**Addendum II – CONTRACT TERMS AND CONDITIONS**

**Note to Custodians:** This is a list of standard terms and conditions to be included in the custody agreement draft to be submitted with your RFP response in accordance with Section III – Required Information, Paragraph E. Contract Terms and Conditions Affirmation of the RFP. This list is not intended to replicate the entirety of a custody agreement but speaks only to the relevant subject matters covered below. The selected custodian will be required to enter into an agreement with SBCERS containing the terms and conditions provisions set forth below. If you have any exceptions to the standard terms and conditions set forth below, you must note them in your proposal and provide your alternative language. If there are no exceptions, then indicate so in your RFP response.

1. Establishment of Account. The Client hereby appoints the Custodian as its custodian bank and agent to establish and maintain a custody account in the Client’s name (the “Account”) and to hold in such Account the cash, securities and other property of the Client as are transferred to it from time to time (collectively “Assets”), each in accordance with the terms of this Agreement.

The Custodian shall establish one or more separate accounts or subaccounts under the Account (each, a “Separate Account”) to be managed either by the Client or by an investment adviser or investment subadviser (each, an “Advisor”) to be appointed by Written Instruction (as defined below) of the Client, with authority of each Advisor to enter into securities or other transactions in its respective Separate Account.

In accordance with Section [ ] below (Subcustodians), the Custodian shall appoint one or more banks or other financial institutions outside the United States as its subcustodian and agent (each, a “Subcustody”) to hold the assets of any Separate Account established by the Client for investment in non-U.S. assets.

1. Standard of Care. The Custodian shall perform all services that it has agreed to perform hereunder with the care, skill, diligence, and responsibility of a professional custodian familiar with such matters and acting in a like capacity in the conduct of an enterprise of like character and with like aims (the “Standard of Care”). Such duties and responsibilities include but are not limited to segregation, safekeeping and custody of assets, processing of proxies and other corporate actions, class action filings and forms, trade settlement, posting of income and other receipts, reporting of transactions, trade reconciliation and reporting of prices. The Custodian’s Standard of Care shall apply to all services that it performs (or does not perform) as provided hereunder and shall be adhered to by the Custodian and all of its trustees, directors, officers, employees, Affiliates, agents, or representatives (collectively, the "Representatives") at all times.
2. Segregation. The Custodian shall hold the Assets in the Account (and each Separate Account) as a custody account segregated on its books and records, separate and apart from the Custodian’s own assets and assets of other Custodian clients.
3. Subcustody. The Custodian shall be responsible for prudently selecting a foreign Subcustodian within a particular jurisdiction and for monitoring such selection to determine if it continues to be a prudent selection within such jurisdiction, and each foreign Subcustodian so selected by the Custodian will be the same Subcustodian selected in the relevant jurisdiction(s) on behalf of similarly situated custodial clients of the Custodian. In performing custodial duties, any such foreign Subcustodian shall act in accordance with the standard of care applicable to a professional “custodian for hire” (i.e., a custodian with no investment discretion) in the jurisdiction where such duties are performed. The Custodian’s legal agreements with such foreign Subcustodian shall be consistent with the standard of care above.
4. Authorizations. Any action required to be taken by the Client under this Agreement (e.g., establish Separate Accounts, allocate Assets to a Separate Account, transfer Assets to or from each Separate Account, make distributions from the Account, etc.) shall be by the Written Instruction of one or more authorized signatories appointed by the Chief Investment Officer of the Client (each, an “Authorized Person”) in a separate writing which shall be filed with the Custodian. No instructions may be conveyed orally unless promptly confirmed by the Written Instruction of an Authorized Person. The Custodian may take or omit to take any action in accordance with a Written Instruction that the Custodian believes in good faith is from such officer of the Client or other Authorized Person.

Notwithstanding any other provision of this Agreement, directions or instructions and other permitted communications under this Agreement, including without limitation trading, valuation, the designation of entities or persons authorized to initiate or approve any trading or valuation, or other directions or instructions may be given to the Custodian by letter, telex, SWIFT or other electronic or electro-mechanical means deemed acceptable by the Custodian, including to the extent applicable the use of the Custodian’s [insert name of its web-based interface] (the “[Custodian’s Web-Based Interface]”) or other written, electronic or electro-mechanical form (each, a “Written Instruction”), subject to such additional terms and conditions as the Custodian may require, but in all cases only to the extent that any such Written Instructions provided other than via [Custodian’s Web-Based Interface] have been validated as having been transmitted from a an Authorized Person and verified via a second Authorized Person subject to the identification information provided by the Client to the Custodian.

