

## Visa® Debit Card Account

### Debit Card Agreement and Disclosure Statement Terms and Conditions

Edward Jones ("EJ") has arranged with The Bank of New York Mellon Corporation ("BNY Mellon") for Bank (defined below) to issue Visa® cards ("Cards") to EJ clients. When you use your Cards, you will be accessing the Available Balance in your EJ account ("Balance").

This Debit Card Services Agreement (the "Agreement") is made among you, EJ, BNY Mellon and Bank and explains the types of Transactions that you can perform with your Cards, as well as your rights and responsibilities concerning your usage and safekeeping of your Cards. You agree to be legally bound by the terms and conditions set forth in this Agreement.

Please read this Agreement carefully because it tells you your rights and obligations for the Transactions listed. You should keep this document for future reference.

#### Important

If you believe your Card or personal identification number ("PIN") has been lost or stolen or has become known to unauthorized persons or that someone has used or may use your Card or PIN without your permission:

Notify BNY Mellon by:

Telephone	Letter
888-289-6635 (U.S.); 610-382-7580 (overseas collect call)	The Bank of New York Mellon Corporation 301 Bellevue Parkway 3rd Floor Wilmington, DE 19809

For all other questions: Telephone or write to your Edward Jones financial advisor.

**1. Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings specified below:

**"Account"** refers to your account with EJ.

**"ATM"** means automated teller machine.

**"ATM Withdrawal"** means a Transaction in which you receive money from an ATM.

**"Authorization"** means a Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment.

**"Available Balance"** is the amount EJ has transmitted to BNY Mellon as available for your Account, which may include any available credit in your margin account.

**"Bank"** means PNC Bank, N.A., a national bank or any successor bank.

**"Banking Day"** means every day of each week for purposes of imposing security limits on the number and amount of Withdrawals, Cash Advances, Purchases and Authorizations you can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time. A Banking Day may, as applicable, exclude bank, BNY Mellon or EJ holidays.

**"BNY Mellon"** means The Bank of New York Mellon Corporation, which is responsible for administration of the debit card services (via the Bank) provided hereunder.

**"Business Day"** means Monday through Friday, excluding federal holidays. Although EJ's, BNY Mellon's or Bank's offices may be open on certain federal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

**"Card"** means the Visa® Card issued on your EJ Account.

**"Cash Advance"** means a Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

**"Edward Jones"** means Edward Jones.

**"Electronic Fund Transfer"** means any transfer of funds initiated or authorized by you through an electronic payment system such as the Plus System®.

**"OCT"** means the Original Credit Transaction real-time payment methodology, including as implemented through "Visa Direct."

**"Purchase"** means a Transaction in which you purchase goods or services.

**"Regulation E"** means Regulation E (12 C.F.R., 1005) issued by the Bureau of Consumer Financial Protection pursuant to the Electronic Fund Transfer Act (15 U.S.C. §§1693 et seq.).

**"Services"** means Card and related services.

**"Transaction"** means those Transactions that you can perform with your Cards as more fully described in this Agreement.

**"Unauthorized Transaction"** means a Transaction made by someone without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Transaction by a person to whom you furnished your Card or PIN unless you have notified us that Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction that is made in error by us.

**"We, Us, Our"** means, as the context requires, EJ, BNY Mellon and/or Bank. For clarification, the terms "we, us, our" have the foregoing meanings in this Agreement, whether or not they are capitalized.

“You, Your, Accountholder” means each person or entity who is a registered owner of the Account. For clarification, the terms “you” and “your” have the foregoing meanings in this Agreement, whether or not they are capitalized.

## 2. General Features of Services.

### 2.1 Available Balance.

- 2.1.1 All Transactions are processed through an account held by BNY Mellon (on behalf of EJ) at Bank, as more fully explained in the EJ Account Agreement. Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. Shortly after BNY Mellon is notified of a Transaction, the Available Balance is reduced, not when a sales draft or Cash Advance draft is paid.
- 2.1.2 You agree not to make a Transaction (such as making a Card Purchase) that exceeds your Available Balance. If you attempt to make a Transaction that will exceed your Available Balance, the Transaction will normally be declined. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft.
- 2.1.3 Transfers will not be credited to the Account until EJ actually receives the funds. The availability of funds will be subject to EJ's Availability of Funds policies. To access a copy of these disclosures, visit [edwardjones.com/disclosures](http://edwardjones.com/disclosures) or contact your financial advisor.

