roth IRA on behalf of a minor, agrees to indemnify and hold harmless Edward Jones and its affiliates from any losses, claims or damages, including court costs and reasonable attorney fees incurred by Edward Jones or its affiliates, as a result of or in connection with establishing or maintaining the Roth IRA in the name of the minor.
- (f) *Indemnification.* 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 actions or omissions related to this Agreement. I agree that I am waiving my right to obtain punitive damages to the extent such waiver is permissible under applicable law.
- (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 Edward Jones, 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 Edward Jones harmless from any and all liability Edward Jones may incur for continuing to operate as though I was alive and competent until Edward Jones is notified in writing by Successors of such death or incompetency. Notwithstanding the foregoing, in the event of my death, incompetency, or disability, Edward Jones may liquidate, restrict or terminate services to my Account without prior notice to or demand upon my Successors.
- (h) *Edward Jones' Conduct Not to Constitute 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.

- (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) *Client Information and My Portfolio Objective.* I agree to complete a client profile ("Client Profile"), 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 in the 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 including, but not limited to my financial situation, investment objectives and/or risk tolerance. I may be 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, potentially including my risk tolerance, time horizon, account size compared to investable assets within my goal, my Account's goal's portfolio objective, and other investments associated with my Account goal established at 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.

Once I have selected an Account Portfolio Objective, Edward Jones will make recommendations to buy, hold, sell, or exchange investments to me based on the Account Portfolio Objective for my Account. Unless I have entered into an Edward Jones investment advisory agreement that states otherwise, 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.

- (k) *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.

- (l) *Systematic Investing.* Unless I have entered into an Edward Jones investment advisory agreement that states otherwise, this section applies:

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 their 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 are 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 trade(s). 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 me 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.

14. Grouping Accounts.

- (a) *Grouping My Account for Planning Purposes.* I may direct Edward Jones to group my Account with accounts owned by me or others for planning purposes, and in so doing hereby consent to information about me and my Account being shared with and accessible by each owner and authorized party of the grouped accounts as well as individuals I have indicated I am planning with. If I have previously grouped accounts for planning purposes, my Account shall be added unless I direct Edward Jones otherwise.
- (b) *Delivery of Account-Related Documents.* For delivery purposes, I may direct Edward Jones to group my Account with other accounts that share my address of record, and in so doing hereby consent to my Account documents being included with materials of other accounts and mailed to that address. If I have previously grouped accounts for delivery purposes, my Account shall be added unless I direct Edward Jones otherwise. Edward Jones maintains the right to send my Account documents directly to me. I can remove my Account from a planning or delivery grouping at any time by notifying Edward Jones.

15. **Governing Law.** Except to the extent preempted 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, 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.

(a) 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 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.

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 Agreement, or to the breach thereof, or transactions or Accounts maintained by me 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. 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.

- (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 Agreement except to the extent stated herein.

Roth Individual Retirement Account Disclosure Statement

This Disclosure Statement contains important information about traditional Individual Retirement Accounts ("traditional IRA") described in Section 408(a) of the Internal Revenue Code ("Code") and Roth Individual Retirement Accounts ("Roth IRA") described in Section 408A of the Code and applicable regulations. You should read this Disclosure Statement, as well as the Custodial Agreement, to make certain that you fully understand the rules and tax consequences applicable to traditional IRAs and Roth IRAs.

The Custodian of your IRA is Edward D. Jones & Co., L.P., a registered broker-dealer doing business as Edward Jones. Edward Jones is wholly owned by The Jones Financial Companies, L.L.L.P.

The provisions of this Disclosure Statement are subject to change. Neither the Custodian nor its affiliates or agents provide tax or legal advice. You should seek tax or legal advice for any and all matters regarding your Roth IRA, with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.

A. Your Right to Revoke Your IRA.

If Edward Jones does not provide you with the Custodial Agreement and the Disclosure Statement at least seven (7) days prior to the earlier of (1) the establishment of the account (by you signing the applicable Edward Jones Individual Retirement Account Authorization Form) or (2) purchase of the account (through any deposit, contribution, transfer, rollover, payment of fee or any other account activity), then you may revoke the account by providing a written notice to Edward Jones. Your notice to revoke must be in writing and mailed by you not more than seven (7) days after the earlier of the establishment of the account or purchase of the account to:

Edward Jones
 12555 Manchester Road
 St. Louis, MO 63131
 Telephone: 800-441-2357

Edward Jones shall not be obligated to make any investments during the period you have the right to revoke. If you mail the notice of revocation, it will be treated as received as of the postmark date if it is properly addressed and deposited in the United States mail, first class postage prepaid, or with an IRS approved overnight service.

If any material adverse change is made in this Disclosure Statement or a material change in the Custodial Agreement is made within the seven (7) day period described above, Edward Jones will notify you and your right to revoke the account will be extended until seven (7) days after the date you receive the notice.

If you revoke the account as described above, Edward Jones will return to you the entire amount of your contribution without adjustment for such items as sales commissions or administrative expenses. Consideration paid by you in the form of cash will be returned to you in the same value of cash. Consideration paid by you in the form of securities or other assets will be returned to you in the same form and number of units as you contributed (after taking into account any change due to stock splits, corporate mergers, or other activity which may impact the share amount) regardless of value, less any amount withdrawn. Edward Jones will report the contribution and distribution to the IRS.

B. Requirements for Roth IRAs.

Roth IRAs are subject to the following requirements under the Code and Regulations:

1. **Contributions.** Contributions to your Roth IRA may be made directly by you or you may direct that a portion of your federal income tax refund be directly deposited to your IRA as a contribution. You may make contributions to a Roth IRA for any

tax year in which you have taxable compensation, regardless of your age.

