

Pacific Funds

403(b)(7) Custodial Account Agreement

Tax-Sheltered Investments for Employees of Public Schools and 501(c) (3) Tax-Exempt Organizations

Article I Definitions

1.01 Definitions.

When appearing in this Custodial Agreement, the following terms shall have the meaning set forth in this Article I.

Account – “Account” means the Individual Custodial Account established under this Custodial Agreement for the benefit of the Participant.

Administrator – “Administrator” means the person, committee, or other organization appointed by the Employer’s Plan document to administer the Plan. If an Administrator is not named in the Employer’s Plan document, the Employer shall be the Administrator.

Alternate Payee – “Alternate Payee” means a spouse, former spouse, child or other dependent of a Participant who is assigned under a Qualified Domestic Relations Order, as described in Code Section 414(p), a right to receive all or a portion of a Participant’s Account.

Beneficiary – “Beneficiary” means the individual who is designated by the Participant in a signed written Beneficiary Designation form received by the Custodian prior to the Participant’s death, and who is entitled to receive a benefit in the event of the Participant’s death. The Participant may at any time change the Beneficiary by delivering a subsequent signed written Beneficiary Designation form to the Custodian. If there is no living Beneficiary when the Participant dies, or if there is no signed Beneficiary Designation, any undistributed interest of the Participant shall be paid to the Participant’s spouse, or if there is no spouse, to the Participant’s estate. The Custodian will not change the designation of a spouse upon divorce; a new signed Beneficiary Designation form must be received by the Custodian if the spouse is not to be the Beneficiary after divorce. Assets for any Beneficiary who survives the Participant but dies prior to claiming the assets in the Account must be claimed by the estate of the deceased Beneficiary.

In the event of a Participant’s death, any Beneficiary who opens a Beneficiary Account may name a subsequent Beneficiary to receive the balance of the Beneficiary Account upon the death of the original Beneficiary. The original Beneficiary must file a Beneficiary Designation Form acceptable to the Custodian. The original Beneficiary may at any time change the subsequent Beneficiary by delivering a signed written Beneficiary Designation Form to the Custodian. If there is no living subsequent Beneficiary when the original Beneficiary dies, or if there is no signed subsequent Beneficiary Designation Form, any undistributed interest of the original Beneficiary shall be paid to the original Beneficiary’s spouse as subsequent Beneficiary, or if there is no spouse, to the original Beneficiary’s estate. In no event can any subsequent Beneficiary be treated as a designated Beneficiary of the Participant. See Section 5.01(d) for additional information about distributions to Beneficiaries and subsequent Beneficiaries.

Code – “Code” means the Internal Revenue Code of 1986, as amended.

Custodian – “Custodian” means BNY Mellon Investment Servicing Trust Company, its successors or assigns.

Custodial Agreement – “Custodial Agreement” means this 403(b)(7) Custodial Account Agreement. This Custodial Agreement sets forth the terms and conditions of the Custodial Agreement as set forth herein.

Disability or Disabled – “Disability” or “Disabled” means a condition that causes a Participant to be unable to engage in any substantial gainful activity by reason of a medically determinable physical or medical impairment which can be expected to result in death, or to be of long, continued and indefinite duration, as defined in Code Section 72(m)(7).

Employee – “Employee” means an individual who is or was employed by an Employer, and who has contracted with the Employer to make contributions to an Individual Custodial Account with respect to a Plan, and who became a Participant in the Plan. Neither “leased employees” within the meaning of Code Section 414(n) or (o), nor independent contractors shall be considered to be Employees for purposes of this Custodial Agreement.

Employer – “Employer” means an organization that employs or employed an Employee, which is (1) described in Code Section 501(c)(3) and is exempt under Code Section 501(a); or (2) an educational organization described in Code Section 170(b)(1)(A)(ii) which is a State, a political subdivision of a State, or an agency or instrumentality of any them; or (3) a church or convention, or association of churches that is exempt from tax under Code Section 501, or by a church related organization described in Code Section 414(e)(3).

ERISA – “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

Fund Shares – “Fund Shares” means shares of ownership in an Investment Company.

Individual Custodial Account – “Individual Custodial Account” means a custodial account that meets the requirements of Code Section 403(b)(7) for the benefit of an individual Participant.

Instruction – “Instruction” means an instruction to the Custodian that is any oral, written or electronic direction given by a Participant in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.

Investment Company – “Investment Company” means a “regulated investment company” under Code Section 851(a) providing mutual funds under Code Section 403(b)(7) that is selected from time to time by the Sponsor.

Participant – “Participant” means an Employee who is a Participant in a Plan.

Plan – “Plan” means the plan or arrangement maintained by the Employer and intended to satisfy the requirements of Treasury Regulations Sections 1.403(b)-1 through 1.403(b)-11. If there is a conflict between a Plan and this Custodial Agreement, the Plan shall govern. This Custodial Agreement shall not be considered part of a Plan, regardless of whether a Plan incorporates this Custodial Agreement by reference. Effective January 1, 2009, the Employer shall be solely responsible for ensuring that the Plan document constitutes a written plan that, in form and operation, satisfies the requirements of Code Section 403(b).

