

Please fill out the Client Information Sheet below  
and sign pages 5 and 6

## Client Information Sheet

Plan Information			
Plan Sponsor:			
Plan Name:			
Date:	Month	Day	Year
Plan Sponsor Contact			
Plan Sponsor Contact:	Name	Title	
Plan Sponsor Address:			
Plan Sponsor Address:	City	ST	Zip

Recordkeeper Information			
Company / Recordkeeper:			
Telephone:			
Email:			
Recordkeeper Address:			
Recordkeeper City, ST Zip:	City	ST	Zip

## Schwab Bank Savings Addendum For Non-Qualified Deferred Compensation Plan Accounts

This Addendum to the Charles Schwab Trust Bank Non-Qualified Deferred Compensation Plan Trust Agreement or the Non-Qualified Deferred Compensation Plan Custody Agreement (the “Addendum”) is entered into by and between the Company or trustee identified on the Execution Page (the “Company,” as such term as defined in the applicable Non-Qualified Deferred Compensation Plan Trust or Custody Agreement) and Charles Schwab Trust Bank (“Trust Bank”).

This Addendum is intended to address certain requirements relating to the establishment of a money market deposit account (“MMDA”) held at Schwab Trust Bank for the benefit of the certain non-qualified, deferred compensation plan or plans, and if applicable a Plan’s associated trust, identified on the Execution Page (each a “Plan”).

Trust Bank and the Company entered into a Non-Qualified Deferred Compensation Plan Trust or Custody Agreement, as amended from time to time (the “Agreement”). The Company wishes to establish Schwab Bank Savings (“SBS”) (defined below) as a capital preservation feature under the Plan whose assets are held by Trust Bank pursuant to the terms of the Agreement. SBS offers Plans the ability to deposit all or a portion of the funds in the Plan’s account into a money market deposit account (“MMDA”), a type of savings deposit, at Trust Bank.

Trust Bank and the Company desire to supplement the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises set forth herein, the parties agree as follows:

- 1. MMDA and Cut-Off Times.** Trust Bank, as agent, custodian and messenger for the Plan, has established an MMDA in its name to permit deposits by retirement and other plans for which it acts as directed trustee or custodian. Trust Bank, as agent for the Plan, will maintain records of the deposit balances in the MMDA held by the Plan for the benefit of the Plan (the “Plan MMDA”), including records of deposits into and withdrawals from the Plan MMDA. For the avoidance of doubt, the Company acknowledges and agrees that Trust Bank does not maintain Plan participant accounts or records with respect to a participant’s interest, if any, in the Plan MMDA. Trust Bank, in its capacity as agent, custodian, and messenger for the Plan, will effect all deposits, withdrawals, and other transactions in the Plan MMDA utilizing the established process for trade instructions and in accordance with instructions provided to it by the applicable authorized Plan fiduciary (the “Fiduciary”) or its delegate.
- 2. Company Obligations.** The Company shall or shall cause the Fiduciary or a service provider engaged by the Company to
  - i. Provide directions to Trust Bank to deposit to or withdraw funds from the Plan MMDA in accordance with the Plan’s provisions;
  - ii. Perform appropriate reconciliation between the Plan’s records and Trust Bank’s Plan MMDA records;

