

**Edward Jones****FINANCIAL ADVISOR EMPLOYMENT AGREEMENT**

Edward Jones hereby accepts your application for registration with the Financial Industry Regulatory Authority as a financial advisor of Edward Jones.

In this Agreement "you," "your," and "financial advisor" shall mean the person signing this Agreement and accepting employment with Edward Jones as a registered representative.

In consideration of acceptance of the above and other good and valuable consideration, you agree that:

1. Upon execution of this Agreement and upon registration with the Financial Industry Regulatory Authority (FINRA) you will be employed as a financial advisor of Edward Jones, subject to the satisfactory completion of the investigation described in Paragraph 2. As a financial advisor your duties shall include, but not be limited to, analysis of client financial information, review of financial and investment products, providing advice and counsel to clients on financial products and investment strategies, the marketing of financial products, and the solicitation and procurement of applications, orders and contracts for securities products and brokerage services offered through Edward Jones, and other duties assigned by Edward Jones to you from time to time.

2. You acknowledge that the offer of employment extended to you by Edward Jones is conditioned upon the satisfactory conclusion of a review of your background and prior employment in the securities industry by the Compliance Department of Edward Jones. You agree that Edward Jones shall have the opportunity to investigate your previous employment and background. Such investigation may include contact with your former employer(s); self-regulatory organizations; state securities administrators; the Securities and Exchange Commission; or any other entity, agency or person, as Edward Jones, in its sole discretion, may deem advisable. At any time while Edward Jones is conducting this investigation, or at the conclusion thereof, Edward Jones may withdraw its offer of employment previously extended to you and consider said offer void notwithstanding any purported acceptance by you, and terminate any existing relationship with you. This decision shall rest solely in the discretion of Edward Jones. You agree that your employment is conditional upon your achieving and maintaining all regulatory or other qualifications and requirements which Edward Jones determines are applicable from time to time including, without limitation, achieving and maintaining the applicable licensing requirements to sell securities. You acknowledge that your employment with Edward Jones is "at-will" and that at any time during your employment, either you or Edward Jones may terminate your employment at any time with or without cause and with or without notice.

3. You agree that you will take no action(s) which would commit Edward Jones in any way to the rental or leasing of office space. Further, you agree to take no action(s) which would terminate or affect the rental or lease arrangements of your present branch office. You further understand that you have no authority to enter into any lease or lease amendment regarding office space on behalf of Edward Jones as tenant of the branch office. You agree that all actions and any other commitment whatsoever made by you on behalf of Edward Jones shall be suitable, appropriate, conducted in good faith and not done to place Edward Jones at a competitive disadvantage after your employment with Edward Jones ends.

4. You shall keep and preserve all property of Edward Jones and shall deliver such property to Edward Jones, if requested, during the course of your employment. In the event your employment with Edward Jones ends either through termination by Edward Jones or by your resignation, you will surrender to Edward Jones all of said property which shall remain the property of Edward Jones.

5. You shall be compensated pursuant to the Edward Jones Commissions Policy ("Edward Jones Commissions Policy"), your Edward Jones Financial Advisor Compensation Description ("Compensation Description"), and the commission schedules that can be found on the Edward Jones JonesLink website at WEB 600085 ("Commission Schedules," and collectively with Edward Jones Commissions Policy, "Compensation Documents"), each of which is subject to change from time to time in the sole discretion of Edward Jones and is fully incorporated into this Agreement. You certify that the Compensation Documents have been explained to you, that you have reviewed the Compensation Documents (or will review them immediately upon the commencement of your employment), and that you are responsible for reviewing the Compensation Documents as they may be modified from time-to-time by Edward Jones in its sole discretion. By your signature below, you also certify that that you are familiar with and agree to Edward Jones' practices regarding the treatment of business expenses in your state, which practices are described on JonesLink and which are subject to change from time-to-time by Edward Jones in its sole discretion. Your commission payout on a particular trade will be a percentage of the gross commission. The amount of your commission payout percentage will vary based on the type of product sold. Your right to commissions ends with trades settling during the month that your employment with Edward Jones ends. You must be employed by Edward Jones on the distribution date of any bonus, trip, award, or other incentive compensation program ("Incentive Program") to be entitled to receive any portion thereof. Accordingly, in the event your employment with Edward Jones ends prior to the distribution date of any Incentive Program, you will not be

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eligible to receive such Incentive Program. Edward Jones reserves the right in its sole discretion to adjust, modify, or change, at any time, all of its compensation policies and practices.