Required Beginning Date –

- (a) If the Participant attained age 70 ½ in or prior to 2019 (those Participants born on or prior to June 30, 1949) the Required Beginning Date is: the April 1 following the later of the calendar year in which the Participant reaches age 70½, or, if the individual is not a 5% owner, the calendar year the Participant retires from employment with the Employer.
- (b) If the Participant attained age 70 ½ in or after 2020 (those Participants born on or after July 1, 1949) the Required Beginning Date is: the April 1 following the later of the calendar year in which the Participant reaches age 72, or, if the individual is not a 5% owner, the calendar year the Participant retires from employment with the Employer.

Sponsor – “Sponsor” means the entity with whom the Custodian has entered into a written agreement to offer the Account to Participants.

Article II Maintenance of Custodial Account

2.01 Establishment of Account.

An Account has been established pursuant to this Custodial Agreement for the benefit of the Participant. The Account is intended to be an Individual Custodial Account that meets the requirements of Code Section 403(b)(7) to hold contributions on behalf of the Participant.

2.02 Maintenance of Account.

The Custodian shall maintain the Account in accordance with the terms of this Custodial Agreement and shall hold and administer the assets in the Account, including any gains or income from the investment thereof. The Participant shall notify the Custodian in writing of any change in name, address or Social Security number.

2.03 Nonforfeitable Account.

The interest of the Participant in the Account may not be assigned, and shall not be subject to alienation, assignment, process, garnishment, attachment, execution or levy of any kind. The Participant’s interest in the Account shall at all times be non-forfeitable.

2.04 Exclusive Benefit.

At no time shall it be possible for any part of the assets of the Account to be used for or diverted to purposes other than the exclusive purpose of providing benefits to the Participant and the Participant’s Beneficiaries and defraying the reasonable expenses of administering the Plan, including the Custodian’s expenses. No purported sale, transfer, pledge or assignment by the Participant, his or her spouse, or Beneficiary of all or any part of an interest in the Account shall be recognized by the Custodian. The interest of a Participant, his or her spouse, or a Beneficiary in the Account shall not be subject to the debt, contracts liabilities, engagements or torts of such person or to attachment or legal process against such person, except as permitted or required by law.

2.05 Contributions.

Effective January 1, 2009, Pacific Funds and BNY Mellon Investment Servicing Trust Company stopped accepting contributions, rollovers or transfers into the Account. The Participant’s existing Account retains its original status, growing tax-deferred until distribution.

Article III

Investment of Custodial Account

3.01 Investment Instructions.

The Custodian shall invest the Account in accordance with the Investment Instructions given by the Participant.

3.02 Investment of Account.

The Account shall be invested exclusively in Fund Shares with the Participant as the beneficial owner in accordance with the following provisions:

- (a) All income dividends and capital gains distributions received on the Fund Shares in the Account shall be reinvested in accordance with the Investment Company's then current Prospectus in additional Fund Shares, which shall be credited to the Account.
- (b) Unless directed otherwise by the Participant, the Custodian shall maintain the investments in the Account as last directed.
- (c) Participant Instructions shall be communicated in a form and manner required or accepted by the Custodian.
- (d) The Custodian shall be entitled to rely on any such Instructions supplied by the Participant without being required to verify such Instructions.
- (e) A confirmation shall be mailed to the Participant or provided electronically with respect to each reinvestment showing the investment thereof and current status of the Custodial Account.

3.03 Identification of Accounts.

All Fund Shares of the Investment Company acquired by the Custodian shall be held in the name of the Custodian or its nominee for the benefit of the Participant (or the Beneficiary after the Participant's death). The Account will not be joined for rights of accumulation with Accounts of other Employees of the same Employer.

Article IV

Distributions/Exchanges/Transfers

4.01 Request for Distribution.

The Participant's interest in the Account shall be distributed by the Custodian on Instructions, (written or other form as agreed to by the Custodian) from the Participant or his or her Beneficiary, which designate the method of distribution in a form provided in Section 4.04 below. The Custodian may rely solely on the accuracy of all facts supplied at any time by the Participant or Beneficiary.

4.02 Timing of Distribution.

- (a) The Custodian shall distribute, or commence distribution of the balance credited to a Participant's Account upon receipt of evidence satisfactory to the Custodian that one or more of the following events has occurred:
 - (1) the Participant's death;
 - (2) the Participant's severance from employment;
 - (3) the Participant becomes Disabled;
 - (4) the Participant attains age 59 ½;
 - (4) the Participant's Financial Hardship;
 - (5) the Participant is called to active duty, as permitted by Code Section 72(t)(2)(G);
 - or
 - (6) the Plan is terminated, provided that the Employer does not make contributions to any 403(b) plan for twelve (12) months following distribution of the assets of the Plan, in accordance with Treasury Reg. Section 1.403(b)-10(a)(1).
- (b) Notwithstanding Section 4.02(a), any amounts contributed to a rollover account *prior to January 1, 2009* shall be available for distribution at any time, and shall not be based on the distributable events listed above.
- (c) Distribution from an Account shall commence within thirty (30) days after the Participant or Beneficiary notifies the Custodian of his or her entitlement to a distribution. Such election shall be made by written notice filed with the Custodian. The Custodian shall not be responsible for making any distribution until such time as it has received proper written notification from the Participant, his or her surviving spouse, or the Beneficiary of the occurrence of an event described in Section 4.02(a).

