

Transaction Network Services System Terms and Conditions

Mid Atlantic Capital Corporation - Mid Atlantic Trust Company – Mid Atlantic Financial Management, Inc. –
Mid Atlantic Clearing & Settlement Corporation
(collectively, or individually as the context requires, “Mid Atlantic”)

Your use of Mid Atlantic’s proprietary Transaction Network Services System (“TNS”), located at <https://secure.macg.com>, is subject to the following Terms and Conditions and your other agreement(s) with Mid Atlantic. By clicking “I agree” or otherwise using TNS, you acknowledge that you have read, understood, and agree to these Terms and Conditions, which creates a binding contract between you and Mid Atlantic. In addition, Mid Atlantic has the right to amend these Terms and Conditions at any time through written notice to you at the physical mailing or e-mail address appearing on your Mid Atlantic agreement(s), or by modifying or adding any new or supplemental provisions to these Terms and Conditions as set forth at <https://secure.macg.com>. Your continued use of TNS indicates that you agree to such amendments.

Section 1: TNS Capabilities

TNS is an electronic service offered exclusively through Mid Atlantic, available to you and your authorized users. Depending on your enabled level of service, TNS allows you to initiate the transfer of funds, receive and review account statements and activity, receive certain investment data and analysis, receive and transmit messages, perform reconciliations, receive tax-reporting data, and conduct a variety of related functions via electronic devices.

Section 2: Your Login ID and Password

You will need a login id and password (“login credentials”) to access TNS. You authorize Mid Atlantic to follow all instructions entered through TNS using your login credentials. Because your login credentials can be used to access funds in any of your linked accounts and to access information about any of your linked accounts, you should treat them with the same degree of care and secrecy that you use to protect other financial data. You agree not to provide your login credentials, or to make them otherwise available, to any unauthorized person. In the event that your login credentials are entered incorrectly after multiple attempts, your access to TNS will be blocked. If this occurs, please call Mid Atlantic support at 1-800-693-7800.

Section 3: Authorized Access

The accounts to which you may have access through TNS include accounts for which you act as administrator, trust agent, advisor, general agent, and/or sponsor. You represent and warrant that you have the proper authority to access TNS and the data therein, and to conduct the activity for which you are enabled on behalf of each account to which you and your authorized persons have access.

Section 4: Responsibilities

You accept responsibility for all activity in your accounts made using your TNS login credentials, including any input errors and misuse of the service. You must notify Mid Atlantic immediately if you believe that your login credentials have been lost, stolen or used by an unauthorized person. You must also immediately notify Mid Atlantic if there is a discrepancy in your account balance or any other type of suspicious activity related to your use of TNS. You understand that Mid Atlantic has no obligation to monitor the manner in which your login credentials are used. Additionally, you understand that Mid Atlantic is under no obligation to notify you of any unusual activity in your account(s) that may be accessed with your login credentials.

Section 5: Equipment

Mid Atlantic is not responsible for any loss, damages or injury relating to your ability to access TNS resulting from (i) an interruption in your electrical power, telephone or internet service; (ii) disconnection of your telephone or internet service; or (iii) any defect or malfunction of your electronic devices, telephone or internet service. Mid Atlantic is not responsible for any third party products or software installed on your electronic devices and how they might impact or interfere with TNS. Mid Atlantic also is not responsible for any damage to your electronic devices, software, modem, telephone or other property resulting from the use of TNS, including any damage resulting from an electronic virus.

Section 6: Hours of Operation

TNS is available seven (7) days a week, twenty-four (24) hours a day, except during maintenance periods or during other periods when TNS is unavailable due to circumstances beyond Mid Atlantic's control.

Section 7: Adding, Changing and Removing Accounts

If at any time you wish to change, add or remove an account on TNS, you must provide Mid Atlantic with advance written notice consistent with your applicable account agreement(s). For assistance in closing an account, call Mid Atlantic support at 1-800-693-7800.

