

# Terms and Conditions

BNY MELLON, N.A.

## Overview

This document outlines the terms and conditions that apply to the Account Application and Agreement (collectively, the "Agreement") between You and BNY.

## I. Definitions and Relationships

**"Account Communications"** means all documents, communications and information related to Your Account including, but not limited to, account statements, trade advices, prospectuses, quarterly, semi-annual or annual shareholder reports, proxy statements, tax forms, and other legal and regulatory notices, disclosures and documents.

**"Affiliated Service Provider"** means one or more Affiliates of BNY (each an "Affiliated Service Provider").

**"Affiliates"** means any entity from time to time directly or indirectly controlling, controlled by or under common control with a party.

**"Applicable Law"** means any laws, rules and regulations, and any notices, advisories, guidelines or requirements issued by a governmental entity, regulatory authority, or self-regulatory organization, in each case to the extent applicable to the relevant party's obligations under this Agreement.

**"Authorized User"** means a person that You have authorized to be provided an additional user ID which enables access to Your Account online.

**"BNY"** refers to BNY Mellon, National Association, a national banking association, a wholly owned subsidiary of The Bank of New York Mellon Corporation and member FDIC, which provides custody services and certain private banking products and services for Your Account. BNY is an affiliate of Pershing Advisor Solutions and Pershing.

**"Cash Sweep Program"** means the array of money funds and the bank sweep product available as sweep options.

**"Credit Facility"** means any credit facility, investment credit line and/or mortgage held at BNY.

**"Deposit Account"** means any deposit account including, but not limited to, checking, savings or certificates of deposit held at BNY.

**"Financial Organization"** means, as applicable, the investment adviser designated by you to manage Your Account or provide investment advice with respect to Your Account, or the bank, trust company, fiduciary or other financial institution that introduces Your Account to us or that otherwise takes responsibility for representing You with respect to Your Account.

**"Losses"** refers to all losses, claims, actions, suits, proceedings, demands, damages, liabilities and expenses, including reasonable attorneys' fees, or costs of any kind as they are incurred.

**"Parties"** refers to You and BNY.

**"Pershing"** refers to Pershing LLC, which is a broker-dealer, a member firm of the New York Stock Exchange, Inc. ("NYSE"), and of the Financial Industry Regulatory Authority ("FINRA"). Pershing has been designated by BNY as an Affiliated Service Provider to perform certain administrative functions for bank custody accounts.

**"Pershing Advisor Solutions"** refers to Pershing Advisor Solutions LLC, a broker-dealer and a member firm of FINRA. Pershing Advisor Solutions has been designated by BNY as an

Affiliated Service Provider to perform certain administrative functions for bank custody accounts.

**"Property"** means any securities or other assets accepted into Your Account.

**"Securities, Commodities, and other Property"** includes, but is not limited to, any money, securities, commodities of every kind and all contracts and options relating to them, whether for present or future delivery, that may be held in Your Accounts.

**"Website"** or **"Investor Portal"** means the investor portal or portals, maintained by Pershing and/or Pershing Advisor Solutions, both BNY Affiliates that enables You to access information and perform other activities with respect to Your Account, whether such investor portal is accessed through an internet website, a mobile application that we maintain, or a third-party mobile application that we authorize.

**"You" or "you"** are the Account Holder(s). Account Holder(s) may be one or more individuals or organization(s), a corporation, a joint venture(s), a partnership or a trust. You and BNY are each a "Party," and together, the "Parties."

**"Your Account"** refers to your account maintained with BNY.

## II. Roles of BNY and Your Financial Organization

**A. Custody.** In consideration of BNY acting as custodian of your assets, You understand, acknowledge and agree that BNY will:

1) hold the assets in safekeeping facilities (including, without limitation, facilities of affiliates), in central depositories (including, without limitation, the Depository Trust Company), in the Book Entry System of the U.S. Treasury Department, or with other similar organizations in the U.S. or elsewhere, as may be required for the secure and efficient handling of the assets;

2) collect and receive on your behalf all income and other payments and distributions due with respect to the assets, and any funds arising out of or in connection with the assets; provided, however, that BNY shall not be responsible for the failure to receive payment (or late payment) of distributions with respect to Securities or other Property held in Your Account except to the extent such failure is a result of BNY gross negligence or willful misconduct;

3) make income and principal disbursements and deliver assets in accordance with your signed Funds Transfer Agreement and as additionally specified in Your Account Application and Agreement with BNY.

If this Account is a Trust, the Trustee(s) signing this Account Application and Agreement certify that the Trust authorizes the Trustee to receive on behalf of the Trust or deliver to the Trust or third parties including to the Trustee(s) individually any and all assets in this account including, but not limited to, monies, stocks, bonds and other securities and to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the Trust;

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You also authorize BNY to:

- (a) remit checks to You as instructed by your Financial Organization at your address of record;
- (b) disburse funds or assets held in Your Account(s) based on any signed authorization You submit; and
- (c) transfer assets between Your Account(s) with same registration at the direction of your Financial Organization.

BNY reserves the right to restrict Your Account from withdrawals and/or trades if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. BNY also reserves the right to restrict your account from withdrawals and/or trades if BNY is put on reasonable notice that the ownership of some or all of the assets in the account is in dispute.