4.03 Form of Distribution.

The Participant or Beneficiary may elect a form of distribution, in such manner as is acceptable to the Custodian, from among the following alternatives:

- (a) a single payment, in cash;

- (b) in installments over a period certain, not to exceed a period measured by the life expectancy of the Participant, or the joint life expectancies of the Participant and the Participant's Beneficiary; or
- (c) a combination of (a) and (b).

4.04 Plan to Plan Transfers from the Account.

The Participant may cause the transfer or exchange, in cash, of all or any portion of the balance of the Participant's Account directly to the custodian of another Individual Custodial Account, or to an insurance company designated by the Participant for the purchase of an annuity contract qualified under Code Section 403(b) if the Administrator certifies that the transaction meets the requirements for a tax-free transfer or exchange under Treasury Reg. Section 1.403(b)-10(b).

4.05 Direct Rollovers.

(a) A Direct Rollover is a payment by a Plan to the Eligible Retirement Plan specified by the Participant. Notwithstanding any provision in an Employer's Plan to the contrary, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover. Any such election may be made at a time and in a manner acceptable to the Custodian.

(b) Eligible Rollover Distributions: An Eligible Rollover Distribution is any distribution of all or any portion of the Distributee's Account, except the following:

- (1) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the Distributee's Beneficiary, or for a specified period of ten years or more;
- (2) Any distribution required under Code Section 401(a)(9);
- (3) Any hardship distribution described in Treasury Notice 2000-32 (and subsequent rulings);
- (4) Any other distribution that is reasonably expected to total less than \$200 during the year

(c) Eligible Retirement Plan: Except as noted in subsection 4.6(c)(6), an Eligible Retirement Plan is any of the following that accepts the Distributee's Eligible Rollover Distribution:

- (1) An individual retirement account described in Code Section 408(a);
- (2) A tax sheltered annuity described in Code Section 403(b); and
- (3) A custodial account described in Code Section 403(b)(7);
- (4) An eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state which agrees to separately account for amounts transferred into such plan from an Account under this Custodial Agreement; and
- (5) A Roth individual retirement account under Code Section 408A(e) where the Direct Rollover is a "qualified rollover contribution" under Code Section 408A(e).
- (6) For Eligible Rollover Distributions to a surviving spouse, or to a former spouse or Alternate Payee under a Qualified Domestic Relations Order under Code Section 414(p), an Eligible Retirement Plan is an individual retirement account or an individual retirement annuity.

(d) Distributee. A Distributee includes the following individuals:

- (1) Employee
- (2) Former Employee
- (3) Employee's or former Employee's surviving spouse
- (4) Employee's or former Employee's surviving spouse who is an Alternate Payee under a Qualified Domestic Relations Order under Code Section 414(p)

4.06 Beneficiary Direct Rollover.

(a) A Beneficiary (spouse and non-spouse) may elect a direct trustee-to-trustee transfer of a distribution from an Account to:

- (1) An individual retirement account described in Code Sections 408(a) or 408(b) that is established for the purpose of receiving the distribution on behalf of the Beneficiary.

(2) A Roth individual retirement account under Code Section 408A(e) where the distribution is a "qualified rollover contribution" under Code Section 408A(e).

(b) Any such trustee-to-trustee transfer shall be treated as a Direct Rollover of an Eligible Rollover Distribution for purposes of Code Section 402(c).

4.07 Distributions Under A Qualified Domestic Relations Order.

The Custodian will distribute all or a portion of a Participant's Account to an Alternate Payee under a Qualified Domestic Relations Order that satisfies the requirements of Code Section 414(p). The Administrator shall be solely responsible for determining whether a Qualified Domestic Relations Order satisfies the requirements of Code Section 414(p).

Article V Required Minimum Distributions

5.01 Required Minimum Distributions.

(a) Notwithstanding anything in this Custodial Agreement or the Plan to the contrary, distribution of a Participant's Account shall comply with Code Sections 401(a)(9) and 403(b)(10) the provisions of which, including any subsequent changes, are incorporated by reference into this Custodial Agreement.

(b) The Participant's entire interest in the Custodial Account must be or begin to be, distributed by the Participant's Required Beginning Date, by which date, the Participant may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in any of the methods described in Article IV above.

(c) Subject to subsection (d) below, the amount of the Required Minimum Distribution for each year is determined by dividing the Participant's account balance on December 31 of the prior year by the factor for the Participant's age on December 31 of the year for which the distribution is made, as shown in the Uniform Lifetime Table in Regulation Section 1.401(a)(9)-9. If the Participant's spouse is the sole primary beneficiary of the Participant and the Participant's spouse is more than 10 years younger than the Participant, the Joint Life and Last Survivor Expectancy Table from Regulation Section 1.401(a)(9)-9 is used to determine the factor each year. If the Participant dies prior to receiving his or her entire Account balance, the rules in subsection (d) will apply.

(d) **Distributions Due to Death of Participant**

(1) Distributions Due to Death of Participant on or Prior to December 31, 2019.