### 2.2 Payment for Transactions.

- 2.2.1 On a daily basis, BNY Mellon will notify EJ of the Transactions on your Account of which BNY Mellon becomes aware. EJ will make payments to Bank (via BNY Mellon) on your behalf on each Business Day that EJ receives notice of the Transactions.
- 2.2.2 *You authorize EJ to charge your Account in order to pay for Transactions.* Each Transaction shall be considered to be your direction to us to charge or reduce your Available Balance. EJ will make payments for the charges in the following order of priority: cash in your Account and then available credit in your margin Account. When you use your Card, the charge or reduction to your Available Balance generally occurs immediately (with the exception of preauthorized transactions), and you understand that you have no right to stop payment on most debit card Transactions. You understand that Authorizations will reduce your Available Balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note that an Authorization will reduce your Available Balance until the Transaction

is completed in whole or in part, or after the expiration of a time period specified by us.

- 2.2.3 If there is more than one person who is authorized to sign on the Account, you authorize us to pay Card Transactions on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. See below for more information about joint Accounts.

2.2.3.1 **Unauthorized Use.** You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transactions that result.

- 2.3 **Account Statements.** EJ will send you an Account statement every month in which a Transaction was made. In any event, you will receive an Account statement at least quarterly. Your Account statements will include the following information for Transactions: the amount, location, Transaction date, posting date, reference number and merchant name (when available). Review your statement and receipts carefully, and promptly notify BNY Mellon of any discrepancy between your records and Transactions detailed on the statement. Transactions from your Account may appear on the day after the Business Day the Transaction took place. Neither BNY Mellon nor Bank will send you separate statements listing Transactions.

- 2.4 **Debit Card Fraud Alerts Message Service.** We provide a Fraud Alerts Message Service automatically at no cost in connection with your Card if you are currently enrolled in Edward Jones Texting or if you subsequently enroll. To review or obtain a copy of the Debit Card Fraud Alerts Message Service Terms & Conditions, go to [edwardjones.com/fraudtextalert](http://edwardjones.com/fraudtextalert). You may opt out of the Fraud Alerts Message Service alone and retain the Edward Jones' Texting service. However, if you opt out of Edward Jones Texting, your participation in the Fraud Alerts Message Service will automatically terminate. You can access your Edward Jones Texting Terms and Conditions at [edwardjones.com/text-term](http://edwardjones.com/text-term) (Online Access users) or [edwardjones.com/textingterms](http://edwardjones.com/textingterms) (non-Online Access users).

### 2.5 Contact Information.

- 2.5.1 **Loss, Theft or Unauthorized Transaction.** You must tell BNY Mellon AT ONCE (by calling 1-888-289-6635) if you believe your Card(s) have been lost or stolen or if you believe an unauthorized person may know your PIN. Similarly, tell BNY Mellon if you believe any Unauthorized Transactions have been made to

your Account. See below for more information about your rights and obligations with respect to Electronic Fund Transfers.

- 2.5.2 **Errors or Questions About Your Account.** Call BNY Mellon immediately if you think your Account statement or a Transaction record is wrong or if you need more information about your Account or any Transaction listed on the Account statement or Transaction record.

All questions about Transactions made with your Card must be directed to BNY Mellon, and not to EJ where you have your Account. BNY Mellon is responsible for resolving any errors in Transactions made with your card.

BNY Mellon will not send you a periodic statement listing Transactions that you make using your Card. The Transactions will appear only on the statement issued by EJ. **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR CARD, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM EJ.** If you have any questions about one of these Transactions, call or write to BNY Mellon at the telephone number and address listed below. Similarly, **IF YOUR CARD IS LOST OR STOLEN, NOTIFY BANK AT ONCE** by calling or writing to BNY Mellon at the telephone number and/or address listed below.