4) forward promptly all proxies relating to the assets to your Financial Organization or Financial Organization written designee for voting by your Financial Organization or said designee;

5) take any and all actions necessary to settle transactions in futures and/or options contracts, short-selling programs, swaps and other derivative investments;

6) if applicable and pursuant to the Financial Organization instructions, provide the data required pursuant to Sections 13(f) and 13(g) of the Securities Exchange Act of 1934 ("Exchange Act") based on assets it holds pursuant to these terms and conditions. Upon receipt of your instructions with respect to the proper reporting of all such information, BNY or its Affiliated Service Provider will provide the data required on your behalf. Neither BNY nor its Affiliated Service Providers will be responsible for the appropriate and timely preparation and filing of such data and reports or for the information contained therein;

7) to the extent BNY advances funds to Your Account (e.g. for disbursement or to effect the settlement of purchase transactions), BNY may, in its sole discretion, advance funds in any currency hereunder. If an overdraft occurs in an account, which may include principal and income portfolios, (including, without limitation, overdrafts incurred in connection with the settlement of securities transactions, funds transfers or foreign exchange transactions) or if You are for any other reason indebted to BNY under this Agreement, such overdraft existing at the close of a business day shall be immediately due and payable without notice or demand. BNY shall have the right to transfer funds in the amount of any overdraft into the overdrawn account or portfolio by the close of the business day and reimburse itself for all amounts owed with respect to the overdraft. If Your Accounts have insufficient cash to repay such amounts, Your Account assets can be used to satisfy your debt and other obligations to BNY, regardless of any advances made by BNY in connection with those securities and other property, provided, however, that if BNY caused the overdraft due to its error or negligence BNY shall clear such overdraft without cost to You or the Account as soon as is reasonably possible. In order to secure repayment of your foreign exchange transaction obligations to BNY or any affiliate of BNY or any other derivatives transactions entered into by BNY or any affiliate of BNY and You, You hereby pledge and grant to BNY individually and as collateral agent for any affiliate of BNY a continuing first lien and security interest in, and right of setoff against: (a) all of your right, title and interest in and to all accounts in your name and the Securities, money and other Property now or hereafter held in such accounts (including the proceeds thereof); (b) each account with respect to which or

for whose benefit the advance, overdraft or indebtedness relates and the securities, money and other property now or hereafter held in such account (including the proceeds thereof): (c) any other property at any time held by BNY on your behalf. However, securities and other property You hold in retirement account(s) maintained by BNY which may include IRAs or qualified plans, are not subject to this general lien. Retirement account funds may be used only to satisfy your debt or other obligations BNY that relate to your retirement account(s);

8) BNY may apply a charge to any cash balance where, for any currency: (a) any recognized overnight benchmark rate or any official overnight interest rate set by any applicable central bank or other monetary authority is negative or zero; or (b) any market counterpart or other institution applies a negative interest rate or any related charge to any cash balances in an account opened for you by BNY or its affiliates; or (c) the combination of the applicable recognized overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority (where positive) and any charge applied by BNY or its affiliates over relevant balances results in a negative rate. For negative interest rates for certain currencies, the fee will be determined by factors including client type and operational nature of deposits. We will provide notice to you of currencies impacted by negative interest rate fees through a statement message.

9) make reasonable efforts to keep all account principal and income cash balances in excess of \$1.00 awaiting investment or distribution in such short term investment vehicles as You direct from time to time. Such vehicles may include any mutual fund of any affiliate of The Bank of New York Mellon Corporation and any deposit account maintained by BNY or any of its bank affiliates.

10) unless otherwise notified in writing and to the extent corporate actions do not involve the exercise of discretion (and, where BNY is custodian, to the extent not inconsistent with Rule 760 of Regulation R (12 CFR 218.760; 15 CFR 247.760)), BNY will (a) attend to corporate actions, collect proceeds of securities which mature or are called as they come to BNY attention, (b) sell all fractional shares received and credit all stock dividends to principal, and (c) is authorized to execute purchases and sales through Pershing's brokerage custody platform provided such execution is at competitive rates; and

11) hold the assets in its safekeeping facilities or of other custodian banks or clearing corporations anywhere in the world as required to custody the foreign assets of the Account, provided that BNY shall not be responsible for any Losses resulting from the deposit or maintenance of Securities or other Property (in accordance with Market Practice) with any recognized clearing facility, book-entry system, centralized custodial depository, or similar organization.

12) receive or deliver securities free of payment against separate receipt or delivery of U.S. dollars or foreign currency ("Free Delivery") in Your Account when instructed to do so by the Financial Organization; provided that BNY may decline to settle a transaction on a Free Delivery basis when BNY in its sole discretion, deems that doing so may place BNY at undue risk. You acknowledge that inherent in Free Delivery is the risk that the counterparty to a transaction will not deliver the cash or securities, as the case may be, after BNY has delivered the cash or securities from Your Account in anticipation of such delivery. You assume that risk for those transactions that the Financial Organization instructs BNY to settle on a Free Delivery basis.

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13) except as provided herein, BNY shall have no power or authority to assign, hypothecate, pledge, or otherwise dispose of the assets, except pursuant to instructions, and the assets shall not be subject to any lien or charge of any kind in favor of BNY or, except to the extent permitted by law, any person claiming through BNY.

14) may hold the assets in one or more separately identified sub-accounts. Any and all of such sub-accounts shall be deemed to be part of Your Account and all of the assets held in any such sub-account shall be deemed to be part of the assets, and shall be governed by the terms of this Agreement.

**Form in Which Property Held.** In providing safekeeping for the Property, an Affiliated Service Provider may hold Property that is represented in the following forms: (i) in nominee name; (ii) in bearer form; (iii) in book entry form at BNY (iv) in book entry or physical form at a clearing agency as defined in Section 3(a)(23) of the Exchange Act that is registered or exempt from registration under Section 17A(b) of that act ("Clearing Agency") or in a bank (including an Affiliated Service Provider) as defined in Section 3(a)(6) of the Exchange Act ("Bank Custodians"); and (v) as the nature of the Property may require, in a central securities depository or similar organizations located outside the United States ("Non-U.S. Depositories," together with Bank Custodians and Clearing Agencies, the "Sub-Custodians").