- iii. Allow reasonable access to Trust Bank's internal auditors, federal banking examiners, independent outside auditors and other authorized representatives to audit its books and records;
  - iv. Upon request of Trust Bank, prepare and deliver to Trust Bank Plan MMDA information; and
  - v. Maintain an emergency system to ensure that the books and records of the Plan will be retrievable within a reasonable period in the event of computer failure, malfunction, or other disaster.
- 3. Reasonable Rate.** The Company has an ongoing fiduciary obligation to determine that the interest rate for Schwab Bank Savings is reasonable and that both the initial selection and continued use of Schwab Bank Savings by the Company's plan is prudent and proper in light of other investment options available.
- 4. Capital Preservation Vehicle.** Trust Bank offers access to a money market deposit product described in 12 C.F.R. Section 204.2(d)(2) (referred to as "Schwab Bank Savings"). To the extent the Company or another authorized fiduciary, including an Investment Manager, desires to add Schwab Bank Savings as an option under the Plan, the Company or such other authorized fiduciary will instruct Trust Bank to establish a deposit account at Trust Bank to provide access to Schwab Bank Savings. In such event, the Company or other authorized fiduciary, shall instruct Trust Bank to establish a Schwab Bank Savings account for the Plan with Trust Bank as the depository institution. If Schwab Bank Savings is added as an investment option under the Plan, the Company or other authorized fiduciary shall through its written instruction to Trust Bank acknowledge receipt of and agreement to the current terms and conditions governing Schwab Bank Savings, the disclosures containing information on Schwab Bank Savings, the manner in which interest rates on Schwab Bank Savings accounts will be determined, and terms governing the frequency of interest rate changes. The Company or other authorized fiduciary will independently determine that the interest rates offered under Schwab Bank Savings and Trust Bank's interest rate determination and modification process is, in all respects, reasonable. The Company or other authorized fiduciary has the sole responsibility to determine that such interest rates are reasonable and also has the responsibility to determine that the use of Schwab Bank Savings is both prudent and proper in the context of its overall responsibility to establish investment options under the Plan. The Company or other authorized fiduciary has the sole responsibility to monitor the reasonableness of interest rates payable on Schwab Bank Savings, including all prospective interest rate changes. The Company, Plan administrator, or other authorized fiduciary shall notify Trust Bank if it determines that such rates are no longer reasonable.
- 5. Amendment.** This Addendum may be amended by Trust Bank at any time upon written notice to the Company; provided, however, that if the Company objects to such amendment and provides notice of termination of this Addendum, then such amendment will become effective 60 days' after the date upon which Trust Bank provides notice of such amendment to the Company. This Addendum may also be amended at any time by written amendment adopted by the Company and Trust Bank.
- 6. Miscellaneous.**
- a) Except as supplemented hereby, the Agreement shall remain in full force



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and effect.

b) This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized officers as of the day and year first written below.

**Agreed and Accepted (Signatures Required):**

**EFFECTIVE DATE:** \_\_\_\_\_

**COMPANY**

Plan Sponsor Name (please print)			
Plan Name (please print)			
Address	City	State	Zip Code
Email			

**Signature and Date Required**

<b>X</b> Authorizing Person Signature	Date
Print Name	Title

**CHARLES SCHWAB TRUST BANK**

**Signature and Date Required**

<b>X</b> Authorizing Person Signature	Date
Print Name	Title



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## Schwab Bank Savings Instruction Form for Non-Qualified Deferred Compensation Plan Accounts

The undersigned plan sponsor, administrator or other fiduciary as named fiduciary (the "Plan Sponsor") or the undersigned duly appointed investment manager ("Investment Manager") (the Plan Sponsor or Investment Manager shall be referred to as the "Investment Fiduciary") under the Non-Qualified Deferred Compensation Plan Directed Employee Benefit Trust or Custody Agreement (the "Agreement") serving as the funding medium for the employee benefit plan identified below (the "Plan") hereby instructs Charles Schwab Trust Bank ("Trust Bank") to attach to the Plan's account (the "Account") Schwab Bank Savings as described in the attached Terms and Conditions for Schwab Bank Savings (the "Terms and Conditions"). The Investment Fiduciary agrees to the terms set forth in the Terms and Conditions.

The undersigned Investment Fiduciary's authority includes, without limitation, (i) the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options, mutual fund shares, evidences of indebtedness and any other securities or deposit products, instructions or contracts related to securities and (ii) where necessary, the authority to complete any such transaction, transfer, convert, endorse, or take such other actions with regard to securities, deposit products or financial instruments as are needed to effect such transactions. Trust Bank is authorized to act on such directions issued by and received from the undersigned Investment Fiduciary.

### RECORDKEEPER INFORMATION

Firm Name:		
Address:		
City	State	Zip Code
Telephone:		Email:

### INVESTMENT FIDUCIARY INFORMATION

Plan Sponsor/Investment Manager Name (please print)
Plan Name (please print)

#### Plan Sponsor or Investment Manager (Signature and Date Required)

**X**

Authorizing Person Signature

Date

Print Authorized Person

Title

*Please detach and retain the following Money Market Deposit Account (MMDA) Terms and Conditions for your records.*



## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

THESE TERMS AND CONDITIONS set forth the terms governing a money market deposit account described in 12 C.F.R. Section 204.2(d)(2) of the Federal Reserve Board's Regulation D ("Regulation D") (an "MMDA") at Trust Bank which has been or will be attached to a non-qualified retirement plan account and, if applicable, the plan's associated non-qualified deferred compensation plan trust (collectively the "Plan").

