# NEW ACCOUNT CHECKLIST

## DOCUMENTS REQUIRED TO OPEN YOUR ACCOUNT

- ☐ Certification Regarding Beneficial Owners
- ☐ Custody Agreement
- ☐ Account Profile
- ☐ IRS W-9 (Need Title of Individual Signing)
  *Check appropriate box for your status i.e.: individual, corporate etc. (check the 'exempt payee' box if applicable)*
- ☐ Mutual Fund Disclosure Statement
- ☐ Funds Transfer Authorization (Must be completed to disburse cash from account)
- ☐ Repetitive Funds Transfer (To be used for Fed Wire disbursements) OR Periodic Disbursement Request (To be used for ACH Wires or Checks)
- ☐ Online Trust & Custody (OTC) User Enrollment Application
  *Each individual requesting OTC access must complete this form.*
- ☐ UIGEA Disclosure
- ☐ List of Authorized Signer(s) with Specimen Signature(s)[1]
  [1] *For Legal Entities: Please submit a Corporate Resolution or Board Meeting Minutes certified by Corporate Secretary with seal. Corporate Resolution must specify who is authorized to sign agreements on behalf of the company.*
- ☐ Confirmation of Securities Transactions

## FOR YOUR REFERENCE ONLY

- Form E125
  *Complete one Form E125 for **EACH** Eligible Security (see Custody Agreement Appendix A) that will fund your account.*
- Union Bank Team Contact
- Master Funds Transfer Agreement and Security Procedures (Trust)
- Union Bank Securities and Cash Delivery Instructions

IMPORTANT NOTES:

**When returning account documents to MUFG Union Bank via email, consider the protection of your sensitive information. If available, please password protect any attachments and provide the password or key to MUFG Union Bank in a separate email.**

**If more than ninety days have passed since you first received this New Account Package, please contact your Business Development Officer or Relationship Manager for current forms.**

© MUFG Union Bank, N.A. (2018-03-05)

# CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS

## I. GENERAL INSTRUCTIONS

### What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any other similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### What information do I have to provide?

This form requires you to provide the name, date of birth, address, and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the **beneficial owners**):

(i) Under the Ownership Prong, each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**

(ii) Under the Control Prong, a single individual (natural person) with significant responsibility to control, manage or direct a legal entity customer, including an executive officer or senior manager or any other individual who regularly performs similar functions. (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

**NOTE:** The following legal entity customers are only subject to the Control Prong of the beneficial ownership requirement, either because ownership interests tend to fluctuate or because they do not exist:

- A Pooled Investment Vehicle that is operated or advised by a financial institution that is *not* an Excluded Legal Entity (such as non-U.S. managed mutual funds, hedge funds and private equity funds); and
- Any legal entity that is established as a nonprofit corporation or similar entity (including a charitable, nonprofit, not-for-profit, nonstock, public benefit or similar corporation) and has filed its organizational documents with the appropriate State authority as necessary.

## II. CERTIFICATION OF BENEFICIAL OWNER(S)

**Persons opening an account on behalf of a legal entity must provide the following information:**

*1. Name and Address of Legal Entity for Which the Account is Being Opened:*

_____

*2. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above;*

***and***

*the following information for one individual with significant responsibility for managing the legal entity listed above, such as:*

- *An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or*
- *Any other individual who regularly performs similar functions.*

*(**Note:** If appropriate, an individual can be identified as both an "owner" and "control party").*

*If there are no owners which own 25% or more of the equity interest of the legal entity listed above, please check here:* ☐

| **Owner/Control Party**: Check the appropriate box(es) | **Name/Title**[2] | **Date of Birth** | **Address (Residential or Business Street)** | **For U.S. Persons:** Social Security Number | **For Foreign Persons:** Passport Number and Country of Issuance, or other similar identification number[1] |
|---|---|---|---|---|---|
| ☐ Owner<br>☐ Control Party | | | | | |
| ☐ Owner<br>☐ Control Party | | | | | |
| ☐ Owner<br>☐ Control Party | | | | | |
| ☐ Owner<br>☐ Control Party | | | | | |
| ☐ Owner<br>☐ Control Party | | | | | |

**I, _____ *(name of person opening account)*, hereby certify, to the best of my knowledge, that the information provided above is complete and correct.**

Signature: _____ Date: _____

Title: _____

1 – In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

2 – For Owner, please provide the Name of the owner. For Control Party, please provide Name and Title of one control party.

## III. CERTIFICATION OF EXEMPTION FROM BENEFICIAL OWNER(S) INFORMATION COLLECTION

**The following account types do not require completion of Section II of this Certification Form. Instead, Section III (Certification of Exemption) should be completed:**

a. Federally Regulated Financial Institution or State Regulated Bank & Insurance Company
b. Company, Exchange, Clearing Agency, Investment Advisor, or any other entity registered with the SEC or CFTC (excludes unregistered hedge funds)
c. Publicly-Held Company Traded on Major U.S. Exchanges (or any majority-owned domestic subsidiary thereof)
d. Domestic Government Agency and Instrumentality
e. Non-U.S. Governmental department, agency or political subdivision that engages only in governmental, rather than commercial activities
f. Public Accounting Firm (per the Sarbanes-Oxley Act)
g. Personal Trust

**NOTE:** If an account is exempt, then Section III shall be completed in lieu of Section II. Client signature is not required for exemption in Section III but is subject to back office verification and may be returned for client signature if exemption status cannot be verified.

**Persons opening an account on behalf of any of the above account types shall provide the following information:**

*1. Name and Address of Legal Entity for Which the Account is Being Opened:*

_____

*2. The type of exempt account that will be opened (check only one):*

- ☐ Federally Regulated Financial Institution or State Regulated Banks & Insurance Company
- ☐ Company, Exchange, Clearing Agency, Investment Advisor, or any other entity registered with the SEC or CFTC (excludes unregistered hedge funds)
- ☐ Publicly-Held Company Traded on Major U.S. Exchanges (or any majority-owned domestic subsidiary thereof)
- ☐ Domestic Government Agency and Instrumentality
- ☐ Non-U.S. Governmental department, agency or political subdivision that engages only in governmental, rather than commercial activities
- ☐ Public Accounting Firm (per the Sarbanes-Oxley Act)
- ☐ Personal Trust

**BANK INTERNAL USE ONLY**

Exemption verified by:

_____ Date _____
(Print name and employee ID)

**Financial Affairs Division**
**Arizona Department of Insurance**
100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630
Phone: (602) 364-3986
Web: https://insurance.az.gov

**DEPOSIT TYPE:** _____

Reset

**MUFG UNION BANK, NATIONAL ASSOCIATION**
**AS CUSTODIAN FOR ARIZONA STATE TREASURER**
**AND ARIZONA DEPARTMENT OF INSURANCE**

# CUSTODY AGREEMENT

This Custody Agreement (the "Agreement"), made as of this _____ day of _____, 20_____, among **MUFG UNION BANK, NATIONAL ASSOCIATION**, in its capacity as custodian, hereinafter called "Institution", the Arizona State Treasurer, hereinafter called "State Treasurer", the Arizona Department of Insurance, hereinafter called "State Agency", and _____ (NAIC/AZ No. _____) hereinafter called "Company", wherein the Institution shall perform safekeeping duties and provide services as described in this Agreement with respect to Eligible Securities and other property held hereunder.

## Recitals

A. In accordance with Arizona Revised Statutes or pursuant to a Security Deposit Agreement between the State Treasurer, State Agency and Company, Company is required to deliver and maintain a deposit to transact business in the State of Arizona.

B. Failure of Company to maintain the required deposit may result in regulatory action against Company by State Agency.

C. Institution desires to provide custodial services with regard to the deposit.

D. Institution, State Treasurer, State Agency and Company desire to enter into the following agreement for the provision of custodial services.

## Terms

1. *Definitions*

1.1 Account. The custodial account established by Institution for Company to maintain the deposit required by the State Agency.

1.2 Account Value. At any given time, the sum of the lesser of the market value, par value or amortized value of each Eligible Security held in the Account.

1.3 Deficient Account Value. Any time Company's Account Value falls below Minimum Account Balance.

1.4 Deficient Account Value Notice. Written notice of the existence of a Deficient Account Value in Company's Account as of the close of business on any business day, provided by Institution by facsimile or electronic mail to Company and State Agency by no later than 10:00 a.m. MST on the next business day. Unless otherwise instructed by State Agency, notice of an existing Deficient Account Value to be provided by Institution daily until cured.

1.5 Eligible Securities. Securities qualified by statute, rule, order or other determination of the State Agency as specifically set forth in Appendix A as may be amended by State Agency from time to time upon 30 days written notice to Institution and Company.

1.6 Minimum Account Balance. A specific Account Value set by the State Agency which shall at a minimum be equal to the amount of deposit required under Arizona law, and which Company is required to continuously maintain in the Account. The initial Minimum Account Balance for the Account shall be $_____. The Minimum Account Balance may be amended by the State Agency at any time.

1.7 MAB Change Notice. Written notice of a change in the Minimum Account Balance provided by State Agency to Institution and Company.

2. *Deposit by Company*

2.1 Delivery and Maintenance of Deposit. Company agrees to deliver and continuously maintain in the Account Eligible Securities that qualify under Appendix A and maintain an Account Value at least equal to the Minimum Account Balance specified by the State Agency from time to time in accordance with the terms of this Agreement.

2.2 Exchanges of Eligible Securities. Company may exchange Eligible Securities in the Account from time to time so long as the Account Value, after giving effect to the exchange, is at least equal to the Minimum Account Balance.

2.3 Maturities. In order to avoid a Deficient Account Value, prior to the maturity date of any Eligible Security, Company agrees to deliver to Institution replacement Eligible Securities or written instructions authorizing Institution to purchase other Eligible Securities on the maturity date.

2.4 Excess Deposit. In the event the Account Value exceeds the Minimum Account Balance, Company may withdraw securities or receive distributions from the Account so long as the Account Value, after the withdrawals or distributions, is at least equal to the Minimum Account Balance.

2.5 Deficient Deposit. Company shall not receive any distributions from Account while it has a Deficient Account Value including but not limited to distributions from any Eligible Securities, income, interest, proceeds, cash balances or other property in the Account. Company may continue to make even exchanges of Eligible Securities. Upon receipt of a Deficient Account Value Notice, Company shall deliver to Institution Eligible Securities so that the Account Value is at least equal to the Minimum Account Balance.

3. *Monitoring of Minimum Account Balance by Institution*

3.1 Monitoring and Deficient Account Value Notices. Institution shall monitor the Account Value for Compliance with the Minimum Account Balance, and issue Deficient Account Value Notices in accordance with Section 1.4 hereof.