**Use of Sub-Custodians.** BNY and its Affiliated Service Providers shall exercise reasonable care in their selection and use of Sub-Custodians in light of the prevailing trading and processing practices that are specific to the jurisdictions or markets in which transactions in, or related to, the Property occur ("Market Practices"). Neither BNY nor its Affiliated Service Providers shall be responsible or liable for any Losses by You or any persons claiming through You arising as a result of: (i) the insolvency of a Sub-Custodian, except to the extent such Losses are a result of BNY or an Affiliated Service Provider's gross negligence or willful misconduct in exercising reasonable care in its selection, use, or oversight of such Sub-Custodian; or (ii) the deposit or maintenance of Property at Sub-Custodians specified by Financial Organization or You.

**Property Held by Others.** If directed by Client and agreed to by BNY, BNY will report property of Client held by others and credit income received from Client or others to Client's Account. BNY may rely on information regarding such property received from others holding the property or from Client.

Client shall provide BNY with specific instructions for reporting the value of any assets unavailable to BNY but required for any reports or statements to be provided by BNY under this Agreement. In addition, Client shall provide BNY with appropriate tax status and other tax related information with respect to property of Client held by others. Client hereby represents to BNY the existence of all such property and ownership by Client.

To the extent BNY undertakes any such function, its sole responsibility, unless otherwise agreed to in writing, shall be to reflect on its books the information that it has received from Client or such third-party with respect to such property. Such information is neither verified nor guaranteed to be accurate by BNY and may not be relied upon for any purpose by Client or any third-party without separate written approval or direction from BNY.

BNY shall not be responsible or liable for any losses or damages suffered by Client or any third-party arising as a result of the

insolvency of any entity that has custody, control, investment authority or investment discretion of property reflected in the Account, but not held by BNY.

This Section shall survive the termination of this Agreement.

**Registration and Settlement of Property.** In providing safekeeping for the Property, BNY shall: (i) register the Property in the name of BNY or its nominees, or in the nominee name of any Sub-Custodian used by BNY (ii) with respect to any or all of the Property, settle purchases and sales, and engage in other transactions relating to the Property, including free receipts and deliveries, exchanges and other voluntary corporate actions, with any person, agent, financial institution, partnership, corporation or other recipient designated by your Financial Organization or You pursuant to instructions provided by your Financial Organization under the authorization granted in Section III (Y) of the Terms and Conditions of this Agreement, and (iii) attend to the exchange, conversion or surrender of Property as applicable. Absent their gross negligence or willful misconduct, and in accordance with the foregoing paragraph, neither BNY any Affiliated Service Provider, nor their personnel will be liable to You or any persons claiming through You for any Losses that may be incurred as a result of the Market Practices applicable to the Property.

**B. Class Actions.** Unless otherwise directed in writing by Client, and subject to the limitations as stated below, BNY will use reasonable efforts to file claims in response to any notices received by BNY of any such claim filing requested in connection with class action litigation, arbitration, bankruptcy, settlement or other legal proceeding involving any securities held in the Account, in accordance with BNY applicable claim filing policies and practices as in effect from time to time. BNY may charge additional servicing fees with respect to processing of claims relating to any class action, as described in such claim filing policies and practices, and shall be entitled to deduct such additional fees from any claim proceeds, before depositing the balance of any such proceeds into the Account. BNY shall have no obligation to render advice, file any claim or take any other action on behalf of BNY with respect to any claims which relate to time periods during which BNY did not have custody of the securities involved in such claim.

**C. Assistance Programs and Conflicts of Interest.** As part of a suite of services offered to Financial Organizations, BNY and its affiliates provide certain benefits to Financial Organizations for services related to business transition, client onboarding, technology, research, administrative customer support, conferences, marketing, and business development and other costs (collectively referred to as "Assistance Programs"). BNY and its affiliates do not make any payments to employees or representatives of Financial Organization.

The existence, availability and terms of these Assistance Programs differ among Financial Organization depending on their relationship with BNY. Some of these benefits are available only during a transition period as your Financial Organization transitions to BNY, while others are continuously available. Some benefits in the Assistance Programs are contingent upon Financial Organization introducing a specific level of assets to BNY or its affiliates. Some of these Assistance Programs assist Financial Organization to better monitor and service client accounts maintained at BNY and its affiliates. However, some of these Assistance Programs may benefit only the Financial Organization, such as, for example, services that assist the Financial

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Organization in growing its business.

The availability and receipt of any Assistance Program benefit or fee reduction creates a conflict of interest because it incents Financial Organization to use BNY and its affiliates and recommend that clients engage BNY for custody services so that the Financial Organization can receive such benefits and/or payments. We encourage you to discuss any such conflicts of interest with your Financial Organization and us before making a decision to custody your assets with us.

**D. Acknowledgements and Agreements.** In consideration of the services provided by BNY or its Affiliated Service Provider, You understand, acknowledge and agree that:

1) BNY may accept or act on instructions concerning Your Account(s) from your Financial Organization without inquiry or investigation, only as authorized under the terms of this Agreement and pursuant to any letters of authorization that You complete, sign and submit.

2) BNY or its Affiliated Service Provider conducts transactions as instructed by your Financial Organization. The Financial Organization, not BNY nor its Affiliated Service Provider, is responsible for managing Your Account(s). BNY and its Affiliated Service Provider do not endorse, recommend or give advice to You or your Financial Organization with respect to investment style or strategy, nor make any determination regarding the suitability of any investment, strategy or program.

3) BNY and its affiliates shall not be responsible or liable for any acts or omissions of your Financial Organization or the members, affiliates, officers, partners, directors, employees, representatives or agents of your Financial Organization. BNY makes no representations or warranties about the Financial Organization or their services. You shall not hold BNY its members, affiliates, officers, directors, employees, representatives or agents liable for any trading losses incurred by You, or any persons claiming through You.

4) BNY is not affiliated with your Financial Organization, and your Financial Organization does not act as an agent of BNY. The Financial Organization may have other business relationships with BNY. Unless otherwise disclosed to You, your Financial Organization is not controlled or employed by BNY.

