

Edward Jones Branch Office Financial Planning Services Agreement

This Edward Jones Branch Office Financial Planning Services Agreement (the "Agreement") signed by me (collectively, the "Client," "me," "my" or "I") constitutes a binding contract between me and Edward D. Jones & Co., L.P. ("Edward Jones") with respect to the financial planning services described herein ("Branch Office Financial Planning Services") and is for the limited purposes of providing the Branch Office Financial Planning Services. I am a natural person of legal age with the ability to enter into this Agreement. I acknowledge that I can read and understand the English language. I understand some Edward Jones financial advisors ("Financial Advisors") are part of a team, and in such cases, other Financial Advisors and other licensed professionals that are part of my Financial Advisor's team, including branch office licensed professionals and/or home office licensed professionals such as Wealth Strategists, may act on my Financial Advisor's behalf from time to time in providing Branch Office Financial Planning Services to me and references to my "Financial Advisor" in this Agreement include my Financial Advisor's team.

This Agreement sets forth the terms and conditions under which Edward Jones will provide Branch Office Financial Planning Services to me. I represent that I have read and understand this Agreement and agree to be bound by its terms and conditions, as well as those set forth in the separate disclosures and notices referenced in and/or provided with this Agreement, including, but not limited to, as applicable, the Edward Jones Branch Office Financial Planning Services Brochure (the "Brochure"). Further, to the extent I execute on any of the recommendations made as a result of the Branch Office Financial Planning Services agreed to herein, I agree to be bound by the terms and conditions set forth in those separate account agreements, disclosures and notices. I understand some Edward Jones financial advisors ("Financial Advisors") are part of a team, including branch office licensed professionals and/or home office licensed professionals such as Wealth Strategists, and in such cases, other Financial Advisors and other licensed professionals that are part of my Financial Advisor's team may act on my Financial Advisor's behalf from time to time in providing Branch Office Financial Planning Services to me and references to my "Financial Advisor" in this Agreement include my Financial Advisor's team.

1. The Branch Office Financial Planning Services

- (a) **Eligibility.** Edward Jones currently offers two types of the Branch Office Financial Planning Services as a registered investment adviser through its Financial Advisors: (1) Point in Time Financial Planning; and (2) Ongoing Financial Planning. I understand that each type has different availability and eligibility requirements and further understand that if both services are available to me and I am eligible for both I need to elect the type of service I want when completing the Edward Jones Financial Planning Services Authorization and Agreement Form ("Authorization and Agreement Form"). I understand I must meet the eligibility requirements as described in the Brochure to obtain my chosen service.
- (b) **The Financial Plan and My Responsibilities.** Once enrolled in the Branch Office Financial Planning Services, I will receive a financial plan ("Financial Plan") that considers and utilizes information and documentation that I am asked to provide relating to my financial situation, investment objectives, goals, time horizon, risk tolerance and other pertinent factors (collectively, my "Investment Profile"). Edward Jones and its Financial Advisors will rely on the information and documentation I provide in creating the Financial Plan(s) I receive and will not independently verify such information and documentation. I understand my responsibilities include providing the necessary, complete and accurate information to my Financial Advisor. I agree that all financial information and data furnished to my Financial Advisor (and/or members of my Financial Advisor's team) relating to my assets, liabilities and other information is current, true and correct as of the date provided and may be relied on by Edward Jones and its

Financial Advisors and other personnel for the purposes of providing the Branch Office Financial Planning Services. The Financial Plan(s) I receive generally will address, but will not necessarily be limited to, goal identification and prioritization, the estimated probability of reaching my identified goal(s), cash and income planning, portfolio and investment allocation, and risk and protection planning considerations, as well as other considerations. Depending on the complexity of my financial situation, the Financial Plan(s) I receive may also help me evaluate financial needs such as retirement income, college savings, wealth protection, employee benefits planning (e.g., equity compensation arrangements), and tax or estate-planning considerations.

I understand and agree that it is my sole responsibility to take action or otherwise implement any recommendations and/or advice in my Financial Plan(s) that I decide is right for me. I further understand and agree that it is important for me to monitor my personal situation and current events, such as changes in tax laws and financial markets and I will consult with my tax advisor on all tax-related matters and with my attorney on all legal matters before taking any action suggested in the Financial Plan(s).

