DWS Custodial Agreement

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403(b)(7) Tax-sheltered custodial account

The individual whose name appears on the 403(b)(7) Individual Application, or who otherwise establishes a custodial account in a manner permitted by DWS Trust Company, (the "Custodian") (the "Participant" and the "Application," respectively), and who is employed by an employer (the "Employer") described in Section 403(b)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), is establishing a custodial account as authorized by Section 403(b) (7) of the Code in order to provide for his or her retirement and for the support of his or her beneficiaries after death. This Custodial Agreement ("Agreement") shall be effective upon acceptance by DWS Trust Company of its appointment as Custodian by receipt of the Participant's Application and acceptance of the Participant's Account. The Application incorporates and is a part of this Agreement. If the Employer maintains a 403(b) plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or, after December 31, 2008 maintains a plan reflecting the requirements of Section 403(b) and the regulations thereunder the terms of the plan document (the "Plan Document") will supersede the terms of this Agreement, except that the powers, rights, duties, responsibilities, and liabilities of the Custodian shall be determined solely under this Agreement, and not by the Plan Document.

Custodial agreement preamble

Definitions

- Account means the separate custodial account or accounts established and maintained by the Custodian for the Participant pursuant to this Agreement, and if applicable, the Plan Document.
- Application means the document(s) which is (are) executed by the Participant, the Custodian, and the Employer, and by which the parties thereto agree to the provisions of the Agreement.
- Beneficiary means the person or persons (including entities) designated by the Participant as being entitled to receive the Account balance, if any, after the Participant's death.
- Company means DWS Investment Management Americas, Inc. or its successors.
- DDI means DWS Distributors, Inc.
- DWS Fund means any DWS Fund as may be permitted by the Custodian and approved by the Company.
- Elective Deferral means a contribution made pursuant to a salary reduction agreement (within the meaning of Section 3121(a)(5)(D) of the Code). The Custodian shall accept and hold in the Account Roth Elective Deferrals made to a 403(b) plan that permits Roth Elective Deferrals and uses the OmniPlus recordkeeping system made available through ADP, Inc. or the sub account recordkeeping system available through Ascensus, LLC.
- Employee means the individual who is (or was) employed by an Employer referred to in Section 403(b)(1)(A) of the Code and who has properly executed the Application while so employed.
- Former Employee, for purposes of relying on Participant directions with respect to the Custodial Account, means a Participant, or Beneficiary, if applicable, who has had a severance of employment on or before January 1, 2009.
- Fund means any DWS Fund or certain Funds of other regulated investment companies as may be permitted by the Custodian and approved by the Company.
- Grandfathered Accounts means certain accounts established before January 1, 2009 that are not part of the Employer's Plan and with respect to which the Custodian can rely on information provided by the Participant.
- Plan Administrator has the meaning set forth in Section 3(16) of ERISA. The Employer (or its successors) is the Plan Administrator unless another person, committee or organization has been appointed by the Employer as the "Plan Administrator" of the Plan.

Section A: Establishment of custodial account

Upon the Custodian's receipt of a completed Application, the Custodian will open and maintain a Custodial Account established under this Agreement for the benefit of the Participant (the "Account"). The Plan Administrator, or the Participant in the case of a Grandfathered Account or Former Employee, shall promptly notify the Custodian in writing or by any other means deemed acceptable by the Custodian of any change in the Participant's name or address. The Account shall satisfy the requirements of Code Section 401(f)(2).

Section B: Receipt of contributions

1. **Receipt of contributions in general**
   The Custodian shall accept and hold in the Account contributions made on behalf of the Participant. All contributions must be made in cash. All such contributions are to be accompanied by written instructions (or in any other media deemed acceptable by the Custodian) from the Plan Administrator or Participant (in such form as the Custodian shall require) specifying the Funds in which such contributions are to be invested (as described in Section D).

   Contributions will be made at such intervals as are determined by the Employer, subject to applicable law, and shall not be considered contributed to the Account until the funds clear the Account. The Employer, not the Custodian, is solely responsible for making such contributions in accordance with applicable law. The Employer shall be responsible for and enforce the collection of any contributions or assets to be paid or transferred to the Account and for verifying whether contributions or transfers to the Account are allowable under this Agreement. Neither the Custodian nor any of its affiliates shall be responsible for the adequacy of the Account to meet or discharge liabilities under this Agreement. The frequency that the Employee is permitted to enter into a salary reduction agreement, the salary to which such an agreement may apply, and the ability to revoke such an agreement shall (subject to the terms of such agreement) be determined under the rules applicable to cash or deferred elections under Section 403(b) of the Code and the Employer's Plan. The Custodian shall not be responsible for determining whether any of the foregoing requirements (or any other legal requirements) have been satisfied with respect to any salary reduction agreement (or any Elective Deferrals made pursuant to such an agreement).

