

# SIMPLE Individual Retirement Account Custodial Agreement

(Under Section 408(p) of the Internal Revenue Code) IRS Form 5305-SA

This Custodial Agreement is incorporated into and is part of the Individual Retirement Account Authorization Form (collectively "Agreement") signed by me (collectively the "Depositor," "Client," "me," "my," "I," "you" or "your"), and constitutes a binding contract between Edward D. Jones & Co., L.P. (collectively, "Edward Jones," "Custodian," "we" or "our"), and me. I represent that I have read and understand the Agreement and agree to be bound by its terms, as well as the separate disclosures and notices referenced in and/or provided with this Agreement. My current or former employer ("Employer") has adopted a plan described in Section 408(p) as a Savings Incentive Match Plan for Employees of small employers ("SIMPLE IRA Plan"). I am establishing a Savings Incentive Match Plan for Employees of small employers Individual Retirement Account ("SIMPLE IRA" or "Account") under Sections 408(a) and 408(p) of the Internal Revenue Code of 1986, as amended ("the Code"), to provide for my retirement and for the support of my beneficiaries after death. Edward Jones has given me the disclosure statement required by Federal Income Tax Regulations ("Regulations") Section 1.408-6. Depositor and Custodian make the following Agreement:

## Article I

Custodian will accept cash contributions made on behalf of Depositor by Depositor's Employer under the terms of a SIMPLE IRA Plan described in Section 408(p). In addition, Custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant and, after the two-year period of participation defined in Section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in Section 402(c)(8)(B)) other than a Roth IRA or a designated Roth IRA account. No other contributions will be accepted by Custodian.

## Article II

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

## Article III

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

## Article IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the Regulations thereunder, the provisions of which are herein incorporated by reference.
2. Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than Depositor's required beginning date, April 1, following the calendar year in which Depositor reaches age 73 (72 if Depositor reached 72 before January 1, 2023, or 70½ if Depositor reached 70½ before January 1, 2020). By that date, Depositor may elect, in a manner acceptable to Custodian, to have the balance in the custodial account distributed in:

- (a) A single sum or
- (b) Payments over a period not longer than the life of Depositor or the joint lives of Depositor and his or her designated beneficiary.
- 3. If Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
  - (a) If Depositor dies on or after the required beginning date and:
    - (i) the designated beneficiary is Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by one (1) for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
    - (ii) the designated beneficiary is not Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of Depositor and reduced by one (1) for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
    - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of Depositor as determined in the year of Depositor's death and reduced by 1 for each subsequent year.
  - (b) If Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (i) below or, if elected or there is no designated beneficiary, in accordance with paragraph (ii) below:
    - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of Depositor's death. If, however, the designated

beneficiary is Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which Depositor would have reached age 73 (72 if Depositor would have reached 72 before January 1, 2023, or 70½ if Depositor would have reached 70½ before January 1, 2020). But, in such case, if Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with paragraph (ii) below if there is no such designated beneficiary.

- (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of Depositor's death.
- 4. If Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not Depositor's surviving spouse, no additional contributions may be accepted in the Account.
- 5. The minimum amount that must be distributed each year, beginning with the year containing Depositor's required beginning date, is known as the "required minimum distribution" ("RMD") and is determined as follows:
  - (a) The RMD under paragraph 2(b) for any year, beginning with the year Depositor reaches age 73 (72 if Depositor reached 72 before January 1, 2023, or 70½ if Depositor reached 70½ before January 1, 2020), is Depositor's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations Section 1.401(a)(9)-9. However, if Depositor's designated beneficiary is his or her surviving spouse, the RMD for a year shall not be more than Depositor's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations Section 1.401(a)(9)-9. The RMD for a year under this paragraph (a) is determined using Depositor's (or, if applicable, Depositor's and spouse's) attained age (or ages) in the year.
  - (b) The RMD under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of Depositor's death (or the year Depositor would have reached age 73 (72 if Depositor reached 72 before January 1, 2023, or 70½ if Depositor reached 70½ before January 1, 2020), if applicable under paragraph 3(b)(i)), is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
  - (c) The RMD for the year Depositor reaches age 73 (72 if Depositor reached 72 before January 1, 2023, or 70½ if Depositor reached 70½ before January 1, 2020) can be made as late as April 1 of the following year. The RMD for any other year must be made by the end of such year.

- 6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the Regulations under Section 408(a)(6).

