



MEEDER

# GOVERNMENT INSURED DEPOSIT PROGRAM

POWERED BY FICA

Informational Booklet  
and Application



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For more information about GIDP visit [MeederGIDP.com](http://MeederGIDP.com)

# What is GIDP?

## WHAT IS GIDP?

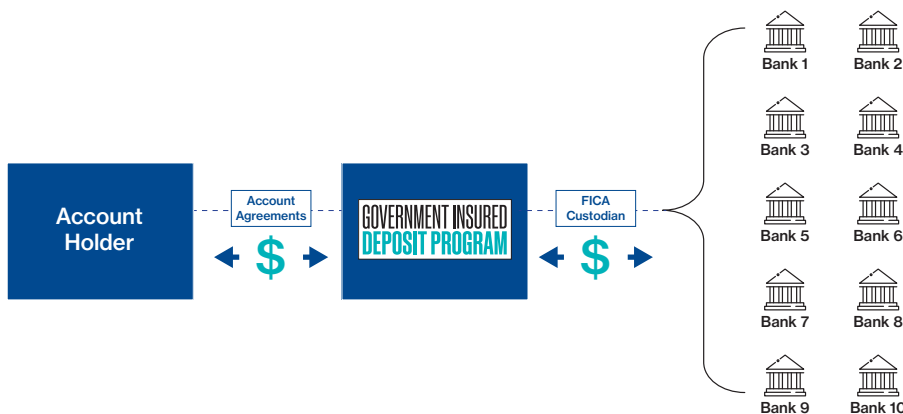
GIDP is an innovative cash management option that provides a competitive yield on deposits in a network of carefully-selected FDIC-insured banks via a single, convenient account. Deposits will be distributed by the custodian as directed by the Federally Insured Cash Account<sup>SM</sup> ("FICA") program to multiple banks in amounts that will never exceed the Federal Deposit Insurance Corporation ("FDIC") maximum amount (currently \$250,000). GIDP seeks to deposit funds in participating banks with an objective to provide the safety of full FDIC insurance, a competitive yield and the convenience of managing a single account.

## GIDP CLIENTS HAVE THE ADVANTAGE

- Secure FDIC-insured bank deposits (maximum deposit of \$25 million per client)
- Competitive yield
- Access account information via [MeederGIDP.com](https://MeederGIDP.com)
- Consolidated monthly account statements
- No-fee transfers to and from your GIDP account
- Daily fund deposits and withdrawals with next-day liquidity

To invest in GIDP, to receive assistance in opening an account, or to learn the current yield on the program call toll-free: 1.855.648.7587 or visit our website at [MeederGIDP.com](https://MeederGIDP.com).

## HOW GIDP WORKS



**Open One Account**—Complete the GIDP application documents to open your account.

**Deposit Funds**—Transfer funds from your account of record to the custodian, who will then deposit funds into selected FDIC-insured participating banks.

**Withdraw Funds**—Instruct GIDP to have your funds transferred from participating banks to your account of record.

# GIDP Federally Insured Cash Account<sup>SM</sup> Program Summary

The following is a summary of GIDP, which is powered by the FICA program. This summary is qualified in its entirety by the terms set forth in your Administrative Agreement, beginning on page 13.

## INTRODUCTION

GIDP allows clients to deposit funds into a single, convenient account ("Account"), which in turn will be deposited through the FICA program into multiple banks so the amounts that a single client has on deposit in any single bank through GIDP will never exceed the FDIC insurance amount as set by the FDIC.

GIDP is designed for clients to deposit funds in a fully FDIC-insured bank deposit program that offers a competitive yield and the ability to withdraw funds daily. The program provides access to hundreds of carefully-screened banks via a single, convenient Account.

GIDP is not a mutual fund or pooled account; instead, each Account is a separately managed account in which the client directly owns the bank deposits made on its behalf.

## ADMINISTRATOR

Meeder Asset Management, Inc., 6125 Memorial Drive, Dublin, Ohio 43017, serves as administrator of GIDP ("Administrator") and provides the following services: process paperwork necessary to open your GIDP Account, provides all customer service functions including facilitating deposits and withdrawals, answering questions from and distributing communications to clients, and ensuring maintenance of the GIDP website. Administrator will provide various other administrative services as described in the agreement ("Administrative Agreement").

## FEDERALLY INSURED CASH ACCOUNT<sup>SM</sup>

FICA is an innovative product that ensures cash deposits have full FDIC insurance coverage from an extensive proprietary network of carefully-screened banks. On a daily basis, each client can view their deposits by bank. StoneCastle Cash Management, LLC ("StoneCastle") is the administrator ("FICA Administrator") of the FICA program. StoneCastle will utilize its FICA program to direct your funds to FDIC-insured banks through the Custodian.

