

**EXECUTION COPY**

**TRUST AGREEMENT**

by and between

ADP TotalSource Retirement Savings Plan  
and

ING National Trust

**ADP TotalSource Retirement Savings Plan  
Trust Agreement**

**THIS TRUST AGREEMENT**, effective as of the 1st day of April, 2013 between the Administrative Committee of the ADP TotalSource Retirement Savings Plan (the "Administrative Committee"), on behalf of the ADP TotalSource Retirement Savings Plan (the "Plan") and ING National Trust (the "Trustee").

WITNESSETH:

**WHEREAS**, ADP TotalSource Group, Inc. (the "Company") has adopted the Plan, which is intended to meet the requirements of the Employee Retirement Income Security Act, as amended ("ERISA"), and Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

**WHEREAS**, the Administrative Committee has established or desires to establish a trust constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

**WHEREAS**, the Investment Committee of the ADP TotalSource Retirement Savings Plan (the "Investment Committee") has the power and authority to manage and control the assets of the Plan; and

**WHEREAS**, the Administrative Committee, as the fiduciary of the Plan with respect to the general operation and administration of the Plan, has appointed ING Institutional Plan Services, LLC ("IIPS") to provide recordkeeping and other administrative services other than those the Company continues to perform for the Plan in such capacity, and any other person or entity hereafter engaged by the Administrative Committee to provide such services, being hereinafter referred to as the "Recordkeeper"; and

**WHEREAS**, IIPS is affiliated with the Trustee; and

**WHEREAS**, the Administrative Committee wishes to appoint the Trustee as a trustee to the Plan in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, the Administrative Committee and the Trustee, each intending to be legally bound, agree as follows:

**SECTION 1 - ESTABLISHMENT AND OPERATION OF TRUST**

1.1 **Appointment and Acceptance of Trustee.** The Administrative Committee hereby establishes with the Trustee a trust consisting of such sums of money and such other property acceptable to the Trustee as shall from time to time be paid or delivered to the Trustee, and hereby appoints the Trustee as trustee with respect to the assets invested under the Plan and held pursuant to this Agreement as such assets shall exist from time to time (the "Fund"). For purposes of this Agreement, Plan assets invested in a self-directed brokerage account shall also be considered to be part of the Fund. The Fund shall be held by the Trustee in trust and dealt with in accordance with the provisions of this Agreement. The Fund shall not include any interest in any direct or indirect investments in real property, leaseholds, mineral interests or participations in a real estate investment trust or corporation organized under Section 501(c) or 501(c)(25) of the Code. The Trustee shall have no responsibility for any property until it is received and accepted by the Trustee, or for any property of the Plan not delivered to the Trustee and accepted by the Trustee to be a part of the Fund. The Trustee hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein.

1.2 **Trustee Responsibilities.** The Trustee shall receive and hold the assets of the Fund on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Trustee hereunder are as a directed trustee and the Trustee shall act solely in accordance with the instructions of the Administrative Committee, the Investment Committee or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Trustee any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Trustee is not a party to the Plan and has no duties or responsibilities other

than those that may be expressly contained in this Agreement and ERISA, or any other agreement between the parties. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Fund be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Fund shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Fund.

1.4 Standard of Care. The Trustee shall discharge its duties under this Agreement with respect to the Plan solely in the interest of the participants and beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Except as required under ERISA or Section 3.1(c), Section 3.1(f) and Section 6.4 of the Agreement, the Trustee shall not be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Trustee shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless in reasonably acting upon any Authorized Instructions.

1.5 Contributions. The Trustee shall receive contributions or other amounts for deposit to the Plan that are delivered to the Trustee or its designated agent for deposit to or for the benefit of the Plan. The Trustee shall have no duty or responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan or for the transmittal of contributions or other amounts to the Plan. The Trustee shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. Notwithstanding any other provision of this Agreement (a) contributions made by the Company or another adopting employer based upon mistake of fact may be returned to the Company or such adopting employer within one year of such contribution, and (b) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Company or another adopting employer within one year of the disallowance of such deduction; provided that the return of contributions under this Section 1.6 may not violate any provision of the Plan. The Trustee shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Trustee shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Trustee shall make distributions and disbursements from the Fund solely in accordance with Authorized Instructions. The Administrative Committee agrees that, except as required by law, the Trustee shall not have any responsibility or duty under this Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.