5) Neither BNY nor its affiliates are obligated to monitor the Financial Organization or the trading activity in any of Your Account(s). You are responsible for monitoring and reviewing your statement activity and reporting any discrepancies to your Financial Organization. BNY and its affiliates do not review or guarantee the accuracy, adequacy, or completeness of any historical performance or other information that the Financial Organization makes available to You. BNY and its affiliates shall not be responsible for the reliance by any person, including You, on any such information. The past investment performance of your Financial Organization is not a guarantee of future results.

6) Your Financial Organization, not BNY nor its affiliates, are responsible for determining the initial and ongoing appropriateness of all fees that may be charged to Your Account(s) ("Service Fees"). Neither BNY nor its affiliates mandate or determine the amount of fees that the Financial Organization may charge for management of Your Account(s).

**A. Introduction.** BNY Pershing supports sweep options for Financial Organizations that automatically purchase, or sweep, the uninvested cash balance in your bank custody accounts into either certain Dreyfus money market mutual funds ("Money Funds") or into the BNY Mellon, N.A. Insured Deposit Sweep Account, an FDIC insured interest-bearing bank deposit account ("Bank Sweep Product") as selected by your Financial Organization. The sweep feature also automatically returns balances held in Money Funds or the Bank Sweep Product to your bank custody accounts when needed to cover purchases of securities, withdrawal requests and other debits. All swept balances from bank custody accounts are held in a Money Fund or in a deposit account at BNY entitled, "BNY Mellon, N.A. as Agent for its customers, acting for themselves or others." In some circumstances, your Financial Organization may have contractually negotiated a different sweep option or rate arrangement for Your Account(s).

**B. Confirmations.** A record of your balance swept into the Bank Sweep Product may be found on your bank custody account statement.

**C. Money Fund Risks.** Money Funds are securities that may increase or decrease in value. In general, Money Funds are designed and managed with the objective of preservation of capital and maintenance of liquidity, but unlike bank deposits, an investment in a Money Fund is not insured by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency, and there can be no assurance that such funds will be able to maintain a stable net asset value of \$1 per share. It is possible to lose money by investing in a Money Fund, including loss of principal. In addition, certain Money Funds may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors.

The prospectus of a Money Fund contains important information on the fund. For more complete information about the Money Funds available under the Program, contact your Financial Organization or view the Money Fund list on the Website.

**D. Bank Sweep Product Risks.** Customer funds in the Bank Sweep Product are held in interest-bearing bank deposit accounts in a structure that provides for FDIC insurance coverage on individual customer balances of up to \$250,000 at BNY. Any balance in excess of \$250,000 will not be eligible for FDIC insurance.

It is your responsibility to monitor your individual balance per eligible account type, as FDIC insurance coverage does not exceed \$250,000. If your balance exceeds \$250,000 per eligible account type, there is a risk that in the event of a bank failure, You will become an unsecured creditor of BNY to the extent that your deposits at BNY exceed \$250,000 per eligible account type. In addition, BNY is permitted to impose seven-day holds on withdrawal requests, which will temporary impact your access to those funds.

**E. Interest Rates.** You may earn interest on your Bank Sweep Product. Rates of interest vary over time and are typically based primarily on the then current market. As such, interest rates will be affected by prevailing economic and business conditions. Interest paid on cash balances will be calculated using the interest rates, calculation methodology, and compounding frequency set by BNY, which are subject to change from time to time by BNY in its sole discretion without prior notice. BNY does not have a duty to offer cash products with the highest rate available and may impose eligibility requirements at its discretion,

## III. Cash Sweep Program

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such as minimum account balances or overall relationship balances on certain cash products, meaning that not all such cash products may be available for Your Account. If You do not wish to receive interest on your cash balances, please contact your Financial Organization.

**Negative Interest Rates.** In response to certain extraordinary economic conditions, some foreign countries have implemented a negative interest rate policy to stabilize their economies. Under such a policy, a central bank charges banks a fee to hold reserves, and, as a result, the banks then charge depositors a fee to maintain their deposits. Historically, the U.S. has not adopted policies resulting in negative interest rates, and there is no indication that the Federal Reserve Board plans to adopt such a policy in the future. If, however, such a policy is adopted in the U.S., BNY may begin to charge fees to maintain deposits held through bank deposit sweep products, such as the Product. In such an event, a fee would be charged for maintaining your deposits at BNY through the Bank Sweep Product. Any fees related to negative interest rates would be applied to your Bank Sweep Product balance on a monthly basis for the duration of the negative interest rate period. If applicable, this fee would appear on your periodic Account statement.

**F. Benefits to BNY Pershing for the Cash Sweep Option and Bank Sweep Product.** BNY, Pershing and Pershing Advisor Solutions earn compensation on cash and sweep balances, including your money. BNY, Pershing and Pershing Advisor Solutions earn higher compensation on the Dreyfus Money Funds or the Bank Sweep Product versus others. In addition, if your Financial Organization is offering a managed account solution sponsored by BNY Mellon Investment Adviser, Inc. ("BNYMIA") determining the cash allocation of your portfolio or strategy, this will affect the amount of compensation BNY earns in the Product, and it is likely that the compensation will fluctuate over the life of the account. The amount of compensation earned by BNY will affect the interest rate paid on the Bank Sweep Product. BNY realizes an economic benefit from the use of your balances in the Deposit Accounts in its business operations (e.g., for lending). Please refer to the Disclosure Statement and Terms and Conditions of the Bank Sweep Product used in Your Account, if applicable, for more information.