In addition, certain Written Instructions given to the Custodian under this Agreement, including Written Instructions via [Custodian’s Web-Based Interface], may be subject to such authentication process as the Custodian may from time to time require or as the Custodian may agree to at the Client’s request.

The Client agrees that any individuals designated as “authenticators” pursuant to such authentication process shall be authorized to authenticate directions or instructions given to the Custodian hereunder and that the Custodian may delay the processing of Written Instructions that are subject to such authentication process until it has received an authentication in accordance with such process.

1. Key Personnel. The Custodian shall assign key responsibilities for the Client’s custodial engagement to the following persons identified below together with their current titles (each, a “Key Contact”). In the event of the departure of any Key Contact, or their relocation to a non-custodial function at the Custodian, the Custodian will timely propose a replacement and reasonably cooperate with the Client with respect to interviewing or evaluating the credentials of the proposed replacement, and will accommodate the Client’s reasonable preferences with respect thereto.
2. Representations, Warranties, Covenants and Agreements. The Custodian makes the following representations, warranties, covenants and agreements, which shall be deemed to be true and complete on a continuing basis for the term of this Agreement:

(a) Authorization etc. The Custodian has due authority to execute this Agreement, and this Agreement is a legal, valid, binding and enforceable agreement of the Custodian.

(b) FDIA, Other Laws. The Custodian is an insured depository institution under the Federal Deposit Insurance Act of 1950, as amended (the “FDIA”), and it has in place all appropriate safeguards to assure that the Assets will be held in a manner consistent with applicable laws and regulations and the requirements of this Agreement.

(c) Custody bank status. The Custodian is authorized to discharge duties as a custodian bank under the laws of the State of [\_\_\_\_] and the FDIA, and it intends to discharge its duties as a custodian bank on behalf of the Client under this Agreement and the terms hereof.

(d) UCC and Article 8 Provisions.

(i) The Custodian is a “securities intermediary” (as defined in Article 8 of the Uniform Commercial Code of the State of [\_\_\_\_] (the “UCC”)) (“securities intermediary”) and shall comply with all safekeeping and recording requirements of the UCC applicable to the Custodian as a securities intermediary and applicable federal bank insolvency laws for all “securities” (as defined in the UCC) (“securities”) held in the Account and each Separate Account. However, the Client acknowledges and agrees that to the extent that the Client’s interests in a company, limited liability company or other vehicle do not meet the definition of “security” under the UCC, such interests are not subject to the UCC and are recorded as recordkeeping only assets on the Custodian’s books and records.

(ii) The Custodian may hold securities or other property of each Separate Account through an agent or in the name of its nominee or in a corporate depository or federal book entry account system or other form as it deems best, provided that (i) all marketable securities shall be held through a securities intermediary, and (ii) the Custodian shall not transfer or cede “control” (as defined in the UCC) (“control”) of such securities while they are held in the Account or Separate Account except (w) as required by applicable law, regulation, SRO rule, or rules and regulations of the Depository Trust & Clearing Corporation (“DTCC”), (x) as required in accordance with industry standards for corporate actions, or (y) pursuant to Written Instructions or in connection with any agreement entered into by the Custodian pursuant to Section [ ] below.

(iii) The Custodian will not follow any “entitlement order” (as defined in the UCC) (“entitlement order”) with respect to any instruction or direction to transfer or redeem any securities that fails to comport with the requirements for effective Written Instructions under this Agreement [or telephonic instructions (as described in Section [ ])], and further agrees not to generate an entitlement order except pursuant to Written Instructions [or telephonic instructions (as described in Section [ ]], except, in each case (i) as required by applicable law, regulation, SRO rule, or rules and regulations of the DTCC, (ii) as required in accordance with industry standards for proxies or other corporate actions, or (iii) except as otherwise set forth herein.