- (a) **Contribution Limits.** The amount that you may contribute to all traditional and Roth IRAs for any tax year as a regular contribution cannot exceed the lesser of 100% of your compensation or that year's contribution limit. If you are age 50 at any time during the year, you also may make additional catch-up contributions to a Roth IRA. In addition, individuals who participate in a 401(k) plan sponsored by an employer who files for bankruptcy and is subject to an indictment or conviction due to business transactions relating to the bankruptcy may be able to make additional contributions to a Roth IRA. Catch-up contributions cannot be made for the same year as these bankruptcy-related contributions. For each of the applicable contribution limits, see Appendix A, Contribution Limits – Traditional IRA and Roth IRA.
- (b) **Compensation.** Compensation generally includes wages, salaries, professional fees, commissions, bonuses, tips, earned income from self-employment and other amounts received for personal services, and certain nontaxable combat pay. Compensation also generally includes amounts received under a divorce decree or separation agreement, such as alimony or separate maintenance payments. Compensation does not include earnings and profits from property, such as interest, dividends, capital gains and rents, or pensions, annuities or deferred compensation or any amount excluded from gross income.
- (c) **Eligibility for Contributions to Roth IRAs.** The amount of your eligible Roth IRA contribution is based on your modified adjusted gross income (MAGI) for the tax year for which the contribution is made and your filing status (i.e., single taxpayer, married taxpayers filing a joint return or married taxpayers filing separate returns). If your MAGI exceeds a certain threshold level, your Roth IRA contribution is reduced (phased out) or a contribution may not be allowed. (See Appendix A, Eligibility to Make Roth IRA Contributions.)
- (d) **Modified Adjusted Gross Income (MAGI).** MAGI is generally determined based on your adjusted gross income on your tax returns but disregarding any deductible IRA contributions and adding back interest from qualified U.S. savings bonds, employer-paid adoption expenses, interest paid on education loans, deduction for qualified tuition and related expenses, and certain exclusions from income for U.S. residents and citizens living abroad. Income from the conversion of a traditional IRA to a Roth IRA is ignored for purposes of determining your MAGI.
- (e) **Deadline.** A Roth IRA contribution must be made by the due date of your federal income tax return not including extensions. The date that your federal income tax return is actually filed does not affect the contribution deadline.
- (f) **Contributions for Certain Spouses.** If you are married and file a joint federal income tax return, either you and/or your spouse may make a contribution to a Roth IRA if you meet the eligibility requirements. The amount you may contribute cannot exceed the lesser of 100% of your combined compensation, reduced by your contributions to your traditional and Roth IRAs for the tax year, or the applicable dollar limit described in Appendix A, Contribution Limits – Traditional IRA and Roth IRA. If your and your spouse's combined compensation for the year is less than the maximum Roth IRA contribution limits in any one year, you cannot contribute more than the limit in that year or in later years to make up the difference.

You are not treated as having a spouse for any taxable year you file a separate federal income tax return and do not live with your spouse for any part of the taxable year.

- (g) *Cash Contributions.* Contributions to a Roth IRA must be made in cash by check, money order or electronic funds transfer, except in the case of a rollover contribution, a conversion to a Roth IRA or a recharacterized contribution.
2. **Custodian.** The custodian of any IRA must be a bank, savings and loan association, insured credit union or another entity approved by the Secretary of the Treasury. The custodian of this IRA is Edward Jones.
 3. **Life Insurance.** No portion of any IRA may be invested in life insurance contracts.
 4. **Nonforfeitable.** Your interest in your IRA is nonforfeitable.
 5. **Commingling Assets.** The assets of any IRA may not be commingled with other property except in a common trust fund or common investment fund.
 6. **Collectibles.** You may not invest the assets of any IRA in collectibles within the meaning of Code Section 408(m). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage or any other tangible personal property specified by the IRS. Coins issued by states and certain U.S. gold, silver and platinum coins are permissible investments in an IRA. Gold, silver, platinum and palladium bullion of a specified fineness (as described in Code Section 408(m)(3)) also are permissible investments. Failure to satisfy this requirement would result in an amount equal to the cost of the collectible being treated as a distribution from your IRA.
 7. **Distributions – In General.** Distributions from the IRA will be made in cash or in kind upon your request in a form and manner, including verbal instruction, acceptable to the Custodian. However, the Custodian may make a distribution from the IRA without instruction if directed to do so by a levy or court order, or if the Custodian resigns.
 - (a) *Required Minimum Distributions from Roth IRAs.* The minimum distribution rules applicable to Roth IRAs differ from those applicable to traditional IRAs. Your beneficiary is responsible for ensuring that RMDs are made timely and in amounts which satisfy IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related Treasury Regulations. The Custodian will not make any payments from the Roth IRA (including RMDs) unless requested to do so, in such manner as it may require, by you (or your beneficiary after your death). A summary of the Roth IRA RMD rules can be found in Article V of the Roth IRA Custodial Agreement.

C. Income Tax Consequences of Roth IRAs.

1. **Income Tax Deductions.** You may NOT take a federal income tax deduction for any contributions you make to your Roth IRA. All Roth IRA contributions (other than rollover contributions, as discussed below) are made from after-tax income.
2. **Tax Credit.** You may be eligible for a nonrefundable tax credit for your traditional and Roth IRA contributions. To receive this credit, you must be at least age 18, and you must not be either a dependent of another taxpayer or a full-time student. The credit is based upon your adjusted gross income (including foreign earned income and income from American Samoa and Puerto Rico), and will range from 0% to 50% of your IRA contributions (reduced by certain distributions from your traditional and Roth IRAs or from certain Employer-sponsored Retirement Plans) that do not exceed \$2,000. (See Appendix A, Saver's Tax Credit, for applicable limits.)
3. **Tax-Deferred Earnings.** The investment earnings of your Roth IRA are generally not subject to federal income taxation before distribution, and will not be subject to federal income tax when distributed if distributed as part of a "qualified distribution" (as described in Taxation of Distributions below). However, if your Roth IRA investments generated unrelated business taxable

income, it may be required to file Form 990T with the IRS and pay federal and possible state and local tax on such income.

4. **Taxation of Distributions.** The taxation of Roth IRA distributions depends on whether the distribution is a "qualified distribution" or a "nonqualified distribution."

(a) *Qualified Distributions.* Qualified distributions from your Roth IRA (both the contributions and earnings) are excluded from gross income. A qualified distribution is a distribution which is made after the five-year period (described below), and is made on account of one of the following events:

- Attainment of age 59½;
- Your disability;
- The purchase of a first home up to the \$10,000 lifetime limit; or
- Your death.

The five-year period begins on the first day of the taxable year for which you made your first contribution to any Roth IRA or, if earlier, the first day of the taxable year in which you made your first conversion contribution to any Roth IRA. In the case of a spouse who is treating an inherited Roth IRA as his or her own, the beginning of the five-year period is not redetermined. Accordingly, the five-taxable-year period includes the period that the Roth IRA was held by the deceased spouse. For purposes of determining whether a distribution is a "qualified distribution," you have one five-year period for all your Roth IRAs. It is your responsibility to track the five-year period and determine whether a distribution is a "qualified distribution."

(b) *Nonqualified Distributions.* If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under the age of 59½, may be subject to a 10% early distribution penalty unless you rollover the distribution (or transfer it) to another Roth IRA within 60 days of your receipt of the distribution. However, when you take a distribution, the amounts you contributed annually to any Roth IRA account will be deemed to be removed first, followed by conversion contributions made to any Roth IRA, on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions and your conversion contributions. These "ordering rules" are complex. If you have any questions regarding the taxation of distributions from your Roth IRA, you should consult with your tax advisor.

The taxable portion of any nonqualified withdrawal from your Roth IRA, except a direct transfer, is subject to withholding for federal income taxes, and possibly state and local taxes. The amount that must be withheld for federal income taxes is equal to at least 10% of the portion of the distribution that is includible in your income. However, prior to a distribution from your Roth IRA, you may elect to not have any amount withheld by filing the appropriate withholding election with the Custodian. Special federal rules, and possibly state and local income tax withholding rules, may apply if the distribution is sent outside the United States.