**Benefits to Affiliates for the Cash Sweep Option.** BNY Pershing offers the Dreyfus Money Funds, which are managed by Dreyfus Cash Investment Strategies, a division of BNYMIA and distributed through Dreyfus Cash Solutions, a division of BNY Mellon Securities Corporation ("BNYMSC"). BNYMSC and BNYMIA are affiliates of BNY Pershing and BNYMSC receives compensation for delivering services to the Dreyfus Money Funds. BNY Pershing also offers the Bank Sweep Product that automatically deposits swept funds into BNY, an FDIC member insured depository institution. BNYMSC is a registered investment adviser and broker-dealer, and a subsidiary of BNYMIA. BNYMSC, BNYMIA, and BNY Mellon, N.A. are BNY companies. BNY is the corporate brand for The Bank of New York Mellon Corporation. BNYMSC earns fees (which may or may not be account-based) based on the amount of money in the Dreyfus Money Funds and Dreyfus Insured Deposits products. The disclosure document for the Bank Sweep Product contains important information about the Bank Sweep Product.

**G. Tax Information.** Interest earned on balances in the Bank Sweep Product is treated as ordinary interest in the year it is received and reported on the Form 1099-INT. Dividends earned

on balances in the Money Funds are treated as ordinary dividends in the year they are received and reported on Form 1099-DIV. Both Forms will be included in the Tax and Year- End Statement issued for Your Account(s). You should consult with your tax adviser about how the interest or the dividends earned in the Program affects You.

## IV. General Terms

**A. Trusted Contact Information.** If You provide Trusted Contact information, You agree that BNY or an Affiliated Service Provider may share nonpublic personal information, such as account information and balances, information regarding the purchase of a security or insurance product, and any other personally identifiable financial information provided by You or resulting from any transaction in Your Account, with your Trusted Contact. You understand that BNY and/or an Affiliated Service Provider may contact your Trusted Contact if there are questions/concerns about your whereabouts or health status (i.e., if BNY and/or an Affiliated Service Provider becomes concerned that You may no longer be able to handle your financial affairs) or in the event that BNY and/or an Affiliated Service Provider becomes concerned that You may be a victim of fraud or exploitation.

**B. Fees.** You understand that your Financial Organization may recommend that You purchase mutual funds or other investment products, and that BNY and its affiliates may receive servicing, distribution or other revenues from mutual funds (whether affiliated with BNY or not).

**D. Delivery of Communications.** Communications may be sent to You at your current postal or electronic mail ("email") address on file at BNY's office, as appropriate, or to another address You give BNY in writing. All communications, whether by mail, messenger, email or otherwise, shall be deemed as given to You personally whether You actually receive them or not.

**E. Portal Access Terms and Conditions.** You expressly agree and acknowledge that your use and any Authorized Users' use of the Portal is subject to the terms and conditions of use posted on the Portal or otherwise made available to You including, without limitation, any disclaimers of warranties and other notices. Such terms and conditions may be amended from time to time. Continued use of the Portal by You or any of your Authorized Users constitutes acceptance of the then-current terms and conditions.

We will provide a user ID and password for accessing the Portal. In order to maintain Your Account, you are required to confirm your user ID and password and confirm that you are able to access the Portal. You agree that You are solely responsible for: safeguarding and keeping confidential the password and user IDs that You and your Authorized Users use to access the Portal and any information that is retrieved from the Portal. You agree that You and your Authorized Users will only access the Portal from devices with industry standard anti-virus/anti-malware protection. You accept responsibility for all activities that occur under such user ID(s) or password(s).

You understand and agree that access to the internet and a valid email address is required to open Your Account and to access it through the Portal, and that you are responsible for notifying us of any change to your email address, which You can do through the Portal. You understand that we may also require a method of two-factor authentication to access the Portal, such as a mobile telephone or other device capable of receiving SMS messages or a device capable of running a multi-factor authentication

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application.

You agree to immediately notify your Financial Organization if: (i) Your passwords or user IDs are lost or stolen, or (ii) You become aware of any unauthorized use of the passwords, user IDs, or access to Your Accounts that may be related to your use of the Portal. Pershing is not liable for any loss or damage arising from any activity that occurs via the use of your password and/or user ID.

Use of this on-line service is at your sole risk. The Portal is provided on an "as is," "as available" basis and without warranties including, without limitation, those of merchantability, fitness for a particular purpose or non-infringement, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this Portal service. No BNY Affiliate, nor their respective members, officers, partners, directors, employees, representatives, agents, contractors, information providers or services, warrants timeliness, sequence, accuracy, completeness, reliability, or content of electronic information or that Portal service will be uninterrupted or error free. You agree that Pershing or your Financial Organization may send notices related to on-line activity in Your Account to the email address(es) that we have on record for electronic delivery purposes.

#### *Consent to Electronic Services and Delivery*

You agree to conduct business with respect to Your Account and any other BNY Account (collectively, "BNY Accounts") electronically. You consent to the use of electronic signatures in connection with all matters relating to BNY Accounts and agree that your use of an electronic signature to sign any document or agreement relating to BNY Accounts legally binds you in the same manner as if you had manually signed such document. You consent to the electronic delivery of all Account Communications, and you agree that this consent may be relied upon by any issuer or other third party from whom we receive Account Communications on your behalf or on behalf of whom we transmit Account Communications to You. Account Communications will be delivered to You through the Portal.

We will send you an email or digital notification when an Account Communication is available to be accessed on the Portal. The email or digital notification will provide you with a link to, or instructions for accessing the Account Communication on the Portal. Any email notification(s) will be sent to the email address(es) that we have on record for electronic delivery purposes. While Account Communications will be delivered through the Portal, we may also deliver Account Communications to you through other any other form or manner of electronic communications permitted under Applicable Law, including through email (including as an attachment to an email) and text messages, by providing a hyperlink to Communications in this Agreement, or by providing written or electronic notice that includes a hyperlink to or URL or website address for a website where the Communications can be viewed or downloaded. You acknowledge that the Account Communications to be delivered electronically will contain your personal financial information, and you consent to the delivery of such information by electronic means.