2. **Plan transfers from an existing 403(b) arrangement**
   At the direction of the Employer, the Custodian shall accept and hold in the Account transfers in cash (unless the Custodian otherwise consents) from the Participant's existing 403(b) annuity contract or contracts qualified under Code Section 403(b)(1) or custodial account or accounts qualified under Code Section 403(b)(7) (an "existing 403(b) arrangement"), provided that the existing 403(b) arrangement provider transfers all, or a portion of, the existing assets it holds in the existing 403(b) arrangement directly to the Custodian, by check made payable to the Custodian or by wire transfer to the Custodian. It shall be solely the Employer's responsibility to ensure that any such asset transfer to the Account satisfies all applicable tax law requirements.

3. **Contract exchanges**
   At the direction of the Employer, the Custodian shall accept contract exchanges. If the Custodian is not eligible to receive Elective Deferrals under the Plan or ceases to be eligible, the Custodian will, upon request, provide information to the Employer necessary for the Employer to satisfy tax requirements including requirements relating to hardship withdrawal amounts.

4. **Rollovers**
   To the extent that the Plan provides, the Custodian shall accept and hold in the Account rollovers (in cash) from Individual Retirement Accounts or individual retirement annuities ("IRAs") as described in Section 408 of the Code. In accordance with Section 408 of the Code, contributions must be identified to the Custodian as rollover contributions. The Custodian shall also accept rollovers from one or more existing 403(b) arrangements, one or more qualified trusts as defined in Section 401(a) of the Code, one or more annuity plans described in Section 403(a) of the Code, or one or more eligible deferred compensation plans defined in Section 457(b) of the Code, subject to the requirements of such Code sections. The Custodian shall not be responsible for ensuring that such contributions are eligible rollover contributions and satisfy all applicable tax law and other legal requirements. Unless otherwise directed, the Custodian will not maintain separate accounts for eligible rollover contributions.

5. **Employee and Employer contributions**
   Responsibility: The Custodian shall have no obligation to verify the correctness of the computation regarding the maximum contributions that may be made to the Account for any year under the Code or the Plan.

   Excess contributions: If any amount is contributed in excess of the Code Section 402(g) limitation or, if applicable, in excess of the Code Section 414(v) limit, the Plan Administrator may notify the Custodian in writing of the amount of the excess and request a refund in cash of the excess and the earnings attributable thereto. Any amounts contributed in excess of the limits applicable to 403(b) arrangements under the Code shall be handled by the Custodian according to the written instructions of the Plan Administrator.

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Section C: Contribution limitations

Responsibility for calculating limitations
Neither the Custodian nor any affiliate of the Custodian shall have any obligation to compute any limitation on contributions on behalf of the Participant under the Code or the Plan Document for any year, but rather the Participant, Employer or Plan Administrator shall be solely responsible for computing such limitation.

Section D: Investment of Account assets

The Custodian shall invest the contributions credited to the Participant's Account in full and fractional shares of one or more Funds as directed by the Participant, or the Employer in cases where the Participant or Beneficiary does not give investment direction, in the Application (or on the appropriate form supplied by the Company or in any other media acceptable to the Custodian).

The Participant (or the Beneficiary after the Participant's death) may at any time direct the Custodian to exchange any or all shares of any Funds held in the Account for shares of any other Fund or Funds, subject to the terms and within the limitations imposed by the then current prospectuses of such Funds. The Participant (or the Beneficiary, if applicable) also may change investment elections prospectively by submitting the appropriate instructions to the Custodian. The Custodian shall not be responsible for investments directed by the Participant (or the Employer or Beneficiary). In addition, the Custodian shall not be responsible for reviewing any investment direction with respect to assets or for making recommendations on acquiring, retaining or disposing of any assets or otherwise regarding any assets. The Custodian shall not have any duty to determine whether any investment is authorized or proper. If investment instructions have not been provided with respect to any amounts, such amounts shall be returned to the Employer, or other source, unless a default capitalize Fund choice would otherwise apply.

The Custodian shall be fully protected in acting on instructions it believes are given by the Participant (or the Employer or Beneficiary, if applicable). If such instructions are not received by the Custodian, or are received but are, in the opinion of the Custodian, unclear, the Custodian may hold all or a portion of any contribution uninvested or may return all or a portion of any contribution to the Employer without liability for loss of income or appreciation, and without liability for interest, pending receipt of proper instructions or clarification. The Custodian shall not be required to act or be held liable for failure to act upon improper instructions.

All shares of the Funds 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, if applicable) and will be held in unissued form. Fund shares shall be purchased at the applicable public offering price and shall be credited to the Account. All dividends and capital gains distributions on shares of any Fund held in the Account shall (unless received in additional shares) be reinvested in such shares in accordance with the Fund's current prospectus. If any dividends or capital gains distributions are received at the election of the shareholder in the Fund in additional shares of the Fund, or in cash, or in other property, the Custodian shall elect to receive them in additional shares.

