

ADDENDUM TO SCHWAB DESIGNATED BROKERAGE SERVICES AGREEMENT

This Addendum, effective immediately is a part of and incorporated into the Schwab Designated Brokerage Services Agreement (“**Agreement**”) between Charles Schwab & Co., Inc. (“**Schwab**”) and You (“**Employer**”),. Capitalized terms not defined in this Addendum are as defined in the Agreement.

- **To gain access to the Schwab Trade Rules web site (“Service”), you must select "Accept Terms"**

If you do not agree with the terms and conditions in this addendum, you must select "Decline Terms" and you will not be able to access or use the Service and must promptly return to Schwab all materials in your possession that are associated with the Service.

Schwab may amend portions of this addendum at any time. Any amendments to the addendum will be posted on the web site.

Recitals

- A. Employer desires to use new services and, as relevant, software provided by Schwab, as more particularly described in [Exhibit 1](#); and
- B. Employer certifies it has authority to restrict transactions in certain brokerage accounts established and maintained at Schwab and that this authority to restrict transactions in such brokerage accounts was granted to Employer by individuals with trading authority over such accounts; and
- C. Employer agrees that the Trade Rules application will be administered by an Authorized Agent of Employer who is authorized by Employer to access client and employee account information for accounts held at Schwab; and
- D. Schwab desires to make such additional services available to Employer according to the terms of the Agreement and this addendum.

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual promises and covenants contained, the parties agree as follows and the Agreement shall be amended for all purposes to include the following new provisions:

1. **Services.** The services described in [Exhibit 1](#) to this addendum shall be deemed part of and included in the definition of “**Services**” under the Agreement. Unless provided otherwise in [Exhibit 1](#), the term of the Services under this addendum shall be co-extensive with the term of the Agreement.
2. **Employer use of the Service.**
Schwab hereby grants Employer, upon the terms and subject to the conditions set forth in this Agreement, a limited, nontransferable, nonexclusive license to access and use the Service. Schwab reserves the right to upgrade, enhance, change or modify the Service at any time in its sole discretion (“**Enhancements**”). Any Enhancements made available to Employer by Schwab, if any, will be subject to the terms of this Agreement, except to the extent that conflicting or more restrictive provisions are agreed upon in future agreements relating to such Enhancements. Employer shall only use the Service in accordance with the then current documentation provided by Schwab. Except as otherwise permitted by Schwab, no materials from the Service or any site owned, operated, licensed or controlled by Schwab may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download material displayed on the Schwab Service for

non-commercial, personal use. If you do so, you agree to retain all copyright and other proprietary notices contained on the materials. You may not use, distribute, modify, transmit, or post the content of the Service for public or commercial purposes, including any text, images, audio, or video without Schwab's written permission. All services shall be deemed Schwab Confidential Information and included in the definition of “**Services**” under the Agreement.

3. **Limited Warranty by Schwab; Exclusion Of All Other Warranties.** Schwab warrants that it will perform the Services with reasonable care. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE IS PROVIDED TO EMPLOYER “AS IS,” WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED IN THIS SECTION, SCHWAB EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHWAB OR SCHWAB’S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY PROVIDED IN THIS SECTION. EMPLOYER AGREES THAT THE SERVICE IS DESIGNED TO ASSIST EMPLOYER IN THE PERFORMANCE OF EMPLOYER’S PROFESSIONAL ACTIVITIES AND ARE NOT INTENDED TO REPLACE EMPLOYER’S PROFESSIONAL SKILL AND JUDGMENT. EMPLOYER AGREES AND ACKNOWLEDGES THAT THE SERVICE IS NOT INTENDED TO SUPPLY TAX, INVESTMENT, OR LEGAL ADVICE.
4. **Limitation Of Liability.** IN NO EVENT SHALL SCHWAB, ITS AFFILIATES, AND LICENSORS/SUPPLIERS BE LIABLE TO EMPLOYER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, OR FOR ANY CLAIM BY ANY THIRD PARTY, EVEN IF SCHWAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SCHWAB, ITS AFFILIATES, AND LICENSORS/SUPPLIERS TO EMPLOYER AND ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY EMPLOYER TO SCHWAB FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.
5. **Third Party Items.** SCHWAB MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY SOFTWARE OR OTHER TECHNOLOGY OBTAINED FROM OR PROVIDED BY THIRD PARTIES (COLLECTIVELY, THE “**THIRD PARTY ITEMS**”). SCHWAB EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. EMPLOYER SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING IN THIS AGREEMENT

SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY SCHWAB THAT WOULD EXPAND IN ANY WAY A VENDOR/MANUFACTURER'S STANDARD END-USER WARRANTY.

6. **General.** Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this addendum and the Agreement, the terms of this addendum shall control. No amendment or modification of this addendum shall be effective unless signed by authorized representatives of both Parties. This addendum and the Agreement constitute the entire agreement of the Parties concerning its subject matter and supersedes all prior oral and written agreements, representations and understandings between the parties concerning such subject matter.

Exhibit 1

TRADE RULES

Trade Rules is a software application owned and operated by Schwab. This application is designed to enable Employer to restrict a variety of Employee securities transactions. Capitalized terms not defined in this Attachment are as defined in the Agreement or Trade Rules User Guide.

EMPLOYER RESPONSIBILITIES

Once Employer gains access to the Trades Rules application, Employer is solely responsible for:

- Assigning Employee accounts to Employees
- Assigning Employees to Employee Groups
- Creating Rules and Rule Sets;
- Assigning Rule Sets to Employee Groups;
- Creating and removing Exceptions to Rules
- Maintaining current Employee Detail, Employee Groups, Rule Set assignments and Exceptions at all times.

Rule Sets are not applicable to:

- Dual Designated Brokerage / PCRA clients;
- Employee accounts where investment discretion has been granted to an investment manager who trades in a Master Account and allocates trades to Employee subaccounts.

SCHWAB'S ROLE

- Once Schwab receives the above referenced information from Employer, it will activate and/or remove the Rule Sets and Exceptions.

If you agree with the terms and conditions of this Agreement, you must select "Accept Terms" below to acknowledge your consent and intention to be bound by these terms and conditions. By selecting "Accept Terms", completing the registration process, obtaining a password, and/or using the Site: (i) you represent and warrant that you have the authority to enter into this Agreement and create binding contractual obligations on behalf of yourself or your firm; (ii) you indicate that you understand and intend this Agreement to be the legal equivalent of a signed, written contract, and equally binding; and (iii) you represent and warrant that you will use the Site in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in this Agreement, as the same may be amended by Schwab, online or otherwise, from time to time.

If you do not agree with the terms and conditions in this Agreement, you must select "Decline Terms" and you will exit the Site. In that case you must promptly return to Schwab all materials in your possession that are associated with the Site. You may print a copy of this Agreement using the print button or feature in your browser. We suggest retaining a copy for your future reference.