## STANDARD & POOR'S COMMENTARY

In a notice on February 21, 2011, Standard & Poor's Senior Director included the following statement: "We evaluated the Federally Insured Cash Account<sup>SM</sup> ("FICA") program managed by StoneCastle Cash Management. In our opinion, for our Principal Stability Fund Ratings or 'PSFRs' (i.e. AAAM), we view the credit risk of FICA as equal to U.S. government sovereign credit rating (currently 'AAA'), as deposits in FICA are FDIC-insured up to the \$250,000 maximum amount per bank." Contact Administrator for a copy of the complete notice.

## PROGRAM OBJECTIVES

The objective of GIDP is to provide safety and capital preservation through FDIC-insured bank deposits with an attractive yield and the ability to deposit and/or withdraw funds daily. GIDP seeks to achieve these objectives by depositing funds in bank savings and demand accounts.

## FDIC INSURANCE

Client's funds are deposited into depository accounts ("Depository Accounts") at depository banks ("Depository Banks") along with funds from other clients in GIDP and the FICA program in a manner such that the amount each client has on deposit in any single bank will never exceed the FDIC insurance limit. In the event of a failure of a Depository Bank, Advisor will promptly cause the Custodian to submit an insurance claim to the FDIC on behalf of the clients who have amounts on deposit at the Depository Bank.

FDIC insurance coverage could be impacted by clients having additional money held at Depository Banks outside of GIDP. Neither the Administrator nor Advisor nor Custodian takes any responsibility for money clients may have at a Depository Bank outside of the GIDP program. Clients are solely responsible for monitoring their FDIC coverage at any Depository Bank where clients have directly made deposits to ensure that their funds on deposit at any Depository Bank do not exceed the standard maximum insurance amount. If clients have funds at a Depository Bank held outside of their Account, they may request in writing that the Advisor not deposit funds from their Account into any such Depository Bank by completing a Bank Exclusion Form available by visiting [MeederGIDP.com](http://MeederGIDP.com) or calling 1.855.648.7587.

## HOW TO OPEN AN ACCOUNT

In order to initiate participation in GIDP, the attached application forms and Administrative Agreement must be completed and submitted in one of the following ways.

- Mail all completed GIDP documents to:  
GIDP, P.O. Box 7177, Dublin, Ohio 43017.
- Send electronic copies of completed GIDP documents to:  
[clientadmin@meederinvestment.com](mailto:clientadmin@meederinvestment.com).
- Fax completed documents to: 1.614.766.6669

## DEPOSITS

There is a \$250,000 minimum initial deposit required to open an Account with the Meeder GIDP program. There is no minimum amount required for subsequent deposits or balances. The maximum total deposit available per Account (per tax identification number) is \$25 million; this amount is subject to change based on market or business conditions. All deposits must be in U.S. dollars.

To initiate deposits, an authorized individual must call GIDP at 1.855.648.7587 to request banking instructions to wire into your GIDP account. Once funds are received in your Account, the funds will be transferred to the Depository Banks. The amount deposited at each Depository Bank through the FICA program will never exceed the standard maximum deposit insurance amount as set forth by the FDIC.

Funds must be received into your GIDP Account by 11:00 a.m. (ET) on any business day for transfers of such amounts to be initiated to the Depository Banks on such date. In the event funds are received after 11:00 a.m. (ET), the funds will be deposited the following business day. If funds are received after 11:00 a.m. (ET), the funds will be invested that day in a AAA-rated treasury money market fund with total fund assets in excess of \$500 million, and the transfer will be initiated to the Depository Banks the following business day.

## ACCESS TO FUNDS

Withdrawals from your GIDP account may be made on any business day by 1:30 p.m. ("Withdrawal Deadline(s)"). In the event that a Withdrawal Deadline falls on a holiday, the transaction will take place the next business day.

In order to initiate a withdrawal request, an Authorized Person must provide instruction to the Administrator in one of the following ways:

- a. Forms available online – Visit [MeederGIDP.com](http://MeederGIDP.com)
- b. Phone – Call 1.855.648.7587.
- c. Mail – Send written instruction, on letterhead, signed by an Authorized Person, to GIDP, P.O. Box 7177, Dublin, Ohio 43017.
- d. E-mail – Send written instruction, on letterhead, signed by an Authorized Person, to [clientadmin@meederinvestment.com](mailto:clientadmin@meederinvestment.com).
- e. Fax – Send written instruction, on letterhead, signed by an Authorized Person, to 1.614.766.6669.

Any trade instructions that originate by fax or email requires a live telephone follow-up before the instruction becomes effective.

Administrator reserves the right to take reasonable measures to verify a withdrawal request, and will not be held liable for any delays caused by such verification measures. In the case of partial withdrawals from your Account, Advisor will determine from which Depository Banks your withdrawal request will be processed.