1.8 Compliance with Law. The Fund is intended to comply with ERISA and to be tax-exempt under Section 501(a) of the Code. The Administrative Committee represents that it has received a determination letter from the Internal Revenue Service indicating that the Plan meets the requirements of Section 401(a) of the Code. The Administrative Committee agrees to promptly notify the Trustee if the Plan ceases to be so qualified upon receiving notification of such disqualification from the Internal Revenue Service.

## SECTION 2 - AUTHORITIES

2.1 Authority to Execute Agreement. The Administrative Committee hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below as representatives of the

Administrative Committee each warrant, as individuals, that each is an authorized representative of the Administrative Committee, all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. The Administrative Committee shall concurrently with the execution of this Agreement, furnish the Trustee with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Trustee and otherwise act on behalf of the Administrative Committee or the Investment Committee under the terms of this Agreement. Such persons designated by the Administrative Committee to so act hereunder are "Authorized Parties". The Administrative Committee hereby confirms to the Trustee that IIPS is an Authorized Party, for the limited purpose of transmitting to the Trustee investment trade, distribution and disbursement instructions as provided in Section 3.1(b) hereof. The Trustee shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Administrative Committee of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Trustee from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile and may be standing directions or instructions. The Trustee shall be entitled to reasonably rely on and shall be fully protected in acting in accordance with all such Authorized Instructions that it reasonably believes to have been given by an Authorized Party.

### **SECTION 3 - POWERS AND DUTIES**

3.1 General Powers and Duties of Trustee. In administering the Fund, the Trustee shall be specifically responsible for and authorized to:

- (a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse Plan assets;
- (b) Receive from IIPS investment trade, distribution and disbursement instructions from the Investment Committee, or, if the Plan so provides, from the Plan participants. Each business day, IIPS will send corresponding trade instructions to the Trustee at a plan level.
- (c) Effect all investment transactions for the Fund in accordance with Authorized Instructions. The Trustee shall: (i) timely transmit trade instructions and funds to the issuers of the Investment Options (as defined in Section 4.1) held in the Fund for purposes of settling the Plan's investment transactions, and (ii) receive and hold title to shares of or interests in the Investment Options purchased on the Plan's behalf;
- (d) Make distributions and disbursements from the Fund and carry out related tax withholding remittance and reporting obligations under Federal, state and local law;
- (e) Hold securities or other Plan property in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Trustee's records clearly indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;
- (f) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Trustee) as to part or all of the Fund, except that the indicia of ownership of any asset of the Fund shall not be held outside the jurisdiction of the District Courts of the United States unless in compliance with Section 404(b) of ERISA and regulations thereunder, and provided that the Trustee shall remain responsible for the performance of any such third-party as if performed by the Trustee hereunder;
- (g) Collect and deposit to the Fund income payable to and dividends or other distributions due to the Fund and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;
- (h) Collect and deposit to the Fund proceeds from assets of the Fund that may mature or be called;

(i) Until Authorized Instructions are received, hold the assets of the Fund uninvested, or invest the assets of the Fund in bank accounts of any commercial bank having total capital and surplus of at least \$5,000,000,000, or as otherwise agreed to by the Parties, and the Trustee may retain any earnings on such deposits as part of its compensation for services hereunder. Notwithstanding the foregoing, the parties agree that State Street Bank and Trust Company satisfies the requirements of this Section 3.1(i);

(j) Submit or cause to be submitted to the Administrative Committee all information received by the Trustee regarding ownership rights pertaining to property held in the Fund;

(k) Exercise all voting rights relating to other securities held in the Fund as directed by the Investment Committee; provided that, with respect to securities allocated to the accounts of Plan participants, unless otherwise directed by the Investment Committee in writing, the Trustee shall cause to be mailed to each Plan participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the Trustee or its designee, and the Trustee shall vote the shares as directed by each participant and shall not vote shares for which it has not received instructions from a participant. Unless the Investment Committee instructs the Trustee to vote shares not voted by participants, the Trustee shall not be liable and shall be held harmless for not voting such shares;

