

# Checkwriting Services Agreement

## Terms and Conditions

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Edward Jones (“EJ”) has arranged with BNY Mellon Investment Servicing Trust Company (“BNY Mellon”) and Bank (defined below) for the issuance of Checkwriting privileges to EJ’s clients. When you use your Checks, you will be accessing the Available Balance in your EJ Account.

This Checkwriting Services Agreement (“Agreement”) is made by and between you, EJ, BNY Mellon and Bank, and explains your rights and responsibilities concerning your usage and safekeeping of your Checks. By writing Checks or effecting Transactions, you agree to be legally bound by the terms and conditions set forth in this Agreement.

Please read this Agreement carefully because it explains your rights and obligations for the Transactions (defined below). You should keep this document for future reference.

### Important

If you believe any of your Checks have been lost, stolen or forged, notify us immediately by:

Telephoning 1-888-289-6635 or  
writing BNY Mellon Treasury Services at:

BTS Operations  
103 Bellevue Parkway  
4th Floor  
Wilmington, DE 19809

For all other questions, telephone or write your EJ financial advisor.

1. **Definitions.** Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings specified below:

“**Account**” refers to your account with EJ.

“**ACH Transaction**” means a transaction cleared through the Automated Clearing House.

“**Available Balance**” is the amount EJ has transmitted to BNY Mellon as available for your Account, which may include any available credit in your margin account.

“**Bank**” means The Bank of New York Mellon, or any successor bank.

“**BNY Mellon**” means BNY Mellon Investment Servicing Trust Company, the entity responsible for administering the checkwriting program.

“**Business Day**” means Monday through Friday, excluding federal holidays. Although EJ’s, BNY Mellon’s or Bank’s offices may be open on certain federal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

“**Check**” means Check drawn on your Account.

“**Check Transaction**” means a transaction you initiate via a Check.

“**Electronic Funds Transfer**” means any transfer of funds initiated or authorized by you through an electronic payment system. Certain ACH Transactions are considered Electronic Funds Transfers.

“**Regulation E**” means Regulation E (12 CFR Part 1005) issued by the Bureau of Consumer Financial Protection pursuant to the Electronic Fund Transfer Act (15 U.S.C. §§1693 et seq.).

“**Services**” means Checkwriting privileges, ACH Transaction processing services and related services.

“**Transaction**” means those transactions that you can perform with your Checks as more fully described in this Agreement, as well as ACH Transactions.

“**We, Us, Our**” mean, as the context requires, EJ, BNY Mellon and/or Bank. For clarification, the terms “we, us, our” have the foregoing meanings in this Agreement, whether or not they are capitalized.

“**You, Your, Account Holder**” means each person or entity who is a registered owner of the Account. For clarification, the terms “you and your” have the foregoing meanings in this Agreement, whether or not they are capitalized.

## 2. General Features of Services.

### 2.1 Available to Withdraw.

2.1.1 Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. Shortly after BNY Mellon is notified of a Transaction, the Available Balance is reduced, not when a Check is paid. For example, your Account may be debited (and Available Balance reduced) on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection at another financial institution.

2.1.2 You agree not to make a Transaction (such as writing a Check) that exceeds your Available Balance.

### 2.2 Payment for Transactions.

2.2.1 On a daily basis, BNY Mellon will notify EJ of the Transactions on your Account that BNY Mellon receives. EJ will make payments to Bank (via BNY Mellon) on your behalf on each Business Day that EJ receives notice of the Transactions. EJ will make payments for the charges in the

following order of priority: cash in your Account and then available credit in your margin account.

2.2.2 You authorize EJ to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available Balance.

2.2.3 **Unauthorized Use.** You agree not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transaction(s) that result.

2.3 **Account Statements.** EJ will send you an Account statement every month in which a Transaction occurs. In any event, you will receive an Account statement at least quarterly. Your Account statements will identify your Transactions during the time period covered by the statement. Transactions from your Account may appear on the day after the Business Day the Transaction took place. Neither BNY Mellon nor Bank will send you separate statements listing Transactions.