- (c) **Delivery of the Financial Plan(s) and Duration of the Branch Office Financial Planning Services.**
- i. *Point in Time Financial Planning Service.*
- (A) If I elect to receive the Point in Time Financial Planning service and meet the eligibility requirements, my Financial Advisor will provide me with a completed Financial Plan at the conclusion of the Point in Time Financial Planning service. To obtain the completed Financial Plan, I must provide certain information

to my Financial Advisor and attend a meeting or meetings with my Financial Advisor to provide or verify any requested information and documentation. In some cases, I understand that I may be asked to provide or verify the information and documentation described above (under “The Financial Plan and My Responsibilities”) to my Financial Advisor before a completed Financial Plan is provided to me.

- (B) The completed Financial Plan is current as of the date specified on the report provided. Edward Jones and its Financial Advisors and other Edward Jones personnel will not monitor my Financial Plan, my progress toward an investment goal or update any financial planning analysis on an ongoing basis. In addition, I understand that as of the date the completed Financial Plan is provided to me, the Point in Time Financial Planning service will terminate.

ii. *Ongoing Financial Planning Service*

- (A) If I elect to receive the Ongoing Financial Planning service and meet the eligibility requirements, I will receive a completed Financial Plan and periodic updates to my Financial plan, which address, at a minimum, the following components: (1) goal planning, (2) cash and income planning, (3) portfolio and investment allocation, (4) risk and protection, and (5) estate and wealth transfer. My Financial Plan is based on one or more consultations with my Financial Advisor and the information and documentation I provide relating to my Investment Profile. In addition, I will receive an ongoing relationship with my Financial Advisor which enables me to consult with my Financial Advisor about my Financial Plan as needed and revise my Financial Plan as needed based on changes to my Investment Profile or other information I communicate to my Financial Advisor.
- (B) Each Financial Plan I receive, both initially and thereafter, is current as of the date it is provided to me. This means it is provided to me based on my needs as of the date set forth in the final version of each Financial Plan provided to me and based on information I have provided to my Financial Advisor. While I have ongoing access to my Financial Advisor to revisit my Financial Plan in exchange for the fees described below, Edward Jones, my Financial Advisor and other Edward Jones personnel will not continuously monitor my Financial Plan nor update my Financial Plan unless I direct it to be updated. Rather, my Financial Plan generally will be reviewed and updated annually, or at such time as I direct it to be updated, based on information I disclose to my Financial Advisor (and/or members of my Financial Advisor’s team), such as updates to my Investment Profile, progress toward my identified investment goals or changes to my goals, as well as updates to any financial planning analysis in my Financial Plan. While it is anticipated that I will receive an updated Financial Plan at least once per year, in limited instances at

my or my Financial Advisor’s request, the delivery date for an annual Financial Plan may be extended (a “Plan Delivery Extension”). Typically, a Plan Delivery Extension will not extend more than three (3) months into the next occurring annual period. For example, if I enrolled in Ongoing Financial Planning on January 1, 2025 and the first annual Financial Plan was originally due to be delivered to me by January 31, 2026 but subsequently becomes subject to a Plan Delivery Extension, my first Financial Plan may instead be delivered to me by April 30, 2026. In the event of a Plan Delivery Extension, my next annual Financial Plan typically will be delivered by the end of the same annual period (*i.e.*, using the foregoing example, my next annual plan typically will be delivered by January 31, 2027). The Annual Fee will continue to be charged to me as set forth in Section 2 of this Agreement regardless of the Plan Delivery Extension.

- (C) Upon my enrollment in the Ongoing Financial Planning service Edward Jones will provide written confirmation of my enrollment in the Ongoing Financial Planning service, the estimated renewal date for my Financial Plan (“Renewal Date”) and the annual fee (“Annual Fee”) I will pay for the service. Additionally, Edward Jones will provide me written notice of the Annual Fee prior to the Renewal Date. I understand and agree the Annual Fee will automatically renew and be charged to me on each Renewal Date unless: (1) I or Edward Jones terminate the service as set forth in Section 4 (Term and Termination) below; or (2) Edward Jones increases the Annual Fee as set forth in Section 2(b) below and I do not consent to the change as set forth in Section 2(b) below.

- (d) **Groupings.** In some cases, the Financial Plan(s) you receive through the Branch Office Financial Planning Services can address the combined needs of a group of individuals (a “Planning Group”), inclusive of my identified planning needs and the identified planning needs of the other members of the Planning Group. If I qualify for Branch Office Financial Planning Services at the Planning Group level and desire to obtain such services, I acknowledge that the other members of the Planning Group also must each elect for the same type of Branch Office Financial Planning Services and enter into this Agreement and, if I elect to participate in a Planning Group, I hereby consent to personal and financial information about me obtained or used for purposes of the Branch Office Financial Planning Services being shared with and accessible by each member of my Planning Group, my and their authorized persons, and my and their Financial Advisor(s). Additionally, if I have separately directed Edward Jones to group my Edward Jones accounts together with accounts owned by others for the sole purpose of sharing financial and nonpublic personal information in furtherance of planning for financial goals and/or investing (collectively, a “Relationship Group”), then

