

# **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," "the Client," "me," "my," "I," "you" or "your") and constitutes a binding contract between Edward Jones Trust Company (collectively, "EJTC," "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) to provide for my retirement and for the support of my beneficiaries after death.

I understand that EJTC is serving as Custodian of my Account and is not responsible for providing investment advice relating to my IRA. I have separately entered into a services agreement with Edward D. Jones & Co., L.P. ("Edward Jones"), a dually registered broker-dealer and investment adviser, to provide investment advice and/or brokerage services for my IRA.

EJTC 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 account. No other contributions will be accepted by Custodian.

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

## **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

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 EJTC in connection with this Account is current, accurate, truthful and complete. Unless I have notified EJTC or 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 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 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 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 EJTC. I will not assign or otherwise encumber assets held in this Account as security for any obligation.
- (d) *Language.* I acknowledge that I can read and understand the English language. I understand that this Agreement, and any other agreements I may have with you from time to time, as well as other documents, notices, and disclosures will be delivered to me in English, which shall be the controlling language. If any other communication, document, notice, disclosure, or material is provided to me in a language other than English, I agree that such information is being provided as a courtesy and is not binding between me and Edward Jones, and that the English language version is controlling.

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

EJTC 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, EJTC, this Agreement, and applicable law. I may make rollovers and transfers to my Account in amounts and at such time as may be permitted by the Code and Regulations, EJTC, this Agreement, and applicable law. My Employer or I, as applicable, shall designate whether each such deposit is a contribution, rollover, or transfer, and EJTC shall have no responsibility for whether such designation is correct or permissible. EJTC 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 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 EJTC, 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 EJTC to the contrary. EJTC may terminate contributions for any reason, including if EJTC is notified of my death. When the cumulative amount of contributions exceeds the IRS maximum allowable contribution limits for a given year, EJTC 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 EJTC. EJTC 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. EJTC shall not question any such directions, review any securities or other property held in my Account, or render advice to me with respect to the investment, retention, or disposition of any assets held in my Account. EJTC will not act as investment adviser to me.

Certain additional services are authorized by this Agreement and may be activated upon request, including, but not limited to, check writing, electronic transfers and electronic delivery of statements and/or other information ("Additional Services"). The availability of these Additional Services is subject to approval and may vary by account type or investment. Additional Services may be subject to separate terms and conditions and the applicable Schedule of Fees in effect from time to time, which are available at [edwardjones.com/disclosures](http://edwardjones.com/disclosures).

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.

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. 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 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).

#### 4. Delegation of Duties.

(a) *Delegation of Investment Responsibility.* Pursuant to a separate agreement, I have appointed Edward Jones as:

- (i) an investment adviser to act as my representative with authority to make investment decisions in my Account and direct EJTC with respect to the investment of assets in my Account; or
- (ii) an investment adviser or broker-dealer providing investment advice, but with no authority to make investment decisions with respect to the investment of assets in my Account.

I authorize and direct EJTC to take direction with respect to the investment of assets in my Account from Edward Jones, which either has been delegated discretionary authority regarding such investments, or is authorized to provide direction to EJTC. The authorization includes directions from Edward Jones to make disbursements from my Account to Edward Jones for fees I owe for services that I have separately authorized.

If I appoint Edward Jones as investment adviser, as provided for above, to the extent Edward Jones has investment authority over any securities in my Account, any references to me in Article VIII, Sections 3, 7(g) and 7(h) of this Agreement are also to Edward Jones. No other references in this Agreement to me shall include Edward Jones. I may revoke the authority of Edward Jones to act on my behalf at any time in accordance with my separate agreement with Edward Jones and will notify EJTC in a form and manner acceptable to EJTC. EJTC shall not be liable in any way for transactions

initiated prior to its receipt of such notice.

(b) *Delegation of Custodian's Duties.* I acknowledge that EJTC is a subsidiary of The Jones Financial Companies, L.L.L.P., and understand that EJTC may delegate some or all of its duties under this Agreement to a subsidiary or affiliate of The Jones Financial Companies, L.L.L.P., including Edward Jones. I acknowledge that the terms and conditions of this Agreement, and any separate services agreement, shall apply to my Account.

#### 5. 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 EJTC. Any beneficiary designation accepted by EJTC will be effective as of the date executed by me. EJTC may declare any beneficiary designation not received by EJTC 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 EJTC may treat such beneficiary as failing to survive me.

After my death, EJTC 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. EJTC 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 EJTC. If the deceased beneficiary has no designated successor beneficiaries, or no successor beneficiaries survive the deceased beneficiary, then EJTC 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.

## 6. Distributions.

(a) *Form of Distributions.* Distributions may be made in cash or, if permitted under policies and procedures established by EJTC, 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 on a form acceptable to EJTC, 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 EJTC. I shall be solely responsible to pay all taxes and penalties that may become due as a result of any such distribution. EJTC 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. EJTC 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, EJTC may, if requested by me, in a form and manner acceptable to EJTC, 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 EJTC 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). EJTC may choose to require my request to be submitted verbally or in writing.

## 7. Powers, Duties and Obligations of Edward Jones Trust Company.

(a) *Non-discretionary Services.* EJTC will provide custody services for certain securities and financial investments. These services will be limited to those offered by EJTC in its regular course of business and subject to such limits as EJTC may establish from time to time for Depositor's accounts. My Edward Jones financial advisor may utilize a professional designation. I understand that Edward Jones and EJTC are not affiliated with any of the sponsoring firms of such professional designations and that the use of attainment by my financial advisor of a particular professional designation in no way implies that EJTC, Edward Jones or my financial advisor provide financial planning services or investment advisory services for my Account. 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/](http://edwardjones.com/)

advisorybrochures to review the available financial planning documents.