D. Special Rules Applicable to Rollover Contributions and Transfers.

1. **Transfers.** A transfer is a movement of assets between like retirement plans. A direct transfer of funds in your traditional IRA or Roth IRA from one trustee/custodian to another trustee/custodian is not a rollover. Because there is no distribution to you, the transfer is tax free. You may make unlimited transfers between IRAs within the same 12-month period.
2. **Rollovers.** Rollover is a term used to describe the federal income tax-free movement of cash or other property to your IRA from any of your other IRAs or from your Employer-sponsored

Retirement Plan. Your IRA balance may be rolled over to another IRA of yours, or your IRA may receive rollover contributions from other IRAs or from your Employer-sponsored Retirement Plan (including qualified plans, tax-sheltered annuities or Section 457(b) governmental plans), provided that the rollover satisfies all of the applicable rollover rules.

Rollover transactions often are complex. If you have any questions about whether you are eligible to make a rollover contribution to your IRA, you may contact your employer, the IRS or your tax advisor. The general rollover rules are as follows:

- (a) *Conversion of Traditional IRA to Roth IRA.* You may be eligible to rollover (i.e., convert) all or any portion of your existing traditional IRAs into your Roth IRAs. However, if you are age 70½ or older, you must receive your RMD for that year prior to converting your traditional IRA. The amount of the rollover from your traditional IRA to your Roth IRA is treated as a distribution for federal income tax purposes and is includible in your gross income (except for any nondeductible contributions). Although the rollover amount generally is included in gross income, the 10% early distribution penalty does not apply to rollovers from a traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10% penalty. To qualify as a rollover, you must rollover the distribution from your traditional IRA to your Roth IRA within 60 days after you receive it. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or events beyond your reasonable control. Alternatively, you may arrange for a trustee-to-trustee transfer. If you wish to make a Roth IRA conversion for a particular year, you must complete the conversion by December 31 of that year, even if the 60-day period would end after December 31.
- (b) *Roth IRA to Roth IRA Rollovers.* Funds distributed from your Roth IRA may be rolled over to the same or another of your Roth IRAs. A proper IRA to IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. The 60-day requirement may be waived by the IRS in certain situations, such as casualty, disaster or other events beyond your reasonable control. You must not have completed another Roth IRA to Roth IRA rollover from the distributing IRA during the past 12 months immediately before the date on which you receive the distribution. Also, you may rollover the same dollars or assets only once every 12 months. If the distribution from your Roth IRA is for a qualified first-time home purchase of a principal residence, and such purchase does not occur, the 60-day rollover period described above is extended to 120 days and the 12-month rule described above does not apply.
- (c) *Employer-sponsored Retirement Plan to Roth IRA Rollovers.* You can rollover distributions directly from an employer-sponsored retirement plan (other than a designated Roth account) to a Roth IRA. You must include in your gross income distributions from an employer-sponsored retirement plan (other than a designated Roth account) that you would have had to include in income if you had not rolled them over into a Roth IRA. You do not include in gross income any part of a distribution from an employer-sponsored retirement plan that is a return of contributions to the plan that were taxable to you when paid. In addition, the 10% tax on early distributions does not apply.
- Any amount rolled over into a Roth IRA is subject to the same rules for converting a traditional IRA into a Roth IRA. These rules are described in (a) above.
- (d) *Employer-sponsored Retirement Plan to Roth IRA Conversions.* A rollover from an Employer-sponsored Retirement Plan to Roth IRA Conversion can be made directly through a trustee-to-trustee transfer or indirectly through distribution and rollover within 60 days. Rules similar to the rules described in (c) above apply. The amount of the conversion from your Employer-sponsored

Retirement Plan to your Roth IRA is treated as a distribution for federal income tax purposes and is includible in your gross income (except for any after-tax contributions). The 10% early distribution penalty does not apply to the rollover, regardless of whether you qualify for an exception to the 10% penalty. However, if the amount rolled over is distributed within five (5) years thereafter, the 10% early distribution penalty (and exceptions thereto) will apply at that time as if the distribution was included in income.

- (e) *No Rollover of Required Minimum Distributions.* You cannot rollover to your IRA any RMDs which you receive from your IRA or your Employer-sponsored Retirement Plan.
- (f) *NAV Rollover Policy.* In certain instances some mutual fund companies may allow retirement plan assets that had been invested in their mutual funds to be moved into an IRA and the money reinvested into their mutual funds as Net Asset Value (NAV) reinstatements without new sales charges. These options will vary by mutual fund company and may require you to rollover the assets into an IRA held at the mutual fund company in order to receive this benefit. If you decide to establish a fund-held IRA account to take advantage of a NAV program, Edward Jones will not be the broker-dealer of record on the account. After your retirement assets are invested in the IRA account under the NAV program at the fund company, you can decide to transfer your mutual fund holdings from the account at the fund company to an IRA account at Edward Jones with no commissions being charged.
3. **Recharacterizations.** If you make a contribution to a traditional IRA, you may later recharacterize either all or a portion of that contribution as having been made to a Roth IRA, along with net income attributable thereto. Recharacterization generally involves a trustee-to-trustee transfer of the contribution and income from the traditional IRA to the Roth IRA. Instruction for the recharacterization must be given to the Custodian and any other trustee or custodian involved in the transaction. The deadline for completing a recharacterization of a contribution is the deadline for filing your federal income tax return (including extensions) for the tax year for which the contribution was made, and the recharacterization must be reported on that return. Recharacterized amounts are treated as having been contributed to the Roth IRA on the same date and for the same taxable year that the amount was contributed to the traditional IRA. To the extent you have made nondeductible contributions to an IRA, you may need to file IRS Form 8606. Pursuant to IRS regulations, you may not recharacterize a conversion.

If you make a contribution to a Roth IRA, you may later recharacterize either all or a portion of that contribution as having been made to a traditional IRA. The same rules apply to the recharacterization as apply to recharacterizations of traditional IRA contributions to Roth IRA contributions.

E. Federal Tax Penalties.

1. **Early Distribution Penalty.** If you are under age 59½, and you receive a traditional IRA distribution, a nonqualified distribution from a Roth IRA, or a distribution of a conversion amount within the five-year period beginning with the year in which the conversion occurred, then a 10% additional tax will apply unless the distribution is made on account of (i) death, (ii) disability, (iii) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary, (iv) an IRS levy, (v) payment of unreimbursed medical expenses that exceed 7.5% of your adjusted gross income, (vi) payment of health insurance premiums after being separated from employment and while receiving unemployment compensation under a federal or state program for at least 12 weeks, (vii) certain qualified higher education expenses, (viii) expenses incurred in making a first home purchase (up to lifetime maximum of \$10,000), (ix) a qualifying rollover, or (x) the timely withdrawal of an excess contribution. The additional tax applies only to the portion of a

distribution that is includible in gross income.