3.2 No Releases from Account. Unless otherwise instructed by State Agency, in the event Company's Account has a Deficient Account Value, Institution will not distribute any Eligible Securities, income interest, proceeds, cash balances or other property to Company and will hold all income, interest and cash balances, net of Institution's fees. Company may continue to make even exchanges of Eligible Securities.

3.3 Maturity Notices. Institution shall provide Company a minimum of three written notices, by facsimile or electronic mail, prior to the maturity date of an Eligible Security, at such times as agreed upon by State Agency and Institution.

3.4 Excess Deposit. In the event the Account Value exceeds the Minimum Account Balance, Institution shall permit Company to withdraw securities or receive distributions from the Account in accordance with the conditions of Sections 2, 3 and 18 hereof.

3.5 Intraday Value of Account. Institution shall not be responsible for the failure of the Account Value to be at least equal to the Minimum Account Balance solely due to changes in the market value or amortized value of deposited securities during any given business day. However, this provision does not relieve Institution from its obligations pursuant to Sections 3.1 and 3.2 hereof.

3.6 Confirmation of Account Value by Institution. Upon receipt of a MAB Change Notice, Institution shall, by close of business of same day, send by facsimile or electronic mail, confirmation to the State Agency and the Company that Account Value equals or exceeds the new Minimum Account Balance or issue a Deficient Account Value Notice.

4. *Custodial Services*

4.1 Unless otherwise agreed to by State Agency, Institution shall open Accounts within two business days following receipt of all necessary Account opening documentation. Institution shall accept for deposit into the Account only Eligible Securities. Institution shall safe keep all property delivered to it, shall identify such property on its books and records as held in trust for the State Treasurer, shall receive the income attributable thereto, and shall hold, invest, disburse or otherwise dispose of such income and principal, or its proceeds, pursuant to the provisions of this Agreement. Workers' compensation deposits shall be held for the State Treasurer in trust for the fulfillment of the Company's obligations under the Arizona Workers' Compensation Laws and shall be indentified and classified in Institution's automated and paper records in a manner which readily distinguishes Eligible Securities held for workers' compensation from all other Eligible Securities deposited by Company.

4.2 All book-entry securities shall be identified in the Institution's automated and paper records as such. Access to perform safekeeping duties and provide services under this Agreement shall be restricted to authorized Institution personnel assigned to this relationship.

4.3 Institution shall identify the full name of Company or an abbreviation of Company name that is acceptable to the State Agency, in its automated and paper records for Company's account information and shall not change or modify Company name within its records without prior written approval from the State Agency. The Institution shall refer any written or verbal instruction that it receives from Company to change or modify Company's name to the State Agency for authorization prior to making any change or modification.

5. *Responsibility for Assets*

Institution shall be responsible for losses of or damage to the securities or other property under its care, custody and control or under the care, custody and control of its nominee, its agents or a depository selected by it, including but not limited to any loss of or damage to securities occasioned by the negligence or dishonesty of any officers or employees of Institution, nominee, agents or depository, or burglary, robbery, holdup, theft or mysterious disappearance, including loss by damage or destruction. In the event of loss of or damage to the securities under the care, custody and control of Institution or its nominee, a depository or other agent of Institution, Institution shall, upon demand by Company, promptly replace such securities with like kind and quality, together with all rights and privileges pertaining to such securities, or, if acceptable to Company, deliver cash to the custodial account equal to the then fair market value of the securities. Under no circumstances, however, shall Institution be liable for consequential damages under this Agreement for causes beyond its control, which causes shall be war, insurrection, nuclear fission or fusion, radioactivity, seismic activity, earth movement, volcanism, flood, windstorm, hurricane, tornado or lightning.

6. *Examination by Supervisory Authorities*

Institution agrees that at any time upon demand of an examiner contracted or employed by the State Agency, Institution will prepare and deliver to such examiner a written verification of all securities and other property held in the Account by Institution as custodian for Company, including such securities which have been deposited by Institution with a Depository (as hereinafter defined), and such verification shall be signed by an officer of Institution.

7. *Investment Services*

7.1 Institution shall have no responsibility to and shall not initiate any investment, reinvestment or divestment of the property held by it under this Agreement, without direction from Company, except as otherwise provided in this Agreement. Any charges by the Institution with respect to investment services shall be at the prices listed in Appendix B.

7.2 Institution may disburse interest coupon payments, principal paydowns, cash from maturities on securities in its custody, or any other income or proceeds received by it on securities held in Account in accordance with Section 3 hereof.

7.3 All sales, purchases, exchanges or other transactions respecting securities or other property which may be made by Institution for the account of Company shall be made only pursuant to instructions from Company or Company's designated representative, and in accordance with the conditions set forth in this Agreement. In the absence of such instructions, Institution shall have no responsibility for the investment or reinvestment of such property nor liability for any omission to act in the absence of instructions.

7.4 If an acquisition initiated by Company results in a debit balance at settlement of such transaction, Institution shall be entitled to charge interest on such debit balance.

7.5 Company, and not Institution, shall be responsible for all money, securities and/or other property delivered to any broker or other person specified by Company in such manner as Company may direct.

7.6 Institution's duties hereunder shall continue until such time as this Agreement is terminated or until such time as such duties shall be amended in writing as agreed to by the Company, State Treasurer, State Agency, and Institution.

8. *Capital Changes*

It shall be the responsibility of Company to furnish Institution with notification of the declaration, record and payment dates of any dividends or other distributions and of any calls or other capital changes or of information requiring special action concerning each of the securities subject to this Agreement whenever such information is not readily available from reporting services or publications generally accepted and utilized by the securities industry. No knowledge of the above described securities information shall be imputed to the Institution prior to the time it assumed custodial responsibility for any security.

9. *Depository*

Institution may utilize the services of the Federal Reserve Institution or any depository (hereinafter called "Depository"), which is now or hereinafter approved by the Director of the State Agency for the purpose of book-entry deposit and maintenance in Depository of all securities eligible under applicable laws, regulation, and rulings except as limited by written instructions from Company or the State Agency to Institution. Institution may authorize Depository to hold the deposited securities, to receive the income and principal becoming due thereon, to surrender for payment maturing obligations and those called for redemption and to disburse and/or otherwise dispose of said deposited securities and the income thereof upon and pursuant to a written order by Company and to the extent permitted by the terms of this Agreement. Any income received from the surrender of coupons for payment will be credited as directed by Company to the extent permitted by the terms of this Agreement. A Federal Reserve Bank may be used to hold securities of federal agencies that are available only through the Book Entry System of said Federal Reserve Bank.

10. *Nominee Authorized*

Institution is directed to transfer into the name of nominees selected by it, all registered securities from time to time held under this Agreement. Institution shall issue written notice to the State Agency of any transfer of registered securities into the name of Institution’s nominee. Institution shall be responsible for the acts of its nominee with respect to such securities. To effect the transfer of registered securities into the name of Institution's nominee, to facilitate the collection of any payment thereon and to effect any other action in relation thereto or in order to meet any requirement thereof, Company authorizes Institution to execute in Company's name, and to deliver, any instrument determined by Institution to be appropriate in furtherance of the purposes hereof, and to guarantee in Institution's name as the signature of Company any signature so placed on such instrument. Institution will not permit book entry securities or securities issued or issuable in bearer form to be transferred to a Depository without having received prior written approval from the State Agency. Securities issued or issuable in bearer form which are held by Institution or transferred to a Depository shall be maintained in bearer form and not registered in the name of Institution's nominee or the Depository's nominee unless at the specific written request of Company.

11. *Directions to Institution*

All directions to the Institution from the State Treasurer, State Agency or Company shall be in writing and signed by the designated representatives of Company or the authorized personnel of the State Treasurer or State Agency, as appropriate. Notwithstanding Section 23 hereunder and unless Institution is otherwise notified by the State Agency, directions from Company, State Treasurer or State Agency relating to account transactions may be transmitted to the Institution by facsimile or electronic mail and will be deemed received upon telephonic confirmation of receipt by the Institution if facsimile or upon sending if electronic mail. Institution shall not be required to comply with any direction, which in its judgment may subject it to liability or expense, or to prosecute or defend any action, unless indemnified in manner and amount satisfactory to it.

12. *Proxies*

Institution shall not vote proxies. All proxies shall be forwarded to Company.

13. *Statements and Reports*

Institution shall furnish periodic statements in a form acceptable to the State Agency and State Treasurer for all accounts and shall deliver the same to Company or to any representative designated by Company. Institution shall furnish monthly reports (holdings, transactions, and account balance change) in a form acceptable to the State Agency and the State Treasurer within 5 working days following each month end, which itemize all account activity with detailed descriptions and classifications of Eligible Securities and other property held hereunder. On the first day of each month, Institution shall provide the State Agency with a list of Accounts that have Eligible Securities due to mature during the month and an asset rating report in forms acceptable to the State Agency. On a weekly basis, Institution shall provide the State Agency with an Account characteristics report in a form acceptable to the State Agency. On a daily basis, Institution shall provide the State Agency with an Account value report in a form acceptable to the State Agency.

14. *Electronic Data System*

Institution shall provide secure Internet access to the State Treasurer, State Agency and Company that is compatible with the data systems of each to receive daily updated information regarding Eligible Securities and other property currently held in Company's Account, and at least 18 months of historical data including any changes in Eligible Securities and other property held pursuant to this agreement. The electronic data system shall include read and print options in menus that enable query by Company name or Account number, and cusip numbers. The electronic data system shall be compatible to common spreadsheet and word processing software to enable the State Treasurer and the State Agency to download and utilize Company's current account data. The timeliness of information in the Institution's electronic data system shall be no less than transactions performed on the previous business day. At any time that Institution's electronic data system is unavailable to the State Agency, State Treasurer or Company for any reason, Institution shall deliver by facsimile transmission or electronic mail, a detailed report of all transactions performed upon Company Accounts for the business day when the data system was not available, by the close of the next business day, when so requested by the State Agency, State Treasurer or Company. In addition, Institution shall provide specific Account information requested by the State Agency, State Treasurer or Company by the close of the next business day by facsimile transmission, electronic mail or telephonically. Electronic and written notification provided by the Institution to the State Agency, State Treasurer or Company shall clearly specify the type(s) of services and transaction(s) completed, such as release or distribution, receipt or deposit, automatic sweeps of principal funds and income, or a principal funds pay down and shall include the cusip numbers of all affected securities.

15. *Termination of Agreement*

Upon termination and written direction from the State Treasurer, Institution shall transfer the property then held in the Account for Company and Institution shall effect transfer of securities deposited by it on behalf of Company with the Depository to the new custodian, along with all records pertaining to the securities (with a copy of the records to Company). Upon termination, Company shall pay all sums due Institution and shall indemnify Institution in the manner and amount satisfactory to it against all liability incurred in the performance of this Agreement.