Section E: Distributions

1. **Distribution events**
   No amounts shall be paid from the Account, or otherwise be made available to the Participant (or a Beneficiary) unless one of the following occurs:

   - The Participant has had a severance of employment from the Employer,
   - The Participant has attained age 59½,
   - The Participant has become disabled (within the meaning of Section 72(m)(7) of the Code),
   - The Participant has died,
   - In the case of Elective Deferrals, the Participant has encountered financial hardship (within the meaning of Sections 403(b)(7) and 403(b)(11) of the Code),
   - The Participant becomes eligible for a "qualified reservist distribution" (within the meaning of Section 72(t)(2)(G)(iii) of the Code),
   - The Participant becomes eligible for a "qualified birth or adoption distribution" (within the meaning of Section 72(t)(2)(H)(iii) of the Code),
   - Any other event that complies with Internal Revenue Service regulations or rulings relating to distributions from 403(b)(7) custodial accounts, or
   - The Plan is terminated.

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The Custodian shall be under no duty to make any distributions or make any distributions otherwise available until it receives written direction (or such other form acceptable to the Custodian) from the Plan Administrator (or, in the case of a Grandfathered Account, the Participant, Beneficiary or Former Employees) for a distribution. The Custodian shall not be liable for any such payment or distribution made pursuant to any such direction and shall have no duty to determine whether any distribution is in accordance with the terms of the Plan.

Where required by law, in order to comply with a "qualified domestic relations order" (as defined in Section 414(p) of the Code), Plan Administrator (or, in the case of a Grandfathered Account, the Participant) may instruct the Custodian in writing to make distributions from the Account to the Participant's former spouse (or any other alternate payee specified by such order) and the Custodian may make such distributions.

For purposes of this Section E, the term "financial hardship" is an immediate and necessary financial need arising from:

- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education expenses for the Participant, the Participant's spouse, children or dependents (as defined in Section 152 of the Code).
- Purchase of the Participant's primary residence (excluding mortgage payments).
- Payment of medical expenses (as described in Section 213(d) of the Code) of the Participant, the Participant's spouse, children or dependents (as defined in Section 152 of the Code) or payments necessary for these persons to obtain medical care described in Code Section 213(d).
- Payments necessary to prevent eviction of the Participant from his/her primary residence or foreclosure on the mortgage of the Participant's principal residence.
- Payment of expenses to repair damage to a Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (regardless of whether the loss exceeds 10% of adjusted gross income).
- Payment of funeral expenses for the Participant's deceased spouse, parent, children or dependents.
- 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.
- Payment of anticipated taxes and/or penalties on the hardship distribution.

A financial hardship will also include expenses described in a, c and f herein to the extent the hardship relates to any individual who is named as the Participant's primary Beneficiary under the Plan even if that individual is not a spouse or dependent of the Participant.

The foregoing definition of financial hardship and limits on the amount, time or manner of any financial hardship distribution are subject to the requirements of Section 403(b)(7) of the Code and of the Treasury Regulations applicable to such distributions. Hardship distributions will be paid in a single payment.

2. Form of payments

Distributions will be made in cash in accordance with the Plan Administrator's (or, Former Employee's or, if a Grandfathered Account, the Participant's or Beneficiary's) written directions (in such form and media as the Custodian will accept) in any one or more of the following ways:

- In a direct rollover of all or any portion of an "eligible rollover distribution" as described in Section 403(b)(10) of the Code.
- In a single payment.
- In monthly, quarterly, semiannual or annual installments over a period not to exceed the life expectancy of the Participant or the joint and survivor expectancy of the Participant and the Participant's Beneficiary.
- By the purchase and distribution of a nontransferable annuity contract, including a contract issued by an affiliate of the Company, providing payments over a period not to exceed the life expectancy of the Participant or the joint and survivor expectancy of the Participant and the Participant's Beneficiary.
- In any combination of the above.

Any dividends or capital gains distributions on the shares remaining in the Account shall be reinvested in such shares and held in the Account. In the absence of such direction, the Custodian shall not distribute the assets of the Account.

3. Excess amounts

Notwithstanding the above, in the event that the Custodian shall receive written notice from the Plan Administrator that an excess contribution as described in Section 2 has been made, the Custodian shall distribute, as soon as possible thereafter, an amount in cash, as the Plan Administrator shall direct, equal to the excess contribution (with earnings received thereon to the date of distribution) less any reasonable administrative charges attributable thereto.

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4. **Transfers from the Account**
   At the direction of the Employer or Plan Administrator and, with proper written instruction, assets of the Account can be transferred to another custodial account described in Code Section 403(b)(7) or an annuity contract qualified under Code Section 403(b)(1) provided such transfer is in accordance with the terms of any applicable Plan Document. Each such transfer from the Account shall be in cash unless the Custodian otherwise consents. It shall be solely the Employer's responsibility to ensure that any such transfer from the Account satisfies all applicable tax law requirements.