The IRS may change these penalty exceptions or permit additional penalty exceptions from time to time. You are responsible to file any additional IRS forms that may be required with your tax return for the year of distribution to claim the exception or to pay the additional 10% penalty. You can refer to your tax professional for a detailed explanation of the exceptions to the 10% penalty to ensure you qualify.

2. **Excess Contribution Penalty.** An excise tax of 6% is imposed upon any excess contribution you make to a traditional IRA or a Roth IRA. This tax applies each year in which an excess remains in your IRA. An excess contribution is the amount of any contribution that exceeds the limit on your IRA contributions for the tax year (excluding permissible rollover and conversion contributions), plus any impermissible rollover or conversion contributions. However, any excess contribution that is withdrawn, together with the net income attributable thereto, by the due date for filing your federal income tax return (including extensions) for the tax year in which you made the contribution is not treated as an excess contribution, provided that you do not take a deduction for the contribution. Alternatively, excess contributions may be carried forward and reported as a contribution in the next year to the extent the excess contributions, plus contributions made for that next year, do not exceed the applicable maximum annual contribution for that next year.
3. **Excess Accumulation Penalty.** As described above, you must receive a minimum distribution from your traditional IRA for the year in which you reach age 70½ and no later than the end of each subsequent year. Your beneficiary also must receive certain minimum distributions from your traditional IRA or Roth IRA after your death. An excise tax of 50% is imposed on the amount of any RMD that should have been distributed but was not distributed on time. This excise tax is applied for each year any RMD amount is not distributed.
4. **Penalty Reporting.** You must complete and file a Form 5329 with the IRS to report and pay the federal tax penalties described above or to claim an exemption.

F. Investments.

Your Edward Jones Roth IRA is a self-directed IRA, which means that you direct the investments held in the IRA. Investments are limited to those legally permissible for an IRA and which are obtainable through Edward Jones in its regular course of business. You have the responsibility for selecting investments and for monitoring their performance. Investment performance will vary with the investment selected and cannot be projected by and is not guaranteed by Edward Jones. If you have entered into an investment advisory agreement, the investment decisions may be made by the investment advisor pursuant to the investment advisory agreement. In the absence of any investment direction from you or an investment advisor, all uninvested cash held in the Account will be invested in an interest-bearing account, a money market mutual fund or other similar investments. Your self-directed Roth IRA is maintained for your exclusive benefit.

G. Miscellaneous Information.

1. **Qualified Reservist Distributions.** A "qualified reservist distribution" may be made from a Roth IRA to an individual who is ordered or called to active duty after September 11, 2001, and before December 31, 2007, for a period of more than 179 days (or for an indefinite period). The distribution must be made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period. The amount distributed may be re-contributed to the IRA at any time during the two-year period after the end of the active duty. The 10% early distribution penalty does not apply.
2. **Divorce or Separate Maintenance.** If all or any portion of your IRA is awarded to a former spouse or spouse under a decree of divorce or separate maintenance, such portion can be transferred to an IRA of the same type in the receiving spouse's name. There will be no tax implications to you if a written

instrument specifically directing the transfer is executed by a court as part of a divorce or legal separation in accordance with Code Section 408(d)(6) and is received and accepted by the Custodian. The Custodian may require other direction from you and your spouse or former spouse.

3. **Prohibited Transactions.** If your IRA is involved in a prohibited transaction, as described in Code Section 4975, your IRA will lose its tax-exempt status and you must include the value of your IRA in your gross income for that taxable year. You also may be subject to excise taxes. Prohibited transactions include the following transactions between you or your beneficiary and your IRA: (i) the sale, exchange or leasing of property; (ii) lending money or otherwise extending credit; (iii) furnishing goods, services or facilities; (iv) the transfer or use of the income or assets of the IRA; (v) dealing with the income or assets of the IRA in your own interest; or (vi) receiving consideration from any party dealing with the IRA in any transaction involving its income or assets. If you are under age 59½, the 10% penalty tax on early distributions will apply.
4. **Pledges.** If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that tax year. If you are under age 59½, the 10% penalty tax on early distributions will apply.
5. **Fees and Expenses.** You agree to pay the fees and other expenses of maintaining and terminating your IRA when due, as determined in accordance with a schedule published from time to time. If you fail to timely pay, the Custodian may deduct any outstanding balance from the IRA, and if insufficient cash is available in the Account, the Custodian may liquidate assets to pay the balance.
6. **Inherited IRAs.** A beneficiary who inherits a Roth IRA cannot make contributions to the inherited IRA. The beneficiary must take RMDs as described in this document for Roth IRAs.

An eligible beneficiary may rollover a decedent's interest in an Employer-sponsored Retirement Plan to an inherited IRA. A beneficiary who wants to rollover to a Roth IRA must meet the income and tax filing status limitations (if any) for setting up a Roth IRA. The rollover must be accomplished through a direct trustee-to-trustee transfer. Certain beneficiaries cannot make this rollover, including entity beneficiaries and trust beneficiaries if the trust does not meet certain look-through trust requirements. RMDs required under the plan's terms cannot be rolled over. Generally, the RMD rules of the deceased's Employer-sponsored Retirement Plan for non-spouse beneficiaries also apply to the inherited IRA. (This is usually the five-year rule or the life expectancy rule.) However, if the five-year rule applies, the non-spouse beneficiary may use the life expectancy rule if the rollover is made before the end of the year following the year the decedent died. If the decedent died after his or her Required Beginning Date, the life expectancy rule applies.

A spouse who is the sole beneficiary of a decedent's IRA can instead elect to treat the IRA as his or her own. In this case, the spouse is not subject to the after-death minimum distribution requirements described in Section B.7 above. Instead, the spouse is subject to the RMD rules applicable to IRA owners.

7. **IRS Approval.** The Edward Jones Roth IRA Custodial Agreement is the model custodial agreement on Form 5305-RA that satisfies the requirements of Code Section 408A and has been approved by the IRS. IRS approval of this agreement is a determination only about its form, and does not indicate any endorsement of your Roth IRA or of the available investments.
8. **Designation of Beneficiary.** You should designate a beneficiary(ies) to receive the balance of your IRA when you die. Your beneficiary(ies) must be designated on the Edward Jones Individual Retirement Account Authorization Form applicable to your account or other writing acceptable to Edward Jones. The assets remaining in your IRA will be

distributed upon your death to the beneficiary(ies) named by you on record with the Custodian in accordance with the provisions of the Custodial Agreement for your IRA. If a beneficiary you designate is not a U.S. citizen or other U.S. person (including a resident alien individual) when you die, distribution options from the IRA and the tax treatment of such distributions may be more restrictive.