16. *Compensation*

Except as hereafter provided, Institution shall be compensated for its services by Company in accordance with the charges set forth in Appendix B. All charges including but not limited to, brokers' commissions resulting from security transactions and all security settlements and deliveries shall be paid by Company. The compensation or expenses charged by Institution for the services rendered under this Agreement shall not be charged to the assets held under this Agreement. However, so long as the Minimum Account Balance is maintained, Institution shall have the right to reduce income generated from such assets for funds that Institution has advanced or for fees owed to the Institution in order to effect the purchase of securities in accordance with the directions of Company. Under no circumstances shall Institution have the right to reduce, offset or encumber such assets with out-of-pocket costs or expenses incurred by it in effecting the sale of securities in accordance with the directions of Company. Notwithstanding the foregoing, so long as the Minimum Account Balance is maintained, Institution may reduce income generated from such assets for out-of-pocket costs or expenses incurred by it in effecting the purchase or sale of securities in accordance with the direction of Company, upon written authorization of Company subsequent to receipt by Company of an invoice itemizing the specific out-of-pocket costs or expenses incurred by the Institution.

17. *Failure to Perform*

Institution agrees to perform its safekeeping duties and related services described in this Agreement in accordance with prescribed time frames. Failure to act upon Company's, or as applicable, the State Agency's, proper and complete instructions shall constitute a failure by Institution to perform in accordance with this Agreement. The State Agency shall report and document to the State Treasurer all incidents of Institution's failure to perform. The State Treasurer shall, upon recommendation and advisement from the State Agency, determine and impose remedial actions appropriate to the frequency and types of incidents reported by the State Agency. Remedial actions instructed by the State Treasurer to the Institution may include a refund or abatement of fees, out-of-pocket costs and expenses charged to Company by the Institution in the course of a transaction that constituted an incident of the Institution's failure to perform, and reimbursement of a monetary loss experienced and documented by Company as a direct result of an incident of Institution's failure to perform.

18. *Receivership or Similar Proceeding*

In the event the Institution receives notice from the State Agency, State Treasurer or the Company that Company is placed into receivership, liquidation, rehabilitation, supervision or similar proceedings, Institution will not distribute any Eligible Securities, income, interest, proceeds, cash balances or other property to Company and will hold all income, interest and cash balances, net of Institution's fees unless otherwise instructed by State Agency. Company may continue to make even exchanges of Eligible Securities.

19. *Citation Amendments*

Any amendment to or repeal of any statute, rule or form cited above occurring during the term of this Agreement is incorporated herein by this reference.

20. *Prohibition on Assignment*

Company, or any receiver, liquidator, rehabilitator, supervisor or any similar appointee, may not assign this Agreement or any Eligible Securities, distributions, income or other property held under this Agreement without the prior written consent of the State Agency.

21. *Designated Representatives*

Company may provide written notice of its designated representatives who are authorized to act on its behalf in all matters concerning assets to be held in its Account under this Agreement, in a manner acceptable to the Institution. Written notice shall be signed by an officer of Company who is duly authorized within its bylaws or an authorizing resolution of the board of directors of Company which has been certified by its corporate secretary and shall remain in effect until superseded by a subsequent written notice of designated representatives or by a written notice of termination for designations previously authorized. A designated representative may act in all matters and be responsible for the duties of Company under this Agreement.

22. *Cancellation*

This agreement is subject to cancellation at any time by the Governor pursuant to A.R.S. 38-511.

23. *Notices*

Except as otherwise provided herein, any notices required or permitted to be made hereunder shall be delivered personally or by facsimile or by overnight courier or mailed by certified or express mail, return receipt requested, or by electronic mail except for notice under Section 22 hereof to the following addresses and shall be deemed to have been received when delivered personally, upon telephonic confirmation of receipt of the facsimile, one business day after delivery to overnight courier, or three business days after mailing or upon sending if electronic mail:

If to Company: _____
_____
_____
_____
_____
Fax: _____
Email: _____

If to Institution: Boris Mackovic, Vice President
MUFG Union Bank, N.A.
Global Custody Services
350 California Street, 17th Floor
San Francisco, California 94104
Fax: (877) 833-8854
Email: boris.mackovic@unionbank.com

If to State Treasurer: Lorraine Jones, Deputy Treasurer - Operations
Office of the Arizona State Treasurer
1700 W. Washington
Phoenix, Arizona 85007
Fax: (602)-542-7176
Email: lorrainej@aztreasury.gov

If to State Agency: Cary W. Cook, Chief Financial Compliance Officer
Arizona Department of Insurance
100 N. 15th Ave., Suite 261,
Phoenix, AZ 85007-2630
Fax: (602) 364-3989
Email: ccook@azinsurance.gov

**MUFG UNION BANK, NATIONAL ASSOCIATION**
**AS CUSTODIAN FOR ARIZONA STATE TREASURER**
**AND ARIZONA DEPARTMENT OF INSURANCE**

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the date first written above.

**COMPANY**

By: _____
Name: _____
Title: _____
Federal Tax ID Number: _____

**ARIZONA STATE TREASURER**

By: _____
Name: Lorraine Jones
Title: Deputy State Treasurer – Operations

**STATE AGENCY**

By: _____
Name: Kurt A. Regner
Title: Assistant Director

**INSTITUTION**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

## APPENDIX A

### ELIGIBLE SECURITIES FOR *OTHER THAN WORKERS' COMPENSATION DEPOSITS*

The Insurance Company and the Institution shall, at all times, assure that the securities on deposit meet the following criteria:

1. U.S. Treasury obligations.

2. Tax-free state and local government general obligations limited to evidences of indebtedness of or within the State of Arizona having and maintaining a rating designation from a NRSRO equivalent to a NAIC 1 or NAIC 2 Designation in accordance with the Purposes and Procedures Manual of the NAIC Investment Analysis Office NAIC Securities Valuation Office and NAIC Structured Securities Group.

**NOTE** – Any cash received by Institution as a result of income collections or matured Eligible Securities will be automatically swept into a money market fund offered by the Institution that qualifies under the most recent update of Part 6, Section 2(b)(i), "U.S. Direct Obligations/Full Faith and Credit Exempt List" of the Purposes and Procedures Manual of the NAIC Investment Analysis Office NAIC Securities Valuation Office and NAIC Structured Securities Group. Money market fund deposits do not qualify as Eligible Securities and will **not** be included in the calculation of Account Value.

### ELIGIBLE SECURITIES FOR *WORKERS' COMPENSATION DEPOSITS*

The Insurance Company and the Institution shall, at all times, assure that the securities on deposit meet the following criteria:

1. U.S. Treasury obligations.

2. Fixed income investments having and maintaining a rating designation from a NRSRO equivalent to a NAIC 1 or NAIC 2 Designation in accordance with the Purposes and Procedures Manual of the NAIC Investment Analysis Office NAIC Securities Valuation Office and NAIC Structured Securities Group **excluding** the following:

   a. mortgage backed securities;
   b. asset backed securities;
   c. affiliated bonds;
   d. capital or surplus debentures;
   e. private placement bonds; and
   f. foreign and Canadian securities as classified by the SVO.

3. Money Market Fund offered by the Institution that qualifies under the most recent update of Part 6, Section 2(b)(i), "U.S. Direct Obligations/Full Faith and Credit Exempt List" of the Purposes and Procedures Manual of the NAIC Investment Analysis Office NAIC Securities Valuation Office and NAIC Structured Securities Group.

**NOTE** – Any cash received by Institution as a result of income collections or matured securities will be automatically swept into Money Market Fund.

*NAIC = National Association of Insurance Commissioners*
*NRSRO = Nationally Recognized Securities Rating Organization*
*SVO = Securities Valuation Office of the NAIC*

## APPENDIX B

## FEE SCHEDULE
**Effective February 1, 2016**

| | | |
|---|---|---|
| **ANNUAL FEES** | Account Maintenance<br>(Per Account, charges pro-rated semi-annually) | $350 |
| | Holding<br>(Per security/asset) | $25 |
| **PER OCCURRENCE FEES** | Book-Entry Federal Reserve Delivery or Maturity | $35 |
| | Depository Trust Corporation or Participants Trust Corporation Delivery or Maturity | $35 |
| | Account Set Ups | $500 |
| | Principal Pay Downs | $5 |
| | Bond Call/Put | $35 |
| | Money Wires Out | $25 |
| | Corporate Actions | $35 |
| | New Issue Security Purchase Charge | |
| | Treasury | $35 |
| | Agency | $35 |
| | Account Closing Fee | $100 |

**DISCLOSURES**

- Fee invoices will be generated semi-annually for periods ending January 31 and July 31.
- You may be assessed an overdraft charge for any negative balance in your account, provided such advance or overdraft is not related to Bank errors or omissions. The current rate will be provided at time of account opening and may be subject to change upon notification. Please see your account Agreement for additional information.

UnionBank®

# CUSTOMER INFORMATION PROFILE
## Global Trust Services
## Non-Individual - Exempt

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and financial crime, including money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity that opens an account (each a "Customer"), and the key parties and beneficial owners of Customer. WHAT THIS MEANS TO YOU: When you open an account, we will ask for the names of all the persons ("principals") who will have authority over the account, as well as a confirmation of the physical address for the account itself. As an entity, we will also ask you for information which allows us to verify the purpose of the entity and to establish the identities of all the persons who are authorized to act on its behalf. In addition, we are required to take reasonable measures to verify the intended purpose for the account, as well as the underlying source of the funds which will be used to establish your new account.

## CUSTOMER INFORMATION

Entity listed below may be referred to herein as the "Customer."

| | | | |
|---|---|---|---|
| NAME OF ENTITY | | | |
| CONTACT NAME (Name of individual opening the account on behalf of the entity listed above) | | | CONTACT PHONE NUMBER |
| LEGAL ADDRESS (We are not able to use post office box numbers) | | | COUNTRY OF REGISTRATION |
| CITY | STATE | ZIP | BUSINESS PHONE NUMBER |
| DATE OF ESTABLISHMENT | EIN# | For Non-Resident Aliens, Provide Foreign TIN (FTIN): | ☐ FTIN Not Applicable. Country of Residence does not provide FTIN |
| NAICS CODE (visit https://www.naics.com/search/ to Search NAICS Code): | | BUSINESS DESCRIPTION: | |

## II. ACCOUNT CONTROL AND OWNERSHIP INFORMATION

Provide the following information, as applicable for the account* (attach additional pages, as necessary):

Complete the FinCEN Certification of Beneficial Owners ("FinCEN Attestation Form"), which is provided separately.