(A) *Death Before Required Beginning Date.* If, prior to the Participant's death, the Participant has not started to take his or her Required Minimum Distributions and the Participant has properly designated a beneficiary(ies), the entire value of the Participant's Account must be distributed to the Participant's beneficiaries within five years after the Participant's death, unless the designated beneficiary elects in writing, no later than September 30th of the year following the year in which the Participant dies, to take distributions over his or her life expectancy. These distributions must commence no later than December 31st of the calendar year following the calendar year of the Participant's death. However, if the Participant's spouse is the Participant's sole beneficiary, these distributions are not required to commence until the December 31st of the calendar year the Participant would have attained age 70½, if that date is later than the required commencement date in the previous sentence. If the Participant dies before his or her Required Beginning Date and the Participant does not have a designated beneficiary, the balance in the Participant's Account must be distributed no later than the December 31st of the calendar year that contains the fifth anniversary of the Participant's death.

(B) *Death After Required Beginning Date.* If the Participant dies on or after his or her Required Beginning Date and the Participant has a designated beneficiary, the balance in the Participant's Account will be distributed to his or her beneficiary over a period not longer than the beneficiary's single life expectancy. These distributions must commence no later than December 31st of the calendar year following the calendar year of the Participant's death. If the Participant dies on or after his or her Required Beginning Date and the Participant does not have a designated beneficiary, the balance in the Participant's Account must be distributed over a period that does not exceed his or her remaining single life expectancy determined in the year of the Participant's death. However, the Required Minimum Distribution for the calendar year that contains the date of the Participant's death is still required to be distributed. Such amount is determined as if the Participant were still alive throughout that year. If the Participant's spouse is his or her sole beneficiary, the spouse may elect to treat the Participant's Account as his or her own Account, whether the Participant dies before or after his or her Required Beginning Date. If the Participant dies after his or her Required Beginning Date and his or her spouse elects to treat the Participant's Account as his or her own Account, any Required Minimum Distribution that has not been distributed for the year of the Participant's death must still be distributed to his or her surviving spouse and then the remaining balance can be treated as the spouse's own Account. After the Participant's death, his or her designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary, provided the original beneficiary's date of death is on or prior to December 31, 2019. If the Participant does not properly designate a beneficiary, or all designated beneficiaries have predeceased the Participant, his or her spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to the Participant's estate.

(2) Distributions Due to Death of a Participant On or After January 1, 2020.

- (A) If the Participant dies on or after his or her Required Beginning Date the Required Minimum Distribution for the year of his or her death must be distributed to the Participant's beneficiary(ies) if it has not otherwise been taken prior to the date of the Participant's death.
- (B) If the Participant has no designated Beneficiary on September 30 of the year following the year in which the Participant dies, the entire value of the Participant's Account must be distributed to his or her beneficiaries by December 31 of the calendar year that contains the fifth anniversary of the Participant's death.
- (C) If the Participant has one or more properly designated beneficiaries, all amounts remaining in the Participant's Account upon his or her death must be distributed no later than December 31 of the calendar year that contains the tenth anniversary of the Participant's death. An exception to the 10-year rule is available for "eligible designated beneficiaries" who elect in writing no later than December 31 of the year after the Participant's death to take distributions over their life expectancy.
- (D) An "eligible designated beneficiary" is any designated beneficiary named by the Participant where such designation is received in proper form prior to the death of the Participant and the designated beneficiary is:
 - (i) The Participant's spouse; if the Participant's designated beneficiary is his or her spouse, the spouse may elect to treat the Participant's account as their own.
 - (ii) A child of the Participant who has not reached the age of majority for the state in which the minor resides. Upon attaining the age of majority, the child of the Participant will no longer be an "eligible designated beneficiary". Any portion remaining must be distributed no later than the end of the tenth year after the year the child reaches majority.
 - (iii) Disabled individuals within the meaning of Code Section 72(m)(7) as of the date of the death of the Participant.
 - (iv) Chronically ill individuals, within the meaning of Code Section 72(m)(7) as of the date of the death of the Participant.
 - (v) An individual not listed above who is not more than 10 years younger than the Participant.
- (E) After the Participant's death, his or her designated Beneficiary including an 'eligible designated beneficiary' who establishes a Beneficiary Account, may name a subsequent Beneficiary in accordance with the following rules:
 - (i) Upon the death of the Participant's designated Beneficiary (*i.e.*, the original Beneficiary), if no subsequent Beneficiary survives the original Beneficiary then:
 - (1) if the original Beneficiary was married, the original Beneficiary's spouse is the subsequent Beneficiary;
 - (2) if the original Beneficiary was not married on the date of the original Beneficiary's death, the assets shall pass to the original Beneficiary's estate.
 - (ii) A subsequent Beneficiary is not eligible to take life expectancy distributions.
 - (iii) Subsequent Beneficiaries who are non-designated Beneficiaries should consult with a tax professional regarding when the Account must be distributed.
 - (iv) A subsequent Beneficiary who is a designated Beneficiary is subject to the '10-year rule' as follows:
 - (1) A subsequent Beneficiary of an "eligible designated beneficiary" has until December 31 of the calendar year that contains the tenth anniversary of the death of the Participant's 'eligible designated beneficiary' to distribute all assets in the Account;
 - (2) A subsequent Beneficiary of a designated Beneficiary who is NOT an 'eligible designated beneficiary' has until December 31 of the calendar year that contains the tenth anniversary of the death of the Participant to distribute all assets in the Account.