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

(c) *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 non-performance, 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.

(d) *Proxies.* Unless instructed otherwise by me in writing, EJTC shall deliver to me all prospectuses and proxies that may come into EJTC's possession by reason of its holding of securities in my Account in accordance with the standards of the Securities and Exchange Commission and FINRA.

(e) *Records and Reports.* I understand that I will receive an Edward Jones brokerage statement that will serve as my custodial account statement and no other separate account statements will be provided. EJTC shall furnish me 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 EJTC 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 EJTC 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.

(f) *Right to Request Judicial Assistance.* EJTC 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 EJTC 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 8, of this Agreement. Any request by EJTC for judicial assistance shall not be considered a waiver of EJTC's right to arbitrate, as set forth in Article VIII, Section 17, of this Agreement.

(g) *Scope of Custodian's Duties.* It is my obligation to ensure that any transactions effected by me comply with all applicable laws and regulations. EJTC 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. EJTC shall not have any duty to question my directions regarding the purchase, reinvestment, diversification, retention or sale of assets credited to my Account.

(h) *Scope of Custodian's Liability.* EJTC shall not be liable for any loss of any kind that may result from any action taken by EJTC 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. EJTC 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. EJTC 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 EJTC need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate. I agree EJTC 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 EJTC (each a "Force Majeure" event). I shall indemnify and hold harmless EJTC from any liability that may arise hereunder except liability arising from the gross negligence or willful misconduct of EJTC.

## 8. Fees, Expenses and Taxes.

(a) *Fees of Edward Jones Trust Company.* I authorize EJTC 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. EJTC's Schedule of Fees for IRAs and information

concerning additional compensation EJTC may receive in connection with my Account can be found on EJTC's website at [edwardjones.com/EJTC/disclosures](http://edwardjones.com/EJTC/disclosures).

(b) *Expenses and Taxes.* All expenses incurred by EJTC in connection with the establishment and maintenance of my Account and its duties under this Agreement, the fees of attorneys and other persons providing services with respect to my assets in my Account, including fees owed to Edward Jones pursuant to a separate service agreement, 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, or the assets or income thereof shall be paid from my Account, unless otherwise paid by me in accordance with the policies and procedures established by EJTC, 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 EJTC, or if my Account does not contain adequate cash to cover such items or cover the cost of investment purchases in my Account assets in my Account is not sufficient, EJTC may liquidate without notice as much 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, EJTC shall charge me for such excess amounts.

9. **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 EJTC's records, and to EJTC at its principal place of business; (b) delivered by email to me or any beneficiary at the last email address set forth in EJTC's records; (c) sent by text message to me at the last phone number set forth in EJTC's records; (d) personally delivered to me or any beneficiary; or (e) posted on EJTC's public website and/or such website where EJTC 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 EJTC 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 EJTC's website is effective on the date posted. EJTC 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 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 my financial advisor or at [edwardjones.com/EJTC/disclosures](http://edwardjones.com/EJTC/disclosures).

10. **Termination.** This Agreement may be terminated by me at any time by notice to EJTC 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. EJTC 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 EJTC.

**11. Resignation.** EJTC 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 EJTC in writing of such appointment. EJTC 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 EJTC gives notice of its resignation, EJTC 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. EJTC may deduct the amount necessary to pay any outstanding fees, expenses and taxes with respect to my Account from such transfer or distribution. EJTC 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.

**12. Successor or Substitute Custodian.** If EJTC 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.

**13. Amendments.** EJTC 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 EJTC deems advisable. 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 EJTC in a form and manner acceptable to EJTC 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).

**14. Additional Agreement Provisions.**

(a) *Prohibited Transactions.* I, my spouse, and any beneficiary may not assign 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 EJTC or 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) *IRS Model Form.* This 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 EJTC 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. EJTC 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 EJTC and its affiliates from any losses, claims or damages, including court costs and reasonable attorney fees incurred by EJTC or its affiliates, as a result of or in connection with establishing or maintaining this IRA in the name of the minor.

(e) *Indemnification.* Except to the extent otherwise prohibited by law, 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.

(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 EJTC, 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 EJTC harmless from any and all liability EJTC may incur for continuing to operate as though I was alive and competent until EJTC is notified in writing by Successors of such death or incompetency. Notwithstanding the foregoing, in the event of my death, incompetency, or disability, EJTC may liquidate, restrict or terminate services to my Account without prior notice to or demand upon my Successors.

- (g) *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.
- (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.

## 15. Grouping Accounts.

- (a) *Grouping My Account for Planning Purposes and Information Sharing.* I may direct EJTC or its affiliates, including 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. 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 EJTC or its affiliates, including 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 EJTC or Edward Jones otherwise. EJTC and Edward Jones maintain 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 EJTC or Edward Jones.

## 16. Governing Law.

Except to the extent preempted by federal law, this Agreement, and any 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 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.

## 17. 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 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 EJTC's predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the FINRA Code of Arbitration Procedure rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal

**statutes of limitations as though filed in court.  
Judgment upon any award rendered by the  
arbitrators may be entered in any court having  
jurisdiction thereof.**

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

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

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