



TRUST BANK

# Client Information Sheet

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

Plan Information			
Plan Sponsor:			
Plan Name:			
Date:	Month	Day	Year
Plan Sponsor Contact Email:			
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



TRUST BANK

## Schwab Bank Savings Addendum for Participant Directed Plans

This Addendum to the Charles Schwab Trust Bank Directed Employee Benefit Trust Agreement or the Directed Employee Benefit 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 Directed Employee Benefit 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 Trust Bank for the benefit of the certain benefit plan or plans identified on the Execution Page (each a "Plan").

Trust Bank and the Company entered into a Directed Employee Benefit 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 Plan participants the ability to deposit all or a portion of the funds in their Plan accounts 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. Plan 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 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 its Plan participants (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 in the Plan MMDA.

**2. Company/Recordkeeper Obligations.** The Company and/or its recordkeeping service provider (a "Recordkeeper") shall:

- i. Provide directions to Trust Bank to deposit to or withdraw funds from the Plan MMDA in accordance with the directions of Plan participants and the Company;
- ii. Maintain, on a daily basis, books and records reflecting the dollar amount of each Plan participant's beneficial interest (daily balances and interest earned) in the Plan MMDA (the "Participant MMDAs"), identifying with respect to each Participant MMDA the name, address, and social security or tax ID number of the Plan participant, and any representative capacity in which the Plan participant is acting;

## Schwab Bank Savings Addendum for Participant Directed Plans

- iii. Calculate accrued interest for each Participant MMDA on a daily basis, and on a monthly basis, post interest to each applicable Plan participant's Plan account;
- iv. Perform daily reconciliation between its Participant MMDA records and Trust Bank's Plan MMDA records;
- v. Allow reasonable access to Trust Bank's internal auditors, federal banking examiners, independent outside auditors and other authorized representatives to audit the Participant MMDA books and records;
- vi. Provide Plan participants with the "Schwab Bank Savings Disclosure for Participants" substantially in the form of Attachment A to the Plan MMDA Terms and Conditions, as may be amended from time to time, and prepare and deliver periodic statements to Plan participants;
- vii. Upon request of Trust Bank, prepare and deliver to Trust Bank Participant MMDA information; and
- viii. On a quarterly basis, provide Trust Bank with certain information regarding Participant MMDA balances over and under \$250,000 in electronic form or other form acceptable to Trust Bank;
- ix. Maintain an emergency system to ensure that the books and records of the Participant MMDAs will be retrievable within a reasonable period in the event of computer failure, malfunction, or other disaster; and
- x. Post or otherwise make available to Plan participants the applicable interest rates for the Plan MMDA as soon as practicable after such rates are notified, or otherwise made available, to the Company or the Recordkeeper by Trust Bank.

**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 as a Plan feature is prudent and proper in light of other investment options available to Plan participants.

**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, the Plan's administrator or another authorized fiduciary, including an Investment Manager, desires to add Schwab Bank Savings as an option under the Plan, the Company, Plan administrator 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, Plan administrator 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

## Schwab Bank Savings Addendum for Participant Directed Plans

Company, Plan administrator 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, Plan administrator 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, Plan administrator 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, Plan administrator 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 unless 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 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.



TRUST BANK

Execution Page

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

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



TRUST BANK

## Schwab Bank Savings Instruction Form

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 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

*If instruction applies to an existing account:*

Plan Account Number

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



## Money Market Deposit Account (MMDA) Terms and Conditions

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 retirement plan for certain employees and the plan's associated retirement trust (collectively the "Plan") and offered to participants in the Plan ("Plan Participants")

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

Trust Bank has entered into a Directed Employee Benefit 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 Trust Bank acts as directed trustee or custodian as evidenced by records maintained by Trust Bank (each a "Plan MMDA");

For defined contribution plans, each Plan Participant's beneficial interest in the Plan MMDA (each a "Participant MMDA") will be evidenced by books and records maintained by the Plan's sponsor (the "Plan Sponsor") or recordkeeper (the "Recordkeeper") pursuant to an agreement or other arrangement between the Plan Sponsor and the Recordkeeper (the "Recordkeeper Agreement");

For defined contribution plans, the Participant MMDAs and for defined benefit plans, the Plan MMDA are each offered as a capital preservation feature known as "Schwab Bank Savings."