5. **Plan termination**
   If the Custodian receives written notification from the Employer or Plan Administrator that the Plan has been terminated pursuant to the applicable terms of the Plan Document, and that distribution as a result of such termination is authorized pursuant to Treasury Regulation Section 1.403(b)-10(a), Custodian shall distribute the Account either as a single lump sum or in kind (if permitted under the Plan) to the Participant (or Beneficiary).

Section F: Required distributions

Distributions from the Account must comply with the minimum distribution requirements of Code Section 403(b)(10) and the regulations thereunder. In general, the Participant must commence distribution from this Account by April 1st following the year in which you reach the applicable age for required minimum distributions as set forth by the Internal Revuenue Code or, if later, the date the Participant retires or otherwise terminates employment with the Employer (the Participant's "Required Commencement Date").

The portion of the Participant's Account distributed each calendar year must not be less than the value of the Participant's Account as of the applicable date divided by the applicable life expectancy factor as determined in the applicable table issued by the Internal Revenue Service. The distributions from the Account must satisfy the incidental death benefit requirements in Section 401(a)(9)(G) of the Code and regulations thereunder. The Participant or Plan Administrator shall be solely responsible for computing the amount of the minimum distribution required under Code Section 403(b)(10) and for causing it to be distributed from the Account each year in a timely manner. The Custodian shall not be responsible for compliance with the minimum distribution requirements.

Section G: Payments upon death of Participant

Notwithstanding any provision elsewhere herein to the contrary:

If the Participant dies before the entire Account has been distributed (regardless of whether the Participant had reached his or her Required Commencement Date prior to death), the Beneficiary must receive the remaining portion of the Account in accordance with the following rules:

- Except in the case of an "eligible designated beneficiary" (within the meaning of Code Section 401(a)(9)(E)(ii)), the entire Account shall be distributed to the Participant's Beneficiary by December 31 of the calendar year in which the tenth anniversary of the Participant's death occurs (the "Ten-Year Rule").
- In the case of an "eligible designated beneficiary" (e.g., the Participant's surviving spouse), distributions may be made to such Beneficiary in substantially equal installments over the life of such Beneficiary or over a period not extending beyond the life expectancy of such Beneficiary. Life expectancies shall be determined as of the Beneficiary's birth date in the calendar year following the calendar year of the Participant's death. Such installments must begin no later than December 31 of the calendar year following the year of the Participant's death.
- In the case of an "eligible designated beneficiary" who is a child under the age of majority, the Ten-Year Rule shall apply beginning on the date the child attains the age of majority as set forth in applicable IRS guidance.

Such distribution will be made, in accordance with the written instructions (or in such other medium acceptable to the Custodian) of the Participant or the Beneficiary, as applicable. If the Participant's Beneficiary dies while receiving payments from the Account, unless otherwise prohibited by the Participant in writing on file with the Custodian, any remaining payments due shall be paid to the Beneficiary designated by the Participant's Beneficiary in writing (in which case the Ten-Year Rule shall apply), or if no such designation is made, to the estate of such Participant's Beneficiary. Unless otherwise prohibited by the Participant in writing on file with the Custodian, after the Participant's death, the Participant's Beneficiary (and any subsequent beneficiary of the Participant's Beneficiary) shall have the right, by written notice to the Custodian, to designate or change a Beneficiary to receive any benefit to which the Participant's Beneficiary (or any subsequent beneficiary) may be entitled. The Beneficiary designation can only be made on a form presented by, or in a form acceptable to, the Custodian (or the former custodian) and it will only be effective when it is filed with the Custodian during the lifetime of the designating individual.

If, after inheriting the Participant's Account, the Participant's Beneficiary, or any beneficiary subsequent to the Participant's Beneficiary dies and there is no effective Beneficiary designation, any assets remaining in the Custodial Account shall be paid to the estate of the individual who most recently had the right to designate a beneficiary.

In the event that the Participant has not made a valid Beneficiary designation on the date of his or her death or no Beneficiary survives the Participant, such Participant's Beneficiary shall be his or her surviving spouse or if there is no surviving spouse, the Participant's estate.

The Custodian will not make any distribution unless so instructed in writing (or in such other medium acceptable to the Custodian) by the appropriate party. Before making any distribution in the event of the Participant's death, or the death of the Participant's Beneficiary, the Custodian shall be furnished with any and all certificates, tax waivers, proof of death and other documents requested by it in its discretion.