(l) Commence or defend suits or legal proceedings and represent the Fund in all suits or legal proceedings in any court or before any other body or tribunal as the Trustee shall deem necessary to protect the Fund provided, however, that the Trustee shall not be obligated to do so unless it has been indemnified by the Plan against all expenses and liabilities sustained in connection with such action;

(m) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. To the extent permitted by law, the Trustee shall be entitled to rely on and may act upon advice of counsel on all matters;

(n) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Agreement;

(o) Retain and engage one or more affiliates of the Trustee to perform, at no additional cost to the Plan, the duties and responsibilities of the Trustee, provided that the Trustee shall remain responsible for the performance of any such affiliate as if performed by the Trustee hereunder; and

(p) Provide applicable reporting disclosure under ERISA 408(b)(2) and all other necessary information required by a trustee under ERISA and the Code; and

(q) Generally take any action, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the fulfillment of its duties hereunder.

#### **SECTION 4 - INVESTMENT OF THE FUND**

4.1 Investment of the Fund. The assets of the Fund shall be invested and reinvested among the investments selected by the Investment Committee ("Investment Options"). The self directed brokerage account will be considered one (1) Investment Option. The Investment Committee or its authorized representative shall have sole responsibility for the investment and reinvestment of the assets of the Fund, except to the extent that the Plan permits participants to instruct the Administrative Committee or its authorized representative with respect to the investment of their individual accounts among Investment Options selected by the Investment Committee. The Trustee shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any Investment Options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan (other than enforcing limitations imposed by the Investment Committee), or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan. In the event the Investment Committee has selected particular Investment Options offered under the Plan into which Plan assets previously invested with another investment provider are to be placed (a procedure known as "mapping"), the Trustee shall bear no duty or responsibility for determining the suitability of the Plan investment offerings selected for this purpose.

## **SECTION 5 - REPORTING AND RECORDKEEPING**

5.1 **Records and Reports.** The Trustee shall keep accurate records of all amounts received to and disbursed from the Fund and the investments and other transactions of the Fund for at least six years following the date of such transaction. The Trustee shall provide a report of the assets of the Fund to the Investment Committee from time to time in such form as mutually agreed to by the parties, but at least quarterly. The Trustee may rely on the fair market value of the property of the Fund as reported by the recordkeeper and the Trustee shall be fully protected in reasonably relying on such values.

5.2 **Review of Reports.** If, within 360 days after the Trustee mails to the Investment Committee a statement with respect to the Fund, the Investment Committee has not given the Trustee written notice of any exception or objection thereto, the statement shall be deemed to have been approved, and in such case, to the extent permitted by ERISA, the Trustee shall not be liable for any matters in such statements. The Administrative Committee or the Investment Committee or its agent, upon giving prior written notice to Trustee, shall have the right at its own expense to inspect the Trustee's books and records directly relating to the Fund during normal business hours. The Trustee shall be reimbursed its actual costs for making such books and records available for inspection.

5.3 **Non-Fund Assets.** The duties of the Trustee shall be limited to the assets held in the Fund, and the Trustee shall have no duties with respect to assets held by any other person including, without limitation, any other trustee for the Plan.

## **SECTION 6 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION**

6.1 **Compensation and Expenses.** The Trustee shall be entitled to compensation for services under this Agreement as set forth in Exhibit A. The Administrative Committee acknowledges that the Trustee may increase the amount of compensation on an annual basis with the written consent of the Administrative Committee. The Trustee shall also be entitled to reimbursement for reasonable expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1, if such expenses were incurred with the prior written consent of the Administrative Committee. The Trustee is authorized to charge and collect from the Fund any and all such fees and expenses, unless the Investment Committee or the Administrative Committee objects within sixty (60) days of receiving notice of the Trustee's intent to collect its fees and expenses from the Fund.

6.2 **Float Compensation.** The Trustee may keep any number of bank accounts to receive and hold for a reasonable time contributions or other amounts to be invested; or amounts redeemed to pay a distribution or disbursement. The Trustee may credit amounts to any such bank account, which may commingle the Plan's amounts together with amounts of other retirement plans.

The expenses, including bank fees and charges, of any account are the obligation of the entity that keeps the account, and will not be charged against the Plan. The income (if any) from the account is additional compensation to the Trustee.

