

# Edward Jones Transitional Retirement Account Brochure

as of March 30, 2020

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## Item 1: Cover Page

This wrap fee program brochure provides information about the qualifications and business practices of Edward D. Jones & Co., L.P. (“Edward Jones,” “we” or “us”). If you have any questions about the contents of this brochure, please contact us at 800-803-3333. The information in this brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration with the SEC or any state securities authority does not imply a certain level of skill or training.

Additional information about Edward Jones is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2: Material Changes

This section provides a summary of material changes that have been made to this brochure since our last annual update filed March 28, 2019.

Effective June 30, 2020, we will no longer offer Transitional Retirement accounts. Existing account holders should work with their financial advisor to close their Transitional Retirement account by October 30, 2020 (or such earlier or later date as may be determined at the discretion of Edward Jones). We will terminate any Transitional Retirement account not closed by the deadline.

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## Item 4: Services, Fees and Compensation

Edward Jones is a registered broker-dealer and investment adviser. As an investment adviser, Edward Jones offers several advisory programs. This brochure (“Brochure”) provides clients (“client,” “you” or “your”) with information about Edward Jones, Edward Jones Transitional Retirement Account (“Transitional Retirement”) and our business practices. You should read this Brochure carefully and consult with your tax professional before you decide to open a Transitional Retirement account.

Other advisory programs offered through Edward Jones are not described in this Brochure. These programs offer different services and investments and have different fees and minimum investment requirements. To learn more about other advisory programs offered by us, please ask your financial advisor or go to [www.edwardjones.com/advisorybrochures](http://www.edwardjones.com/advisorybrochures) to review the brochures for the available advisory programs.

Edward Jones is the primary operating subsidiary of The Jones Financial Companies, L.L.P. (“JFC”), a holding company registered as a partnership with the State of Missouri. Edward Jones registered with the SEC as a broker-dealer in 1941 and as an investment adviser in 1993. Edward Jones became a member of the National Association of Securities Dealers (“NASD”) (now known as the Financial Industry Regulatory Authority (“FINRA”)) in 1939.

As of December 31, 2019, we managed \$213,656,983,626 in discretionary assets and \$209,579,596,280 in non-discretionary assets across all of our advisory programs.

The decision to open a Transitional Retirement account is yours. Before making this decision, you and your financial advisor should discuss whether other programs or investments may be

more appropriate for your investment goals or needs. If you decide to invest in Transitional Retirement, we will not begin providing you advisory services until (a) our acceptance and approval of a written Client Services Agreement between you and Edward Jones, and (b) funding of the account.

### Transitional Retirement Overview

Transitional Retirement is a client-directed advisory program sponsored by Edward Jones designed to provide you with limited short-term investment advice, guidance and services free of charge. Transitional Retirement is intended to enhance the working relationship between you and your Edward Jones financial advisor by facilitating the handling of certain transactions within a limited period of time that may not be available in other programs.

A Transitional Retirement account may be appropriate if, in consultation with your Edward Jones financial advisor, you have decided to:

- open more than one account and have chosen to fund such accounts with securities and other assets rather than cash;
- add securities and other assets to more than one account;
- liquidate securities and other assets and transfer, or otherwise distribute, the proceeds from one or more accounts, which may include an individual retirement account (“IRA”) or other retirement accounts; or
- convert your traditional IRA to a Roth IRA.

In certain circumstances, a Transitional Retirement account may be required when opening or adding additional assets to an advisory account.

All investments in your Transitional Retirement account must be removed from the account within sixty (60) days of the account’s initial

funding or, if subsequently re-funded after such period, within sixty (60) days of the subsequent re-funding of your account. During such time, you may need to take certain steps, such as selling any investments that are not eligible to be held in your chosen accounts, if applicable, and transferring the proceeds and any other eligible investments into such chosen accounts.