## Article V

- 1. Depositor agrees to provide Custodian with all information necessary to prepare any reports required by Sections 408(i) and 408(l)(2) and Regulations Sections 1.408-5 and 1.408-6.
- 2. Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.
- 3. Custodian also agrees to provide Depositor's Employer the summary description described in Section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

## Article VI

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

## Article VII

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

## Article VIII

### 1. Account Owner Representations and Agreements.

- (a) *Client Representations and Warranties.* I am a natural person of legal age with the ability to enter into this Agreement. The information I have provided to Edward Jones in connection with this Account is current, accurate, truthful and complete. Unless I have notified Edward Jones to the contrary, I am not an employee of: (1) the Financial Industry Regulatory Authority, Inc. ("FINRA"); (2) any stock exchange; (3) any member firm of any exchange; (4) a bank; (5) a trust company; or (6) any member firm of FINRA. If I become so employed, I agree to notify Edward Jones of that employment promptly after becoming so employed.
- (b) *Identity Verification.* I understand that federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In connection with opening my Account, I have supplied Edward Jones with truthful information to allow Edward Jones to identify me and will supply additional information reasonably requested by Edward Jones. I authorize Edward Jones to obtain consumer credit reports and other information, as necessary, to determine whether to establish my Account or, after the Account is opened, whether to maintain that Account or decline, restrict or discontinue certain services. Edward Jones will, upon written request made by me within a reasonable time, furnish the names and addresses of any of the consumer credit reporting agencies from which Edward Jones obtained any consumer credit reports.

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

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

(d) I understand that I can obtain information about the background of my financial advisor at [www.brokercheck.finra.org](http://www.brokercheck.finra.org) or [www.investor.gov](http://www.investor.gov).

(e) I understand that information about the protection, handling, and sharing of any non-public personal information can be found in the Edward Jones Privacy Notice provided to me at account opening.

(f) 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.

## 2. Contributions, Rollovers, Transfers, and Conversions.

Edward Jones may accept contributions from my Employer for any taxable year in amounts and at such time as may be permitted by the Code and Regulations. I may make rollovers and transfers to my Account in amounts and at such time as may be permitted by the Code, Regulations, Edward Jones, the terms of this Agreement and applicable law. My Employer or I, as applicable, shall designate whether each such deposit is a contribution, rollover or transfer, and Edward Jones shall have no responsibility for whether such designation is correct or permissible. Edward Jones reserves the right to refuse any contribution, rollover, transfer or conversion. I am responsible for the determination of any excess contributions and the timely withdrawal thereof. The last day to make annual IRA contributions for a particular tax year is the date set forth in my Employer's SIMPLE IRA Plan, or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year

for which the contribution relates. My Employer shall designate, in a form and manner acceptable to Edward Jones, the taxable year for which such contribution is made. All contributions will be recorded as current-year contributions unless my Employer or I provide timely notice to Edward Jones to the contrary. Edward Jones may terminate contributions for any reason, including if Edward Jones is notified of my death. When the cumulative amount of contributions exceeds the IRS maximum allowable contribution limits for a given year, Edward Jones will have no obligation to accept further contributions for the year. Recurring contributions that exceed such limit will be reinstated automatically the following calendar year.

## 3. Investments and Instructions.

Investments must be registered and held in the Account in the form and manner required by Edward Jones. Unless I have entered into an Edward Jones investment advisory agreement that states otherwise, Edward Jones will not act as an investment adviser to me, shall have no obligation or discretion to direct the investment of my Account and is merely authorized to hold the particular investments specified by me. Edward Jones shall not question any such directions.

I understand and agree that I can: (1) hold only investments approved by Edward Jones as hold-eligible, and (2) purchase only investments approved by Edward Jones as purchase-eligible. Edward Jones, at its discretion, can modify eligible investments at any time. If Edward Jones notifies me that an investment may no longer be held in my Account, I agree to remove the investment from my Account within the time frame determined by Edward Jones. I agree that if I do not provide instructions to remove the investment within the time frame provided by Edward Jones, Edward Jones has the right, in its sole discretion, to liquidate or distribute that investment to me and/or terminate my Account in accordance with the terms of this Agreement. I understand that distribution of such an investment and/or the termination of my Account may result in adverse tax consequences to me and Edward Jones shall not be liable for any loss or expense associated with such distribution or termination.