The Trustee will receive float income (as described herein) and will retain that float income as partial compensation for the services the Trustee renders hereunder. For each kind of float compensation, the Trustee generally earns a rate of return comparable to money-market or short-term investment returns.

### **(a) Contributions**

The Trustee uses a bank account to receive and hold contributions or other amounts to be invested in the Fund. The Trustee is unable to invest contributions or other amounts until Authorized Instructions are received in good order. The Trustee receives float income during any waiting period for Authorized Instructions. For Authorized Instructions received in good order by the close of the New York Stock Exchange (normally 4:00 p.m. Eastern Time), the Trustee will process the contributions or other amounts on that business day. For Authorized Instructions received in good order after the close of the New York Stock Exchange, the Trustee will process the contributions or other amounts on the next business day.

(b) Distributions

The Trustee will receive float income in connection with distributions and disbursements during the period of time commencing when an amount is redeemed from the Fund to fund a distribution or disbursement check and ending when the check is paid. The Trustee mails the check within three business days from the day that an amount is redeemed from the Fund.

6.3 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Trustee, the Trustee may use reasonable efforts to assist such Authorized Party to notify the Company or the Administrative Committee (as appropriate) of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Fund ("Tax Obligations"). Notwithstanding the foregoing, the Trustee shall have no responsibility or liability for any Tax Obligations now or hereafter imposed on the Company or the Fund by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Trustee is responsible under any applicable law for payment of any Tax Obligation on behalf of the Fund or the Trust, the Administrative Committee shall cause the appropriate Authorized Party to inform the Trustee of all Tax Obligations, shall direct the Trustee with respect to the performance of such Tax Obligations, and shall provide the Trustee with all information required by the Trustee to meet such Tax Obligations.

6.4 Indemnification. To the extent permitted under ERISA, the Plan, shall indemnify and hold harmless the Trustee from all liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses ("Losses") incurred by the Trustee in connection with any third-party claim related to services performed under this Agreement, except as a result of the Trustee's own negligence or willful misconduct or violation of this Agreement or applicable law (or that of an affiliate or third-party retained by the Trustee to perform services hereunder). The Trustee shall have an obligation to take all reasonable steps to mitigate any losses. In the event that the Trustee refuses or fails to take action to do so and such refusal or failure is unreasonable, the Plan shall be relieved of its responsibility to indemnify the Trustee hereunder with respect to losses caused by such failure to mitigate. This indemnification shall survive the termination of this Agreement.

The Trustee shall indemnify and hold harmless the Company and the Plan, from all Losses incurred by the Company, the Administrative Committee, the Investment Committee or the Plan ("Plan Parties") in connection with the services performed under this Agreement to the extent caused as a direct result of the Trustee's own negligence or willful misconduct or violation of this Agreement or applicable law (or that of an affiliate or third-party retained by the Trustee to perform services hereunder). The Plan Parties shall have an obligation to take all reasonable steps to mitigate any losses. In the event that a Plan Party refuses or fails to take action to do so and such refusal or failure is unreasonable, the Trustee shall be relieved of its responsibility to indemnify the Plan Party hereunder with respect to losses caused by such failure to mitigate. This indemnification shall survive the termination of this Agreement.

6.5 Force Majeure. Except for payment obligations hereunder, a Party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of causes beyond the reasonable control of the nonperforming Party. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, acts of terrorism or war, fires or other loss of facilities, floods, epidemics, quarantine restrictions, strikes, freight embargoes, telephone system outage, delays or failures of access involving the Internet, and World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, provided, however, that in every such case the failure to perform must be beyond the reasonable control of the non-performing Party and in the case of the Trustee, provided the Trustee has a reasonable and appropriate disaster recovery plan in place, and has complied with such disaster recovery plan.

## **SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL**

7.1 Amendment. The Trustee shall deliver written notice of any proposed amendment to the Administrative Committee. All amendments will be made by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Trustee. The Trustee may be removed with respect to all or part of the Fund upon receipt of sixty (60) days' written notice from the Administrative Committee. The Trustee may resign as Trustee hereunder upon one hundred and eighty (180) days' written notice delivered to the Administrative Committee. In the event of such removal or resignation, the successor trustee will be appointed by the Administrative Committee, and the retiring Trustee shall transfer the Fund, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses to the extent payable under Section 6.1, including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event the Administrative Committee fails to appoint a successor trustee within sixty (60) days of receipt of written notice of resignation, the Trustee reserves the right to seek the appointment of a successor trustee from a court of competent jurisdiction. The Plan shall indemnify the Trustee from any costs incurred by the Trustee in seeking such appointment. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor trustee.