**Account Portfolio Objective.** Generally, if you open a Transitional Retirement account, the portfolio objective for your account (“Account Portfolio Objective”) will be the same as the portfolio objective you selected for your retirement goal (your “Retirement Portfolio Objective”). However, if you do not have a Retirement Portfolio Objective, then the Account Portfolio Objective for your Transitional Retirement account will be preservation of principal. The preservation of principal Account Portfolio Objective is designed to preserve the original amount invested in your account. Edward Jones will have no authority to change your Account Portfolio Objective without your instruction.

**Brokerage Services.** You are responsible for directing the sale of investments in your Transitional Retirement account, if any, and should not rely solely on the recommendations of Edward Jones or your financial advisor. You will not be able to purchase any new investments in your account. Neither Edward Jones nor your financial advisor will have discretionary authority for any trading or investment decisions in your account.

Edward Jones will execute sales only at your direction. You must provide trading instructions in a timely manner to ensure that each asset deposited into your account is sold or otherwise removed from your account within sixty (60) days from the date of initial funding of your account or, if subsequently re-funded after such period, within sixty (60) days of the subsequent re-funding of your account. When Edward Jones

executes trades for your account, we are not acting as an investment adviser, but solely as a broker-dealer. Trading in your account will be subject to our trading policies and practices. You will not be charged trade commissions or sales charges for Transitional Retirement account trades. You cannot request that your orders be executed through another broker-dealer. Not all investment advisers require their clients to execute their trades through a certain broker-dealer as we do.

Transitional Retirement account trades are sometimes aggregated. This means that trades for your account are combined with other client accounts, including accounts for Edward Jones associates, and executed in a single trade or series of trades. Once the trade is executed, it is then allocated to your account in the proper amount. Trade aggregation is done to increase operational efficiencies and allows us to keep trading costs down. If we did not aggregate trades, the program fees for our investment advisory programs could potentially be higher.

Mutual fund trades are aggregated and executed after the close of a trading day. Trade aggregation does not have any effect on the price you receive for mutual fund shares redeemed for your account. You may have to pay redemption fees to a mutual fund company if those mutual fund shares were held for only a short time (typically anywhere from less than thirty (30) days to twelve (12) months). The prospectus and statement of additional information will describe whether the mutual fund has a redemption fee and whether there are instances when the redemption fees will be waived.

**Trade Allocation.** From time to time, the volume and/or number of trades that are directed by clients to be executed for Transitional Retirement accounts may exceed Edward Jones’ operational and technological capacities if these trades are directed on a single day. In order to

maintain the orderly processing of trades and to minimize the incidence of errors, Edward Jones may allocate trades based on the time of order entry. In certain circumstances, this process may take several days or weeks. Although designed to be fair and equitable over time, this may result in clients receiving different prices. In addition, if the volume or size of redemptions exceeds the limits set forth in the mutual fund's trading policies and procedures, the mutual fund may exceed the standard settlement period to process redemptions or may redeem positions in-kind. Alternatively, Edward Jones may rely on a random allocation process to effect the redemptions over time in a manner consistent with the limits set forth in the mutual fund's trading policies and procedures.

**Trade Errors.** In certain circumstances, trade errors may occur in your account. When a trade error occurs that is caused by the actions of Edward Jones, we will work to promptly correct the error while ensuring your account is not disadvantaged.

It is Edward Jones' policy to use an Edward Jones error account to correct trades. This may result in trades between your account and an Edward Jones error account. If trade errors are caused by your actions and the process of correcting the errors results in a net loss in the error account, your account will be debited for the amount of such loss. If the process of resolving trade errors results in a net gain in the error account as accrued and calculated on a periodic basis, we will donate the amount of such gain to charities chosen by Edward Jones.

**Custody.** Assets in your account are held at Edward Jones as broker-dealer. However, if you have entered into an IRA Custodial Agreement with Edward Jones Trust Company ("EJTC"), assets in your IRA will be held at EJTC. EJTC has delegated its duties and responsibilities as a custodian to Edward Jones as sub-custodian.

As custodians, Edward Jones and EJTC are responsible for:

- safekeeping your funds and securities;
- collecting dividends, interest and proceeds from any sales; and
- disbursing funds from your account.

