

**TRUST AGREEMENT**, is effective upon receipt by **FIDELITY MANAGEMENT TRUST COMPANY**, a Massachusetts trust company, having an office at 82 Devonshire Street, Boston, Massachusetts 02109 (the "Trustee") of an unmodified executed document from \_\_\_\_\_ (the "Sponsor").

**WITNESSETH:**

**WHEREAS**, the Sponsor wishes to establish a trust exempt from taxation under section 501(a) of the Code to hold and invest Plan assets under the Plan for the exclusive benefit of participants in the Plan and their beneficiaries in accordance with section 457(g) of the Code; and

**WHEREAS**, the Trustee is willing to hold and invest the aforesaid Plan assets in trust among several investment options selected by the Sponsor, as defined herein; and

**WHEREAS**, the Sponsor also wishes to have the Trustee perform certain ministerial recordkeeping and administrative functions under the Plan; and

**WHEREAS**, the Trustee is willing to perform recordkeeping and administrative services for the Plan if the services are purely ministerial in nature and are provided within a framework of Plan provisions, guidelines and interpretations conveyed in writing to the Trustee by the Administrator (as defined herein).

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Sponsor and the Trustee agree as follows:

**Section 1 Definitions**

The following terms as used in this Trust Agreement have the meaning indicated unless the context clearly requires otherwise:

(a) **"ACH"**

"ACH" shall mean Automated Clearing House.

(b) **"Administrator"**

"Administrator" shall mean the entity listed in Schedule A.

(c) **"Agreement"**

"Agreement" shall mean this Trust Agreement, and the Schedules attached hereto, as the same may be amended and in effect from time to time.

(d) **"Business Day"**

"Business Day" shall mean each day the NYSE is open.

(e) **“Code”**

“Code” shall mean the Internal Revenue Code of 1986, as it has been or may be amended from time to time.

(f) **“EDT”**

“EDT” shall mean electronic data transfer.

(g) **“Electronic Services”**

“Electronic Services” shall mean communications and services made available via electronic media or otherwise by the Trustee and/or its affiliates to the Sponsor and/or Participants.

(h) **“FBSLLC”**

“FBSLLC” shall mean Fidelity Brokerage Services LLC.

(i) **“Fidelity Mutual Funds”**

“Fidelity Mutual Funds” shall mean any investment company advised by Fidelity Management & Research Company or any of its affiliates.

(j) **“Fidelity Plan Sponsor Webstation<sup>®</sup>”**

“Fidelity Plan Sponsor Webstation<sup>®</sup> (PSW<sup>®</sup>)” shall mean the graphical windows based application that provides current Plan and Participant information including indicative data, account balances, activity and history.

(k) **“FIIOC”**

“FIIOC” shall mean Fidelity Investments Institutional Operations Company, Inc.

(l) **“In Good Order”**

“In Good Order” shall mean in a state or condition acceptable to the Trustee in its sole discretion, which the Trustee determines is reasonably necessary for accurate execution of the intended transaction.

(m) **“Losses”**

“Losses” shall mean any and all loss, damage, penalty, liability, cost and expense, including without limitation, reasonable attorney’s fees and disbursements.

(n) **“Mutual Funds”**

“Mutual Funds” shall refer to Fidelity Mutual Funds.

(o) **“NAV”**

“NAV” shall mean Net Asset Value.

**(p) “NYSE”**

“NYSE” shall mean the New York Stock Exchange.

**(q) “Participant”**

“Participant” shall mean, with respect to the Plan, any employee, former employee, or alternate payee with an account under the Plan, which has not yet been fully distributed and/or forfeited, and shall include the designated beneficiary(ies) with respect to the account of any deceased employee, former employee, or alternate payee until such account has been fully distributed and/or forfeited.

**(r) “Participant Recordkeeping Reconciliation Period”**

“Participant Recordkeeping Reconciliation Period” shall mean the period beginning on the date of the initial transfer of assets to the Trust and ending on the date of the completion of the reconciliation of Participant records.

**(s) “PIN”**

“PIN” shall mean an individual’s personal identification number established in accordance with procedures specified by the Trustee in its sole discretion.

**(t) “Plan”**

“Plan” shall refer to any plan listed in Schedule A.

**(u) “Plan Administration Manual”**

“Plan Administration Manual” shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by the Trustee in administering the Plan, as such document may be amended and in effect from time to time subject to mutual agreement of the parties.

**(v) “Reporting Date”**

“Reporting Date” shall mean the last day of each fiscal quarter of the Plan and, if not on the last day of a fiscal quarter, the date as of which the Trustee resigns or is removed, or the date as of which this Agreement terminates, pursuant to Section 9 hereof.

**(w) “SEC”**

“SEC” shall mean the Securities and Exchange Commission.

**(x) “Sponsor”**

“Sponsor” has the meaning assigned in the preamble to this Agreement.

**(y) “Successor Trustee”**

“Successor Trustee” shall mean the trustee appointed pursuant to Section 10 hereof.

(z) **“Termination Date”**

“Termination Date” shall mean the date as of which this Agreement terminates.

(aa) **“Trust”**

“Trust” shall mean the trust, being the trust established by the Sponsor and the Trustee pursuant to the provisions of this Agreement.

(bb) **“Trustee”**

“Trustee” shall mean Fidelity Management Trust Company, a Massachusetts trust company and any successor to all or substantially all of its trust business as described in Section 10(c). The term Trustee shall also include any successor trustee appointed pursuant to Section 10 to the extent such successor trustee agrees to serve as Trustee under this Agreement.

(cc) **“VRS”**

“VRS” shall mean Voice Response System.

**Section 2 Trust**

The Sponsor hereby establishes the Trust with the Trustee. The Trust shall consist of (1) an initial contribution of money or other property acceptable to the Trustee in its sole discretion, made by the Sponsor or transferred from a previous trustee under the Plan, (2) such additional sums of money or other property acceptable to the Trustee in its sole discretion, as shall from time to time be delivered to the Trustee under the Plan, (3) all investments made therewith and proceeds thereof, and (4) all earnings and profits thereon, less the payments that are made by the Trustee as provided herein without distinction between principal and income. The Trustee hereby accepts the Trust on the terms and conditions set forth in this Agreement. In accepting this Trust, the Trustee shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement. The Sponsor retains the right to hold other Plan assets in a trust or insurance contract which shall be separate and apart from the Trust, and the Trustee shall have no responsibilities with respect to such trust or insurance contract except as specifically set forth herein.

**Section 3 Exclusive Benefit and Reversion of Sponsor Contributions**

Except as provided under applicable law, no part of the Trust may be used for, or diverted to, purposes other than the exclusive benefit of the Participants in the Plan or their beneficiaries or to pay the reasonable expenses of Plan administration. No assets of the Plan shall revert to the Sponsor, except as specifically permitted by the terms of the Plan.

**Section 4 Disbursements**

The Trustee shall make disbursements as directed by the Participant or the Administrator, as applicable, in accordance with the provisions of the Plan Administration Manual. Trustee shall have no responsibility to ascertain any direction's compliance with the terms of the Plan (except to the extent the terms of the Plan have been communicated to Trustee in writing) or of any applicable law or the direction's effect for tax purposes or otherwise; nor shall Trustee have any responsibility to see to the

application of any disbursement. Trustee shall not be required to make any disbursement in excess of the net realizable value of the Plan's assets at the time of the disbursement.

For the purposes of this Agreement, where any Plan distribution exceeds the benefit due a Participant, the Participant shall be required to repay such amounts and the Plan shall not be deemed to have incurred any loss in connection with any overpayment unless and until it has been determined that the Participant will not restore such amounts to the Plan. Consistent with the foregoing, the Trustee and Sponsor shall cooperate in asserting commercially reasonable attempts to recover such overpayment from the Participant prior to either the Trustee or the Sponsor restoring such amount to the Plan provided that the reasonable expenses and fees incurred in such collection efforts shall be the responsibility of the party that caused the error.

## **Section 5 Investment of Trust**

### **(a) Selection of Investment Options**

The Trustee shall have no responsibility for the selection of investment options under the Trust and shall not render investment advice to any person in connection with the selection of such options. The Sponsor affirms that at all times all decisions concerning the plan's investment line-up or its investment strategies, including, but not limited to, evaluations of information provided by Fidelity or its affiliates, shall be made by exercising independent judgment.