The Plan Sponsor and Trust Bank intend that the Participant MMDAs and 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 each Plan Participant and the Plan MMDA pursuant to applicable laws and regulations.

FDIC pass through insurance coverage available to Participant MMDAs is contingent upon the Plan Sponsor or the Recordkeeper maintaining all records required under these Terms and Conditions with respect to the Participant MMDAs.

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 Recordkeeper, and not directly by the Plan Sponsor or Plan Participants. 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/Recordkeeper.

(a) The Plan Sponsor has the following obligations for which it may enter into a Recordkeeper Agreement with the Recordkeeper to carry out on its behalf. The Plan Sponsor or the Recordkeeper, under the terms of the Recordkeeper Agreement, 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 this Agreement;

(ii) process and allocate interest on Participant MMDAs and maintain the records concerning the Participant MMDAs as set forth in Section 10(a) and (b) of these Terms and Conditions;

(iii) provide access to its records of the Participant MMDAs as set forth in Section 10(b) of this Agreement and provide information concerning its records of the Participant MMDAs as set forth in Section 10(d) of these Terms and Conditions;

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

(v) provide Plan Participants with the Schwab Bank Savings Disclosure and periodic statements as set forth in Section 13(a) of these Terms and Conditions;

(vi) if the balances consist of assets of a defined benefit plan, 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;

(vii) perform such other obligations and requirements as Trust Bank may from time-to-time require of the Plan Sponsor or provide such other documentation required in connection with these MMDA 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 Recordkeeper has assumed and is executing all of the obligations to retain records with respect to Participant MMDAs 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 the Recordkeeper shall be governed by Section 17 of these Terms and Conditions.

(d) The Plan Sponsor authorizes Trust Bank to accept any directions provided by the Recordkeeper 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, each Participant 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 and allocated to a Participant MMDA for a period longer than permitted by applicable law, regulation or rule;

(ii) there shall be no maturity on the Participant MMDAs;

(iii) there is no restriction on the number of any additional deposits to the Plan MMDA and allocated under the Plan to a Participant MMDA;

(iv) the Participant MMDAs are not transferable;

(v) withdrawals from the Participant MMDAs are permitted only in accordance with Section 8(a) hereof;

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

(vii) each Participant MMDA and 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 or the Recordkeeper 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 by immediately available funds by a wire transfer that aggregates all net deposits into the Plan MMDA on such Business Day. If such directions are received by Trust Bank no later than 10:30 AM PT for Non-Same Day Exchange plans, or 9:00 PM PT 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 PT for Non-Same Day Exchange plans, or 9:00 PM PT 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 Recordkeeper may impose a cut off time that is earlier than the cut off time established by Trust Bank. On any Business Day, Trust Bank may aggregate deposit instructions from the different 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 Recordkeeper using the contact information provided by the Plan Sponsor.

(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 time period during which the interest rate is fixed.

(c) Interest shall be compounded daily and credited monthly to the principal for each 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 a 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 a Plan Participant in a defined contribution plan instructs the withdrawal in full of the balance in the Participant MMDA before accrued interest is credited and



the Plan Participant still maintains a Plan account, interest will be credited to the Plan Participant's Plan account. If a Plan Participant no longer has a Plan account, accrued interest may either be paid to the Plan Participant, reallocated and credited to other Participant MMDAs, based on the Plan Sponsor's instructions to the Recordkeeper or the provisions of the Plan documents, or otherwise utilized by the Plan in accordance with the Plan's policies regarding the payment of interest after the closure of a Plan account.

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 Recordkeeper 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 the Recordkeeper, Trust Bank and the Plan Sponsor or Recordkeeper 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 MMDAs. (a) The Recordkeeper may on any Business Day direct Trust Bank to withdraw funds from the Plan MMDA to satisfy net withdrawals from the Plan MMDAs 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 PT for Non-Same Day Exchange plans, or 9:00 PM PT 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 instruction on the next Business Day. If instructions for a withdrawal from the Plan MMDA are received by Trust Bank after 10:30 AM PT for Non-Same Day Exchange plans, or 9:00 PM PT 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 instruction on the second Business Day following receipt of the instruction. Notwithstanding the foregoing, the Recordkeeper 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 by the Recordkeeper 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 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 and the Participant MMDAs may be closed only by Plan Sponsor or Recordkeeper.