7.3 Merger or Consolidation of Trustee. Any entity into which the Trustee may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Trustee is a party, or any entity succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Trustee shall distribute all assets then constituting the Fund, less any fees and expenses payable from the Fund, pursuant to the instructions of the Administrative Committee. The Trustee shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Trustee reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Trustee is able to make distribution. The Plan shall indemnify the Trustee from any costs incurred by the Trustee for retaining the property until it can be distributed. Upon the appointment and acceptance of a successor trustee, the Trustee's sole duties shall be those of a custodian with respect to the property not transferred.

## **SECTION 8 - ADDITIONAL PROVISIONS**

8.1 Assignment or Alienation. Except as may be provided by law, the Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Company, participants or beneficiaries under the Plan. The Trustee shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received. The Trustee may not assign this Agreement to any other party without the written consent of the Administrative Committee.

8.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, to the extent not preempted by Federal law.

8.3 Necessary Parties. The Trustee reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Trustee, or the Administrative Committee the right to have the Trustee's account judicially determined. To the extent permitted by law, only the Trustee, or the Administrative Committee shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Trustee, and no participant under the Plan or other person having an interest in the Fund shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons.

8.4 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

- (a) If to the Trustee:

~~Christopher H. Rand~~  
~~Vice President~~  
ING National Trust  
One Orange Way, ~~C4N~~  
Windsor, Connecticut 06095-4774

J. DeWise Jackson  
President  
C4R

- (b) If to the Administrative Committee:

ADP TotalSource Retirement Savings Plan Administrative Committee  
c/o Sergio Fernandez  
10200 Sunset Drive  
Miami, Florida 33173

The parties may by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.5 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, the Plan, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.6 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

8.7 No Personal Liability. The execution of this Agreement shall impose no personal liability on the members of the Administrative Committee (or their agents, or representatives). The individuals approving and executing this Agreement on behalf of the Plan do so solely in their representative capacities as fiduciaries of the Plan, and not in their personal or individual capacities.

#### Section 9--CONFIDENTIAL INFORMATION

9.1 Confidential Information. "Confidential Information" shall include all confidential or proprietary information disclosed by the Company, the Administrative Committee, the Investment Committee, IIPS or a Plan participant or beneficiary (each, a "Discloser") to Trustee during the term of this Agreement and shall include, without limitation, the provisions of this Agreement, its Exhibits, Plan information (including information about Plan participants) and Authorized Instructions. Confidential Information shall not, however, include the following: (i) information which is now in, or hereafter comes into, the public domain (other than as a result of disclosure or action by the Trustee); (ii) information in the possession of Trustee on the effective date of this Agreement that was not obtained from Disclosers, (iii) information developed by Trustee outside the scope of any agreement with the other Party, or (iv) information obtained rightfully from third parties. Trustee will maintain the confidentiality of all information provided by Disclosers or on each Discloser's behalf.

9.2 Confidential Treatment. To the extent that the Trustee obtains Confidential Information in its possession, The Trustee shall treat the Confidential Information as confidential, using at least the same standard of care that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care), and no information shall be disclosed to third parties by the Trustee (other than those third parties who are performing services on behalf of the Trustee), its officers, employees, affiliates, consultants, or agents without the prior written consent of the applicable Disclosers. The Trustee agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirements, as the case may be. Notwithstanding the foregoing, in the event and upon the written direction of a Discloser or a Discloser's duly authorized agent, Trustee may relay Confidential Information to a third party designated by such Discloser or such Discloser's duly authorized agent, in a manner which does not conform to

Trustee's "best practice" then in effect relative to Confidential Information without violating the specific provisions of this Section 9.

9.3 Return of Information. All Confidential Information shall remain the property of the Disclosers. Upon the applicable Discloser's request, the Trustee shall promptly return or destroy the Confidential Information it has in its possession at the time of the request...