### **(b) Available Investment Options**

The Sponsor shall direct the Trustee as to (1) the investment options in which the Trust shall be invested during the Participant Recordkeeping Reconciliation Period and in which Participants may invest following the Participant Recordkeeping Reconciliation Period. The Sponsor has chosen to make available to Participants in the Plan all or any of the Fidelity Mutual Funds which are determined by Fidelity Investments to be available for investment by participants in eligible deferred compensation plans generally as reflected on Schedule C, as updated by Trustee from time to time.

The Trustee shall be responsible for providing services under this Agreement solely with respect to those investment options set forth on Schedule C.

### **(c) Participant Direction**

As authorized under the Plan, each Participant shall direct the Trustee in which investment option(s) to invest the assets in the Participant's individual accounts. Such directions may be made by Participants by use of the telephone exchange system, the internet or in such other manner as may be agreed upon from time to time by the Sponsor and the Trustee. Such direction shall be made in accordance with written exchange guidelines set forth in the Plan Administration Manual. The Trustee shall not be liable for any loss or expense that arises from a Participant's exercise or non-exercise of rights under this Section 5 over the assets in the Participant's accounts. In the event that the Trustee fails to receive a proper direction from the Participant, the assets shall be invested in the investment option set forth for such purpose on Schedule C, until the Trustee receives a proper direction.

### **(d) Mutual Funds**

On the effective date of this Agreement, in lieu of receiving a printed copy of the prospectus for each Fidelity Mutual Fund set forth on Schedule C, the Sponsor hereby consents to receiving such documents electronically. The Sponsor shall access each prospectus on the internet after receiving notice from the

Trustee that a current version is available online at a website maintained by the Trustee or its affiliate. Trustee represents that on the effective date of this Agreement, a current version of each such prospectus is available at <http://www.fidelity.com/workplacedocuments> or such successor website as Trustee may notify the Sponsor of in writing from time to time. The Sponsor represents that it has accessed/will access each such prospectus at <http://www.fidelity.com/workplacedocuments> or such successor website as Trustee may notify the Sponsor of in writing from time to time as of the effective date of this Agreement. Trust investments in Mutual Funds shall be subject to the following limitations:

**(i) Execution of Purchases and Sales**

Purchases and sales of Mutual Funds (other than for exchanges) shall be made on the date on which the Trustee receives from the Administrator In Good Order all information, documentation and wire transfer of funds (if applicable), necessary to accurately effect such transactions. Exchanges of Mutual Funds shall be made in accordance with the fund exchange provision set forth in the Plan Administration Manual.

**(ii) Voting**

At the time of mailing of notice of each annual or special stockholders' meeting of any Mutual Fund, the Trustee shall send a copy of the notice and all proxy solicitation materials to the Sponsor representing the shares of such Mutual Fund credited to Participant accounts, including Mutual Fund shares held in any short-term investment fund for liquidity reserve, together with a voting direction form for return to the Trustee or its designee. The Sponsor shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares credited to Participant accounts (both vested and unvested). The Trustee shall vote the shares as directed by the Sponsor. The Trustee shall not vote shares for which it has received no directions from the Sponsor.

During the Participant Recordkeeping Reconciliation Period, the Sponsor shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares of the Mutual Funds in the Trust, including Mutual Fund shares held in any short-term investment fund for liquidity reserve. Following the Participant Recordkeeping Reconciliation Period, the Sponsor shall continue to have the right to direct the Trustee as to the manner in which the Trustee is to vote any Mutual Fund shares held in a short-term investment fund for liquidity reserve for a unitized investment option. In any event, the Trustee shall not vote any Mutual Fund shares for which it has received no directions from the Sponsor.

With respect to all rights other than the right to vote, the Trustee shall follow the directions of the Sponsor. The Trustee shall have no further duty to solicit directions from Participants or the Sponsor. Upon request, the Trustee will provide Participant level information to the Sponsor.

**(e) Trustee Powers**

The Trustee shall have the following powers and authority:

**(i)** Subject to paragraphs (b) and (c) of this Section 5, to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or other property delivered to the Trustee or to inquire into the validity, expediency, or propriety of any such sale or other disposition.

**(ii)** To cause any securities or other property held as part of the Trust to be registered in the Trustee's own name, in the name of one or more of its nominees, or in the Trustee's account with the Depository Trust Company of New York and to hold any investments in bearer form; provided,

however, that the books and records of the Trustee shall at all times show that all such investments are part of the Trust.

(iii) To keep that portion of the Trust in cash or cash balances as the Sponsor or Administrator may, from time to time, deem to be in the best interest of the Trust.

(iv) To make, execute, acknowledge, and deliver any and all documents of transfer or conveyance and to carry out the powers herein granted.

(v) To borrow funds from a bank or other financial lending institution which is not affiliated with the Trustee in order to provide sufficient liquidity to process Plan transactions in a timely fashion; provided however, that the cost of such borrowing shall be allocated in a reasonable fashion to the investment fund(s) requiring such liquidity.

(vi) To settle, compromise, or submit to arbitration any claims, debts, or damages due to or arising from the Trust; to commence or defend lawsuits or legal or administrative proceedings; to represent the Trust in all lawsuits and legal and administrative hearings; and to pay all reasonable costs and expenses arising from any such action from the Trust, if not paid by the Sponsor.

(vii) To employ legal, accounting, clerical, and other assistance as may be required in carrying out the provisions of this Agreement and to pay their reasonable expenses and compensation from the Trust, if not paid by the Sponsor.

(viii) Subject to paragraphs (b) and (c) of this Section 5, to invest all or any part of the assets of the Trust in investment contracts and short term investments (including interest bearing accounts with the Trustee or money market mutual funds advised by affiliates of the Trustee) and in any collective investment trust or group trust, including any collective investment trust or group trust maintained by the Trustee, which then provides for the pooling of the assets of plans described in Section 401(a) and exempt from tax under Section 501(a) of the Code, (or any comparable provisions of any future legislation that amends, supplements, or supersedes these sections), provided that such collective investment trust or group trust is exempt from tax under the Code or regulations or rulings issued by the Internal Revenue Service. The provisions of the document governing such collective investment trusts or group trusts, as it may be amended from time to time, shall govern any investment therein and are hereby made a part of this Trust Agreement.

(ix) To do all other acts, although not specifically mentioned herein, as the Trustee may deem necessary to carry out any of the foregoing powers and the purposes of the Trust.

## **Section 6 Recordkeeping and Administrative Services to Be Performed**

### **(a) General**

The Trustee shall perform those recordkeeping and administrative functions described in Schedule A-1 attached hereto and as amended from time to time. These recordkeeping and administrative functions shall be performed within the framework of the Administrator's directions to the Trustee, provided in a form and manner acceptable to the Trustee, regarding the Plan's provisions, guidelines and interpretations.

### **(b) Accounts**

The Trustee shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, and shall report the value of the assets held in the Trust as of each Reporting Date.

Within thirty (30) days following each Reporting Date or within sixty (60) days in the case of a Reporting Date caused by the resignation or removal of the Trustee, or the termination of this Agreement, the Trustee shall file with the Administrator a written account setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee between the Reporting Date and the prior Reporting Date, and setting forth the value of the Trust as of the Reporting Date. Except as otherwise required under applicable law upon the expiration of six (6) months from the date of filing such account with the Administrator, the Trustee shall have no liability or further accountability to the Administrator with respect to the propriety of its acts or transactions shown in such account (or any Participant-level report provided to a Participant), except with respect to such acts or transactions as to which a written objection shall have been filed with the Trustee within such six (6) month period.

**(c) Inspection and Audit**

Upon the resignation or removal of the Trustee or the termination of this Agreement, the Trustee shall provide to the Sponsor, at no expense to the Sponsor, in the format regularly provided to the Sponsor, a statement of each Participant's accounts as of the resignation, removal, or termination, and the Trustee shall provide to the Sponsor or the Plan's new recordkeeper such further records as may be reasonably requested, at the Sponsor's expense.

**(d) Notice of Plan Amendment**

The Trustee's provision of the recordkeeping and administrative services set forth in this Section 6 shall be conditioned on (i) the Sponsor delivering to the Trustee a copy of any amendment to the Plan as soon as administratively feasible following the amendment's adoption and (ii) the Administrator providing the Trustee, on a timely basis, with all the information the Trustee deems necessary for it to perform the recordkeeping and administrative services set forth herein, and such other information as the Trustee may reasonably request.