9. Offsetting Deposits and Withdrawals. On any Business Day, Trust Bank may offset the aggregate withdrawal instructions from Plan MMDAs it has received from the Plans for which it acts as directed trustee or custodian against the aggregate deposit instructions into Plan MMDAs it has received from the Plans 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 the Participant MMDAs. (a) The Plan Sponsor shall or require or direct the Recordkeeper to maintain books and records on its behalf setting forth the daily balance and accrued interest in each Participant MMDA and identifying with respect to each such Participant MMDA, the name, address and social security or tax identification number of the Plan Participant and any representative capacity in which the Plan Participant may be acting. These books and records shall be maintained in good faith and in the regular course of business, and in accordance with applicable published requirements of the FDIC for pass-through deposit insurance coverage.

(b) The Plan Sponsor shall or require or direct Recordkeeper to maintain records of the amounts on deposit in each Participant MMDA, and of all deposits to and withdrawals from each Participant MMDA. Such



records may be used to evidence the Plan's maintenance of each Participant MMDA in accordance with the definition of "savings deposit" in Regulation D and applicable interpretations of the Federal Reserve Board thereunder. The Plan Sponsor shall require or direct Recordkeeper to allow reasonable access, from time to time upon request, to Trust Bank's internal auditors, Trust Bank's federal 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 the Participant MMDAs. The Plan Sponsor shall require or direct the Recordkeeper 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.

(c) The Plan Sponsor shall maintain or shall ensure that the Recordkeeper at all times maintains an emergency system to ensure that the books and records concerning the Participant MMDAs will be retrievable within a reasonable period of time in the event of a computer failure or malfunction, or other disaster.

(d) Upon request of Trust Bank, the Plan Sponsor shall prepare and deliver or require or direct the Recordkeeper to prepare and deliver 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 machine readable form or in the form of a computer printout:

(i) a list of all Participant MMDAs, designated by an account or other identifying number, in which deposits are being made on that day, setting forth the amount of the deposit to each Participant MMDA;

(ii) a list of all Participant MMDAs, designated by an account or other identifying number, from which withdrawals are being made on that day, setting forth the amount of the withdrawal from each Participant MMDA;

(iii) a statement of the aggregate balance in all Participant MMDAs after the deposits and withdrawals set forth in the lists described in (i) and (ii) above, respectively, have been effected;

(iv) such other information as Trust Bank may reasonably request to facilitate or demonstrate its compliance with Regulation D (or any successor regulation); and

(e) Within 5 Business Days of the end of each calendar quarter, the Plan Sponsor shall provide or require or direct Recordkeeper to provide Trust Bank with the following information in a form acceptable to Trust Bank:

(i) the number of Plan accounts with Participant MMDA balances under \$250,000;

(ii) the total deposit balances in all Participant MMDA's with balances under \$250,000;

(iii) the number of Plan accounts with Participant MMDA balances over \$250,000;

(iv) total deposit balances in all Participant MMDA's with balances over \$250,000; and

(v) such other information as Trust Bank may reasonably request to facilitate its required periodic reporting to its Federal banking regulator.

(f) By August 30<sup>th</sup> of each calendar year following the establishment of the Plan MMDA, the Plan Sponsor shall submit or require or direct the Recordkeeper to submit a certification of compliance with the requirements of these Terms and Conditions as follows:

(i) Certification that the current disclosure for Schwab Bank Savings is available to Plan Participants;

(ii) Certification that the current interest rate and annual percentage yield is available to Plan Participants;



TRUST BANK

## MMDA | Terms and Conditions

- (iii) Certification that all reporting submitted to Trust Bank, each Plan Participant and the Plan Sponsor accurately reflects SBS balances and meets the reporting requirements for FDIC insurance coverage as set forth in these Terms and Conditions; and
- (iv) Certification that all FDIC Insurance disclosures have been made available to Plan Participants.