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Section H: Voting of Fund Shares

The Custodian shall deliver or cause to be delivered to the Participant or Beneficiary (or to the Employer or Plan Administrator to the extent that voting is not passed through to such individuals), to the extent furnished by each Fund, all notices, financial statements, proxies and proxy solicitation material. The Custodian shall exercise any rights of a shareholder (including voting rights) with respect to any shares held in the Custodial Account only in accordance with written instructions (or in such other medium acceptable to the Custodian) from the individual entitled to exercise voting rights pursuant to any applicable rules of the Securities and Exchange Commission. In the event the individual entitled to exercise voting rights fails or declines to direct the Custodian as to voting any such shares, that failure or declination to direct shall be deemed to be a direction not to vote such shares.

Section I: Reports of the Custodian

The Custodian shall keep accurate records of all receipts, investments, disbursements and other transactions hereunder. As soon as practicable after any contribution made hereunder or any reinvestment of dividends or capital gains distributions, the Custodian shall send to the Participant a written confirmation containing information with respect to such contribution, or such reinvestment of dividends or capital gains distributions, and the current status of the Account. A similar confirmation shall be sent to the Participant upon each distribution of benefits hereunder. If within sixty (60) days after such a written confirmation is rendered, the Participant has not given the Custodian written notice of any exception or objection thereto, the written confirmation shall be deemed to have been approved, and in such case, or upon the earlier written approval of the Participant (or the Beneficiary after the Participant's death), the Custodian and its affiliates shall be forever released and discharged from all liability and accountability to anyone with respect to transactions shown in or reflected by such written confirmation as though the written confirmation had been settled by judgment or decree of a court of competent jurisdiction. No person other than the Employer, Plan Administrator, Participant or a Beneficiary may require an accounting.

The Participant (or the Employer, Plan Administrator or Beneficiary, if applicable) shall furnish to the Custodian such information as the Custodian may be required to obtain under pertinent statutes and regulations.

The Custodian shall keep such records, make such identifications and file with the Internal Revenue Service and other government agencies such returns and other information concerning the Account as may be required of a Custodian by pertinent statutes and regulations. The Custodian shall not be responsible for any government filings or returns required to be made by the Participant, Beneficiary, Employer or Plan Administrator.

Section J: Custodian's fee and expenses of the Account

1. **Custodial fees**
   In consideration of its services hereunder, the Custodian shall be entitled to receive the applicable fees specified in its then current fee schedule or in any other similar document, if any. The Custodian may revise its fee from time to time upon sixty (60) days' written notice to the Participant (or Employer or Beneficiary, as applicable). A Participant (or Employer or Beneficiary, as applicable) who does not consent to such new fee schedule may terminate this Custodial Agreement pursuant to Section L of the Custodial Agreement within sixty (60) days of the notice of the new fee schedule. If no such termination is made within the sixty (60)-day period, the Participant (or Employer or Beneficiary, as applicable) will be deemed to have consented to the new fee schedule. If the fee is not received, the Custodian is entitled to pay itself its fee by liquidating enough shares from the Account to cover such fee. The Custodian shall also be entitled to such reasonable additional fees as it may determine for additional services required of it by the Participant (or Employer or Beneficiary, as applicable) and not clearly identified on the fee schedule subject to the right of termination noted above.

2. **Other fees and expenses**
   Any income taxes or other taxes of any kind whatsoever that may be levied or assessed upon or with respect to the Account or the income thereof, any transfer taxes incurred in connection with the investment and reinvestment of the assets of the Account, and all other reasonable administrative expenses and costs incurred by the Custodian in the performance of its duties or with respect to any such taxes, or with respect to any controversies concerning the Account, including but not limited to, fees for legal services rendered to the Custodian and related costs, and such reasonable compensation to the Custodian for acting in that capacity with respect to any such taxes or controversies, may, in the discretion of the Custodian, be charged against and paid from assets of the Account. The Custodian may allocate such fees and expenses among the Participant's (or Beneficiary's) Accounts (if more than one Account exists) at such time or times and in such manner as the Custodian determines. Sufficient assets may be liquidated from the Account or Accounts to pay any such taxes, expenses and compensation, but the Participant (or Beneficiary) shall be liable for any deficiency. If the Custodian is required to pay any such amount, the Participant (or Beneficiary) shall promptly reimburse the Custodian upon notice thereof.

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Section K: Limitations on liabilities and duties of the Custodian