Edward Jones offers a sweep program that provides clients, depending on their account type, with the option to automatically transfer uninvested cash in their account ("Free Credit Balances") to either a money market mutual fund or a bank whose deposits are insured by the Federal Deposit Insurance Corporation ("Sweep Program"). The products offered in the Sweep Program are the Edward Jones Money Market Fund ("Fund") and the Edward Jones Insured Bank Deposit Program ("Bank Program"). By choosing one of these as my sweep product, I consent to have Free Credit Balances in my Account included in the Sweep Program. Clients should review the terms, interest rates, and other features and trade-offs of the Sweep Program with their financial advisor. Interest rates are available on Edward Jones' website at [edwardjones.com/rates](http://edwardjones.com/rates).

If my Account is an Edward Jones investment advisory account, my cash balances awaiting investment will be held in accordance with the terms of the investment advisory agreement applicable to my Account. If my Account is not an Edward Jones investment advisory account, the following terms apply:

- (i) As of February 9, 2019, if I am currently utilizing the Fund as my sweep product, my Free Credit Balances will continue to be automatically transferred to the Fund unless I change my selection thereafter, in which case, I may not select the Fund again as a sweep product.
- (ii) As of February 9, 2019, if I am not currently utilizing the Fund as my sweep product, the Fund will no longer be available as an option. In that case, consistent with my direction, my Free Credit Balances will be automatically transferred to the Bank Program or held as cash and eligible to receive interest thereon ("Cash Interest"). I acknowledge and agree that funds held as Cash Interest are awaiting investment and should not be held in Cash Interest solely for the purpose of earning interest. If I do not intend to invest funds held as Cash Interest in the future, I agree to notify my financial advisor and will transfer the funds to another available cash option, such as the Bank Program, or withdraw them from my Account, in a timely manner.

Certain terms and conditions apply to the Bank Program. Investment in the Fund is subject to the terms and conditions set forth in the Fund prospectus. The Program Disclosure for the Bank Program and the Fund prospectus are available from my financial advisor or on Edward Jones' website at [edwardjones.com/disclosures](http://edwardjones.com/disclosures). Edward Jones may change the products available under the Sweep Program at any time.

If I have not given other directions to Edward Jones, I hereby elect and authorize Edward Jones, acting as my agent, to deposit and hold some or all of my Free Credit Balances as Cash Interest in Customer Reserve Accounts. If Edward Jones holds Free Credit Balances in Customer Reserve Accounts on my behalf, certain terms and conditions apply, which are available from my financial advisor or on Edward Jones' website at [edwardjones.com/disclosures](http://edwardjones.com/disclosures).

I further agree that Edward Jones shall be appointed as "custodial owner" on any annuity contract in my Account and, to the extent Edward Jones is not so appointed, I agree Edward Jones shall be able to resign as agent of record for any annuity contract in my Account without any further consent or other action by me or on my behalf.

#### 4. Designation of Beneficiaries.

- (a) *Designation of Beneficiary(ies).* I may designate one or more beneficiaries of my IRA. Beneficiaries must be designated by me in a writing that is received by and acceptable to Edward Jones. Any beneficiary designation accepted by Edward Jones will be effective as of the date executed by me. Edward Jones may declare any beneficiary

designation not received by Edward Jones during my lifetime to be void. If any designated beneficiary dies within 120 hours of my death, such beneficiary shall not be considered to have survived me. In addition, if a beneficiary does not claim such beneficiary's interest in my Account by September 30 of the year following my death, then Edward Jones may treat such beneficiary as failing to survive me.

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

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

#### 5. Distributions.

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

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

(c) *Required Minimum Distributions (RMDs).* For certain account types, Edward Jones may, if requested by me, in a form and manner acceptable to Edward Jones, compute the RMD amount in accordance with Article IV of the Agreement. I shall be responsible for causing the proper RMD amount to be withdrawn from my Account each year. Even if Edward Jones provides me with an RMD calculation, I (and after my death, my beneficiary) are responsible for ensuring that RMDs are made timely and are in amounts which satisfy IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related Regulations. Edward Jones will not distribute any RMDs unless requested to do so by me (or my beneficiary after my death). Edward Jones may choose to require my request to be submitted verbally or in writing.