Edward Jones (as broker-dealer) will provide all accounts with written trade confirmations of securities transactions and account statements for each month there is activity in the account. If EJTC is the custodian, the account statement will be sent by Edward Jones on behalf of EJTC. **Please review your account statements carefully and notify us immediately if you detect an error or a discrepancy.**

**Termination of Your Account.** You have sixty (60) days from the date of initial funding of your Transitional Retirement account to remove all investments in such account. However, your account will remain open past such period and be available for future additional funding.

You or Edward Jones may terminate your Transitional Retirement account at any time without an advisory termination fee. While oral instructions to terminate your Transitional Retirement account are generally acceptable, Edward Jones, in its sole discretion, may require written notice in order to terminate your account.

Upon notice of termination of your Transitional Retirement account, Edward Jones will not be obligated to recommend any action with regard to the assets in your account, if any, but you may instruct Edward Jones to sell the securities or transfer the assets to another Edward Jones account or a third-party account. Some mutual funds and/or fund share classes may not be held outside of your Transitional Retirement account. In these cases, Edward Jones is authorized to redeem those shares for you or to convert the

mutual fund share class into a different share class.

If, upon notice of termination of your Transitional Retirement account, you fail to instruct Edward Jones as to the disposition of assets in your account within a time period determined by Edward Jones, Edward Jones may liquidate and distribute the assets in your account. Such distribution will cause a taxable event and be subject to tax withholdings and penalties.

If you terminate and sell the assets in your account, your proceeds will be available upon settlement of the trades generated to complete the liquidation. Settlement typically occurs two (2) business days following the trades. Account liquidation may cause a taxable event as well as additional fees and expenses.

## Fees

**Program Fee to Edward Jones.** Transitional Retirement is a wrap fee program, but there is no charge for our investment advisory services, execution of transactions through Edward Jones and related services (the “Program Fee”).

In addition, you may be eligible to receive credits to your account, as described below.

*Rule 12b-1 Fees:* Some mutual fund companies or their affiliates pay Edward Jones Rule 12b-1 fees for distribution and marketing expenses. This creates a conflict of interest. In order to eliminate this conflict of interest, if we receive Rule 12b-1 fees for the shares in your account, we will credit the amount received to your account.

*Shareholder Accounting Revenue:* Some mutual fund companies pay Edward Jones for account recordkeeping and administrative services provided by Edward Jones for the mutual fund companies. This creates a conflict of interest. In order to eliminate this conflict of interest, if we

receive shareholder accounting fees for the shares in your account, we will credit the amount received to your account.

*Edward Jones Money Market Fund:* Edward Jones is the direct or indirect owner of 100% of the adviser of the Edward Jones Money Market Fund, and Edward Jones receives various revenues related to assets in the Fund (collectively, “Money Market Revenue”). Appendix A includes a detailed discussion of our Money Market Revenue. For any Transitional Retirement account investing in the Edward Jones Money Market Fund, we will apply a credit equal to the amount of the Money Market Revenue received by Edward Jones with respect to such account.

**Other Fees and Expenses.** Although there is no Program Fee, clients may incur other fees and expenses, including, but not limited to, mutual fund redemption fees and contingent deferred sales charges; estate service fees; ACH return fees; fees to distribute an account pursuant to a transfer on death agreement; transfer taxes; electronic fund, wire and other account transfer fees; and any other charges imposed by law or otherwise agreed to by Edward Jones and you with regard to your account.

Deposits, including interest and dividends, received into your account may earn interest that will be retained by Edward Jones. Edward Jones may also earn and retain interest on distributions requested from your account until the time the check is cashed or another payment method is completed. The average overnight interest rate on these deposits may fluctuate daily and is tied to changes in widely referenced interbank lending rates, such as Fed Funds Effective Rate, Fed Funds Target Rate, London Interbank Offered Rates and Secured Overnight Financing Rate. Under these arrangements, banks may pay interest based on a spread to one of these rates or may pay a fixed interest rate.

## **Financial Advisor Compensation**

Assets under care will impact your financial advisor's eligibility for a bonus and bonus amount.

