

# Terms and Conditions

BNY MELLON, N.A.

## Overview

This document outlines the terms and conditions that apply to the Account Application and Agreement (collectively, the "Agreement") between you and BNY Mellon, National Association, a national banking association with its principal office in Pittsburgh, Pennsylvania (hereinafter referred to as "BNY Mellon, N.A.>").

## I. Definitions and Relationships

**"Account Communications"** means account statements, trade confirmations and/or other notices, disclosures and other information related to Your Account including without limitation, prospectuses, quarterly, semi-annual or annual shareholder reports, proxy statements, and legal and regulatory notices and documents.

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

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

**"Applicable Law"** means all applicable federal and state laws, rules and regulations, and any applicable notices, advisories, guidelines or requirements issued by a governmental entity, regulatory authority, or self-regulatory organization.

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

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

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

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

Your **"Investment Advisor(s)"** or **"Advisor"** to which you have granted authority over Your Account(s) is an individual or organization serving as your registered investment advisor or separate account manager. Your Investment Advisor(s) is responsible for managing Your Account(s), and has sole responsibility for determining the appropriateness of advisory fees charged to Your Account(s).

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

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

**"Pershing Advisor Solutions"** refers to Pershing Advisor Solutions LLC, which is a broker-dealer and a member firm of FINRA. Pershing Advisor Solutions has been designated by BNY Mellon, N.A. as an Affiliated Service Provider to perform certain administrative functions for bank custody accounts.

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

**"Securities, Commodities, and other Property"** includes, but is not limited to, any money, securities, as well as commodities of every kind

and all contracts and options relating to them, whether for present or future delivery, that may be held in Your Accounts.

**"Website"** means the website(s) maintained by or on behalf of BNY Mellon, N.A. or its Affiliated Service Provider that enables you and your Investment Advisor to access Your Account information and perform other activities.

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

**"Your Account"** refers to your custody account maintained by BNY Mellon, N.A.

## II. Roles of BNY Mellon, N.A. and Your Investment Advisor(s)

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

- 1) hold the assets in safekeeping facilities (including, without limitation, facilities of affiliates), in central depositories (including, without limitation, the Depository Trust Company), in the Book Entry System of the U.S. Treasury Department, or with other similar organizations in the U.S. or elsewhere, as may be required for the secure and efficient handling of the assets;
- 2) collect and receive on your behalf all income and other payments and distributions due with respect to the assets, and any funds arising out of or in connection with the assets; provided, however, that BNY Mellon, N.A. shall not be responsible for the failure to receive payment (or late payment) of distributions with respect to Securities or other Property held in Your Account except to the extent such failure is a result of BNY Mellon, N.A.'s gross negligence or willful misconduct;
- 3) make income and principal disbursements and deliver assets in accordance with your signed Funds Transfer Agreement and as additionally specified in Your Account Application and Agreement with BNY Mellon, N.A.

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

You also authorize BNY Mellon, N.A. to:

- (a) remit checks to you at your address of record as instructed by your Investment Advisor;
  - (b) disburse funds or assets held in Your Account(s) based on any signed authorization you submit; and
  - (c) transfer assets between Your Account(s) with same registration at the direction of your Investment Advisor(s).
- 4) forward promptly all proxies relating to the assets to your Investment Advisor or Investment Advisor's written designee for voting by your Investment Advisor or said designee;

