

Edward Jones Trust Company Managing Agency Account Agreement

Terms and Conditions

This Agreement is incorporated into and is part of the Managing Agency Account Authorization and Agreement Form (collectively "the Agreement") signed by one or more persons or entities (collectively "the Client," "me," "my," "I," "we" or "our") and constitutes a binding contract between Edward Jones Trust Company ("EJTC") and me. I represent that I have read and understand the Agreement and agree to be bound by its terms as well as the separate disclosures and notices referenced in and/or provided with this Agreement.

I. Client Representations and Agreements

- a. Client Representation and Warranties.** I am a natural person of legal age with the ability to enter into this Agreement or the representative of an entity with the authority to enter into this Agreement. The information I have provided to EJTC in connection with my account(s) is current, accurate, truthful and complete. Unless I have notified EJTC 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 EJTC 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 EJTC with truthful information to allow EJTC to identify me and will supply additional information reasonably requested by EJTC. I (in my individual or representative capacity) authorize EJTC 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. EJTC 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 EJTC obtained any consumer credit reports.
- c. Beneficial Owner and Authority to Act.** No persons other than those I have identified to EJTC in connection with the opening of this account have an interest in the account. No persons other than those signing this Agreement are authorized to act on behalf of this account unless a separate trading authorization or power of attorney has been provided to and accepted by EJTC. I will not assign or otherwise encumber assets held in my account as security for any obligation, other than as provided in this Agreement or pursuant to a separate agreement signed by all parties to and referencing this Agreement.
- d. Restricted Securities.** It is my obligation to ensure that any transaction I direct complies with all applicable laws

and regulations. I agree to notify EJTC if my account contains restricted or encumbered securities and understand that transactions involving restricted securities may take longer to process than transactions involving freely tradable and/or unrestricted securities. I agree that EJTC will have no responsibility for any losses I may incur due to such processing delays.

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

II. Type of Account

- a. Discretionary Investment Management Account.** EJTC shall have full authority and power to invest and reinvest my account in any property that EJTC may select in its discretion, that is obtainable in its regular course of business, and that is in accordance with Missouri law. Except as otherwise provided in this Agreement, EJTC shall have full authority and power to manage and control the assets of my account in its sole discretion. Notwithstanding the foregoing, I retain the authority and power to direct EJTC to purchase, reinvest, retain or sell assets within my account, and EJTC shall have no duty to question such instructions and shall not be liable to me, or my Successors, as defined below, for following such instructions. I appoint EJTC as attorney-in-fact to execute proxies for the exercise of voting rights pertaining to any shares of stock held in my account, unless otherwise directed by me in written instructions.

I may request EJTC to pay certain bills or charges using assets of the account or to provide other services in connection with the assets held in the account. I authorize EJTC to contact the respective billing company and request that future bills be forwarded directly to EJTC for payment. EJTC shall not be liable for any late payment charges if it was not provided information or instructions

within a commercially reasonable time prior to paying such bills. EJTC may continue to make payments for such bills with funds from the account during the duration of this Agreement unless otherwise notified by me.

b. Joint and Tenants in Common Accounts. If this account is owned by more than one person, it is agreed it shall be deemed to be held jointly as tenants in common, unless we specify in the opening or registration otherwise. If this is a joint account, EJTC is authorized to follow the instructions of any owner of this account. Each owner has authority to instruct EJTC, without notice to the other account owner(s) to: (i) buy and sell securities (including short sales) and otherwise deal in securities or other financial instruments; (ii) incur a debt in the account (if separate approval for loan transactions has been obtained); (iii) receive on behalf of the account confirmations, statements and communications of every kind; (iv) receive and to dispose of money, securities and other property on behalf of the account, including withdrawing all or any part of the account funds; (v) make, terminate or modify agreements relating to these matters or waive any of the provisions relating to these matters or such agreements; and (vi) generally deal with EJTC as if each owner alone were the account owner. Each account owner agrees to be jointly and severally liable for obligations of the account. EJTC shall be under no obligation to inquire into the purpose of any account owner's direction or demand for delivery of securities or payment of monies.