5.02 Instructions for Required Minimum Distributions.

The Custodian shall make Required Minimum Distributions under this Article V only upon the Instruction of the Participant. The Custodian shall not be responsible for determining the timing or amount of any Required Minimum Distribution. The Custodian will calculate the Required Minimum Distribution at the request of the Participant, based upon information supplied by the Participant, and shall have no duty or responsibility to verify the accuracy of any information supplied by the Participant.

**Article VI
Loans**

6.01 Loans. Loans are not permitted.

Article VII Hardship Distributions

7.01 Hardship Distributions Permitted.

- (a) To the extent permitted by the Employer's Plan, a distribution may be made to a Participant in the event of a Financial Hardship.
- (b) In processing any withdrawal request, the Custodian shall be fully entitled to rely on the Instructions furnished or certifications made by the Participant, and shall be under no duty to make any inquiry or investigation with respect thereto.

7.02 Financial Hardship.

- (a) A Financial Hardship distribution may only be made on account of an immediate and heavy financial need of the Participant, and where the distribution is necessary to satisfy the immediate and heavy financial need. A Financial Hardship distribution will only be considered as necessary to satisfy an immediate and heavy financial need of the Participant if the distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);
- (b) Financial Hardship shall be determined in accordance with Code Section 403(b), and the regulations thereunder, and the Employer's or Custodian's hardship policy and procedures, if applicable. The following are the only financial needs considered immediate and heavy:
 - (1) expenses incurred (or necessary to obtain) for medical care that would be deductible under Code Section 213(d), determined without regard to the limitations in Code Section 213(a) (relating to the applicable percentage of adjusted gross income and the recipients of the medical care) provided that, if the recipient of the medical care is not listed in Code Section 213(a), the recipient is a primary beneficiary under the Plan (as that term is defined in Treas. Reg. 1.401(k)-1(d)(3)(ii)(C));
 - (2) costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;
 - (3) payment of tuition and related educational fees for the next twelve (12) months of post-secondary education for the Participant, the Participant's spouse, children or dependents, or the Participant's primary beneficiary;
 - (4) payment necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;
 - (5) payments for funeral or burial expenses for the Participant's deceased parent, spouse, child or dependent, or the Participant's primary beneficiary;
 - (6) expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds ten percent (10%) of adjusted gross income; and
 - (7) expenses and losses, including loss of income, incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

Article VIII Administration of Custodial Account

8.01 Taxes.

- (a) Any income taxes or other taxes of any kind whatsoever that may be levied or assessed upon, or in respect of, the Account shall be paid from the assets of the Account. Any transfer taxes incurred in connection to the investment and reinvestment of the assets of the Account shall be paid from the assets of the Account.
- (b) The Custodian shall prepare and file any returns required to be filed by it as Custodian of a Plan under Code Section 403(b), and supply to the Internal Revenue Service any other information as may be required from a custodial account qualifying under Code Section 501(a).

8.02 Fees and Expenses.

- (a) The Custodian shall be entitled to receive any and all reasonable fees specified in the Custodian's current published fee schedule for maintaining the Custodial Account, including, but not limited to, any fees for distributions from, transfers from, and terminations of the Custodial Account. The Custodian may change its fee schedule at any time by giving the Participant 30 days' prior written notice.

Custodial Fee: \$25.00 annual maintenance fee per unique Social Security Number. This fee is owed and due for each full and partial calendar year that the 403b participant holds an open Account. The participant may pay the fee with funds other than those in the Account ("non-custodial funds"). If the fee for a calendar year is not paid by the participant from non-custodial funds by the date reasonably designated by the Custodian or prior to closing the Account, the Custodian is authorized to deduct the fee from funds in the Account at any time immediately after such payment due date or immediately after receiving instructions to close the Account. The Custodian is authorized to change the fee but will give at least 30 days written notice to the participant of any fee change. The Custodian will keep those records, identify, and file returns

and provide other information concerning the Account as required of custodians by the Internal Revenue Code and any regulations issued or forms adopted by the IRS or U.S. Treasury Department.

- (b) The Custodian shall be entitled to reimbursement for any reasonable expenses incurred by the Custodian in the performance of its duties in connection with the Custodial Account, including without limitation administrative expenses, such as legal and accounting fees, expenses incurred in connection with the proceeding described in subsection (d) below, and any taxes of any kind whatsoever that may be levied or assessed with respect to the Custodial Account.
- (c) The Custodian may deduct from the Custodial Account and any contributions to and distributions from the Custodial Account, and transfer to its own account, amounts equal to the fees and reimbursable expenses it is entitled to receive if such amounts are not paid by the Contributor, Responsible Individual or Designated Beneficiary. The Responsible Individual shall remain responsible for any fees and reimbursable expenses the Custodian is not able to recover from such sources.
- (d) In the event that, for any reason, the Custodian is not certain as to who is entitled to receive all or part of the proceeds of the Custodial Account, the Custodian reserves the right to withhold any payment from the Custodial Account, and to request a court ruling to determine the disposition of such proceeds.