Account Communications will be made available in portable document format ("PDF") or HyperText Markup Language ("HTML") or other compatible formats. You affirm that You have installed a recent version of Adobe Acrobat Reader or other software application that enables You to view and print your

Account Communications. You may print or save a copy of any of the Account Communications at any time. Tax-related Account Communications will be available on the Portal for at least seven (7) years from the date they were first made available.

In the event of an electronic delivery notification failure as defined by us, we may discontinue electronic delivery and mail Your Account Communications in paper form until we determine that it is appropriate to resume electronic delivery of Account Communications. If You lose access to the Portal, You should contact your Financial Organization to have your access reinstated. You agree that Account Communications delivered electronically are deemed accepted, regardless of whether You access or view a particular Account Communication. You acknowledge that any Authorized Users for Your Account or any BNY Account are able to make changes to the electronic delivery settings for Your Account or any BNY Account, and You agree to accept responsibility for such changes.

You may request a paper copy of any Account Communication through the mail by contacting your Financial Organization, which may charge you a fee for the delivery of such Account Communication.

Notwithstanding your consent to electronic delivery of all Account Communications, we may, in our discretion, deliver any Account Communications to you through the mail, including by mailing You a document that includes a website or URL address for a Communication. We will also deliver Account Communications to you through the mail to the extent required by Applicable Law.

*Revocation of Consent.* Your consent to electronic delivery under this Agreement is effective until revoked by You. You may revoke your consent to electronic delivery and receive paper Account Communications by contacting your Financial Organization, which will receive such notice on behalf by us. Any revocation of consent to electronic delivery must be explicit, and any request to provide a paper copy of one or more Account Communications will not constitute a revocation of consent to electronic delivery.

**F. Scope and Transferability.** This Agreement covers all of the Account(s) You may open or reopen with BNY It also applies to BNY's successors, whether by merger, consolidation or otherwise, and their assigns. BNY's successors may transfer Your Account(s) to their respective successors and assigns. This agreement will be binding on your heirs, executors, administrators, successors, and assigns.

**G. Reliance on Financial Organization.** You authorize BNY or its Affiliated Service Provider to act on instructions received from your Financial Organization without any duty to inquire as to their accuracy or suitability, as specified in your Funds Transfer Agreement and this Agreement with BNY.

**H. No Professional Advice.** You acknowledge that neither BNY nor its Affiliated Service Provider will provide You with investment, legal, tax or accounting advice, and that their employees are not authorized to give any such advice. You agree not to solicit or rely upon any such advice from BNY, or its Affiliated Service Provider or their employees, whether in connection with transactions in or for any of Your Account(s) or otherwise. In making investment, legal, tax, or accounting decisions with respect to transactions in or for Your Account(s) or any other matter, You will consult with and rely upon your own Financial Organization and not BNY nor its Affiliated Service Providers, neither of whom shall be liable for any such advice or

# Terms and Conditions

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decisions.

**I. Force Majeure.** BNY shall not be liable for any delay or failure to perform its obligations under this Agreement, or loss caused, directly or indirectly, to the extent resulting from any circumstances beyond its reasonable control including, without limitation, pandemics, riots, sabotage, insurrection, fires, flood, storm, explosions, earthquakes, failures or fluctuations in electrical power or telecommunications systems, Internet failure, acts of God or nature, war both declared and undeclared, government action, or acts of terrorism.

**J. Capacity to Enter into Agreement.** You represent that You are of full legal age and, unless disclosed to BNY, that You are not employed by any broker-dealer firm or any entity that regulates a broker-dealer firm including, but not limited to, FINRA or any stock exchange.

**K. Proxies and Corporate Mailings.** Unless You indicated otherwise in the Agreement, BNY or its Affiliated Service Provider will direct all proxies and corporate mailings (including corporate action notifications) to your Financial Organization. BNY understands that your Financial Organization has agreed to vote (or act on) corporate mailings subject to your consent. But unless You agree otherwise, your Financial Organization will not be authorized to take action or render any advice involving litigation or prospective litigation (including class action) or bankruptcies regarding securities or other investments held in Your Account(s), or of their issuers. You should take any litigation, prospective litigation and bankruptcies into consideration, obtain advice if You believe it is appropriate, and respond as required.

You or your Financial Organization may instruct BNY or its Affiliated Service Provider to direct proxies and corporate mailings to You by sending us separate written directions.

**L. Joint Accounts.** BNY treats a deceased account owner's tenants in common ("TIC") interest or Community Property ("CP") interest as being equal to the value of all other TIC or CP account holders. For TIC or CP accounts, BNY treats the estate as the designated beneficiary for a deceased account owner's interest in a TIC account. For Usufruct accounts, BNY does not permit beneficiary designations. The Usufruct account is transferred in accordance with the Louisiana laws of intestacy or applicable last will and testament. For all joint accounts (other than a TIC, CP, or Usufruct account), BNY treats joint account(s) as held jointly with rights of survivorship (payable at death to the surviving joint tenant(s)). Joint Tenancy with Right of Survivorship account characterization is not available to Louisiana residents.

Each joint account holder hereby irrevocably appoints the other as attorney-in-fact to take actions on his or her behalf and to represent him or her in connection with this Agreement or any action regarding a joint account. BNY may act on the instructions of any individual joint account holder without notice to the other joint account holder (even if such instruction directs an investment or payment involving the entire joint account balance). Additionally, BNY may send Account Communications to any joint account holder, without notice to the other joint account holder(s). Moreover, each joint account holder agrees that BNY may treat each joint account holder as having full authority over the entire joint account, including the authority to: buy, sell (as well as conduct short sales) and deal in Securities, Commodities or other Property, on margin or otherwise; receive demands, notices or Account Communications; receive and dispose of Securities, Commodities or other Property; as well as

make, terminate or modify agreements relating to any of these matters, or the waiving of any of their provisions.