Section 8: Float Disclosure

The Department of Labor's Field Assistance Bulletin 2002-03 requires that service providers to retirement plans, such as trust companies, banks, broker-dealers and record keepers, provide their clients with adequate information regarding the service provider's receipt of earnings or other benefits from the use of uninvested cash ("Float"). In connection therewith, please be advised that:

- a) When acting as Custodian or Directed Trustee, Mid Atlantic, and/or its affiliates or agents, may retain, as part of their reasonable compensation, the Float earned on certain plan cash balances. You authorize and direct Mid Atlantic and/or its affiliates or agents to receive Float as a portion of its compensation for performing services to plans. Earnings on Float arise from:
 - i. Cash balances received due to plan contributions, other transfers, or plan asset sales/redemptions. You authorize and direct Mid Atlantic to receive Float from the date it receives cash balances due to plan contributions, other transfers, or plan asset sales/redemptions, until the date Mid Atlantic has received investment or distribution instructions from an authorized person or investment manager and good settlement thereof following execution of purchase orders. For the avoidance of doubt, you authorize and direct Mid Atlantic to receive Float on any cash balances held in a plan account, pending instructions from you or an authorized person. Mid Atlantic executes investment instructions on the same day they are received from an authorized plan fiduciary, and adequate cash is available to fund settlement thereof. In the case of contributions pending investment direction, funds are made available once they have cleared the issuing bank; this is generally the same day for wires and two days for checks;
 - ii. Cash balances held while processing 12b-1 fees, service fees and commissions (collectively "Fund Fees"). Mid Atlantic collects Fund Fees as they are paid from mutual funds, which generates cash balances. Cash from Fund Fees is generally transferred to your custody or trust account on a monthly basis. You authorize and direct Mid Atlantic, and/or its affiliates or agents to receive Float from the date of the receipt of Fund Fees until the date of transfer of cash to your custody or trust account;
 - iii. Cash balances held in a custody or trust account pending a plan fiduciary's direction as to payment of plan expenses or other use. Cash transferred to a custody or trust account following Mid Atlantic's or its affiliates' or agents' collection of Fund Fees may be used to defray the expenses of the plan. Alternatively, this cash may be allocated to participant or beneficiary accounts. You authorize and direct Mid Atlantic to receive Float from the date cash is transferred to the custody or trust account until the date Mid Atlantic has received instruction as to the use of this cash and its transfer from the custody or trust account to pay plan expenses or, as the case may be, allocation to participant and beneficiary accounts and execution of purchase orders consistent with their investment selections;
 - iv. Cash balances used to maintain adequate liquidity for ModelxChange®. Mid Atlantic makes available the ModelxChange® program through which you can elect to make available a model fund managed by an investment manager or other unitized fund. Under the terms of the ModelxChange® agreement, Mid Atlantic will be directed to maintain a cash balance within a set range of a liquidity target in order to fulfill redemptions from such model or unitized funds. Where, as a result of redemptions, the cash balance decreases below the relevant liquidity range, Mid Atlantic will be directed to place trades to increase the cash balance to a level within the liquidity range. You authorize and direct Mid Atlantic to receive Float on cash balances maintained

within the model or unitized fund from the date cash is transferred, or securities are sold to generate cash, to be maintained as liquidity for the model or unitized fund, until the date the cash is used to satisfy a redemption request; and

- v. Benefit distribution services. Float may be earned on money set aside for payment of outstanding but uncashed benefit distribution checks or other participant or beneficiary-based or custodial transfers. The Float period commences generally from the date on the face of the checks to participants and beneficiaries until the date that either the recipient cashes the check and it clears Mid Atlantic's accounts through the banking system, or the check is cancelled and the underlying funds are returned to the plan. Checks are generally mailed the same day as they are issued. If a check remains uncashed for a period of six months, Mid Atlantic may issue a new check to the participant or beneficiary or transfer the benefit amount to a missing participant IRA, and will continue to earn Float until the time the participant beneficiary cashes the new check or the benefit amount is transferred to a missing participant IRA, as the case may be.
- b) The Float rate of return is based upon and approximates current short-term money market rates as in effect from time to time. In certain instances Mid Atlantic or its affiliates or agents may earn bank credits in lieu of interest, and in such instances that rate is generally the then current Federal Funds rate, plus some factor. You authorize and direct Mid Atlantic and its affiliates and agents to deposit cash balances in one or more of the depository institutions disclosed on Mid Atlantic's website, <https://www.macg.com/clients/trust-cash-deposit-disclosures/>. You acknowledge that the actual Float rate of return may vary based on rates offered by the specific institutions in which the cash balance is deposited.