## DETERMINATION OF INTEREST RATES

Interest rates paid on deposits in the Depository Accounts are determined at the discretion of each Depository Bank based on prevailing economic and business conditions and are subject to change at any time and without notice. The interest clients have earned on their deposits will be indicated on their account statement. Current interest rates at individual Depository Banks will not be shown on account statements. Clients will only earn interest while their funds are on deposit through one or more Depository Accounts at the Depository Banks.

## PROGRAM YIELD

Clients with an account balance of \$250,000 or more are eligible to earn interest. All clients meeting this minimum balance will earn the same monthly Account yield. The yield that is earned on your Account for each month will be shown on your Account statement. Contact the Administrator or visit [MeederGIDP.com](http://MeederGIDP.com) for the current yield. All quoted yields represent the past performance from the prior month, which is no guarantee of future results.

## WEBSITE

The program website is [MeederGIDP.com](http://MeederGIDP.com). Clients may use their online access ID and password to access current account balances, view each Depository Bank in which their funds are deposited, and view statements. In addition, Account documents relating to the program may be found on the website.

## ACCOUNT STATEMENTS

All Account statements will be provided via electronic copy ("e-statement") available on the program website at [MeederGIDP.com](http://MeederGIDP.com). Clients will receive an e-mail when their account statement is available for viewing. Clients will be required to use their online access ID and password in order to view, print or save the e-statement account information. By signing the Administrative Agreement, Clients specifically consent to electronic delivery of Account statements and any other disclosures relating to the Account(s) to the e-mail address provided to the Administrator. Clients are responsible for notifying the Administrator of changes in the e-mail address to be used for such purposes. Clients will not receive paper statements.

The Account statement will include the aggregate of the opening and closing balances in the Account, the net accrued interest earned, and the list of banks in which deposits have been placed. Clients will not receive a separate statement from the Depository Banks. Clients should download and retain all Account statements. Clients must notify the Administrator immediately of any discrepancies noted on their Account statement.

## CHANGING AUTHORIZED PERSONS

Authorization forms and signatures should be filed for each Account when the finance officer or other Authorized Persons change. Information and forms are available by calling 1.855.648.7587 or online at [MeederGIDP.com](http://MeederGIDP.com).

Contacting GIDP. All mail should be sent to:

Mailing Address: GIDP  
P.O. Box 7177  
Dublin, OH 43017

Email: [clientadmin@meederinvestment.com](mailto:clientadmin@meederinvestment.com)

Fax: 1.614.766.6669

Phone: 1.855.648.7587

Normal business hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. (ET).

For information on GIDP, to request withdrawals, to request forms, or to inquire about current yields, please email [clientadmin@meederinvestment.com](mailto:clientadmin@meederinvestment.com) or call 1.855.648.7587.

# GOVERNMENT INSURED DEPOSIT PROGRAM

STONECASTLE

# FICA

## FICA® ACCOUNT OPENING INSTRUCTIONS

Prospective account owners must complete all of the documents contained in this package to establish a Federally Insured Cash Account ("FICA®") and return them to Meeder Asset Management, Inc., ("Meeder"). The Account Owner is the person or entity in whose name the account will be held. The Account Owner must certify that they have the legal authority to execute the Account Opening Documents.

### ACCOUNT OPENING DOCUMENTS INCLUDE THE FOLLOWING:

1. The completed FICA Account Application
2. FICA Insured Depository Exclusions Form
3. Administrative Agreement
4. Limited POA
5. W-9 Tax Form (most current IRS version available)
6. FICA Custody Agreement
7. FICA Terms & Conditions
8. Documentation of existence of your organization

You must supply documentation to substantiate the existence of your organization (i.e, Articles of Incorporation/Formation/Organization, Trust Agreements, Partnership Agreement or other official documents). Please call the Meeder Asset Management, Inc., ("Meeder") Client Services Team at 855.648.7587 for information on what forms may be required.

To have documents reviewed before the account is established, you may scan and e-mail the documents as a PDF file to [clientadmin@meederinvestment.com](mailto:clientadmin@meederinvestment.com). Meeder or SCCM reserves the right not to open the account for any prospective client. For additional information call the Meeder Client Services Team at 855.648.7587.

## CLIENT PRIVACY NOTICE

Your privacy is of critical importance to us. This Privacy Notice sets forth our policies with respect to nonpublic personal information of account owners, prospective account owners and former account owners. These policies may be changed at any time, provided a notice of such change is given to you. You provide us with personal information such as your address, tax identification number, assets and/or income information, (i) in these account opening documents and related documents, (ii) in correspondence and conversations with StoneCastle's and its service provider's representatives and (iii) through transactions in the FICA Program. We also may collect personal information about you from third party sources for regulatory or compliance purposes. We do not disclose any of this personal information about our account owners, prospective account owners or former account owners to anyone other than to our affiliates. Notwithstanding the foregoing, we may disclose such personal information to our attorneys, auditors, brokers, regulators and certain service providers to the extent permitted by law and, in such case, only as necessary to facilitate the acceptance and management of your FICA Account. Thus, it may be necessary, under anti-money laundering and similar laws, to disclose information about account owners in order to open an account for them. We will also release information about you if you direct us to do so, if compelled to do so by law, or in connection with any government or self-regulatory organization request or investigation. We seek to carefully safeguard your private information and, to that end, restrict access to nonpublic personal information about you to those employees and other persons who need to know the information to enable StoneCastle to provide services to you. We maintain physical, electronic and procedural safeguards to protect your nonpublic personal information.