Name of individual completing the FinCEN Attestation Form: _____

For the Control Party and each Beneficial Owner, provide a copy of Driver's License, Passport, or other State Issued ID

☐ Entity is exempt from FinCEN Attestation Form. MUFG Union Bank will complete FinCEN Attestation.

## III. CIP EXEMPT STATUS

**1. IS THE CUSTOMER A U.S. FINANCIAL INSTITUTION?** ☐ YES ☐ NO

U.S. Financial Institutions regulated by a State or Federal Functional Regulator (with the exception of those that allow their customers to directly execute transactions through their correspondent customer relationship with the Bank).

**2. IS THE CUSTOMER A U.S. GOVERNMENT ENTITY?** ☐ YES ☐ NO

U.S. federal, state, and local government entities and instrumentalities, and special districts of local governments, including Native American Tribes (within the United States).

**Note:** Exclusion applies to Native American Tribal governments only, and *does not apply* to business entities owned by the Native American Tribal government.

**3. IS THE CUSTOMER A U.S. PUBLICLY TRADED ENTITY?** ☐ YES ☐ NO

Company is domiciled in the U.S. and is Publicly Traded and Listed on the Major U.S. Exchanges (NYSE and NASDAQ). Companies domiciled outside of the U.S. and companies listed on Foreign Exchanges are not exempt from CIP policy.

**If Yes, Identify the Exchange(s)**: ☐ NYSE ☐ NASDAQ (Except Capital Markets) Symbol _____

**4. IS CUSTOMER A U.S. SUBSIDIARY OF A U.S LISTED ENTITY? (see below for further detail)?** ☐ YES ☐ NO

Company is a subsidiary of a U.S. Listed Entity organized under the laws of the United States, or of any U.S. State, where the U.S. Listed Entity owns at least 51 percent of their common stock, or analogous equity interest

**If ñYESò to ANY of the above**: Sign in "CERTIFICATION BY ACCOUNT PRINCIPAL(S)" on page 2 (If "NO" to all of the above, complete a Non-Exempt form provided separately)

**If the Customer is a U.S. subsidiary of a U.S Publicly Traded Entity:** please provide Organization Chart indicating percentage ownership

Companies domiciled in the U.S. that are Publicly Traded and Listed on the Major U.S. Exchanges (NYSE and NASDAQ) are exempt from CIP policy. This exemption also applies to any U.S. subsidiary of a U.S. Listed Entity organized under the laws of the United States, or of any U.S State, where the U.S. Listed Entity owns at least 51 percent of their common stock, or analogous equity interest.

**Note**: The following customers are **not** excluded from CIP: Companies listed on NASDAQ-CM (NASDAQ Capital Markets, formerly known as small-cap issues), OTC, and/or Pink Sheets. Subsidiaries of a U.S. Publicly Traded Company, where the ownership interest is less than 51 percent.

## IV. ADDITIONAL PROFILE QUESTIONS

| REFERRED BY | NAME OF FIRM | PHONE NUMBER |
|---|---|---|
| | | |

**DOCUMENTS REQUIRED TO OPEN NEW ACCOUNTS**

Documents required to open new accounts will vary, depending upon the type of account you are requesting us to open. Unless otherwise noted, we must receive completed documents requiring signatures, signed and dated by the authorized account principal(s), before we will be able to open your account. For Non-Resident Alien accounts or other questions regarding these requirements, please contact your Relationship Manager.

**SANCTIONED PERSON(S)**

The undersigned principal(s) hereby represent(s) and warrant(s):

1. Neither Customer nor any of its subsidiaries nor, to the knowledge of the undersigned, any affiliate or any director, officer, agent or other Person acting on behalf of the Customer: (i) is a Sanctioned Person; (ii) has any business affiliation or commercial dealings with, or investments in, any Sanctioned Country or Sanctioned Person; or (iii) is the subject of any action or investigation under any Sanctions Laws or Anti-Money Laundering Laws.

2. Neither Customer nor any of its subsidiaries nor, to the knowledge of undersigned, any affiliate or any director, officer, agent or other person acting on behalf of Customer has taken any action, directly or indirectly, that would result in a violation by such persons of Anti-Corruption Laws; and the Customer has instituted and maintains policies and procedures designed to ensure continued compliance therewith.

3. For the purpose of the foregoing:

   "**Sanctioned Person**" means, at any time, any Person: (a) that is listed on the Specially Designated Nationals and Blocked Persons list or the Consolidated Sanctions list maintained by OFAC, or any similar list maintained by OFAC, the U.S. Department of State or the United Nations Security Council; (b) that is fifty-percent or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (a) above; (c) that is operating, organized or resident in a Sanctioned Country; or (d) with whom a U.S. Person is otherwise prohibited or restricted by Sanctions Laws from engaging in trade, business or other activities;

   "**Sanctions Laws**" means the laws, rules, regulations and executive orders promulgated or administered to implement economic sanctions or anti- terrorism programs by: (a) any U.S. Governmental Authority (including, without limitation, OFAC), including Executive Order 13224, the Patriot Act, the Trading with the Enemy Act , the International Emergency Economic Powers Act and the laws, regulations, rules and/or executive orders relating to restrictive measures against Iran; and (b) the United Nations Security Council or any other legislative body of the United Nations; and

   "**Sanctioned Country**" means a country or territory that is or whose government is subject to a U.S. sanctions program that broadly prohibits dealings with that country, territory or government and "Anti-Corruption Laws" means the Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and the rules and regulations promulgated thereunder, and all other laws, rules, and regulations of any jurisdiction applicable to Client or any of its subsidiaries concerning or relating to bribery or corruption.

## V. CERTIFICATION BY ACCOUNT PRINCIPAL(S)

I/we hereby certify under penalty of perjury that all information provided herein and in all other documents provided to MUFG Union Bank for purposes of opening the requested account is true and accurate to the best of my/our knowledge. By signing below, each of the Principal(s) hereby certifies that it will not engage in any transaction(s) involving any OFAC sanctioned country or territory (including, without limitation Iran or North Korea).

| NAME | SIGNATURE | DATE |
|---|---|---|
| NAME | SIGNATURE | DATE |
| NAME | SIGNATURE | DATE |

## VI. CERTIFICATION BY MUFG UNION BANK, N.A.

| NAME | Signature | Date |
|---|---|---|
| NAME | Signature | Date |

## VII. VERIFICATION BY MUFG UNION BANK, N.A.

INITIAL FUNDING SOURCE VERIFIED BASED ON:

CERTIFICATION OF BENEFICIAL OWNERS COMPLETED DATE:

# ACCOUNT PROFILE
## Global Custody Services
State of Arizona

**To be completed by MUFG Union Bank, N.A.**

| ACCOUNT NUMBER | |
|---|---|
| ACCOUNT NAME | |

### 1. PRIMARY ACCOUNT CONTACT

| NAME OF CONTACT | | | | |
|---|---|---|---|---|
| ADDRESS | | CITY | STATE | ZIP CODE |
| PHONE | FAX | EMAIL | | |

**2. INVESTMENT MANAGER** Client has delegated investment authority to the following investment manager(s). If you have more than one investment manager, please provide additional information on a separate sheet.

| ☐ Not Applicable | NAME OF COMPANY | | | |
|---|---|---|---|---|
| ADDRESS | | CITY | STATE | ZIP CODE |
| PRIMARY CONTACT | | EMAIL | PHONE | FAX |
| DAILY CONTACT | | EMAIL | PHONE | FAX |
| SWIFT BIC CODE | | | | |

### 3. SHAREHOLDER DISCLOSURE

In accordance with the Shareholder Communication Act of 1985, MUFG Union Bank, N.A. ☐ IS AUTHORIZED ☐ IS NOT AUTHORIZED to disclose upon request to companies whose securities are held in this Account, Client's or Client's agent's name and address and the holdings in this Account of securities issued by such companies. Custodian is required by law to provide this information if Client does not object.

### 4. TAX STATUS

| TAX ID NUMBER | LEGAL DOMICILE – COUNTRY OR STATE |
|---|---|
| TAX STATUS<br>☐ Taxable ☐ Non-Taxable ☐ Non-Resident Alien | TAX REPORTING REQUIRED?<br>☐ No ☐ Yes Type: _____ |

TYPE OF ACCOUNT

| | | |
|---|---|---|
| ☐ Corporate | ☐ Insurance | ☐ Personal Trust |
| ☐ Employee Benefit Trust | ☐ LLC/LP/Partnership | ☐ Public Funds |
| ☐ Foundation/Endowment | ☐ Mutual Fund – Open and Closed | ☐ Other: _____ |

© MUFG Union Bank, N.A. (2020-03-02)

## 5. ACCOUNT DETAILS

SOURCE OF FUNDING

☐ New ☐ Transfer Name of Prior Custodian: _____

COST METHOD – IF HISTORICAL COST IS NOT PROVIDED, ONLY SHOW COST GOING FORWARD. (If Client does not indicate an option, the default will be FIFO.)

☐ FIFO ☐ LIFO ☐ Average
☐ Highest ☐ Lowest ☐ Minimize Gain ☐ Maximize Gain

FISCAL YEAR END (If Client does not indicate a date, the default will be 12/31)

ACCOUNT BILLING

☒ Invoice

FREQUENCY:

☒ Semi-Annually

Please provide billing address:

_____
_____
_____
_____

ACCOUNT STATEMENTS

☒ Settlement Date

To Client: Statements will be provided monthly and will be made available online via Custodian's Online Trust and Custody (OT&C) application, unless otherwise agreed in-writing between Custodian and Principal. Please ensure that the appropriate recipient for Principal is set up on OT&C to receive statements.

Advisor: Statements will be made available to Advisor:

☐ Monthly ☐ Quarterly ☐ Annually

HOW WILL TRADE INSTRUCTIONS BE SENT?

☐ DTC ID Interface ☐ File Upload ☐ OMGEO ☐ SWIFT ☐ Fax ☐ UB Secured Messaging

☐ Other: _____

DESIGNATED SWEEP VEHICLE

☒ Sweep Vehicle: Refer to appropriate disclosure for Sweep Vehicle selection

PROSPECTUS DELIVERY

☐ Investment Manager (address in Section 2) ☐ Client (address in Section 1) ☐ Other

Address (complete if Other selected, or alternate address for Investment Manager or Client)

_____
_____
_____
_____

MUTUAL FUND INCOME & CAPITAL GAINS OTHER THAN SWEEP

☐ Take Cash Always ☐ Reinvest Always ☐ Reinvest Income ☐ Reinvest Capital Gains

AMORTIZATION / ACCRETION FOR TAXABLE ACCOUNTS ☑ Not Applicable

Market Discount Method: N/A

OID/DISC Frequency: N/A

Taxable Amort Type: N/A

Taxable Amort Method: N/A

Taxable Amort Frequency: N/A

FOREIGN EXCHANGE:

Does Client intend to execute foreign exchange contracts?