## 6. Powers, Duties and Obligations of Edward Jones.

(a) *Non-discretionary Broker-dealer Services.* Unless I have entered into an Edward Jones investment advisory agreement that states otherwise, I understand Edward Jones will provide non-discretionary broker-dealer services. I understand and agree that with respect to this Account, Edward Jones is acting in the capacity or role of a broker-dealer and my financial advisor is an associated person of Edward Jones as defined by SEC Regulation Best Interest. Edward Jones may also provide information about financial products as well as investment research, investment recommendations, financial assessment tools, investor education, advice incidental to such services, and other services to enable me to make my investment decisions. These services will be limited to those offered by Edward Jones in its regular course of business and subject to such limits as Edward Jones may establish from time to time for my accounts. I agree these services do not constitute financial planning or investment advisory services as provided by a Registered Investment Adviser. Unless otherwise stated in a written agreement between me and Edward Jones, I understand that Edward Jones will not charge a separate fee for these services. I understand that should I determine I need financial planning services, I can learn about Edward Jones' financial planning offering(s) by speaking with my financial advisor or going to [edwardjones.com/advisorybrochures](http://edwardjones.com/advisorybrochures) to review the available financial planning documents.

My financial advisor may utilize a professional designation. I understand that Edward Jones is not affiliated with any of the sponsoring firms of such professional designations and that the use or attainment by my financial advisor of a particular professional designation in no way implies that either Edward Jones or my financial advisor provides financial planning services or investment advisory services,

for my Account.

I authorize and direct Edward Jones, as broker-dealer, to provide execution services for securities and financial investments in my Account. Edward Jones will arrange for delivery and payment in connection with the execution services rendered to me, and I authorize Edward Jones to act on my behalf in all other matters necessary or incidental to the handling of my Account. Transactions in my Account will be made in accordance with the trading practices of Edward Jones.

Redemption fees or sales charges may be assessed upon the liquidation or redemption of securities. I understand that these fees and expenses may negatively affect my investment performance.

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

- (i) I am responsible for all trading and investment decisions in my Account. Unless otherwise provided for under this Agreement, neither Edward Jones nor my financial advisor has authority for any trading or investment decisions in my Account.
- (ii) Unless otherwise stated in a written agreement between me and Edward Jones detailing the terms of any account monitoring, I understand that Edward Jones will not monitor my Account but may provide non-discretionary broker-dealer services as described in this Agreement.
- (iii) When we make investment recommendations to you regarding your account, we are fiduciaries within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) section 3(21)(A)(ii) and/or Internal Revenue Code section 4975(e)(3)(B), 4975(c)(1) and the regulations thereunder, as applicable. When we provide investment education or information to you that does not include an investment recommendation, we are not acting as a fiduciary under those sections of ERISA or the Code.
- (iv) When purchasing, selling or exchanging securities, I authorize Edward Jones to act either as agent on my behalf, or as principal for its own account.

While Edward Jones may from time to time provide generalized tax or legal information, I understand and agree that such information does not constitute tax or legal advice, and I must rely on my own independent tax advisor and/or attorney for such advice.

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

(c) *Order Execution and Routing Practices.* The Securities and Exchange Commission (“SEC”) has rules to improve public disclosure of order execution and routing practices. Edward Jones’ quarterly order execution statistics are available at [edwardjones.com/orderrouting](http://edwardjones.com/orderrouting). Upon request, we will also provide you with specific information, including time of execution and the identity of the market center to which your order was routed for execution.

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

(e) *Proxies.* Unless instructed otherwise by me in writing, Edward Jones shall deliver to me all prospectuses and proxies that may come into Edward Jones’ possession by reason of its holding of securities in my Account in accordance with the standards of the Securities and Exchange Commission and FINRA. Additionally, unless instructed otherwise by me, Edward Jones shall release my name, address and security position(s) to requesting issuers for securities held in my Account in accordance with the standards of the SEC.

I am solely responsible for voting proxies arising from any securities held in my Account. I understand and agree that Edward Jones will not take any action and will not render any advice regarding how to vote proxies arising from any securities held in my Account.

(f) *Records and Reports.* Edward Jones shall furnish me with periodic brokerage statements, with an annual report prepared in accordance with the requirements of the Code, and with such information concerning required distributions as is prescribed by the IRS. Unless I file with Edward Jones a written statement of exceptions or objections to any report, record or information within ten (10) days after notice of the report, record or information, I shall be deemed to have approved such report, record or information, and Edward Jones shall be released from all liability to anyone (including

my spouse or any beneficiary) with respect to all matters set forth in the report, record or information as though the report, record or information had been settled by judgment or decree of a court of competent jurisdiction. No person other than I may require an accounting.

(g) *Right to Request Judicial Assistance.* Edward Jones shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction that may arise, or for instructions. The only necessary party defendant to any such action shall be me, but Edward Jones may join any other person or persons as a party defendant. The cost, including attorneys’ fees, of any such proceeding shall be charged as an administrative expense under Article VIII, Section 7, of this Agreement. Any request by Edward Jones for judicial assistance shall not be considered a waiver of Edward Jones’ right to arbitrate, as set forth in Article VIII, Section 16, of this Agreement.