Additional information is available upon request. Fiduciaries are referred to DOL FAB 2002-03 (available at www.dol.gov/ebsa/regs) for more information regarding Float and fiduciary considerations related thereto.

Section 9: Margin Disclosure

You hereby authorize and directs Mid Atlantic, acting as agent for your plan, to utilize Mid Atlantic's margin agreement and margin account with National Financial Services, LLC ("NFS") or any of its affiliates or successors (the "Margin Arrangement") for the limited purpose of processing any exchange traded funds and/or exchange traded notes (collectively, exchange traded products ("ETPs")) transactions. You understand that Mid Atlantic will use the Margin Arrangement to make available to the plan on trade date plus one (T+1) funds equal to settlement proceeds that Mid Atlantic reasonably expects to receive upon final settlement of ETP transactions. You further understand that Mid Atlantic will not charge to the plan any additional fees or pass through any expenses that Mid Atlantic may incur as a result of the Margin Arrangement with NFS. Moreover, Mid Atlantic may incur gains or losses when placing orders for ETPs, due to market price changes between the time of the ETP's closing price and the time of the actual execution of the trade. This activity may result in a gain or loss to Mid Atlantic depending on changes in market prices from one day's close to the next day's prices, and over time Mid Atlantic may in the aggregate, accumulate net gains or net losses in connection with these order execution activities. In order to deliver the requested execution price to the plan, Mid Atlantic absorbs any losses and retains any gains from these activities. Any such gains that are retained by Mid Atlantic may be considered as additional compensation paid to Mid Atlantic for ETP trading services provided to the plan.

At your request, Mid Atlantic will provide you with additional disclosures that NFS provides to Mid Atlantic related to the Margin Arrangement.

Section 10: Compensation Received Due to Potential Trade Errors and ETF Trade Gains

In the event that a trade error occurs while Mid Atlantic is providing services to a plan, Mid Atlantic will use its best efforts (in conjunction with any applicable third parties) to correct the error as soon as possible after it has been identified. If the trade error is caused by Mid Atlantic and results in a loss to a plan, Mid Atlantic will endeavor to make the plan account whole for such losses. Mid Atlantic's responsibility to make the plan whole is subject to any applicable limitations in the agreements that it has with the plan and the plan's TPA or recordkeeper. Mid Atlantic has no obligation to correct errors of other service providers to the plan. In certain instances, the correction of an error (where the error and/or correction is made by Mid Atlantic or by another plan service provider unrelated to Mid Atlantic) may result in a gain or loss to Mid Atlantic, and over time Mid Atlantic may in the aggregate, accumulate gains or losses in connection with these errors. Any such gains that are retained by Mid Atlantic may be considered as additional compensation paid to Mid Atlantic for services provided to the plan.

In general, the gain or loss amount from a trade error is calculated based on the difference in cost between the original incorrect trade(s) and the cost of the corrective transaction(s) needed to place the plan account in the same position, as if there had been no error. Additional information and details regarding trade errors, and resulting gains and losses is available to each plan or its TPA or recordkeeper upon written request.

Moreover, Mid Atlantic may incur gains or losses when placing orders for exchange-traded funds ("ETF"), due to market price changes between the time of the ETF's closing price and the time of the actual execution of the trade. These gains or losses are not due to delays or errors, but arise typically and regularly from "market-on-close" order execution requested by customers, which orders may be executed by Mid Atlantic following the close of markets, to enable routine post-closing order processing and submission by TPAs and recordkeepers. This activity may result in a gain or loss to Mid Atlantic depending on changes in market prices from one day's close to the next day's prices, and over time Mid Atlantic may in the aggregate, accumulate gains or losses in connection with these order execution activities. In order to deliver the requested execution price to the plan, Mid Atlantic absorbs any losses and retains any gains from these activities. Any such gains that are retained by Mid Atlantic may be considered as additional compensation paid to Mid Atlantic for ETF trading services provided to the plan.