☐ Yes ☐ No

Will Client hold foreign assets? If yes, additional documentation is required.

☐ Yes ☐ No

**6. CORPORATE ACTIONS** Please indicate who is authorized to act on Corporate Action Information. NOTE: Contact should have view and respond OTC Access.

| CONTACT NAME | EMAIL | PHONE | FAX |
|---|---|---|---|
| | | | |

POWER TO VOTE CORPORATE ACTIONS

☐ Client ☐ Advisor ☐ Other If other, please provide the name of organization, contact name, and address below:

_____

_____

_____

_____

Email:

**7. PROXIES**

POWER TO VOTE PROXIES

☐ Client ☐ Advisor ☐ Other If other, please provide the name of organization, contact name, and address below:

_____

_____

_____

_____

Email: _____

**8. SPECIAL INSTRUCTIONS**

PLEASE INCLUDE INFORMATION ON ANY ADDITIONAL INTERESTED PARTIES ON THE ACCOUNT AND SPECIFY AUTHORITY.

_____

_____

_____

_____

**ACCEPTANCE BY PRINCIPAL:**

I/We instruct MUFG Union Bank, N.A. to take actions indicated in this Account Profile. I/We agree to provide written notification of any changes to these instructions

| NAME | SIGNATURE | DATE |
|---|---|---|
| NAME | SIGNATURE | DATE |
| NAME | SIGNATURE | DATE |

**ACCEPTANCE BY MUFG UNION BANK, N.A.**

| NAME | SIGNATURE | DATE |
|---|---|---|
| | | |

© MUFG Union Bank, N.A. (2020-03-02)

# MONEY MARKET MUTUAL FUND INVESTMENT DIRECTION AND DISCLOSURE STATEMENT FOR DIRECTED ACCOUNTS (sweep)

**Global Trust Services**

Account(s) Number(s): _____ Account(s)/Client Name: _____

Account(s) (Description): _____ ☐ List of Accounts Attached (if checked)

Fund: Dreyfus Treasury & Agency CUSIP / Ticker: 26190810S

These instructions supersede any previous instructions for the investment of cash in the above-referenced account(s) ("Account(s)").

**DIRECTION**

The undersigned account owner or authorized investment manager ("Client") hereby directs MUFG Union Bank, N.A. ("Bank") to use the above referenced money market mutual fund ("Fund") for cash management sweep services or other short-term investments in the above specified Account(s). Client may, at any time, direct Bank in writing to invest, redeem and exchange shares of the designated Fund for shares of another fund made available by Bank.

**DISCLOSURE**

Bank has entered into arrangements with unaffiliated Funds, including but not limited to shareholder servicing plans and 12b-1 plans, under which Bank may perform various services. For such services, Bank may be paid compensation up to 50 basis points per annum of the average daily Fund balance held by the Fund, as further described in each Fund's prospectus or statement of additional information ("SAIs"). Of this maximum amount, compensation under 12b-1 plans and shareholder servicing arrangements does not exceed 25 basis points, excluding that received for the following types of services which are not subject to the 25 basis point cap: (i) transfer agent or sub-transfer agent services; (ii) aggregating and processing purchase and redemption orders; (iii) providing account statements showing transactions and Fund positions; (iv) processing dividend payments; (v) providing sub-accounting services; (vi) forwarding Fund communications, including proxies, shareholder reports, dividend and tax notices, and updated prospectuses; and (vii) receiving, tabulating and transmitting proxies. Bank may also receive compensation for its services from a Fund distributor or Fund affiliate out of its own resources, as further described in each Fund's prospectus.

Bank may act as custodian for certain Funds whose shares Bank makes available to clients and may receive a fee for those custodial services based on each Fund's average daily net assets and certain transaction activity incurred in connection with those services. Those fees are separate from the compensation disclosed in this statement.

Bank's ultimate parent company, Mitsubishi UFJ Financial Group, Inc. ("MUFG") beneficially owns up to 24.9% of the common stock of Morgan Stanley and is represented by two seats on Morgan Stanley's Board of Directors. By directing Bank to use a Morgan Stanley Fund there may be an indirect benefit to MUFG.

**ACKNOWLEDGMENT**

Client hereby acknowledges and agrees that:

- Client has read this Disclosure and consents to Bank's receipt of the fees described above;
- Bank has not recommended any particular Fund and will rely on the directions contained herein;
- Client has receipt of, or access to, and has read Fund's prospectus which contains information on the investment objectives, risks, charges and expenses for all Fund portfolios;
- **Fund is NOT insured by the FDIC or by any other federal government agency, is NOT a deposit of or guaranteed by Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**
- Client will obtain all prospectuses and SAIs and all updates and supplements thereto via the internet through an ISP service found at the website for each such Fund. A list of those websites is available from Bank. Client can revoke this consent at any time and, thereafter, can obtain paper copies of any prospectus at no additional cost upon request. Bank will send Client a paper copy of the prospectus of any Fund in which Client directs Bank to purchase shares.
- Fund may reserve the right to reject or cancel any purchase or sale order in whole, or in part, and may impose fees and other restrictions or conditions on purchases and sales as stated in Fund's prospectus, including redemption fees, liquidity fess and redemption suspensions. Bank is not responsible for any losses, transaction failures, fees or other charges imposed by or resulting from any of the foregoing restrictions or conditions imposed by Fund or from any other decision or action by Fund. Bank will act at Fund's direction with respect to the foregoing actions, and such direction may include requiring the rejection or re-confirmation of certain trades. Bank may not be able to give Client notice that an order is subject to any fees, restrictions, conditions or suspensions before an order is processed;
- Although Fund seeks to preserve the value of the investment at $1.00 per share, it cannot guarantee it will do so and that an investment in the Fund could lose money.

| | |
|---|---|
| **Name of Authorized Signer** | **Name of Authorized Signer** |
| **Title** | **Title** |
| **Signature** | **Signature** |
| **Date** | **Date** |

| | | | |
|---|---|---|---|
| *For Internal Use Only:* | *Sweep Model #:* | *Internal Bank CUSIP:* | *Internal Bank Ticker:* |

# STANDING INSTRUCTIONS FOR FUNDS TRANSFERS
## Global Custody Services

This funds transfer is for (select one): ☐ Wire ☐ Check ☐ ACH ☐ Transfer to Union Bank DDA #_____

## 1. CLIENT ACCOUNT INFORMATION

Custody Account Number:_____ Custody Account Name:_____

Originator/Client Name:_____

Originator/Client Address:_____City:_____State_____ Zip_____

## 2. FUNDS TRANSFER INSTRUCTIONS

**Wires and ACH:**

Please refer to Union Bank's "Master Funds Transfer Agreement and Security Procedures" for further information regarding our funds transfer services. We must also receive an original, executed "Funds Transfer Authorization" document for the Union Bank Custody Account indicated below before we can act upon these funds transfer instructions.

Beneficiary's Bank Name:_____ Beneficiary's Bank Address:_____

Beneficiary's Bank ABA Number:_____ Beneficiary's Account Number:_____

Beneficiary's Account Name: _____

Beneficiary's Address:_____ City:_____ State/Country_____ Zip_____

Special Instructions/ Further Credit to:_____

Special Instructions/ Account Number:_____

**Checks only**

Payee's Name: _____

Payee's Address:_____ City:_____ State_____ Zip_____

## 3. STANDING INSTRUCTIONS FOR PERIODIC TRANSFERS

☐ N/A – As Directed

Start Date (if other than the date of Client Authorization below):_____ Funds To Be Drawn From: ☐ Principal ☐ Income

Frequency: ☐ Daily ☐ Monthly ☐ Quarterly ☐ Other:_____

If transfer amount is other than 100 percent, please Specify: Dollar Amount: $ _____ OR Percentage:_____%

## 4. THIRD-PARTY DESIGNATION

Complete this section to designate the authorized signers for a Third Party as additional Authorized Representatives to initiate ☐ OR ☐ AND amend disbursement requests made in accordance with these instructions. By designating a Third Party in this section, Client hereby authorizes Bank to refer to the list of authorized signers for the designated Third Party on file with the Bank as of the date of receipt of each disbursement request. Client also certifies that Client has duly authorized the designated Third Party to so act and the Bank shall conclusively rely on that authorization and is instructed to take instructions from the designated Third Party for disbursements.

Designated Third Party's Name: _____ Designated Third Party's Telephone:_____

Remarks (If Necessary):_____

## 5. AUTHORIZED REPRESENTATIVE AUTHORIZATION(S)

By signing below, Authorized Representative on behalf of Client hereby certifies that this transaction does not involve any OFAC sanctioned countries or territories (including, without limitation Iran or North Korea).

Client Name:_____ Client Name:_____

Signature:_____ Signature: _____

Date:_____ Date: _____

**BANK USE ONLY - VERIFICATION AND APPROVAL FOR FUNDS TRANSFERS (ACH, WIRE, CHECK)**

REQUIRED ACTION (CHECK ONE): ☐ Add ☐ Change ☐ Delete

Callback Number: _____

Callback Made To: _____ Reviewed By: _____

Callback Made By: _____ Approved By: _____

Date and Time: _____ Date: _____

FTA Dated: _____

REPETITIVE WIRE NUMBER ASSIGNED

© MUFG Union Bank, N.A. (2020-03-02)

# Unlawful Internet Gambling Enforcement Act of 2006

The Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) prohibits the transfer of funds from a financial institution to an internet gambling site. The UIGEA defines restricted transactions as those prohibited under applicable federal, state or tribal gambling laws. Restricted transactions are prohibited from being processed through your account or relationship.

---

I have read the above and certify:

_____ conducts:
Client name

- ☐ Internet business
- ☐ Gaming
- ☐ Gambling related entities
- ☐ Entertainment (Including, but is not limited to hotels and motels, amusement parks, recreational facilities and entertainment and production companies)
- ☐ 3rd party payment processors, including ACH payment processors and payment senders

and does not engage in unlawful internet gambling;

**OR**

_____ does not conduct one of the activities listed above;
Client name

and that all information provided herein is true and accurate to the best of my knowledge.

Authorized Signer: _____

Title: _____

Signature of Authorized Signer: _____

Date: _____

Authorized Signer: _____

Title: _____

Signature of Authorized Signer: _____

Date: _____

© MUFG Union Bank, N.A. (2020-03-02)

***[This is a sample. If you choose to use this template, please print on Client letterhead without including this sentence and the footer.]***

**Please Note:** The Effective Date of the Corporate Resolution **MUST** coincide with or predate the date of the authorized signature on **ANY** account opening document or other authorization.