2.3.1 **Your Duty to Examine Your Statement.** As used in this section, the term “problem” means any error, alteration or unauthorized Transaction (including, but not limited to, forged or missing signatures, unauthorized wire transfers, and excluding Electronic Fund Transfers) related to any Check Transaction(s) for your Account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to BNY Mellon any problem on or related to your statement. You agree that none of us will be responsible for any problem related to a Check Transaction that:

- You do not report to BNY Mellon in writing within a reasonable time not to exceed 20 calendar days after EJ mails the statement (or makes the statement available) to you;
- Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (*for example, unauthorized Checks made with your facsimile signature device or that look to an average person as if they contain an authorized signature*); or
- As otherwise provided by law or regulation.

You may not start a legal action against any of us because of any problem unless: (a) you have given us the above notice, and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against any of us in connection with a problem, each of us reserves the right

to conduct a reasonable investigation before recrediting your Account, and you agree to cooperate in such investigation. If any of us requests, you agree to complete an affidavit of forgery or other proof of loss. If you refuse to sign such an affidavit, none of us will be liable to you for any loss arising from the problem. For problems involving an electronic banking transaction, please refer to the “Electronic Funds Transfers” sections of this Agreement.

These time periods for you to examine your statement and report problems to BNY Mellon are without regard to the level of care of any of us or the commercial reasonableness of our practices, further without regard to whether copies or images of canceled Checks are supplied or made available to you. **You agree to contact EJ promptly if you do not receive your regular statement.**

**Your Duty to Examine Your Statement – ACH Transactions.** Generally, ACH Transactions for consumer accounts are considered Electronic Funds Transfers. Please see the section below entitled “Electronic Funds Transfers.” For other ACH Transactions, please see “Your Duty to Examine Your Statement” above. Also, for ACH Transactions related to electronically re-presented checks from consumer accounts, please see the subsection entitled “Consumer Electronic Check Re-presentation.”

2.4 **Foreign Transactions.** Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.

2.5 **Fees.** Fees will be charged based on the Schedule of Fees applicable to your Edward Jones account. To access a copy of the Schedule of Fees, visit [edwardjones.com/accountfees](http://edwardjones.com/accountfees) or contact your financial advisor. In addition, you also may be charged a fee to obtain copies of Checks in the amount of \$2.00 per Check (after the first two free requests each calendar month).

2.6 **Documentation.** We may add images of your application with respect to the Services provided in connection with this Agreement to our respective electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

2.7 **Adverse Claims.** If any of us receives a claim to all or a portion of your Account (*including but not limited to a dispute over who is an authorized signer or owner*), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who

should have the funds. None of us will be responsible for any items that are not paid because of the hold. You agree to reimburse each of us for expenses, including attorneys' fees and expenses, arising out of such competing claims.

**2.8 Safeguard Your Checks.** You may not be able to recover amounts withdrawn through unauthorized use of Checks if you have not taken reasonable care in safeguarding the Checks or have not promptly notified BNY Mellon of the unauthorized use.

**2.9 Margin Accounts.** If funds are not available in your Account to pay for Transactions and a margin loan is created, you are responsible for paying any interest incurred on the margin loan balance. Please refer to the Edward Jones Margin Disclosure Statement and Statement of Credit terms for further information on how margin interest is calculated and charged. To access a copy of the Edward Jones Margin Disclosure Statement and Statement of Credit Terms, visit [edwardjones.com/disclosures/account-features-terms/saving-spending-borrowing](https://edwardjones.com/disclosures/account-features-terms/saving-spending-borrowing) or contact your financial advisor.

### 3. Checkwriting Privileges.

**3.1 Checkwriting Application and Checks.** If you have requested checkwriting privileges for your Account, EJ must first approve your application. Upon such approval, we will provide you with Checks.