personal and financial information about me, including but not limited to information obtained or used for purposes of the Branch Office Financial Planning Services and my Financial Plans, will be shared with and accessible to each Relationship Group member and each authorized party of the grouped accounts. My Relationship Group may include more members and authorized parties than my Planning Group. I understand that the members and authorized parties of my Relationship Group will be reflected on the account statements I receive from Edward Jones or, if I do not have an account at Edward Jones, through separate correspondence I receive from Edward Jones.

I further acknowledge that if individuals are added to my Planning Group, I will be required to execute a new Authorization and Agreement Form along with the other members of my Planning Group. In addition, I acknowledge that if an individual in my Planning Group becomes incapacitated or is deceased, my Branch Office Financial Planning Services will continue unless and until I notify Edward Jones of my desire to terminate the services. In other circumstances where an individual in my Planning Group will no longer receive Branch Office Financial Planning Services, I understand I may be required to execute a new Authorization and Agreement Form in order to continue to receive the services.

- (e) **Implementation Considerations; Separate Investment Advisory and Brokerage Services.** The Financial Plan(s) I receive through the Branch Office Financial Planning Services may provide asset allocation guidance for a variety of account types at Edward Jones. Implementation of the asset allocation guidance and specific account and/or investment recommendations contained in the Financial Plan(s) I receive is not part of the Branch Office Financial Planning Services. I understand and agree that I should carefully consider all relevant factors before deciding how or whether to implement recommendations contained in the Financial Plan I receive. I am not obligated to use Edward Jones to implement my Financial Plan(s). I acknowledge that if I choose to implement some or all of the recommendations provided through the Financial Plan(s) through Edward Jones, Edward Jones will act as an investment adviser or broker-dealer depending on the products or services selected and that I will be subject to separate agreements, applicable charges, fees or expenses (please see the Form CRS Document or speak with a Financial Advisor for more information on these separate services). I am solely responsible for deciding whether to implement any of the recommendations for any account(s) contained in the completed Financial Plan(s). Additionally, the analysis in the Financial Plan(s) related to my asset(s) held outside of Edward Jones ("Outside Assets") is limited to general asset allocation guidance and does not include specific investment recommendations. Edward Jones and my Financial Advisor do not provide advice or specific investment recommendations on my Outside Assets.

2. Fees

The fees I pay for Branch Office Financial Planning Services are payable in advance and are described below:

(a) *Point in Time Financial Planning Service.*

Edward Jones does not charge a separate fee for the Point in Time Financial Planning service at this time, but reserves the right to do so in the future.

(b) *Ongoing Financial Planning Service.*

If I elect to receive the Ongoing Financial Planning service, I agree to pay Edward Jones an Annual Fee for the Ongoing Financial Planning service. The amount of the Annual Fee is set forth in the Authorization and Agreement Form I sign at the time of enrollment and will be billed to me. The Annual Fee for each successive annual period will be billed to me on or prior to each successive Renewal Date. I will receive written notice of a change in the Annual Fee prior to the Renewal Date. In the event the Annual Fee will increase, Edward Jones will either, at Edward Jones sole election, (1) notify me at least thirty (30) days in advance of the fee change pursuant to Section 9 below, after which date the Annual Fee increase will take effect, or (2) alternatively and in lieu of thirty (30) days' prior notice to me, require me to sign an amended Authorization and Agreement Form or other designated Edward Jones document provided to me wherein I must agree to the Annual Fee increase to continue to receive the Ongoing Financial Planning service.

Depending on when I enroll, different payment options may be available to me, including, but not necessarily limited to, paying in quarterly installments. My method of payment will be selected when I sign the Authorization and Agreement Form. If I elect to pay the Annual Fee in quarterly installments per annum, the fee must be deducted from an eligible account I hold at Edward Jones. If I chose to pay the fee from an eligible account I hold at Edward Jones, I authorize Edward Jones to debit the cash or money market fund balance in my eligible account for payment of such fees. If the account I designate for deduction of the fee does not contain sufficient cash or money market fund balances to pay the fees, I authorize Edward Jones to liquidate assets in the account in an amount necessary to satisfy the debit balance. I understand the liquidation of assets in the account may result in a taxable event for me.

