



TRUST BANK

# Charles Schwab Trust Bank's Trust and Custody Electronic Funds Transfer Service Terms and Conditions

This document constitutes your agreement with Charles Schwab Trust Bank regarding Charles Schwab Trust Bank's Trust and Custody Electronic Funds Transfer Service (the "Service") and sets forth the terms and conditions that govern your use of the Service ("Terms and Conditions").

These Terms and Conditions supersede and replace any prior terms and conditions associated with the Service. The words "we," "us," and "our" refer to Charles Schwab Trust Bank ("Trust Bank"), and the words "you" and "your" refer to the individual(s) or entity identified on the account(s) and using the Service, as well as anyone authorized under the applicable Charles Schwab Trust Bank Directed Employee Benefit Trust or Custody Agreement to instruct Trust Bank with respect to transactions in the account that are initiated by using the Service.

The origination of ACH Entries and the transmission and issuance of other transactions and information via the Service will be pursuant to (i) these Terms and Conditions and (ii) the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines (collectively, "NACHA Rules"), as they may be updated from time to time. You acknowledge that when you use the Service we are bound by and required to comply with the Operating Rules and Guidelines of the National Automated Clearing House Association.

These Terms and Conditions will govern all transactions initiated under the Service, and your use of such Service will confirm that you have received, reviewed, and agreed to be bound by the Terms and Conditions, including, without limit, any amendments, until you cancel the Service as described in the Terms and Conditions. The Terms and Conditions contained in Section 21 apply to Trust Bank accounts serviced by an independent recordkeeper ("TPA") or any other authorized User on the Schwab Retirement Center ("SRC") website. Please read the Terms and Conditions carefully and retain the documentation for future reference.

## 1. Trust Bank Electronic Funds Transfer Service

This Service allows for movement of funds between your Trust Bank trust or custody account and an external account at a bank or other financial institution ("External Account") using the Automated Clearing House (ACH) network. Through this Service, you may originate Debit Entries or initiate reversals. You may authorize transactions upon your request without regard to any schedule (On-Request Transfers). It is your responsibility to provide Trust Bank with entries and instructions and all of the required information to complete the requested transactions. All transactions are subject to acceptance by Trust Bank. Trust Bank may reject or delay processing of transactions if instructions are incomplete, are inaccurate, or otherwise do not meet the required criteria for acceptance. All requests must be submitted completely and accurately, and received before Trust Bank's established cutoff time for processing to begin on that ACH processing day. This Service is available through our regular customer service channels, including SRC, or by calling 877-319-2782. This Service is available only for domestic transactions between Trust Bank and financial institutions located within the United States. You may not use the Service to authorize transactions with financial institutions outside the territorial jurisdiction of the United States.

## 2. ACH Authorization

You hereby authorize Trust Bank to (i) originate Debit Entries to the External Account (initiate a transfer of funds from the External Account to your Trust Bank account) and to debit that account, and (iii) initiate reversals or requests for return of erroneous or duplicate Debit Entries and to credit or debit the External Account as appropriate. This authorization will remain in full force and effect until Trust Bank has received written notification from you of its termination or until you have designated an External Account as "inactive" through SRC. Trust Bank must receive this

notification of termination in a time and manner so as to give Trust Bank and the other financial institution a reasonable opportunity to act on your instructions.

### 3. Service Setup and First Funds Transfer; Warranties

To the extent allowable by your other financial institution, you may authorize Trust Bank to initiate a connection between your Trust Bank account and your External Account in order to link the accounts and set up the Service. In order to initiate this connection, it is necessary for Trust Bank and our third-party service provider to access the websites and databases of your other financial institution to obtain the necessary verification information and set up the External Account for funds transfers to your Trust Bank account.

To the extent allowable, you will be deemed to make the same warranties to Trust Bank as Trust Bank makes pursuant to the NACHA Rules. Further, you represent and warrant that you are the legal owner or are authorized to act on behalf of the legal owner of the External Account and that you have the authority to access the account, designate us as your agent, and enroll the External Account in the Service. In addition, by enrolling any External Account, you represent and warrant that you have the authority, acting individually and without notice to any other account holder, to submit the enrollment request to Trust Bank as fully and completely as if you were the sole account holder of the outside account and that all other owners of the account have authorized you to submit the request to Trust Bank. You further represent and warrant that the information you are providing to Trust Bank is true, current, correct, and complete. You hereby authorize and permit Trust Bank and our third-party service provider to use information submitted by you to set up the Service, effect funds transfers, and to configure the Service to be compatible with the External Account. You further represent and warrant that you will use this Service for lawful purposes and that each Entry you originate will comply with all applicable U.S. laws and regulations.

Once Trust Bank and/or our service provider has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, the authority granted to Trust Bank under this Agreement is automatically revoked, provided, however, that any act done by Trust Bank and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. You understand and agree that at all times your relationship with the External Account provider is independent of Trust Bank and your use of the Service. You agree that Trust Bank is not responsible for any acts or omissions by the other financial institution or other provider of any account, including without limitation any modification, interruption, or discontinuance of the External Account by such other financial institution or provider.

