

# Edward Jones Transitional Retirement Account Client Services Agreement

---

This Client Services Agreement is incorporated into and is part of the Account Authorization and Agreement Form (collectively, the “Services Agreement”) signed by one or more persons or entities (collectively, the “Client,” “me,” “my,” “I,” “we” or “our”) and constitutes a binding investment advisory contract between Edward D. Jones & Co., L.P. (“Edward Jones”) and me in order to establish Edward Jones transitional investment advisory services for my account (“Account”). I am a natural person of legal age with the ability to enter into this Services Agreement.

This Services Agreement sets forth the terms and conditions relating to my Edward Jones Transitional Retirement Account (“Transitional Retirement Account”). I represent that I have read and understand this Services Agreement and agree to be bound by its terms and conditions, as well as those set forth in the separate agreements, disclosures and notices referenced in and/or provided with this Services Agreement, including, as applicable, the Edward Jones Trust Company (“EJTC”) IRA Custodial Agreement and/or Edward Jones Retirement Account Agreement (collectively, “Account Agreement”), and the Edward Jones Transitional Retirement Account Brochure (the “Brochure”).

## 1. Edward Jones Transitional Retirement Account

I understand that I cannot purchase investments in my Account and may only sell investments transferred into my Account. Cash balances in my Account will be automatically swept into the Edward Jones Money Market Fund (the “Money Market Fund”). Please refer to the Brochure for more information about the Money Market Fund.

I may work with my financial advisor to establish a “Retirement Portfolio Objective.” My Retirement Portfolio Objective gives me and my financial advisor overall guidance on how to invest my retirement assets to achieve my personal goal. My portfolio objective for this Account (“Account Portfolio Objective”) will be the same as my Retirement Portfolio Objective. If I do not have a Retirement Portfolio Objective, then the Account Portfolio Objective will be preservation of principal, as explained in the Brochure. Edward Jones will have no authority to change my Account Portfolio Objective for this Account without my instruction. My Account Portfolio Objective for this Account will determine the recommended asset allocation and investment category ranges as explained in the Brochure.

## 2. Opening a Transitional Retirement Account

**Investment Policy Statement.** I understand and agree that Edward Jones and its financial advisors will not review, monitor, accept or adhere to an investment policy statement or similar document that was not prepared by Edward Jones. Adherence to any such investment policy statement is my responsibility.

**Initial Funding.** In order to establish a Transitional Retirement Account, I agree to transfer cash, marketable securities and/or other assets into my Account upon Edward Jones’ acceptance and approval of this Services Agreement. Edward Jones reserves the right to refuse any assets.

**Custody of Assets.** I agree to maintain custody of all assets in my Account at Edward Jones, located at 12555 Manchester Road, St. Louis, Missouri 63131. However, if I have entered into an IRA Custodial Agreement with EJTC, I agree to maintain custody of all assets at EJTC, located at 12555 Manchester Road, St. Louis, Missouri 63131. EJTC will employ Edward Jones as a sub-custodian subject to my EJTC IRA Custodial Agreement. My Account will be used to receive and credit assets for my Account and all dividends, capital gains and redemptions received on the assets of my Account.

## 3. Trading and Execution Services

**Trading.** I am responsible for all trading and investment decisions in my Account. Neither Edward Jones nor its financial advisors will have authority for any trading or investment decisions in my Account. Redemption fees or sales charges may be assessed upon the liquidation or redemption of securities. I understand that these fees and expenses may negatively affect my investment performance.

**Trade Execution.** I authorize and direct all transactions in my Account to be effected by or through Edward Jones. I understand that the direction by me to trade through Edward Jones may result in less advantageous execution, including greater spreads (the difference between the bid and the offer price) and less favorable net prices, than if an unaffiliated broker-dealer were to execute the transaction.

When Edward Jones is executing transactions for my Account, it is not acting as an investment adviser but solely as a broker-dealer. Edward Jones will arrange for delivery and payment in connection with the execution services rendered to me, and I authorize Edward Jones to act on my behalf in all other matters necessary or incidental to the handling of my Account.

