

CDARS Deposit Placement Agreement

You, the undersigned, enter into this CDARS Deposit Placement Agreement (this "*Agreement*") with ("*we*" or "*us*"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into certificates of deposit issued by other depository institutions.

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

1. CDARS Service and CDs

1.1. *CDARS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using CDARS®, the Certificate of Deposit Account Registry Service®, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a certificate of deposit that a Destination Institution issues for your funds through the CDARS service (a "*CD*"), the amount of our outstanding placements of your funds at the Destination Institution through CDARS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

1.2. *CDs at Destination Institutions*

(a) Each CD, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution that issues the CD. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) You may not add to or amend a CD, and no secondary market for the CDs exists. Unless an exception applies, you will incur a substantial early withdrawal penalty if you withdraw funds from a CD before maturity.

2. Your Relationship With Us

2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the CDARS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the CDs.

(b) Each CD will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the CD to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the CDs and all your security entitlements and other related interests and assets with respect to the CDs, and we will treat you as entitled to exercise the rights that constitute the CDs. All interests that we hold with respect to the CDs will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the CDARS service and any interest on those funds.

2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the CDs to another custodian, but you may dismiss us as your custodian with respect to a CD and request that the CD be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a CD has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the CD directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the CD and you will not be able to enforce any rights with respect to the CD against the Destination Institution through us.

3. Custodial Account, Depositor Identifier, and Interest Rate

3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the CDs (a "*CDARS Custodial Account*").

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your CDARS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the CDARS service or Promontory Network's ICS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

3.2. *Interest Rate*

(a) For a placement of your funds at a given time in CDs of a given maturity, the interest rate for the CDs will be a rate to which you and we agree for the CDs (the "*Interest Rate*"). The Destination

Institutions have agreed that interest on CDs will accrue and compound daily at the Interest Rate.

(b) Interest payment frequency may vary depending on the term of the CD. In all cases an interest payment will occur at maturity, and if the CD term is greater than 52 weeks, an interest payment will also occur at each year-end during the term. You may contact us to learn the available interest rate frequencies for a particular CD term. We may give you the option to choose disbursement of interest payments to you by one or more of check, transfer, or credit to principal.

(c) Payment of the full amount of all accrued interest on a CD at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. *CDARS Placement Requests*

(a) You may initiate the placement of your funds through CDARS by submitting to us a request for such placement (a "*CDARS Placement Request*"). If we accept the CDARS Placement Request, we will submit to Promontory Network a corresponding order for placement of funds through CDARS (a "*CDARS Order*").

(b) Promontory Network will designate a day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*") as a Business Day for which we may submit a CDARS Order (a "*CDARS Order Date*").

(c) When you submit a CDARS Placement Request, we will inform you on request of (i) available CDARS Order Dates, (ii) the CD maturity and payment terms available on CDARS Order Dates, (iii) the penalties that will be imposed for early withdrawal, and (iv) any limits with respect to placing funds.

(d) You may obtain information about the terms and conditions of CDs available through CDARS on a CDARS Order Date at www.CDARS.com/products.

(e) For processing of a CDARS Placement Request on a CDARS Order Date, unless you and we have agreed in writing to other arrangements, you must (i) submit the CDARS Placement Request by the time for submitting such a request set forth in Schedule 1 (the "*CDARS Placement Request Time*") and (ii) have on deposit in an account with us sufficient immediately available funds, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance, by the funding time set forth in Schedule 1 (the "*CDARS Funding Time*"). You authorize us to place a hold on such funds until after the requested CDARS placement occurs.

(f) Your funds in an account with us described in Section 4.1(e)(ii) or otherwise, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk associated with having deposits with us that exceed the SMDIA.

4.2. *Depositor Control*

(a) You may obtain a list of Destination Institutions from a contact person we have identified in Schedule 3 or to whom we refer you if a person identified in Schedule 3 is not available (a "*CDARS Allocation Contact*").

(b) You may exclude Destination Institutions from eligibility to receive your funds as set forth in Section 4.3, and you may reject Destination Institutions at which your funds are proposed to be placed as set forth in Section 4.4. You approve the placement of your funds at Destination Institutions that you do not exclude or reject. You may not direct us to place funds at a particular Destination Institution or specify the amount to be placed at a particular Destination Institution.

4.3. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through CDARS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting a CDARS Allocation Contact. If you add an exclusion in this manner, the new exclusion ordinarily will be effective within one Business Day after the first Business Day on which we have received the request from you.