## Secretary's Certificate
## Regarding Corporate Resolution

I hereby certify that I am the Secretary/Assistant Secretary of _____, a corporation duly organized and existing under the laws of the State of _____, and that the following is a true copy of a Resolution duly adopted by the Board of Directors of said corporation at a meeting held on _____, _____, at which meeting a quorum was present and acting throughout, or by unanimous consent of the Board of Directors on _____, _____, and that such resolution has not been rescinded or modified and is in full force and effect on this date:

*RESOLVED*, that the following officers of this Corporation are authorized and empowered to execute and deliver all documentation and to provide all instructions and documents necessary or advisable to MUFG Union Bank, N.A. ("Bank") in connection with a custody arrangement between this Corporation and the Bank. The named officers hereby acknowledge this authorization and each, by affixing his/her signature next to his/her name, indicates his/her agreement.

*RESOLVED FURTHER*, that the officers of this corporation and each of them be and they hereby are authorized and directed to open such bank accounts at Union Bank as may be necessary or appropriate for the conduct of the business of this Corporation , that all resolutions required by the Bank be and they hereby are adopted, and that the Secretary of this Corporation be and hereby is authorized and directed to certify to the Bank as to the adoption of this resolution or any further resolution requested by the Bank.

*RESOLVED, FURTHER*, that a copy of this and any further resolution requested by the Bank and certified by the Secretary of this Corporation be inserted in the minute book of this corporation.

| **Title** | **Name** | **Signature** |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

☐Only one signature is required

☐ _____signatures are required

☐All must sign

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Corporation this

_____, _____

(Affix Corporate Seal Here)

_____
Secretary/Assistant Secretary

SAMPLE

UnionBank

# Confirmation of Securities Transactions

Currently, your periodic account statement provides detailed information about all securities transactions. However, we want you to be aware that you have the option to request alternate notifications of securities transactions that we effect on your behalf, at no additional cost to you.

Please note that if you choose the third option listed below you will receive trade confirmations for every money market sweep trade, mutual fund trade, or other security transaction MUFG Union Bank, N.A. effects on your behalf, in addition to your periodic account statement(s), and your Relationship Manager will contact you to confirm this selection.

I wish to receive securities transaction notifications in the following manner (select one):

- ☐ Account statements, which will serve as the sole written notification of any securities transactions effected by Union Bank for my account(s).
- ☐ Electronic account statements, including notification of any securities transactions effected by MUFG Union Bank, N.A. for my account(s) via MUFG Union Bank, N.A.'s Online Trust & Custody service.
- ☐ Written confirmations of any securities transactions effected by MUFG Union Bank, N.A. for my account(s), including money market sweep trade, mutual fund trade, or other security transactions, will be provided to me at no extra cost in addition to my account statements. By choosing this option, I understand that my Relationship Manager will contact me to confirm this selection.

Account Number: _____

I understand that this election will apply to all current and future sub-accounts that are created under the current account agreement.

By:_____ _____
Authorized Signature Date

_____ _____
Print Name Client Name

UnionBank

# ARIZONA DEPARTMENT OF INSURANCE SECURITY DEPOSIT FORM

*This form must be completed **prior to** all deliveries to Union Bank.*

| | | | |
|---|---|---|---|
| **MAIL** | MUFG Union Bank, N.A.<br>350 California Street, 17th Floor<br>San Francisco, CA 94104 | ***FAX*** | (877) 833-8854 |
| | | ***EMAIL*** | Arizona-Union@unionbank.com |
| | | ***PHONE*** | (800) 962-1784 |

| | |
|---|---|
| Union Bank Account Name: | Union Bank Account Number: |
| Company Contact: | Company Contact Telephone: |
| Delivery Date: | **Amount of Par for Deposit**: $ |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Buy/Free Deliver | | Price: | | Trade Date: | | Settlement Date: | |
| Principal: | | UNITS: | | Cost Basis: | | | |
| Net Amount: | | Interest or Commissions: | | | | | |
| Broker Name & Number: | | Broker Telephone Number: | | | | | |

Type of Security (**check one**) Complete the information below - **One form per security asset required.**

***Please provide detailed security information. For a security other than a U. S. Treasury Obligation** please provide the rating information (below) and verify that the security meets the criteria of Eligible Securities as defined on Appendix A of your Custody Agreement Form E003.*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Security Name | | | | | **CUSIP** | | |
| Security Rate | | Security Issue Date: | | | Security Maturity Date: | | |
| Rating Source: | | Standard & Poor's Rating / As of date | | Moody's Rating / As of Date | | Equivalent NAIC Designation | |

☐ **U. S. Treasury Obligation deliver to:**
Federal Reserve Bank:
FRB Eligible Securities Only:
UNION BK LA/TRUST
ABA #: 122000496
For Credit to Account#_____

☐ **DTCC Eligible Security deliver to:**
MUFG Union Bank, N.A.
DTC Participant 2145
For Credit to Account # _____
Agent Bank ID #: 27978
Institutional ID #: 15810

***PLEASE NOTE - CASH IS ONLY ACCEPTED TO:** FACILITATE NEW SECURITY PURCHASES AND TRADES, OR HOLD AS PRINCIPAL FUNDS IN A WORKERS' COMPENSATION DEPOSIT*

☐ **CASH WIRE**
MUFG Union Bank, N.A.
Monterey Park, CA 91755
TRUSF Branch 09569
ATTN: Domestic Custody
ABA # 122000496
For Credit to Account #:_____ *(Insert Trust account# in the "BNF_ID" or Beneficiary ID field)*

Account Name: _____

***Book Entry or DVP: Forward to Union Bank on Trade Date***

***By signature below you are certifying that the security described above, meets the criteria of the "Arizona Department of Insurance Form E003, Appendix A Eligible Securities"***

| | | |
|---|---|---|
| *Authorized Signature on File with Union Bank* | *Printed Name & Title* | *Date* |

# SECURITIES AND CASH DELIVERY INSTRUCTIONS

## Institutional Trust & Custody Services

**Effective June 5, 2018**

Please contact your account administrator for additional information regarding foreign issues held at agent banks and settlement of foreign currency by third party brokers.

**WIRE FUNDS TO:**
MUFG Union Bank, N.A.
Los Angeles, CA
ABA #: 122000496
SWIFT BIC: BOFCUS33

For Credit to Account #:_____
*(Utilize the "BNF_ID" or Beneficiary ID field)(ex.67xxxxxxxx)*
For Credit to Account Name: _____

Wire Originator Account #:_____
Wire Originator Name: _____
Wire Originator Address: *(Provide a minimum of 2 Address lines)*
Address line 1:_____
Address line 2:_____

**OBI**
If a 1 for 1 Account relationship does not exist for the wire, please reference **TRUSDG** in the OBI section of your Wire Instructions.

**DTC ELIGIBLE TRADES**
MUFG Union Bank, N.A.
DTC Participant 2145
For Credit to Trust Account # _____
Agent Bank ID #27978
Institutional ID #15810

**PHYSICAL SECURITIES SETTLEMENTS RECEIVE FREE**
MUFG Union Bank
Attn: Special Asset Unit
530 B Street, Suite 204
San Diego, CA 92101

**PHYSICAL SECURITIES SETTLEMENTS DELIVER VS. PAYMENT**
570 Washington Blvd
Jersey City, NJ 07310
Attn: Central Delivery – 5th Floor
Ref: Union Bank - #2145

**ACATS/SECURITIES**
DTC Participant 2145
Phone 415-705-7480 (Deliveries)
Phone 415-705-7481 (Receives)
General Inquires on ACATS:
Phone 415-705-7411

**SEND CHECKS TO:**
MUFG Union Bank, N.A.
ATTN: Global Custody Services
For Credit to Account #: _____
350 California Street, Suite 1500
San Francisco, CA 94104

**FEDERAL RESERVE BANK:**
*FRB Eligible Securities Only:*
UNION BK LA/TRUST
ABA #: 122000496
For Credit to Trust Account #_____

**MUTUAL FUNDS HELD BY AGENT**
*Re-registration Instructions:*
Union Bank TR Nominee
FBO: _____
*(Client Name), (Account Number)*
P.O. Box 85484
San Diego, CA 92186
TAX ID # 33-0566999
ACATS/Mutual Funds DTC #2145
619-230-3001 (Deliveries)
619-230-3184 (Receives)

**TIME CERTIFICATES OF DEPOSIT**
Re-registration Instructions:
Union Bank TR Nominee
F/B/O _____
P.O.Box 85484
San Diego, CA 92186
Use Tax ID #33-0566999

UnionBank

# ONLINE TRUST & CUSTODY USER ENROLLMENT APPLICATION

I am the owner of the Account(s) designated below, or an Authorized Signer for the User's Company and authorized to act on behalf of the Company whose informaton is designated below. As such I hereby apply for a User ID, or authorize Bank to issue a User ID to the User-Applicant designated below, and agree to the terms and conditions of the MUFG Union Bank, N.A. Online Trust & Custody Agreement which are incorporated herein by reference, and to which we all agree to be bound.

## SECTION 1 - To be completed by all applicants

COMPLETE USER APPLICANT INFORMATION, SIGN, AND SUBMIT TO UNION BANK.