Section 11: DepositxChange®

Mid Atlantic makes available the Mid Atlantic Trust Company Proprietary Network Bank Deposit Program ("DepositxChange®"), which provides the deposit accounts of banks participating in DepositxChange® ("Program Banks," which are disclosed at <https://www.macg.com/clients/depositxchange-disclosures/>) for plan contributions. Plan participants may direct any portion of their account balance to DepositxChange®, when selected by the plan, in a manner similar to choosing other investment options in the plan lineup. Under DepositxChange®, Mid Atlantic facilitates the daily deposits and withdrawals between the plan and the Program Banks, credits and allocates interest income and maintains sub-accounting records necessary to reflect the allocation of daily balances across the Program Banks on behalf of the plan. For its services, Mid Atlantic will receive a fee paid from the interest credited to the plan by each Program Bank. For the avoidance of doubt, you agree that Mid Atlantic is not providing investment advice, recommending the use of bank deposit accounts as an investment vehicle for the plan or suggesting that DepositxChange® is appropriate for the plan.

Section 12: Potentially Abandoned Plans

In the event that you, an authorized person, an applicable regulatory body, or any other authorized third party source, provides notice to Mid Atlantic that a qualified plan is potentially abandoned, or if Mid Atlantic itself determines a qualified plan is abandoned, then you hereby authorize Mid Atlantic to resign as custodian or directed trustee of such plan, as applicable, upon 60 days' prior written notice and to appoint a separate trustee or custodian to administer and wind down the plan consistent with regulations at 29 C.F.R. 2578.1. If the plan account's balance falls to less than \$1,000 for three or more consecutive months, after a 60-day notice period, Mid Atlantic reserves the right to liquidate the plan account and send the net proceeds to the account owner or plan sponsor.

Section 13: Investment Advice

Unless separately provided by another written agreement between you and Mid Atlantic, you acknowledge and agree that Mid Atlantic does not provide any investment advice, investment recommendations, investment selection, prospectus delivery, suitability, or any similar type of service relating to the selection, purchase, sale, trading, or holding of investments held for or by a plan. Additionally, Mid Atlantic is not an investment advice fiduciary as defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), except to the extent Mid Atlantic enters into a separate agreement with a plan for the provision of investment advice services.

Section 14: Financial and Market Data

Through your use of TNS, you may access financial and market data provided by third party data providers, including Morningstar, Inc., the National Securities Clearing Corporation, FIS Brokerage & Securities Services f/k/a SunGard Institutional Brokerage Inc., their affiliates or any other third-party licensors (collectively, "Data Providers"). Mid Atlantic shall not have any liability for the accuracy or completeness of the information or software furnished by Data Providers through this service, or for delays, interruptions or omissions therein, nor for any lost profits, indirect, special or consequential damages resulting therefrom. Data Providers may have exclusive proprietary rights in any information and software received. Use of the information or software provided through this service for any unlawful or unauthorized purpose is expressly prohibited. You are not authorized or permitted to furnish such

information or software to any person or firm for reuse or retransmission without the prior written approval of the source of such information or software. Access to this service is subject to termination in the event that any agreement between Mid Atlantic and a Data Provider is terminated.

For more complete information, including charges and expenses, on any mutual fund please call or write the fund company for a free prospectus. Please read the prospectus carefully before investing. Mid Atlantic does not provide advice with respect to the value of securities or as to the advisability of investing in, purchasing or selling securities, unless such engagement is pursuant to a written advisory agreement.

Section 15: Aggregation of Orders

With respect to investment transactions for your account(s), you understand and agree that, in following investment directions from you or your authorized users to purchase or sell any investment for your account(s), we may aggregate your orders with orders received with respect to other clients and submit a net purchase or sell order to the broker-dealer(s) effecting the transactions.