Any of us may refuse any withdrawal that you attempt on forms not approved by us or by any method we do not specifically permit.

Each Check must be properly completed and signed by an authorized signer (as described below).

In writing Checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying Checks that are postdated, stale dated or do not bear a date. If you do not wish for us to pay a Check you have issued, you should place a stop payment order with us. Please refer to the Stop Payment section of this Agreement.

**3.1.1 Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your Check.

**3.2 Authorized Signers.** In this document, the words "authorized signer" mean any of the following persons:

- Any person (other than a ward, conservatee or beneficiary) listed on a signature card, application, resolution or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from your Account;
- Any person who has a "power of attorney" or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian or some other

fiduciary capacity (collectively, an "agent") to act for an owner;

- Any person that you authorize to make withdrawals by Check, or otherwise, from your Account; or
- Any person to whom you make your checkbook or your checkwriting account number available.

The words "owner" and "owners" mean all persons (*other than a ward, conservatee or beneficiary*) listed on a signature card or application but not persons who are authorized signers only because they are acting as an agent. Each of BNY Mellon and Bank is authorized to follow the directions of your agent regarding your Account until it receives written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice. We will not be liable to you in any way if your agent misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship. For corporate, limited liability company and partnership accounts, the corporation, limited liability company or partnership is the "owner."

**3.3 Multiple Required Signature Accounts.** If you (a) have specified that some or all Checks must be signed by more than one person, (b) have specified that the authorized signers for Checks in one category are different than those for another Check category, or (c) use Checks that require multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in writing or otherwise. EJ reserves the right to refuse to allow persons to open accounts with these types of restrictions.

**3.4 Facsimile Signatures.** You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to your Account. If you do, we will, without contacting you, debit the Account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. None of us will be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

**3.5 Check Transactions.** Checks can be used for, or may result in, the following Transactions:

- Checkwriting capabilities; and
- Electronic Funds Transfers (e.g., certain Transactions via the Automated Clearing House).

**3.6 Copies of Canceled Checks.** We will not return to you Checks that have been paid against your Account. At your request, we shall provide you with photocopies or image copies of Checks paid against the Account or other Account documentation, if such Checks or documents are available to us under our record retention policies. If you request a copy, we may impose a processing fee. See section 2.5 above.

**3.7 Refusing Payment on Your Checks.** If one of your Checks is presented for payment and there are not sufficient available funds available in your Account, or if the Check is not properly signed or contains some other irregularity, we may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for us to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for us to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.

**3.8 Stop Payments.**

**a) Checks.** Unless otherwise provided, the provisions in this section apply to stopping payment of Checks. Rules for stopping payment of other types of transfers of funds, such as consumer electronic funds transfers, are mentioned elsewhere.

**b) Oral and Written Orders.** You are generally permitted to make stop payment orders orally; telephone is the most common medium used. To request a stop payment, please call BNY Mellon at 1-888-289-6635. When you place your stop payment order, the service representative will tell you what information is needed to stop payment. If you provide your stop payment order in writing for an individual Check, you must provide the following information to BNY Mellon: Checkwriting number; amount; Check number; name of party to be paid; date; and your name and address.

In addition, you are generally permitted to make a stop payment order on a range of Checks. If you provide your stop payment order for a range of Checks in writing, you must provide the following information to BNY Mellon: Checkwriting number; Check numbers of the first and last Checks in the range; and your name and address.

The stop payment information must be correct and exact since stop payment orders are handled by computers. If your information is not correct and exact, we cannot assure you that your order will be effective, and none of us will be responsible for failure to stop payment.