Transactions in my Account will be made in accordance with the trading practices of Edward Jones as explained in the Brochure.

## 4. Tax and Risk

I understand that assets in my Account may be sold at my direction at various times, including, but not limited to, when my Account is funded, during the ongoing investment of my Account and, under certain circumstances, when my Account is terminated. I am responsible for any resulting tax liabilities, fees and charges. I confirm that I have had the opportunity to consult with a tax advisor and/or other qualified tax professionals before deciding to open a Transitional Retirement Account.

I understand that all investments involve risk and that investment performance and the value of my Account will fluctuate depending on factors that cannot be controlled by Edward Jones.

## 5. Employer-Sponsored Plans and Other Retirement Accounts

My Account is for: (a) a pension or other employee benefit plan governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is not a participant-directed plan; (b) a tax-qualified retirement plan (including a Keogh plan, an Edward Jones-sponsored Owner K® plan, or a “single owner 401(k)” plan where the only eligible plan participants are the business owner and/or his or her spouse) under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and not covered by ERISA; or (c) an Individual Retirement Account (“IRA”) under Section 408 or Section 4975 of the Code. If my Account is for a plan or IRA subject to ERISA, Edward Jones acknowledges that it is a “fiduciary” within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Services Agreement). Similarly, if my Account is for a plan or IRA not subject to ERISA, Edward Jones acknowledges that it is a “fiduciary” within the meaning of Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Services Agreement). Edward Jones shall not, by reason of this Services Agreement, be responsible for acting as a fiduciary with respect to the administration of the plan or IRA or otherwise provide administrative or trustee services.

I represent that the person executing this Services Agreement on behalf of a plan or IRA, as applicable: (a) is a “Named Fiduciary,” as that term is defined in ERISA, with respect to an ERISA plan and/or a person holding a position similar to that of a “Named Fiduciary” under a similar law with respect to a plan or IRA not covered by ERISA (each, a “Fiduciary”); (b) is authorized under provisions of the plan or IRA document (including any trust document related thereto) to enter into this Services Agreement and to retain Edward Jones to perform the services set forth in this Services Agreement; (c) is not prohibited from acting as a Fiduciary with respect to the plan or IRA; and (d) is independent of and unrelated to Edward Jones, its affiliates and my financial advisor. The Fiduciary and I acknowledge that it is our responsibility to review the plan or IRA documents and the laws and regulations applicable to the plan or IRA and its operation to determine that the arrangements contemplated by this Services Agreement (including my Retirement Portfolio Objective) are suitable for the plan or IRA and are both permissible and consistent with the terms of the plan or IRA documents and applicable law.

I will promptly furnish to Edward Jones any amendments to the plan or IRA, and I agree that if any amendment affects the rights or obligations of Edward Jones, the amendment will not be binding on Edward Jones unless agreed to by Edward Jones in writing. The Fiduciary and I agree to immediately notify Edward Jones of any changes to any actuarial assumptions, funding status or liquidity needs (including any impending or upcoming

distributions to be made from my Account). If my Account does not contain all of the assets of a plan or IRA, I understand that Edward Jones will have no responsibility for the diversification of investments, and that Edward Jones will have no duty, responsibility or liability for assets that are not in my Account. I agree to obtain and maintain any required ERISA bonding for my Account and to include coverage for Edward Jones, its affiliates, and their respective officers, directors and employees under such bond to the extent required by ERISA.