ARTICLE IX CUSTODIAN

9.01 Administrative Duties of Custodian.

- (a) The Custodian shall have the authority to take the following actions in the administration of the Account:
 - (1) Maintain the investments in the Account invested as last directed;
 - (2) Employ suitable agents, including appointing sub-custodians (including affiliates of the Custodian) as to part or all of the Account;
 - (3) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any administrative duties under this Custodial Agreement; and
 - (4) Generally take all action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties under the Custodial Agreement.
- (b) The Custodian shall perform or shall cause its agents or sub-custodians to perform the following duties with respect to the Account:
 - (1) Hold the property of the Account in safekeeping facilities of the Custodian or of other custodian banks or clearing corporations; provided that the Custodian shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom or regulation) with any recognized clearing facility, book entry system, centralized custodial depository, or similar organization;
 - (2) Collect income payable to and distributions due to the Account and sign on the Account's behalf all declarations, affidavits, and certificates of ownership required to collect income and principal payments; provided that the Custodian shall not be responsible for the failure to receive payment of (or late payment of) distributions with respect to securities or other property held in the Account;
 - (3) Subject to the timely receipt of notice from an issuer, collect all proceeds from investments held in the Account which may mature or be called;
 - (4) Report the value of the Account as of such dates as the Employer and the Custodian may agree upon, in accordance with methods consistently followed and uniformly applied. In reporting the value of the Account, the Custodian, in accordance with the Custodian's then current practices, shall obtain and rely upon prices and quotes from pricing sources; and
 - (5) The Custodian shall keep accurate and detailed accounts of all contributions, receipts, investments, distributions and all other transactions.
- (c) Proxy Voting: Mutual Funds may be subject to propositions that require a proxy vote by individuals who own Fund Shares in the Mutual Funds. If the agreement between the Custodian and the Sponsor of a Mutual Fund that is an Eligible Investment does not require that the Custodian vote Mutual Fund proxies, then the Custodian will not vote any Fund Shares in that Mutual Fund except upon written direction from the Participant. But, if the agreement between the Custodian and the Sponsor does require that the Custodian vote Mutual Fund proxies, then the Custodian will do the following:
 - (1) The Custodian will forward, or cause to be forwarded, the then-current prospectus, if any, applicable to the Mutual Fund that is an Eligible Investment, and all notices, proxies and proxy soliciting materials received by the Custodian with respect to the Mutual Fund that is an Eligible Investment to the Participant;
 - (2) The Custodian will vote all Fund Shares of the Mutual Fund that is an Eligible Investment in accordance with the proper voting instructions of the Participant; and

- (3) Absent instructions from the Participant, the Custodian will vote such Fund Shares "for," "against" or "abstain" for any proposition in the same proportion as other Participants with voting interests in the same Mutual Funds that are Eligible Investments for which timely instructions were received, unless otherwise required by law.
- (d) At least once each year the Custodian shall furnish the Participant with an annual report of all activity in the Account during the preceding calendar year, which shall be deemed to be the sole accounting required to be provided by the Custodian necessary under this Agreement. If the Sponsor or the Custodian do not receive a written objection to such accounting from the Participant within sixty (60) days after the date the accounting is sent by the Custodian, the Participant shall be considered to have fully approved the accounting and the Custodian shall be relieved from all liabilities and responsibilities that may arise in connection with any matters covered by the accounting.

9.02 Liability of Custodian.

- (a) The Custodian shall be under no duties whatsoever except such duties as are specifically set forth as such in this Custodial Agreement, and no implied covenant or obligation shall be read into this Custodial Agreement against the Custodian.
- (b) The Participant understands and agrees that the Sponsor, the Custodian, and each Fund, and each of their respective officers, directors, trustees, general partners, affiliates, agents and employees, will not be held liable and will be fully protected by the Participant against any and all claims, liabilities, losses, damages and expenses (including attorneys' and accountants' fees) arising out of any request effected in accordance with Participant Instructions.
- (c) Except as hereinafter provided, the Custodian shall not be liable and the Employer and the Participant shall hold the Custodian harmless for any action it shall take when such action or failure to act is in accordance with the written instructions of the Employer or the Participant or is due to the absence of such instructions. In the performance of its duties the Custodian shall be liable only for its own gross negligence and willful misconduct.
- (d) The Custodian shall have no obligation to verify the accuracy, sufficiency or deductibility, under the Plan, the Code or otherwise, of any contributions, exchanges or plan to plan transfers received from the Employer and may rely solely on the representations of the Employer, investment provider or the Participant with respect thereto.
- (e) The Custodian shall have no duty to determine or collect contributions under the Plan, and the Employer shall be solely responsible thereof. The Sponsor, and the Custodian shall not be responsible for determining the amount that may be contributed to the Account on behalf of the Participant, nor shall they be responsible to recommend or compel an Employer to make contributions to the Account. The Custodian shall have no responsibility for any contributions until actually received and accepted by the Custodian in the Account.
- (f) The Participant acknowledges and agrees that the Custodian is not acting as, and shall have no responsibility as a fiduciary as defined in ERISA Section 3(21), and is not the plan administrator of the Plan as defined in ERISA Section 3(16), with respect to the Plan.