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

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

7) to the extent BNY Mellon, N.A. advances funds to Your Account (e.g. for disbursement or to effect the settlement of purchase transactions), BNY Mellon, N.A. may, in its sole discretion, advance funds in any currency hereunder. If an overdraft occurs in an account (including, without limitation, overdrafts incurred in connection with the settlement of securities transactions, funds transfers or foreign exchange transactions) or if you are for any other reason indebted to BNY Mellon, N.A. under this Agreement, you agree to repay BNY Mellon, N.A. on demand or upon becoming aware of the amount of the advance, overdraft or indebtedness, plus accrued interest at a rate then charged by BNY Mellon, N.A. to its clients in the relevant currency. Your Account assets can be used to satisfy your debt and other obligations to BNY Mellon, N.A., regardless of any advances made by BNY Mellon, N.A. in connection with those securities and other property, provided, however, that if BNY Mellon, N.A. caused the overdraft due to its error or negligence BNY Mellon, N.A. shall clear such overdraft without cost to you or the Account as soon as is reasonably possible. In order to secure repayment of your foreign exchange transaction obligations to BNY Mellon, N.A. or any affiliate of BNY Mellon, N.A. or any other derivatives transactions entered into by BNY Mellon, N.A. or any affiliate of BNY Mellon, N.A. and you, you hereby pledge and grant to BNY Mellon, N.A. individually and as collateral agent for any affiliate of BNY Mellon, N.A. a continuing first lien and security interest in, and right of setoff against: (a) all of your right, title and interest in and to all accounts in your name and the Securities, money and other Property now or hereafter held in such accounts (including the proceeds thereof); (b) each account with respect to which or for whose benefit the advance, overdraft or indebtedness relates and the securities, money and other property now or hereafter held in such account (including the proceeds thereof); (c) any other property at any time held by BNY Mellon, N.A. on your behalf. However, securities and other property you hold in retirement account(s) maintained by BNY Mellon, N.A., which may include IRAs or qualified plans, are not subject to this general lien. Retirement account funds may be used only to satisfy your debt or other obligations BNY Mellon, N.A. that relate to your retirement account(s);

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

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

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

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

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

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

**Form in Which Property Held.** In providing safekeeping for the Property, an Affiliated Service Provider may hold Property that is represented in the following forms: 1) in nominee name; 2) in bearer form; 3) in book entry form at BNY Mellon, N.A.; 4) in book entry or physical form at a clearing agency as defined in Section 3(a)(23) of the Exchange Act that is registered or exempt from registration under Section 17A(b) of that act ("Clearing Agency") or in a bank (including an Affiliated Service Provider) as defined in Section 3(a)(6) of the Exchange Act ("Bank Custodians"); and 5) as the nature of the Property may require, in a central securities depository or similar organizations located outside the United States ("Non-U.S. Depositories," together with Bank Custodians and Clearing Agencies, the "Sub-Custodians").

**Use of Sub-Custodians.** BNY Mellon, N.A. and its Affiliated Service Providers shall exercise reasonable care in their selection and use of Sub-Custodians in light of the prevailing trading and processing practices that are specific to the jurisdictions or markets in which transactions in, or related to, the Property occur ("Market Practices"). BNY Mellon N.A. shall be responsible for the gross negligence of its Sub-Custodians pursuant to specific individual agreement and as is customary practice in such jurisdictions. BNY Mellon, N.A. shall not be responsible or liable for any Losses by Advisor, you or any persons claiming through them, arising as a result of: (i) the insolvency of a Sub-Custodian, except to the extent such Losses are a result of BNY Mellon, N.A.'s gross negligence or willful misconduct; or (ii) the deposit or maintenance of Property at Sub-Custodians specified by Investment Advisor(s) or you. Advisor understands that clearance and settlements of transactions in Property may be impacted by the Market Practices. Absent their gross negligence or willful misconduct, neither BNY Mellon, N.A., any Affiliated Service Provider, nor their Personnel will be liable to Advisor or you or any persons claiming through them for any Losses that may be incurred as a result of the Market Practices applicable to the Property.

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**Registration and Settlement of Property.** In providing safekeeping for the Property, BNY Mellon, N.A. shall: (i) register the assets in the name of BNY Mellon, N.A. or its nominees, or in the nominee name of any central depository, clearing corporation or Sub-Custodian used by BNY Mellon, N.A., (ii) with respect to any or all of the Property, settle purchases and sales, and engage in other transactions relating to the Property, including free receipts and deliveries, exchanges and other voluntary corporate actions, with any person, agent, financial institution, partnership, corporation or other recipient designated by your Investment Advisor or you pursuant to instructions provided by your Investment Advisor under the authorization granted in Section III (Y) of the Terms and Conditions of this Agreement, and (iii) attend to the exchange, conversion or surrender of Property as applicable.

