

# Edward Jones Account Agreement Non-ERISA Retirement Plans

## Terms and Conditions

This Agreement is incorporated into and is part of the Account Authorization and Agreement Form (collectively the "Agreement") signed by one or more persons or entities (collectively the "Client," "me," "my," "I," "we" or "our") and constitutes a binding contract between Edward D. Jones & Co., L.P. ("Edward Jones") 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, well as the separate disclosures and notices referenced in and/or provided with this Agreement.

## I. Client Representations and Agreements

- (a) **Client Representation and Warranties.** I am a natural person of legal age with the ability to enter into this Agreement or the representative of an entity with the authority to enter into this Agreement. The information I have provided to Edward Jones in connection with my account(s) 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 (in my individual or representative capacity) 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 the 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 my account as security for any obligation, other than as provided in this Agreement.

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) **Restricted Securities.** It is my obligation to ensure that any transaction I effect complies with all applicable laws and regulations. I agree to notify Edward Jones if my account contains restricted or encumbered securities and understand that transactions involving restricted securities may take

longer to process than transactions involving freely tradable and/or unrestricted securities. I agree that Edward Jones will have no responsibility for any losses I may incur due to such processing delays.

## II. Type of Account

- (a) **Non-discretionary Broker-dealer Services.** Unless I have executed an Edward Jones investment advisory agreement in connection with this account, the account I am opening with Edward Jones is for broker-dealer services in a non-discretionary account. Edward Jones will provide execution and/or custody services for certain securities and financial investments as well as securities research and market advice incidental to such services. 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 and depending upon my particular account(s) type. My Edward Jones 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 for my account.
- (b) **Fiduciary Account and/or Retirement Plan Account.** "Employer Provided Plan" or "Plan" means an employee benefit program, including, but not limited to, plans that are part of trusts that are qualified as tax-exempt trusts under Internal Revenue Code Section 401(a) or 403(b), deferred compensation plans established pursuant to Code Section 457, pooled plans, and/or participant-directed plans. Employer Provided Plan or Plan accounts established pursuant to this Agreement are not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). "Plan Sponsor" means the employer maintaining the Plan. If my account is an Employer Provided Plan or Plan, I understand and acknowledge that Edward Jones is not a fiduciary to the Plan, does not provide fiduciary services and does not accept delegation of the obligations and responsibilities of Plan fiduciaries. Only the Plan fiduciaries or, in the case of a participant-directed plan, participants may exercise any discretion over Plan assets, and only they may make decisions regarding investments of the Plan. Unless otherwise expressly agreed to in writing, Edward Jones is not responsible for the provision of any administrative or related services to the Plan. I further acknowledge that Edward Jones is not responsible for the selection of the type of Plan, the selection of investments available to the Plan or the selection and monitoring of any third-party administrator. I hereby warrant that Edward Jones may rely on any instructions I may give as being compliant with both the terms of the Plan and any standards imposed by applicable laws and regulations. For certain account types, assets are not held at Edward Jones, so portions of this Agreement specific to assets held at Edward Jones will not apply.

If I am or a third party is a fiduciary to the account, I understand that the fiduciary is the person or entity authorized to make decisions with respect to this account. Fiduciaries may include, but are not limited to, a trustee, a custodian for the account of a minor, a conservator, a guardian, an executor, an administrator, a retirement plan trustee, a trustee of an individual retirement account or Plan Sponsor or any other person to whom I have granted trading authority over this account. I understand that Edward Jones has no obligation to review the actions or inactions of or by a fiduciary in connection with my account and is not responsible

for determining whether a fiduciary's action or inaction meets the standard of care applicable to the fiduciary's handling of the account. I further understand and agree that Edward Jones is not a fiduciary in connection with my account and does not accept any delegation of fiduciary authority in connection with my account. I agree to hold Edward Jones, its partners, directors, employees, agents and affiliates harmless from any liability, claim or expense (including attorneys' fees and disbursements), as incurred, for the actions or non-actions of any fiduciary to my account.