1. The Custodian is responsible for only those duties assigned to it under this Agreement. The Custodian shall not be responsible for any other duties, including without limitation, the determination or collection of contributions and transfers, including transfers from an existing 403(b) arrangement and rollovers, the purpose or propriety of any distribution or form of distribution made pursuant to Sections E through G of this Custodial Agreement, for determining whether the contributions or distributions comply with the Plan Document, if applicable, or for any other action taken at the direction of, or not taken due to failure of direction from, the Plan Administrator, the Employer, the Participant, the Participant's agent or attorney-in-fact, or a Beneficiary. The Participant (or the Employer, Plan Administrator, Beneficiary or the Participant's agent or attorney-in-fact where applicable) shall at all times fully indemnify and hold harmless the Custodian, its successors and assigns, from any claim, action or liability arising from contributions, investments, transfers or distributions so made or actions so taken or not taken and from any and all other liability whatsoever (including without limitation all reasonable expenses incurred in defending against or settlement of such claim, action or liabilities) which may arise in connection with this Agreement or the Account, except liability arising from the gross negligence or willful misconduct of the Custodian or the Company. To the extent not caused by the gross negligence or willful misconduct of the Custodian or the Company, neither the Custodian nor the Company shall have any liability for any tax penalty or other damages resulting from any inadvertent failure by the Custodian to make a distribution under this Agreement or from making a distribution requested under this Agreement. This Section K(1) shall survive the termination of this Agreement.

2. The Custodian and the Company shall have no responsibility with regard to the initial or continued qualification of the Account under Code Section 403(b)(7) including, without limitation, the nondiscrimination requirements of Code Section 403(b)(12). The Custodian shall have no responsibility for review of the Plan Document for compliance with Code Section 403(b) or other applicable law and shall have no duty to include with this Agreement any provision that is required to be set forth in the Plan Document by regulations under Code Section 403(b) or other applicable law.

3. The Custodian shall be under no duty to take any action other than as herein specified with respect to the Account unless the Participant, the Participant's agent or attorney in-fact, or Beneficiary shall furnish the Custodian with written instructions and such instructions shall have been specifically agreed to by the Custodian in writing, and the above indemnity and hold harmless provisions shall continue to apply in full with respect to the Custodian's actions.

4. The Custodian shall not be subject to any implied covenant or obligation nor shall any be read into this Agreement.

5. The Custodian shall be under no duty to defend or engage in any suit with respect to the Account unless the Custodian shall have first agreed in writing to do so and shall have been fully indemnified to its satisfaction.

6. To the extent permitted by applicable law, the Custodian shall be protected in acting upon any written order from the Plan Administrator, the Employer, Participant, the Participant's agent or attorney-in-fact, or Beneficiary, or any order of a court or governmental agency (including without limitation, any domestic relations order), or any other notice, request, instruction or direction, consent, certificate or other instrument or paper believed by it to be genuine and to have been properly executed, and, so long as it acts in good faith, in taking or omitting to take any such action.

7. The Custodian need not investigate or inquire as to any statement contained in the Plan Document or any other document, but may accept it as true and accurate. Nor shall the Custodian assume or have any duty of inquiry about any other matter arising under the Plan Document or this Agreement.

8. The parties do not intend to confer any fiduciary duties on the Custodian, and none shall be implied. In addition, the Custodian shall not be deemed to be a fiduciary under ERISA in carrying out its duties.

9. The Custodian may submit any question arising hereunder or in respect of the Account to counsel, including its own counsel, and shall be protected to the extent permitted by applicable law, in acting on the advice of such counsel.

10. The Custodian shall not be liable for interest on any cash or cash balances maintained in the Account.

11. The Custodian may designate persons to carry out the specified responsibilities of the Custodian and shall not be liable for any act or omission of a person so designated.

12. The Custodian may hold money pending the settlement of contributions and distributions in a master custodial account or other such holding account maintained by the Custodian or its agent for the benefit of employee benefit plans, including 403(b)(7) plans, that invest in Funds.

13. The Custodian is an agent appointed by the Employer and Participant to perform solely the duties assigned to it under the Agreement, it being acknowledged that certain of such duties may be performed by the Custodian in any event pursuant to one or more other contractual arrangements or relationships.

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14. The Custodian shall have no duty to determine or advise Employers, Participants, Participants' agents or attorneys-in-fact, or Beneficiaries of the investment, tax or other consequences resulting from their actions, nor is the Custodian liable for any investment, tax or other consequences of any Employer's, Participant's, Participants' agents or attorneys-in-fact, or Beneficiaries' actions or inactions, or of its own actions in following any directions, or of its failing to act in the absence of any Employer, Participant, Participants' agents or attorneys-in-fact, or Beneficiaries' directions. Section K: Limitations on liabilities and duties of the Custodian continued.

15. Subject to the provisions of applicable law, no person other than the Employer and Participant or a designated Beneficiary of a deceased Participant shall have the authority to enforce this Agreement on behalf of any and all persons having or claiming any interest in the Account by virtue of this Agreement. Subject to the provisions of applicable law, no person other than the Participant, Participant's agent or attorney-in-fact, or Beneficiary, may institute or maintain any action or proceeding against the Custodian, in the absence of a determination of a court of competent jurisdiction to the contrary.

16. Neither the Custodian, the Company nor their affiliates shall be under any duty or responsibility to the Participant, the Beneficiary, the Participant's agents or attorneys-in-fact, or the Employer with respect to the selection of investments for the Account or be liable for any loss incurred on account of a selected investment.