SELECT ONE ☐ NEW ☐ MODIFY

### USER-APPLICANT INFORMATION

| | | | |
|---|---|---|---|
| REQUESTED USER ID (MINIMUM OF 7 AND MAXIMUM OF 32 CHARACTERS) | | | |
| FIRST NAME | LAST NAME | | |
| PLAN NAME (IF APPLICABLE) | | | |
| ADDRESS | CITY | STATE | ZIP |
| EMAIL | | TELEPHONE | |
| USER SIGNATURE | | DATE | |

## SECTION 2 - To be completed by third party applicants only

### USER'S COMPANY INFORMATION

| | | | |
|---|---|---|---|
| COMPANY NAME | | | |
| ADDRESS | CITY | STATE | ZIP |

### AUTHORIZED SIGNER FOR USER'S COMPANY

| | | | |
|---|---|---|---|
| FIRST NAME | LAST NAME | TITLE | TELEPHONE |
| SIGNATURE | | | DATE |

## SECTION 3 - To be completed by all applicants

### ACCOUNT ACCESS INFORMATION

| | |
|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME |
| ACCOUNT NUMBER | ACCOUNT NAME |
| ACCOUNT NUMBER | ACCOUNT NAME |
| ACCOUNT NUMBER | ACCOUNT NAME |
| ACCOUNT NUMBER | ACCOUNT NAME |
| ACCOUNT NUMBER | ACCOUNT NAME |
| ACCOUNT NUMBER | ACCOUNT NAME |

## USER-APPLICANT INFORMATION

| REQUESTED USER ID (MINIMUM OF 7 AND MAXIMUM OF 32 CHARACTERS) | |
|---|---|
| FIRST NAME | LAST NAME |
| COMPANY/PLAN NAME (IF APPLICABLE) | |

**SECTION 4 - To be completed by Union Bank on behalf of applicants**

## RELATIONSHIP MANAGER/ADMINISTRATOR APPROVAL

ACCOUNT INFORMATION ACCESS (CHECK APPLICABLE BOXES BELOW)

☐ BASIC RETRIEVAL (HOLDINGS & TRANSACTIONS)

### ADDITIONAL PERMISSIONS

☐ STATEMENT VIEW ONLY (Must provide Recipient ID) _____

☐ STATEMENT VIEW AND MANAGE DELIVERY METHOD (Must provide Recipient ID) _____

☐ ANTICIPATED CASH REPORT

☐ CLOSED ACCOUNT INFORMATION

☐ CORPORATE ACTION VIEW ONLY

☐ CORPORATE ACTION VIEW AND RESPOND

☐ SUPPRESSED TRANSACTIONS

### TRADING PERMISSIONS

☐ EXECUTED TRADE INPUT

☐ MUTUAL FUND TRADE INPUT (Must provide Trading Limit)

Trading limit in U.S. dollars $ _____

| RELATIONSHIP MANAGER/ADMINISTRATOR | MAIL CODE | TELEPHONE | DATE |
|---|---|---|---|
| RELATIONSHIP MANAGER/ADMINISTRATOR SIGNATURE | | | |
| ADDITIONAL MANAGEMENT SIGNATURE (As required) | | | |

## PROJECT MANAGEMENT & USER SUPPORT USE ONLY

| ASSIGNED USER ID | COMPANY CIF NUMBER | DATE CLIENT NOTIFIED | SIGNATURE |
|---|---|---|---|
| | | | |

PRODUCT LINE (CHECK ALL THAT APPLY)

☐ CORPORATE TRUST ☐ CUSTODY ☐ HIGHMARK ☐ PORTAL ☐ TES

Click & Tab To Begin

UnionBank®

# FUNDS TRANSFER AUTHORIZATION
## Global Trust Services

| CLIENT NAME | DATE |
|---|---|
| | |

## 1. Client Information

The undersigned ("Client", "you", or "your") and MUFG Union Bank, N.A. ("Bank") agree that the Bank will provide funds transfer services according to the terms of the Master Funds Transfer Agreement and Security Procedures -Global Trust Services (Form 02491-GTS), and as specified below in this Funds Transfer Authorization (the “Funds Transfer Authorization”).

| ADDRESS AS IT APPEARS ON YOUR ACCOUNT | CITY | STATE/COUNTRY | ZIP CODE |
|---|---|---|---|
| | | | |

| PRIMARY PHONE NUMBER | FACSIMILE PHONE NUMBER |
|---|---|
| | |

## 2. List of Accounts

Designate all accounts you wish to use for funds transfers (line out all unused lines).

| Account Number(s) | Account Name(s) |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Does this Funds Transfer Authorization apply to all current and future sub-accounts with the same authorized signers that are created under the umbrella of the current account agreement? ☐ Yes ☐ No

## 3. Funds Transfer Method

Requests for funds transfers are subject to the security procedures and other terms and conditions set forth in the Master Funds Transfer Agreement and Security Procedures -- Global Trust Services (Form 02491-GTS) and as set forth in this Funds Transfer Authorization.

**Initiation Type** (select one or more)

☐ **In Person** ☐ **Facsimile** ☐ **Written** (by Mail) ☐ **SWIFT** ☐ **Telephone** (Only Available to Portal Customers)

☐ **Email** (Instructions received via the Online Business Center or PDF document attached to the email (password protected document preferred for data security)

**Transmission.** Please Specify Transmission Type (if applicable):

## 4. Authorized Representatives (line out all unused lines)

Complete this section to designate the individuals who are authorized to initiate funds transfers and receive callbacks pursuant to this Funds Transfer Authorization (the “Authorized Representative(s)”). You agree that we may monitor or record telephone conversations with you and your Authorized Representatives.

| Authorized Representative (Print Name) | Signature | Call Back Telephone Number | Individual Dollar Limit (if blank, then it is unlimited) |
|---|---|---|---|
| 1. | x | | |
| 2. | x | | |
| 3. | x | | |
| 4. | x | | |
| 5. | x | | |

☐ See attached list of additional authorized signers (if applicable).

If there is only one Authorized Representative, please complete a callback variance letter, provided separately.

| CLIENT NAME | DATE |
|---|---|
| | |

## 4. Authorized Representatives (continued)

Complete the following section to designate the authorized signers for a Third Party Entity as additional Authorized Representatives to initiate funds transfers and receive callbacks. By designating a Third Party Entity in this section, Client hereby authorizes Bank to refer to the list of authorized signers for the designated Third Party on file with the Bank as of the date of receipt of each funds transfer request.

| NAME OF DESIGNATED THIRD PARTY ENTITY | TELEPHONE NUMBER | ☐ N/A |
|---|---|---|
| | | |

## 5. Agree to Terms

Owners and Individuals with authority over Client's Account(s) Should Complete This Section (line out unused lines).

By signing here, each person agrees to the terms and conditions contained in the Master Funds Transfer Agreement and Security Procedures--Global Trust Services and declares under penalty of perjury that the following is true and correct: (1) I am authorized to make this declaration and hold the position (if any) listed next to my name; (2) Each person listed as an Authorized Signer in this "Agree To Terms" section has authority to enter into or change any agreement with the Bank relating to funds transfers on behalf of Client including, but not limited to, authority to add or delete Authorized Representatives and designated accounts; (3) No other person's authorization is necessary to bind the Client for purposes of funds transfers; (4) This Funds Transfer Authorization supersedes and replaces all prior Funds Transfer Authorizations already in effect, but shall not be deemed to supersede existing standing instructions related to the account(s); (5) You agree that we may monitor or record our telephone conversations with you and your Authorized Representatives.

| Authorized Signer (Printed Name) | Signature | Title |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

## 6. Resolution and Certification

The following Resolutions are provided by the Secretary of: Corporations, Board of Trustees, Unincorporated Associations, or Other Entities.

RESOLVED, that the individual(s) listed as an "Authorized Signer" in the "Agree to Terms" section of this Funds Transfer Authorization are hereby authorized to enter into or change any agreement with MUFG Union Bank, N.A. ("Bank") relating to and directing the transfer of funds from the account(s) of the Client, whether in person, in writing, or by means of telephone, electronic transmission, or facsimile, and are further authorized to add or delete designated accounts and Authorized Representatives who may initiate funds transfers and receive callbacks and advices;

FURTHER RESOLVED, that this authorization is in addition to any other authorizations in effect and will remain in force until the Bank receives written notice of revocation at the address and manner designated by the Bank;

**CERTIFICATION:** I certify that: (1) I am the Secretary or Assistant Secretary of the Client's or Client's Board of Trustees or member of an unincorporated association or other entity; (2) the resolution printed above is a complete and accurate copy of a resolution duly adopted by the Client's Board of Directors or by the Client's members (if unincorporated) or Board of Trustees; (3) the resolution is in full force and has not been revoked or changed.

**Certified By Secretary or Designee of: Corporation; Board of Trustees; Unincorporated Association; or Other Entity**

| SIGNATURE | NAME | DATE |
|---|---|---|
| | | |

☐ In place of the Resolution and Certification in this Section 6, please refer Instead to the Board Resolution provided to MUFG Union Bank, N.A. on _____.

**Accepted by MUFG Union Bank, N.A.**

| SIGNATURE | NAME | DATE |
|---|---|---|
| | | |

©2018 MUFG Union Bank, N.A. All rights reserved.
Union Bank is a registered trademark and brand name of MUFG Union Bank, N.A.

UnionBank®

# MASTER FUNDS TRANSFER AGREEMENT AND SECURITY PROCEDURES (GLOBAL TRUST SERVICES)

This Agreement supplements, but does not modify any other agreements we may have with you.

**Introduction**
In this Agreement, "you" and "your" refer to the Funds Transfer customer; "we," "us," "our" and "Bank" mean MUFG Union Bank, N.A. This Agreement provides an overview of the terms and conditions that govern:

- your rights and responsibilities, as well as ours;
- the rules that affect Funds Transfers;
- our policies for verifying and completing Funds Transfers.

The terms and conditions that follow do not represent an exhaustive list of the security procedures that may apply to certain types of Funds Transfers. In some circumstances, additional information and action on your part may be required before a Funds Transfer can be processed. If that is the case, we will notify you of any additional requirements that must be completed.

**Customer Due Diligence**
To aid the Bank in complying with the Bank Secrecy Act and related laws and regulations, we may ask you for specific information regarding the nature of anticipated activity, the sources of your funds, the purposes of transactions, the relationship you have with persons to whom you send funds and the persons who send funds to you, the anticipated frequency of such transactions, the ultimate beneficiaries of funds you send and receive, and other questions that may help to clarify the nature and purpose of transactions.

**Security Procedure Definitions**

*Callback:* After we receive a Funds Transfer request, under certain circumstances in conformity with our internal policies and procedures, we will telephone or "callback" a second party whom you have previously authorized to verify the authorization and details pertaining to the Funds Transfer order request.

*Repetitive Wire Transfers:* Funds Transfers sent to the same recipient that differ only in amount. Upon completion of a Funds Transfer Authorization form, we will assign a Repetitive Payment/ID Number for use with telephone and facsimile requests. For these transfers, we callback only when you first set up the repetitive transfer. When a Repetitive Payment/ID Number is not used to initiate a transfer within 18 months after it has been issued, it will expire and can no longer be used.

*Repetitive Payment/ID Number:* An assigned number used to identify repetitive transfers so that full details are not needed each time.

*Funds Transfers:* Include payments made by the Bank by wire transfer network, automated clearinghouse, other Funds Transfer system, including funds initiated via the Society for World-Wide interbank Financial (SWIFT) network.

**Authorizing Funds Transfers**
By signing the Funds Transfer Authorization or acknowledging agreement on a Funds Transfer order, you permit us to transfer funds and complete reverse transfers/ third party drawdowns based on instructions you or someone you authorize gives us. You agree that anyone you allow to transfer funds may act on your behalf, even if this person cannot withdraw funds from your account in other ways. We may monitor or record our telephone conversations with you and your authorized representatives.

**Requesting Funds Transfers and Security Procedures**
You or someone you authorize may request Funds Transfers as follows, depending on your initiation type. You accept responsibility for using a method that is not the most secure option offered by the Bank.