**c) Who and For How Long.** Oral stop payment orders are generally effective for only 14 calendar days, unless confirmed in writing during that time. Written stop payment orders (and oral orders confirmed in

writing) are generally effective for only six months from the date of the original order. None of us is obligated to notify you when a stop payment order expires. Unless you renew the stop payment for another six months, the Check may be paid even though it is a stale Check. We will accept stop payment orders from any person with signing authority on your Account, regardless of who wrote the Check. If you want to reverse a stop payment request, you must contact EJ, not BNY Mellon or Bank. As a security measure, BNY Mellon will accept reverse of stop payment requests only from EJ.

**d) Indemnity.** If you stop payment on an item and EJ, BNY Mellon or Bank incurs any damages or expenses because of the stop payment, you agree to indemnify EJ, BNY Mellon and Bank for those damages or expenses, including attorneys' fees. You assign to EJ, BNY Mellon and Bank all rights against the payee or any other holder of the item. You agree to cooperate with EJ, BNY Mellon and Bank in any legal actions that we may take against such persons. You should be aware that anyone holding the item might be entitled to enforce payment against you despite the stop payment order.

If a Check or Transaction is inadvertently permitted despite a stop order, the following rules will apply:

- You will have to prove to BNY Mellon and Bank that you have suffered a loss and, if so, the amount of the loss;
- BNY Mellon and/or Bank will be able to enforce any rights that the original payee or any other person who held the Check had against you; and
- The Account will not be recredited until you prove your loss and we are satisfied that we are required by law to do so.

**e) Cutoff Time.** BNY Mellon and Bank must receive a stop payment order in time to have a reasonable opportunity to act on it and before its stop payment cutoff time. The law provides additional limitations on BNY Mellon's and Bank's obligation to stop payment. (For example, you cannot stop payment on an item that has already been paid.)

**f) Charges.** Stop payment orders are subject to our current charge for that service. (See section 2.5.)

**3.9 Inconsistent Amounts.** Checks are processed by computers. The Check amount in numerals is the one encoded on the Check to be read by the computer. You agree that if the Check amount in words is different from the amount in numbers, we may charge against your Account the amount in numbers instead of the amount in words.

**3.10 Consumer Electronic Check Re-presentation.**

**a) Generally.** If you write on a personal account a

Check that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may resend ("re-present") the Check electronically. That is, the depositor or the depositor's bank may send Bank an electronic instruction ("electronic re-presented Check") to charge your Account in the amount of the Check.

**b) Handling of Electronic Re-presented Checks.**

If BNY Mellon receives an electronic re-presented Check from the depositor or the depositor's bank via Bank, BNY Mellon will pay or return the electronic re-presented Check as if the original paper Check were being re-presented to it. The part of this Agreement titled "Electronic Funds Transfers" will not apply to any electronic re-presented Check.

**c) Stop Payment.** If you wish to stop payment of any electronic re-presented Check, you must follow the procedures contained in the section for stopping payment of Checks, not the procedures contained in the section for stopping payment on Electronic Funds Transfers.

**3.11 Insufficient Funds.** If one of your Checks is presented for payment and there are not sufficient funds available in your Account, EJ may cause Bank (via BNY Mellon) to pay or refuse to pay any or all such items in our discretion. We may also charge your Account a returned check or returned ACH fee, regardless of whether we pay the item or return the item unpaid. See section 2.5 above. You have no right to request that any certain item be paid, and none of us has any responsibility for paying or returning any item requested. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and our service charge immediately.

A determination of your Account Balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made. EJ will determine your Account Balance based on information provided from time to time by BNY Mellon, which may not be accurate at the time a particular item is presented to BNY Mellon. You authorize BNY Mellon and/or Bank to return items for insufficient funds based on information provided by EJ.

If there are sufficient funds to cover some but not all of your Transactions, EJ will allow those Transactions that can be paid, in any order convenient to us. If, in our sole discretion, we choose to allow Transactions for which there are not sufficient available funds, you agree to repay us immediately the amount of the funds advanced to you. We may also assess your Account a service charge. At no time shall we be required to allow

you to overdraw your Account, even if we had allowed such activity on one or more prior occasions. You agree that we do not have to notify you when we refuse to pay a Check you have written, or if we pay a Check that overdraws your Account, or when we impose a fee in connection with either of these events.