Financial advisors are eligible to participate in the Edward Jones Travel Award Program ("Travel Award Program"), which includes domestic and international travel, or a cash award in lieu of a trip. Eligibility for the Travel Award Program is based upon the amount of new and existing assets under care of a financial advisor.

## **Item 5: Account Requirements and Types of Clients**

Generally, a Transitional Retirement account is available only to residents of the United States and certain U.S. territories. Edward Jones, in its sole discretion, can prohibit anyone from opening a Transitional Retirement account.

There is no minimum initial investment requirement to open a Transitional Retirement account. You can fund your Transitional Retirement account with cash and/or securities. For example, you may roll over cash and/or securities from an employee benefit plan governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or from an existing IRA. If you are utilizing Transitional Retirement to facilitate a rollover, please refer to your rollover summary for important disclosures and information.

## **Item 6: Investment Selection and Evaluation**

Transitional Retirement is a client-directed advisory program sponsored by Edward Jones. No third-party investment advisers, no related persons or Edward Jones-supervised persons serve as portfolio managers in Transitional Retirement.

## **Performance-Based Fees and Side-by-Side Management**

This section does not apply to Edward Jones.

## **Methods of Analysis, Investment Strategies and Risk of Loss**

In consultation with your financial advisor, you select the assets to sell based on numerous factors, each of which may be given different weight in the decision-making process, and generally no one factor determines the outcome of any selection.

**Risk of Loss.** All investment strategies and investments involve risk, and the value of your account will fluctuate. As a result, your account may be worth more or less than the amount of money or the value of the assets you invested. Past performance does not guarantee future results.

**Money Market Funds Risk.** Cash in your Transitional Retirement account may be invested in the Edward Jones Money Market Fund as a cash sweep vehicle. The Edward Jones Money Market Fund is affiliated with Edward Jones. Please refer to Appendix A for more information about the Edward Jones Money Market Fund.

Money market funds are a type of mutual fund that invests in high-quality, short-term debt securities, pays dividends that generally reflect short-term interest rates, and seeks to maintain a stable net asset value ("NAV") per share (typically \$1). An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although a money market fund is managed to maintain a stable NAV of \$1 per share, the value of the fund may fluctuate, and you could lose money.

**Cybersecurity Risk.** The computer systems, networks and devices used by Edward Jones and its service providers employ a variety of

protections designed to protect against damage or interruption from computer viruses, network and computer failures and cyber-attacks. Despite such protections, systems, networks and devices potentially can be breached. Cyber-attacks include, but are not limited to, gaining unauthorized access to digital systems for purposes of corrupting data or causing operational disruption, as well as denial-of-service attacks on websites. Cyber incidents may cause disruptions and impact business operations, potentially resulting in financial losses, the inability of Edward Jones or service providers to trade, violations of privacy and other laws, regulatory fines, reputational damage, reimbursement costs and additional compliance costs, as well as the inadvertent release of confidential information.

**Voting Proxies.** When you open a Transitional Retirement account, you are solely responsible for voting proxies arising from any securities held in your account. Edward Jones will not take any action and will not render any advice regarding how to vote proxies arising from any securities held in your account. You may receive proxy-related materials and notices from Edward Jones or the applicable mutual fund or exchange-traded fund (“ETF”) sponsor, and you will be responsible for voting proxies.

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

## **Item 7: Client Information Provided to Edward Jones**

Client information provided to Edward Jones will be maintained in accordance with our privacy policies.

## **Item 8: Client Contact with Edward Jones**

You may contact your Edward Jones financial advisor during normal business hours with questions regarding your Transitional Retirement account.

## **Item 9: Additional Information**

### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

#### **Disciplinary Information**

Edward Jones is a registered broker-dealer and investment adviser. This section contains information about certain legal and regulatory matters that Edward Jones believes are material to a client’s evaluation of its advisory business or the integrity of its management. Edward Jones has also been subject to various legal and regulatory proceedings relating to its brokerage business that are disclosed in Part 1 of its Form ADV, which is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov), as well as on FINRA’s website at [www.finra.org/brokercheck](http://www.finra.org/brokercheck).