(e) [If the Custodian is organized in a state with laws treating bank custody as a fiduciary service (e.g., “corporate fiduciary” laws), please address compliance with those laws; it is acceptable to add that “Notwithstanding the foregoing, the term ‘fiduciary’ is not intended and shall not be construed to impose any duty, responsibility or liability on the Custodian to exercise any discretionary control or authority, or to make any recommendation or determine the suitability, with respect to the investment of any Assets, and the Custodian’s duties shall otherwise be limited to those set forth in this Agreement”].

8. Foreign Currency Exchange. Upon receipt of Written Instructions, the Custodian shall facilitate the processing and settlement of foreign exchange transactions upon terms and conditions that the parties may separately agree in writing, which terms shall include, without limitation, a fee schedule for such transactions and a specification of standards to be employed to ensure that fair market rates are obtained in such transactions, through a specified foreign currency exchange program sponsored by the Custodian or otherwise. Such terms shall also include the option for the Client to elect to enter into and execute foreign currency exchange transactions with third parties that are not affiliated with the Custodian, the foreign exchange division of the Custodian, or their respective Affiliates.

9. Records. The Custodian will maintain as part of its records this Agreement and all exhibits, supplements, and attachments hereto and other documentation relating to this Agreement to which the Custodian and the Client are parties from time to time, including without limitation amendments, waivers, or modifications to the extent approved in accordance with Section [ ] below (Entire Agreement; Amendments). This Agreement and all such other documentation have been or will be, as the case may be, executed and delivered by a duly appointed or elected and authorized officer of the Custodian of the level of vice president or higher. The Custodian shall keep records as required by applicable law and in accordance with the Custodian’s then current records retention policy, and shall hold such records for at least six (6) years from the date of origination of such record.

10. Proxies. The Custodian shall send all notices of proxies it receives to the Client or a proxy voting agent of the Client if so notified in writing electronically. The Custodian will, with respect to the securities held hereunder, cause to be promptly executed by the registered holder of such securities proxies received by the Custodian from its agents or its sub-custodians or from issuers of the securities being held for the Client, without indication of the manner in which such proxies are to be voted, and, upon receipt of Written Instructions, shall promptly deliver such proxies, proxy soliciting materials and other notices relating to such securities to the issuer. All proxies shall be voted in accordance with instructions of the Client or its proxy voting agent given to the Custodian. The Custodian shall not have responsibility for determining how to vote the proxies.

11. Securities Litigation.

(a) The Client hereby delegates the monitoring, reporting, and filing of proofs of claims for class action securities litigation to the Custodian. The Custodian shall maintain records of all such litigation documentation received by the Custodian on behalf of the Client and all documents generated by the Custodian relating to such litigation. The Custodian shall review all class action securities litigation notices received by the Custodian and shall not opt out of any class action securities litigation, but rather take whatever action is necessary to include the Client in the class, unless otherwise instructed by the Client in writing. The Custodian shall timely submit claims on behalf of the Client in all class action securities litigation in which the Client is a member of the class. The Custodian will send any monies recovered in class action securities litigation on behalf of the Client to the Client. The Custodian shall provide the Client with monthly reports that provide for each class action:

1. the name of the action;
2. the date a claim was submitted on the Client’s behalf;
3. the amount received; and
4. the date monies were sent to the Client.

Monthly reports shall also include class actions in which the Client has not opted out of the class for which funds under a judgment or settlement have not been received.

(b) The Client uses the services of various securities litigation monitoring firms (“Monitor”). In order for this service to function properly, the Monitor must be provided certain custody data. The Monitor is charged with cooperating with the Custodian to make this process operate smoothly. The Custodian will provide or make available to the Monitor the following (not all items may be required at any particular time):

1. A single event (may be repeated if required) feed of all market purchases and sales of U.S. traded securities for the preceding five years.
2. A single event (may be repeated if required) feed of all positions/holdings of all U.S. traded securities for the preceding five years.
3. Regular updates to such feeds at least weekly, and in no case less than monthly.
4. Files must be provided in a delimited editable format.
5. For transaction files, the primary identifier is to be the CUSIP, and the minimum trading information must include transaction type and related codes, trade and settlement dates, price per security, and quantity.
6. Position/holding files must include date and quantity by CUSIP.
7. Full access by the Monitor to [Custodian’s Web-Based Interface] or similar access applications as may be offered by the Custodian.
8. Provide information relating to the processing of proofs of claim for the Client prior to the filing deadline for proofs of claim, including at a minimum the action taken and date taken, and if a claim is not filed the reason therefore. This information is available on the quarterly class action filing report.