9. **Qualified HSA Funding Distribution.** You may be able to make a one-time “qualified Health Savings Account funding distribution” from your Roth IRA to a Health Savings Account. Such a distribution must be made in a trustee-to-trustee transfer. For more information, including information about the maximum amount that can be rolled over and the tax treatment of such rollover, see IRS Publications 590 and 969.
10. **Estate and Gift Taxes.** Generally, at your death, the total value of assets in your Roth IRA is included in your gross estate for federal estate tax purposes. However, deductions are allowed if your beneficiary is either your spouse or a charity. Generally, naming a beneficiary to receive payments from your Roth IRA is not considered a gift subject to federal gift tax, even if the designation is irrevocable. This is because the account owner typically retains the right to direct distributions, including rollovers and transfers.
11. **Additional Tax Information.** Income tax planning and reporting for IRAs is complex, and Edward Jones does not provide tax advice. This document does not contain a complete explanation of all possible tax situations. You should consult with your tax advisor for your individual planning needs and to consider any special income tax reporting.

More information about your Roth IRA can be obtained from any district office of the IRS and from the IRS website at www.irs.gov. You also may wish to obtain publications from the IRS, including Publication 590, Individual Retirement Arrangements (IRAs), and Publication 560, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans). IRS forms are available at any district office of the IRS and at www.irs.gov.

For a summary of the basic tax forms that may be required for your Roth IRA, see Appendix A.

12. **Account Protection.** To obtain information about account protection that the Securities Investor Protection Corporation (“SIPC”) provides, including an explanatory SIPC brochure, visit www.sipc.org or call 202-371-8300.

13. **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 of 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 of the data centers 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 is dependent upon the response of third parties, and Edward Jones cannot guarantee that a significant business disruption will not impact its operations. In the event of a significant business disruption, you can obtain information about the status of your Account and access to your funds and securities by contacting your financial advisor or Edward Jones Client Relations at 800-441-2357. Any updates to the Edward Jones BCP will be posted at www.edwardjones.com/disclosures.

H. Conclusion.

Rates of return, fees and restrictions on contributions, transfers and withdrawals of funds may vary among different IRA custodians and trustees. Every traditional IRA sponsor is required to provide you with a Disclosure Statement, similar to this one, describing the terms of its IRA.

This Disclosure Statement was prepared on the basis of current law and regulations and is believed to be accurate. Edward Jones does not take responsibility for individual tax consequences nor does it undertake the responsibility to inform you of changes in the law or its interpretation.

IRS Notice of Non-bank Custodian Status

Internal Revenue Service

Department of the Treasury

Washington, DC 20224

Edward D. Jones & Co.
201 Progress Parkway
Maryland Heights, MO 63043

Person to Contact:
Mr. M. Bayer
Telephone Number:
(202) 566-4300
Refer Reply to:
OP:E:EP:RQ:2:7

EIN: 43-0345811

Date: 8 0 MAY 1995

Gentlemen:

You have requested a determination as to whether Edward D. Jones & Co., may act as a passive custodian of Individual Retirement Accounts (IRAs) as provided under section 1.401-12(n) of the Income Tax Regulations.

Section 408(a)(2) of the Internal Revenue Code requires that the trustee or custodian of an IRA be a bank (as defined in section 408(n)) or such other person who demonstrates to the satisfaction of the Commissioner that the manner in which such other person will administer the IRA will be consistent with the requirements of section 408 of the Code.

Additionally, section 408(b) of the Code provides that a custodial account shall be treated as a qualified trust if such custodial account would, except for the fact it is not a trust, constitute an IRA under section 408(a) and the custodian is a bank (as defined in section 408(n)) or other person who demonstrates to the satisfaction of the Commissioner that the manner in which such other person will hold the assets will be consistent with the requirements of section 408.

Section 1.401-12(n) of the regulations provides that such a person must file a written application with the Commissioner demonstrating, as set forth in that section, his ability to act as a custodian of IRAs.

Based upon all the representations presented in your application, we have concluded that Edward D. Jones & Co., meets the requirements of section 1.401-12(n) of the regulations and therefore may act as a passive custodian of IRAs.

This letter authorizes Edward D. Jones & Co., to act only as a passive custodian within the meaning of section 1.401-12(n) of the regulations; that is, it is authorized only to acquire and hold particular investments specified by the custodial instrument. It may not act as custodian if under the written custodial agreement it has discretion to direct investments of custodial funds or any other aspects of the business administration of the custodial account.

- 2 -

Edward D. Jones & Co.

This letter, while authorizing Edward D. Jones & Co., to act as a custodian within the meaning of section 1.401-12(n)(7) of the regulations, does not authorize it to pool accounts in a common investment fund within the meaning of section 1.401-12(n)(6)(vi) of the regulations. Edward D. Jones & Co., may not act as custodian unless it undertakes to act only under custodial instruments which contain a provision to the effect that the individual is to substitute another custodian upon notification by the Commissioner that such substitution is required because the specified custodian has failed to comply with the requirements of such regulations or is not keeping such records, or making such returns, or rendering such statements, as are required by forms or regulations.

Edward D. Jones & Co., is required to notify the Commissioner of Internal Revenue, Attn: OP:E:EP, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representation made in its application required by section 1.401-12(n) of the regulations. Furthermore, the continued approval of its application is contingent upon its continued satisfaction of the criteria set forth in section 1.401-12(n) of the regulations.

This letter constitutes a determination as to whether Edward D. Jones & Co., may act as custodian under section 408(a)(2) of the Code and does not bear upon its capacity to act as custodian under any other applicable law.

Sincerely yours,



John J. Swieca
Chief, Employee Plans Rulings
and Qualifications Branch

This letter from the Internal Revenue Service provides notice to Edward Jones of approval to serve as a non-bank custodian.

Disclosure Statement Appendix A – Traditional IRA and Roth IRA

(The IRS may increase the amounts referenced below based on annual cost-of-living adjustments.)

CONTRIBUTION LIMITS – TRADITIONAL IRA AND ROTH IRA*		
Contribution Type	2020	2021
Regular Contribution	\$6,000	\$6,000
Catch-up Contribution	\$1,000	\$1,000

*Individuals who will be at least age 50 by the end of the year can make a catch-up contribution. Traditional IRA contributions cannot be made for the year an individual turns 70½ or after. Roth IRA contributions can be made regardless of age if you are eligible.

ELIGIBILITY TO MAKE ROTH IRA CONTRIBUTIONS			
This table shows whether your contributions to a Roth IRA are affected by the amount of your Modified Adjusted Gross Income (MAGI).			
If You Have Taxable Compensation and Your Filing Status Is ...	And Your MAGI Is:		Then ...
	2020	2021	
Single or Head of Household	Less than \$124,000	Less than \$125,000	You can make a Full Contribution
	At least \$124,000 but less than \$139,000	At least \$125,000 but less than \$140,000	The amount you can contribute is reduced ²
	\$139,000 or more	\$140,000 or more	You cannot contribute to a Roth IRA
Married Filing Jointly or Qualifying Widow(er)	Less than \$196,000	Less than \$198,000	You can make a Full Contribution
	At least \$196,000 but less than \$206,000	At least \$198,000 but less than \$208,000	The amount you can contribute is reduced ²
	\$206,000 or more	\$208,000 or more	You cannot contribute to a Roth IRA
Married Filing Separately ¹	More than \$0 but less than \$10,000	More than \$0 but less than \$10,000	The amount you can contribute is reduced ²
	\$10,000 or more	\$10,000 or more	You cannot contribute to a Roth IRA

1 Married Filing Separately – If you did not live with your spouse anytime during the tax year, use single filing status.