## PATRIOT ACT

In compliance with the USA PATRIOT Act, all Financial Institutions are required to obtain the following information for all registered owners and all authorized individuals: Corporate Name, Phone Number, Tax ID Number and Permanent Street Address. Corporate, Trust and Other Entity accounts require additional documentation.

This information will be used to verify your true identity. We will return your application if any of this information is missing and we may request additional information from you for verification purposes.



FICA

STONECASTLE

FICA® ACCOUNT APPLICATION

Name of Entity/Individual:	Tax ID:
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Account Name (if different):
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Permanent Address (no P.O. boxes):
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Mailing Address (if different):
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City:	State:	Zip Code:
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Phone:	Fax:	E-mail:
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S-Corporation	C-Corporation	Partnership	Foundation/Endowment	Public Funds	Trust	LLC
Individual	Other:					

Check here if you are a government entity or affiliated with a government entity.
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Primary Contact Name:
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Phone:	Fax:	E-mail:
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**YOUR BANK INFORMATION FOR WIRE INSTRUCTIONS: WHERE WITHDRAWALS WILL BE SENT**

Bank Name:	ABA Number:
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Name of Account:	Account Number:
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City:	State:	Zip Code:
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Name of Banking Office or Account Representative (when applicable)
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Special Instructions (FBO/FFC):
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**ONLINE ACCOUNT ADMINISTRATOR**  
I authorize StoneCastle to list the following individual as the Online Account Administrator for my FICA Account.

Name:	Title:
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E-mail Address:	Phone:
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ONLINE ACCESS AUTHORIZATION		
I Authorize StoneCastle to provide the following individuals with access to my FICA Account. (Check Box If View Only)		
Name:	E-mail Address:	View Only

DEALER/REGISTERED INVESTMENT ADVISOR (IF APPLICABLE)			
Firm Name:		Advisor Name:	
Address:		Advisor Number:	
City:	State:	Zip Code:	
Phone:	Fax:	Check for View-Only Access	
E-mail:			

**ACCOUNT OWNER QUALIFICATION AS A "QUALIFIED PURCHASER"**

The Account Owner represents, warrants and certifies, by checking the box below, that the Account Owner is a "qualified purchaser" under the U.S. Investment Company Act of 1940, and the rules promulgated there under: **Check here**

**ACCOUNT OWNER QUALIFICATION AS A "QUALIFIED PURCHASER"**

The Account Owner represents, warrants and certifies, by checking the box below, that the Account Owner is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the U.S. Securities Act of 1933: **Check here**

**ACCOUNT OWNER QUALIFICATION AS A "QUALIFIED PURCHASER"**

The Account Owner and the person making the decision on behalf of such Account Owner to make a deposit in a FICA Account (if any) represents, warrants and certifies, by checking the box below, that on each date on which the Account Owner has a deposit in a FICA Account, the Account Owner is not subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), or in the case of any governmental employee benefit plan, not subject to any law, statute, regulation, provision or other governing provision which is similar to Section 406 of ERISA or Section 4975 of the Code. **Check here**

## ACCOUNT OWNER CONFIRMATION

By signing this form the Account Owner certifies that:

1. Account Owner has the full authority and legal capacity to open and make deposits in a FICA Account and determined that FICA is an appropriate investment.
2. It has received a copy of the FICA Terms and Conditions and agrees to be bound by such terms and conditions as set forth on the date of this application or as amended thereafter. If introduced by a Third Party, the Account Owner further acknowledges that it has received a current copy of SCCM's Form ADV Part 2A of StoneCastle and has reviewed the Third Party Disclosure Statement.
3. It understands that StoneCastle, the FICA Custodian and their service providers are not liable for any action resulting from instructions, which bear or appear to bear the signature of an authorized signor that reasonably appears to be genuine.
4. It agrees to be bound by the FICA website Conditions of Use and authorizes StoneCastle to provide online access in accordance with your instructions.
5. In the event of any conflict between the Resolutions referred to below under "Certification and Resolutions" and any other resolutions provided to StoneCastle, the Account Owner agrees that the Resolutions referred to below shall control.
6. Under penalty of perjury, all information provided in this Application is complete and accurate and will notify SCCM immediately of any material change occurring prior to the acceptance of its account.

## ACCOUNT OWNER(S) SIGNATURE

Persons with Legal Capacity to Sign on Behalf of the Entity named in the Account Owner Section.