**(e) Returns, Reports and Information**

Except as set forth on Schedule A, the Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or Plan by law. The Trustee shall provide the Administrator with such information as the Administrator may reasonably request to make these filings. The Administrator shall also be responsible for making any disclosures to Participants required by law, except such disclosure as may be required under federal or state truth-in-lending laws with regard to Participant loans, which shall be provided by the Trustee or the Administrator, as applicable.

**Section 7 Compensation and Expenses**

Sponsor shall pay to Trustee, within thirty (30) days of receipt of the Trustee's bill, the fees for services in accordance with Schedule B. Fees for services are specifically outlined in Schedule B and are based on all of the assumptions identified therein. Fees are subject to change upon Trustee notice to Sponsor.

All reasonable expenses of plan administration as shown on Schedule B attached hereto, as amended from time to time, shall be a charge against and paid from the appropriate Participants' accounts, except to the extent such amounts are paid by the Sponsor in a timely manner.

Any overcharge by the Trustee, or underpayment of fees or expenses by the Sponsor that is the result of a good-faith fee dispute, shall bear interest until paid by the appropriate party with such interest determined by calculating the average of the prime rates reported in the Wall Street Journal from the date of



overpayment or underpayment until such corrective payment is made by the appropriate party. Any underpayment of fees or expenses by the Sponsor that is not the subject of a good-faith fee dispute shall bear interest until paid at the rate of the lesser of (i) 1½% per month, or (ii) the maximum amount permitted by law.

All expenses of the Trustee relating directly to the acquisition and disposition of investments constituting part of the Trust, all taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust or the income thereof, and any other reasonable expenses of Plan administration as determined and directed by the Administrator, shall be a charge against and paid from the appropriate Participants' accounts.

## **Section 8      Directions, Indemnification and Data Conditions**

### **(a)      Identity of Administrator and Sponsor**

The Trustee shall be fully protected in relying on the fact that the Sponsor and the Administrator under the Plan are the individuals or entities named as such above or such other individuals or persons as the Sponsor may notify the Trustee in writing.

### **(b)      Directions from Administrator and Sponsor**

Whenever the Administrator or Sponsor provides a direction to the Trustee, the Trustee shall not be liable for any loss or expense arising from the direction if the direction is contained in a writing provided by any individual whose name has been submitted (and not withdrawn) in writing to the Trustee by the Administrator or Sponsor, unless it is clear on the direction's face that the actions to be taken under the direction would be contrary to the terms of this Agreement. The Trustee may rely without further duty of inquiry on the authority of any such individual to provide direction to the Trustee on behalf of the Administrator or Sponsor, respectively.

For purposes of this Section, such direction may also be made via EDT, facsimile or such other electronic means in accordance with procedures agreed to by the Administrator or Sponsor and the Trustee and, in any such case, the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Administrator or Sponsor, respectively.

### **(c)      Co-Fiduciary Liability**

In any other case, the Trustee shall not be liable for any loss or expense arising from any act or omission of any other fiduciary under the Plan, except as required by applicable law.

### **(d)      Indemnification**

To the extent permitted by the laws of the jurisdiction in which the Sponsor is located, the Sponsor shall indemnify the Trustee against, and hold the Trustee harmless from, Losses, that may be incurred by, imposed upon, or asserted against the Trustee by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or Trust, excepting only any and all Losses arising solely from the Trustee's negligence or bad faith.

The Trustee shall indemnify the Sponsor against, and hold the Sponsor harmless from, any and all Losses that may be incurred by, imposed upon, or asserted against the Sponsor by reason of any claim, regulatory proceeding, or litigation arising from Trustee's negligence or bad faith.

In addition to any other indemnification provided to Trustee by Sponsor under this Agreement and to the extent permitted by the laws of the jurisdiction in which the Sponsor is located, the Sponsor shall indemnify Trustee against, and hold Trustee harmless from, any and all Losses that may be incurred by, imposed upon, or asserted against Trustee by reason of any claim, regulatory proceeding, or litigation arising from Sponsor's failure to provide, or delay in providing, information to Trustee necessary to effectuate the transfer of funds pursuant to the Auto-Debit service in Section 20(h) or any deficiency or lack of funds in any account from which Sponsor has directed Trustee to deduct payments under that section.

**(e) Data Conditions**

Sponsor represents that all data and documentation, including employee data and/or participant data (the "Data") provided to Trustee to be used in performing the services under this Agreement shall be provided in a timely manner, in good condition, correct, complete and submitted in accordance with Trustee's specifications (such specifications to be provided to the Sponsor by the Trustee from time to time) and guidelines. Trustee shall be entitled to rely on the accuracy and completeness of such data and shall have (i) no liability for inaccuracies in Data originating from Sponsor, the Sponsor participants or Sponsor's third party service providers, (ii) no duty to verify such information except where the data is clearly erroneous on its face. If any data is not submitted in accordance with these requirements, or if Trustee detects errors or omissions in the data submitted, Trustee shall promptly notify Sponsor and return such data to Sponsor for correction and modification unless (i) Sponsor and Trustee agree, in writing, that Trustee is to make corrections or modifications to the data for an additional fee, or (ii) the Sponsor will provide prompt direction as necessary to correct any errors or omissions in the Data. For purposes of these requirements and except to the extent such treatment would be inconsistent with applicable law, Trustee may treat scanned electronic copies of paper records as the official records.

**(f) Exclusion of Damages**

Neither party shall be liable to the other party for any indirect, special, consequential or punitive damages, including, but not limited to, loss of business or loss of profits, regardless of the form of action, which may arise from the performance, nonperformance, default or other breach of this Agreement.

**Section 9 Resignation or Removal of Trustee and Termination**

**(a) Resignation and Removal**

The Trustee may resign at any time in accordance with the notice provisions set forth below. The Sponsor may remove the Trustee at any time in accordance with the notice provisions set forth below.

**(b) Termination**

This Agreement may be terminated in full, or with respect to only a portion of the Plan (i.e., a "partial deconversion") at any time by the Sponsor upon prior written notice to the Trustee in accordance with the notice provisions set forth below.

**(c) Notice Period**

In the event either party desires to terminate this Agreement or any Services hereunder, the party shall provide at least one hundred and eighty (180) days prior written notice of the termination date to the other party; provided, however, that the receiving party may agree, in writing, to a shorter notice period.

**(d) Transition Assistance**

In the event of termination of this Agreement, if requested by Sponsor, the Trustee shall assist the Sponsor in developing a plan for the orderly transition of the Plan data, cash and assets then constituting the Trust and services provided by the Trustee hereunder to the Sponsor or its designee. The Trustee shall provide such assistance for a period not extending beyond sixty (60) days from the termination date of this Agreement. The Trustee shall provide to the Sponsor, or to any person designated by the Sponsor, at a mutually agreeable time, one file of the Plan data prepared and maintained by the Trustee in the ordinary course of business, in the Trustee's format. The Trustee may provide other or additional transition assistance as mutually determined for additional fees, which shall be due and payable by the Sponsor prior to any termination of this Agreement.

**(e) Failure to Appoint Successor**

If, by the termination date, the Sponsor has not notified the Trustee in writing as to the individual or entity to which the assets and cash are to be transferred and delivered, the Trustee may bring an appropriate action or proceeding for leave, to deposit the assets and cash, with a court of competent jurisdiction. The Trustee shall be reimbursed by the Sponsor for all costs and expenses of any such action or proceeding including, without limitation, reasonable attorneys' fees and disbursements.

**Section 10 Successor Trustee**

**(a) Appointment**

If the office of Trustee becomes vacant for any reason, the Sponsor may in writing appoint a successor trustee under this Agreement. The successor trustee shall have all of the rights, powers, privileges, obligations, duties, liabilities, and immunities granted to the Trustee under this Agreement. The successor trustee and predecessor trustee shall not be liable for the acts or omissions of the other with respect to the Trust.

**(b) Acceptance**

As of the date the successor trustee accepts its appointment under this Agreement, title to and possession of the Trust assets shall immediately vest in the successor trustee without any further action on the part of the predecessor trustee, except as may be required to evidence such transition. The predecessor trustee shall execute all instruments and do all acts that may be reasonably necessary and requested in writing by the Sponsor or the successor trustee to vest title to all Trust assets in the successor trustee or to deliver all Trust assets to the successor trustee.

**(c) Corporate Action**

Any successor to the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

**Section 11 Resignation, Removal, and Termination Notices**

All notices of resignation, removal, or termination under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested, to the

addresses listed on Schedule A or to such other addresses as the parties have notified each other of in the foregoing manner.