17. The Custodian shall not be responsible for the administration of Roth Elective Deferrals, including, but not limited to keeping a record of the Participant's five-year taxable period for purposes of Code Section 402A(d)(2), distinguishing between different types of Elective Deferrals made by the Participant to the Account, or determining or verifying the computation of the maximum amount of Roth Elective Deferral that may be contributed to the Participant's Account each year.

Section L: Resignation and removal of Custodian

The Custodian may resign at any time upon sixty (60) days' prior written notice to the Company or at such other time as may be provided in any agreement between the Custodian and the Company. Upon such resignation, the Company shall notify the Participant (or the Beneficiary and if applicable the Employer) and shall appoint a successor custodian under this Agreement. The Company may remove the Custodian at such time as may be provided in any agreement between the Custodian and the Company.

The Participant may, at any time and from time to time subject to the terms of the Plan Document, remove the Custodian by directing the Custodian, in writing in a form acceptable to the Custodian, to transfer the Account to a successor custodian who has accepted such transfer. Notwithstanding the foregoing, in the case of a plan subject to Title I of ERISA, the Employer or Plan Administrator may, at any time and from time to time, remove the Custodian upon sixty (60) days' prior written notice to the Custodian. To be effective, any removal notice must include designation of a successor custodian that meets the requirements of the Code.

Upon receipt by the Custodian of written acceptance of appointment by the successor custodian, the Custodian shall transfer and pay over to such successor the assets and records (or copies thereof) relating to the Account. The Custodian is authorized, however, to reserve such sum of money as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Account and where necessary may liquidate assets in the Account for such payments. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor custodian.

The Custodian shall not be liable for the acts or omissions of any predecessor or successor custodian. Upon the transfer of assets of the Account to a successor custodian, the resigning or removed Custodian, the Company and their affiliates shall be relieved of all further liability with respect to this Agreement, the Account and the assets thereof.

Section M: Amendment

The Participant, Beneficiary, Employer and Custodian hereby delegate to the Company the right to amend this Agreement, including retroactive amendments necessary for conforming the Agreement to the requirements of the Code. The Company shall deliver written notice of any such amendment to the Participant, the Custodian and, if applicable, the Beneficiary, Employer or Plan Administrator. No amendment shall be made which shall cause or permit: (i) any part of the assets of the Account to be diverted to purposes other than for the exclusive benefit of the Participant or his/her Beneficiaries; (ii) any part of such assets to revert to or become the property of the Employer; (iii) any Participant, or his/her Beneficiary, to be deprived of any benefit to which he/she was entitled under the Account by reason of contributions made by the Employer prior to such amendment; or (iv) additional duties or obligations to be imposed on the Custodian without its consent, unless such amendment is necessary either to conform the Account to, or to satisfy the condition of, any law, governmental regulation or ruling, or to permit the Account to meet the requirements of the Code. This paragraph shall not be construed to restrict the Custodian's right to substitute fee schedules under Section J of this Agreement and no such substitution shall be deemed to be an amendment of this Agreement. The provisions of this Agreement may be modified by Addendums to the Agreement. The terms and provisions of each Addendum are incorporated into and made a part of the Agreement. The terms of each Addendum by the Custodian supersede the provisions of the Agreement to the extent necessary to eliminate inconsistencies between the Addendum and the Agreement.

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Section N: Termination

This Agreement shall terminate when all assets in the Account have been distributed or otherwise transferred out of the Account. Upon completion of such distribution or transfer, the Custodian, Company and their affiliates shall be released from all further liability with respect to all amounts so paid to the extent permitted by applicable law.

The Custodian shall terminate this Agreement if, within thirty (30) days (or such longer time as Custodian may agree) after resignation or removal of Custodian under Section L, the appropriate party has not appointed a successor custodian who has accepted such appointment. Termination of the Account shall be effected by distributing all assets thereof in a single payment in cash or in kind (provided the Custodian reserves the right in each case to make the distribution in cash in its sole discretion) to the Participant (or Beneficiary), subject to Custodian's right to reserve funds as provided in Section L. Upon termination, the provisions of this Agreement regarding Custodian's right to recover compensation, fees and expenses and releases from liability of the Custodian, Company and/or their affiliates shall survive.

This Agreement shall terminate if, after notification by the Internal Revenue Service that the Participant's Account or the Employer's Plan does not qualify under Code Section 403(b)(7), the Employer and/or the Company do not make the amendments necessary to so qualify the Account. On such termination of this Agreement, the Custodian shall distribute all assets in the Account in cash to the Participant or, if the Participant is deceased, to the Beneficiary, subject to the Custodian's right to reserve funds as provided in Section L.

Section O: Miscellaneous

1. The Participant's rights in the Account are nonforfeitable and nontransferable subject to Section E. 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 for the exclusive benefit of the Participant and Beneficiaries, for the payment of reasonable expenses for administering the Account and for the payment of proper plan expenses as permitted under applicable law.