Charles Schwab Trust Bank is a Nevada savings bank and acts as directed trustee or custodian for the Plan.

Trust Bank has entered into a Non-Qualified Deferred Compensation Plan Trust Agreement or Custody Agreement, the terms of which apply to and supplement these Terms and Conditions.

Trust Bank, as exclusive agent for the benefit of various retirement plans for which it acts as directed trustee or custodian, has established an MMDA in its name on behalf of Plans for which it acts as directed trustee or custodian (the "Custodial MMDA").

The Custodial MMDA is a book-entry on Trust Bank's records that represents all of the MMDAs of the Plans for which the Business Trust Division acts as directed trustee or custodian as evidenced by records maintained by the Business Trust Division (each a "Plan MMDA").

The Plan MMDA is offered as a capital preservation feature known as "Schwab Bank Savings."

The Plan Sponsor and Trust Bank intend that the Plan MMDA will be eligible for federal deposit insurance by the Federal Deposit Insurance Corporation (the "FDIC") for the maximum aggregate amount of principal and interest available to such Plan pursuant to applicable laws and regulations.

1. Establishment of the Custodial MMDA. The Custodial MMDA has been established by Trust Bank, as agent, custodian, and, through its Trust Operations Group, as messenger for the Plans for which it acts as directed trustee or custodian, on the books of Trust Bank in the name of "Charles Schwab Trust Bank as exclusive agent for the benefit of various plans for which it acts as trustee or custodian, each acting for their Participants."

2. Role of Trust Bank.

(a) Trust Bank acts as agent, custodian and, through its Trust Operations Group, as messenger for each Plan and maintains records of the Plan MMDA, including records of deposits into and withdrawals from the Plan MMDA.

(b) All deposits, withdrawals and other transactions in the Custodial MMDA shall be effected only by Trust Bank, at the direction of the Plan Sponsor or its delegate or a duly appointed investment manager (an "Investment Manager"), if applicable, as defined in the Plan, and not directly the Plan Sponsor, its delegate or, if applicable, the Investment Manager. Trust Bank shall act only on behalf of the Plan and not Trust Bank when carrying out transaction instructions.

3. The Role and Authority of the Plan Sponsor.

(a) The Plan Sponsor has the following obligations for which it may enter into a services agreement with a third party or actuary to carry out on its behalf. The Plan Sponsor or such



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## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

service provider shall perform the following:

(i) provide the directions to Trust Bank set forth in Sections 2, 5, 7 and 8 of these Terms and Conditions and the information to Trust Bank set forth in Section 7(b) of these Terms and Conditions ;

(ii) maintain an emergency system for books and records in accordance with Section 10(b) of these Terms and Conditions;

(iii) maintain records that permit the computation of the value of each employee's non contingent interest in the Plan in the manner described in 12 CFR Section 330.14(c)(2) and any additional information required to complete any actuarial declarations required from time to time by the FDIC required in connection with a claim for deposit insurance and shall provide such records to Trust Bank upon reasonable request;

(iv) perform such other reasonable obligations and requirements as Trust Bank may from time to time require of the Plan Sponsor or provide such other reasonable documentation required in connection with these Terms and Conditions.

(b) The Plan Sponsor assumes the sole and complete responsibility to maintain the records and provide the information set forth in Section 3(a) of these Terms and Conditions. If applicable, the Plan Sponsor shall provide to Trust Bank documentation demonstrating that a service provider has assumed and is executing all of the obligations to retain records with respect to Participant MMDA's as required by these Terms and Conditions.

(c) Delegation of its obligations under this Section 3 of these Terms and Conditions by the Plan Sponsor to a service provider shall be governed by Section 17 of these Terms and Conditions.

(d) The Plan Sponsor authorizes Trust Bank to accept any directions provided by a service provider under these Terms and Conditions. Trust Bank has no liability for any actions taken in accordance with such directions.