9.03 Fund Liquidation and Other Events Permitting Custodian's Exercise of Administrative Discretion.

- (a) In the event that any asset held in the Account is redeemed or liquidated, matures, or is otherwise converted to cash for any reason and the Custodian does not receive timely instructions, or the instructions received cannot reasonably be carried out, or are ambiguous, the Employer and Participant each expressly directs and authorizes the Custodian to take "Any Reasonable Course of Conduct" (as defined in subsection (b) below) with respect to such proceeds.
- (b) "Any Reasonable Course of Conduct" is hereby defined to mean a course of conduct that the Custodian determines to be reasonable under the circumstances -- which may include, but is not limited to any of the following:
 - (1) purchasing shares of a money market mutual fund or any similar asset,
 - (2) distributing the proceeds to persons the Custodian reasonably determines to be lawfully entitled to distributions from the Account, and
 - (3) resigning as Custodian and engaging in a course of conduct, including any described in clauses (1) through (3), outright and free of trust, if the Employer or Participant does not appoint a Custodian which immediately accepts transfer of all proceeds, although nothing in this clause (3) shall be interpreted to obligate the Custodian to resign before taking any course of conduct, including any described in clauses (1) through (3).
- (c) The Custodian is authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course of Conduct from the proceeds, or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset any administrative costs or expenses not otherwise recovered by the Custodian, the Custodian shall be entitled to retain for its own account any incidental benefits earned in connection with taking Any Reasonable Course of Action, including "float," bank service credits or overnight investment earnings.
- (d) The Custodian shall not be liable for any action taken in reliance on this section 9.03 unless such liability is required by the Code or IRS regulations, and the Participant expressly waives and releases the Custodian from all such liability.
- (e) Without limiting the generality of the foregoing, in the event the Custodian makes a distribution from the Account to the persons it reasonably determines to be entitled to Account distributions, the receiving individual and such persons shall bear sole responsibility for any taxes, assessments, penalties, levies, or other liabilities of any nature arising or resulting from the distribution, and for taking any actions following the distribution to avoid or mitigate any such liabilities or consequences.

- (f) This section 9.03 shall not be interpreted to impose any duty of any nature on the Custodian if any one or more of the events described in this Section 9.03 occurs, whether a duty to take or omit to take any act. For purposes of clarification, it is the intention of this Section 9.03 to provide the Custodian with the broadest possible discretion permitted by law, including the discretion to hold any proceeds uninvested.
- (g) The Participant authorizes the Custodian to escheat or otherwise remit to appropriate jurisdictions in accordance with applicable abandoned property or other laws any Investments in the Custodial Account, or any proceeds thereof, and to the extent any Investments of the Custodial Account consist of anything other than cash, the Custodian may escheat or remit the non-cash asset.
- (h) The Participant acknowledges and accepts the risks described in this Section 9.03, including the investment risks and tax consequences of the Custodian taking Any Reasonable Course of Conduct.

9.04 Force Majeure.

BNY Mellon will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement to the extent and while such failure or delay is caused, directly or indirectly, by natural disasters, fire, acts of God, strikes or other labor disputes, work stoppages, acts of war or terrorism, general civil unrest, actual or threatened epidemics, pandemics, widespread disease, act of any government, governmental authority or military authority, declared or threatened state of emergency, legal constraint, the interruption, loss or malfunction of utilities or transportation, communications or computer systems, or any other similar events beyond its reasonable control. BNY Mellon will promptly notify Customer upon the occurrence of any such event and will use commercially reasonable efforts to minimize its effect.

9.05 Indemnification.

The Participant and the Employer shall at all times fully indemnify and save harmless the Custodian from any liability that may arise in connection with this Agreement, except liability from the negligence or willful misconduct of the Custodian. The Custodian shall not be required to prosecute, defend or respond to any action and/or judicial proceeding relating to the Custodial Account unless it has previously received indemnification satisfactory to it in form and in substance.

9.06 Custodian as Agent.

The Employer and the Participant acknowledge and agree that the Custodian shall act on the Instructions of the Participant and that the Custodian is not a fiduciary by virtue of accepting and carrying out its custodian duties under this Agreement and has not accepted any fiduciary duties, responsibilities or liabilities with respect to custodial services. The Custodian shall be under no duties whatsoever except such duties as are specifically set forth as such in this Custodial Agreement, and no implied covenant or obligation shall be read into this Custodial Agreement against the Custodian. In the performance of its duties, the Custodian shall be liable only for its own gross negligence and willful misconduct. The Participant shall have the sole authority and responsibility for the enforcement or defense of the terms and conditions of the Custodial Agreement against, or on behalf of, any person(s) claiming any interest in the Custodial Account.

9.07 Resignation and Removal.

- (a) The Custodian may resign at any time upon 30 days' notice in writing to the Sponsor and Participant, and may be removed by the Sponsor at any time upon 30 days' notice in writing to the Custodian.
- (b) Upon such resignation or removal, the Participant or Sponsor shall appoint a successor custodian, which successor shall be a "bank" as defined in Code Section 401(f)(2). If within 30 days after the Custodian's resignation or removal, the Participant or Sponsor has not appointed a qualified successor custodian which has accepted such appointment, the Custodian may appoint, such successor itself, or elect to terminate the Account.
- (c) Upon receipt by the Custodian of written acceptance of such appointment by the successor custodian, the Custodian shall transfer and pay over to such successor the assets of the Custodial Account and all records pertaining thereto, reserving such sum as it may deem advisable for payment of all its fees, compensation, costs and expenses and any other liabilities constituting a charge on or against the assets of the Custodial Account. The successor custodian shall thereafter be the Custodian under this Custodial Agreement.
- (d) A change in Custodian by reason of the merger, acquisition, or reorganization of the Custodian shall not itself be considered a resignation or cause the termination of this Agreement.