(c) If, on a Business Day, there are outstanding deposits of your funds at Destination Institutions that we have placed for you using the ICS service under a TIN or other depositor identifier that is the same as the Depositor Identifier for this Agreement, our placement of your funds at Destination Institutions for that Business Day in CDARS:

(i) will not include placement at a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through ICS, and

(ii) will not cause the balance in the CDs at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at the Destination Institution through ICS, to exceed the SMDIA.

4.4. *Review and Approval of Proposed Placements*

(a) After the deadline for submitting CDARS Orders for a CDARS Order Date, Promontory Network will prepare a proposed allocation of your funds to Destination Institutions through CDARS (a "*CDARS Proposed Allocation*").

(b) You may obtain the CDARS Proposed Allocation from a CDARS Allocation Contact at or after the notification time for it specified in Schedule 3 (the "*CDARS Allocation Notification Time*") up to the response time for it specified in Schedule 3 (the "*CDARS Allocation Response Time*").

(c) To reject any one or more of the Destination Institutions identified in the CDARS Proposed Allocation, you must inform a

CDARS Allocation Contact of the rejection by the CDARS Allocation Response Time. If you reject a Destination Institution by the CDARS Allocation Response Time, we will add the rejected Destination Institution to your List of Exclusions.

(d) Subject to the other provisions of this Agreement, including those concerning limits on placements, your funds will be placed at Destination Institutions identified in a CDARS Proposed Allocation that you do not reject by the CDARS Allocation Response Time.

(e) If you reject one or more of the Destination Institutions by the CDARS Allocation Response Time, or if one or more of them becomes unavailable for placement for any reason, a result may be that only a portion of your funds, or none of your funds, will be placed at Destination Institutions. We will inform you of the amount of your funds that will not be placed, and you may request that we submit a CDARS Order for your unplaced funds on another CDARS Order Date. We do not guarantee that funds you submit for placement will be placed at Destination Institutions, in whole or in part.

4.5. *Issuance; Confirmation and Statements*

(a) On the date for settlement of CDARS placements for a CDARS Order Date (the "*CDARS Settlement Date*"), which is ordinarily the first Business Day after the CDARS Order Date, each Destination Institution at which your funds are being placed will issue a CD through BNY Mellon acting as its issuing agent. The issued CDs will be uncertificated time deposits, evidenced by book entry as set forth in Section 2.1(b) and not by an instrument.

(b) You will receive from us a written confirmation of the issuance of the CDs and periodic account statements that will reflect your ownership of the funds. The confirmation of CD issuance and the periodic account statements will be the only evidence that you will receive of your ownership of the funds. You should retain the confirmation and the account statements for your records.

5. Maturity, Resubmission, and Early Withdrawal

5.1. *Maturity and Resubmission*

(a) The CDs will mature on the maturity date shown on the confirmation of CD issuance. At maturity, the principal amount of each CD, plus any unpaid accrued interest, will be paid to you. The CDs will not automatically renew or roll over, and interest will not continue to accrue after the maturity date.

(b) If you wish to resubmit the proceeds of maturing CDs to be placed again through CDARS, you must contact us and submit, in advance of maturity, a request to resubmit funds for placement through CDARS (a "*CDARS Resubmission Request*") or take advantage of the preauthorized resubmission process described in Section 5.1(c).

(c) When you submit a CDARS Placement Request, you may enter into a written agreement with us that preauthorizes the resubmission at maturity of the proceeds of maturing CDs for placement through CDARS (a "*CDARS Resubmission Agreement*").

5.2. *Early Withdrawals*

(a) You may withdraw a CD before maturity, subject to a substantial early withdrawal penalty. A penalty applies to any early withdrawal, except that a penalty will not be charged for early withdrawal on the death of an individual who is the sole owner or a joint owner of the funds or the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Destination Institution that issued the CD may be required to invoke the exception.

(b) For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the Interest Rate. The penalty for early withdrawal of such a CD is equivalent to substantially all the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the Interest Rate for approximately one-half the number of days in the full term. The penalty for early withdrawal of such a CD is equivalent to approximately one-half of the interest that would have been earned over the full term and may invade principal. The schedule of early withdrawal penalties may be viewed at www.CDARS.com/products.