#### 4. Terms and Conditions of the MMDAs.

a) Unless otherwise required by law or regulation, the Plan MMDA is governed by the following terms and conditions:

(i) no commitment shall be made to pay an interest rate or to employ a method of calculation of an interest rate on the funds deposited in a Plan MMDA for a period longer than permitted by applicable law, regulation or rule;

(ii) there shall be no maturity on the Plan MMDA;

(iii) there is no restriction on the number of any additional deposits to the Plan MMDA;

(iv) the Plan MMDA is not transferable;

(v) withdrawals from the Plan MMDA are permitted only in accordance with





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## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

Section 8(a) of these Terms and Conditions;

(vi) no checks shall be furnished by Trust Bank for check writing purposes directly against the Plan MMDA; and

(vii) the Plan MMDA is subject to any and all terms and conditions as may from time to time be imposed on any account described in 12 C.F.R. Section 204.2(d)(2) by any applicable law, regulation or rule or by any other determination of any governmental or regulatory authority.

(b) Trust Bank has the right to require seven days' prior written notice of any withdrawal of funds from the Custodial MMDA; provided, however, that Trust Bank has agreed that if it elects to exercise this right, it shall, subject to applicable regulatory limitations, exercise this right as to all accounts established at Trust Bank under 12 C.F.R. Section 204.2(d).

5. Procedures for Deposits to Custodial MMDA. The Plan Sponsor, the Plan Sponsor's delegate, or an Investment Manager, if applicable, may on any Business Day (as defined below) direct Trust Bank to deposit funds into the Plan MMDA utilizing the established process for trade instructions. Such deposits will be made from immediately available funds by a wire transfer that aggregates all net deposits into the Plan MMDA on such Business Day. If such deposit instructions are received by Trust Bank no later than 10:30 AM Pacific Time or, for Non-Same Day Exchange plans, or 9:00 PM Pacific Time for Same Day Exchange plans (or such other cut-off time as may be established by Trust Bank from time to time) on any Business Day, the Trust Operations Group, as messenger for the Plan, will execute the instruction on the next Business Day. If Trust Bank receives instructions after 10:30 AM Pacific Time for Non-Same Day Exchange plans, or 9:00 PM Pacific Time for Same Day Exchange plans on any Business Day (or after such other time as may be established by Trust Bank from time to time), the Trust Operations Group, as messenger for the Plan, will execute the instruction on the second Business Day following receipt of the instruction. Notwithstanding the foregoing, the Plan Sponsor, the Plan Sponsor's delegate, or an Investment Manager, may impose a cut off time that is earlier than the cut off time established by Trust Bank. The Plan Sponsor shall enter into a services agreement with its delegate or Investment Manager that sets forth the expected times that its delegate or Investment Manager shall deliver deposit instructions to Trust Bank. On any Business Day, Trust Bank may aggregate deposit instructions from its other clients' retirement plans for which it acts as directed trustee or custodian and make a single deposit to the Custodial MMDA. In all cases, funds shall be deposited by such wire transfer and credited to the Custodial MMDA in Trust Bank's ledger balance on the Business Day that instructions are received by Trust Bank. The term "Business Day" shall mean any day on which both Trust Bank and the New York Stock Exchange are open for business.

6. Interest Rates. (a) The interest rate payable by Trust Bank on the Plan MMDA during any day shall be set by Trust Bank and calculated on the basis of the actual days elapsed in a year of 365 days. Such rate will remain in effect until the effective date of any rate change for which notification is provided in accordance with these Terms and Conditions. Trust Bank will provide notice of the rate in effect, as modified from time to time. If applicable, the Plan Sponsor hereby instructs Trust Bank to communicate the interest rate directly to the Plan Sponsor's delegate or otherwise make such rate available to an applicable Investment Manager, if applicable.

(b) Upon ten (10) days' prior notice, Trust Bank may change any or all of the following: (i) the day on which it sets the interest rate, (ii) the time at which it sets the interest rate and (iii) the



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## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

time period during which the interest rate is fixed.

(c) Interest shall be compounded daily and credited monthly to the principal for the Plan MMDA on the last Business Day of the calendar month, or on such other date as may be agreed to by the Plan Sponsor and Trust Bank. Interest will begin to accrue on funds deposited to the Plan MMDA on the same day on which such funds are credited to the Plan MMDA in accordance with the provisions of Section 5 hereof, and will accrue to, but not including, the day on which funds are withdrawn from the Plan MMDA. If the Plan Sponsor, its delegate, or an Investment Manager, if applicable, instructs the withdrawal in full of the balance in the Plan MMDA before accrued interest is credited, interest will be credited to the Plan's trust or custody account either at the time of the withdrawal or after month-end.