- 2.5.3 **Contact BNY Mellon.** Call BNY Mellon at 888-289-6635 in the United States or, if overseas, call collect at 610-382-7580.

Or write to BNY Mellon at:

The Bank of New York Mellon Corporation  
301 Bellevue Parkway  
3rd Floor  
Wilmington, DE 19809

When calling or writing, you must provide your account number and other identifying information.

## 2.6 Foreign Transactions.

- 2.6.1 Foreign Transactions are Transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars.
- 2.6.2 **Foreign Currency.** Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa®, using its then-current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Transaction

date or periodic statement posting date.

- 2.6.3 **Foreign Transaction Fee.** For each Foreign Transaction, there is a foreign Transaction fee (currently 1% of the Transaction), which will be included in the amount charged to your Account. This charge may apply whether or not there is a currency conversion.

## 2.7 Fees.

- 2.7.1 Fees will be charged based on the Schedule of Fees applicable to your Edward Jones account. To access a copy of the Schedule of Fees, visit [edwardjones.com/accountfees](http://edwardjones.com/accountfees) or contact your financial advisor.

In addition to the fees identified on the Schedule of Fees, if you request a copy of a sales draft, your Account may be charged \$3.00, plus the amount of any third-party fees to obtain the sales draft. Normal charges for other Account activities will continue to apply. For example, your Account will be subject to fees that may be charged by third parties and fees charged by ATM operators when you use an ATM not owned by Bank or its affiliates.

- 2.7.2 If funds are not available in your Account to pay for Transactions and a margin loan is created, you are responsible for paying any interest incurred on the margin loan balance. Please refer to the Edward Jones Margin Disclosure Statement and Statement of Credit terms for further information on how margin interest is calculated and charged. To access a copy of the Edward Jones Margin Disclosure Statement and Statement of Credit Terms, visit [edwardjones.com/disclosures/account-features-terms/saving-spending-borrowing](http://edwardjones.com/disclosures/account-features-terms/saving-spending-borrowing) or contact your financial advisor.

- 2.8 **Documentation.** EJ, BNY Mellon and/or Bank may add images of your application with respect to the services provided in connection with this Agreement to their electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

- 2.9 **Adverse Claims.** If EJ, BNY Mellon or Bank receives a claim to all or a portion of your Account (including but not limited to a dispute over who is an authorized signer or owner), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. None of EJ, BNY Mellon or Bank will be responsible for any items that are not paid because of the hold. You agree to reimburse EJ, BNY Mellon and Bank for expenses, including attorneys' fees and expenses, arising out of such competing claims.

### 3. Transactions.

#### 3.1 Conveniences.

- 3.1.1 ATM Withdrawals: You can use your Card to withdraw cash from your Account at ATMs displaying the Visa® or PLUS® logos.
- 3.1.2 Cash Advances: You can use your Card to receive Cash Advances from your Account through financial institutions that honor Cards bearing the Visa logo.
- 3.1.3 Purchases/Authorizations: You can use your Card to purchase goods and services (Purchases) from merchants honoring Visa. You may also use your Card to authorize others to place a hold on your Available Balance to assure future payment (Authorizations).
- 3.1.4 Pay Bills: If the merchant is agreeable, you can pay bills directly by telephone from your Account in the amounts and on the days you request.
- 3.1.5 Visa Account Updater (VAU): VAU is a free account service in which each Card is automatically enrolled. When a Card is reissued, the service automatically updates your payment information to merchants who participate in VAU in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those participating merchants seeking your account information after you have requested they process a recurring payment or payments. Not all merchants participate in automatic updates. Updates are not guaranteed before the next billing cycle. If at any time you wish to opt out of the VAU service or if you have any questions, please call 888-289-6635.
- 3.1.6 Credits and Transfers to Account: You can arrange for transfer of funds to your Account from accounts at Bank or other financial institutions through the Card via OCT or other electronic funds transfer, subject to additional fees, limits, terms and conditions that EJ, BNY Mellon or Bank may impose from time to time. We may refuse to accept transfers in our sole discretion.