12. Insurance. During the term of this Agreement, the Custodian shall pay for and maintain insurance as provided below at commercially reasonable rates.

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## Comprehensive Commercial General Liability Insurance

* 1. . Such Commercial General Liability Insurance will be primary to and not contributing with any other insurance maintained by the Client for claims arising from the Custodian’s provision of service hereunder. Such insurance provides coverage liability to members of the public arising out of premises and operations including Personal Injury with a per occurrence limit and per location limit of at least Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000 aggregate).

## Workers’ Compensation

* 1. . A program of Workers’ Compensation Insurance with statutory limits and Employers Liability with limits of at least Two Million Dollars ($2,000,000) per accident will be secured protecting all Custodian employees.

## Banker’s Professional Liability

* 1. . A program of Banker’s Professional Liability Insurance with limits of $75,000,000.

## Directors and Officers Liability Insurance

* 1. . A program of Directors and Officers Liability Insurance with limits of at least $20,000,000.

13. Notices. The Custodian shall notify the Client as soon as practicable in writing if: (i) it receives notice of any claim against the Assets; (ii) it is no longer authorized to exercise custodial powers under the laws of the State of [\_\_\_\_] or federal banking or insolvency laws; (iii) the Federal Deposit Insurance Corporation no longer provides insurance on deposits at the Custodian; or (iv) it shall fail to comply with any of the provisions of this Agreement, or if any of its representations, warranties, covenants or other agreements herein are no longer valid and accurate.

14. Further Assurances. The Custodian shall respond timely to the Client’s inquiries that arise in the ordinary course of business, including confirmation of the Client’s status as a client of the Custodian and such other information as is typically furnished by the Custodian on behalf of its U.S. custody clients and in accordance with industry practice in response to requests by brokers, counterparties, foreign banks, investment managers or advisers, or government officials or regulators in response to those entities’ requests for information arising under their duties pursuant to OFAC, AML or other relevant regulation affecting business or financial transactions and accounts.

15. No Lien. The Client hereby agrees to keep in place at all times sufficient cash assets in the Accounts to satisfy all obligations to the Custodian, including the repayment of overdrafts or advances, and shall take any additional steps required to assure the Custodian of such undertaking. No lien or pledge of assets is made by the Client in this Section [ ] or otherwise under this Agreement.

16. Conflicts of Interest.

(a) It is understood that the Custodian performs services for various other clients. The Custodian and its officers may act and continue to act as custodian and/or service provider for other clients, and nothing in this Agreement shall in any way be deemed to restrict the right of Custodian to perform services for any other client, so long as such services can be and are in fact performed without violating or adversely affecting Custodian's duties and obligations to the Client under this Agreement.

(b) Under no circumstances will the Custodian recommend any person, contract or transaction in which the Custodian, the Custodian's Representative, or any of their Affiliates or associates or to the best of their knowledge and belief any client of any of the above has any interest, without full written disclosure of the nature and extent of such interest and certification that such interest has had no effect upon the Custodian's recommendations.

(c) The Custodian shall not engage in any self-dealing with any assets received by it pursuant to this Agreement, including but not limited to dealing with such assets in its own interest or for its own account, acting in any transaction involving such assets on behalf of a party (including but not limited to the Custodian) whose interests are adverse to the interests of the Client or its participants or beneficiaries; or receiving any consideration from any party in connection with a transaction involving such assets. Notwithstanding the foregoing, the Client acknowledges and agrees that self-dealing shall not include transactions involving assets of the Client for which the Custodian has received Authorized Instructions. In the event that any of the officers and employees of the Custodian who have day-to-day responsibility for this custody relationship have actual knowledge of any income derived from self-dealing activities, the same shall be reported to the Client.

1. Confidential Information
2. To the extent that the Custodian is provided with Personally Identifiable Information (“PII”) to meet regulatory requirements or otherwise, the Custodian agrees to hold PII in strict confidence and in a manner consistent with its regulatory duties and internal policies regarding treatment of its own confidential information, and in accordance with applicable law.  In all cases the Custodian will use its best efforts to prevent unauthorized access, use, or disclosure of such PII.
3. The parties agree that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or which is made available to the other is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, including plan participant and beneficiary information, which includes, but is not limited to, PII such as names, addresses, telephone numbers, account numbers, demographic, and financial and transactional information, whether received before or after the date hereof.