Print Name:	Print Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

## SEND COMPLETED APPLICATION TO:

Email: <a href="mailto:clientadmin@meederinvestment.com">clientadmin@meederinvestment.com</a> OR Fax: 614.766.6669	Note: To have documents reviewed before the account is established, you may scan and e-mail the documents as a PDF file to <a href="mailto:clientadmin@meederinvestment.com">clientadmin@meederinvestment.com</a> . Meeder or SCCM reserves the right not to open the account for any prospective client. For additional information call the StoneCastle Client Services Team at 614.648.7587
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**IF APPLICABLE, ATTACH A CORPORATE RESOLUTION AND INCUMBENCY CERTIFICATE OR COMPLETE THE CERTIFICATION AND RESOLUTIONS ON PAGE 11; ALSO COMPLETE PAGE 12.**

**CERTIFICATION AND RESOLUTIONS (COMPLETE THIS SECTION IF APPLICABLE)**

SKIP ONLY if this Application is accompanied by a separate Corporate Resolution and Incumbency Certificate.

I, \_\_\_\_\_, Corporate Secretary (or other Corporate Officer) of the above named Account Owner, do hereby certify that:

1. That (a) the Account Owner is authorized to open a FICA Account; (b) the Persons set forth below in paragraph 2 are authorized, to execute the FICA Account Custody Agreement, this Application and all other documents necessary to open a FICA Account and to give all instructions and directions to StoneCastle Cash Management (“SCCM”) and the FICA Custodian in connection with the Account Owner’s FICA Account, including instructions to withdraw funds and to change the Account Owner’s wire instructions as described in the FICA Account Custody Agreement and to otherwise transact on all FICA Accounts in any manner permitted by SCCM and the FICA Custodian, and to designate persons to perform transactions with respect to each FICA Account; (c) Persons set forth below in paragraph 3 are authorized to give instructions to withdraw funds from the FICA Account; (d) SCCM and the FICA Custodian may rely on this authorization until each of SCCM and the FICA Custodian receives written notice revoking the authorization and until SCCM and the FICA Custodian have reasonable time to act on such notice; and (e) in the event of any conflict between this certification and any other resolutions adopted by SCCM or provided to SCCM or the FICA Custodian, the account holder agrees that these resolutions shall control.
2. The persons listed below have been duly appointed and qualified as, and currently are, authorized individuals of the Account Owner. I also certify that each person listed below holds the position listed opposite his or her name, and that the signatures below are the genuine original signatures of the persons indicated.

NAME (PRINTED)	TITLE	SIGNATURE:

3. The persons listed have authority, acting singly, to give instructions to withdraw funds from the FICA Account on behalf of the Account Owner and that the signatures below are the genuine original signatures of the persons indicated.

NAME (PRINTED)	SIGNATURE:

Signature of Secretary (or other Corporate Officer):

Name:	Title:	Date:
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Note: This person cannot be one of the authorized signers.



FICA

STONECASTLE

**FICA® INSURED DEPOSITORY EXCLUSION DISCLOSURE**

The undersigned requests that the Program Manager, StoneCastle Cash Management, LLC, exclude the following Insured Depositories from the Depositor's FICA Account. It is understood that if the depositor has any deposits at any of the Insured Depositories listed that they are not part of their FICA Account and are not covered under the FICA Terms and Conditions.

**I do not wish to exclude any Insured Depositories at this time. Check here and sign below.**

**INSTRUCTIONS:**

1. If you have any questions please call the FICA Client Services Team at 1.855.648.7587.
2. Complete all the information requested below, including the FDIC Certificate or NCUA Charter Number where appropriate.
3. You can obtain the FDIC Cert Number by visiting [www2.fdic.gov/idasp/](http://www2.fdic.gov/idasp/). You can obtain the NCUA Charter Number by visiting <http://mapping.ncua.gov/ResearchCreditUnion.aspx>.
4. If this list is longer, please include an Excel spreadsheet with the name of the financial institution, the FDIC Cert # / NCUA Charter #, City and State.
5. If you wish to exclude all credit unions from your FICA Account, please check the box below. By excluding all credit unions, the available capacity and rate on your FICA Account may be impacted.  
**I wish to exclude all credit unions from my FICA Account at this time.**
6. Please sign and return.
7. If there is a change in this information, please complete a new form and e-mail a PDF file to [clientadmin@meederinvestment.com](mailto:clientadmin@meederinvestment.com).

NAME OF INSURED DEPOSITORY	FDIC CERT/NCUA CHARTER	CITY	STATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			

FICA Account Name:	
Contact Name:	
Title:	Phone:
Signature:	Date:

# Administrative Agreement

This Administrative Agreement ("Agreement") is effective as of the date executed by and between Meeder Asset Management, Inc., ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client"). In consideration of the mutual promises, covenants, and undertakings set forth herein, the parties hereby agree as follows.