**3.2 Out-Of-Network Surcharges.** An out-of-network surcharge may be imposed for ATM usage (including Transactions and balance inquiries). Certain accounts may also be eligible for out-of-network surcharge rebates pursuant to Edward Jones' policies.

**3.3 ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a Transaction).

**3.4 Cancellation of Card.** The Card may be canceled by

BNY Mellon, Bank or EJ at any time without prior notice and will remain the property of Bank. Without limiting the foregoing, your Card will be canceled effective with the closing of your EJ Account.

#### 3.5 Restrictions.

- 3.5.1 Purchasing Securities: You may not use your Card to purchase securities.
- 3.5.2 Internet Gambling: You may not use your Card for internet gambling.
- 3.5.3 Illegal Activities: Use of your Card for illegal activities is prohibited.

**4. Electronic Fund Transfers – Additional Terms and Conditions.** These additional terms and conditions apply only to the extent that Regulation E requires.

**4.1 Limits on Dollar Amount of Transactions.** The ATM you use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. EJ has a \$1,000 maximum withdrawal amount for ATM Withdrawals per Banking Day. Sometimes a temporary \$300 limit per Banking Day may be imposed for security purposes or when the Transaction volume in your Account exceeds normal conditions. There may be other limitations stated in this Agreement or in other agreement(s) between you and EJ.

4.1.1 There is a \$20,000 Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Authorizations all count against these Transaction limits. In addition, there is a single Cash Advance Transaction limit and a daily Cash Advance Transaction limit of \$2,500 per Banking Day.

**4.2 Limits on Frequency of Transactions.** In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Transactions you can make on any Banking Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five Transactions on any Banking Day under normal conditions.

**4.3 Retention of the Card.** Your Card may be retained by any ATM, merchant or participating financial institution IF:

- the PIN is wrong after three attempts (certain ATMs may limit you to fewer attempts);
- you exceed the limits on dollar amounts and/or frequency of Transactions;
- your Card was reported lost or stolen;
- your Account has been closed;
- your Card expired or was replaced;
- the machine is not operating properly; or
- there are other legitimate business reasons.

**4.4 Transaction Receipts.** You can get a receipt at the time



you make Transactions, except for Transactions you make by telephone, mail or via the Internet. Receipts may not be provided for Purchases of \$15.00 or less, or for Transactions performed outside the United States. Transactions will also be reflected on your Account statement. See also Loss, Theft or Unauthorized Transactions, below.

4.4.1 Merchants generally maintain receipts of Transactions for 12 months, which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call BNY Mellon, BNY Mellon will attempt to obtain copies of drafts. If you request a copy of a sales draft, your Account may be charged \$3.00, plus the amount of any third-party fees to obtain the sales draft.

#### 4.5 Preauthorized Transactions.

**Stop Payment – Recurring Payments.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

*General.* Call or write us in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you the following amounts for each stop payment order you give: \$10.00 for each ACH stop payment, zero dollars (\$0.00) for debit card stop payments.

*Notice of varying amounts.* If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

*Notice of date change.* If the person you are going to pay changes the scheduled due date of preauthorized payment, that person should provide you at least seven calendar days' notice.

**Stop Payment – Single Payment.** With respect to an individual payment:

*General.* If you desire to stop a single Card payment, call us at the number above or write to us at the address above. We will stop the payment if we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you the following amounts for each stop payment order you give: \$10.00 for each ACH stop payment, zero dollars (\$0.00) for debit card stop payments.

**Liability for Failure to Stop Payment.** If you order us to stop a payment three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4.6 **Loss, Theft or Unauthorized Transactions.** You must tell BNY Mellon AT ONCE if you believe your Card has been lost or stolen or if you believe an unauthorized person may know your PIN. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Account (plus the maximum amount available through your margin account). If you tell BNY Mellon within two Business Days after you learn of the loss or theft of a Card or PIN, you will not be responsible for any losses if someone used your Card or PIN without your permission.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- DO NOT PROVIDE ANYONE WITH YOUR PIN;
- DO NOT WRITE YOUR PIN ON THE CARD;
- DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD; AND
- DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM BANK, BNY MELLON OR EJ.