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

(i) *Scope of Custodian’s Liability.* Edward Jones shall not be liable for any loss of any kind that may result from any action taken by Edward Jones in accordance with my directions or from any failure to act because of the absence of any such directions or resulting from my control (whether by action or inaction) over my Account. Edward Jones shall not be liable for any taxes (or interest thereon) or penalties incurred by me in connection with my Account or in connection with any transaction of my Account. Edward Jones is entitled to act upon any instrument, certificate or form it believes is genuine and believes is executed or presented by the proper person or persons, and Edward Jones need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. I agree Edward Jones is not liable for any loss to me caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, government restrictions, interruptions of communications, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Edward Jones (each a “Force Majeure” event). I shall indemnify and hold harmless Edward Jones from any liability that may arise hereunder except liability arising from the gross negligence or willful misconduct of Edward Jones.

(j) *Class Action Claim Filing Service.* I acknowledge that effective June 1, 2024, Edward Jones will partner with a third-party service provider to assist with recovery services

by filing claims on my behalf in certain "Class Actions" related to securities and other financial instruments held in my account. "Class Actions" includes all U.S. state and federal class actions, Securities and Exchange Commission disgorgements, or other regulatory cases, as well as international class actions and/or collective actions involving publicly traded securities and financial instruments. I hereby provide limited power and authority to Edward Jones and/or the third-party service provider Edward Jones partners with to submit claims on my behalf, either directly or indirectly through such third-party service provider, including execution of necessary forms and documents. I further acknowledge and agree that I will be bound by, and subject to, the terms of all forms and releases that may be entered into for settlements in which a claim is filed on my behalf. In so doing, I appoint Edward Jones and/or the third-party service provider Edward Jones partners with as my administrative agent to process and administer my participation in such asset recovery cases as a class member. This Class Action Service is a separate administrative service, is not part of the advisory services offered in the Guided Solutions Flex program or covered by the Guided Solutions Flex Fee, and Edward Jones does not act in an advisory capacity when making this service available to you. Additionally, I further acknowledge that Edward Jones will not provide legal advice to me or any other party related to my participation in such Class Actions. Charges for the processing of class action claims shall be subject to a contingency fee assessed by the third-party service provider in the event a recovery is made. The contingency fee shall be a percentage of the total reimbursement of Class Actions settlements the third-party service provider collects. Additional service charges may apply related to the distribution and handling of payment if my account has been closed and a paper check and/or location services/escheatment is required. I understand that I will be automatically enrolled in the Class Action Claim Filing Service. However, I also understand that I am not obligated to continue to provide Edward Jones with the authority to permit the third-party provider to process any such claims. Rather, I may opt out of this service and pursue such claims on my own by advising Edward Jones, in writing, of my intention to opt out of this third-party service. This authorization shall remain in full force and effect until such time as I notify Edward Jones in writing, or upon termination of this Services Agreement. Further terms and conditions applicable to this Class Action Claim Filing Service can be found at [edwardjones.com/accountfeatures](http://edwardjones.com/accountfeatures).

## 7. Fees, Expenses and Taxes.

(a) *Fees of Edward Jones.* I authorize Edward Jones to retain payment from my Account for its services as Custodian, in accordance with its Schedule of Fees for IRAs as published from time to time and as in effect at the time such compensation becomes payable, and the

commission schedule that is available from my financial advisor. Edward Jones' Schedule of Fees for IRAs and information concerning additional compensation Edward Jones may receive in connection with my Account can be found on Edward Jones' website at [edwardjones.com/disclosures](http://edwardjones.com/disclosures). This compensation, and other financial and non-financial incentives, may create a material conflict between Edward Jones' interest, my financial advisor's interest, and my own. These conflicts are disclosed on Edward Jones' website at [edwardjones.com/compensation](http://edwardjones.com/compensation) and in the Important Information About Our Brokerage Services document and the Edward Jones Client Relationship Summary.