**3.12 Use of Check Images and Substitute Checks.** You agree that we may debit your Account for a Check image of an original Check presented for payment or collection. In this situation, we may debit your Account without receipt of, or review of, the original Check associated with the Check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or credit to your Account, a paper copy or paper representation of an original Check (including without limitation an image replacement document, or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute Check.

You agree that a check image that is received or created by Bank in the Check deposit, collection or return process shall be considered a "Check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a Check that you write may be truncated in the Check collection process and replaced with a substitute Check. You authorize us to pay, process or return a substitute Check in the same manner as "Check" or "item" under this Agreement. Substitute Checks are governed under the Check Clearing for the 21st Century Act ("Check 21 Act") and the terms of this Agreement, to the extent not modified by the Check 21 Act. Notwithstanding the foregoing, you understand that your Checks are drawn on an omnibus account maintained by BNY Mellon (on behalf of EJ) with Bank, and that as a result, you are not considered a "consumer" as that term is used in the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a Check image or substitute Check instead of the original Check, including the destruction of the original Check, as described above, to the extent permitted by applicable law.

**3.13 Bank Branches.** Bank need not pay any Check presented at a branch office. Bank reserves the right to refuse to cash or to impose a charge on anyone who asks Bank to cash a Check that you have written. Even if your Check is otherwise properly payable, we will not be liable to you for dishonor of your Check, or otherwise, as a result of such refusal.

**3.14 Not Bank Account.** You should be aware that the Services are intended to provide easy access to assets in your Account, but that your Account is not a bank

account. Assets in your Account are not deposits or obligations of, nor insured nor guaranteed by, BNY Mellon or Bank.

**4. Electronic Funds Transfers.** This section applies to funds transfers governed by the Electronic Fund Transfer Act and Regulation E, and some additional transactions that are similar and related.

An ACH credit entry to your Account is provisional until the Bank receives final settlement through a Federal Reserve Bank or otherwise receives payment as provided in Section 403(a) of Article 4A of the Uniform Commercial Code. The Bank is entitled to a refund of the credit entry if it does not receive final settlement or payment. In that case, the person who originally sent the credit entry will be considered not to have paid you.

In addition, unless required by applicable law, EJ will generally not give you notice of the receipt of an entry by the Bank. Entries will, however, be included on your Account statement.

**4.1 Types of Electronic Funds Transfers.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your Check.

**4.2 Preauthorized ACH Transactions.**

**Preauthorized ACH Credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can call us at 1-888-289-6635 to find out whether or not the deposit has been made.

**Preauthorized ACH Payments.**

**Stop Payment. Single or Recurring Payments.** If you desire to stop a single ACH payment, or if you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

**General.** Call us at 1-888-289-6635, or write us at BNY Mellon Investment Servicing Trust Company, 301 Bellevue Corporate Center, 2<sup>nd</sup> Floor, Wilmington, DE 19809, in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. Stop payments will be assessed a fee of \$20.00 per request (applies for one check or a sequential range of checks and/or ACH transaction).

**Liability for failure to stop payment of recurring or a single preauthorized transfer.** If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Notice of date change.** If the person you are going to pay changes the scheduled due date of preauthorized payment, that person should provide you at least seven calendar days' notice.

**4.3 For Your Protection – Notify Bank Promptly.**

**4.3.1 Consumer Liability.** Tell BNY Mellon at once if you believe that an Electronic Funds Transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum amount available through your margin account).