If this Agreement is terminated by me or by Edward Jones, I understand that I am not entitled to a refund of any fees paid to Edward Jones in an annual period in which I have received a completed Financial Plan, inclusive of a Plan Delivery Extension if applicable. If I have not yet received a completed Financial Plan for the current annual period and I have paid some or all of my Annual Fee already, I may be entitled to a refund of the fees paid during the active planning year if my Financial Advisor has not completed at least three of the five components of my annual Financial Plan described in Section 1(c)(ii) above during the current annual period. The amount of such a refund will be at the discretion of Edward Jones during the current annual period. If my Financial Advisor has

completed at least three of the five components of my Annual Financial Plan described in Section 1(c)(ii), and my annual Financial Plan is not subject to a Plan Delivery Extension, I understand I will not be entitled to a refund of any amount of my Annual Fee already paid, but that I will not be billed for any remaining amount of my Annual Fee that is still due. If my annual Financial Plan is subject to a Plan Delivery Extension and I have not received a completed Financial Plan by the end of the Plan Delivery Extension period, regardless of whether at least three of the five components have been completed, Edward Jones will refund the amount of the Annual Fee I have paid during such annual period inclusive of the Plan Delivery Extension period.

3. No Legal or Tax Advice

While the Branch Office Financial Planning Services may take certain tax consequences under consideration, I understand that Edward Jones and my Financial Advisor do not provide tax or legal advice and I should consult with tax and/or legal advisors for such advice. I further understand that it is important for me to monitor my personal situation and current events, such as changes in tax laws and financial markets, and that I should consult with my tax advisor or CPA on all tax-related matters and with my attorney on all legal matters before taking any action suggested in the Financial Plan or financial planning analysis generally. If I share tax-related or estate planning-related information or documents with my Financial Advisor, such information or documents may be generally referenced in my Financial Plan, however, Edward Jones and my Financial Advisor do not undertake, and have no duty, to review, analyze and/or retain such information or documents on my behalf.

4. Term and Termination

(a) Point in Time Financial Planning.

- i. If I elect to receive the Point in Time Financial Planning service, this Agreement shall commence on the date I sign the Authorization and Agreement Form and shall terminate upon the delivery of the completed Financial Plan to me by my Financial Advisor. I understand that any additional work done by my Financial Advisor to implement any of the recommendations in my Financial Plan is not governed by this Agreement but is governed by the account agreements and disclosures applicable to my accounts.
- ii. In the event a completed Financial Plan is not delivered to me due to my failure to deliver information and documentation that I am asked to provide relating to my financial situation, the Point in Time Financial Planning service will terminate one hundred and eighty (180) days from the date of execution of this Agreement.
- iii. This Agreement can be terminated for any reason by Edward Jones by written notice to me or by me upon written notice to my Financial Advisor prior to the delivery of the Financial Plan. Termination shall not affect services performed prior to termination. If either party provides notice of termination to the other,

Edward Jones and my Financial Advisor will no longer provide the Point in Time Financial Planning service to me, including but not limited to the delivery of the Financial Plan to me.

(b) Ongoing Financial Planning and Automatic Renewal.

- i. If I elect to receive the Ongoing Financial Planning service, this Agreement shall commence on the date I sign the Authorization and Agreement Form and shall automatically renew each year on the Renewal Date until terminated pursuant to Section 4(b)(ii) or 4(b)(iii) below or the Annual Fee is increased and I do not consent to such increase as set forth in Section 2(b) above.
- ii. Termination Prior to the Delivery of the Initial Financial Plan. This Agreement can be terminated for any reason by Edward Jones upon written notice to me or by me upon written notice to my Financial Advisor prior to the delivery of the initial Financial Plan. Termination shall not affect services performed prior to termination. If either party provides notice of termination to the other, Edward Jones and my Financial Advisor will no longer provide the Ongoing Financial Planning service to me, including but not limited to the delivery of the Financial Plan to me. If such termination occurs after my payment of the initial Annual Fee, in whole or in part, for the Ongoing Financial Planning service and prior to the delivery of the Financial Plan to me, Edward Jones may refund to me the Annual Fee, or portion of the Annual Fee as outlined in Section 2(b) above.
- iii. Termination After Receipt of the Initial Financial Plan. After the delivery of the initial Financial Plan, this Agreement can be terminated for any reason by Edward Jones upon written notice to me prior to the next occurring Renewal Date or by me upon written notice to my Financial Advisor prior to the next occurring Renewal Date. Termination shall not affect services performed prior to termination. If either party provides notice of termination to the other as set forth in this sub-paragraph, Edward Jones and my Financial Advisor will no longer provide the Ongoing Financial Planning service. If I have paid the Annual Fee for the Renewal Date, in whole or in part, prior to the termination date, Edward Jones may refund the Annual Fee, or a portion thereof, that I paid for such Renewal Date as outlined in Section 2(b) above.