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

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

8. **Notices, Disclosures and Communications.** Any notices, disclosures or communications required under this Agreement may be (a) mailed, first class, to me or any beneficiary at the last address set forth in Edward Jones' records, and to Edward Jones at its principal place of business; (b) delivered by email to me or any beneficiary at the last email address set forth in Edward Jones' records; (c) sent by text message to me at the last phone number set forth in Edward Jones' records; (d) personally delivered to me or any beneficiary; or (e) posted on Edward Jones' public website and/or such website where Edward Jones provides me information, if allowed by applicable law. Any such notice mailed (i) to me or any beneficiary shall be effective when mailed, and (ii) to Edward Jones shall be effective when actually received. Notice sent by email or text message is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to Edward Jones' website is effective on the date posted. Edward Jones may, in its sole discretion and to the extent permitted by applicable

law, including but not limited to the Code and Regulations, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of Edward Jones that apply to my Account. These disclosures and policies are subject to change without notice to me at any time and can be obtained from my financial advisor or at [edwardjones.com/disclosures](http://edwardjones.com/disclosures).

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

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

I understand that this Agreement is freely assignable by Edward Jones and shall inure to the benefit of Edward Jones' assigns and successors by merger, consolidation or otherwise. Edward Jones may transfer my Accounts to any such successors and assigns. Any transfer or assignment by Edward Jones shall terminate any and all liability or responsibility Edward Jones may have under this Agreement, to the extent permitted by law.

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

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

**12. Amendments.** Edward Jones may amend this Agreement in any respect at any time, so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as Edward Jones deems advisable. I agree that Edward Jones may amend terms and conditions or services related to the Account at any time, including fees and charges for the Account. Edward Jones will notify me of any material changes by mail, by email, by posting such changes online or by any other means permitted by law, including a notification on my statement directing me to the Edward Jones website to review details of a change. Unless I object to such amendment(s) by sending written notice to Edward Jones in a form and manner acceptable to Edward Jones within thirty (30) calendar days from the date I am sent notification of such amendment(s),

I shall be deemed to consent to any such amendment(s).

**13. Additional Agreement Provisions.**

(a) *Prohibited Transactions.* I, my spouse, and any beneficiary may not assign my Account, or use it, or any portion of it, as security for a loan or borrow from my Account. Neither I nor any other person or institution that is acting as my agent or is otherwise acting on my behalf shall engage in any prohibited transaction, within the meaning of Section 4975 of the Code, with respect to my Account. The foregoing representation by me shall not apply to any actions taken by Edward Jones.

(b) *Prohibition against Assignment of Benefits.* Except to the extent otherwise required by law, none of the benefits, payments or proceeds held in my Account on my behalf or on behalf of my spouse or any beneficiaries shall be subject to the claims of any of my creditors or creditors of my spouse or any beneficiary, nor shall I, my spouse, or any beneficiary anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which he or she is or may be entitled under the Agreement.

(c) *RS Model Form.* Form 5305-SA (Articles I through VII) is a model Custodial Agreement that meets the requirements of Sections 408(a) and 408(p) of the Code and has been automatically preapproved by the IRS. A SIMPLE IRA is established after the Individual Retirement Account Authorization Form is fully executed by me and entered in

the records of Edward Jones and must be completed prior to the first date any contribution is required to be made to this SIMPLE IRA pursuant to my Employer's SIMPLE IRA Plan. This Account must be created in the United States for the exclusive benefit of me or my beneficiaries.

- (d) *Minor Accounts.* A parent or legal guardian may execute the Individual Retirement Account Authorization Form on behalf of a minor. In the event this IRA is established for a minor, the parent or legal guardian is authorized, on behalf of such minor, to take whatever actions are afforded under the terms of this Agreement, other than designating any beneficiaries. Edward Jones has no obligation or duty to investigate, review, or question the action of the parent or legal guardian. The parent or legal guardian, by establishing this IRA on behalf of a minor, agrees to indemnify and hold harmless Edward Jones and its affiliates from any losses, claims or damages, including court costs and reasonable attorney fees incurred by Edward Jones or its affiliates, as a result of or in connection with establishing or maintaining this IRA in the name of the minor.
- (e) *Indemnification.* I agree to indemnify and hold Edward Jones harmless from any causes of action, claims, expenses or liabilities that might be asserted by me or any third party against Edward Jones by reason of my actions or omissions related to this Agreement. I agree that I am waiving my right to obtain punitive damages to the extent such waiver is permissible under applicable law.
- (f) *Binding Effect, Death, Incompetence, Disability, Succession.* This Agreement supersedes any prior agreement of the parties and its terms shall be binding upon my heirs, beneficiaries, personal representatives, agents, estate, executors, successors, administrators, assigns, trustees and conservators ("Successors") as to all matters involving my Account with Edward Jones, including but not limited to the terms relating to arbitration. I agree that in the event of my death, incompetency, or disability, I and/or my Successors shall hold Edward Jones harmless from any and all liability Edward Jones may incur for continuing to operate as though I was alive and competent until Edward Jones is notified in writing by Successors of such death or incompetency. Notwithstanding the foregoing, in the event of my death, incompetency, or disability, Edward Jones may liquidate, restrict or terminate services to my Account without prior notice to or demand upon my Successors.
- (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) *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.