6. During the course of your employment you may be paid a share of continuing service fees or trail commissions received by Edward Jones from certain investment companies for purchases made by or account balances maintained in client accounts serviced by you. Such fees are the property of Edward Jones and you have no continuing interest or right to receive any portion of them after your employment with Edward Jones ends. In addition, during the term of your employment you have no right to sell, assign or bargain with regard to any share of such fee which Edward Jones may from time to time allocate and pay to you.
7. Edward Jones prefers to pay all compensation through Direct Deposit. Your signature below indicates that you consent to monthly payment of your compensation by Direct Deposit. You will also be asked to provide Edward Jones with a Direct Deposit authorization designating the account to which your compensation is paid. You may receive payment in an Edward Jones money market account or by electronic funds transfer to the financial institution of your choice.
8. You shall devote your efforts solely to the business of Edward Jones and you acknowledge that you have no exclusive right to any particular territory. Unless prior written approval is granted by Edward Jones, you will not be licensed or registered with another broker or dealer, and will not engage in any other business, occupation, job, work, employment or self-employment, while employed by Edward Jones. This restriction includes, but is not limited to, officerships or directorships in any company or partnership interest in any for-profit organization. Excluded from the restriction described in the prior sentence are investments in limited partnerships as may have been approved by Edward Jones prior to your investment therein, or as may be offered to you through Edward Jones.
9. In the event you become licensed to sell insurance/annuities, you agree that commissions derived from the sale or handling of such contracts are the sole property of Edward Jones, and you will forward all commission checks received by you to Edward Jones. In the event you had engaged in sales of insurance/annuities prior to your employment with Edward Jones, you may continue to receive renewal or trail commissions resulting from such prior sales only upon the express written consent of Edward Jones. Your share, if any, of such renewal/trail commissions will be determined by Edward Jones in its sole discretion in the event Edward Jones
- agrees to enter a limited dealer agreement with the issuer of the contracts. If Edward Jones should agree to enter a limited dealer agreement as described herein, you agree that you will not originate any new business on behalf of the issuer, but will only accept your share of renewal/trail commissions stemming from previous sales as determined by Edward Jones.
10. You shall not contract or incur any indebtedness in the name of Edward Jones. A principal of Edward Jones or its designee, based at the headquarters in St. Louis, Missouri, shall approve and sign all contracts for Edward Jones local offices on your behalf.
11. You will notify Edward Jones promptly if, during your employment: (a) you become involved in any claim, charge, or litigation or any judgments are adjudicated or entered against you; (b) your registration or license to sell or deal in securities and/or insurance is refused, suspended or revoked; (c) you become enjoined, temporarily or otherwise, from selling or dealing in securities and/or insurance or from functioning as a financial advisor; (d) you are arrested, summoned, arraigned or indicted for any criminal offense; or (e) you become involved in bankruptcy proceedings or in any other matter required to be reported to others under applicable law or regulations.
12. You shall at no time while this Agreement is in effect attempt to induce any person to terminate an agreement or relationship with Edward Jones without Edward Jones' prior written consent. You shall at no time while this Agreement is in effect or for a period of five years thereafter: (a) attempt to cause any holder of a certificate, stock, or other security to cease his/her performance under the terms of a contract with Edward Jones; or (b) solicit or recommend the makings of unwarranted claims against Edward Jones.
13. You agree that all records, documents, and materials of Edward Jones, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained in those records, documents, and materials, whether generated by Edward Jones or you including, but not limited to, Edward Jones' processes, methods, plans, data, operations and the identities, names, addresses, telephone numbers, or email addresses of any account and/or client are confidential, proprietary to Edward Jones and constitute trade secrets of Edward Jones ("Edward Jones Trade Secrets"). Edward Jones Trade Secrets are and shall remain the sole and exclusive property of Edward Jones at all times during your employment with Edward Jones and after the end of your employment. You shall at no time, while this Agreement is in effect or thereafter, use any Edward Jones Trade Secrets acquired by you during the period of this Agreement in a manner adverse to the interest of Edward