If you do not tell BNY Mellon within 60 days after the statement was first mailed to you, you may not get any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told BNY Mellon in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**4.3.2 Information to Provide.** If you tell BNY Mellon orally, we may require you to send BNY Mellon your complaint or question in writing within 10 Business Days. BNY Mellon will need the following information:

- Your name, your Account number, your address and the date of the Transaction;
- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information; and
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

**4.3.3 Timing of Error Resolution Process.** Except as otherwise stated in this Agreement, we will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. In this event, we will generally re-credit your Account within 10 Business Days for the amount you think is in error so that you will have use of the

money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we need not re-credit your Account or we may reverse any credit previously made to your Account. Margin accounts need not be re-credited during our investigation.

**4.3.3.1 New Accounts.** For Accounts that have been open for 30 calendar days or less, the applicable time periods for action stated in Section 4.3.3 shall be 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

**4.3.3.2 Informing You of the Results.** In any case, we will tell you the results within 3 Business Days after we complete our investigation. If we decide that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

**4.4 Our Liability for Failure to Complete Electronic Funds Transfers.** If we do not complete an Electronic Funds Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. None of us will be liable if:

- Through no fault of ours, you do not have a sufficient Available Balance to make the Transaction;
- Your Account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- Circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
- We have limited or refused to complete Transactions; or
- We have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by BNY Mellon, Bank or EJ or in your other agreements with EJ. None of us will be responsible for any person's actions in refusing to honor or accept your Checks. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

**5. Confidentiality.** You give us permission to share your information between EJ, BNY Mellon and Bank for purposes

of servicing your Account. Under normal circumstances, we will not reveal any information about your Account to third parties. We will not reveal any information to third parties about your Account and your Transactions except: (1) you hereby authorize us to share information concerning your Transactions with EJ, BNY Mellon and Bank; or (2) where it is necessary for completing your Transactions or providing any related Check benefits to you; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders of subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by EJ's Privacy Policy, as furnished to you separately and updated or amended from time to time by EJ.

**6. Disputes Involving Your Account.** To the fullest extent permitted by law, you agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees, that we may incur as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and an authorized signer, another joint owner or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signer, another joint owner or a third party take some action with respect to the Account that causes us to seek the advice of counsel, even though we do not actually become involved in the dispute.

**7. Our Duty of Care.** The duty of care of EJ, BNY Mellon and Bank to you is satisfied if reasonable banking procedures are followed. Unless we have specifically agreed with you in writing, our duties will not include monitoring nonstandard instructions or other legends appearing on Checks. We shall be deemed to have exercised ordinary care as to your signature if we process your Check by automated means only (so as to clear the largest number of checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. A clerical error or mistake in judgment is not to be considered a failure to meet the duty of care of EJ, BNY Mellon or Bank. The obligations of EJ, BNY Mellon and Bank are set forth in this Agreement. None of BNY Mellon, Bank or EJ is liable for the obligations of the others.

**8. Joint Accounts.**

**8.1** If this is a joint Account, unless you notify EJ otherwise and provide such documentation as EJ requires, your Account shall be held by you jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We shall be fully protected in acting upon the instructions of either of

you, in sending confirmation advice, notices or other communications to either of you, or in otherwise dealing with either of you. Each of you shall be liable, jointly and individually, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of you.

- 8.2** If “you” shall consist of more than one individual, the obligations of all such persons under this Agreement shall be joint and several. Each joint account holder (“Account Holder”) has authority, acting individually and without notice to the other Account Holder, to deal with us as fully and completely as if the Account Holder is the sole Account Holder. We are authorized to follow the instructions of any joint Account Holder. We are not responsible for determining the purpose or propriety of an instruction we receive from any Account Holder or for the disposition of payments or deliveries among joint Account Holders. Any notice we send to one Account Holder will be deemed notice to all Account Holders.