Section 16: Disclaimer of Warranties; Indemnification and Limitation of Liability

MID ATLANTIC DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF TNS AND MID ATLANTIC'S SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME MID ATLANTIC MAY REMOVE ACCESS TO TNS FOR INDEFINITE PERIODS OF TIME, CANCEL YOUR ACCESS TO TNS, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO TNS.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, TNS IS AT YOUR SOLE RISK. TNS AND ALL CONTENT DELIVERED TO YOU THROUGH TNS ARE (EXCEPT AS EXPRESSLY STATED BY MID ATLANTIC) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

UNLESS OTHERWISE CONTRACTUALLY AGREED, IN NO CASE SHALL MID ATLANTIC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF TNS OR ANY OF MID ATLANTIC'S SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF TNS AND/OR ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA TNS, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, MID ATLANTIC'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

MID ATLANTIC SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH TNS, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND UNLESS OTHERWISE CONTRACTUALLY AGREED, YOU HEREBY RELEASE MID ATLANTIC FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

MID ATLANTIC DOES NOT REPRESENT OR GUARANTEE THAT TNS WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND UNLESS OTHERWISE CONTRACTUALLY AGREED, YOU HEREBY RELEASE MID ATLANTIC FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH TNS.

MID ATLANTIC IS NOT RESPONSIBLE IN CONNECTION WITH YOUR USE OF TNS.

UNLESS OTHERWISE CONTRACTUALLY AGREED, BY USING TNS, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD MID ATLANTIC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS AND CONDITIONS AND YOUR OTHER AGREEMENTS WITH MID ATLANTIC, YOUR USE OF TNS, OR ANY ACTION TAKEN BY MID ATLANTIC AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR AGREEMENT(S) WITH MID ATLANTIC HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM MID ATLANTIC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO TNS, OR TO TAKE ANY

OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF MID ATLANTIC'S CONCLUSION THAT A VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR OTHER MID ATLANTIC AGREEMENT(S) HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THESE TERMS AND CONDITIONS AND, UNLESS OTHERWISE CONTRACTUALLY AGREED, YOUR OTHER AGREEMENT(S) WITH MID ATLANTIC.

Section 17: Confidentiality

You agree that TNS is a proprietary site and is the exclusive property of Mid Atlantic. TNS is intended to be used only by those clients who have entered into an applicable agreement with Mid Atlantic and/or those other individuals authorized by such clients. Any unauthorized distribution or reproduction of TNS without the prior written consent of Mid Atlantic is strictly prohibited. TNS and all related documents and information that accompany the use of the site contain confidential proprietary information, which should be treated as such. You further agree to not to share such proprietary information with any unauthorized person(s).

Section 18: Termination

You may terminate your use of TNS, in accordance with the terms of your other agreement(s) with Mid Atlantic, by calling Mid Atlantic support at 1-800-693-7800 or by e-mail to requests@macg.com. (To protect your privacy over the internet, we recommend that you do not send sensitive information like your login credentials by e-mail). Mid Atlantic may terminate your access to TNS, in whole or in part, at any time and for any reason without prior notice. Your access to TNS will be terminated automatically if all of your accounts are closed, or access to your accounts is restricted for any reason. Termination will not affect your liability or obligations for transactions or transfers Mid Atlantic has processed on your behalf.

Section 19: Governing Law and Arbitration

These Terms and Conditions and your use of TNS will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule, to the extent not preempted by federal law. At Mid Atlantic's sole discretion, it may require you to submit any disputes arising from the use of TNS to a member of the American Arbitration Association who is chosen by Mid Atlantic.

Section 20: Conflict

In the event of a conflict between Section 16 of these Terms and Conditions and the indemnification and limitation of liability terms of your other agreement(s) with Mid Atlantic, your comparable contract terms shall prevail. In the event of any other conflict between these Terms and Conditions and the terms of your other agreement(s) with Mid Atlantic, these Terms and Conditions shall prevail.

Any violation of these Terms and Conditions will be subject to remedy as deemed appropriate by Mid Atlantic, including but not limited to termination of your access to TNS and/or legal action.