For the avoidance of doubt, the Client’s “Confidential Information” shall include Confidential Information provided by an Advisor, including information relating to a custodied or non-custodied Asset (“Advisor Information”). The Custodian shall execute such agreements, undertakings and assurances as any Advisor may request regarding the Custodian’s treatment of all Advisor Information as strictly confidential.

1. Except as expressly provided herein or with the other party's prior written consent, each party agrees to hold all Confidential Information of the other party in confidence, that it will not disclose any Confidential Information of the other to any third party, other than to its Representatives who have a need to know such information in connection with this Agreement, and that it will not use any such Confidential Information for purposes other than in connection with this Agreement. Each party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its respective obligations under this Agreement.
2. Either party may disclose the other party’s Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it.
3. With the exception of PII and plan participant and beneficiary information, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information: (i) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (ii) is released by the originating party to anyone without restriction; (iii) is rightly obtained from third parties, who, to the best of the receiving party's knowledge, are not under an obligation of confidentiality; (iv) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (v) is independently developed by the receiving party without reference to the originating party’s Confidential Information.
4. Following termination of this Agreement, the Custodian shall return or destroy (as directed by the Client) the Client’s confidential information in accordance with the Custodian’s standard practice.
5. Neither the Custodian nor its Representatives shall publicly disclose the name or the initials, logo or other identifying information of the Client (or an Advisor) or any of its Affiliates without the prior written consent of the Client (or the Advisor, as the case may be (in each case only to the extent that the disclosure of the Advisor’s name or related information is related to the Advisor’s Subaccount or other services to the Client)). The Custodian may, however, make such disclosures to, or as may be required, by its applicable regulatory authorities.
6. Information Security.
7. The Custodian will take commercially reasonable steps to safeguard the Client’s Confidential Information, including without limitation Advisor Information and PII, to protect it from unauthorized or accidental disclosure, and to comply with state and federal laws and regulations regarding confidentiality, privacy, and security applicable to the Custodian as a [\_\_\_\_] organized under the laws of the State of [\_\_\_\_\_]. Except to the extent permitted by Section [ ] above (Confidential Information) or required by law, the Custodian shall not disclose such information to any third party or use it for any purpose other than as expressly permitted under this Agreement.

(b) The Custodian will promptly investigate material incidents of unauthorized access to or loss of the Client’s sensitive or confidential information maintained by the Custodian in connection with providing custodial or non-custodial services under this Agreement (a “Data Breach”) and, unless prohibited by applicable law or if it would compromise the Custodian’s investigation, notify the Client on a timely basis following any Data Breach which constitutes a material threat to the Client. The Custodian will use commercially reasonable efforts to remedy any Data Breach and prevent any further Data Breaches at the Custodian’s expense in accordance with applicable privacy rights, laws, regulations and standards. This paragraph (b) is in addition to, and shall not in any way supersede, limit or rescind, the Custodian’s duties and the Client’s rights and remedies under other provisions of this Agreement with respect to the Client’s sensitive or confidential information, including Section [ ] (Confidential Information).

1. Indemnification. The Custodian shall indemnify and hold harmless the Client and its Representatives for losses, claims, damages, judgements, liabilities, costs, expenses (including reasonable attorneys’ fees and expenses, and court costs), penalties or taxes (collectively “Losses”) based upon or arising out of: (i) a violation or breach by the Custodian, a Bank Affiliate or any of their respective Representatives of any term of this Agreement; or (ii) the negligence, willful misconduct or fraud of the Custodian, a Bank Affiliate or any of their respective Representatives in the performance of the Custodian’s duties, obligations or other undertakings under this Agreement.

The Custodian shall indemnify and hold harmless the Client and its Representatives for Losses based upon or arising out of the acts and omissions of its Subcustodians as if it had committed such acts and omissions itself; provided that the Custodian will have no liability for a Loss resulting from the insolvency or other financial default of a Subcustodian that is not an Affiliate of the Custodian, except to the extent that any such Loss is caused by the failure of the Custodian to comply with its duties under Section [ ] (Subcustodians).