## 9. Miscellaneous.

- 9.1 Scope and Transferability.** This Agreement shall cover all aspects of the Checkwriting privileges and associated Electronic Funds Transfers described herein and shall inure to the benefit of our successors whether by merger, consolidation, or otherwise, and assigns, and we may transfer your Account to our respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns. You cannot transfer ownership of an Account without EJ’s permission. Please contact EJ if you need to change the ownership of an Account. This does not limit your ability, where otherwise permitted, to access your Accounts by writing Checks or via other associated Electronic Funds Transfers. None of EJ, BNY Mellon or Bank is bound by any transfer of ownership or assignment unless we agree separately in writing to be bound by it.
- 9.2 Terminating Your Checking Services.** EJ, BNY Mellon, Bank or you may terminate this Agreement, including the use of Checkwriting services or other services, if applicable, at any time, without closing your Account, upon notice to you. Without limiting the foregoing, your Checkwriting services or other services, as applicable, terminated effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.
- 9.3 Lawful Use.** You agree to use your Account and Checks only for lawful purposes. By entering into this Agreement, you represent to us that you are not now aware of any pending or threatened criminal

proceedings that could result in losing any money in your Account.

- 9.4 Garnishment, Execution and Attachment.** If EJ, BNY Mellon or Bank is served with any legal process that tries to attach or in some way prevent you from freely using your funds, to the extent permitted by applicable law, you give us the right to hold any portion of the funds during any time necessary to finally determine who has the legal right to the funds and pay any balance in the Account to the proper person or authority. All legal actions against your Account are subject to the right of setoff and security interest in favor of EJ, BNY Mellon and Bank.
- 9.5 Client Information.** You agree to provide to EJ, BNY Mellon and Bank information that EJ, BNY Mellon or Bank is required by law or regulation to obtain from you.
- 9.6 Service Charges/Expenses.** We may charge your Account for service charges based upon Account activity, items returned unpaid, stop payment orders, garnishments, levies, copies or images of canceled Checks, Account research and document retrieval, or other services related to your Account. We may change the amount of service charges from time to time. (See Fees referenced in section 2.5 above.) You agree to repay us all of our and BNY Mellon’s and Bank’s expenses, including attorneys’ fees and court costs, to collect money you owe us because of your Account or for any dispute relating to your Account.
- 9.7 Extraordinary Events.** To the fullest extent allowable under law, we are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to, war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts’ reports, market volatility or disruptions in orderly trading on any exchange or market.
- 9.8 Governing Law.** Except where specified, this Agreement shall be governed by the laws of the State of New York and the United States of America, as amended.
- 9.9 Accounts That Are Not Consumer Accounts/Non-personal Accounts.** If you are not a “consumer” as defined in Regulation E, none of us is required to respond to your questions about Transactions within the time periods specified in the section titled Electronic Funds Transfers, and the limitations on your liability for unauthorized Transactions described above do not apply. Similarly, the parameters surrounding liability, confidentiality and documentation requirements with respect to Electronic Funds Transfers outlined above apply only with respect to Accounts established primarily for personal, family or household purposes.



**9.10 Representations and Amendments.** You agree that we shall have the right to amend this Agreement at any time by sending notice of the amendment to you. An amendment shall be effective as of the date we establish. If we make any changes to this Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), we will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify us of your intention to terminate your Checkwriting privileges or other services, as applicable. We reserve the right to make emergency changes for security reasons, without prior written notice to you. You understand additional restrictions may apply to the services and additional documentation may be required by applicable law or our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents.

**9.11 Severability.** If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) The remaining terms and provisions hereof shall be unimpaired and remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

**9.12 Headings.** The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.

**9.13 Recording Conversations and Monitoring Electronic Communications.** For our mutual protection, you understand, agree and expressly consent to EJ's, BNY Mellon's and Bank's electronic recordation of any of your telephone conversations with them and to EJ's, BNY Mellon's and Bank's monitoring of your electronic communications with them, including but not limited to email and facsimile transmission.

**9.14 Priority of Agreements.** In the event of any conflict between this Agreement and any other agreement you have with EJ, including EJ Account Agreement and Disclosure Statement, this Agreement will control with respect to your Checks, ACH and any Transactions described herein.

**Keep this copy for your records.**

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Rev. 02/19

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