Setup and verification of your External Account will be accomplished by sending a \$0 prenote ACH transaction that tests your transaction instructions through the ACH network. If your External Account information is correct, the \$0 ACH Entry will not be rejected. It is possible that an ACH \$0 prenote may be rejected subsequent to you or your TPA initiating an ACH Debit transaction which may result in an overdraft or other trade errors which may result in losses being incurred by your Trust Bank trust or custody account.

Errors made with respect to account names, financial institution names, or American Bankers Association (ABA) numbers during account setup should be reported to Trust Bank immediately. Transactions will be processed based solely on account number and ABA number without regard to account name. You agree that Trust Bank is not responsible for verifying the information that you provided and is not responsible for verifying that account numbers and account names match one another. In addition, outside financial institutions will not resolve differences between account number and name when receiving transfer instructions, but will act solely on the account number provided.

### 4. Electronic Funds Transfer Service On-Request Transfers

You may, with adequate notice to Trust Bank, request a nonrecurring transfer into your Trust Bank account to take place on a specified day. For transfer dates that fall on a weekend or holiday, your transfer will be completed the next business day following the weekend or holiday. Please note that you must contact Trust Bank using SRC by 6:00 p.m. ET for the request to be made same day. Transfer instructions received or acknowledged by Trust Bank after 6:00 p.m. ET will be processed the next business day.

### 5. Electronic Funds Transfer Service Availability and Posting of Funds

For transfers from another financial institution into your Trust Bank account, you may wish to contact that institution to verify its requirements for funds availability for these types of transactions.

Electronic funds transfers into your Trust Bank account from your other financial institution will be credited to your Trust Bank account on the day funds are received.

## 6. Disclaimer of Warranties; Open Network Access and Equipment

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, STATUTORY, OR IMPLIED, WITH REGARD TO THE SERVICE ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AS WELL AS WARRANTIES OF NONINFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE SERVICE. NEITHER TRUST BANK NOR ITS THIRD-PARTY DATA AND SERVICE PROVIDERS WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

Use of this Service may be available through Internet and/or network access or a mobile device and may require software. You agree that you are solely responsible, at your own expense, for obtaining, installing, maintaining, and operating all browsers, software, hardware, mobile applications, and telecommunications or other equipment necessary for access and use of the Service. You acknowledge that there are certain risks relating to transmission error, security, corruption of data and equipment, and access availability associated with the Internet and open network access, and you expressly assume those risks. You acknowledge that you have made an independent assessment of the adequacy of the Internet, as well as any hardware, software, equipment, or security procedures required to use the Service. You agree that you are solely responsible for maintaining the equipment needed for the use of this Service and for keeping current with any updates or changes to the Service or Terms and Conditions as well as the terms and conditions with your mobile provider or telecommunications service.

## 7. Indemnity

You agree to indemnify Trust Bank and its employees, officers, directors, and agents, and hold them harmless from and against any and all losses, claims, demands, liabilities, or expenses (including attorneys' fees and costs) resulting directly or indirectly from (i) the compliance of Trust Bank and the other financial institution with any request that you may make and (ii) your breach of any warranty made in these Terms and Conditions or in the notice entitled "Important Information About Your Informed Consent to Authorize ACH Debit Accounts Online."

## 8. Requesting Changes to Your Existing Electronic Funds Transfer Instructions

You may request that changes be made to your transfer date, the dollar amount, and the start date of your Service. You may request these changes through SRC or by calling your Trust Bank client service manager. Written or electronic authorization may be required for all changes regarding your financial institution.

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Changes made using paperless authorization can be made up to 5:55 p.m. ET on the date of the transfer to effect the changes prior to the transfer. Changes made using manual authorization must be made at least two (2) business days prior to the transfer date to effect the changes to the transfer. Any changes to the information about your other financial institution (such as the account number or transit routing number) will be verified by sending a \$0 prenote ACH transaction that tests your transaction instructions through the ACH network. If your External Account information is correct, the \$0 ACH Entry will not be rejected. It is possible that an ACH \$0 prenote may be rejected subsequent to the initiation of an ACH Debit transaction which may result in an overdraft or other trade errors which may result in losses being incurred by your Trust Bank trust or custody account.

## 9. Confirmation of Transfers

All Trust Bank Electronic Funds Transfer transactions will appear on your Trust Bank account statement and on SRC. You may also confirm an Electronic Funds Transfer by calling us at 877-319-2782.

## 10. Canceling the Service

You may cancel the Service as permitted through SRC or by calling us at 877-319-2782.

Trust Bank reserves the right to cancel the Service, at its election, for any reason, without advance notice.

## 11. Statement of Trust Bank's Position on Waivers

No course of dealing, nor any failure or delay in Trust Bank's exercise of any right under this Agreement or any right available by law or in equity, shall be deemed a waiver of such right. No waiver or consent in any instance by us shall be deemed a waiver or consent by us in any later instance.