- (c) **Advisory Accounts.** If this account is an Edward Jones investment advisory account, Edward Jones' obligations herein will be effective only after I have executed an Edward Jones investment advisory agreement and such agreement has been accepted by Edward Jones. The provisions of the advisory agreement are controlling to the extent they conflict with any provision of this Agreement.

### III. Terms of Account Maintenance

- (a) **Payment for Transactions.** I agree to pay for all transactions no later than the settlement date. Edward Jones may require me to prepay for any order. Edward Jones shall have a general lien on all assets I may have in any Edward Jones accounts, either singly or in which I have a beneficial interest, and may without notice to me or any co-owners liquidate or transfer any such assets in order to satisfy any indebtedness I may have to Edward Jones or to relieve Edward Jones of any risk of a deficit existing in any of my accounts. I shall be liable for any remaining deficiency in any of my accounts. Edward Jones may conduct all transactions for me in accordance with reasonable commercial practices.

- (b) **Instructions on Account Transactions.** I acknowledge that Edward Jones does not generally accept trade instructions sent via electronic mail, text message or any other electronic medium, or provided as a recording such as voicemail, and agree not to give instructions in this manner. I agree Edward Jones may at any time, in its sole and absolute discretion, restrict trading, disbursements, deposits or transfers, or refuse to take an action in my account.

- (c) **Form of Account Ownership and Distribution of Account Assets.** Edward Jones is instructed to maintain the account in the form of ownership and survivorship I have indicated on the Account Authorization and Agreement Form. Such action may result in a different distribution of the assets in the account upon the death of the owners than would be prescribed by the law of intestacy. My signature on the Account Authorization and Agreement Form acknowledges my understanding of and intention to make such a designation. This selection is legally binding upon the survivorship rights of the owners of this account.

- (d) **Death of an Account Owner.** In the event of the death of any account owner, the Successors, as defined below, to the account owner shall immediately give Edward Jones written notice of the death of any of the owners. The estate of any or each deceased account owner, as well as each surviving account owner, shall be liable, jointly and severally, to Edward Jones for any debt or loss in this account resulting from the completion of transactions initiated prior to Edward Jones' receipt of such a written notice of death, incurred in the liquidation of the account, or taxes or other expenses becoming a lien or charge against the account as the result of the death of any owner (or through the exercise by his or her estate or other representatives of any rights in the account). This provision shall not release the decedent's estate from any liability provided for in this Agreement. Edward Jones may, before or after receiving written notice of the death of an account owner, initiate proceedings, require documents, retain assets and/or restrict transactions in the account as it may deem advisable to protect Edward Jones against any tax, liability, penalty or loss under any present or future laws, regulations or business practices.

- (e) **Account Statements and Confirmations.** Edward Jones may provide periodic statements of my account, reporting holdings and transactions, and will confirm transactions in writing, each as required by applicable laws and regulations. Money deposited into my account, or otherwise credited to the account from interest or dividends received or from any other source, may be invested in one or more securities as I may have previously authorized. In lieu of receiving an immediate confirmation, Edward Jones will report the details of systematic investment transactions or investments into a money market fund to me on my account statement. Edward Jones reserves the right to withhold posting credit to my account or paying me dividends, interest or other payments until such time as payment has been received by Edward Jones.

- (f) **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 of 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 my statement 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 investment advice to me.

- (g) **Ratification.** I agree that I shall have ratified and be bound by information contained on confirmations, statements or electronic funds transfers unless I object to such information in writing to Edward Jones at 12555 Manchester Road, St. Louis, MO 63131 within three (3) days of a confirmation, thirty (30) days of a statement or sixty (60) days of an electronic funds transfer. All dates are to be measured from mailing or other transmission to me at my address of record, including any electronic address designated by me as acceptable for delivery of such information for the account.

Communications sent to my address of record, or sent to the electronic address I have designated for receipt of such communication, shall be deemed to have been personally delivered to me, and Edward Jones shall have no responsibility for my failure to receive such communication.