(g) For defined benefit plans, the Plan Sponsor, or a service provider retained by the Plan Sponsor, will maintain books and records in good faith and in the regular course of business, and in accordance with applicable published requirements of the FDIC for pass-through deposit insurance coverage. For Balances of a defined benefit plan, the books and records shall include, at a minimum, 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 in connection with a claim for deposit insurance.

The Plan Sponsor shall provide or require or direct the Recordkeeper to provide Trust Bank with an annual certification of its continuing compliance with these requirements, as may be requested from time to time by Trust Bank.

### 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.
- (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; (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. Each Participant MMDA will be eligible for FDIC insurance for the maximum aggregate amount of principal and interest available to each Plan Participant identified on the records maintained pursuant to Section 10(a) herein for each recognized insurable capacity for which the Plan Participant is eligible, subject to (i) FDIC aggregation rules for other accounts held by the Plan Participant 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 or Recordkeeper 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.



TRUST BANK

## MMDA | Terms and Conditions

(h) During the time any Participant MMDAs are maintained, Trust Bank will provide the 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 restates, incorporates by reference and agrees to all of its representations and warranties to Trust Bank contained in the sections entitled "Purpose of Trust Fund" of the Directed Employee Benefit Trust Agreement or "Purpose of the Custodian Account" of the Directed Employee Benefit Custody Agreement, as applicable. The Plan Sponsor further represents and warrants to, and agrees with, Trust Bank as of each date on which Participant MMDAs are maintained pursuant to these Terms and Conditions as follows:

(a) For defined contribution plans, the Plan is an individual account plan that provides an opportunity for its Plan Participants (or their beneficiaries) to exercise control over the assets in the Plan Participant's individual account (for purposes of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and any decision to invest a Plan Participant's account in the form of a Participant MMDA will be made by the Plan Participant (or his or her beneficiary) or a duly authorized investment manager in his or her exercise of control (for purposes of Section 404(c) of ERISA) of the Plan Participant's Plan account. For defined benefit plans, the Plan is not participant directed and provides benefits to Participants in accordance with ERISA 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) If applicable, the Plan Sponsor has entered into a Recordkeeper Agreement which complies with the requirements set forth in Section 3 of these Terms and Conditions.

13. Program Descriptions and Statements. (a) For defined contribution plans, the Plan Sponsor shall provide or require or direct the Recordkeeper to provide each Plan Participant a description of the terms and conditions of the Participant MMDA, substantially in the form of the Schwab Bank Savings Disclosure for Participants annexed hereto as Attachment A, as the same shall be amended from time to time, prior to or simultaneously with the election of the Participant MMDA. The Plan Sponsor agrees to provide any amendments to the product disclosure to Trust Bank for its review and approval prior to providing, or causing the Recordkeeper to provide, the modified product disclosure to Plan Participants. For defined contribution plans, the Recordkeeper shall provide Plan Participants with statements that reflect Plan Participant balances in the MMDA. The Plan Sponsor acknowledges that Trust Bank is not responsible for preparing Participant Statements or ensuring the accuracy of such 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 Directed Employee Benefit Trust Agreement or Directed Employee Benefit Custody Agreement referenced above, 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 MMDAs 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 last MMDA established at Trust Bank is closed; and (ii) the terms contained in Sections 11, 12, 14, 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 MMDAs and the transactions contemplated herein. The Plan Sponsor and Trust Bank agree not to use information disclosed under hereunder for any purpose unrelated to the Plan or the MMDAs. 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 parties, including the Recordkeeper 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 Directed Employee Benefit Trust Agreement 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)



TRUST BANK

## MMDA | Terms and Conditions

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.



TRUST BANK

## Schwab Bank Savings Participant Disclosure

### **Introduction**

The Schwab Bank Savings feature (“SBS”) provides each [ ] (“Plan”) participant (you) with the ability to deposit all or a portion of the funds in your Plan account into a money market deposit account (“MMDA”), a type of savings deposit, at Charles Schwab Trust Bank, a Nevada savings bank (“Trust Bank”). The MMDA is established in the name of the Plan (“Plan MMDA”) at Trust Bank by Trust Bank in its capacity as directed trustee or custodian for the Plan. Your beneficial interest in the Plan MMDA will be tracked and maintained by your Plan’s recordkeeper.