## 12. Limitation of Liability

YOU AGREE THAT TRUST BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (A) TRUST BANK'S SETUP OR ACCESS (OR THAT OF OUR THIRD-PARTY SERVICE PROVIDER) TO THE EXTERNAL ACCOUNT; (B) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR ELECTRONIC FUNDS TRANSFER INSTRUCTIONS; (C) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNT; (D) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNT; AND (E) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR PROVIDERS OF THE EXTERNAL ACCOUNT.

In no event will Trust Bank be liable for any special, indirect, consequential, liquidated, or punitive damages, or any attorneys' fees, costs, or other expenses of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages.

## 13. Joint and Multiple-Party Accounts

If there is more than one account holder, each account holder is jointly and severally liable for obligations and transactions resulting from the Service. As stated in your Account Agreement with Trust Bank, each account holder has authority, acting individually and without notice to any other account holder(s), 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 account holder and to transfer funds in such accounts to any account holder or upon any account holder's instructions. 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 multiple account holders. We reserve the right to require written instructions from all account holders, at our sole discretion.

We reserve the right, but are not obligated, to place restrictions on an account in the event we receive notice of a dispute among, or conflicting instructions from, joint account holders.

Any notice we send or transmit to one account holder will be notice to all account holders.

## 14. Changes in Account Ownership

These Terms and Conditions will remain in effect until you cancel the Service, even if there is a change in the ownership status of your Trust Bank account or your account at the bank or other financial institution.

## 15. Other Agreements

Your use of the Service is also governed by other agreements that you have consented to as a Trust Bank customer. For example, your Directed Employee Benefit Trust or Custody Agreement with Trust Bank contains a predispute arbitration agreement. These agreements may be obtained by contacting Trust Bank. You should review those agreements for any applicable fees, restrictions, or obligations that might affect your use of an account with the Service. The provisions of the applicable agreement are incorporated into these Terms and Conditions by reference.

## 16. Business Day

Our business days are Monday through Friday, excluding U.S. stock exchange holidays and U.S. banking holidays. If a funds transfer is scheduled for a day other than a business day, we will make it on the following business day.

## 17. Our Liability for Failure to Make Transfers

We will not be liable if (a) through no fault of ours, you do not have enough money in your account to make the transfer; (b) the transfer would go over the credit limit on your overdraft line (connected to the account in question); (c) the Service or system was not working properly and you were aware of the breakdown or interruption upon starting the transfer; (d) circumstances beyond our control (such as fire, flood, earthquake, interruption of computer or communication facilities or equipment failure, or other emergency condition or circumstance beyond our control) prevent the transfer despite reasonable precautions that we have taken; (e) funds in your account are subject to legal process or other encumbrance restricting such transfer; or (f) the loss or damage falls within the provisions of the limitation of liability stated in our agreement with you.

## 18. In Case of Errors or Questions

In case of errors or questions about your electronic funds transfers, if you think your statement or confirmation letter is wrong, or if you need more information about a transfer listed on your statement, call us as soon as you can at 877-319-2782, Monday through Friday, 10:00 a.m. to 7:00 p.m. ET.

## 19. Amendments

We may add, delete, or amend terms or services at any time, including fees and charges for the Service. We will notify you of such changes by mail, by email, or by posting a notice of a change online. Use of the Service after the effective date of the change will constitute your acceptance of such amendment.

## 20. Use of Electronic Services

Trust Bank may, from time to time, make certain features and transaction abilities available through SRC. You agree that use of the Service through SRC is also subject to the SRC terms and conditions to which you have previously agreed and which is incorporated by reference into these Terms and Conditions. Specifically, you agree to be bound by any instruction, request, affirmation, assent, or agreement you transmit through SRC, including, but not limited to, any consent you give to receive communications from us solely through electronic transmission. Trust Bank reserves the right to terminate or limit your access to, or features of, the Service (or any portion of it) through SRC (or any portion of them) in its sole discretion, without notice and without limitation, for any reason whatsoever.

If you access the Service via SRC, you must provide us with an email address for receipt of notices regarding the Service. You agree we may provide you any written notice mentioned in these Terms and Conditions via the email address you have provided us. If your email address changes or becomes disabled for any reason at any time, you agree to notify us immediately.

## 21. Trust Bank Electronic Funds Transfer Service Addendum

If you authorized your TPA or any other SRC User to instruct Trust Bank on your behalf, your TPA or other authorized SRC User may instruct Trust Bank with respect to Electronic Funds Transfers between your Trust Bank account and an account at another financial institution ("External Account") without any further authorization from you.

The authority you may provide your TPA or other authorized SRC User also includes (i) giving Trust Bank instructions on your behalf and changing existing instructions (whether previously given by you, your TPA, or other authorized SRC User) for One-Time (On-Request) Transfers, (ii) stopping transfers, (ii) canceling the Service, and (iv) reestablishing the Service as it was before cancellation within 60 days of cancellation.

Please note that your TPA or other authorized SRC User is not permitted to enroll additional Trust Bank accounts or External Accounts in the Service. Trust Bank requires your written authorization to take these actions.

The above Electronic Funds Transfer Service Terms and Conditions and Trust Bank Electronic Funds Transfer Service Addendum governing your use of the Service are hereby incorporated by reference into your applicable Directed Employee Benefit Trust or Custody Agreement.