9.4 Requirements of Law. The Trustee shall not be bound under this Section 9 to the extent that it acts under compulsion of law or in accordance with the requirements of any national or local government or government instrumentality or any other body with whose requirements the parties may be required by law or practice to conform. If the Trustee is required to disclose Confidential Information pursuant to such requirements of law, the Trustee shall first notify Disclosers so that it may seek protective orders or take any other legal action it deems necessary. Any Confidential Information disclosed pursuant to requirements of law shall still be deemed confidential.

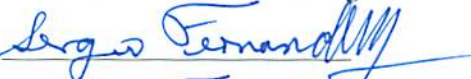
9.5 Equitable Relief. To the extent that the Trustee obtains Confidential Information in its possession, the Trustee acknowledges and agrees that a breach of these confidentiality obligations would cause irreparable harm to Disclosers and that no adequate remedy is available at law for such breach. Accordingly, it is agreed that Disclosers will be entitled to an injunction or injunctions to prevent breaches of these confidentiality obligations and to enforce specifically the terms and provisions of this Section 9.

9.6 Plan Participant Data. To the extent applicable, the Trustee shall at all times during the term of this Agreement comply with the requirements set forth in Exhibit B, attached hereto.


9.7 Survival. The obligations set forth in this Section 9 shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

**ADP TotalSource Retirement Savings Plan**

By:   
Name: SERGIO FERNANDEZ  
Title: VP of Risk + 401(k)

**ING National Trust**

By:   
Name: Christopher H. Rand J. Denise Jackson  
Title: Vice President President

## **EXHIBIT A**

### **FEEES**

In consideration for services rendered according to the terms of this Agreement, the Trustee shall be paid according to the following fee schedule:

Base fee of \$3500 annually shall be paid by ING Institutional Plan Services to the Trustee.

Additional fees for fund unitization costs, if applicable, shall be \$7500 per fund.

In the event the annual payment is not received by the Trustee as of December 15th of a calendar year, the Trustee shall notify the Administrative Committee. The Administrative Committee shall, on behalf of the Plan, immediately forward to the Trustee the difference between the amount due and the amount the Trustee received.

**EXHIBIT B  
PRIVACY AND SECURITY**

**1. Personal Information.** The Parties acknowledge that in performing its obligations hereunder, the Trustee may obtain or have access to, or otherwise store, process or transmit, certain personally identifiable information of Client and, if applicable, each Additional Discloser, their employees, other personnel, agents, officers, directors, and/or other persons (including Participants), which information may include without limitation name, address, other contact information, financial account information, insurance information, social security number, tax ID number, driver's license or non-driver identification card number, passport information, government ID number, tribal ID number, mother's maiden name, date of birth, password, PIN number, access code, routing code, security code, electronic signature or serial number, employee ID number, payroll records, salary information or other human resources records and information, "non-public information" as defined by the Gramm-Leach-Bliley Act, consumer report information, alien registration number or naturalization number, other account information and/or account activity information, other information or data that can be used for identity theft (including that which is not personally identifiable) and other sensitive information regarding such persons (collectively, "Personal Information"). Notwithstanding anything to the contrary, all Personal Information is and shall remain the sole and exclusive property of Disclosers, and shall be deemed each Discloser's Confidential Information regardless of whether it is marked as such. Additionally, any account passwords issued to the Trustee or its agents for purposes of accessing Disclosers' systems shall be protected as if they were Personal Information for all purposes.

**2. Applicable Privacy and Data Security Laws.** For purposes of this Exhibit B, "Applicable Privacy and Data Security Laws" shall mean: (a) all privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules and regulations of any applicable jurisdiction (including, without limitation, the U.S., and each state of the U.S.), and all then-current industry standards, guidelines and practices with respect to privacy, security, data protection, direct marketing, consumer protection and workplace privacy, including the collection, processing, storage, protection and disclosure of Personal Information, (b) the applicable data security and privacy policies of the Trustee.