**B. Acknowledgements and Agreements.** In consideration of the services provided by BNY Mellon, N.A. or its Affiliated Service Provider, you understand, acknowledge and agree that:

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

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

3) You shall not hold BNY Mellon, N.A. or its affiliates, officers, directors, employees, representatives or agents liable for any trading losses incurred by you.

4) BNY Mellon, N.A. and its affiliates shall not be responsible or liable for any acts or omissions of your Investment Advisor(s) or the members, affiliates, officers, partners, directors, employees, representatives or agents of your Investment Advisor(s). BNY Mellon, N.A. makes no representations or warranties about the Investment Advisor(s) or their services. You shall not hold BNY Mellon, N.A., its members, affiliates, officers, directors, employees, representatives or agents liable for any trading losses incurred by you.

5) BNY Mellon, N.A. is not affiliated with your Investment Advisor(s), and your Investment Advisor(s) does not act as an agent of BNY Mellon, N.A. The Investment Advisor(s) may have other business relationships with BNY Mellon, N.A. Unless otherwise disclosed to you, your Investment Advisor(s) is not controlled or employed by BNY Mellon, N.A.

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

7) Neither BNY Mellon, N.A. nor its affiliates, are responsible for determining the initial and ongoing appropriateness of all fees that may be charged to Your Account(s) ("Service Fees"). Neither BNY Mellon, N.A. nor its affiliates mandate or determine the amount of Service Fees that the Investment Advisor(s) may charge for management of Your Account(s).

## III. General Terms

**A. Accounts.** You are requesting that BNY Mellon, N.A., open an account(s) on a fully disclosed basis in the names listed as account owners on the Agreement you submitted. You represent that you have received, read, and understood this Agreement, and that you agree to be bound by the terms of the Agreement as amended. You understand that BNY Mellon, N.A. or its Affiliated Service Provider may send new and updated disclosures regarding Your Account(s) to your Investment Advisor.

**B. Fees.** You understand that your Investment Advisor(s) negotiates your charges with BNY Mellon, N.A. and/or broker-dealers who service Your Account(s). You should contact your Investment Advisor for more information. You acknowledge that you have received and reviewed the Schedule of Charges applicable to Your Account at BNY Mellon, N.A. prior to executing this Agreement and that during the course of your Investment Advisor's relationship with BNY Mellon, N.A., your Investment Advisor will provide you any revised or new Schedule of Charges applicable to Your Account at BNY Mellon, N.A.

You authorize BNY Mellon, N.A. to deduct Investment Advisory fees, and its custody fees from Your Account. You acknowledge that BNY Mellon, N.A.'s fees may change at any time, and that they are separate from advisory fees charged by your Investment Advisor. You also understand that you are not entitled to any fee rebates if Your Account(s) are cancelled or liquidated during a period for which fees have already been charged.

You understand that your Investment Advisor may recommend that you purchase mutual funds or other investment products, and that BNY Mellon, N.A. and its affiliates may receive servicing, distribution or other revenues from mutual funds (whether affiliated with BNY Mellon, N.A. or not).

**C. Applicable Rules and Regulations.** All transactions executed for Your Account by BNY Mellon, N.A., its affiliates or agents, are subject to Applicable Law.

