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## AMENDMENT TO YOUR PLAN LEVEL SUB-CUSTODIAL AGREEMENT

This custodial account agreement amendment updates your sub-custodial agreement documents for recent changes made by the custodian. Several provisions were updated to clarify the role and responsibilities of the custodian, and your responsibilities as Plan Fiduciary. The sections containing the modified provisions are included below.

You do not need to sign or return anything to us for this amendment to apply to your plan level sub-custodial agreement.

### ARTICLE 5 – INVESTMENTS

**5.07 Uninvested Cash Funds.** From time to time the Plan Fiduciary or Account Owners may deposit funds with the Custodian, or the Custodian may receive funds in settlement of trades, that are not subject to a current investment Instruction (or are awaiting the Plan Fiduciary's or Account Owners' direction) (collectively referred to as "Uninvested Cash Funds"). All cash deposits initially shall be placed in one or more demand deposit accounts maintained by the Custodian, and the Accounts shall be credited with all Uninvested Cash Funds the same business day they are received. The Plan Fiduciary agrees that if the Custodian receives no other instructions, Uninvested Cash Funds from the Accounts shall be invested in a stable value fund and various overnight deposits with next day availability (hereinafter "cash sweep funds") using a formula designed to maintain liquidity of the Uninvested Cash Funds. The formula and the funds themselves are disclosed on the Custodian's website at <https://trustprovident.com/self-directed-retirement/investment-options>.

Specifically, the Plan Fiduciary authorizes and directs the Custodian to sweep Uninvested Cash Funds automatically into these cash sweep funds until such time as further direction is received from the Plan Fiduciary or its Designated Representative(s).

The Custodian may adjust the formula for investment between the cash sweep funds or replace any of the cash sweep funds from time to time, but only after providing the Plan Fiduciary with notice of the change. The Plan Fiduciary will be deemed to have consented to this change and the continued investment of any Uninvested Cash Funds in the updated cash sweep fund, unless the Plan Fiduciary notifies us in writing that the Plan Fiduciary does not consent within the 30 day notice period, which begins on the day the Custodian mails, or electronically delivers, the notice to the Plan Fiduciary.

The Plan Fiduciary understands and agrees that the Custodian is entitled to retain as part of its compensation for the services it provides under this Agreement the excess. The Custodian will credit a percentage of these earnings back to the Accounts. The amount credited back to the Accounts will be calculated monthly, and the rate the Plan Fiduciary will receive will be posted on the Custodian's website at <https://trustprovident.com/self-directed-retirement/investment-options>. The Plan Fiduciary will be notified of any change in the rate in advance of that change. Unless the Plan Fiduciary notifies the Custodian in writing that the Plan Fiduciary does not consent, the Plan Fiduciary will be deemed to have consented to this rate change, within 30 days from the date the Custodian provides the Plan

Fiduciary notice of this rate change, which begins on the day the Custodian mails, or electronically delivers, the notice to the Plan Fiduciary.

**5.08 Float.** If the Custodian receives moneys to be used to fund disbursements that have not yet been presented for payment and moneys to be invested in any investments where the appropriate data or investment direction has not been provided to the Custodian (i.e. the Custodian has received the funds to be invested but has not received the corresponding investment data) those moneys may be retained by the Custodian in cash or invested temporarily. Moneys to be invested will generally be invested within three business days of receipt of funds and the correct corresponding investment data.

As additional compensation for the Custodian's services, the Custodian shall retain any interest earned on amounts to be invested pending receipt of investment instructions and the amounts in the Custodian's disbursement account until disbursements are presented for payment, and interest earned in the Custodian's contribution account until the amounts are invested. This interest is commonly known as "float" and is paid by the financial institutions at which the Custodian maintains such accounts and/or the investments in which the Custodian invests in such accounts. Generally, funds are distributed within three days of the distribution request is received or when the distribution data is in good order. The assets on which float is earned are invested in a privately managed account that may include stable value fund(s) and various overnight deposits with next day availability. The upcoming month's expected rate of return and historical actual rates of return for the assets on which float is earned are disclosed at <https://trustprovident.com/self-directed-retirement/investment-options>.

### ARTICLE 11 – MISCELLANEOUS

**11.02 Governing Law; Venue; Other Remedies.** This agreement is subject to all applicable Federal and State laws and regulations and shall be governed by the statutes and regulations of the State of Nevada.

Each party hereby agrees any dispute, claim, controversy or other action pertaining to or arising out of this agreement in connection with or relating to the performance of this agreement or its termination shall only be instituted in the Federal District Court for the District of Nevada and agree Nevada will have exclusive jurisdiction and venue.

If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither the Plan Fiduciary's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions, or the Plan Fiduciary's right or the Custodian's right thereafter to enforce each and every such provision.

**(a) TIME TO BRING LEGAL ACTION; TWO YEAR LIMITATIONS PERIOD.** An action for breach of this Agreement, or any obligation arising therefrom, must be commenced within two years after the cause of action has accrued.

**(b) Class Action Waiver. EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** The judge will have no authority to try a class, collective, representative or group claim/action and will have no authority to make any determination as to the enforceability of this agreement's class/collective action waiver. Further, unless the Plan Fiduciary and the Custodian agree otherwise, the judge will have no authority to consolidate the Plan Fiduciary's claims with any other claims, and may not otherwise preside over any form of a class or representative proceeding.

Subsection (c) was removed.