## **Section 12 Duration**

This Trust shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment, modification, and termination thereof.

## **Section 13 Amendment or Modification**

Except as specifically provided otherwise in this Agreement, this Agreement may be amended or modified at any time and from time to time only by an instrument executed by both the Sponsor and the Trustee. The individuals authorized to sign such instruments on behalf of the Sponsor shall be those authorized by the Sponsor in Schedule A. Sponsor remains responsible for providing Trustee with timely written updates of any changes to the names of individuals from whom Trustee is to seek direction on behalf of the Sponsor consistent with these procedures. Notwithstanding any other provision of this Agreement to the contrary, in the event Trustee proposes changes that would affect the servicing of the Plan(s) and constitute a change to the terms of this Agreement or any then-existing directions documents in effect (including, if applicable, the Plan Administration Manual), the following process shall apply. Trustee will provide a detailed written description of such changes prior to implementing same. Such description will inform the Sponsor of its right to affirmatively reject any or all such proposed changes upon written notice back to Trustee. Sponsor will be permitted no less than 30 days to object to any change described in such notice. Where the Sponsor notifies Trustee within such period of its choice to opt out, the change will not be implemented and this Agreement and then-current directions documents shall remain unaffected. In the event the Sponsor does not opt out within such period by providing written notice of its objection to Trustee, the change will be (i) deemed to have been approved by the Sponsor, and (ii) implemented by the Trustee, and the detailed written description initially provided by the Trustee shall be deemed to constitute the Sponsor's direction to Trustee (and, to the extent applicable for a particular change, direction to Trustee's affiliates) on the matter. In this process, Sponsor retains all discretionary control with respect to the administration of the Plan(s) and the investment of all Plan assets covered by this Agreement. Sponsor remains responsible for (i) ensuring the Plan's operation (as proposed to be revised by any such notice from Trustee) is in accordance with the Plan document by either determining that the change is not inconsistent with the Plan's terms or amending the Plan, within permitted remedial amendment periods if applicable, in order to avoid any such inconsistency, and (ii) notifying Participants and other affected parties of any changes (except where Trustee has explicitly agreed hereunder to provide such notifications). Trustee will not be required to acquire and review any Plan document or amendment with respect to each change. Trustee acknowledges and agrees that the "opt out" approach as described above shall not be used for changes to the investment line-up of the Plan(s), material changes to the fee schedule(s), or changes to the general legal standards of care set forth in this Agreement, as any such modifications will continue to require a document executed by the Sponsor and, in some cases, the Trustee.

## **Section 14 Electronic Services**

(a) The Trustee may provide communications and Electronic Services via electronic media, including, but not limited to NetBenefits<sup>®</sup>, eWorkplace<sup>®</sup> and Fidelity Plan Sponsor WebStation<sup>®</sup>. The Sponsor agrees to use such Electronic Services only in the course of reasonable administration of or participation in the Plan and to keep confidential and not alter, publish, copy, broadcast, retransmit, reproduce, frame-in, link to, commercially exploit or otherwise disseminate the Electronic Services, any content associated therewith, or any portion thereof (including, without limitation, any trademarks and service marks associated therewith), without the written consent of the Trustee. Notwithstanding the

foregoing, the Trustee acknowledges that certain Electronic Services may, by their nature, be intended for non-commercial, personal use by Plan Participants or their beneficiaries, with respect to their participation in the Plan, or for their other retirement or employee benefit planning purposes, and certain content may be intended or permitted to be modified by the Sponsor in connection with the administration of the Plan. In such cases, the Trustee will notify the Sponsor of such fact, and any requirements or guidelines associated with such usage or modification no later than the time of initial delivery of such Electronic Services. To the extent permission is granted to make Electronic Services available to administrative personnel designated by the Sponsor, it shall be the responsibility of the Sponsor to keep the Trustee informed of which the Sponsor personnel are authorized to have such access. Except to the extent otherwise specifically agreed by the parties, the Trustee reserves the right, upon notice when reasonably feasible, to modify or discontinue Electronic Services, or any portion thereof, at any time.

(b) Without limiting the responsibilities of the Trustee or the rights of the Sponsor stated elsewhere in this Agreement, Electronic Services shall be provided to the Sponsor without acceptance of legal liability related to or arising out of the electronic nature of the delivery or provision of such Services. To the extent that any Electronic Services utilize Internet services to transport data or communications, the Trustee will take, and the Sponsor agrees to follow, reasonable security precautions, however, the Trustee disclaims any liability for interception of any such data or communications. The Trustee reserves the right not to accept data or communications transmitted electronically or via electronic media by the Sponsor or a third party if it determines that the method of delivery does not provide adequate data security, or if it is not administratively feasible for the Trustee to use the data security provided. The Trustee shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication, nor does the Trustee make any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Trustee shall not be responsible for any loss or damage related to or resulting from any changes or modifications to the Electronic Services made in violation of this Agreement.

(c) The Sponsor acknowledges that certain web sites through which the Electronic Services are accessed may be protected by passwords or require a login and the Sponsor agrees that neither the Sponsor nor, where applicable, Plan Participants, will obtain or attempt to obtain unauthorized access to such Services or to any other protected materials or information, through any means not intentionally made available by the Trustee for the specific use of the Sponsor. To the extent that a personal identification number (PIN) is necessary for access to the Electronic Services, the Sponsor and/or its Plan Participants, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

## **Section 15      Assignment**

This Agreement, and any of its rights and obligations hereunder, may not be assigned by any party without the prior written consent of the other party(ies), and such consent may be withheld in any party's sole discretion. Notwithstanding the foregoing, Trustee may assign this Agreement in whole or in part, and any of its rights and obligations hereunder, to a subsidiary or affiliate of Trustee without consent of the Sponsor. All provisions in this Agreement shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns.

## **Section 16      Proprietary Material**

All Plan and Participant data and Content provided by the Sponsor to the Trustee for the provision of services contemplated herein shall remain the property of the Sponsor. Trustee, its vendors and assignees shall retain title to any systems, methods, know-how and materials used in providing the services

contemplated herein (including without limitation hardware, software and other procedures and methods, documents or scripts whether written or electronic) (collectively, “Trustee and Third Party Intellectual Property”). Sponsor acknowledges that any such Trustee and Third Party Intellectual Property developed or used by Trustee, its vendors or assignees in providing the services is the proprietary and confidential property of the respective party.

## **Section 17 Force Majeure**

No party shall be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligation(s) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, acts of terrorism, whether actual or threatened, quarantines, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, power outages or strikes. This clause shall not excuse any of the parties to the Agreement from any liability which results from failure to have in place reasonable disaster recovery and safeguarding plans adequate for protection of all data each of the parties to the Agreement are responsible for maintaining for the Plan.

## **Section 18 Confidentiality; Safeguarding of Data**

### **(a) Confidential Information**

In connection with this Agreement, each of the parties has disclosed and may continue to disclose to the other party information that relates to the disclosing party’s business operations, financial condition, employees, former employees, eligible dependents and beneficiaries of such employees and former employees, customers, business associates, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the parties, Trustee and Sponsor each agree that from and after the Effective Date (i) all information communicated to it before or after the Effective Date by the other and identified as confidential or proprietary, (ii) all information identified as confidential or proprietary to which it has access in connection with the services, whether such access was before or after the Effective Date, (iii) all information communicated to it that reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party including without limitation technical, trade secret or business information, financial information, business or marketing strategies or plans, product development or customer information, and (iv) the terms and conditions of this Agreement (collectively, the “Confidential Information”) will be used only in accordance with this Agreement.

### **(b) Ownership of Information/Safeguarding Information**

Each party’s Confidential Information will remain the property of that party except as otherwise expressly provided in this Agreement. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may use and disclose relevant aspects of the other party’s Confidential Information to its employees, affiliates, subcontractors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations under this Agreement or the enforcement of its rights under this Agreement; provided, however, that the disclosing party shall ensure that such parties agree to be bound by confidentiality provisions at least as restrictive as those set forth in this section; and provided further, however, that in no event shall Sponsor disclose such Confidential Information to direct competitors of the Trustee. Each party will be responsible for any improper disclosure of Confidential Information by such party’s employees, affiliates, subcontractors or agents. Neither party will (i) make any use or copies of the Confidential Information of

the other except as contemplated by this Agreement, or (ii) sell, assign, lease or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party will withhold the Confidential Information of the other party (including in the case of the Sponsor, the Personal Data) or refuse for any reason (including due to the other party's actual or alleged breach of this Agreement) to promptly return to the other party its Confidential Information (including copies thereof) if requested to do so.