**D. Delivery of Communications.** Communications may be sent to you at your current postal or email address on file at BNY Mellon, N.A.'s office, as appropriate, or to another address you give BNY Mellon, N.A. in writing. All communications, whether by mail, messenger, email or otherwise, shall be deemed as given to you personally whether you actually receive them or not. Notices to BNY Mellon, N.A. should be addressed to:

BNY Mellon, N.A.  
One Pershing Plaza, 4th Floor  
Jersey City, New Jersey 07399  
Attention: Legal Counsel

## E. Website Access Terms and Conditions; Electronic Delivery Consent.

1) You expressly agree and acknowledge that your use and any Authorized Users' use of the Website is subject to the terms and conditions of use that are posted on Pershing's NetXInvestor website and/or the Website, including, without limitation, any disclaimers of warranties and other notices therein. Such terms and conditions may be amended from time to time by posting them on Pershing's NetXInvestor website and/or the Website. Continued use of the Website by You or your Authorized Users will constitute your acceptance of the then-current terms and conditions.

BNY Mellon, N.A. or its Affiliated Service Provider will provide a user ID and password for accessing the Website. You agree that you are solely responsible for: (a) safeguarding and keeping confidential your password and user IDs that you and your Authorized Users use to access the Website and any information that is retrieved from the Website. You agree that you and your Authorized Users will only access the Website from devices with industry standard anti-virus/anti-malware protection. You agree to accept responsibility for all activities that occur under such user ID(s) or password(s).

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

Use of this online service is at your sole risk. The Website service provided herein is on an "as is," "as available" basis and without warranties including, without limitation, those of merchantability, fitness for a particular purpose or non-infringement, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Website service. Neither BNY Mellon, N.A., nor Pershing nor their respective members, affiliates, officers, partners, directors, employees, representatives, agents, contractors, information providers or services, warrants timeliness, sequence, accuracy, completeness, reliability or content of electronic information or that Website service will be uninterrupted or error free. You agree to abide by this Agreement as it may be amended from time to time; amended terms will be posted on the Website. You agree that BNY Mellon, N.A., its Affiliated Service Provider or your Investment Advisor may send notices related to online activity in Your Account to the email address(es) that you have provided directly to your Investment Advisor or by registering on the Website.

b) You agree that your Investment Advisor and BNY Mellon, N.A. or its Affiliated Service Provider may make the Account Communications available in an electronic form as described herein instead of mailing them in paper form.

Account Communications will be made available to you online via a Website maintained by or on behalf of BNY Mellon, N.A. and your Investment Advisor. Account communications will be available in portable document format (PDF). You affirm that you have installed a recent version of Adobe Acrobat Reader or other software application that enables you to view and print Your Account Communications. You may print or save a copy of any of the Account Communications at any time. You may request a mailed copy of any of Your Account Communications by contacting BNY Mellon, N.A. or your Investment Advisor.

An electronic mail ("email") notification will be sent when Account Communications are available to be accessed on the Website. The email will provide you with the URL of the Website. The email notification(s) will be sent to the email address(es) you provided directly to your Investment Advisor or provided by registering on the Website. You may view and verify your email address(es) via the Website, and change the email address(es) through the Website or by contacting your Investment Advisor.

In the event of an email notification failure as defined by BNY Mellon, N.A., BNY Mellon, N.A. may discontinue electronic delivery and mail Your Account Communications in paper form until you re-enroll through the Website. If you lose access to the Website, you should contact your Investment Advisor to have your access reinstated. By providing this Electronic Delivery Consent, you affirm that you have provided a valid email address directly to your Investment Advisor or by registering on the Website, have access to the Internet and are at least 18 years of age. You agree that electronic delivery of the Account Communications is deemed accepted, regardless of whether you access or view a particular account communication document. You acknowledge that any Authorized Users for Your Account(s) are able to make changes to the electronic delivery settings for Your Account, and you agree to accept responsibility for such changes.

This Electronic Delivery Consent is effective until revoked. You may revoke your consent and resume receiving paper Account

Communications by changing your delivery preferences on the Website, or by contacting your Investment Advisor directly for assistance.

If you do not want to receive documents electronically, you must check the appropriate box(es) in Step 8 of the Agreement or change your paperless preferences on the Website. Please note that BNY Mellon, N.A. may charge fees for sending your paper documents.