5. 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.

6. Notices

Any notices, disclosures or communications may be (a) mailed first class or sent by commercial express courier service to me at the last address in Edward Jones' records, and to Edward Jones

at 12555 Manchester Road, St. Louis, Missouri 63131; (b) sent by email to me at the last email address in Edward Jones' records; (c) sent by text message to me at the last phone number in Edward Jones' records; (d) personally delivered to me; or (e) posted on Edward Jones' public website if allowed by applicable law. Any such notice mailed (i) to me shall be effective when mailed, whether actually received or not; and (ii) to Edward Jones shall be effective when actually received. Notice sent by email or text message is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to Edward Jones' website is effective on the date posted. Edward Jones may, in its sole discretion and to the extent permitted by applicable law, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of Edward Jones that apply to the Branch Office Financial Planning Services. These disclosures and policies are subject to change without notice to me at any time and can be obtained from my Financial Advisor or on Edward Jones' website at edwardjones.com/disclosures.

7. Receipt of Form ADV

I acknowledge I have received and reviewed the Edward Jones Branch Office Financial Planning Services Form ADV Brochure.

8. Assignment

Edward Jones may not assign (as this term is defined under the Investment Advisers Act of 1940) this Agreement without my consent. I acknowledge that my consent can be given under a negative consent procedure, in which case I will receive written notice of a pending assignment from Edward Jones and will have thirty (30) days to provide Edward Jones with a written objection to the assignment.

9. Entire Agreement

I acknowledge that this Agreement, any supplement hereto, the Authorization and Agreement Form and the disclosures incorporated in the Financial Plan that I receive, as amended from time to time, constitute the full and entire understanding between the parties. 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 agree that Edward Jones may amend terms and conditions or services related to the Branch Office Financial Planning Services at any time, including fees and charges. 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 (or periodic performance report for discretionary accounts) directing me to the Edward Jones website to review details of a change. The effective date of the modification will be at least thirty (30) days from the date of notification or a later date specified by Edward Jones. If I do not give Edward Jones a written notice that I am objecting to the modification or change within thirty (30) days, my continued use of the Branch Office Financial Planning Services after the effective date of any amendment will constitute my acceptance and consent to such modification or change. In the event of an inconsistency or discrepancy between this Agreement and any other agreement or document, the following rules shall be used to resolve the inconsistency or

discrepancy: (a) if the inconsistency or discrepancy relates to the services provided under this Agreement, then the terms of this Agreement shall govern; or (b) if the inconsistency or discrepancy relates to a particular account type or additional service, then the terms of the agreement or document for that account type or service shall govern.

10. 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. Notwithstanding the foregoing, nothing contained in this section or elsewhere in this Agreement shall constitute a waiver by me of any of my legal rights under applicable federal or state law or any other laws whose applicability is not permitted to be contractually waived.

11. Conditions Beyond Edward Jones' Control ("Force Majeure")

I agree not to hold Edward Jones liable for any loss to me caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, epidemics and pandemics, government restrictions, interruptions of communications, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Edward Jones.

12. Use of Electronic Systems and Third-Party Data

Use of any electronic systems to access Branch Office Financial Planning Services information is at my sole risk. Neither Edward Jones nor its vendors providing data, information or other services, including, but not limited to, any exchange (collectively, "Service Providers"), warrant that the service will be uninterrupted, error-free or free from viruses or other harmful effects. Edward Jones does not make any warranty as to the accuracy of information obtained from any of these systems. Edward Jones will not be liable in any way to me or to any other person for any loss or damage arising from failure, inaccuracy, error or delay in transmission or delivery or omission of any data, information or message; or nonperformance, interruption in data due to neglect or omission by it or any Service Provider or any "Force Majeure" event, as defined above.

13. Conduct of Edward Jones Not a 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.

14. Privacy Notice

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 along with this Agreement.

15. Arbitration Agreement

(a) THIS AGREEMENT CONTAINS A BINDING PRE-DISPUTE ARBITRATION CLAUSE THAT MAY BE ENFORCED BY THE PARTIES.

By signing the associated Authorization and Agreement Form, I agree as follows:

1. All parties to this Agreement and any supplement thereto 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 twenty (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.

Except as otherwise expressly provided below, any controversy arising out of or relating to any of the Branch Office Financial Planning Services, 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 Edward Jones, including but not limited to 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: (1) the class certification is denied; (2) the class is decertified; or (3) 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.