## 1. PROGRAM DESCRIPTION.

The Government Insured Deposit Program ("GIDP") is a cash management account ("Account") offered through an agreement with StoneCastle Cash Management, LLC, ("StoneCastle"), which manages the Federally Insured Cash Account ("FICA") program. Meeder provides administrative services to GIDP clients, including assistance with opening accounts and directing transfer of funds into and out of the program. Using a separate Limited Power of Attorney, Clients authorize Meeder to initiate transfers between accounts of record at the instruction of the Client to invest or redeem funds in the Account. Meeder does not have authority to designate, amend or modify Client accounts of record or to transmit funds outside of accounts of record without written client authorization. Client may terminate these instructions at any time.

## 2. ADMINISTRATIVE FEE.

Meeder receives an Administrative Fee representing a portion of the FICA Fee deducted from client accounts by StoneCastle. Under an agreement with StoneCastle, Meeder is eligible to receive compensation up to 0.10% of the average daily balance of the account for its role in recommending and administering the program, which fee may be waived in whole or in part in Meeder's discretion. Meeder is not affiliated with or a client of StoneCastle. This arrangement provides Meeder with an incentive to solicit and secure participation in the program. Meeder also has entered into other arrangements with StoneCastle unrelated to this relationship and for which it may receive other compensation. This Administrative Fee is taken out prior to published/stated yield on your GIDP statement.

## 3. THIRD-PARTY PAYMENTS.

In addition to the Administrative Fee, StoneCastle has agreed to compensate Meeder under a separate agreement for introducing StoneCastle to certain Ohio banks that are utilized by the FICA Program. Any compensation paid to Meeder under this program will not affect the program yield.

## 4. ENDORSEMENTS.

Meeder accepts clients referred through unaffiliated introducing advisers who solicit business for Meeder, but who are not affiliated with or a client of Meeder. Under an agreement with each introducing adviser, Meeder may pay a referral fee directly or through its affiliate, Meeder Advisory Services, Inc., equal to a portion of the Administrative Fee earned by Meeder. This arrangement provides the introducing adviser with an incentive to solicit and secure participation in the program. Meeder enters into other arrangements with its introducing advisers, unrelated to this relationship and for which they may receive other compensation.

## 5. CUSTODY.

Meeder will not assume physical custody of your Account or any portion of it. Each GIDP client establishes a custodial account with the FICA Custodian, which will act as the qualified custodian for the account, direct allocation of funds to Depository Banks and provide statements to clients in the program.

## 6. MEEDER'S REPRESENTATIONS.

Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

## 7. CLIENT'S REPRESENTATIONS.

Client represents and acknowledges that: (i) Client has the power and authority to enter into this Agreement; (ii) Client is the sole beneficial owner of the funds committed to the Account; (iii) the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit assets to the program; (iv) all investments in GIDP are permitted under the applicable investment policy, state investment codes or other statutes, regulations or rules governing the investment of Client funds; (v) Client has received the StoneCastle Form ADV and Meeder Privacy Policy; and (vi) Client has received the GIDP Fact Sheet concurrently with any written or oral endorsement of the FICA program.

## 8. ELECTRONIC DELIVERY.

Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, privacy policy, disclosure brochures, reports and other communications related to the Account.

## 9. CONFIDENTIALITY.

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client.

## 10. TERM.

Client may terminate this Agreement at any time by written notice to Meeder. Meeder may terminate this Agreement, suspend or modify program services provided for the Account upon thirty (30) days written notice to Client. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

**11. LIMITATION OF LIABILITY.**

Except for negligence, malfeasance or violation of applicable law, Meeder and its officers, directors or employees shall not be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. Meeder makes no representation that GIDP is an eligible investment under any investment policy or state investment code. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

**12. ASSIGNMENT.**

This Agreement may not be assigned by either party without the consent of the other party. Consent to assignment will be presumed in the event Meeder provides Client with notice of an assignment and Client does not object to the assignment within thirty (30) days following the date of the notice.

**13. AMENDMENT.**

This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

**14. AFFILIATES.**

To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

**15. GOVERNING LAW.**

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

**CLIENT**

Client Name:
By:
Title:
Signature:
Date:

# Exhibit A—Limited Power of Attorney

Date \_\_\_\_\_,

\_\_\_\_\_ (“Client”) appoints Meeder Asset Management, Inc. (“Administrator”) as Client’s true and lawful agent and attorney-in-fact for and in its name, place and stead to communicate and interface with StoneCastle Cash Management, LLC (“StoneCastle”) and other parties in order to facilitate Client’s participation in StoneCastle’s Federally Insured Cash Account (“FICA”) program. Client has separately executed or will execute an Application to participate in the FICA Program and a FICA Account Custody Agreement. Through this Limited Power of Attorney, Client specifically authorizes Administrator: (i) to direct the transfer of funds between the custody account and other accounts of record designated by Client upon direction and consent of the Client; and (ii) to complete, execute and deliver any and all documents and forms and to do and perform every act necessary or appropriate to be done in the exercise of the powers granted to it pursuant to this Limited Power of Attorney as fully as Client might or could do if personally present, except as limited in the next paragraph below. Except for the limitation stated in the next paragraph below, Client ratifies all that Administrator shall lawfully do or cause to be done by virtue of these presents, and hereby declares that any act or things lawfully done hereunder by Administrator shall be binding on Client and its legal representatives and assigns, unless and until the Client notifies StoneCastle in writing that it has terminated the Investment Advisory Agreement (the “Agreement”) with Administrator and this Limited Power of Attorney therefore is terminated.

Notwithstanding the delegation of authority granted in the previous paragraph, Administrator shall have no authority to transfer assets or funds in the Account to or for the benefit of Administrator or any of its affiliates, except with respect to fees and expenses described in the Agreement, and all other transfers shall be made solely upon the direction and consent of the Client. Administrator shall have no authority to make, change, modify or alter any wire instructions for a Client Account. StoneCastle shall not act on any change or modification of wire instructions unless said changes are requested directly by Client in writing.

This Power of Attorney shall, in all respects, be governed, construed and interpreted by the laws of the State of Ohio. StoneCastle and all third parties may completely, unconditionally and conclusively rely on the authority given herein, without inquiry of any kind as to whether such authority is being or has been validly exercised (or as to whether such authority has been revoked or modified). StoneCastle and all third parties shall not be liable or held responsible for any losses or harm that Client may suffer from such reliance.

Signature:	Printed Name:
Title:	
State of:	County of:

On \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to above in the within Power of Attorney, and he/she acknowledged to me that he/she executed such instrument in his/her authorized capacity on behalf and in the name of the Client (as set forth in such instrument), and that by his/her signature on such instrument said person, and the entity upon which said person acted, executed the instrument under due authority.

WITNESS my hand and official seal.

Notary Public:
State of:
County of:

(Seal)





## FICA Account Custody Agreement: Government Insured Deposit Program (“GIDP”) <sup>1 2</sup>

U.S. Bank National Association

Client’s Name: \_\_\_\_\_

Date: \_\_\_\_\_

This agreement (“Agreement”) describes the terms of the FICA custody account (“FICA Account”) that we, U.S. Bank National Association, are creating for you, the entity indicated above. This Agreement outlines the rights and responsibilities of each party, the services we intend to provide, and other information you should know.

The FICA Account Terms and Conditions: GIDP (*Effective June 1, 2021*) attached as Annex A to this Agreement (“FICA Program Terms and Conditions”) are hereby incorporated by reference and made a part of this Agreement. Capitalized but undefined terms used herein shall have the respective meanings set forth in the FICA Program Terms and Conditions. By signing this Agreement, you are also confirming your appointment of StoneCastle Cash Management, LLC (“StoneCastle”), to act as your authorized agent to conduct the activities set forth in the FICA Program Terms and Conditions.

Please read this Agreement and the FICA Program Terms and Conditions carefully before signing this Agreement.

### 1) Our Commitments

#### We agree:

- a) To create and maintain a FICA Account for you, which is a custody account, in which we will custody funds you transmit to us as part of the FICA Program and your deposits in the Depository Accounts at Insured Depositories. For purposes of this Agreement, an “Insured Depository” shall be a commercial bank or savings institution the deposits of which are insured by the Federal Deposit Insurance Corporation (“FDIC”).
- b) To transfer uninvested funds in your FICA Account to Depository Accounts at Insured Depositories, in accordance with instructions we receive from StoneCastle.
- c) To transfer uninvested funds in your FICA Account to you, in accordance with instructions from you or others you may authorize, and subject to the FICA Program Terms and Conditions and all applicable laws and regulations.

#### Our custody services:

- a) Act as your custodian with respect to funds you transmit to us as part of the FICA Program and your deposits in the Depository Account(s) at each Insured Depository.
- b) Keep records as to the amount of your money on deposit in each Insured Depository.
- c) Collect interest on deposits that you have in Depository Accounts at Insured Depositories and credit such interest to your FICA Account as directed by StoneCastle pursuant to the FICA Program Terms and Conditions.
- d) Make payments from your FICA Account that you instruct us to make from uninvested cash or, with respect to the payment of FICA Fee that StoneCastle instructs us to make on your behalf.
- e) Keep records of all transactions and holdings in your FICA Account.
- f) Provide periodic electronic statements of account activity, account balances, tax reporting information, if applicable, and any other legally required information.

<sup>1</sup> Items required for instructions are located on page 7.

<sup>2</sup> Contact information is located on page 8.