**FINRA – ETFs.** In violation of FINRA Rule 2010 and NASD Rules 2110, 2310 and 3010, FINRA alleged that Edward Jones (1) failed to establish and maintain a supervisory system, including written supervisory procedures, reasonably designed to achieve compliance with applicable NASD or FINRA rules in connection with the sale of non-traditional ETFs; (2) failed to establish and maintain an adequate supervisory system to monitor transactions in non-traditional ETFs involving retail clients;



(3) did not exercise due diligence in investigating non-traditional ETFs; (4) did not ensure that its registered representatives obtained adequate information and instruction regarding traditional ETFs before recommending those products to clients; and (5) did not provide such information directly to registered representatives or require that they obtain it from other sources. FINRA also alleged that Edward Jones' supervisory system was inadequate with respect to its oversight of non-traditional ETF transactions and, until the time when FINRA issued Regulatory Notice 09-31, relied on its general supervisory procedures to oversee transactions in non-traditional ETFs. FINRA alleged that those procedures did not address the products' unique features and risks, e.g., Edward Jones' sales exception reports and other supervisory tools did not differentiate between exchange-traded equity securities, traditional ETFs and non-traditional ETFs. FINRA alleged that Edward Jones' general supervisory procedures did not require it to monitor either the length of time clients held open positions in non-traditional ETFs or the effect of long holding periods on those positions. On January 9, 2014, without admitting or denying the findings, Edward Jones entered into a letter of acceptance, waiver and consent in which Edward Jones was censured, fined \$200,000, and ordered to pay \$51,581.25 in restitution to clients.

#### **State of New Hampshire – Solicitation Calls.**

In April 2013, the State of New Hampshire brought an action against Edward Jones, in which the allegations included solicitation calls being made in violation of applicable telephone solicitation rules, failure to properly train and supervise registered representatives in the area of telephone solicitation, and failure to establish a system and procedures reasonably designed to ensure compliance with applicable telephone solicitation rules. On February 25, 2014, Edward Jones and the State of New Hampshire entered into a Consent Agreement in which Edward

Jones agreed to pay the State \$175,000 in costs, \$175,000 in contribution to New Hampshire investor education, and \$400,000 in an administrative fine, without any admission of fault or wrongdoing.

**SEC – Municipal Bond Pricing.** On August 13, 2015, Edward Jones, without admitting or denying the findings, entered into a settlement in public administrative and cease-and-desist proceedings with the SEC regarding certain of the firm's municipal securities activities. Pursuant to the settlement, the SEC alleged that Edward Jones violated Sections 17(a)(2) and (3) of the Securities Act of 1933 ("Securities Act"), Sections 15B(c)(1) and 15(b)(4)(E) of the Securities Exchange Act of 1934 ("Exchange Act"), and MSRB Rules G-17, G-11(b) and (d), G-27 and G-30(a). Edward Jones was censured and ordered to cease and desist from violating or causing any current and future violations of Sections 17(a)(2) and (3) of the Securities Act, Section 15B(c)(1) of the Exchange Act and MSRB Rules G-17, G-11, G-27 and G-30. The settlement required Edward Jones to pay \$5,194,401.37 to current and former customers of Edward Jones and to pay a civil money penalty in the amount of \$15,000,000. In entering into the settlement, the SEC considered remedial acts undertaken by Edward Jones related to this matter.

#### **FINRA – Mutual Fund Sales Charge**

**Waivers.** On May 5, 2015, FINRA's Enforcement Division advised Edward Jones that it was investigating whether any violations of the federal securities laws or rules had occurred with respect to mutual fund purchases and sales charge waivers for certain retirement plan and charitable organization accounts. Prior to being advised of the investigation, Edward Jones had commenced a review of this issue and self-reported to FINRA. On October 26, 2015, Edward Jones, without admitting or denying the findings, entered into a settlement agreement with FINRA to resolve this matter. Pursuant to

the settlement, Edward Jones agreed to provide remediation to certain customers, estimated at the time of the settlement agreement to be approximately \$13.5 million. A monetary penalty was not imposed by FINRA. In reaching the settlement, FINRA recognized the extraordinary cooperation of Edward Jones, including its self-reporting of the issue to FINRA.