- (h) **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 may 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.

- (i) **Additional Services.** Edward Jones may provide me with information about financial products as well as investment research, investment recommendations, financial assessment tools, investor education and other services to enable me to determine my investment objective and make my investment decisions. Edward Jones will not charge a separate fee for these services as they are incidental to any brokerage services being performed to maintain my account. Unless otherwise

stated in a written agreement between me and Edward Jones, I agree these services do not constitute financial planning or investment advisory services. 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 adviser or attorney for such advice. Certain additional services are authorized by this Agreement, to the extent they are available for my account type, and may be activated upon request, including, but not limited to, electronic transfers, electronic delivery of statements and/or other information, and certain systematic transactions (“Additional Services”). The availability of these Additional Services is subject to Edward Jones’ 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 on Edward Jones’ website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures).

(j) **Compensation to Edward Jones.** In addition to its other forms of compensation, Edward Jones may also charge me account fees and/or service fees. Those fees are disclosed in Edward Jones’ Schedule of Fees. Edward Jones may also receive additional compensation as is reflected in prospectuses, product agreements or through arrangements with third parties. Edward Jones’ Schedule of Fees and information concerning additional compensation Edward Jones may receive in connection with my account(s) can be found on Edward Jones’ website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures). I acknowledge that I have access to and have had the opportunity to review such disclosures. I agree to pay all fees when due. If I do not pay a fee when due, I authorize Edward Jones (without otherwise limiting Edward Jones’ rights) to deduct the fee amount from any cash or money market balance in my account or by liquidating any securities held in my account in an amount sufficient to satisfy the amount of the fee due and owing.

(k) **Grouping Accounts.**

1. *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. If I have previously grouped accounts for planning purposes, my account shall be added unless I direct Edward Jones otherwise.
2. *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.

(l) **Conditions beyond Edward Jones’ Control (“Force Majeure”).** I agree not to hold Edward Jones liable for any loss to me caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, government restrictions, interruptions of communications, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Edward Jones.

## IV. Systematic Transactions

(a) **Systematic Transactions Generally.** Edward Jones offers a variety of systematic transaction services under which it will automatically purchase, sell, or exchange certain securities designated by me on a periodic basis. These programs include: (1) automatic dividend reinvestments (“Dividend Reinvestment

Program”); (2) automatic distribution cross-reinvestments (“Cross-Reinvestment Program”); (3) periodic transactions of certain open-end investment companies (“Systematic Mutual Fund Program”); and (4) periodic transactions of certain equity securities (“Dollar Cost Averaging Program”). By signing Edward Jones’ Account Authorization and Agreement Form, I authorize Edward Jones to act as my agent to purchase, sell, or exchange the specific securities that I designate pursuant to Edward Jones’ systematic transactions program in which I enroll. I will be enrolled in any systematic transactions program following my oral or written instruction to my financial advisor or other authorized representative of Edward Jones and processed by Edward Jones. Participation in these programs is entirely voluntary and I may modify or discontinue my participation at any time by contacting my financial advisor or other authorized representative of Edward Jones. Such modification or cancellation will not affect any obligations resulting from transactions prior to Edward Jones’ receipt of such notice. Only certain securities, as determined by Edward Jones, are eligible for participation in systematic transactions. I understand that participation in Edward Jones’ systematic transaction programs does not ensure profits on my investments or protect against losses in declining markets. I understand that Edward Jones is not recommending the purchase or sale of any security by designating it as eligible under the systematic transaction program.