**(c) Return of Information**

Upon expiration or any termination of this Agreement and completion of a party's obligations under this Agreement, each party will return or destroy, as the owner may direct, all documentation in any medium that contains or refers to the other party's Confidential Information; however, each party may retain copies of Confidential Information of the other party solely to the extent required for compliance with applicable professional standards and applicable law.

**(d) Exceptions to Confidential Treatment**

Sections 18(a), (b) and (c) shall not apply to any particular information that either party can demonstrate (i) was, at the time of disclosure to it (a) already known to the receiving party (and not subject to a pre-existing confidentiality agreement) or (b) publicly known; (ii) after disclosure to it, becomes publicly known through no fault of the receiving party; (iii) was received after disclosure to it from a third party who did not indicate that the information was to be treated as confidential in connection with the disclosure or (iv) was independently developed by the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this section for disclosing Confidential Information of the other party to the extent required to satisfy any valid subpoena, court order, litigation or regulatory request, or any other legal requirement of a competent governmental authority, provided that following receipt of any such request, or making a determination that disclosure is legally required, and to the extent that it may legally do so, such party advises the other party prior to making such disclosure in order that the other party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. In addition, Trustee will not be considered to have breached its obligations under this section for using or disclosing Confidential Information to the extent Trustee or an affiliate of the Trustee is specifically authorized by an individual to use that individual's personal information (including plan-related and account-related information applicable to that individual) in connection with any other Trustee products or services.

**(e) No Duty to Disclose**

Nothing contained in this section will be construed as obligating a party to disclose its Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any rights or license to the Confidential Information of the other party provided that Trustee shall be excused from its obligations to perform hereunder to the extent Sponsor fails to provide any such information as is reasonably necessary for Trustee to perform the services and otherwise meet its obligations hereunder.

**(f) Personal Data**

In order to fulfill its obligations under this Agreement, Trustee may receive in connection with this Agreement or the services provided hereunder personal data, including compensation, benefits, tax, marital/family status and other similar information about participants ("Personal Data"). Trustee acknowledges that it is receiving Personal Data only in connection with the performance of the services and Trustee will not use or disclose Personal Data without the permission of the Sponsor for any purpose

other than as permitted in this Agreement and in fulfilling its obligations under this Agreement, unless disclosure is required or permitted under this Agreement or by applicable law. With respect to Personal Data it receives under this Agreement, Trustee agrees to (i) safeguard Personal Data in accordance with its privacy policy, and (ii) exercise at least the same standard of care in safeguarding such Personal Data that it uses to protect the personal data of its own employees. Notwithstanding the foregoing, Sponsor may monitor Trustee's interactions with participants, and Sponsor authorizes Trustee to permit third-party prospects of the Trustee to monitor Participants' interactions for the purpose of evaluating Trustee's services. Nothing in this Agreement shall affect in any way other product or service arrangements entered into separately by Trustee or its affiliates and the Sponsor and/or participants.

**(g) Foreign Data Protection Laws**

Sponsor is responsible for any and all activities necessary to ensure compliance with applicable laws regarding data protection outside of the United States and for ensuring that the transfer of Personal Data to Trustee is in compliance with such laws. Sponsor will not transfer any Personal Data to Trustee unless Sponsor has satisfied such laws, such as through the use of consents. Trustee will be entitled to presume that, unless notified to the contrary by Sponsor, activities necessary to ensure compliance with such laws have been satisfied by Sponsor with respect to all Personal Data furnished to Trustee hereunder. Trustee will have no obligation to process any Personal Data if Trustee is on notice that compliance with such laws has not been met.

**Section 19 Resolution of Disputes**

**(a) Informal Dispute Resolution**

In the event that there is a dispute, claim, question or difference arising out of or relating to this Agreement or any alleged breach hereof (a "Dispute") (except to the extent such Dispute is covered by Section 19(c) hereof), prior to the initiation of any action in a court of law, the parties will use reasonable efforts to settle such Dispute. During the course of such discussions, all reasonable requests made by one party to another for non-privileged information, reasonably related to the Dispute, will be honored in order that each of the parties may be fully apprised of the other's position. The specific format for such discussions will be left to the discretion of the parties, but may include the preparation of agreed-upon statements of fact or written statements of position.

**(b) Non-Binding Mediation**

Except as expressly provided otherwise in this Agreement, if the parties do not reach a solution pursuant to the provisions of Section 19(a) within a period of twenty (20) business days, then upon written notice by a party to the other party, the parties will attempt in good faith to resolve the Dispute by non-binding mediation. Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of (i) the good-faith determination by the appropriate senior executives of each party that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the mediator.

**(c) Exceptions to Dispute Resolution Procedure**

The provisions of this Section 19 will not be construed to prevent a party from (i) seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted or threatened breach) of this Agreement by the other party, or (ii) making any claim or asserting any defense in litigation or other formal proceedings to the extent necessary (A) to avoid the expiration of any applicable limitations period, (B) to preserve a superior position with respect to other creditors, or (C) in the case of



claims involving third parties, to allow for an expeditious and orderly presentation of a party's claims or defenses.

## **Section 20    General**

### **(a)    Performance by Trustee, its Agents or Affiliates**

The Sponsor acknowledges and authorizes that the services to be provided under this Agreement shall be provided by the Trustee, its agents or affiliates, including but not limited to FIIOC, FBSLLC, or the successor to any of them, and that certain of such services may be provided pursuant to one or more separate contractual agreements or relationships.

### **(b)    Entire Agreement**

This Agreement, together with the schedules, referenced herein, contains all of the terms agreed upon between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, written or oral, made by the parties with respect to the services.

### **(c)    Waiver**

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of (1) any other obligation hereunder or (2) any subsequent failure or refusal to comply with any other obligation hereunder.

### **(d)    Successors and Assigns**

The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

### **(e)    Partial Invalidity**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

### **(f)    Section Headings**

The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

### **(g)    Communications**

#### **(i)    Content**

The Sponsor shall provide all information requested by the Trustee to help it prepare Participant communications necessary to allow the Trustee to meet its obligations under this Agreement. The Sponsor represents that Participant communications prepared by Sponsor will include information

required by applicable regulations. The Trustee shall have no responsibility or liability for any Losses resulting from the use of information provided by or from communications prepared by the Sponsor.

**(ii) Delivery**

The Sponsor agrees to furnish the communications to Participants in the manner as determined under applicable law.

**(h) Auto-Debit**

Notwithstanding anything herein to the contrary, Sponsor hereby directs Trustee to request and receive payments in connection with contributions and other payments made to the Plan through the ACH via an electronic funds transfer from Sponsor's bank account as the Sponsor shall direct Trustee in writing. Sponsor agrees that it shall be solely responsible for assuring that Trustee is in receipt of the information necessary to effectuate the transfer of funds pursuant to this paragraph and that the bank account described under this paragraph or any subsequent directions to the Trustee contains sufficient funds to satisfy Trustee's ACH request. Funds received via an electronic funds transfer will be credited to Participant's accounts the day they are received by Trustee, if received prior to the close of the NYSE's business day.

**(i) Survival**

The Trustee's and Sponsor's respective obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including but not limited to those contained in Sections and subsections entitled "Indemnification" and "Confidentiality; Safeguarding of Data", shall survive any termination of the Agreement.

**(j) Duty to Mitigate Damages**

Each party has a duty to mitigate the damages that would otherwise be recoverable from the other party pursuant to this Agreement by taking appropriate, commercially reasonable actions to reduce or limit the amount of such damages.

**(k) Sponsor Authorization**

Sponsor understands, acknowledges and agrees that, (i) Trustee utilizes omnibus accounts at unaffiliated banks for money movement into and out of investment options in defined contribution plans, and (ii) Trustee acts as agent for the Plan with respect to such accounts and generally invests the funds awaiting settlement of transactions or clearance of disbursements in short-term investments.

Sponsor hereby authorizes Trustee, in accordance with the foregoing process, to (i) commingle funds in transit to or from the Plan with other plans' funds for transaction accounts, (ii) invest overnight omnibus transaction account balances in short-term investments, (iii) use float earnings to pay bank fees and make other required adjustments, and (iv) retain net float earnings attributable to the Plan. Trustee shall be responsible for paying any bank fees that are not covered by earnings generated by the omnibus accounts.