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Jones. You agree that Edward Jones is legally obligated to maintain the confidentiality and privacy of client information. You further agree that Edward Jones has represented and warranted to its clients that their information is confidential and not disclosed to third parties, other than companies, including Edward Jones affiliates, who assist Edward Jones with a variety of business activities necessary to provide services to Edward Jones clients, as required by the Gramm-Leach-Bliley Act. It shall constitute a violation of this Agreement for you to provide client information to any third party, other than Edward Jones employees who have need to access said information for the purpose of providing investments and services to clients of Edward Jones. You agree that Edward Jones does not disclose any personal information about its clients or former clients to anyone except as required or permitted by law. It shall constitute a breach of this Agreement for you to provide client information to anyone without the express written permission of Edward Jones including, but not limited to, prospective or future employers, for any purpose whatsoever. It shall further constitute a violation of this Agreement for you to intentionally access a protected Edward Jones computer or a protected laptop computer without authorization from Edward Jones or to exceed authorized access to obtain information of any kind, including Edward Jones Trade Secrets.

These Edward Jones Trade Secrets, whether provided to you by Edward Jones or by any clients of Edward Jones, are entrusted to you as an employee and representative of Edward Jones. These Edward Jones Trade Secrets are unique, extremely valuable to Edward Jones, and are developed and acquired by great expenditures of time, effort, and cost. You agree that all of said Edward Jones Trade Secrets or any part of them are the sole proprietary information of Edward Jones and shall be treated by you at all times as confidential information of Edward Jones. You further agree that (a) the identity of individuals as Edward Jones' clients and their particular needs have actual or potential independent economic value because such information is not generally known and is not readily ascertainable by proper means by competitors of Edward Jones or others in the industry; (b) Edward Jones has a proprietary interest in the identity of its clients and all other information about its clients; and (c) documents and information regarding Edward Jones' processes, methods, plans, data, operations, and the identities, names, addresses, telephone numbers, and email addresses of any account and/or client are highly confidential and are protected from disclosure as Trade Secrets or otherwise proprietary and confidential information. You will not use these Edward Jones Trade Secrets or remove any records or duplicates of records containing Edward Jones Trade Secrets from any Edward Jones premises except for the purpose of conducting business on behalf of Edward Jones.

You further agree not to divulge or disclose these Edward Jones Trade Secrets to any third-party, either during your employment or at any time thereafter.

In the event your employment with Edward Jones ends, for any reason whatsoever, you agree to return any original records and any copies whatsoever of documents or any computerized records containing Edward Jones Trade Secrets or any confidential and proprietary information which have been removed from Edward Jones. If Edward Jones provides you with a laptop computer and an accompanying printer in order to facilitate your performance of your duties, you agree to return the computer, the printer, and any related accessories or connectors to Edward Jones immediately upon the end of your employment with Edward Jones. You agree that Trade Secrets of Edward Jones include all data on the laptop computer including the hard drive, zip drive and software, including programs. Client information and Edward Jones Trade Secrets remain the exclusive property of Edward Jones whether retained on computer disk, transferred to another computer or storage device or converted to any other format, including paper copies. If you fail to return the requested items immediately upon the end of your employment with Edward Jones, you agree to repay to Edward Jones the reasonable replacement costs of the requested items as well as all costs of collection including, but not limited to, attorney fees, filing fees and/or all fees assessed by FINRA pursuant to the Code of Arbitration Procedure. You further agree that the reasonable replacement cost of this equipment is \$3,000.00.