- (b) **Confirmations.** All systematic transactions will be confirmed on my periodic account statement. I will not receive separate immediate confirmations for these transactions. The statement will include the following transaction details: the date of the transaction, the amount and cost of the security purchased or sold on my behalf, the fee charged and the amount of the security currently held in my account. I also understand that the time and other details of any transaction will be provided to me by Edward Jones upon my written request.
- (c) **Fees.** For systematic transactions in open-end investment companies (“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 then-current prospectus of the issuer. For systematic transactions under the Dividend Reinvestment Program, I agree that a fee will be charged and deducted by Edward Jones from the distribution funds, as further described in Edward Jones’ Schedule of Fees. I may also incur additional charges imposed on transactions in foreign jurisdictions. If applicable, these charges will be reflected in my purchase price. Edward Jones reserves the right to modify its fees at any time. For details, please refer to the Edward Jones’ Schedule of Fees.
- (d) **Fractional Shares.** Systematic transactions may result in me owning interests in fractional shares of securities. I remain entitled to receive dividend payments proportionate to my fractional shares in such holdings. In certain instances, such as a mandatory corporate reorganization by the issuer for an equity security or upon discontinuing participation in the systematic transaction program and the transfer of my shares to a different account, my fractional shares may be liquidated by Edward Jones at the prevailing market prices.
- (e) **Dividend Reinvestment Program.** With this feature, all dividends or distributions paid on eligible listed securities that I designate 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). Reinvestment purchases will be made in advance of the distribution payment date and shares purchased will be credited to my account on the distribution date. In the event the distribution payment amount on an owned security is not known in advance of the distribution payment date, the purchase and reinvestment will be made as soon thereafter as the amount of the distribution payment can be calculated with certainty, including currency conversions, if necessary. If a company offers its shareholders

an option to receive their dividend in company stock, known as a scrip dividend, Edward Jones will use my cash or reinvest election as the basis for allocating my dividend payments. If I elect or have elected company stock and the company suspends or cancels its company stock option, Edward Jones will continue my accumulation of shares, by reinvesting my dividends through Edward Jones' Dividend Reinvestment Program. If the company subsequently reinstates their company stock option and I am reinvesting, my dividends will be paid in company stock in accordance with the company's scrip dividend program.

- (f) **Cross-Reinvestment Program.** With this feature, dividends and distributions from eligible securities in my account that I select ("owned securities") may be automatically reinvested into shares of an eligible mutual fund of my choosing ("cross-reinvestment security") for which I have received a current prospectus. On the business day prior to a distribution payment date of an owned security, Edward Jones will enter an order on my behalf for the purchase of the cross-reinvestment security. On the distribution payment date, Edward Jones will invest the funds received on my behalf into shares of the cross-reinvestment security, and such purchase of the cross-reinvestment security will settle on the following business day. In the event the distribution payment amount on an owned security is not known in advance of the distribution payment date, the order will be entered as soon thereafter as the amount of the distribution payment can be calculated with certainty, including currency conversions, if necessary. 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.
- (g) **Systematic Mutual Fund Program.** With this feature, I may direct Edward Jones to periodically purchase shares of eligible mutual funds or to sell shares of an eligible mutual fund held in my account. Purchases under this program will be made at the public offering price calculated as described in the applicable prospectus, and sales will be executed at the net asset value as described in the applicable prospectus. I may also direct Edward Jones to periodically exchange shares of an eligible mutual fund for shares of a different eligible and affiliated mutual fund. The price of the shares of both mutual funds in such an exchange will be the net asset value of each fund, as described in the applicable prospectuses. These transactions will be executed automatically on a monthly, quarterly, semiannual or annual basis, as I may choose. I may specify either a dollar amount or share amount for such transactions. Funds to pay for purchases under this program must be in my account on the day designated by me as the trade date. If a designated trade date falls on a weekend or holiday, the transaction will be effected on the preceding business day. If sufficient funds are not in my account on the trade date, Edward Jones will monitor my account for five business days and will execute the transaction if funds become available in my account during this five business day period. Minimum purchase amounts may be required as provided in the applicable prospectus.
- (h) **Dollar Cost Averaging Program.** With this program, I may direct Edward Jones to periodically purchase or sell shares of eligible securities on a monthly basis. A separately signed form may be required for participation in Edward Jones' Dollar Cost Averaging Program, which sets forth the terms and conditions for such systematic transactions. Contact your financial advisor or other authorized representative of Edward Jones for additional information.