For purposes of the foregoing, net float earnings shall be determined by subtracting from gross float earnings any fees charged by the banks in connection with such accounts. Gross float earnings will also be subject to adjustments arising in connection with an omnibus trading process.

Neither the Sponsor nor the Plan shall be liable for any diminution in the value of such overnight investments. Provided that the Sponsor has provided timely funding, neither the Sponsor nor the Plan shall be responsible for any failure to settle or clear from such omnibus accounts any proper or timely trade or disbursement if such failure results from a decrease in the value, or temporary inaccessibility of funds attributable to either the use of a specific bank or the overnight investment of balances from such accounts.

**(l) Changes to the Original Agreement**

This Agreement has been prepared and executed by the Trustee in anticipation of countersignature by the Sponsor, without any further negotiation or changes. Any changes made to this Agreement by the Sponsor, other than execution by the Sponsor, shall render the entire Agreement null and void.

**Section 21 Governing Law**

**(a) Massachusetts Law Controls**

This Agreement is being made in the Commonwealth of Massachusetts, and the Trust shall be administered as a Massachusetts trust. The validity, interpretation, and performance of this Agreement will be governed and construed in accordance with the laws of the jurisdiction in which the Sponsor is located, except with respect to trustee functions which shall be governed by the banking laws of the Commonwealth of Massachusetts or as otherwise superseded by federal law.

**(b) Trust Agreement Controls**

The Trustee is not a party to the Plan, and in the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement shall control.

**Section 22 Plan Qualification**

The Sponsor hereby represents that the Plan is intended to meet the requirements of the Code applicable to governmental eligible 457(b) plans and the Trust established hereunder is intended to be tax-exempt under section 501(a) of the Code.

The Sponsor has the sole responsibility for ensuring the Plan's status as an eligible 457(b) governmental plan and full compliance with the applicable requirements of the Code, even if the Sponsor previously used Fidelity's sample governmental 457(b) Plan. The Sponsor shall take appropriate actions to request from the IRS, as and when required, an opinion letter, private letter ruling, and/or determination letter and make such reasonable changes to the Plan document and operations as are required by the IRS to obtain or maintain the Plan's status. If the Plan ceases to meet the Code requirements applicable to Code section 457(b) plans, the Sponsor shall notify the Trustee as promptly as is reasonable.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized signatories as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Agreement on behalf of the respective parties. Each party may rely without duty of inquiry on the foregoing representation.

**FIDELITY MANAGEMENT  
TRUST COMPANY**

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
FMTC Authorized Signatory

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A – Plan-Specific Information (include separate Schedule A for each Plan covered by the Agreement)**

**Sponsor Information ("Sponsor")**

Sponsor Name:

Address:

Telephone number:

Fax number:

EIN:

Administrator:

**Plan Information ("Plan")**

Internal Revenue Code section 457(b) Plan Name:

Fidelity Plan Number:

Plan (Fiscal) Year End:

**Directing Parties Information.** Changes to the Directing Parties information set forth below shall be made in writing by the Sponsor or through such other means as may be acceptable to Trustee from time to time in its sole discretion.

**Sponsor.** The following individuals may provide directions to Trustee on behalf of the Sponsor as of the Effective Date, and Trustee will be fully protected in relying on instructions from these individuals. It is the Sponsor's responsibility to immediately inform The Trustee in writing of all changes to this list and Trustee may rely upon this information until Sponsor delivers to Trustee written notice of the termination of authority of a designated individual. Where more than one individual is listed below, only one such individual need provide any direction. Additionally, for purposes of providing directions via Plan Sponsor Webstation® ("PSW") or such other electronic means as agreed to between the Sponsor and Trustee, each of the individuals whose names are set forth herein may delegate their authority via completion of a PSW access form to other individuals who may provide direction on behalf of the Sponsor.

Contact Name:

Title:

Telephone Number:

Email Address:

Contact Name:

Title:

Telephone Number:

Email Address:

Contact Name:

Title:

Telephone Number:

Email Address:

October 2023

[Add additional names as needed]

[optional and if used, ensure that Schedule D is attached] **Third Party Administrator.**

The Sponsor has hired the following entity to serve as the third party administrator (“TPA”) for the Plan. It is the Sponsor’s responsibility to immediately inform the Trustee in writing of any changes to the TPA and Trustee may rely upon this information until Sponsor delivers to Trustee written notice of any changes.

Name of TPA Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

The following individuals may provide directions to Trustee on behalf of the TPA as of the Effective Date, and Trustee will be fully protected in relying on instructions from these individuals. It is the Sponsor’s responsibility to immediately inform Trustee in writing of changes to the TPA’s status. It is the TPA’s and Sponsor’s responsibility to immediately inform Trustee in writing of all changes to this list and Trustee may rely upon this information until Sponsor or the TPA delivers to Trustee written notice of the termination of authority of a designated individual.

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

[Add additional names as needed]

## **SCHEDULE A-1 *Administrative Services***

### **ADMINISTRATION**

- (a) Establishment and maintenance of Participant account and election percentages.
- (b) Maintenance of the Plan investment options set forth on Schedule C.
- (c) Maintenance of the money classifications set forth in the Plan Administration Manual.
- (d) The Trustee will provide the recordkeeping and administrative services set forth on this Schedule A-1 or as otherwise agreed to in writing (or by means of a secure electronic medium) between Sponsor and Trustee. The Trustee may unilaterally add or enhance services, provided there is no impact on the fees set forth in Schedule B.

### **PARTICIPANT SERVICES**

- (a) Participant service representatives are available each Business Day to provide toll free telephone service for Participant inquiries and transactions.
- (b) Participants have virtually 24 hour account inquiry capabilities through the automated voice response system. Through on-line account access via the worldwide web, Participants also have virtually 24 hour transaction capabilities.
- (c) For security purposes, all calls are recorded. In addition, several levels of security are available including the verification of a PIN or such other personal identifier as may be agreed to from time to time by the Sponsor and the Trustee.
- (d) The following services are available via the telephone or such other electronic means as may be agreed upon from time to time by the Sponsor and the Trustee:
  - (i) Process Participant enrollments, in accordance with procedures set forth in the Plan Administration Manual.
  - (ii) Provide Plan investment option information.
  - (iii) Provide and maintain information and explanations about Plan provisions.
  - (iv) Respond to requests for literature.
  - (v) Allow Participants to change their contribution election percentage(s) and establish/change catch-up contributions, if applicable. Provide updates via EDT for the Sponsor to apply to its payrolls accordingly.
  - (vi) Process exchanges (transfers) between investment options on a daily basis, in accordance with the procedures set forth in the Plan Administration Manual.
- (e) Process in-service withdrawals and full distributions as directed by the Sponsor, in accordance with the Plan Administration Manual.

## **PLAN ACCOUNTING**

- (a) Process consolidated payroll contributions according to the Sponsor's payroll frequency via EDT or Fidelity Plan Sponsor Webstation<sup>®</sup>. The data format will be provided by Trustee.
- (b) Maintain and update employee data necessary to support Plan administration. The data will be submitted according to payroll frequency.
- (c) Provide daily Plan and Participant level accounting for all Plan investment options.
- (d) Provide daily Plan and Participant level accounting for all money classifications for the Plan.
- (e) Audit and reconcile the Plan and Participant accounts daily.
- (f) Reconcile and process Participant withdrawal requests and distributions as approved and directed by the Sponsor. All requests are paid based on the current market values of Participants' accounts, not advanced or estimated values. A distribution report will accompany each check.
- (g) Maintain and process changes to Participants' deferral percentage and prospective and existing investment mix elections or Fidelity Plan Sponsor Webstation<sup>®</sup>.

## **PARTICIPANT REPORTING**

- (a) Provide confirmation to Participants of all Participant initiated transactions either online or via the mail. Online confirms are generated upon submission of a transaction and mail confirms are available by mail within three to five calendar days of the transaction.
- (b) Provide Participant statements in accordance with the procedures set forth in the Plan Administration Manual.
- (c) Provide Participants with required Code Section 402(f) notification for distributions from the Plan. This notice advises Participants of the tax consequences of their Plan distributions.

## **PLAN REPORTING**

Provide a monthly trial balance report presenting all money classes and investments. This report is based on the market value as of the last business day of the month. The report will be delivered not later than twenty (20) calendar days after the end of each month in the absence of unusual circumstances.

## **GOVERNMENT REPORTING**

Process year-end tax reports for Participants.