(i) *Client Information and My Portfolio Objective.* I agree to complete a client profile ("Client Profile"), which includes my goal or purpose for investing, risk tolerance(s) and investment time horizon(s), as well as other important financial information. Edward Jones will rely, in part, on the information I provide in the Client Profile in order to recommend a portfolio objective for both my Account's goal and my Account ("Portfolio Objective"). I represent that all information contained within the Client Profile is true and accurate. I agree to promptly notify Edward Jones of any change in the information that I have provided in the Client Profile including, but not limited to my financial situation, investment objectives and/or risk tolerance. I may be required to complete a new Client Profile in order for Edward Jones to recommend a modification of the Account Portfolio Objective for my Account after considering such change.

Depending on several factors, potentially including my risk tolerance, time horizon, account size compared to investable assets within my goal, my Account's goal's portfolio objective and other investments associated with my Account goal established at Edward Jones, I may be able to select an alternative Account Portfolio Objective for my Account. An alternative Portfolio Objective is not always available. I am responsible for selecting to invest in either a recommended Account Portfolio Objective or an alternative Account Portfolio Objective, if available.

Once I have selected an Account Portfolio Objective, Edward Jones will make recommendations to buy, hold, sell, or exchange investments to me based on the Account Portfolio Objective for my Account. Unless I have entered into an Edward Jones investment advisory agreement that states otherwise, I will make all decisions with respect to my Account, and may follow or reject, in whole or in part, any recommendations made by Edward Jones, including whether to change the Account Portfolio Objective for my Account.

(j) *Assets Held Outside of Edward Jones.* Edward Jones may, as I request, permit information concerning assets and liabilities not held with Edward Jones to be reflected on certain reports relating to my Account. I acknowledge the information provided by Edward Jones for such assets and liabilities is based solely upon information provided by me or third parties, and Edward Jones is not responsible for its completeness or accuracy. The reflection of such assets and liabilities on reports relating to my Account in no way represents an affirmation by Edward Jones that I in fact own such assets or have such liabilities.

I understand that Edward Jones may, but is under no obligation to, consider assets and liabilities not held with Edward Jones when providing recommendations to me.

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

As designated by me, Edward Jones will automatically

purchase, sell, or exchange certain securities on a periodic basis. These systematic transaction programs include: (1) automatic dividend reinvestments ("Dividend Reinvestment Program"); (2) automatic distribution cross-reinvestments ("Cross-Reinvestment Program"); (3) periodic transactions of certain mutual funds ("Systematic Mutual Fund Program"); and (4) periodic transactions of certain equity securities ("Dollar Cost Averaging Program"). I authorize Edward Jones to act as my agent with respect to any securities I designate pursuant to a systematic transaction program in which I enroll following my oral or written instruction. Participation in a systematic transaction program is voluntary and I may modify or discontinue my participation at any time. Only certain securities, as determined by Edward Jones, are eligible for participation. I understand participation in a systematic transaction program does not ensure profits on my investments or protect against losses in declining markets and that Edward Jones is not recommending the purchase or sale of any security by designating it as eligible for participation in a systematic transaction program.

*Dividend Reinvestment Program.* If I participate in the Dividend Reinvestment Program, all dividends or distributions paid on eligible securities I have selected will automatically be reinvested into shares of the same security. Edward Jones will purchase shares of the reinvestment security in the open market and the price I will pay will be the weighted average price paid by Edward Jones in any such market transaction(s). Generally, reinvestment purchases will be made in advance of and credited to my Account on the distribution payment date. In the event the distribution payment amount on an owned security is not known in advance, the purchase and reinvestment will be made as soon thereafter as the amount of the distribution payment can be calculated with certainty, including any necessary currency conversions. If a company offers its shareholders an option to receive their dividend in company stock, known as a scrip dividend, we will use your cash or reinvest election as the basis for allocating your dividend payments. If you elect or have elected company stock and the company suspends or cancels its company stock option, we will continue your accumulation of shares, by reinvesting your dividends through Edward Jones' Dividend Reinvestment Program. If the company subsequently reinstates their company stock option and you are reinvesting, your dividends will be paid in shares in accordance with the company's scrip dividend program.