2 Use the formula and worksheet in IRS Publication 590 to determine your partial Roth IRA contribution, or see your tax advisor for assistance.

DEDUCTIBILITY – TRADITIONAL IRA CONTRIBUTIONS				
This table shows whether your contribution deductibility to a Traditional IRA is affected by the amount of your Modified Adjusted Gross Income (MAGI).				
If You Have Taxable Compensation and Your Filing Status Is ...	Are You Covered by Employer's Retirement Plan?	And Your MAGI Is:		Then You Can Take:
		2020	2021	
Single or Head of Household	No	Any Amount	Any Amount	A Full Deduction
	Yes	\$65,000 or less	\$66,000 or less	A Full Deduction
		More than \$65,000 but less than \$75,000	More than \$66,000 but less than \$76,000	A Partial Deduction ²
		\$75,000 or more	\$76,000 or more	No Deduction
Married Filing Jointly or Qualifying Widow(er)	Neither Spouse	Any Amount	Any Amount	A Full Deduction
	Both Spouses	\$104,000 or less	\$105,000 or less	A Full Deduction
		More than \$104,000 but less than \$124,000	More than \$105,000 but less than \$125,000	A Partial Deduction ²
		\$124,000 or more	\$125,000 or more	No Deduction
	One Spouse Covered (for covered spouse)	\$104,000 or less	\$105,000 or less	A Full Deduction
		More than \$104,000 but less than \$124,000	More than \$105,000 but less than \$125,000	A Partial Deduction ²
		\$124,000 or more	\$125,000 or more	No Deduction
		One Spouse Covered (for non-covered spouse)	\$196,000 or less	\$198,000 or less
More than \$196,000 but less than \$206,000	More than \$198,000 but less than \$208,000		A Partial Deduction ²	
\$206,000 or more	\$208,000 or more		No Deduction	

DEDUCTIBILITY – TRADITIONAL IRA CONTRIBUTIONS

This table shows whether your contribution deductibility to a Traditional IRA is affected by the amount of your Modified Adjusted Gross Income (MAGI).

If You Have Taxable Compensation and Your Filing Status Is ...	Are You Covered by Employer's Retirement Plan?	And Your MAGI Is:		Then You Can Take:
		2020	2021	
Married Filing Separately ¹	Neither Spouse	Any Amount	Any Amount	A Full Deduction
	Either Spouse Covered	Less than \$10,000	Less than \$10,000	A Partial Deduction ²
		\$10,000 or more	\$10,000 or more	No Deduction

¹ Married Filing Separately - If you did not live with your spouse anytime during the tax year, use single filing status.

² Use the formula and worksheet in IRS Publication 590 to determine your partially deductible traditional IRA contribution, or see your tax advisor for assistance.

SAVER'S TAX CREDIT

(For contributions you make in Employer Retirement Plans and IRAs)

If Your Filing Status Is ...	And Your MAGI (2021) Is:	You Receive Credit of: (Maximum Credit for 2021: \$1,000)
Single/Married Filing Separately or Qualifying Widow(er) and All Other Filers	\$0 - \$19,750	50% of Contribution
	\$19,751 - \$21,500	20% of Contribution
	\$21,501 - \$33,000	10% of Contribution
	\$33,001 or more	0%
Married Filing Jointly	\$0 - \$39,500	50% of Contribution
	\$39,501 - \$43,000	20% of Contribution
	\$43,001 - \$66,000	10% of Contribution
	\$66,001 or more	0%
Head of Household	\$0 - \$29,625	50% of Contribution
	\$29,626 - \$32,250	20% of Contribution
	\$32,251 - \$49,500	10% of Contribution
	\$49,501 or more	0%

CONTRIBUTION LIMITS – SEP PLAN

	2020	2021
Employer Percent Limit	25%	25%
Employer Contribution Limit	\$57,000	\$58,000
Compensation Cap	\$285,000	\$290,000
Compensation Threshold Used for Eligibility	\$600	\$650

Summary of the Basic Tax Forms and IRS Publications**IRS Forms:**

IRS Form 1099-R (*Distributions From Pensions, Annuities, Retirement or Profit Sharing Plans, IRAs, Insurance Contracts, etc.*) - Used to report distributions from your traditional or Roth IRA.

Some examples include:

- All taxable and nontaxable distributions
- Conversions
- Recharacterizations
- Removal of excess contributions
- Direct rollovers

IRS Form 5498 (*IRA Contribution Information*) - Used to report specific deposits and additions to your traditional IRA or Roth IRA. Some examples include:

- Contributions and rollover contributions
- Conversions
- Recharacterizations
- Fair market value
- Required Minimum Distribution (RMD) information
- Certain postponed and special catch-up contributions
- Repayment of qualified reservist distributions and federally designated disaster withdrawals

IRS Form 5329 (*Additional Taxes on Qualified Plans (including IRAs) and Other Tax-Favored Accounts*) - Used to report additional taxes, penalties, or penalty exceptions on traditional or Roth IRA distributions. Some examples include:

- Tax and/or penalty due from an excess contribution and removal of the attributable earnings
- Penalty due from an excess contribution that is being carried forward
- Early distribution from your traditional IRA
- Missed Required Minimum Distribution from your traditional IRA

IRS Form 8606 (*Nondeductible IRAs*) - Used to report:

- Nondeductible contributions you made to a traditional IRA
- Distributions from a traditional, SEP or SIMPLE IRA, if you have ever made nondeductible traditional IRA contributions or rolled over after-tax amounts to a traditional IRA
- Distributions from Roth IRAs
- Conversions from a traditional, SEP or SIMPLE IRA to a Roth IRA if you have ever made nondeductible traditional IRA contributions or rolled over after-tax amounts to a traditional IRA

IRS Form 8880 (*Credit for Qualified Retirement Savings Contributions*) – Used to calculate the amount, if any, of your retirement savings contributions credit (also known as the saver's credit).

IRS Form 990-T (Exempt Organization Business Income Tax Return) – Used to calculate and report your IRA's tax liability, if any, for Unrelated Business Taxable Income (UBTI).

IRS Publications:

IRS Publication 590 – *Individual Retirement Arrangements* (IRAs) – This publication discusses traditional, Roth and SIMPLE IRAs. It explains the rules for:

- Setting up an IRA
- Contributing to an IRA
- Transferring money or property to and from an IRA
- Handling an inherited IRA
- Receiving distributions from an IRA
- Taking a credit for contributions to an IRA

It also explains the penalties and additional taxes that apply when the rules are not followed. To assist you in complying with the tax rules for IRAs, this publication contains worksheets, sample forms and tables, which can be found throughout the publication and in the appendices at the back of the publication.