## **OTHER**

- (a) **Transfers and Rollovers**



Process requests for transfers and/or rollovers of Fidelity account balances to and from other investment options and/or providers for the Plan.

**(b) Qualified Domestic Relations Order Processing**

The Trustee will provide Qualified Domestic Relations Order support by supplying interested parties with plan and benefit information, suspending payments upon notification that a domestic relations order has been submitted, and executing all administrative action required by that order after it has been qualified by the Administrator.

**(c) Prospectus Delivery**

Updated prospectuses and semiannual shareholder reports for Mutual Funds will be mailed or made electronically available to the Sponsor. Participants will receive prospectuses either electronically or in paper form upon request or when making an initial investment in a Mutual Fund.

**(d) Fidelity Plan Sponsor Webstation<sup>®</sup>**

The Fidelity Participant Recordkeeping System is available on-line to the Sponsor via the Fidelity Plan Sponsor Webstation<sup>®</sup>. PSW<sup>®</sup> is a graphical, Windows-based application that provides current plan and Participant-level information, including indicative data, account balances, activity and history. The Sponsor agrees that PSW<sup>®</sup> access will not be granted to third parties without the prior consent of the Trustee.

**(e) Change of Address**

The Trustee shall allow Participants to make address changes via Fidelity's toll-free telephone service as directed by the Sponsor and documented in the Plan Administration Manual.

## **SCHEDULE B – Fee Schedule**

Annual Participant Fee:	\$24 per Participant* annually, billed and payable by the Participant quarterly.
Minimum Required Distribution:	\$25.00 per Participant per MRD Withdrawal <b>WAIVED</b>
In-Service Withdrawals:	\$25.00 per withdrawal. <b>WAIVED</b>
Overnight Mailing Fee:	\$25.00 per transaction
Fidelity Plan Sponsor Webstation <sup>®</sup> :	NONE The Trustee shall not be responsible for any hardware, software or connection, or any other charges in connection with this service.
Return of Excess Contribution Fee:	\$25.00 per Participant, one-time charge per calculation and check generation. <b>WAIVED</b>

- Other Fees: Separate charges may apply for extraordinary expenses resulting from large numbers of simultaneous manual transactions, from errors not caused by the Trustee, reports not contemplated in this Agreement, corporate actions, special projects or the provision of communications materials in hard copy which are also accessible to Participants via electronic services in the event that the provision of such material in hard copy would result in an additional expense deemed to be material. Fees for corporate actions will be based on the characteristics of the project as well as the overall relationship at the time of the project.

\* This fee will be imposed pro rata for each calendar quarter, or any part thereof, that it remains necessary to keep a Participant's account(s) as part of the Plan's records, e.g., vested, deferred, forfeiture, top-heavy and terminated Participants who must remain on file through calendar year-end for 1099-R reporting purposes.

Note: These fees are based on the Plan characteristics, asset configuration, net cash flow, fund selection and number of Participants existing as of the date of this agreement. In the event that one or more of these factors changes significantly, fees may be subject to change upon notice from Trustee to Sponsor. Significant changes in the legal and regulatory environment may also prompt fee changes.

## SCHEDULE C – INVESTMENT OPTIONS

In accordance with Section 5(b) of the Trust Agreement, the Sponsor hereby directs the Trustee that Participants' individual accounts may be invested in the following investment options:

### **TARGET DATE**

Fidelity Freedom® 2005 Class K Fidelity  
Freedom® 2010 Class K Fidelity  
Freedom® 2015 Class K Fidelity  
Freedom® 2020 Class K Fidelity  
Freedom® 2025 Class K Fidelity  
Freedom® 2030 Class K Fidelity  
Freedom® 2035 Class K Fidelity  
Freedom® 2040 Class K Fidelity  
Freedom® 2045 Class K Fidelity  
Freedom® 2050 Class K Fidelity  
Freedom® 2055 Class K Fidelity  
Freedom® 2060 Class K Fidelity  
Freedom® 2065 Class K Fidelity  
Freedom® Income Class K Fidelity  
Freedom® Index 2005 IPR Fidelity  
Freedom® Index 2010 IPR Fidelity  
Freedom® Index 2015 IPR Fidelity  
Freedom® Index 2020 IPR Fidelity  
Freedom® Index 2025 IPR Fidelity  
Freedom® Index 2030 IPR Fidelity  
Freedom® Index 2035 IPR Fidelity  
Freedom® Index 2040 IPR Fidelity  
Freedom® Index 2045 IPR Fidelity  
Freedom® Index 2050 IPR Fidelity  
Freedom® Index 2055 IPR Fidelity  
Freedom® Index 2060 IPR Fidelity  
Freedom® Index 2065 IPR Fidelity  
Freedom® Index Income IPR

### **MONEY MARKET - GOVERNMENT**

Fidelity Government Cash Reserves  
Fidelity Government Money Market  
Fidelity Government Money Market PRM  
Fidelity Treasury Only Money Market

### **BOND**

Fidelity Global Credit  
Fidelity New Markets Income

### **BOND - GOVERNMENT**

Fidelity GNMA  
Fidelity Government Income  
Fidelity Intermediate Government Income  
Fidelity Intermediate Treasury Bond Index  
Fidelity Limited Term Government  
Fidelity Long-Term Treasury Bond Index  
Fidelity Short-Term Treasury Bond Index

### **BOND - DIVERSIFIED**

Fidelity Conservative Income Bond  
Fidelity Corporate Bond  
Fidelity Intermediate Bond  
Fidelity Investment Grade Bond  
Fidelity Mortgage Securities  
Fidelity Short-Term Bond  
Fidelity Strategic Income  
Fidelity Total Bond  
Fidelity U.S. Bond Index

### **BOND - INFLATION-PROTECTED**

Fidelity Inflation-Protected Bond Index

### **BOND - HIGH YIELD**

Fidelity Capital & Income  
Fidelity Floating Rate High Income  
Fidelity Focused High Income  
Fidelity Global High Income  
Fidelity High Income

### **BALANCED/HYBRID**

Fidelity Asset Manager® 20%  
Fidelity Asset Manager® 30%  
Fidelity Asset Manager® 40%  
Fidelity Asset Manager® 50%  
Fidelity Asset Manager® 60%  
Fidelity Asset Manager® 70%  
Fidelity Asset Manager® 85%  
Fidelity Balanced  
Fidelity Multi-Asset Index  
Fidelity Puritan  
Fidelity Strategic Dividend & Income  
Fidelity Strategic Real Return

### **BALANCED/HYBRID - CONVERTIBLES**

Fidelity Convertible Securities

### **DOMESTIC EQUITIES - LARGE VALUE**

Fidelity Blue Chip Value  
Fidelity Dividend Growth  
Fidelity Equity Dividend Income  
Fidelity Equity-Income  
Fidelity New Millennium  
Fidelity Stock Selector Large Cap Value  
Fidelity Value Discovery

**DOMESTIC EQUITIES - MID VALUE**

Fidelity Low-Priced Stock  
Fidelity Mid Cap Value  
Fidelity Value  
Fidelity Value Strategies

**DOMESTIC EQUITIES - SMALL VALUE**

Fidelity Small Cap Value

**DOMESTIC EQUITIES - LARGE BLEND**

Fidelity 500 Index  
Fidelity Growth & Income Portfolio  
Fidelity Large Cap Stock  
Fidelity Leveraged Company Stock  
Fidelity Mega Cap Stock  
Fidelity Total Market Index  
Fidelity U.S. Sustainability Index

**DOMESTIC EQUITIES - MID BLEND**

Fidelity Extended Market Index  
Fidelity Mid Cap Index  
Fidelity Mid-Cap Stock  
Fidelity Stock Selector Mid Cap

**DOMESTIC EQUITIES - SMALL BLEND**

Fidelity Small Cap Discovery  
Fidelity Small Cap Index  
Fidelity Small Cap Stock  
Fidelity Stock Selector Small Cap

**DOMESTIC EQUITIES - LARGE GROWTH**

Fidelity Blue Chip Growth  
Fidelity Capital Appreciation  
Fidelity Contrafund®  
Fidelity Disciplined Equity  
Fidelity Focused Stock  
Fidelity Fund  
Fidelity Growth Company  
Fidelity Growth Discovery  
Fidelity Magellan®  
Fidelity NASDAQ Composite Index®  
Fidelity OTC Portfolio  
Fidelity Stock Selector All Cap  
Fidelity Trend