#### 4.7 For Your Protection – Notify BNY Mellon Promptly.

4.7.1 **Consumer Liability.** If you do NOT tell BNY Mellon within two Business Days after you learn of the loss or theft of your Card or PIN, and BNY Mellon can prove it could have stopped someone from using your Card or PIN without your permission if you had told them, you could lose as much as \$500. In all other cases, you could lose all the money in your Account (*plus the maximum amount available through your margin account*).

4.7.2 Tell BNY Mellon AT ONCE if you believe your statement shows Transactions that you did not make. Similarly, tell BNY Mellon immediately if you think your Account statement or Transaction record is wrong or if you need more information about your Transaction listed on the Account statement or Transaction record. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum amount available through your overdraft account). If you do not tell BNY Mellon within 60 days after the statement was FIRST mailed to you, you may not get any money you lost after the applicable notice period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**4.7.3 Information to Provide.** If you tell BNY Mellon orally, BNY Mellon may require you to send your complaint or question in writing within 10 Business Days. BNY Mellon will need the following information:

- Your name, your Account number, your address and the date of the Transaction;
- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information; and
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

**4.7.4 Timing of Error Resolution Process.** Except as otherwise stated in this Agreement, BNY Mellon will determine whether an error occurred within 10 Business Days after BNY Mellon hears from you and will correct any error promptly. If BNY Mellon needs more time, however, BNY Mellon may take up to 45 calendar days to investigate your complaint or question. In this event, we will generally re-credit your Account within 10 Business Days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If BNY Mellon asks you to put your complaint or question in writing and we do not receive it within 10 Business Days, we need not re-credit your Account or we may reverse any credit previously made to your Account. Overdraft accounts need not be re-credited during our investigation.

**4.7.4.1 Foreign Transactions:** For Transactions initiated outside the United States, the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

**4.7.4.2 Point-of-Sale Transactions:** For point-of-sale transactions (for example, Purchases at a merchant and Cash Advances), the applicable time period for investigations shall be 90 calendar days in place of 45 calendar days.

**4.7.4.3 New Accounts:** For Accounts that have been open for 30 calendar days or less, the applicable time periods for action stated in Section 4.7.4 shall be 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

**4.7.4.4 Informing You of the Results:** In any case, BNY Mellon will tell you the results within three Business Days after BNY Mellon completes our investigation. If

BNY Mellon decides that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask BNY Mellon for copies of the documents that we used in our investigation.

**4.8 Our Liability for Failure to Complete Electronic Fund Transfers.**

If we do not complete an Electronic Fund Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. None of BNY Mellon or EJ will be liable IF:

- through no fault of ours, you do not have a sufficient Available Balance to make the Transaction;
- any ATM, other device, Card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
- the ATM or other device you are using for the Transaction does not have enough cash;
- the ATM or other device you are using for the Transaction is unable to process the Transaction;
- your Account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
- you have failed to enter your correct PIN after the maximum number of attempts permitted;
- you have failed to use the ATM, other device, Card or computer system in accordance with instructions;
- we have limited or refused to complete Transactions for security reasons; or
- we have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by BNY Mellon or EJ or in your other agreements with EJ. None of BNY Mellon or EJ will be responsible for any person's actions in refusing to honor or accept your Card or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

**5. Confidentiality.** You give us permission to share information with EJ, BNY Mellon and Bank. Under normal circumstances, we will not reveal any information about your Accounts to third parties. We will not reveal any information to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your

Transactions with EJ, BNY Mellon and/or Bank; or (2) where it is necessary for completing your Transactions or providing any related Card benefits to you; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders of subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by EJ's Privacy Policy, as furnished to you separately and updated or amended from time to time by EJ.

- 6. Disputes Involving Your Account.** To the fullest extent permitted by law, you agree to be liable to us for any losses, costs or expenses, including reasonable attorneys' fees, that we may incur as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize us to deduct any such losses, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and an authorized signor, another joint owner or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signor, another joint owner or a third party takes some action with respect to the Account that causes us to seek the advice of counsel, even though we do not actually become involved in the dispute.