**3. Limited Use.** To the extent that the Trustee obtains Personal Information in its possession, the Trustee agrees, and shall contractually require and cause its contractors and agents to ensure, that (i) at all times during the term of the Agreement and thereafter, it will comply with all Applicable Privacy and Data Security Laws in relation to Personal Information, (ii) Personal Information will not be utilized by the Trustee, its contractors or agents for any purpose other than for the purpose of rendering the applicable services to Disclosers under the Agreement (and not, for example and without limitation, to otherwise market to or contact such individuals) and shall be accessible by its personnel on a need-to-know basis only, and (iii) the Trustee shall treat all Personal Information as Confidential Information subject to the Trustee's other obligations pursuant to the Agreement. The Trustee shall not collect any Personal Information from or about individuals except that which is actively and knowingly provided by such individuals or provided by Disclosers to the Trustee.

**4. Security Measures.** To the extent that the Trustee obtains Personal Information in its possession and without limiting the Trustee's other obligations under this Exhibit B, the Trustee shall, and shall contractually require and cause its contractors and agents performing services for the Plan to implement and maintain a comprehensive written data security policy and reasonable security practices and procedures appropriate to the nature of the Personal Information, which policies, practices and procedures shall (i) comply with all Applicable Privacy and Data Security Laws and (ii) protect against any anticipated or actual threats or hazards to the security or integrity of Personal Information, and from the loss of Personal Information. The Administrative Committee reserves the right to review, upon request, a summary of the Trustee policies, procedures and practices used to maintain the privacy, security and confidentiality of Personal Information. Without limitation of the above, the Trustee shall (and shall contractually require and cause its contractors and agents performing services for the Plan to): (a) proactively monitor reporting services for known security vulnerabilities and rectify any such vulnerabilities present in the Trustee's systems, (b) encrypt Personal Information consisting of financial account information, social security number, driver's license or non-driver identification card number, national identification card number (e.g., passport number), passwords, and any other information that can be used for identity theft (including that which is not personally identifiable) with industry standard encryption levels at all times while in transit over a public

network or stored on a laptop or portable storage media, (c) prohibit employees, other personnel and agents from bringing, transporting or transmitting Personal Information to their homes, personal computers, e-mail accounts, devices or media, , (d) change default security settings (such as default passwords) and promptly install all security updates and patches made available by the vendors of any of the third party products used in connection with the collection, processing, storage or distribution of Personal Information, (e) employ adequate authentication protocols for online account access to prevent unauthorized users from accessing accounts, and (f) adopt up-to-date and industry standard technologies for the safe, secure and accurate collection, processing, storage, and distribution of Personal Information. Trustee shall have an independent security team outside of the relevant development organization (that reports independently to the Chief Information Officer) conduct one or more penetration tests on externally facing information systems and network(s) having access to, or holding or containing Confidential Information to verify that Trustee is employing appropriate administrative, technical and procedural access controls and system security requirements and devices necessary to protect Confidential Information in Trustee's possession or control from threats or hazards to the privacy, confidentiality or integrity of the Confidential Information. Upon receipt of the final report from such third party, Trustee will provide Administrative Committee with a high level summary of the test results. Within 30 days after receipt of such report, Administrative Committee will also provide Administrative Committee with the plan for remediating any critical or high risk findings discovered during the testing. Penetration test under normal circumstances shall be performed at least once per calendar year. The Administrative Committee reserves the right to request an annual certification from the Trustee that the requirements of this paragraph have been satisfied.

**5. Requests for Personal Information.** If the Trustee should receive any legal request or process in any form seeking disclosure of, or if the Trustee should be advised by counsel of any obligation to disclose, Personal Information, the Trustee shall (to the maximum extent allowed by applicable law) provide the Administrative Committee with prompt prior notice of such request or advice so that the Administrative Committee may seek a protective order or pursue other appropriate remedies to protect the confidentiality of such information. The Trustee agrees to furnish only that portion of the information which is legally required to be furnished and, in consultation with the Administrative Committee, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished. Notwithstanding the foregoing, the Trustee shall not be required to notify the Administrative Committee prior to responding to legal requests (e.g. subpoenas) for Participant Personal Information.