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

**G. Reliance on Investment Advisor(s).** You authorize BNY Mellon, N.A. or its Affiliated Service Provider to act on instructions received from your Investment Advisor(s) without any duty to inquire as to their accuracy or suitability, as specified in your Funds Transfer Agreement and this Agreement with BNY Mellon, N.A.

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

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

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

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

You or your Investment Advisor may instruct BNY Mellon, N.A. or its Affiliated Service Provider to direct proxies and corporate mailings to you by sending us separate written directions.

**L. Joint Accounts.** Unless you specify otherwise, BNY Mellon, N.A. will assume that your Joint Account(s) is held by all of you jointly with

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rights of survivorship (payable to either you or to your survivor). Each joint tenant irrevocably appoints the other as attorney-in-fact to take actions on his or her behalf and to represent him or her in connection with this Agreement. BNY Mellon, N.A. is fully protected in acting, but is not required to act, on the instructions of any of you in sending documents or other communications to any of you, or in dealing with any of you. Each of you is liable, jointly and individually, for any amounts due to BNY Mellon, N.A. under this Agreement, whether incurred by either or all of you. In its discretion, BNY Mellon, N.A. may require all joint account holders to sign any document or to furnish written instructions with respect to any action.

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

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

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

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

**Q. Entire Agreement.** This Agreement represents the entire agreement between you and BNY Mellon, N.A. and supersedes all prior agreements.

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

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

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

(c) After either party's termination or an automatic termination of this Agreement, it is understood and agreed that You are responsible for Your own Accounts. After termination, You will only be allowed to liquidate and/or transfer Property in Your Account. Neither BNY Mellon, N.A. nor Pershing will be responsible for advising You for suitability of liquidations or transfers. BNY Mellon, N.A., in its sole and absolute discretion, may require, upon prior written notice, You to

close Your Advisory Client Accounts, or transfer Your assets, subject to Applicable Law.

**S. Amendment or Waiver.** You agree BNY Mellon, N.A. may amend or modify this Agreement at any time upon prior written notice to you. You understand that your continued Account activity or the act of not closing your Account after such modification constitutes your acceptance to be bound by all modifications to this Agreement. If you do not accept the changes, you must notify BNY Mellon, N.A. of your refusal in writing and Your Account(s) will be closed. However, you will remain liable for any outstanding debits and/or charges on Your Account(s).

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

**U. Privacy.** BNY Mellon, N.A. does not sell information about current or former clients to third parties, nor does it disclose information to third parties unless it is necessary to process a transaction, maintain Your Account(s), is otherwise permitted or required by law or as is otherwise permitted in this Agreement. BNY Mellon, N.A. may share non-public personal information with third parties affiliated with either your Investment Advisor(s) or BNY Mellon, N.A. BNY Mellon, N.A. may also share Your Account(s) information with third parties hired by your Investment Advisor(s) or BNY Mellon, N.A. to provide account management services. If you apply for, request or establish a Credit Facility or Deposit Account with BNY Mellon, N.A. the following additional terms and conditions regarding your privacy will apply:

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

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

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

BNY Mellon, N.A. maintains physical, electronic, and procedural safeguards to protect your personal information. Within BNY Mellon, N.A., access to this information is limited to only those employees of BNY Mellon, N.A. who need to know it in order to perform their job

# Terms and Conditions

BNY MELLON, N.A.

functions. All BNY Mellon, N.A. employees are required to keep all client information strictly confidential.

For additional information about the BNY Mellon, N.A. Privacy Policy, please review the disclosures on our website at [www.bnymellon.com](http://www.bnymellon.com).

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

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

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

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

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

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

**Z. Assignment.** This Agreement may not be assigned by either party except that: 1) BNY Mellon, N.A. will provide you with at least thirty (30) days prior written notice of an intended assignment and your failure to object in writing will be treated as appropriate consent to such assignment; and 2) BNY Mellon, N.A. may assign this Agreement to an affiliate without your consent.

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