If this account is held jointly as tenants with rights of survivorship (JT WROS), unless otherwise required by law, upon the death of one account owner, all assets in the account on the date of the owner's death vest in and belong to the surviving owner as his or her separate property and estate.

To the extent our state(s) of domicile require(s) additional documentation for the account ownership designation we have selected, we acknowledge the responsibility for obtaining adequate documentation rests with us. We have not relied upon any advice from EJTC or its agents in selecting the account designation and hereby hold EJTC and its agents harmless from any liability relating to or resulting from our selection of the form of joint ownership, or provision of documentation required for such designation and/or EJTC's distribution of assets in accordance with that designation.

- Direction from Joint Account Owners.* EJTC in its sole discretion may require direction, written or otherwise, from all joint owners before taking any action requested by an owner.
- Dispute among Joint Account Owners.* If there is a dispute between or conflicting instructions from joint account owners or any Successor as defined below, EJTC may (but is not required to) place restrictions on the account until it receives satisfactory documentation

that the dispute has been resolved or joint instructions from the owners of this account. Any notice EJTC sends to one joint account holder shall be deemed notice to all joint account holders. In the event of a dispute among joint account owners and/or any Successor as defined below, EJTC may, in its sole discretion, file an interpleader or other similar action. The costs of such action, including attorney fees, shall be paid by me from this account.

c. Fiduciary/Organization Account. If I am acting in a fiduciary capacity (such as a trustee, a personal representative, an agent under a power of attorney, a conservator, or a guardian) or if I represent a corporation, partnership, or other entity, I represent that I have the full power and authority to negotiate the terms of this account, including fees, and to execute this agreement. I also represent that the investments contemplated for this account are authorized under the applicable organizing documents, plan, trust, and/or applicable law, and I will advise EJTC of any investment restrictions affecting the account. I understand that EJTC has no obligation to investigate, review, or question my actions or inactions in connection with this account and is not responsible for determining whether such actions or inactions meet any applicable standard of care applicable to a fiduciary or any such entity. I agree to hold EJTC, its officers, directors, employees, agents and affiliates harmless from any liability, claim or expense (including attorneys' fees and disbursements), as incurred, for my actions or non-actions related to this account. I agree to immediately advise EJTC of any event affecting my authority to act in connection with this account.

If I am acting jointly as a fiduciary (e.g., a co-trustee, co-personal representative, co-agent under a durable power or attorney, co-conservator, or co-guardian), I acknowledge that all joint fiduciaries must execute this Agreement and must unanimously agree to any instructions given to EJTC, unless we specify otherwise in writing in a form and manner acceptable to EJTC. If there is a dispute among joint fiduciaries, EJTC may, in its sole discretion, place restrictions on the account until it receives satisfactory documentation that the dispute has been resolved or file an interpleader or other similar action, with the costs of such action, including attorney fees, to be paid from this account.

III. Terms of Account Maintenance

a. Fees, Expenses and Taxes. I authorize EJTC to retain payment from my account for its services under this Agreement in accordance with its Schedule of Fees as published from time to time and as in effect at the time such compensation becomes payable, as well as any administrative fees, expenses, or taxes. Certain minimum fees as provided in the EJTC Schedule of Fees may be charged against the account upon termination. EJTC's Schedule of Fees can be found on EJTC's website at www.edwardjones.com/EJTC/disclosures.