The Fiduciary and I represent and warrant that (a) the Fiduciary and I (1) are knowledgeable with respect to administration and funding matters related to the plan or IRA, (2) are able to make informed decisions regarding the services to be provided under this Services Agreement, and (3) have considered the fees to be paid by the plan or IRA in relation to the level of services to be provided; (b) to the extent required by ERISA, the services will be used for the exclusive benefit of the plan and its participants or IRA owner and will not inure to the benefit of any other party; (c) should any fee payments hereunder be made from the assets of the plan or IRA, the Fiduciary shall have determined that such payments constitute proper expenses payable by the plan or IRA in accordance with the terms of the plan or IRA, the Code and, if applicable, ERISA; and (d) the Fiduciary, based on the disclosures contained in this Services Agreement (including the disclosures in the Brochure and the applicable Account Agreements), (1) has determined that the arrangement for services and any fees payable to Edward Jones are reasonable, and the services to be provided by Edward Jones hereunder are appropriate and helpful to the plan or IRA, and (2) based upon the documents mentioned above, has received all necessary disclosures regarding such fees as required by, and in accordance with, regulations promulgated under Section 408(b)(2) of ERISA, if applicable.

The Fiduciary agrees that Account assets may be invested in shares of the Money Market Fund, which is managed or advised, for a fee, by an affiliate of Edward Jones. The Fiduciary confirms that the Fiduciary has received a prospectus for the Money Market Fund that includes a summary of all fees that may be paid by the Money Market Fund, whether to third parties or to Edward Jones or its affiliates. Edward Jones has advised the Fiduciary that the Money Market Fund is an appropriate investment for my Account because of its investment objective and liquidity, and any assets of my Account may be invested in the Money Market Fund. On the basis of the foregoing, the Fiduciary approves the purchase and redemption of shares of the Money Market Fund in my Account, and the payment of fees to an affiliate of Edward Jones by the Money Market Fund that are incidental to such investments therein as described in the prospectus.

## 6. Services Provided by Edward Jones

Edward Jones provides the following services for my Transitional Retirement Account in addition to other services described elsewhere in this Services Agreement.

**Financial Advisor Consultations.** I understand that my financial advisor or an Edward Jones associate will be reasonably available to discuss my Account as well as my financial situation,

investment objectives, risk tolerance and/or restrictions in connection with my Account during normal business hours.

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

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

**Trade Confirmations.** Edward Jones will provide me with trade confirmations for each transaction in my Account as provided for under applicable law.

## 7. Transitional Retirement Account Fees

I acknowledge that Edward Jones does not charge a program fee in the Transitional Retirement Account and will not charge a commission or markup for sell trades placed in my Account.

However, I may incur other fees and expenses, including mutual fund redemption fees and contingent deferred sales charges, as explained in the Brochure.

## 8. Proxies and Ownership of Securities

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

I will have direct ownership of all assets held in my Account, including the right to (a) withdraw securities or cash from my Account; (b) vote any and all proxies for securities held in my Account; and (c) proceed directly against the issuer of any security held in my Account without being obligated to join any other person receiving services pursuant to, or otherwise involved with, my Account as a condition precedent to initiating any such proceeding.

## 9. Legal Notices

Edward Jones will not take any action and will not render any advice regarding any legal action on my behalf relating to assets (including shares of the Money Market Fund) held in my Account that may become subject to any legal action, regulatory action, administrative action, class action lawsuit and/or bankruptcy. However, Edward Jones will promptly forward to me any such documents received.

## 10. Acceptance, Assignment and Termination

Edward Jones may refuse to accept any account for any reason.

I acknowledge that my Account will not become active, trading cannot begin, and Edward Jones will not begin providing advisory

services to me until (a) acceptance and approval of this Services Agreement by Edward Jones, and (b) funding of my Account.

My Account may only hold assets for sixty (60) consecutive days from the date of initial funding. After all assets are removed, if new assets are deposited into my Account at a later date, then they must be removed within sixty (60) days of such subsequent funding.

Edward Jones may not assign (as this term is defined under the Investment Advisers Act of 1940) this Services 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.

This Services Agreement can be terminated by Edward Jones or me at any time. Termination shall not affect transactions initiated or services performed prior to termination. If either party provides notice of termination, Edward Jones will no longer act as an investment adviser and will not be obligated to recommend any action with regard to the assets in my Account.