(c) Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("*IRA*") (but not a Roth IRA) may incur a tax penalty if the beneficiary does not begin making withdrawals from the IRA after age 70-1/2. A CD held in an IRA is not exempt from early withdrawal penalty merely because the beneficiary must withdraw the CD to avoid a tax penalty.

(d) Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by contacting us, at which time you may specify the one or more of the CDs for which you request early withdrawal. If you choose not to specify one or more of the CDs to withdraw, early withdrawals will be made using an automated process that generates random selections based on amount.

(e) Early withdrawal proceeds ordinarily will be available to you within two Business Days after we receive your early withdrawal request. Early withdrawal proceeds will not be available, however, until they are paid to us by the Destination Institution that issued the CD being withdrawn. Neither we nor any other person or entity will be obligated to advance funds to you for early withdrawal of a CD.

6. FDIC Insurance Considerations

6.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through CDARS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the CDs will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a CD at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a CD after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a CD under its original terms or offer you a choice between receiving early payment of the CD without penalty or

maintaining the CD at a different rate. If you choose to accept a new interest rate on the CD, you must terminate your custodial relationship with us with respect to the CD and have it titled on the records of the acquiring institution in your own name. Thereafter, you will have no relationship with us with respect to the CD and will receive any further payments on the CD directly from the acquiring institution.

6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7. Additional Considerations

7.1. *Reciprocal and One-Way*

(a) We may participate in the CDARS service through one or both of two different forms of the service. When we place your funds using CDARS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using CDARS® One-WaySM, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the CDs will be earned at the Interest Rate, whether we use CDARS Reciprocal or CDARS One-Way in placing your funds. Available rates may be different depending on which form of CDARS we use. In CDARS Reciprocal, the fee we pay to Promontory Network may affect available rates. In CDARS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through CDARS.

(c) Schedule 4 includes two boxes relating to which form of the CDARS service we may use for placement of your funds. If you check the first of these two boxes, we may use CDARS Reciprocal, CDARS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only CDARS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through CDARS, in accordance with Schedule 4, satisfies the restrictions.

7.2. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the CDs to other available certificates of deposit and other kinds of investments before choosing placement of your funds through CDARS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions that issue the CDs, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

7.3. Allocation Considerations and Compensatory Payments

(a) The CDARS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the CDARS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the CDs, and our rights and obligations under this Agreement, to a new custodian that participates in CDARS. Alternatively, you could exercise your right to have the CDs recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

7.4. Mutual Institution Voting and Subscription Rights

(a) Your funds may be placed in a CD at a Destination Institution that is in the mutual form of organization. Such a CD will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a CD as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion,

we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the CD recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

8. Other Provisions

8.1. Release and Use of Identifying Information

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with CDARS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of CDARS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

8.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the CDs by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the CDs, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

8.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through CDARS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you on the CDARS Order Date, in a CDARS placement at a Destination Institution

under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 4.3(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through CDARS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. A reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this CDARS Deposit Placement Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

SCHEDULE 2 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Deposits With Us That Exceed the SMDIA

Although we will not place your funds through CDARS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000, your balances on deposit with us may exceed the SMDIA. For example, when funds of yours in an account with us are awaiting placement through CDARS, they will be subject to a single SMDIA until they are placed through CDARS and become deposits at Destination Institutions after CDARS settlement. If you cannot accept the risk of having deposits with us that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the funds collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Allocation Contacts, Notification, and Response

1. CDARS Allocation Contacts

Except as we otherwise inform you, CDARS Allocation Contacts are as follows:

Name/Title	Telephone Number

2. CDARS Allocation Notification Time and CDARS Allocation Response Time

Except as we otherwise inform you or as otherwise stated at www.CDARS.com/products, the CDARS Allocation Notification Time and the CDARS Allocation Response Time are as follows:

- (a) The CDARS Allocation Notification Time for a CDARS Order Date is 3:00 PM Eastern time on the CDARS Order Date.
- (b) The CDARS Allocation Response Time for a CDARS Order Date is 4:00 PM Eastern time on the CDARS Order Date.

SCHEDULE 4 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

If you check this box, we may use CDARS Reciprocal, CDARS One-Way, or both for our placement of your funds through CDARS.

If you check this box, we will use only CDARS Reciprocal for our placement of your funds through CDARS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through CDARS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions should also include the institution's FDIC certificate number or transit routing number if available. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: _____

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "*Agreement*") with ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "*Relationship Institution*") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "*Deposit Accounts*") and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the "*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the "*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the "*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)