**DOMESTIC EQUITIES - MID GROWTH**

Fidelity Growth Strategies

**DOMESTIC EQUITIES - SMALL GROWTH**

Fidelity Small Cap Growth

**INTERNATIONAL/GLOBAL - DIVERSIFIED**

Fidelity Diversified International  
Fidelity Global Equity Income  
Fidelity Global Ex U.S. Index  
Fidelity International Capital Appreciation  
Fidelity International Discovery  
Fidelity International Growth  
Fidelity International Index  
Fidelity International Small Cap  
Fidelity International Small Cap Opportunities  
Fidelity International Sustainability Index  
Fidelity International Value  
Fidelity Overseas  
Fidelity Total International Equity  
Fidelity Worldwide

**INTERNATIONAL/GLOBAL - REGIONAL**

Fidelity Canada  
Fidelity China Region  
Fidelity Emerging Asia  
Fidelity Europe  
Fidelity Japan  
Fidelity Japan Smaller Companies  
Fidelity Latin America  
Fidelity Nordic  
Fidelity Pacific Basin

**INTERNATIONAL/GLOBAL - EMERGING  
MARKETS**

Fidelity Emerging Markets Discovery  
Fidelity Emerging Markets  
Fidelity Emerging Markets Index  
Fidelity Total Emerging Markets

## **SPECIALTY**

Fidelity Environment and Alternative Energy  
Fidelity Global Commodity Stock  
Fidelity International Real Estate  
Fidelity Natural Resources  
Fidelity Real Estate Income  
Fidelity Real Estate Index  
Fidelity Real Estate Investment  
Fidelity Select Automotive  
Fidelity Select Banking  
Fidelity Select Biotechnology  
Fidelity Select Brokerage and Investment Management  
Fidelity Select Chemicals  
Fidelity Select Communications Services  
Fidelity Select Construction and Housing  
Fidelity Select Consumer Discretionary  
Fidelity Select Consumer Staples  
Fidelity Select Defense and Aerospace  
Fidelity Select Energy  
Fidelity Select Enterprise Technology Services  
Fidelity Select Financials  
Fidelity Select FinTech  
Fidelity Select Gold  
Fidelity Select Health Care  
Fidelity Select Health Care Services  
Fidelity Select Industrials  
Fidelity Select Insurance  
Fidelity Select Leisure  
Fidelity Select Materials  
Fidelity Select Medical Technology and Devices  
Fidelity Select Pharmaceuticals  
Fidelity Select Retailing  
Fidelity Select Semiconductors  
Fidelity Select Software and IT Services  
Fidelity Select Tech Hardware  
Fidelity Select Technology  
Fidelity Select Telecommunications  
Fidelity Select Transportation  
Fidelity Select Utilities  
Fidelity Select Wireless  
Fidelity Telecom and Utilities

## **STRATEGIC ADVISER FUNDS**

Strategic Advisers® Core Income Multi-Manager Fund\*  
Strategic Advisers® Core Multi-Manager Fund\*  
Strategic Advisers® Emerging Markets Fund of Funds\*  
Strategic Advisers® Growth Multi-Manager Fund\*  
Strategic Advisers® Income Opportunities Fund of Funds\*  
Strategic Advisers® International Multi-Manager Fund\*  
Strategic Advisers® Small-Mid Cap Multi-Manager Fund\*  
Strategic Advisers® Value Multi-Manager Fund\*

\*Fund closed to new plans / investors

The Sponsor hereby directs that the investment option referred to in Section 5(c) shall be the Fidelity Money Market Trust – Retirement Government Money Market Portfolio (or, if not available, in Fidelity Money Market Trust – Retirement Money Market Portfolio, or if not available, in Fidelity U.S. Government Reserves, or, if not available, in Fidelity Cash Reserves), pending receipt of proper instructions from the Participant, without liability to anyone for any loss resulting from the delay in implementing such instructions or fund allocation.

## **Schedule D-Third Party Administrator (“TPA”)**

Additional provisions which are applicable when Sponsor has hired a TPA as shown on Schedule A

### **1. Information Sharing Services**

1.1 Commencement of Information Sharing Services. Trustee will commence providing the Plan Information to the TPA through electronic means, as soon as reasonably practicable (as determined by Trustee) on or after the Effective Date, provided that, if required by Fidelity, an Information Sharing Agreement is in effect between Trustee and the TPA as of such date and at all times afterwards during the term of this Agreement.

1.2 Plan Information to be Shared. The Sponsor hereby directs Trustee to share the Plan Information with TPA with respect to its Plan. The recipient TPA is solely responsible for ensuring that the Plan Information provided by Trustee accurately reflects the TPA’s understanding of such data, as intended by the SPARK Data Format (e.g., pre-tax or after-tax contributions, employee contributions or employer contributions), and that such data is appropriately mapped into its database or other recordkeeping system for the Plan. The TPA is solely responsible for detecting errors or omissions in the Plan Information transmitted and request a corrected data file from Trustee in accordance with its written agreement with Trustee. Trustee may charge the TPA a fee to make corrections or modifications to the Plan Information if Trustee is not solely at fault.

1.3 Method of Information Sharing. Trustee shall share the Plan Information with TPA (1) by permitting access to PSW or other electronic channels by the TPA (at the Sponsor’s direction), and/or (2) if Trustee has agreed to provide an FTP data file to TPA, pursuant to the SPARK Data Format on a monthly basis, and/or (3) by providing access through other mutually agreeable methods (collectively, the “Electronic Services”). In the event that TPA access to Plan Information is permitted using Electronic Services, the Sponsor represents that it has directed the TPA to use such Electronic Services only in the course of servicing the Plan pursuant to this Agreement or providing compliance services to the Sponsor. The Sponsor also represents that it has directed the TPA to follow the terms of use for such Electronic Services, as specified by Trustee. Except to the extent provided otherwise in this Agreement, Trustee reserves the right, upon notice when reasonably feasible, to modify or discontinue Electronic Services, or any portion thereof, at any time

(a) The Sponsor hereby authorizes and directs Trustee to transmit the Plan Information within its control to the TPA for its use in making a determination with regard to the eligibility of participants for certain transactions under the terms of the Plans. Such data transmissions shall be performed in accordance with a separate written agreement between the TPA and Trustee.

(b) The Sponsor agrees that it will provide Trustee and/or the TPA with any Plan Information within its control to assist the TPA in the determination as to whether a participant is eligible for the identified transactions.

1.4 Responsibility for Shared Information. The Sponsor understands that any Plan Information made available to the TPA or transmitted by Trustee to the TPA pursuant to the Sponsor’s direction is solely at the convenience of the Sponsor. The Sponsor agrees to hold Trustee harmless and indemnify Trustee to the fullest extent of the applicable Law with respect to all aspects of the TPA’s handling, mishandling, or failure to handle the Plan Information.

## **2. Electronic Services**

In addition to the provisions of Section 14 of the Agreement, the following provisions shall apply:

2.1 To the extent permission is granted to make Electronic Services available to a TPA designated by the Sponsor, it shall be the responsibility of the Sponsor to keep Trustee informed as to which of the TPA personnel are authorized to have such access.

2.2 To the extent that any Electronic Services utilize Internet services to transport Plan Information or communications, Trustee will take, and the Sponsor shall require the TPA to follow, reasonable security precautions.

2.3 Trustee reserves the right not to send Plan Information or communications electronically to the TPA if it determines that the Plan Information, once received, may not be held by the recipient in a commercially reasonable, secure manner.

2.4 The Sponsor acknowledges that certain web sites through which the Electronic Services are accessed may be protected by passwords or require a login and the Sponsor agrees that neither the Sponsor nor, where applicable, TPAs, will obtain or attempt to obtain unauthorized access to such Services or to any other protected materials or information, through any means not intentionally made available by Trustee for the specific use of the Sponsor. To the extent that a personal identification number (PIN) is necessary for access to the Electronic Services, the Sponsor and/or the TPA, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

## **3. TPA Fees**

The Sponsor hereby directs Trustee to deduct the TPA per participant fee as billed to Trustee by the TPA. The total amount of the fee will be deducted pro-rata from each Participant's and Beneficiary's Account, as payment to the TPA for its' services. Such deductions will be reported to Participants and Beneficiaries on their statements.

## **4. Tax Reporting**

The Sponsor or the TPA must inform Trustee in a timely manner if the taxable portion of a Participant's distribution is different from the cost basis record kept by Trustee for such Participant, so that proper tax reporting will occur.