**7. Joint Accounts.**

- 7.1** If this is a joint Account, unless you notify EJ otherwise and provide such documentation as EJ requires, your Account shall be held by you jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We shall be fully protected in acting upon the instructions of either of you; in sending confirmation advice, notices or other communications to either of you; or in otherwise dealing with either of you. Each of you shall be liable, jointly and individually, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of you.
- 7.2** If "you" shall consist of more than one individual, the obligations of all such persons under this Agreement shall be joint and several. Each joint account holder (Account Holder) has authority, acting individually and without notice to the other Account Holder, to deal with us as fully and completely as if the Account Holder is the sole Account Holder. We are authorized to follow the instructions of any joint Account Holder. We are not responsible for determining the purpose or propriety of an instruction we receive from any Account Holder or for the disposition of payments or deliveries among joint Account Holders. Any notice we send to one Account Holder will be deemed notice to all Account Holders.

**8. Miscellaneous.**

- 8.1 Scope and Transferability.** This Agreement shall cover all aspects of the Card services and associated Electronic Fund Transfers described herein and shall inure to the benefit of our successors whether by merger, consolidation or otherwise, and assigns, and we may transfer your Account to our respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.
- 8.2 Extraordinary Events.** To the fullest extent allowable under law, we are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.
- 8.3 Nature of Obligations.** The obligations of EJ, BNY Mellon and Bank are set forth in this Agreement. None of BNY Mellon, Bank or EJ is liable for the obligations of the others.
- 8.4 Accounts That Are Not Consumer Accounts.** If you are not a "consumer" as defined in Regulation E, we are not required to respond to your questions about Transactions within the time periods specified above, and the limitations on your liability for Unauthorized Transactions described above do not apply.
- 8.5 Nonpersonal Accounts.** The parameters surrounding liability, confidentiality and documentation requirements outlined above do not apply to any Accounts established primarily for nonpersonal purposes.
- 8.6 Waiver, Assignment and Notices.** Neither our failure to insist at any time upon strict compliance with this Agreement or with any of the terms hereof nor any continued course of such conduct on our part shall constitute or be considered a waiver by us of any of our rights or privileges hereunder. Any assignment of your rights and obligations hereunder or your interest in any property held by or through EJ without obtaining the prior written consent of an authorized representative of EJ shall be null and void. Notices and other communications (including, without limitation, margin calls) delivered, faxed, sent by express delivery service or mailed to the address provided by you shall, until we have received notice in writing of a different address, be deemed to have been personally delivered to you. Each of BNY Mellon and Bank may assign this Agreement and its rights and obligations hereunder at any time to an affiliate without prior notice.
- 8.7 Severability.** If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof

shall be unimpaired and remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

- 8.8 Headings.** The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.
- 8.9 Recording Conversations and Monitoring Electronic Communications.** For our mutual protection, you understand, agree and expressly consent to our electronic recordation of any of your telephone conversations with us and to our monitoring of your electronic communications with us, including but not limited to email and facsimile transmission.
- 8.10 Termination of Account/Agreement.** EJ, BNY Mellon, Bank or you may terminate this Agreement, including the use of Cards or other Services, if applicable, at any time. You shall remain responsible for authorized charges that arise before or after termination. In the event of termination for whatever reason, you shall promptly destroy all Cards. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.
- 8.11 Representations and Amendments.** You agree that we shall have the right to amend this Agreement at any time by sending notice of the amendment to you. An amendment shall be effective as of the date we establish. If we make any changes to this Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), we will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify us of your intention to terminate your Card privileges. We reserve the right to make emergency changes for security reasons, without prior written notice to you. You understand additional restrictions may apply to the Services and additional documentation may be required by applicable law or our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents.
- 8.12 Governing Law.** This Agreement shall be governed by the laws of the United States of America, and to the extent that State law applies, the laws of the Commonwealth of Pennsylvania.
- 8.13 Priority of Agreements.** In the event of any conflict between this Agreement and any other agreement you have with EJ or your broker-dealer, this Agreement will control.

**Keep this copy for your records.**

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