1. Assignment and Delegation. This Agreement is not assignable by either party without the prior written consent of the other party, except that (i) the Custodian may assign this Agreement, in whole but not in part, to a Bank Affiliate, and (ii) any entity that shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the institutional custody business of the Custodian shall, upon such succession and without any appointment or other action by the Client, be and become successor custodian hereunder; provided that in either case such assignee shall be an insured depository institution under the FDIA, with full power and authority under all applicable state and Federal law to conduct its business as custodian and as a bank and to fully perform the Custodian’s duties, obligations and other undertakings as and to the extent contemplated by this Agreement. The Custodian agrees to provide prompt written notice of such successor custodian to the Client. Any assignment in violation of this provision shall be voidable at the option of the Client.
2. Termination. This Agreement may be terminated at any time upon thirty (30) days written notice from the Client to the Custodian, or upon one hundred eighty (180) days written notice from the Custodian to the Client, or immediately by the Client in the event of a material breach of this Agreement by the Custodian (directly or by any Bank Affiliate or Subcustodian) that, in the Client’s good faith judgment, cannot be cured in a reasonable period of time without exposing the Account or a Separate Account to risk of loss. Upon the expiration of such thirty (30) or ninety (90) day period, or immediately following material breach, as the case may be, the Custodian shall promptly deliver all Assets then in the Account to the Client or in accordance with the Client’s order; provided that, in the event of immediate termination as described above, the Custodian will as soon as practicable deliver all Assets to the Client or a successor custodian or other third party as indicated by Written Instruction, and the Client shall remain responsible for the Custodian’s fees for the full 30-day period otherwise required for termination under this Section [ ]. For the avoidance of doubt, the Client shall have and after termination shall continue to have full and reasonably timely access to all of its books and records held at the Custodian as provided under Section [ ] above (Records).
3. Public Records. The Custodian understands and agrees that the Client, as a public pension fund, is subject to the State of California Public Records Act (As of January 1, 2023, located at Cal. Gov. Code section 7920.000 et. seq.) and may be requested to provide a copy of this Agreement, including all exhibits, attachments, schedules, and addendums, the Custodian's delivered work product, and other documents as part of a public records request. This Agreement shall constitute notice that any documents provided to the Client by the Custodian may be released to the public pursuant to a Public Records Act request and shall release the Client from any liability or damages related to such disclosure. The Client will own the work product prepared or created by the Custodian specifically and exclusively for, and delivered to, the Client and have the right to use, reproduce, and adapt it for internal use within the Client’s organization. The Client will retain ownership of any information specific to its employees, members, or business operations contained in the Custodian's work product.
4. California Law. Irrespective of the choice of law provisions the parties may agree govern the terms of the Agreement, the Custodian acknowledges that the Client is a government pension plan subject to the terms of California law, including the provisions of the California State Constitution and California statutes, including without limitation conflict of interest laws and laws requiring public disclosure of information regarding the conduct of its business, which may include information regarding the accounts managed by the Custodian (the "Public Disclosure Laws"). The Custodian shall facilitate the Client's compliance with California law under the provisions hereof, including without limitation the agreement not to engage in conduct that would place the Client in violation of conflict of interest laws and its agreement to facilitate timely requests for information in its possession that the Client is required to disclose pursuant to the Public Disclosure Laws.
5. Survival. Sections [ ] (Establishment of Account), [ ] (Standard of Care), [ ] (Representations, Warranties, Covenants and Agreements), [ ] (Records), [ ] (Insurance), [ ] (Confidential Information), [ ] (Information Security), [ ] (Indemnification), [ ] (Assignment and Delegation), [ ] (Termination), [ ] (Public Records), [ ] (California Law),, and this Section [ ] (Survival) shall survive termination of this Agreement.
6. Entire Agreement; Amendments. This Agreement[, together with the Schedules/Exhibits hereto], states the entire understanding among the parties relating to the subject matter of this Agreement and supersedes any and all prior conversations, correspondence, memoranda or other writings, all of which are without further effect. No other agreements or understandings shall be binding upon either party except if such party has agreed in writing, as signed by an authorized officer, to be bound thereby. This Agreement may be amended, modified or otherwise revised only by written agreement between the parties executed by authorized officers thereof.