Furthermore, you agree for a period of one year following the end of your employment, that you will not solicit by mail, phone, electronic communication, personal meeting, or any other means, either directly or indirectly, any clients of Edward Jones for whom you provided services during your employment with Edward Jones or about whom you have confidential information or Edward Jones Trade Secrets, provided that the foregoing provision shall not apply to clients with whom you did securities and/or insurance business before you became an employee of Edward Jones. Your agreement not to solicit means that you shall not, during your employment with Edward Jones, and for a period of one year thereafter, contact or communicate with any Edward Jones client for whom you provided services or about whom you have confidential information or Edward Jones Trade Secrets, regardless of who initiates said contact or communication, for the purpose of inviting, encouraging or requesting any Edward Jones clients to transfer from Edward Jones to you or to your new employer/independent broker-dealer, to open a new account with you or with your new employer/independent broker-dealer or to otherwise discontinue his/her/its patronage and business relationship

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with Edward Jones. You further agree that, while in the employ of Edward Jones and for a period of one year thereafter with Edward Jones, you will not, directly or indirectly, solicit or induce any Edward Jones employee to leave the employment of Edward Jones, nor will you either confer or discuss with any Edward Jones employee the subject of leaving the employ of Edward Jones, nor shall you confer or discuss with any Edward Jones employee the subject of employment by a person or organization engaged in a business which is similar, related to or in competition with Edward Jones.

You acknowledge and agree that Edward Jones will suffer great loss and damage if, during your employment with Edward Jones or at any time thereafter, you were to improperly use or disclose Edward Jones Trade Secrets or confidential and proprietary information or if you were to use your contacts and relationships with any customers of Edward Jones. Therefore, you agree that you must comply with the restrictive covenants of this Agreement. It is understood at the execution of this Agreement, and you acknowledge and agree, that such restrictions protect legitimate protectable interests of Edward Jones with respect to Edward Jones Trade Secrets and that the restrictions are reasonable and necessary to protect such interests, and that such restrictions do not impair or prevent you from earning a living. You agree that during your employment with Edward Jones or thereafter, Edward Jones may inform third parties, including any new employer/independent broker-dealer of your obligations pursuant to this Agreement.

14. In addition to, and not in lieu of, all other rights and remedies available to Edward Jones, Edward Jones shall be automatically entitled to a temporary restraining order and a temporary or preliminary injunction and to obtain all other available equitable remedies including a permanent injunction in order to restrain and enjoin any breach or violation of this Agreement by you. The exercise of Edward Jones' right to obtain injunctive relief for any actual or threatened damage or injury caused by you shall not prejudice its right to seek and obtain damages. To the extent that disputes between the parties may be subject to arbitration in accordance with any other agreement, rule, regulation or statute, Edward Jones and you agree that Edward Jones would suffer substantial, immediate and irreparable harm to its patronage and good will; that it would suffer the loss of its clients and accounts (which cannot be adequately remedied by damages); that any remedy in arbitration would be a nullity unless temporary and preliminary relief preserving Edward Jones' rights hereunder pending such arbitration is granted; and that Edward Jones shall therefore be automatically entitled to (and may proceed to secure) a temporary restraining order and temporary or preliminary injunction and other appropriate relief in any state or federal court in order to

preserve the status quo that existed prior to any alleged breach of this Agreement pending the outcome of such arbitration. This right of Edward Jones to injunctive relief shall be in addition to any other remedies available to Edward Jones for any breach or any violation hereof. Financial Advisor further agrees to expedited discovery, including depositions, in connection with any action initiated by Edward Jones alleging breach of this Agreement, including any request for interim injunctive relief, whether or not the laws of the jurisdiction or rules of arbitration procedure provide for said expedited discovery. The election by Edward Jones of one remedy shall not in any way be construed as waiving any other remedies for such breach.

15. Financial Advisor further acknowledges and agrees that Edward Jones is not a signatory to the Protocol for Broker Recruiting and, therefore, Financial Advisor waives any and all claims, rights and/or defenses relating to, relying upon, asserting or has as its basis the Protocol for Broker Recruiting. Financial Advisor specifically agrees that he/she shall not remove, provide to any third-party or remain in possession of any information regarding Edward Jones accounts including, but not limited to, names, addresses, telephone numbers, email addresses, or account titles or types or solicit Edward Jones accounts whether or not Financial Advisor's new financial services firm is a signatory to the Protocol for Broker Recruiting.