- b. Instructions.** I agree that EJTC, in its sole discretion, may require my written instructions (excluding email and other electronic media) before making any distributions from the account or taking any other account-related actions and that EJTC shall have no liability to me for any costs, expenses or loss incurred as a result of this requirement. Notwithstanding the foregoing, EJTC, in its sole discretion, may accept my oral instructions or written instructions from my email or other electronic media. I agree that EJTC may at any time, in its sole discretion, restrict trading, disbursements, deposits or transfers, or refuse to take an action in my account.
- c. Form of Account Ownership and Distribution of Account Assets.** EJTC is instructed to maintain the account in the form of ownership and survivorship I have indicated on the Managing Agency Account Authorization and Agreement Form. Such action may result in a different distribution of the assets in the account upon the death of the owners than would be prescribed by the law of intestacy. My signature on the Managing Agency Account Authorization and Agreement Form acknowledges my understanding of and intention to make such a designation. This selection is legally binding upon the survivorship rights of the owners of this account.
- d. Death of an Account Owner.** In the event of the death of any account owner, the Successors, as defined below, to the account owner shall immediately give EJTC written notice of the death of any of the owners. The estate of any or each deceased account owner, as well as each surviving account owner, shall be liable, jointly and severally, to EJTC for any debt or loss in this account resulting from the completion of transactions initiated prior to EJTC's receipt of such a written notice of death, incurred in the liquidation of the account, or taxes or other expenses becoming a lien or charge against the account as the result of the death of any owner (or through the exercise by his or her estate or other representatives of any rights in the account). This provision shall not release the decedent's estate from any liability provided for in this Agreement. EJTC may, before or after receiving written notice of the death of an account owner, initiate proceedings, require documents, liquidate or retain assets, and/or restrict transactions in the account as it may deem advisable to protect EJTC against any tax, liability, penalty or loss under any present or future laws, regulations or business practices.
- e. Account Statements.** EJTC will provide periodic statements of my account, reporting holdings and transactions. EJTC reserves the right to withhold posting credit to my account or paying me dividends, interest or other payments until such time as payment has been received by EJTC.
- f. Assets Held Elsewhere.** Upon my request, EJTC may, in its discretion, permit information concerning real or personal property not held in custody by EJTC to be reflected on certain reports of my account. I acknowledge the information provided by EJTC for any such property is based solely

upon information provided by me or third parties, and EJTC is not responsible for its completeness or accuracy. The reflection of such property on my statement in no way represents an affirmation by EJTC that I in fact own such property or that EJTC has any management duties under this agreement regarding such property.

- g. Ratification.** I agree that I shall have ratified and be bound by information contained on statements or electronic funds transfers unless I object to such information in writing to EJTC at 12555 Manchester Road, St. Louis, MO 63131 within thirty (30) days of a statement or sixty (60) days of an electronic funds transfer. All dates are to be measured from mailing or other transmission to me at my address of record, including any electronic address designated by me as acceptable for delivery of such information for the account. Communications sent to my address of record, or sent to the electronic address I have designated for receipt of such communication, shall be deemed to have been personally delivered to me, and EJTC shall have no responsibility for my failure to receive such communication.
- h. Use of Electronic Systems and Third-party Data.** Use of any electronic systems to access my account information is at my sole risk. Neither EJTC 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. EJTC does not make any warranty as to the accuracy of information obtained from any of these systems. EJTC will not be liable in any way to me or to any other person for any loss or damage arising from failure, inaccuracy, error or delay in transmission or delivery or omission of any data, information or message; or nonperformance, interruption in data due to neglect or omission by it or any Service Provider or any "Force Majeure" event, as defined below. EJTC 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 EJTC has selected. I understand and agree that EJTC has no liability to me for errors, delay, omissions in or interruption of such data.
- i. Tax or Legal Information.** While providing its services under this Agreement, EJTC 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 or attorney for such advice.
- j. Conditions Beyond EJTC's Control ("Force Majeure").** I agree not to hold EJTC 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 EJTC.

IV. Other Important Contract Terms

a. Amendments and Modifications to Agreement.

I acknowledge this Agreement, as amended from time to time, constitutes the full and entire understanding between the parties. I agree that EJTC may amend terms and conditions or services related to this account at any time, including fees and charges for this account. EJTC will notify me of material changes by mail or email, by posting material changes online or by any other means permitted by law, including a notification on my statement directing me to the EJTC website to review details of a change. Any use of this account after the effective date of any amendment will constitute my acceptance of such amendment.

b. Binding Effect, Death, Incapacity, Disability and 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 EJTC, including, but not limited to, the terms relating to arbitration. I agree that in the event of my death, incapacity or disability, I and/or my Successors hold EJTC harmless from any and all liability it may incur for continuing to operate as though I were alive and competent until EJTC is notified in writing by Successors of such death or incapacity. Notwithstanding the foregoing, in the event of my death, incapacity or disability, EJTC may liquidate or retain assets, or restrict or terminate services to my account, without prior notice to or demand upon my Successors. If EJTC believes that I may have become incapacitated, EJTC may request a writing in a form and manner acceptable to EJTC from a physician in good standing that certifies my ability to conduct my financial affairs before acting on any of my instructions.