**FINRA – Municipal Securities Transactions Below Minimum Denominations.** On June 2, 2017, Edward Jones, without admitting or denying the findings, entered into a settlement agreement with FINRA’s Department of Market Regulation in connection with its investigation of possible violations of MSRB rules regarding transactions in certain municipal securities in amounts lower than the applicable minimum denominations. As part of the settlement, Edward Jones agreed to pay a monetary fine of \$210,000.

**FINRA – Supervision of Tools-Generated Reports.** On July 13, 2017, Edward Jones, without admitting or denying the findings, entered into a settlement agreement with FINRA in connection with its investigation of the supervision of the use and dissemination of reports generated through Edward Jones’ systems by financial advisors. FINRA expressly stated that its review of 65,000 reports did not reveal any instances of reports that were misleading. FINRA also stated that Edward Jones had made changes to enhance its supervisory processes. As part of the settlement, Edward Jones agreed to pay a monetary fine of \$725,000.

### **Other Financial Industry Activities and Affiliations**

You should be aware that Edward Jones, its affiliates and its financial advisors perform services for you and other clients outside of Transitional Retirement, including the execution

of brokerage transactions (e.g., the purchase or sale of securities or insurance products), research, the retail distribution of securities (e.g., mutual funds), the participation in principal transactions and certain underwritings and other investment advisory services. Edward Jones and its affiliates receive compensation, including fees and commissions, associated with these services. We have a financial interest in our clients’ transactions and the recommendations we make to clients to buy or sell securities or investment products. Edward Jones and its financial advisors also receive compensation for services and recommendations that may differ from advice given to you while participating in a Transitional Retirement account.

The following summarizes Edward Jones’ material relationships or arrangements with other entities that participate in the financial industry.

Edward Jones is the primary operating subsidiary of JFC, is dually registered with the SEC as an investment adviser and broker-dealer, and is a member of FINRA.

Olive Street Investment Advisers, LLC, a subsidiary of JFC, is registered as an investment adviser with the SEC and serves as the investment adviser of certain affiliated mutual funds. Certain current or former associates of Edward Jones serve as officers or directors/trustees of the affiliated investment adviser and/or the affiliated mutual funds.

Edward Jones’ Canadian operating subsidiary, an Ontario, Canada, limited partnership (Edward Jones in Canada), is a broker-dealer registered with the Investment Industry Regulatory Organization of Canada.

EJTC, a wholly owned subsidiary of JFC, is a federally chartered savings and loan association that offers personal trust and investment management services. EJTC also acts as custodian for certain traditional IRAs and Roth

IRAs that are participating, or have participated, in Edward Jones programs. For additional information about this arrangement, please see Item 4.

Edward Jones owns directly or indirectly 100% of three insurance agencies that conduct insurance-related activities in the U.S.: Edward Jones Insurance Agency of New Mexico, L.L.C., a New Mexico limited liability company; Edward Jones Insurance Agency of Massachusetts, L.L.C., a Massachusetts limited liability company; and Edward Jones Insurance Agency of California, L.L.C., a California limited liability company.

Edward Jones indirectly owns 100% of two insurance agencies that conduct general insurance-related activities in Canada: Edward Jones Insurance Agency (Quebec) Inc., a Canadian corporation; and Edward Jones Insurance Agency, an Ontario, Canada, limited partnership.

Edward Jones owns 7% of Customer Account Protection Company Holdings, Inc. (CAPCO), a captive insurance group.

Edward Jones is the direct or indirect owner of 100% of Passport Research, Ltd., a Pennsylvania limited partnership that acts as the investment adviser to the Edward Jones Money Market Fund. Appendix A contains a detailed discussion of our affiliation with the Edward Jones Money Market Fund.

## **B. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading; Review of Accounts; Client Referrals and Other Compensation; and Financial Information.**

### **Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

Edward Jones has established a Code of Ethics to ensure that our associates:

- act with integrity and in an ethical manner with you and all of our clients;
- place your and all of our clients' interests first;
- conduct personal trading in compliance with our Code of Ethics, avoid potential conflicts of interest and make sure they do not abuse the faith and trust you have placed in them;
- comply with all applicable rules, regulations and laws; and
- do not use any material nonpublic information they may receive as a result of their employment with Edward Jones.