You acknowledge that the separate and distinct promises in this Agreement are reasonable and necessary in order to protect Edward Jones' legitimate business interests, that any violation would result in irreparable injury to Edward Jones, and that the enforcement of a remedy by way of injunction or otherwise would not prevent you from earning a living. If Edward Jones incurs expenses to retain attorneys to enforce this Agreement and/or seek redress for any violation, you promise and agree to pay all costs, court costs, fees and expenses, including actual attorneys' fees, incurred by Edward Jones to enforce this Agreement and/or recover and collect damages for any violation, whether or not litigation is commenced.

16. Except for financial advisors in the guideline states, a list of which can be found on the Edward Jones JonesLink website at WEB 156789, which such list is subject to change from time to time in the sole discretion of Edward Jones and is fully incorporated into this Agreement, you agree:

- (a) You do not earn commissions until you have fully satisfied the terms and conditions of the Edward Jones Commissions Policy. Without limiting the scope of the Edward Jones Commissions Policy, you agree that Edward Jones may apply as an offset in calculating your commissions any losses

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or expenses it incurs as a result of a failure at the branch to comply with and adhere with any applicable rules and regulations, including without limitation those of the SEC, FINRA and/or state securities regulators, and with all Edward Jones policies. You agree that you shall indemnify, defend and hold harmless Edward Jones against any and all losses it incurs at the branch as a direct result of a violation of any of the above-referenced rules, regulations or Edward Jones policies. You agree that if said loss or expense is the responsibility of the home office, any resultant loss shall be paid by Edward Jones. You agree that you are solely responsible for branch errors, whether attributable to you or to your BOA.

- (b) If a client maintaining an account at Edward Jones fails to deliver securities to cover a sale of securities, fails to deliver funds to cover a purchase of securities, or otherwise acts or fails to act in such a manner as to cause an unsatisfied debt to arise in such an account, you will be responsible for such debt balance. Depending on the circumstances, the repayment will either be applied as an offset in calculating the commissions that you earn or will be paid by direct payment from you to the Firm.
- (c) Should your employment with Edward Jones end for any reason, Edward Jones may offset any outstanding debit balances in customer accounts opened or serviced by you against any and all amounts owed by Edward Jones to you for whatever reason and remit to you the remaining amount, if any.
- (d) To promptly provide any signed authorizations that are necessary to effect the payment obligations set forth herein upon request of Edward Jones.

17. You agree that any dispute, claim or controversy arising under this Agreement or as a result of your employment with Edward Jones between you and Edward Jones or any present or former employee, agent, officer, director, affiliate, or partner of Edward Jones, including without limitation any claim of employment discrimination or harassment, shall be resolved by arbitration and without resort to litigation in court. Any arbitration proceedings shall be conducted in accordance with the FINRA rules then in effect. This agreement to arbitrate disputes shall survive the end of your employment with Edward Jones. This provision shall in no way affect or impair Edward Jones' right under any other provision of this Agreement to

obtain equitable relief from a court of competent jurisdiction, which relief may remain in full force and effect pending the outcome of arbitration proceedings.

18. You agree to become familiar with and strictly adhere to all rules, regulations and policies established by Edward Jones as set forth in the Edward Jones Compliance Manual, Edward Jones Supervision Manual, on JonesLink or in other communications. You further agree to adhere strictly to the rules and regulations of the Securities and Exchange Commission, the Financial Industry Regulatory Authority, state securities regulators or agencies and all other applicable rules and regulations. You agree to indemnify, defend, and hold harmless Edward Jones from and against any and all liabilities, losses or damages that it may suffer as the result of any claim against it (including its partners, members, employees and agents) arising from your breach of any provision of this Employment Agreement or arising from your negligence or willful misconduct during your employment with Edward Jones.

19. You agree that, during the term of your employment, you will cooperate with the Compliance or Field Supervision Departments in any investigation or inquiry they may undertake. Such cooperation shall include providing, upon request, information concerning, and copies of documents relating to, any account of any sort maintained by you (or of which you are the sole owner or one of multiple owners) in a securities brokerage, a bank, a savings and loan, a commodity dealer or an insurance company. You agree that, any time following the end of your employment, Edward Jones may access your files with any securities regulatory agency including, but not limited to, the Central Registration Depository ("CRD") system.