SBS is a capital preservation feature. Funds in SBS will not lose value unless (i) Trust Bank fails and (ii) the funds you maintain in the Plan MMDA at Trust Bank and other deposits you maintain at Trust Bank in the same capacity, when aggregated, exceed the FDIC coverage limit.

While other investment options available under your Plan may not offer capital preservation, they may provide you with the opportunity to earn a greater return than the return earned on the Plan MMDA at Trust Bank. You should consider all investment options available for your Plan account.

The Plan MMDA is a direct obligation of Trust Bank and is not an obligation of your Plan or Plan sponsor (“Plan Sponsor,” “we” or “us”).<sup>1</sup> Publicly available financial information about Trust Bank is available to you upon request. We do not guarantee in any way the financial condition of Trust Bank or the accuracy of any publicly available financial information concerning Trust Bank.

A “Business Day” means any day on which both Trust Bank and the New York Stock Exchange are open for business.

### **How the Schwab Bank Savings Feature Works**

On any Business Day, you may request a deposit of funds from your Plan account into the Plan MMDA at Trust Bank or a withdrawal of funds from the Plan MMDA by providing us with deposit or withdrawal instructions, as applicable, in accordance with the terms of your Plan and prior to the Plan’s established cut off times. For information about the Plan’s cut off time for processing participant deposit or withdrawal instructions, please call ( ). A duly authorized investment advisor or manager acting on your behalf or on behalf of the Plan under the Plan’s investment provisions may also provide us with deposit or withdrawal instructions.

If deposit instructions are communicated to the Plan’s recordkeeper in accordance with its established cut off time and the Recordkeeper provides your deposit instructions to Trust Bank in a timely manner, your deposit will be made on the next Business Day. If the Recordkeeper does not provide your deposit instructions timely to Trust Bank, your deposit will be made on the second Business Day following receipt of the instructions. If you have any questions concerning the Recordkeeper’s cut off times for deposit instructions, please call ( ). Deposits will be made by Trust Bank, who will act as your agent with respect to SBS.

---

<sup>1</sup> We may appoint a third party to act on our behalf in maintaining records related to, and providing deposit and withdrawal instructions with respect to, the Plan MMDA. References to the “Plan Sponsor,” “we” or “us” include any third parties acting on our behalf in connection with SBS.

## Schwab Bank Savings Participant Disclosure

Similarly, you may request a withdrawal from the Plan MMDA on any Business Day by providing us with withdrawal instructions in accordance with the terms of your Plan and prior to the Plan's established cut off time. If the Recordkeeper provides your withdrawal instructions to Trust Bank in a timely manner, your withdrawal will be made on the next Business Day. If the Recordkeeper does not provide your withdrawal instructions timely to Trust Bank, your withdrawal will be made on the second Business Day following receipt of the instructions. Withdrawals will be made by Trust Bank, who will act as your agent with respect to SBS.

Federal banking regulations require Trust Bank to reserve the right to require seven business days' prior written notice before funding a withdrawal. Although Trust Bank has indicated that it has no current intention of exercising that right, it may choose to do so in the future.

### **Interest**

Trust Bank will establish the interest rate for the Plan MMDA prior to the last Business Day of each calendar month. The interest rate will be effective from the day following the last Business Day of the month until the last Business Day of the following calendar month. Current interest rates are posted on your retirement account website. On the last Business Day of the month, the interest rate for the following period will be posted on your retirement account website or as soon as administratively practicable following the determination of the new rate.

Upon prior notice to us, Trust Bank may change any or all of the following: (i) the day on which it establishes the current interest rate, (ii) the time at which it makes the rate available, and (iii) the time period during which the interest rate is fixed. We assume the responsibility to inform you of any of the foregoing changes that are communicated to us by Trust Bank.