**6. Notification of Security Breach and Incident Response.** To the extent that the Trustee obtains Personal Information in its possession and without limitation of the foregoing, the Trustee shall advise the Administrative Committee immediately in the event that it learns or has reason to believe that there has been unauthorized access to or use of, or any security breach relating to or affecting, Personal Information, or that any person who has had access to Personal Information has violated or intends to violate the terms of the Agreement or this Exhibit B, and the Trustee shall (at its own expense, if such incident affected Personal Information that had been under the responsibility of the Trustee or its employee, other personnel, agent or contractor) cooperate with the Administrative Committee in investigating and responding to the foregoing, notifying employees and/or other affected individuals as required by law, and seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of Personal Information. In the event that applicable law requires that the Company's employees and/or other affected persons be notified of a security incident involving Personal Information, the Administrative Committee shall have the discretion of determining whether such notice shall come from the Plan, the Company or the Trustee. In any event, the content, timing and other details of such notice shall be subject to the Administrative Committee's approval, in the Administrative Committee's sole discretion. If such incident affected Personal Information that had been under the responsibility of the Trustee or its employee, other personnel, agent or contractor, the Trustee shall be responsible for reimbursing the Plan and the Company for the reasonable costs of such notifications and of fielding feedback and questions from those notified, and any other reasonable associated costs that the Plan and the Company may incur in connection with responding to or managing the breach of the security of Personal Information, for example, without limitation, costs of print shop services, postage, obtaining contact information for affected individuals, credit monitoring services, call center services and forensics services performed by the Trustee or the Trustee's vendor. The remedies set forth herein shall be in addition to any other remedies available to the Plan at law or in equity.

**7. Disposal.** To the extent that the Trustee obtains Personal Information in its possession and as soon as possible after any Personal Information (or a portion thereof) is no longer needed by the Trustee to fulfill its

obligations hereunder, and in any event upon termination of the Agreement, for any reason: (a) such Personal Information in the Trustee's or its agent's or contractor's possession or control shall be returned to Plan or the Company by the Trustee, or at the Plan's or the Company's request destroyed (including without limitation, with respect to any hard copy, cross-shredded), (b) all electronic copies of the Personal Information in the Trustee's or its agent's or contractor's possession or control shall be deleted in a manner that makes the Personal Information non-readable and non-retrievable, and (c) the Trustee will certify to the Plan, in writing, that Trustee has complied with its obligations under this Section 7 and will obtain and provide to the Plan the same such certification from its agents and contractors. Upon disposal under any circumstances, unencrypted Personal Information contained in print or electronic media is required to be shredded, destroyed, or modified so that it is unreadable.

**Amendment To The Trust Agreement  
Between  
The Administrative Committee of the ADP TotalSource Retirement Savings Plan  
and  
Voya Institutional Trust Company**

This Amendment is dated July 24, 2019 and effective as of January 1, 2019, between The Administrative Committee of the ADP TotalSource Retirement Savings Plan (“Administrative Committee”), on behalf of the ADP TotalSource Retirement Savings Plan, and Voya Institutional Trust Company (formerly ING National Trust) (“Trustee”).

WITNESSETH:

WHEREAS, Administrative Committee and Trustee are parties to a Trust Agreement dated effective as of April 1, 2013 (the “Agreement”);

WHEREAS, Section 7.1 of the Agreement provides that the parties may agree to amend the provisions of the Agreement at any time pursuant to a written amendment executed by both parties;

WHEREAS, the parties to the Agreement desire to amend the Agreement as provided herein; and

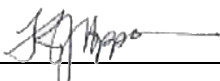
WHEREAS, capitalized terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, the parties agree to amend the Agreement as follows:

1. All references within the Agreement to “ING National Trust” shall be replaced by “Voya Institutional Trust Company.”
2. Exhibit A to the Agreement is hereby amended by deleting the sentence that reads “Additional fees for fund unitization costs, if applicable, shall be \$7500 per fund” and replacing it with the following: “Additional fees for fund unitization costs, if applicable, shall be \$6000 per fund.”
3. Except as provided herein, the terms and conditions contained in the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date set forth above.

**Administrative Committee of the ADP  
TotalSource Retirement Savings Plan, on behalf  
of the ADP TotalSource Retirement Savings  
Plan**

By: 

Name: Kristen Appleman

Title: VP-Health, Wealth, Tax  
& Compliance

**Voya Institutional Trust Company**

By: *Robert Calabrese*

Name: Robert Calabrese

Title: Vice President