7. Reconciliation. (a) On each Business Day, or as otherwise required by applicable regulations and regulatory interpretations, Trust Bank is hereby authorized to provide the Plan Sponsor or its delegate, with information concerning the balances in, and the accrued interest on, the Plan MMDA as reflected on the books and records of Trust Bank.

(b) In the event of a discrepancy between the information reflected on the books and records of Trust Bank and the aggregate deposit information on the books and records of the Plan maintained by the Plan Sponsor or its delegate, Trust Bank and the Plan Sponsor or its delegate will promptly review such transaction records as are necessary to determine the basis of the discrepancy and take appropriate and necessary action to reconcile the discrepancy.

8. Withdrawals from and Closure of Plan MMDA. (a) The Plan Sponsor, its delegate or an Investment Manager, may on any Business Day direct Trust Bank to withdraw funds from the Plan MMDA to satisfy net withdrawals from the Plan's trust or custody account or to reallocate among other Plan investments utilizing the established process for trade instructions. If instructions for a withdrawal from the Plan MMDA are received by Trust Bank no later than 10:30 AM Pacific Time for Non-Same Day Exchange plans, or 9:00 PM Pacific Time for Same Day Exchange plans (or such other time as may be established by Trust Bank from time to time) on any Business Day, the Trust Operations Group, as messenger for the Plan, will execute the withdrawal instruction on the next Business Day. If instructions for a withdrawal from the Plan MMDA are received by Bank after 10:30 AM Pacific Time for Non-Same Day Exchange plans, or 9:00 PM Pacific Time for Same Day Exchange plans (or after such other time as may be established by Trust Bank from time to time) on any Business Day, the Trust Operations Group, as messenger for the Plan, will execute the withdrawal instruction on the second Business Day following receipt of the instruction. Notwithstanding the foregoing, the Plan Sponsor, the Plan Sponsor's delegate, or Investment Manager may impose a cut off time that is earlier than the cut off time established by Trust Bank. In each case, withdrawals shall be made no more than once a day on any Business Day pursuant to instructions delivered to Trust Bank. On any Business Day, Trust Bank may aggregate the withdrawal instructions from all Plans for which it acts as directed trustee or custodian and make a single withdrawal from the Custodial MMDA. Trust Bank shall evidence its receipt of the withdrawal and transfer instructions for immediately available funds representing the aggregate of such withdrawals to be made by the Trust Operations Group, as messenger for the Plan. Upon its receipt of such payment for withdrawal or transfer, Trust Bank shall have no further obligation with respect to the funds represented by such withdrawal or transfer other than the obligation to pay any accrued and unpaid interest relating to those funds.

(b) The Plan MMDA may be closed only by Trust Bank.



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## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

9. Offsetting Deposits and Withdrawals. On any Business Day, Trust Bank may offset the aggregate withdrawal instructions from Plan MMDAs it has received on behalf of retirement or other plans for which it acts as directed trustee or custodian against the aggregate deposit instructions into Plan MMDAs it has received from such retirement or other plans, including the Plan, for which it acts as directed trustee or custodian and make a single net deposit into, or withdrawal from, the Custodial MMDA.

10. Books and Records Concerning Deposit Insurance. The Plan Sponsor has the following obligations:

(a) The Plan Sponsor, its delegate or service provider retained by the Plan Sponsor, shall allow reasonable access, from time to time upon request, to Trust Bank's internal auditors, Trust Bank's federal or state banking examiners, Trust Bank's independent outside auditors and other authorized representatives of the federal and state bank regulatory agencies that have appropriate jurisdiction over Trust Bank, to conduct an audit or other regulatory review or exam of the books and records of the Plan with respect to compliance with Regulation D and other applicable laws and regulations. The Plan Sponsor shall or shall cause its delegate or other service provider, to cooperate with Trust Bank and such agencies to the extent necessary to enable Trust Bank to comply with its obligations under Regulation D and other applicable laws and regulations.

(b) The Plan Sponsor, its delegate or other service provider retained by the Plan Sponsor, shall at all times maintain an emergency system to ensure that the books and records concerning the Plan's records will be retrievable within a reasonable period of time in the event of a computer failure or malfunction, or other disaster.