*Cross-Reinvestment Program.* If I participate in the Cross-Reinvestment Program, distributions from eligible mutual funds in my Account that I select may be automatically reinvested into shares of certain eligible mutual funds of my choosing ("cross-reinvestment security") for which I have received a current prospectus. Generally on the same business day as the distribution payment, Edward Jones will invest the funds received on

my behalf into shares of the cross-reinvestment security, which will settle on the following business day. The price paid for such cross-reinvestment security will be the public offering price of the security as determined in its prospectus. The cross-reinvestment of distributions from one mutual fund to another mutual fund are generally only permitted among affiliated funds and may otherwise be limited by the terms of the funds' prospectuses.

*Systematic Mutual Fund Program.* If I participate in the Systematic Mutual Fund Program, Edward Jones will periodically purchase, sell or exchange shares of my existing eligible mutual funds held in my Account. As described in the applicable prospectus, purchases will be made at the public offering price and sales or exchanges executed at the net asset value. These transactions will be executed automatically on a monthly, quarterly, semi-annual or annual basis, as I may choose and at the dollar amount I specify for such transactions.

*Dollar Cost Averaging Program.* If I participate in the Dollar Cost Averaging Program, Edward Jones will periodically purchase or sell shares of eligible securities on a monthly basis. The price per share will be the weighted average price per share of all related trade(s). A separately signed form may be required for participation in the Dollar Cost Averaging Program.

*Confirmations.* All systematic transactions will be confirmed on my periodic Account statement. I will not receive separate immediate confirmations for these transactions. I understand details of any transaction will be provided to me by Edward Jones upon my written request.

*Fees.* For transactions in mutual funds under the Cross-Reinvestment and Systematic Mutual Fund Programs, compensation received by Edward Jones is only that which is set forth in the applicable prospectus. Fees for the Dividend Reinvestment and Dollar Cost Averaging Programs are described in the Edward Jones Select Retirement Account Schedule of Fees.

*Fractional Shares.* Systematic transactions may result in me owning interests in fractional shares of securities. I remain entitled to receive dividend and distribution payments proportionate to my fractional shares in such holdings. In certain instances my fractional shares may be liquidated by Edward Jones at the prevailing market price. I understand that liquidation of "orphaned fractional shares" will be confirmed on my periodic statements and that I will not receive separate immediate confirmations for these transactions. Orphaned fractional shares are fractional shares that I: (1) cannot transfer from Edward Jones if I initiate the transfer out of my account or (2) received from a pending dividend reinvestment program transaction after I liquidated my whole shares. I understand that orphaned fractional shares will be liquidated in a principal capacity.

## 14. Grouping Accounts.

(a) *Grouping My Account for Planning Purposes and*

*Information Sharing.* I may direct Edward Jones to group my Account with accounts owned by me or others for the purpose of sharing financial and nonpublic personal information, planning for financial goals or investing. By grouping my Account with other accounts, I hereby consent to information about me and my Account being shared with and accessible by each owner and authorized party of the grouped accounts as well as individuals I have indicated I am planning with. For any new account added to an existing group, information associated with the newly added account may be shared and accessible by each owner and authorized party within that group. I may revoke the grouping of my Account by contacting my Edward Jones branch.

(b) *Delivery of Account-Related Documents.* For delivery purposes, I may direct Edward Jones to group my Account with other accounts that share my address of record, and in so doing hereby consent to my Account documents being included with materials of other accounts and mailed to that address. If I have previously grouped accounts for delivery purposes, my Account shall be added unless I direct Edward Jones otherwise. Edward Jones maintains the right to send my Account documents directly to me. I can remove my Account from a planning or delivery grouping at any time by notifying Edward Jones.

15. **Governing Law.** Except to the extent preempted by federal law, this Agreement, its validity, effect, construction, administration and application, and the parties' respective rights and duties, shall be governed by the laws of the State of Missouri without giving effect to any choice of law or conflict-of-laws provisions. Any property rights created or associated with any account that is established under this Agreement, including rights of spouses, as well as the rights of their legal and personal representatives, heirs, distributees and successors, shall be governed by the laws of the State of Missouri, regardless of any party's residency or domicile and without regard to the community property laws of any state.

## 16. Arbitration Agreement.

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

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 Edward Jones' predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the FINRA Code of Arbitration Procedure rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

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

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

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