c. Assignability. This Agreement shall inure to the benefit of EJTC's assigns and successors by merger, consolidation or otherwise. EJTC may assign this Agreement with my consent, which consent shall be deemed to be given by me if I do not object within 30 days of receiving notice of such assignment by EJTC. EJTC may transfer my accounts to any such successors and assigns. Any transfer or assignment by EJTC shall terminate any and all liability or responsibility EJTC may have under this Agreement.

d. Security Interest. EJTC shall have a general lien on all assets I may have in any EJTC accounts, either singly or in which I have a beneficial interest, and may without notice to me or any co-owners liquidate or transfer any such assets in order to satisfy any indebtedness I may have to EJTC or to relieve EJTC of any risk of a deficit existing in any of my accounts. I shall be liable for any remaining deficiency in any of my accounts.

e. Termination of Account. Either EJTC or I may terminate the account (including multiple owner accounts) for any reason at any time. I understand that EJTC may require

written confirmation (excluding email and other electronic media) of my direction to terminate the account and that certain minimum fees as provided in the EJTC Schedule of Fees may be charged against the account. Upon termination EJTC, in its sole discretion, may transfer assets to me in kind or liquidate all holdings within said account(s) and mail me a check for any proceeds, less any fees or other obligations owed to EJTC.

f. Notices and Disclosures. Any notices may be (a) mailed first class or sent by commercial express courier service to me at the last address set forth in EJTC's records, and to EJTC at 12555 Manchester Road, St. Louis, MO 63131; (b) sent by email to me at the last email address set forth in EJTC's records; (c) personally delivered to me; or (d) posted on EJTC's public website if allowed by applicable law. Any such notice mailed (i) to me shall be effective when mailed, and (ii) to EJTC shall be effective when actually received. Notice sent by email is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to EJTC's website is effective on the date posted. EJTC may, in its sole discretion and to the extent permitted by applicable law, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of EJTC 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 EJTC or at www.edwardjones.com/EJTC/disclosures.

g. Indemnification. I agree to indemnify and hold EJTC harmless from any causes of action, claims, expenses or liabilities that might be asserted by me or any third party against EJTC by reason of my actions or omissions related to this Agreement.

h. EJTC's Conduct Not to Constitute Waiver. EJTC's 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 EJTC's part shall not constitute or be considered a waiver by EJTC of any of its rights hereunder.

i. Governing Law. Except to the extent preempted by federal law, I agree that this Agreement and all amendments to this Agreement, their validity, effect, construction, administration and application, and the parties' respective rights and duties, shall be governed by the laws of the State of Missouri without giving effect to any contrary choice of law or conflict of laws provisions.

j. 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.

k. Affiliates and Related Entities. I acknowledge that EJTC is a subsidiary of The Jones Financial Companies, L.L.P., and I authorize EJTC to engage the services of any Jones Financial subsidiary or affiliate, including but not limited to Edward D. Jones & Co., L.P. I specifically authorize

EJTC to (1) engage the services of any affiliate to execute brokerage transactions or to provide other services with respect to my account and to pay for such services from account assets, with such payments to be in addition to any fee charged by EJTC; (2) invest my account assets in any financial instrument or investment vehicle sold, managed, advised or currently distributed, underwritten or issued by any affiliate; and (3) engage in transactions on behalf of my account with an affiliate where the affiliate is acting as principal for its own account, without any prior notice to, or additional consent from, me or the beneficiaries of my account. EJTC shall be under no duty and shall not be liable to me or my Successors for failure to buy, sell or engage in any transaction directly or indirectly involving securities concerning which EJTC or any of its affiliates, in their corporate capacity or otherwise, may have acquired any information which has not been disclosed to the public.

V. Arbitration Agreement

- a. **This Agreement contains a pre-dispute arbitration clause. 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 EJTC, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Agreement, or to the breach thereof,

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

To the extent permitted by law, the exclusive jurisdiction for any such controversy that is not arbitrable under this 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.

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