IRS Publication 560 – *Retirement Plans for Small Business* (SEP, SIMPLE and Qualified Plans) – This publication discusses retirement plans employers can set up and maintain for themselves and their employees.

IRS forms and publications are available at any district office of the IRS and at www.irs.gov.

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Schedule of Fees for Individual Retirement Accounts

(Traditional/SEP, Roth and SIMPLE IRAs held at Edward Jones)

ANNUAL ACCOUNT FEE ^{1,2,3,4}	
Individual Retirement Account (IRA)	\$40.00 per calendar year, not prorated
Additional IRAs of the same individual	\$20.00 per calendar year, not prorated

ACCOUNT SERVICES ⁵	
Cash interest	NO CHARGE
Estates service fee (charged for the re-registration of assets)	\$100.00
Total transfer or termination of an account ⁴	\$95.00

MONEY MARKET ACCOUNTS AND ACCESS SERVICES ^{1,2}	
Edward Jones Money Market Fund Investment Shares	\$3.00 per month if average monthly balance falls below \$2,500.00
Edward Jones Money Market Fund Retirement Shares	\$3.00 per month if average monthly balance falls below \$1,500.00

ADDITIONAL SERVICES AND FEES	
Returned check	\$25.00
Returned ACH payment	\$25.00
Stop payment request	\$20.00
Same-day ACH fee ^{1,2}	\$5.00
Overnight delivery fee ¹	\$25.00
Wire transfer fee (domestic only) ¹	\$25.00
Wire transfer fee (international)	\$100.00
Annual private investment fee ²	Minimum \$50.00 per calendar year per position held in the account. Additional fees and expenses may apply.

DIVIDEND REINVESTMENT ¹	
Reinvestment into stock ²	2% of reinvestment amount
Reinvestment into mutual funds	Normal transaction fees

DOLLAR COST AVERAGING ¹	
Systematic purchase of stocks	2% of investment amount (\$5.00 minimum)
Systematic purchase/sale/exchange of mutual funds	Normal transaction fees

All fees are subject to change without notification. The current version of the Schedule of Fees for IRAs can be found at www.edwardjones.com/disclosures.

¹ The fee does not apply to Edward Jones investment advisory accounts.

² The fee is waived for pricing groups with \$250,000 or more in assets under care. For details, visit www.edwardjones.com/pricinggroup.

³ If, on Dec. 31, 2012, Edward Jones served as the broker-dealer of record for your traditional/Roth IRA held at the mutual fund company and you subsequently transferred that IRA into a new Edward Jones traditional/Roth IRA, your annual IRA fee will be the lesser of \$10 or the annual IRA fee you were charged by the mutual fund company. This fee applies as long as you remain invested in the original mutual fund family or in a cash equivalent. If you purchase other investments within your Edward Jones IRA or combine IRAs from different mutual fund companies into one Edward Jones IRA, you will be charged the Annual Account Fee listed above.

⁴ Beginning May 1, 2019, at the time of total transfer or termination of an account we will waive the total transfer or termination fee and the annual individual retirement account fee, if due but unpaid, for accounts that meet the following criteria: (1) the account must be open for at least 24 months prior to the date of termination or total transfer; and (2) the account's pricing group must have a total value of \$5,000 or less in assets under care for the month immediately preceding the date of termination or transfer (determined by the relevant Edward Jones account statement(s)). For details on pricing groups, contact your financial advisor or visit edwardjones.com/pricinggroup.

⁵ The fee may be waived if it results from a final required minimum distribution (RMD), death of the account owner, divorce or transfer to an Edward Jones account. Edward Jones retains the right to charge the fee if the account balance is less than the amount of the fee.

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Privacy Notice

FACTS	What Does Edward Jones Do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and investment experience • Income and risk tolerance • Assets and account transactions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Edward Jones chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	Does Edward Jones share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call (800) 803-3333 or go to www.edwardjones.com/privacy
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WHO WE ARE

Who is providing this notice?

Edward D. Jones & Co., L.P.; The Jones Financial Companies, L.L.L.P.; Olive Street Investment Advisers, LLC; Passport Research, Ltd.; Edward Jones Insurance Agency of New Mexico, L.L.C.; Edward Jones Insurance Agency of Massachusetts, L.L.C.; Edward Jones Insurance Agency of California, L.L.C.; and Edward Jones Trust Company.

WHAT WE DO

How does Edward Jones protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Edward Jones collect my personal information?

We collect your personal information, for example, when you:

- Open an account or give us your contact information
- Seek advice about your investments or tell us about your investment or retirement portfolio
- Enter into an investment advisory contract

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section for your rights under state law.

DEFINITIONS

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a name that contains "Edward Jones" or "EDJ" and financial companies such as Edward D. Jones & Co., L.L.P.; Olive Street Investment Advisers, LLC; Passport Research, Ltd.; and Edward Jones Trust Company.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Edward Jones does not share with nonaffiliates so that they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include a company that offers Edward Jones-branded credit cards.*

OTHER IMPORTANT INFORMATION**California residents**

We will not share information we collect about you with companies outside of Edward Jones, unless permitted by law. We also limit sharing among Edward Jones and our affiliate companies to the extent required by California law.

Nevada residents

We are providing this notice to you pursuant to state law. Nevada law requires us to disclose that you may request to be placed on our internal "Do Not Call" list at any time by calling 800-441-2357, and that you may obtain further information by contacting the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone 702-486-3132; email BCPINFO@ag.state.nv.us.

Vermont residents

As a resident of Vermont, we will automatically limit sharing of your information outside of the Edward Jones corporate family, unless otherwise permitted by law. We may share information with your consent to service your accounts or under joint marketing agreements.

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Revenue Sharing Disclosure

Edward D. Jones & Co., L.P. ("Edward Jones") is a registered broker-dealer and investment advisor in the United States and is wholly owned by the Jones Financial Companies, L.L.L.P. ("JFC"). Edward Jones receives payments known as revenue sharing from certain mutual fund companies, 529 plan program managers and insurance companies (collectively referred to as "product partners"). Virtually all of Edward Jones' transactions relating to mutual funds, 529 plans and annuity products involve product partners who pay revenue sharing to Edward Jones. We do not receive revenue sharing payments on assets within investment advisory programs. We want you to understand that Edward Jones' receipt of revenue sharing payments creates a potential conflict of interest in the form of an additional financial incentive and financial benefit to the firm, our financial advisors and equity owners in connection with the sale of products from these product partners. For the year that ended on December 31, 2020, Edward Jones received revenue sharing payments of approximately \$247.9 million from mutual fund and 529 product partners and \$4.7 million from annuity product partners. For that same period, the total revenue of JFC and its affiliates was \$10.2 billion.