Interest on funds deposited in the Plan MMDA will accrue from the day funds are deposited in the MMDA, up to, but not including, the day funds are withdrawn. Interest will compound daily and be credited to your balance in SBS monthly, on the last business day of each month. If you instruct the withdrawal in full of your balance in the Plan MMDA at any point in the month before accrued interest has been credited and your Plan account is still open, the payment of all accrued interest up to, but not including, the day of withdrawal, will be deposited in your Plan account on or before the interest payment date. If you no longer have a Plan account, accrued interest may either be paid to you pursuant to instructions that you provide to us, reallocated and credited to the SBS balances of other Plan participants, or otherwise utilized by the Plan in accordance with its policies regarding the payment of interest after the closure of a Plan account. We will provide you with a copy of these policies upon request.

The interest rate on the Plan MMDA may be higher or lower than the interest rates or yields available to on other investments available to you through the Plan.

### **Statements**

Your Plan account statement will reflect your balance in the Plan MMDA at Trust Bank.

Trust Bank is not responsible for the accuracy of your Plan account statements.

At any time, you may obtain information about your Plan account balance, including your MMDA balance and current interest rate, by logging on to your retirement account website or by phone at [ ].

## Schwab Bank Savings Participant Disclosure

### **Relationship with Trust Bank**

Trust Bank is the depository institution at which the Plan MMDA is established. Trust Bank, as directed trustee or custodian for your Plan, acts as your agent in establishing the Plan MMDA at Trust Bank, and depositing funds into, and withdrawing funds from, the Plan MMDA.

Your beneficial ownership of the funds deposited in the Plan MMDA will be evidenced by a book entry on records we maintain for you and other participants in your Plan. No evidence of ownership, such as a passbook or certificate, will be issued. Your Plan account statements will evidence your SBS balance, and you should retain the Plan account statements for your records. Your deposits in the Plan MMDA will be eligible for FDIC insurance based upon the dollar amount of your beneficial interest in the Plan MMDA as reflected in our records.

All transactions in the Plan MMDA will be directed by us, pursuant to instructions provided by you or other authorized parties. All information concerning your SBS balance can only be obtained from us. Trust Bank has no obligation to accept instructions directly from you with respect to SBS or the Plan MMDA, or to provide you with information concerning the Plan MMDA.

Trust Bank may, in its sole discretion, change the conditions of, or terminate, SBS at any time upon notice to us. We will provide you with notice of such changes or termination. If SBS is terminated, your balance in the Plan MMDA will be withdrawn and re-invested as directed under the Plan's investment or default provisions.

Trust Bank and its affiliates will receive certain benefits in connection with SBS as further described below.

### **Potential Benefits to Trust Bank and Conflicts of Interest**

Trust Bank intends to use the cash balances in the MMDA to fund current and new lending activities and investments. The profitability on such loans and investments is generally measured by the difference, or "spread," between the interest rate paid on the MMDA and other costs of maintaining the MMDA, and the interest rate and other income earned by Trust Bank on the loans and investments made with the funds in the MMDA. The income that Trust Bank will have the opportunity to earn through its lending and investing activities is expected to be greater than the fees earned by Trust Bank and its affiliates from managing and distributing money market funds, collective trust funds, or other stable value investment options.

Charles Schwab Trust Bank, Charles Schwab & Co., Inc., a broker-dealer affiliate of Schwab Trust Bank, and other affiliates of these entities may receive direct and indirect remuneration in connection with services provided to your Plan.

### **FDIC Insurance**

*General Information.* Your SBS deposits in the Plan MMDA at Trust Bank (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 when aggregated with all other deposits you hold in the same insurable capacity at Trust Bank. Your funds become eligible for deposit insurance immediately upon placement into the Plan MMDA at Trust Bank. Generally, any accounts or deposits that you may maintain directly with Trust Bank, or through any other intermediary, in the same insurable capacity as your Plan MMDA deposits would be aggregated with your Plan MMDA deposits for purposes of applying the \$250,000 federal deposit insurance limit. Under FDIC regulations, an individual's interest in the deposits held at a bank through the following types of retirement plans and accounts will be aggregated for purposes of applying the \$250,000 deposit insurance limit:

## Schwab Bank Savings Participant Disclosure

- All types of IRAs;
- All Section 457 deferred compensation plan accounts (such as eligible deferred compensation plans provided by state and local governments regardless of whether they are self-directed);
- Self-directed defined contribution plan accounts (such as self-directed 401(k) plans, self-directed SIMPLE plans held in the form of 401(k) plans, self-directed defined contribution money purchase plans and self-directed defined contribution profit-sharing plans); and
- Self-directed Keogh plan accounts designed for self-employed individuals.