**Article X
Amendment and Termination**

10.01 Amendment.

The Custodian reserves the right to amend all or any part of the terms of this Custodial Agreement in any manner that would not disqualify the Custodial Account from complying with Code Sections 403(b) and 501 upon written notice to the Participant. The Participant hereby grants the Custodian the right to amend the terms of this Agreement in order that the Custodial Account might qualify as a Custodial Account for regulated investment company stock within the meaning of Code Section 403(b)(7). Any such amendment by the Custodian shall become effective upon mailing notice of such amendment to the Employer and the Participant.

10.02 Termination.

This Custodial Agreement shall terminate upon complete distribution of the assets pursuant to a distribution under Article IV, except that terms necessary for the enforcement of rights that survive termination shall remain in effect for purposes of such enforcement.

Article XI Miscellaneous

11.01 Orphan Plan.

Any Account that is not part of a Plan as of January 1, 2009, shall continue to be held by the Custodian for the benefit of the Participant in accordance with the provisions of this Agreement to the maximum extent possible, substituting the Participant for the Employer, subject to the provisions of Revenue Procedure 2007-71.

11.02 Plan Document and ERISA.

The Employer is solely responsible for maintenance of the written Plan document contemplated by Treas. Reg. Section 1.403(b)-3(b)(3). The Plan document shall be administered and maintained by the Employer in a manner consistent with this Custodial Agreement. The Custodian shall have no duty or responsibility to review the provisions of the Plan document and to the extent that there are any conflicts between the Plan document and the Custodial Agreement, the Employer shall advise the Custodian of such conflicts. Unless otherwise advised pursuant to the prior sentence, the Custodian shall be held harmless by the Employer and the Participant in acting in accordance with this Custodial Agreement. The Custodian shall not have any duties or responsibilities with respect to such separate document. The Employer shall be solely responsible for compliance with the nondiscrimination rules of Code Section 403(b)(12), if applicable. If the Plan and Custodial Agreement are determined to be subject to ERISA, then the Employer shall comply with all applicable requirements of ERISA.

11.03 Governing Law.

This Custodial Agreement shall be construed, administered and enforced according to the law of the State of Delaware, except to the extent preempted by ERISA. The Employer, Participant and Custodian hereby expressly waive, to the full extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.

11.04 Conflicts with Plan Document.

In the event of any conflict between the terms of the Plan and the terms of this Custodial Agreement, the terms of the Custodial Agreement shall control with respect to the obligations, duties and liability of the Custodian.

11.05 Successors and Assigns.

Neither the Employer, the Participant nor the Custodian may assign this Agreement without the prior written consent of the others. However, the Custodian may assign this Agreement without consent from the Employer or the Participant to any entity which directly or indirectly controls, is controlled by, or is under common control with, the Custodian. In addition, any entity which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the business of the Custodian shall, upon such succession and without any appointment or other action by the Employer or the Participant, be and become successor custodian hereunder. This Custodial Agreement shall be binding upon, and inure to the benefit of, the Employer, the Participant and the Custodian and their respective successors and permitted assigns.

11.06 State Unclaimed Property Law Disclosure.

Unless preempted by federal law, the assets in the Participant's Account are subject to state unclaimed property laws which provide that if no activity occurs in the Participant's Account within the time period specified by the particular state law, the Participant's assets must be transferred to the appropriate state. The Custodian is required by law to advise the Participant that his or her assets may be transferred to a state in compliance with state law.

11.07 Required Federal Income Tax Withholding On Escheated Accounts.

Effective January 1, 2021, for any Account that becomes dormant and subject to escheatment under state unclaimed property law, the Internal Revenue Service requires reporting of the amount escheated on IRS Form 1099R, and income tax withholding at the time of escheatment to the state. You agree and authorize the Custodian to liquidate sufficient assets in your Account to provide for the withholding to the IRS. The Custodian will remit withholding to the IRS in accordance with any prior withholding election. If you have not made a prior withholding election, the Custodian will remit withholding at a rate of twenty percent (20%).

11.08 Entire Agreement.

This Agreement and any related fee agreement constitute the entire agreement with respect to the matters dealt with herein, and supersede all previous agreements, whether oral or written, and documents with respect to such matters. The determination that any provision of this Agreement is not enforceable shall not affect the validity or enforceability of the remaining provisions.

Article XII Arbitration

12.01 Agreement to Arbitrate.

The Participant agrees that all disputes between the Participant and/or Beneficiaries and the Custodian and/or Sponsor (including their officers, directors, present or former employees) concerning or arising from: (i) the Account maintained with the Custodian; (ii) any transaction involving the Participant's Account, whether or not such transaction occurred in such Account(s); or (iii) the construction, performance, or breach of this Agreement, whether such dispute arose prior, on, or subsequent to the date hereof, shall be determined by arbitration under the commercial arbitration rules of the American Arbitration Association. Any disputes on the arbitrability of a matter or the manner of arbitration shall be determined in such arbitration. Arbitration shall be held in any state or federal court having jurisdiction over this Custodial Account.

12.02 Arbitration Disclosure.

Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.