For the avoidance of doubt, BNY is authorized to deliver to any joint account holder, or to another third-party as instructed by any joint account holder, any Securities, Commodities or other Property in the joint account; as well as pay to any joint account holder, or to another third-party as directed by any joint account holder, any or all monies in the joint account at any time, or from time to time as he or she may direct, even if those deliveries and/or payments shall be made to him or her personally and not for the joint account. BNY shall be under no obligation to inquire into the purpose or propriety of any such demand or instruction from a joint account holder (or any such demand or instruction from a duly authorized legal representative of a joint account holder such as a court appointed guardian, court appointed conservator, or agent under a power of attorney). However, in BNY's discretion, BNY may require all joint account holders to sign any document or to furnish written instructions with respect to any action.

Each joint account holder is liable, jointly and severally, for any amounts due to BNY under this Agreement, whether incurred by either or all joint account holder(s). Each joint account holder further agrees jointly and individually that all property BNY may be holding for any one or more of the joint account holder(s) shall be subject to a lien in BNY's favor for the discharge of any joint account obligations. Any lien shall be in addition to and not in place of BNY's other rights and remedies.

Each joint account holder further agrees that if any joint account holder dies, the surviving joint account holder(s) shall immediately give BNY written notice of the joint account holder's death. BNY may, before or after receiving such notice, require that BNY be furnished with: the deceased account holder's death certificate; evidence of a duly appointed legal representative for the decedent's estate; as well as inheritance or estate tax waivers. BNY may also retain portions of and/or restrict transactions in the account as BNY deems advisable to protect BNY against any tax, liability, penalty, or loss under any present or future laws or otherwise.

The decedent's estate shall be liable, and each surviving joint account holder shall continue to be jointly and severally liable to BNY for any net debit balance or loss in the account that results from the completion of transactions initiated before BNY received written notice of the decedent's death or incurred in liquidating the account. Moreover, any taxes, costs, expenses or other charges that become a lien against or are payable out of the account as a result of the decedent's death, or through the exercise by his or her estate's legal representative over any rights in the account, shall be deducted from the interest of the estate of such decedent. This provision shall not release the decedent's estate from the liability provided above.

**M. Mutual Fund Transactions.** You may be charged a transaction fee when purchasing and selling mutual fund shares within Your Account(s). Mutual fund shares can be purchased and sold directly from a fund without paying transaction fees.

**N. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Applicable Law or public policy, all other terms and provisions shall remain in full force and effect.

**O. Captions.** All paragraph headings in this Agreement are solely for convenience and do not affect the meaning or interpretation of

# Terms and Conditions

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this Agreement.

**P. Recording Conversations.** You agree that for quality control, dispute resolution or other business purposes, BNY may electronically record any telephone conversations conducted between You and BNY employees.

**Q. Entire Agreement.** This Agreement represents the entire agreement between You and BNY with respect to the matters contemplated herein and supersedes all prior agreements. Electronic signatures have the same legal effect, validity, or enforceability as a manually executed signature or physical delivery thereof, to the extent and as provided for in any Applicable Law.

**R. Termination.** You agree that BNY has the right to terminate this Agreement at any time by notice to You and to disburse assets to You to your address of record. The provisions of this Agreement regarding limitations of liability and confidentiality/privacy will survive the termination of your Agreement. Termination of this Agreement will not affect: a) the validity of any action previously taken by BNY under this Agreement; b) liabilities or obligations of You or BNY from transactions initiated before termination of this Agreement; or c) your obligation to pay BNY's fees (pro rated through the date of termination).

(a) Upon BNY's receipt of notice of your termination of Financial Organization authority with respect to Your Accounts, or notice from Financial Organization that it has terminated its agreement with You: (i) BNY will not be obligated to follow Financial Organization instructions or otherwise honor Financial Organization authorization with respect to Your Account(s); and (ii) BNY will not be obligated to send or otherwise make available to Financial Organization any further information with respect to Your Accounts.

(b) Providing that termination of this Agreement does not occur due to voluntary or causal withdrawal of Financial Organization registration with the SEC or any applicable state, BNY shall continue to follow instructions of Financial Organization until its receipt of the written notification to the contrary as required herein. Neither BNY or Pershing shall have responsibility to provide services to Your Accounts after termination of any Financial Organization authority by You nor shall either BNY or Pershing have any responsibility for any Loss in Your Account after the termination of Financial Organization authority.

(c) Upon termination of the agreement between your Financial Organization and BNY, your agreement with your Financial Organization, or automatic termination of this Agreement, it is understood and agreed that You are responsible for Your own Accounts. After termination, You will only be allowed to liquidate and/or transfer Property in Your Account. Neither BNY nor Pershing will be responsible for advising You for suitability of liquidations or transfers. BNY, in its sole and absolute discretion, may require, upon prior written notice, You to close Your Accounts, or transfer your assets, subject to Applicable Law.

**S. Amendment or Waiver.** You agree BNY may amend or modify this Agreement at any time. The current version of these Terms and Conditions will be posted on <https://www.bny.com/pershing/us/en/disclosures.html>, and You understand that your continued Account activity or the act of not closing Your Account after such modification constitutes your acceptance to be bound by all modifications to this Agreement.

**T. Governing Law.** The laws of the State of New York shall govern this Agreement and its enforcement, without giving effect to the principles of conflicts of law.

**U. Privacy.** BNY does not sell information about current or former clients to third parties, nor does it disclose information to third parties unless it is necessary to process a transaction, maintain Your Account(s), is otherwise permitted or required by law or as is otherwise permitted in this Agreement. BNY may share non-public personal information ("NPPI") with third parties affiliated with either your Financial Organization or BNY NPPI includes, but is not limited to: financial account information and balances, information regarding the purchase of a security or insurance product, and any other personally identifiable financial information: (i) provided by You to BNY; (ii) resulting from any transaction in Your Account or any service performed on your behalf by BNY; or (iii) otherwise obtained from You by BNY may also share Your Account(s) information with third parties hired by your Financial Organization or BNY to provide account management services.