You are responsible for monitoring the total amount of deposits that you hold with Trust Bank in order to determine the extent of deposit insurance coverage available to you on your deposits, including your SBS deposits. Neither we nor Trust Bank are responsible for monitoring your SBS deposits or any other deposits held at Trust Bank.

In the event Trust Bank fails, your deposits in the Plan MMDA at Trust Bank are insured, up to \$250,000 for principal and interest accrued to the day Trust Bank is closed, based upon records maintained by us, subject to the aggregation rules described above.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to the Plan and such payments will be reflected in your Plan account maintained by us. There is no specific time period during which the FDIC must make insurance payments available, and the Plan is under no obligation to credit your Plan account with funds in advance of payments received from the FDIC. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

*Questions About FDIC Deposit Insurance Coverage.* If you have questions about basic FDIC insurance coverage, you may wish to seek advice from your own attorney concerning the FDIC insurance coverage of your deposits. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Supervision and Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), by visiting the FDIC website at [www.fdic.gov/deposit/index.html](http://www.fdic.gov/deposit/index.html), or by e-mail using the FDIC's On-line Customer Assistance Form available on its website.

### Introduction

Charles Schwab Trust Bank (“Trust Bank”) serves as directed trustee or custodian for a retirement Plan for which you are the Plan Sponsor (the “Plan”). The Schwab Bank Savings feature, or SBS, is an investment feature that offers Plan participants the ability to deposit all or a portion of the funds in their Plan accounts into a money market deposit account (“MMDA”), a type of savings deposit, at Trust Bank.

As the Plan Sponsor, you have agreed to MMDA Terms and Conditions in order to offer SBS to Plan participants. The summary below highlights the roles and responsibilities of Trust Bank and you under the MMDA Terms and Conditions, and provides an overview of Federal Deposit Insurance Corporation (FDIC) insurance coverage that may be available to Plan participants.<sup>1</sup>

Under federal banking law, an MMDA is subject to (1) certain monthly withdrawal limits, which are generally not applicable to Plan participants, and (2) to Trust Bank’s right to require seven days’ prior written notice of any withdrawal of funds. Trust Bank has no current intention of exercising its right to prior notice of withdrawals.

The MMDA will earn interest at a rate determined by Trust Bank.

### Roles & Responsibilities of Trust Bank

- Trust Bank, as agent, custodian and messenger for the Plans, has established an MMDA in its name to facilitate deposits by Plans for which it acts as directed trustee or custodian.
- The Trust Operations Group, as agent for the Plan, will maintain records of the deposit balances in the MMDA held by participating plans (the “Plan MMDA”), including records of deposits into and withdrawals from 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 in accordance with instructions provided by the Plan’s recordkeeper.
- Trust Bank has established the following cut off times for submission of deposit and withdrawal instructions by the Plan’s recordkeeper to Trust Bank:
  - 10:30 AM Pacific Time for Non-Same Day Exchange Plans and
  - 9:00 PM Pacific Time for Same Day Exchange Plans

An earlier cut off time applicable to participant instructions to the Plan’s recordkeeper may be imposed by the Plan or its recordkeeper at their discretion. Instructions for a deposit, withdrawal or other transaction received from the Plan’s recordkeeper prior to the applicable cut-off time on any Business Day will be effected on the next Business Day. If Trust Bank receives the instructions after the applicable cut off time, the deposit, withdrawal or other transaction will be effected on the second Business Day.

- Trust Bank will communicate the interest rate applicable to the Plan MMDA (set by Trust Bank) to the Plan’s recordkeeper in accordance with the MMDA Terms and Conditions.

---

<sup>1</sup> Any conflicts between this summary and the MMDA Terms and Conditions will be resolved in favor of the MMDA Terms and Conditions.

