

# Edward Jones Account Agreement Vendor-held 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.

## 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.

(d) **Language.** I acknowledge that I can read and understand the English language. I understand that this Agreement, and any other agreements I may have with you from time to time, as well as other documents, notices, and disclosures will be delivered to me in English, which shall be the controlling language. If any other communication, document, notice, disclosure, or material is provided to me in a language other than English, I agree that such information is being provided as a courtesy and is not binding between me and Edward Jones, and that the English language version is controlling.

## II. Type of Account

(a) **Non-discretionary Broker-dealer Services.** I am opening this account with Edward Jones for broker-dealer services in a non-discretionary account. The broker-dealer services discussed herein are limited to this Edward Jones account only. Edward Jones will provide investment advisory services for the assets held at the applicable Plan Service Provider, as detailed in the Edward Jones Retirement Plan Services Agreement, which I have reviewed and executed/will execute. 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. 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 Authority.** 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, an executor, an administrator, a retirement plan trustee, 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 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.

I understand and acknowledge that other than the fiduciary services detailed in the Edward Jones Retirement Plan Services Agreement, Edward Jones is not a fiduciary to the Plan and does not provide fiduciary 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.

Edward Jones' obligations herein will be effective only after I have executed the Edward Jones Retirement Plan Services Agreement and such agreement has been accepted by Edward Jones. The provisions of the Edward Jones Retirement Plan Services Agreement are controlling to the extent they conflict with any provision of this Agreement.

### III. Terms of Account Maintenance

- (a) **Payment for Services.** I agree to pay for all Edward Jones services in accordance with the Edward Jones Retirement Plan Services Agreement. 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.
- (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 voice mail, 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.** 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. 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, as required by applicable laws and regulations.
- (f) **Assets Held Outside of Edward Jones.** 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.
- (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.

(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](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.

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.

(k) **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. Other Important Contract Terms

(a) **Amendments and Modifications to Agreement.**

I acknowledge this Agreement and the Edward Jones Retirement Plan Services 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 any material 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 preempted 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).

## V. 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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