If either party provides notice of termination of this Services Agreement, I will provide Edward Jones with instructions regarding the securities in my Account as explained in the Brochure. If I fail to provide such instructions, Edward Jones may liquidate and distribute the assets in my Account and this Services Agreement will be terminated. Some mutual funds and/or fund share classes may not be held in a non-advisory account. In these cases, Edward Jones will sell those shares for me or will convert the shares into a share class that can be held in a non-advisory account.

Termination of this Services Agreement shall not alter the liabilities or obligations of the parties incurred prior to such termination. The provisions of Sections 12, 14 and 18 shall survive the termination of this Services Agreement.

## 11. Scope of the Services Agreement

I acknowledge that this Services Agreement, as well as my Account Agreement and the Brochure, as amended from time to time, constitute the full and entire understanding between the parties. I agree that Edward Jones may amend terms and conditions or services related to my Account at any time, including fees and charges for my Account. Edward Jones will notify me of any material changes by mail, by email, by posting such changes online or by any other means permitted by law, including a notification on my statement directing me to the Edward Jones website to review details of a change. The effective date of the modification will be 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, I will be deemed to have accepted the modification or change.

In the event of an inconsistency or discrepancy between this Services 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 Services Agreement, then the terms of this Services 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.

## 12. Severability/Governing Law

Except to the extent preempted by federal law, I agree that this Services Agreement and all amendments to this Services 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. If any provision of this Services Agreement is or becomes invalid or unenforceable for any reason, this shall not affect the validity or enforceability of any other provision of this Services Agreement.

## 13. Notices, Disclosures and Communications

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 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 on Edward Jones' website at [www.edwardjones.com/disclosures](http://www.edwardjones.com/disclosures).

## 14. 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 Services Agreement. Notwithstanding the foregoing, nothing contained in this section or elsewhere in this Services 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.

## 15. 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, government restrictions, interruptions of communications, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Edward Jones.

## 16. Client Representations and Warranties

I agree to the following:

- (a) I will review all reports and other notifications, including account statements and confirmations provided by Edward Jones in connection with my Account for accuracy within ten (10) calendar days of receiving the documents and will notify Edward Jones in writing of any inaccuracy. All reports, statements, confirmations and cash balances shall be deemed conclusive if not objected to within ten (10) calendar days of receipt.
- (b) I will notify Edward Jones promptly in the event of a change to my address, email or phone number.
- (c) The Account Portfolio Objective chosen by me meets my needs in view of my overall financial situation.
- (d) Edward Jones will not provide legal, accounting or actuarial advice, nor will Edward Jones prepare any legal, accounting or actuarial documents. I should consult with my legal or tax professional about the consequences of investing in securities through my Transitional Retirement Account.
- (e) I understand and acknowledge that I have the right to designate a Trusted Contact Person for this account. A Trusted Contact Person is someone, age 18 years or older, who Edward Jones is authorized to contact and disclose information to about my Account to address possible financial exploitation, to confirm the specifics of my current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by applicable rules and law including, but not limited to, Financial Industry Regulatory Authority ("FINRA") Rule 2165.

## 17. Conduct of Edward Jones Not a Waiver

Edward Jones' failure to insist at any time upon strict compliance with this Services 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.

## 18. Arbitration Agreement

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

**By signing the Edward Jones Transitional Retirement Account Authorization and Agreement Form, I agree as follows:**

- 1. All parties to this Services 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 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 Services Agreement.
- (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 Services Agreement except to the extent stated herein.

Except as otherwise expressly provided below, any controversy arising out of or relating to any of my account(s) from its inception, business, transactions or relationships I have now, had in the past or may in the future have with Edward Jones, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Services Agreement, or to the breach thereof, or transactions or accounts maintained by me with any of Edward Jones' predecessor or successor firms by merger, acquisition or other business combinations, shall be settled by arbitration in accordance with the FINRA Code of Arbitration Procedure rules then in effect. My demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

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

**This page is intentionally left blank.**