**Credit Facility Policies Disclosure.** If You apply for, request or establish a Credit Facility or Deposit Account with BNY Mellon, N.A. the following additional terms and conditions regarding your privacy will apply:

1) You authorize (a) BNY, Pershing Advisor Solutions and Pershing to discuss and share any and all of your personal information held in their books, records or systems, including creditworthiness, with respect to your relationship with each affiliate ("Information") without limitation and (b) your Financial Organization to discuss and share any and all of your Information with BNY without limitation. BNY does not and will not collect or retain information outside of information collected in its normal course of business including, but not limited to, tax records, income information and outside asset holdings that may be used by BNY.

2) You grant to your Financial Organization the right to request and receive any and all information pertaining to any Deposit Account and/ or Credit Facility at BNY including, but not limited to, the right to request information on all Credit Facility activity, borrowing and usage information, payment history, rate and modification information and copies of Credit Facility statements. This authorization is in addition to and in no way limits or restricts, any rights that the Financial Organization may have under any other agreement(s) between You and the Financial Organization, You and BNY or the Financial Organization and BNY. The authorization contained in this Agreement is a continuing one and shall remain in full force and effect until revoked by You in writing.

3) You or BNY may terminate subparagraphs 1 and 2 of this Paragraph U at any time by providing written notice to the other. If You terminate these provisions, BNY may require repayment in full of any outstanding indebtedness and may terminate any outstanding Credit Facility. All notices sent shall be directed to You at your address of record as specified in this Agreement and if to BNY: BNY Mellon, N.A., 500 Ross Street, Suite 655, Pittsburgh, PA 15262.

BNY and Pershing maintain physical, electronic, and procedural safeguards to protect your personal information. Within BNY and Pershing, access to this information is limited to only those employees of BNY and Pershing who need to know it in order to perform their job functions. All BNY and Pershing employees are required to keep all client information strictly confidential.



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For additional information about the BNY Privacy Policy, please review the disclosures on our website at [www.bny.com/corporate/global/en.html](http://www.bny.com/corporate/global/en.html).

**V. Prohibition Against Unlawful Internet Gambling.** In accordance with the Unlawful Internet Gambling Enforcement Act of 2006 (the "Act"), transactions associated with unlawful internet gambling are prohibited. The Act prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Accordingly, You must not initiate or receive wire transfers, checks, drafts or other debit/credit transactions that are restricted by the Act.

**W. Dispute Resolution.** The parties hereto consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. The parties hereto each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

**X. Special Note for Non-U.S. Accounts.** With respect to assets custodied by BNY on your behalf, You acknowledge that income, capital gains or distributions from this Account may be taxable in your home jurisdiction. You acknowledge to BNY that You are responsible for obtaining your own tax advice.

**Y. Trading Authorization.** Your Financial Organization is authorized to buy and sell equities, bonds, option contracts, and any other related securities, including selecting a money fund or bank deposit product as a sweep option in Your Account, and/or contracts, in accordance with this Agreement and the policies of BNY. For all purchases and sales, BNY is authorized to follow all your Financial Organization's instructions. Except as herein otherwise provided, Financial Organization is authorized to act on your behalf in the same manner and with the same force and effect as You might or could do with respect to such purchases and sales, as well as with respect to all other things necessary or incidental thereto including the changing of your sweep instruction, which may include changes between money market funds and bank deposit products, voting of proxies or effectuating tenders, exchanges, or redemptions, or other similar actions (or acting on corporate mailings) with respect to securities held in Your Account, except as previously provided to the Financial Organization. However, the Financial Organization will not be obligated to take action or render any advice involving legal action, on behalf of BNY, with respect to Securities, Commodities

and other Property held in Your Account, or the issuers thereof, which become the subject of legal notices or proceedings, including bankruptcies.

You also authorize the Financial Organization in its discretion to aggregate purchases and sales of securities for Your Account with those of the same issuer for other clients occurring on the same day. When transactions are aggregated in this way, all participating clients of your Financial Organization will be deemed to have purchased or sold their proportionate shares at the average transaction price.

If this Agreement is entered into by a trustee or other fiduciary, including someone meeting the definition of fiduciary under the Employee Retirement Income Security Act of 1974 ("ERISA") or an employee benefit plan subject to ERISA, the fiduciary warrants that the execution of this Trading Authorization is permitted by the plan's relevant governing instrument, and that the fiduciary is duly authorized to enter into this Agreement. The fiduciary agrees to furnish relevant plan documents to BNY or the Financial Organization on request. The fiduciary agrees to advise them of any event that might affect this authority or the validity of this Agreement. The fiduciary also warrants (i) that your governing instruments provide that an "investment manager" (as defined in ERISA) may be appointed, and (ii) that the person executing and delivering this Agreement is a "named fiduciary" (as defined in ERISA) who has the power under the plan to appoint an investment manager. The Financial Organization is that investment manager.

**Z. Assignment.** This Agreement may not be assigned by either party except that: (i) BNY will provide You with at least thirty (30) days prior written notice of an intended assignment and your failure to object in writing will be treated as appropriate consent to such assignment; and (ii) BNY may assign this Agreement to an affiliate without your consent.

**AA. Tax Reporting.** Your Financial Organization hereby authorizes BNY to employ any procedures for tax reporting, withholding and depositing purposes applicable to your taxable (nonretirement and noneducation savings) accounts and your retirement and education savings accounts permitted under Applicable Law to achieve compliance with U.S. federal, U.S. state, and local tax law, Commonwealth of Puerto Rico tax law and the provisions of income tax treaties or conventions between the U.S. and any foreign country (excluding any intergovernmental agreement between the U.S. and any foreign country ("IGA"), as that term is defined in Chapter 4 of the Internal Revenue Code of 1986 as amended, or local jurisdictional law, rules or regulations promulgated pursuant to any IGA).