Revenue sharing, as received by Edward Jones, involves a payment from a mutual fund company's adviser or distributor, a 529 plan program manager, or an insurance company or the entity that markets an annuity contract. It is not an additional charge to you. These payments are in addition to standard sales loads, distribution and/or service fees (12b-1 fees), expense reimbursements, and sub-transfer agent fees for maintaining client account information and for providing other administrative services for mutual funds (shareholder accounting and networking fees). These payments are also in addition to fees for maintaining technology and providing other administrative services for insurance products (inforce contract service fees).

Mutual fund and 529 plan product partners make revenue sharing payments to Edward Jones based on the value of assets under management, known as an asset-based fee. For example, if a product partner pays Edward Jones a revenue sharing payment that is 0.1% of the value of assets under management on an annualized basis and you make a \$10,000 purchase of an investment, hold it for a year, and its value remains the same, the product partner would make a \$10.00 payment to Edward Jones. For every subsequent year you continue to hold that \$10,000 investment in your Edward Jones account, the product partner would make another \$10.00 payment to Edward Jones, assuming

no change in the value of your investment. Revenue sharing payments increase or decrease from year to year with changes in the value of the related assets.

Variable annuity product partners pay Edward Jones a one-time fee based on the amount of the product sold. This approach is referred to as a sales-based fee and is based on the dollar value of your initial purchase and any subsequent contributions you make to the contract. For example, if a product partner pays Edward Jones 0.25% for each dollar you invest or use to purchase a variable annuity product, if you made a \$10,000 investment, the product partner would pay Edward Jones \$25.00.

Edward Jones has designated many, but not all, of the product partners that pay revenue sharing to Edward Jones as strategic product partners. This designation means that Edward Jones has determined these product partners have a broad or strategically aligned spectrum of investment and annuity solutions designed to meet a variety of our client needs. Edward Jones grants strategic product partners greater access to certain information about our business practices. In addition, these product partners have frequent interactions with our financial advisors to provide training, marketing support and educational presentations. Non-strategic product partners that pay revenue sharing may receive similar treatment.

Most of the mutual funds, 529 plans and annuity products sold by Edward Jones involve strategic product partners and, as noted above, most of these product partners pay revenue sharing to Edward Jones. The names of strategic product partners are shown in bold and italics on the following revenue sharing summary tables. While Edward Jones financial advisors may sell, and our clients are free to select, funds from many mutual fund companies, we predominantly promote mutual fund strategic product partners. With regard to variable annuities, Edward Jones' financial advisors have limited access to the products and services of insurance carriers that do not pay revenue sharing.

For additional information on a particular product partner's payment and compensation practices, please review the applicable prospectus, statement of additional information or offering statement.

Detailed information and disclosures concerning revenue sharing received from product partners are included on the above revenue sharing summary tables.

MUTUAL FUND COMPANIES: REVENUE SHARING SUMMARY

Paid by	Revenue Sharing Payment - Maximum Annual Asset Fees (Based on \$10,000 of eligible Product Partner assets held by clients at Edward Jones)	Total 2020 Revenue Sharing Payments Received¹
<i>American Funds Distributors, Inc.</i>	\$3.50	\$98.7 million ²
<i>BlackRock Investments, LLC</i>	\$13.00	\$8.1 million
Federated Securities Corp.	\$10.00	\$0.4 million
<i>Franklin Templeton Distributors, Inc.</i>	\$6.00	\$26.8 million
Goldman Sachs Asset Management, L.P.	\$13.00	\$1.7 million
<i>Hartford Investment Financial Services, LLC</i>	\$13.00	\$19.0 million
<i>Invesco Distributors, Inc.</i>	\$13.00	\$27.5 million
Ivy Funds Distributor, Inc.	\$13.00	\$0.2 million ³
<i>John Hancock Funds, LLC</i>	\$13.00	\$8.9 million ⁴
<i>J.P. Morgan Investment Management Inc.</i>	\$13.00	\$11.1 million
<i>Lord Abbett & Co., LLC</i>	\$10.00	\$13.7 million

MUTUAL FUND COMPANIES: REVENUE SHARING SUMMARY

Paid by	Revenue Sharing Payment - Maximum Annual Asset Fees (Based on \$10,000 of eligible Product Partner assets held by clients at Edward Jones)	Total 2020 Revenue Sharing Payments Received¹
<i>MFS Fund Distributors, Inc.</i>	\$11.00	\$26.9 million
Nuveen Securities, LLC	\$13.00	\$2.4 million
<i>PGIM Investments, LLC</i>	\$13.00	\$2.4 million

529 PLAN PROGRAM MANAGERS: REVENUE SHARING SUMMARY

Paid by	Revenue Sharing Payment - Maximum Annual Asset Fees (Based on \$10,000 of eligible Product Partner assets held by clients at Edward Jones)	Total 2020 Revenue Sharing Payments Received¹
<i>American Funds Distributors, Inc.</i>	\$3.50	\$__ ²
Upromise Investments, Inc.	\$12.50	\$0.1 million ⁵

ANNUITY PRODUCT PROVIDERS: REVENUE SHARING SUMMARY

Paid by	Revenue Sharing Payment - Maximum Sales Fees (Based on \$10,000 of eligible Product Partner assets purchased by clients at Edward Jones)	Total 2020 Revenue Sharing Payments Received¹
<i>American General Life Insurance Company and The United States Life Insurance Company in the City of New York</i>	\$25.00	\$1.0 million
BrightHouse Securities, LLC (formerly MetLife Investors Insurance Company Inc. and First MetLife Investors Insurance Company)	\$25.00	\$0
<i>Lincoln National Life Insurance Company and Lincoln Life and Annuity Co. of NY</i>	\$25.00	\$1.4 million
<i>Pacific Life & Annuity Company, Pacific Life Insurance Company and Pacific Select Distributors, Inc.</i>	\$25.00	\$0.4 million
<i>Protective Life Insurance Company and Investment Distributors, Inc.</i>	\$25.00	\$0.5 million
<i>Prudential Annuities Distributors, Inc., Pruco Life Insurance Company of New Jersey and Pruco Life Insurance Company</i>	\$25.00	\$0.4 million
<i>Transamerica Capital, Inc.</i>	\$25.00	\$1.0 million

1 The total 2020 revenue sharing payments received has been reported under the accrual basis of accounting in conformity with generally accepted accounting principles (GAAP).

2 Included in the revenue denoted above, American Funds Distributors, Inc. ("American Funds") made an additional \$5 million non-asset based revenue sharing payment to Edward Jones. For further information on these payments, see the American Funds' prospectuses. Any revenue received in connection with 529 plan assets for which American Funds is the program manager is included in the total reflected on the mutual fund companies table.

3 The agreement with Ivy Funds was terminated effective March 31, 2020.

4 In addition to asset-based fees, the amounts received include fees paid by John Hancock for its participation at conferences, seminars, programs and/or other events sponsored by Edward Jones.

5 The agreement with UPromise was terminated effective March 31, 2020.