Some Edward Jones associates are deemed "access persons" under our Code of Ethics because they may have access to nonpublic information regarding either the securities in a client's accounts or changes to eligible investments, including asset allocations. Under our Code of Ethics, access persons must receive prior approval before acquiring a beneficial ownership interest in any security in an initial public offering, limited offering or hedge fund transaction. Additionally, access persons are required to submit to the chief compliance officer, or his or her delegate, a list of any securities they own and securities transactions they made for any account they control at Edward Jones or another financial institution.

You may request a copy of the Edward Jones Code of Ethics from your financial advisor.

Edward Jones has internal supervisory reviews and procedures to review accounts held by our associates and certain family members and their personal trading practices. The reviews look for improper trading activities, including trading that may be in conflict with the best interests of a client. In addition to the Code of Ethics and the supervisory reviews, we prohibit financial advisors from placing trades for their personal accounts before trades for our clients in the same security. In the event a financial advisor's personal order fills at a better price than a client's order placed close in time, we will adjust the trade so the client receives the better price.

### **Review of Accounts**

At the time your Transitional Retirement account is opened, Edward Jones' supervisory associates will review the funding of your account. If you have sold investments purchased at Edward Jones in order to fund the account, the holding period of those investments will be reviewed for appropriateness. Supervisory personnel may also call you directly to discuss your understanding of a Transitional Retirement account.

Our review does not substitute for your own continued review and monitoring of your account and performance of your investments. You should review trade confirmations (as applicable), account statements and other information we send to you. Current and timely information about your account will be available in Edward Jones' online client access system. If you have any questions, please discuss them with your financial advisor.

### **Client Referrals and Other Compensation**

Edward Jones does not enter into arrangements with unaffiliated third parties to refer or solicit

clients to any advisory program offered by Edward Jones.

Edward Jones has contracted with Broadridge Investor Communications Solutions, Inc. ("Broadridge"), an unaffiliated third-party vendor, to distribute proxies, periodic reports and voting instruction information to our clients. Pursuant to the agreement between Edward Jones and Broadridge, and in accordance with regulations, Broadridge charges the issuing company on behalf of Edward Jones for these services. Edward Jones receives from Broadridge a portion of the fees paid by the issuing company.

### **Financial Information**

This section does not apply to Edward Jones.

### **Item 10: Requirements for State-Registered Advisers**

This section does not apply to Edward Jones.

## **APPENDIX A**

### **Disclosures Regarding Affiliated Money Market Fund**

Your Transitional Retirement account may from time to time be invested in shares of the Edward Jones Money Market Fund (the “Money Market Fund”), which is advised by Passport Research, Ltd. (“Passport Research”). Edward Jones is the direct or indirect owner of 100% of Passport Research. As such, the Money Market Fund is advised by an affiliate of Edward Jones. Passport Research receives a management fee of 0.20% of average net assets of the Money Market Fund, less any fees paid to its sub-adviser(s).

The Money Market Fund pays a Rule 12b-1 fee of 0.25% of average net assets to Edward Jones for the sale, distribution, administration and customer servicing of the Money Market Fund’s Investment Shares and Retirement Shares, and a Service Fee up to 0.15% of average net assets to Edward Jones for providing services to shareholders and maintaining shareholder accounts. Edward Jones provides shareholder services, transfer agent services and marketing services to the Money Market Fund and the accounts that its clients maintain in the Money Market Fund. For any Transitional Retirement account investing in the Money Market Fund, Edward Jones will apply a fee offset equal to the amount of the Money Market Revenue received by Edward Jones with respect to such account.

Edward Jones has provided you with the current summary prospectus for the Money Market Fund. The summary prospectus describes the investment characteristics of the Money Market Fund and the fees paid to Passport Research or its affiliates by the Money Market Fund. The prospectus also describes certain revenue received by Edward Jones in connection with the Money Market Fund.

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