**Note:** Free form e-mail sent outside of the Online Business Center is not an acceptable form of communication to initiate a request to transfer funds. However, a signed directive attached to an email as an unalterable image will be treated as a facsimile instruction. For added protection of your data, it is recommended that any files attached to an email be password protected and in PDF form.

- **In Person at a Trust Office (most secure method):** We may accept Funds Transfer orders from persons authorized to withdraw funds from your account when the orders are made in person at one of our trust offices. Primary identification must be shown.

- **In writing:** All written requests must be signed by an individual listed or designated as an Authorized Representative or Third Party Designee in the Funds Transfer Authorization.
  - We verify requests are signed by an authorized individual and, under certain circumstances in conformity with our internal policies and procedures, will perform a callback to a second authorized individual.

- **Facsimile:** Authorized Representatives or Third Party Designees as defined in the Funds Transfer Authorization may request Funds Transfers by sending a fax to a member of their Relationship Team. We verify that such requests are signed by an individual designated on the Funds Transfer Authorization and, under certain circumstances in conformity with our internal policies and procedures, will perform a callback to a callback to a second authorized individual.

- **Telephone:** For telephone requests (limited to PORTAL customers), we verify that the caller is designated as authorized on the Funds Transfer Authorization and, under certain circumstances in conformity with our internal policies and procedures, will perform a callback to a second authorized individual in conformity with our internal policies and procedures.

  Note: By initiating a Funds Transfer request by email, facsimile or telephone you are using methods that are among the least secure options offered by the Bank.

- **SWIFT:** Initiation of Funds Transfer via the SWIFT network. Customers utilizing the SWIFT network must complete a Funds Transfer Authorization. The security procedure utilizes access codes and passwords.

- **Transmission:** Customers who have executed a Funds Transfer Authorization may request Funds Transfers be transmitted in various formats and protocols and using a password to authenticate the file.

You may select one or more of the above methods when you set up your Funds Transfer service. If you later wish to change the way you request Funds Transfers, we will send you a new Funds Transfer Authorization form to complete and return. It can take up to 10 business days before you may use the new method(s) while we are making the changes. Until we notify you, you will still be able to use your existing method(s) for requesting Funds Transfers. Notwithstanding the foregoing, for some account, asset, or transfer types, some Funds Transfer methods may not be available, or may require additional information and action on your part in order to complete the Funds Transfer.

Our security procedures will not detect any errors you make, and we will rely on information you give us when making transfers.

**Keeping Funds Transfers Secure**

We maintain certain security procedures described beginning on page 1. You agree to be bound by a Funds Transfer order whether or not authorized, issued in your name and accepted by us in good faith and in compliance with the security procedure outlined above. You further agree to keep the security procedures confidential and inform us promptly if a security procedure is no longer confidential.

**Processing Wire Funds Transfers**

We will use our best efforts to transfer funds the same day if:

- you make your request when our Funds Transfer transmission facility is open, and
- we receive and can authenticate your instructions, or in cases of reverse wires instructions we receive on your behalf, before our cutoff time (which we may change without prior notice).

If you identify the beneficiary or a bank for a Funds Transfer using both a name and an account or other ID number, we and subsequent banks involved in the transfer may use the number alone to complete your Funds Transfer request. We are not responsible if the name and the number do not agree. We use a variety of facilities to make Funds Transfers. Unless you instruct otherwise, we will use one or more of the following fund transfer systems:

- Fed Wire System (Fedwire)
- Society for World-Wide Interbank Financial Telecommunications (SWIFT)
- Clearing House Interbank Payments System (CHIPS)
- Any correspondent bank or bank we consider suitable under the circumstances or where a bank has closed or merged.

You accept and agree to the rules of the Funds Transfer payment system we, the beneficiary bank, and any intermediary bank may use.

You agree to pay us the current fees for Funds Transfers established in our published fee schedules. We may change our fees by providing you with prior notice.

**Changing or Recalling Funds Transfers**

If you wish to cancel or change an instruction after we receive it, we will use reasonable efforts to comply with your request. We cannot guarantee that we will be able to do so. You agree that we are not responsible if we do not cancel or change your instructions. You acknowledge and agree that the Bank may deduct from your account or from the amount of the transfer any additional charges that may apply to cancel or change an instruction.

**Sending Funds Outside the United States**

If you request that United States Dollars (USD) be sent to a foreign country, payment may instead be made in currency of the foreign country. We will calculate your payment based on the buying rate of exchange of the foreign currency on the date of the payment. The exchange rate will include a spread to us for making the exchange. Funds transfers may also be made from your foreign country currency deposit account.

If your transfer is returned, you agree to accept the refund in United States Dollars. We will calculate your refund based on the buying rate of exchange of the foreign currency on the date of the refund. The exchange rate will include a spread to us for making the exchange. You agree to accept this amount as a full refund, even if it is less than the original amount we transferred. You also agree to pay us any other charges and expenses we incur either as a result of a USD or foreign currency Funds Transfer.

- International Beneficiary Account Numbers. Mexican banks require an eighteen digit Clave Bancaria Estandarizada (CLABE) account number. Other international countries require that an International Bank Account Number (IBAN) must be provided. Both the CLABE and IBAN can only be obtained from the beneficiary. Sending a wire without the SWIFT BIC, International routing number, IBAN or CLABE may result in the wire being returned and the assessment of additional fees.

**Confirming Your Funds Transfer**

Confirmation of your Funds Transfer activity will appear on your account statement(s). You agree to review them and to notify us immediately of any errors, unauthorized transactions or irregularities.

**Rejecting Funds Transfers**

We may decide to reject any instructions we cannot verify or believe are unauthorized. If we cannot verify your Funds Transfer instructions to our satisfaction, you agree that we are not responsible if we do not execute your instruction. If you do not have sufficient funds available in your account(s) with us, we may, but are not required to, complete Funds Transfers you request. In such cases, you agree to pay us immediately for the amount of any overdraft incurred and for any related fees.

**Intermediary Bank Fees**

Union Bank may charge fees for sending or receiving a Funds Transfer. You acknowledge and agree that the Bank may deduct its fees from your account or from the amount of the transfer. You further acknowledge and agree that intermediary banks may deduct their fees from the amount of the transfer that they process (whether an outgoing or incoming transfer) and that a portion of such fees may be shared with the Bank. You authorize the Bank and such intermediary banks to deduct such fees, and you further authorize the Bank to share in such fees with such intermediary banks, as described above.

**Limiting our Liability**

Subject to the provisions of the California Commercial Code, we are not responsible for any loss, expense or liability related to:

- delay, inaccuracy, mis-execution, events, persons, or causes not within our reasonable control
- failure of others to accept payment
- subsequent wrongful dishonor resulting from our acts or failure to act
- accidents, strikes, fire, flood, war, riot, equipment failure, acts of third parties or acts of God

If we have met our obligations under this Agreement, you agree to indemnify and hold us harmless against any claim related to this Agreement or our performance of Funds Transfer services. You agree that any liability we have in connection with

this Agreement will be limited to direct loss to you, if any, plus interest. We make no warranty that the intended recipient of your Funds Transfer will receive the Funds Transferred. We are not liable for incidental, consequential, indirect, punitive or special damages that arise from this Agreement or relate to our making Funds Transfers.

**Changing or Terminating this Agreement**
We may change, delete, add to, or terminate this Agreement at any time if we provide you with notice. Any amendment or termination will only affect your or our rights and obligations for fund transfers that occur after the effective date of amendment or termination. You confirm your acceptance of the new terms by continuing to request Funds Transfers.

**WAIVER OF RIGHT TO JURY TRIAL; DISPUTE RESOLUTION BY JUDICIAL REFERENCE**
If you encounter a problem with a Funds Transfer, we ask that you bring it to our attention immediately. In most cases, a telephone call will quickly resolve the problem in an informal manner. If a dispute cannot be resolved informally, either you or the Bank may file a lawsuit.

**Disputes--Account Administered at a Banking Office in California**
If your account is at a banking office in California, the following applies:
All claims, causes of action, or other disputes concerning this Agreement (each a "Claim"), including all questions of law or fact relating thereto, shall, at the written request of any Party, be determined by Judicial Reference pursuant to the California Code of Civil Procedure. The Parties shall select a single neutral Referee, who shall be a retired state or federal judge. In the event that the Parties cannot agree upon a Referee, the Referee shall be appointed by the Court. The Referee shall report a Statement of Decision to the Court. Nothing in this paragraph shall limit the right of any Party at any time to exercise self-help remedies, foreclose against any collateral, or obtain provisional remedies. The Parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The Parties acknowledge that a jury will not decide the claims.

**Disputes--Account Administered at a Banking Office in Any State Other than California**
If your account is at a banking office in Oregon, Washington, or any state other than California, the following applies:
To the maximum extent permitted by law, you and the bank intentionally and deliberately give up the right to a trial by a jury to resolve all claims, causes of action, or other disputes concerning this Agreement (each a "Claim"), including all questions of law or fact relating thereto.

If the waiver of jury trial set forth above is not enforceable for any reason, then the Parties hereby agree that all Claims including all questions of law or facts relating thereto, shall, at the written request of any Party, by determined by Judicial Reference pursuant to the applicable statues of the state in which the banking office holding the account is located. The Parties shall select a single neutral Referee, who shall be a retired state or federal judge. In the event that the Parties cannot agree to a Referee, the Referee shall be appointed by the Court. The Referee shall report a Statement of Decision to the Court. Nothing in this paragraph shall limit the right of any Party at any time to exercise self-help remedies, foreclose against any collateral, or obtain provisional remedies. The Parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The Parties acknowledge that a jury will not decide the claims.

**Force Majeure and Sanctions Screening.** Except as otherwise provided by Reg E or the Division 11 of the California Commercial Code, the Bank will not be liable for its failure to perform its obligations under this Agreement to the extent that such non-performance is caused by extraordinary circumstances outside the Bank's control that could not have been reasonably anticipated. The Bank will not be responsible for delays in processing transfers or making funds available to the beneficiary if such delays were related to the Bank's or another bank's procedures for fraud and sanctions screening or in accordance with the Bank Secrecy Act (31.U.S.C. 5311 et seq.), office of Foreign Asset Control requirements, or similar laws.

**ADDITIONAL TERMS**

**Headings:** Headings are included for reference only and are not part of this Agreement.
**Waiver**: Waiver of any of the provisions of this Agreement will not constitute a waiver of other provisions.
**Agreement clauses stand alone:** All the provisions of this Agreement can exist independently of each other. If any provision is held invalid or unenforceable, all remaining provisions will continue to be valid and enforceable.
**Non-Assignability:** This Agreement is made exclusively for the benefit of you and us. You may not assign this Agreement without our written consent.
**Choice of law:** This Agreement is made under and governed by the laws of the State of California.