(c) Upon request of Trust Bank, the Plan Sponsor, its delegate or other service provider, shall prepare and deliver to Trust Bank within such period as may be reasonably requested by Trust Bank, the following information with respect to any date(s) designated by Trust Bank in electronic form or other form acceptable to Trust Bank:

(i) any information required by Trust Bank to fulfill its reporting obligations related to FDIC insurance coverage;

(ii) such other information as Trust Bank may reasonably request to facilitate or demonstrate its compliance with withdrawal restrictions under Regulation D (or any successor regulation).

11. Representations and Warranties of Trust Bank. Trust Bank represents and warrants as follows:

(a) Trust Bank is a Nevada savings bank duly organized and validly existing under the laws of Nevada.

(b) These Terms and Conditions have been duly authorized by Trust Bank and constitute a legal, valid and binding obligation of Trust Bank, except as enforcement may be limited by bankruptcy, insolvency, conservatorship, receivership, liquidation or other similar laws affecting generally the enforcement of creditors' rights.



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## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

(c) The consummation of the transactions herein contemplated, the fulfillment of, or compliance with, the terms and provisions hereof will not conflict with, or result in a breach of, any of the terms, conditions or provisions of:

(i) any federal banking law, regulation, or rule applicable to Trust Bank and its Business Trust Division;

(ii) the charter or bylaws of Trust Bank; or

(iii) any agreement to which Trust Bank is a party or by which it may be bound.

(d) Prior to the performance of any of its obligations hereunder, Trust Bank will obtain and/or provide all required consents, approvals, waivers or other authorizations that are required in connection with the execution, delivery or performance by Trust Bank, of the transactions contemplated by these Terms and Conditions.

(e) Trust Bank is a member of the FDIC. The Plan MMDA will be eligible for FDIC insurance for the maximum aggregate amount of principal and interest available under applicable law, subject to (i) FDIC aggregation rules for other accounts held by the Plan with Trust Bank; (ii) Trust Bank maintaining the Custodial MMDA as set forth in Section 1 herein; and (iii) the maintenance of the Plan's records by the Plan Sponsor, its delegate or other service provider, as set forth in Section 10(a) herein. Trust Bank will notify the Plan Sponsor immediately of any action by the FDIC or Trust Bank to terminate Trust Bank's insured status.

(f) Except as disclosed in writing to the Plan Sponsor, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body pending or, to the knowledge of Trust Bank, threatened against or enjoining the ability of Trust Bank with respect to the fulfillment of its obligations hereunder.

(g) Except as disclosed in writing to the Plan Sponsor, Trust Bank is not the subject of or party to any memorandum of understanding or any supervisory agreements, cease-and-desist orders, consent agreements, or regulatory restrictions that would directly or indirectly affect its ability to fulfill its obligations hereunder.

(h) Trust Bank will provide all information that Trust Bank is required to provide deposit account holders under any federal or state law, rule or regulation governing deposits held under arrangements similar to those set forth herein, to the Plan Sponsor on behalf of the Plan.

(i) The Custodial MMDA will not be subject to any right, charge, security interest, lien or claim of any kind against the Plan in favor of Trust Bank or any person claiming through Trust Bank.

(j) Trust Bank has full corporate power to execute, deliver and perform its obligations under these Terms and Conditions.

12. Representations and Warranties of the Plan Sponsor. The Plan Sponsor further represents and warrants to, and agrees with, Trust Bank as of each date on which the Plan MMDA is maintained pursuant to these Terms and Conditions as follows:



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## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

(a) The Plan is a non-qualified deferred compensation plan and, if applicable, trust and any decision to deposit Plan assets in the Plan MMDA will be made by the Plan Sponsor or an Investment Manager.

(b) The Plan Sponsor has full corporate power to perform its obligations under these Terms and Conditions and has duly authorized and directed Trust Bank to perform its obligations hereunder on behalf of the Plan.

(c) The Plan Sponsor shall comply, or cause its delegate to comply, with the requirements set forth in Section 3 of these Terms and Conditions.

13. Program Descriptions and Statements. (a) The Plan Sponsor acknowledges that Trust Bank is not responsible for preparing or transmitting Participant Plan account statements.