20. You agree to assume responsibility for investigating and determining the creditworthiness of client accounts opened or serviced by you.

21. If, at any point during the three (3) years after receipt of Financial Advisor's can sell date (the "Training Reimbursement Period"): (a) Financial Advisor's employment with Edward Jones ends; and (b) Financial Advisor becomes affiliated with any entity (as an owner, employee, or independent contractor) engaged in the sale of securities and/or insurance products, Financial Advisor will reimburse Edward Jones the Reimbursable Amount (as defined below), which the parties agree bears a reasonable relationship to Edward Jones' costs of training Financial Advisor. It shall not be a defense that Financial Advisor received training prior to becoming employed at Edward Jones.

The "Reimbursable Amount" is \$75,000, but will be reduced by \$9,375 for each full quarter year of service

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completed after Financial Advisor's one year anniversary of Financial Advisor's "Can-Sell Date" with Edward Jones.

For the purposes of determining whether Financial Advisor owes Edward Jones the Reimbursable Amount pursuant to this Paragraph 21, the Training Reimbursement Period will be extended for any leave of absence taken by Financial Advisor from Edward Jones, regardless of whether said leave of absence is taken as a matter of right or negotiated by Financial Advisor and Edward Jones.

If, as determined in Edward Jones' sole discretion, immediately prior to employment with Edward Jones Financial Advisor was a: (a) licensed, non-producing financial advisor, then the Reimbursable Amount and reduction amount in this Paragraph 21 shall be \$65,000 and \$8,125, respectively; or (b) licensed, producing financial advisor, then this Paragraph 21 shall not apply.

Remaining employed for the full Training Reimbursement Period does not in any way excuse Financial Advisor from abiding by all other obligations imposed by this Agreement.

22. This Agreement shall be deemed to be a Missouri contract and governed by the laws of Missouri or, if applicable, by controlling federal law under the precedent of the United States Court of Appeals for the Eighth Circuit. A waiver of any provisions hereof by Edward Jones shall not be deemed a waiver of any other provision and no waiver shall be effective unless the same is in writing over the signature of a principal of Edward Jones. Any provision of this Agreement rendered unenforceable by the laws of any state shall as to such state be void only to the extent of such unenforceability and shall not invalidate the remaining provisions of this Agreement. If any one or more of the covenants or restrictions contained in this Agreement shall for any reason be held to be excessively broad as to time, activity or subject, it shall be construed by limiting or reducing it so as to be enforceable to the extent compatible with applicable law.

23. Any notice to be given Edward Jones under this Agreement shall be given in writing and delivered by certified mail to a principal of Edward Jones based at the headquarters in St. Louis, Missouri two weeks before its effective date. Any notice to be given you under this Agreement shall be deemed given if delivered in person to you or when mailed to you at your last known address on file with Edward Jones.

24. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that this Agreement may not be assigned by you under any circumstances.

25. You understand that your employment with Edward Jones shall not be considered to exist for any specified term or length of time, and nothing in this Agreement or in other documents shall be held to create, either expressly or by implication, employment for such a term. You understand that your employment with Edward Jones shall be considered an "at will" arrangement in accordance with the laws of the State of Missouri. This means that you are free, as is Edward Jones, to terminate the relationship at any time for any reason, so long as there is no violation of applicable federal or state law.

26. The parties hereto acknowledge that no oral or written representations were made with respect to this Agreement or the relationship between the parties, and the rights of the parties are governed only by this Agreement and any other subsequent written agreement or rider entered into between the parties and signed by a principal of Edward Jones.

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**THIS CONTRACT CONTAINS A  
BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE  
PARTIES.**

*In Witness Whereof*, the parties hereto have executed the foregoing Agreement upon the understanding that it shall become effective upon receipt by Edward Jones. The undersigned financial advisor acknowledges receipt of this Financial Advisor Employment Agreement by executing said Agreement below.

Financial Advisor (signature)

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Financial Advisor (please print name)

\_\_\_\_\_

Financial Advisor (J or P number)

\_\_\_\_\_

Edward Jones

  
\_\_\_\_\_

By: Dan Timm  
Title: Principal