## V. Other Important Contract Terms

- (a) **Amendments and Modifications to Agreement.** I acknowledge this Agreement, as amended from time to time, constitutes the full and entire understanding between the parties. I agree that Edward Jones may amend terms and conditions or services

related to this account at any time, including fees and charges for this account. Edward Jones will notify me of such changes by mail, 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. Any use of this account after the effective date of any amendment will constitute my acceptance of such amendment.

- (b) **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 hold Edward Jones harmless from any and all liability it may incur for continuing to operate as though I were 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.
- (c) **Assignability.** 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.
- (d) **Termination of Account.** Edward Jones has the right to terminate any account (including multiple owner accounts) for any reason at any time. Edward Jones may liquidate all holdings within said account(s) and mail me a check for any proceeds, less any fees or other obligations owed to Edward Jones.
- (e) **Notices, Disclosures and Communications.** Any notices, disclosures or communications may be (a) mailed first class or sent by commercial express courier service to me at the last address set forth in Edward Jones' records, and to Edward Jones at 12555 Manchester Road, St. Louis, MO 63131; (b) sent by email to me 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 (e) posted on Edward Jones' public website if allowed by applicable law. Any such notice mailed (i) to me 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, 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 on Edward Jones' website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures).
- (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.
- (g) **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.

- (h) **Governing Law.** Except to the extent pre-empted by federal law, I agree that this Agreement and all amendments to this Agreement, their validity, effect, construction, administration and application, and the parties' respective rights and duties, shall be governed by the laws of the State of Missouri without giving effect to any contrary choice of law or conflict-of-laws provisions.
- (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) **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](http://www.sipc.org) or call 202-371-8300.
- (k) **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 data center is damaged in a disaster, Edward Jones would move technological support and processing to the unaffected data center, with an expected short-term interruption in operations. Edward Jones' response to a significant business disruption 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, I can obtain information about the status of my account(s) and access to my funds and securities by contacting my financial advisor or Edward Jones Client Relations at 800-441-2357. Any updates to the Edward Jones BCP will be posted on Edward Jones' website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures).
- (l) **Nonqualified Deferred Compensation Plans.** If this account is for a Nonqualified Deferred Compensation plan, including, but not limited to, a non-profit section 457(b) plan, a non-profit section 457(f) plan, or a section 409(A) plan, the Plan Sponsor hereby acknowledges and agrees that Plan Sponsor shall be responsible for providing the plan participants with the following disclosures on a yearly basis:
1. The obligation of the Plan Sponsor to make payments under the Plan and the Agreement is a contractual liability of the Plan Sponsor to the participants;
  2. Such payments shall be made from the general funds of the Plan Sponsor, and the Plan Sponsor shall not be required to establish or maintain any special or separate fund, or otherwise segregate assets to make the payment. The general fund is subject to the organization's creditors;
  3. With respect to any contributions participants have in the Plan, participants will be unsecured creditors of the Plan Sponsor. No amounts are actually set aside by the Plan Sponsor to fund the participant accounts in the Plan. Any amounts the participants elect to pay into the plan will become part of the general funds of the Plan Sponsor and subject to the organization's creditors;
  4. The participants shall not have any interest in any particular assets of the Plan Sponsor by reason of the Plan Sponsor's obligation under the plan or this Agreement; and
  5. To the extent that the participants or any other person acquires a right to receive payments under the Plan or this Agreement, such rights shall be no greater than the right of the unsecured creditor of the Plan Sponsor.

## VI. Arbitration Agreement

(a) **This Agreement contains a pre-dispute arbitration clause. By signing the Account Authorization and Agreement Form, I agree as follows:**

1. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 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 your predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the FINRA Code of Arbitration Procedure rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.**

**To the extent permitted by law, the exclusive jurisdiction for any such controversy that is not arbitrable under this Services Agreement shall be the Circuit Court of St. Louis County, State of Missouri, or the United States District Court for the Eastern District of Missouri, and I consent to the jurisdiction of such courts.**

- (b) **Class Actions.** No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

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