(b) Trust Bank shall provide the Plan with an annual account statement with all deposits and withdrawals to the Plan MMDA, opening and closing balances and the interest paid during the statement period on the Plan MMDA (and the interest rate at the time of the statement).

14. Termination. These Terms and Conditions shall continue in full force and effect until the Plan MMDA is terminated by either party upon 60 days' notice to the other party, or upon termination of the applicable trust or custody agreement for the Plan, whichever occurs first. In the event that Trust Bank notifies the Plan Sponsor of its desire to terminate these Terms and Conditions for any reason, the Plan Sponsor hereby agrees that all new deposits will cease and existing deposits will be withdrawn from the Plan MMDA and invested in accordance with the notice provisions of the Trust Agreement or Custody Agreement, whichever is applicable.

15. Survival. Following the termination of these Terms and Conditions pursuant to Section 14 of these Terms and Conditions, (i) the terms contained in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 17, 21 and 22 of these Terms and Conditions shall survive until the Plan's MMDA is closed; and (ii) the terms contained in Sections 11, 12, 15, 16, 18, 19, and 20 shall survive the termination of these Terms and Conditions.

16. Confidentiality. (a) The Plan Sponsor and Trust Bank will safeguard and hold confidential from disclosure to unauthorized parties all non-public information relating to the Plan MMDA and the transactions contemplated herein. The Plan Sponsor and Trust Bank agree not to use information disclosed hereunder for any purpose unrelated to the Plan or the Plan MMDA. For purposes of the foregoing, only officers, trustees, directors and employees of either the Plan Sponsor or Trust Bank, including accountants, auditors and attorneys, shall be authorized parties on a "need to know basis" consistent with their respective positions, legal obligations and responsibilities.

(b) In the event a subpoena or other legal process concerning non-public information disclosed by Trust Bank to the Plan Sponsor or by the Plan Sponsor to Trust Bank is served upon the Plan Sponsor or Trust Bank, as the case may be, the Plan Sponsor or Trust Bank, as the case may be, agrees that it will, to the extent reasonably practicable, notify the other immediately upon receipt of such subpoena or other legal process and will reasonably cooperate with the other in any lawful effort by the other to contest the legal validity of such subpoena or other legal process.

17. Agreements with Third Parties. The Plan Sponsor may enter into agreements with third



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## Schwab Bank Savings MMDA Terms and Conditions for Non-Qualified Deferred Compensation Plan Accounts

parties, including a third party administrator or actuary as set forth in Section 3 herein, for the provision of services in connection herewith and the performance of the Plan Sponsor's obligations hereunder. The Plan Sponsor shall remain solely responsible for its obligations hereunder and the compensation of such third parties.

18. References to Statutes, Rules or Regulations. Any reference in these Terms and Conditions to any statute, rule or regulation is deemed also to refer to any amendment or successor provision to that statute, rule or regulation.

19. Attorneys' Fees. Notwithstanding any provision in these Terms and Conditions to the contrary, in the event of any suit or arbitration instituted by the Plan Sponsor or Trust Bank to enforce these Terms and Conditions, the prevailing party shall be entitled to such attorneys' fees and expenses as the court or arbitrator deems reasonable.

20. Limited Effect; Conflict with Other Agreements. (a) These Terms and Conditions shall govern only the services set forth herein and is in no way intended to affect any other arrangements, agreements, or understandings which exist between the Plan Sponsor and Trust Bank.

(b) In the event of a conflict between the provisions of these Terms and Conditions and any other agreement between Trust Bank and the Plan Sponsor, the provisions of these Terms and Conditions shall control.

21. Expenses. The Plan Sponsor and Trust Bank shall pay its own expenses incident the consummation of the transactions contemplated herein.

22. Notices. (a) All notices will be in writing and will be sent to addresses and contact information in the applicable trust or custody agreement.

(b) All notices to be sent or delivered hereunder shall be deemed to be given or become effective for all purposes of these Terms and Conditions is as follows: (i) when delivered in person, when given; (ii) when sent by mail, when received by the person to whom it is given, unless it is mailed by registered, certified or express mail, in which case it shall be deemed given or effective on the earlier of the date of receipt or refusal; and (iii) when sent by electronic mail, facsimile or other form of electronic transmission, 12 hours after the transmission with proof that it was sent to the correct electronic mail address, telephone number or similar address, as the case may be.