## Schwab Bank Savings Plan Sponsor Responsibilities

- On each Business Day, Trust Bank will provide to the Plan's recordkeeper information regarding the balances in, and accrued interest on, the Plan MMDA, as reflected in Trust Bank's books and records.
- Trust Bank will provide the Plan Sponsor with an annual account statement which includes all deposits and withdrawals to the Plan MMDA, opening and closing balances and interest paid during the statement period.

## Roles & Responsibilities of the Plan Sponsor

- The Plan Sponsor must have an agreement with a third-party recordkeeper ("Recordkeeper Agreement") to assist the Plan Sponsor with the execution of its obligations under the MMDA Terms and Conditions. The Plan Sponsor will, upon request, provide to Trust Bank a copy of the Recordkeeper Agreement.
- The Plan Sponsor must provide a copy of its MMDA Terms and Conditions to the Recordkeeper and ensure that all obligations relating to recordkeeping or reporting are addressed by either the Plan Sponsor or the Recordkeeper, including, but not limited to the following responsibilities:
  - Provide directions to Trust Bank to deposit or withdraw funds in/out of the Plan MMDA utilizing the established process for trade instructions and in accordance with the directions of Plan participants and the Plan Sponsor;
  - Maintain, on a daily basis, books and records reflecting the dollar amount of each Plan participant's beneficial interest (daily balances and interest earned) in the Plan MMDA (the "Participant MMDAs"), identifying with respect to each Participant MMDA the name, address and social security or tax ID number of the Plan participant and any representative capacity in which the Plan participant is acting;
  - Calculate accrued interest for each Participant MMDA on a daily basis;
  - Perform daily reconciliation between its Participant MMDA records and Trust Bank's Plan MMDA records;
  - Allow reasonable access to Trust Bank's internal auditors, federal banking examiners, independent outside auditors and other authorized representatives to audit its Participant MMDA books and records;
  - Provide Plan participants with the "Schwab Bank Savings Disclosure for Participants" and prepare and deliver periodic statements to Plan participants;
  - Upon request of Trust Bank, prepare and deliver to Trust Bank Participant MMDA information; and
  - On a quarterly basis, provide Trust Bank with certain information regarding Participant MMDA balances over and under \$250,000; and
  - Maintain an emergency system to ensure that the books and records of the Participant MMDAs will be retrievable within a reasonable period in the event of computer failure, malfunction, or other disaster.
- The Plan Sponsor will provide Trust Bank with any records or documents it reasonably requests to establish the Plan Sponsor's compliance with the recordkeeping and reporting requirements of the MMDA Terms and Conditions.
- Trust Bank may terminate any Plan's participation in the Schwab Bank Savings program if it determines, in its sole and exclusive discretion that the recordkeeping and reporting requirements of the MMDA Terms and Conditions are not being complied with by Plan Sponsor or its Recordkeeper.
- The Plan Sponsor has an ongoing fiduciary obligation to determine that the interest rate for SBS is reasonable, and that both the initial selection and continued use of SBS by the Participating Plan is prudent and proper in light of other investment options available to Plan participants.

### FDIC Insurance

- Trust Bank is a member of the FDIC.
- Each Participant's SBS deposit in the Plan MMDA at Trust Bank (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 when aggregated with all of deposits held in the same insurable capacity at Trust Bank.
- Under FDIC regulations, an individual's interest in the deposits held at a bank through the following types of retirement plans and accounts will be aggregated for purposes of applying the \$250,000 deposit insurance limit: (i) all types of IRAs; (ii) all Section 457 deferred compensation plan accounts; (iii) self-directed defined contribution plan accounts and (iv) self-directed Keogh plan accounts for self-employed individuals.
- The availability of FDIC insurance coverage is conditioned on the maintenance of records by the Plan's recordkeeper as set forth in the MMDA Terms and Conditions.
- Plan participants are responsible for monitoring their deposits with Trust Bank in order to determine the extent of FDIC coverage available to them.

©2025 Charles Schwab Trust Bank. All rights reserved. Member FDIC. (0125-DHCS) APP126735-00 (01/25) 00309652