2. The Participant, the Participant's agent or attorney-in-fact, Beneficiary, and Employer each represents and warrants to the Custodian that any information he/she has given or will give to the Custodian with respect to this Agreement is complete and accurate. Further, each one promises that any direction given by him/her to the Custodian, or any action taken by him/her, will be proper under this Agreement and consistent with the requirements of Code Section 403(b)(7).

3. No interest, right or claim in or to any part of the Account, nor any assets held therein or benefits provided hereunder shall be subject to any voluntary or involuntary alienation, assignment, garnishment, attachment, execution or levy of any kind (other than charges by the Custodian in accordance herewith), and any attempt to cause any such interest, right, claim, assets or benefits to be so subjected shall not be recognized, except to such extent as may be required by law (such as an IRS levy on the Account to pay overdue taxes) or to the extent an Employee may secure a loan from his or her Account. The preceding sentence shall also apply to the creation, assignment or recognition of a right to any benefit payable pursuant to a "domestic relations order" (as defined in Code Section 414(p)) unless such order is determined to be a "qualified domestic relations order" (as defined in Code Section 414(p)). If provided in the qualified domestic relations order, the benefit payable with respect to that order shall be immediately distributed in a single sum to the "alternate payee" (as defined in Code Section 414(p)). The Custodian may request a copy of the "qualified domestic relations order" prior to processing such benefit payment.

4. The tax treatment of contributions to the Account and earnings thereon depends, among other things, upon the nature of the Employer, the relationship of the Participant to the Employer, and the amount of contributions made in any year to the Account and, if applicable, to other accounts, plans or contracts receiving special tax treatment under the Code, for the benefit of the Participant. The Custodian, Company and their affiliates assume no responsibility with respect to such matters, nor shall any term or provision of this Agreement be construed so as to place any such responsibility on any of them.

5. As described in the prospectuses of the DWS Funds, DDI or its affiliates receive certain fees from the DWS Funds for services provided to the DWS Funds and DWS Funds' shareholders, including 403(b)(7) custodial accounts. In addition, under certain agreements between DDI and other regulated investment companies, DDI receives fees for services provided in connection with investments in certain other regulated investment companies, including investments by 403(b)(7) custodial accounts. DDI may also receive finders' fees or commissions. These arrangements do not result in 403(b)(7) custodial accounts paying any fees in connection with investments in the DWS Funds and the other regulated investment companies beyond the fees described in the applicable prospectuses.

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Section P: Notices

All written notices required or permitted under this Agreement to be given by the Custodian or Company to the Participant, Participant's agent or attorney-in-fact, Beneficiary, Plan Administrator or Employer shall be deemed to have been given when sent by regular mail to the intended recipient at the recipient's last address of record provided to the Custodian or Company. The Participant, Participant's agent or attorney-in-fact, Beneficiary, Plan Administrator or Employer shall notify the Custodian of any change in their address. Any notice, request or direction provided for in this Agreement from the Participant, Participant's agent or attorney-in-fact, Beneficiary, Plan Administrator or Employer to the Custodian shall be deemed to have been given when received by the Custodian if sent by regular mail to the Custodian at the address which appears on the Application or such other address as the Custodian shall furnish in writing to the Participant (or Beneficiary or Employer) from time to time.

If any provision of any document governing the Account provides for notice, instructions or other communications from one party to another in writing, to the extent provided for in the procedures of the Company or Custodian (or any other party providing services to the Account), any such notice, instructions or other communications may be given by telephonic, computer, other electronic or other means, and the requirement for written notice will be deemed satisfied.

Section Q: Governing law

To the extent not superseded by federal law, this Agreement is accepted by the Custodian in and shall be construed, administered, and enforced in accordance with the laws of New Hampshire.

This Account is established with the intent that it shall conform to the requirements of Section 403(b) of the Code. Accordingly, all terms and provisions contained in this Agreement shall be interpreted, wherever possible, so as to be in compliance with the requirements under said Section. Except as provided herein, no amount received by the Custodian or the earnings thereon, may be used or diverted for purposes other than for the exclusive benefit of the Participant or his/her Beneficiaries.

If any provision of the Agreement shall be for any reason invalid or unenforceable, the remaining provisions shall continue in effect unless rendered invalid or unenforceable as a result of the deletion of the invalid or unenforceable portions of the Agreement. This Section Q shall survive termination of this Agreement.

Section R: Loans

Loans, if any, to Participants (or Beneficiaries, if applicable) shall be made under the terms of the Plan Document and, if applicable, any loan policies and procedures established by the Plan Administrator. Loans shall be available to 403(b) plans that permit loans and use the OmniPlus recordkeeping system made available through ADP, Inc or the sub account recordkeeping system offered by Ascensus, LLC.

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