## 2) Your Commitments

### You agree:

- a) To have us open a FICA Account for you, to appoint us the custodian for all assets you deliver to this account, and to allow us to provide the services described in this Agreement.
- b) To provide the names and signatures of all persons authorized to give instructions or otherwise deal with us, along with sufficient documentation showing this authorization (such as a resolution, incumbency certificate, certificate of authority and the like). In addition, you agree to indicate any limitations on an individual's authority, and to notify us in writing of any changes in these arrangements (including providing any new names, signatures, or changes of address). In this regard, you agree that we shall follow the instructions of StoneCastle, your authorized agent, to conduct the activities set forth in the FICA Program Terms and Conditions and to transmit to us all information needed to maintain your account, such as address changes, authorization and delivery instructions for your electronic account statements, ACH instructions and verification of wire transfer instructions, if any.
- c) To accept full responsibility for all actions resulting from instructions given by StoneCastle and/or any other authorized person, acknowledging that as custodian we are not responsible in any way for investment decisions regarding the assets in your account.
- d) To ensure that the instructions we receive from you, or on your behalf, are in good order.
- e) To accept periodic electronic statements as sufficient information concerning transactions in your FICA Account, unless you indicate otherwise in the signatures section or in subsequent notice to us.
- f) To notify us immediately in writing of any discrepancy in a periodic account statement, and you agree that the absence of any notice to us within thirty (30) days of the statement date is the same as a written confirmation that you accept the statement, and all positions and transactions shown on it, as is.
- g) To provide us with sufficient information to allow us to verify your identity in accordance with applicable legal and regulatory requirements and to authorize StoneCastle and us to share all information that either of us may collect from or about you in connection therewith.
- h) To comply with all laws and regulations that apply to you and your relationship with us.
- i) To have us deduct the FICA Fee from your FICA Account in accordance with the FICA Program Terms and Conditions. In addition, you agree to pay us for any additional services to you, and our customary rates for similar accounts, with any fees, expenses or other amounts owing to us being calculated and deducted from your account in accordance with the FICA Program Terms and Conditions. Please see the FICA Program Terms and Conditions Section 9 "Account Fees and Charges."
- j) To follow the appropriate procedures when closing your account, as provided on page 7 below under "Closing An Account."
- k) That we shall have no duties, obligations or responsibilities under this Agreement except for such duties as are expressly and specifically set forth in this agreement as duties to be performed by us, and that no implied duties, obligations or responsibilities shall be read into this Agreement against or on the part of U.S. Bank National Association.
- l) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, we will ask for documentation to verify its formation and existence as a legal entity, and you agree to provide us with such documentation. We may also ask for financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation and you also agree to provide us with such information.

## 3) Communications Policies

**You can transmit your instructions:**

- a) In writing, with all necessary signatures and any other required documentation, delivered to a physical location or fax number indicated by us.
- b) By email to an address indicated by us, with a prompt follow-up confirmation in writing or by fax.
- c) Verbally (either by phone or in person), with a prompt follow-up confirmation in writing or by fax.
- d) Through StoneCastle pursuant to the FICA Program Terms and Conditions.

**You and we agree that:**

- e) We are permitted, but are not obligated, to act on verbal or email instructions prior to our receipt of proper written confirmation. Written instructions must be signed by someone who has authority to give instructions on the FICA Account.
- f) All communications in connection with this Agreement will be considered valid if delivered to the applicable address on the signature page.

**4) Rights We Reserve**

**We reserve the right:**

- a) To use our affiliates to perform services for your account.
- b) To charge your account a customary fee for any overdrafts.
- c) To reverse any transaction carried out in error.
- d) To take any steps we believe reasonable to exercise our powers and our obligations under this Agreement.
- e) To exercise any right under this Agreement or applicable law at any time, with the understanding that any delay or forbearance in executing a right will not be construed as a waiver of that right.

## 5) Limits of Our Responsibility

**You agree that we are not responsible for, and agree to release and indemnify us for, any loss, cost, or other damage (including attorneys' fees) that may result:**

- a) From investment management decisions and their outcomes, this being a custody account with us and not an investment management account.
- b) From following the terms of this Agreement.
- c) From acting to protect assets pending their distribution or other disposition.
- d) From any force or factor beyond our control, such as civil disturbances, attacks, war, acts of God, power or communications system failures, or the delay or negligence of others, or any other event of *force majeure*.
- e) From acting on any instructions we reasonably believe are authentic (whether verbal or in writing), including, without limitation, instructions from StoneCastle, or rejecting any instructions we reasonably believe are not authentic or are unauthorized.
- f) From delaying to act on any instructions we reasonably believe to be conflicting, incomplete, or otherwise not in good order.
- g) From assuming that all persons and entities authorized to provide instructions are in fact whom they are certified to be (both as to individual identity and to position held within an entity), until we have received a written notification otherwise.
- h) From taking, or abstaining from taking, any action in good faith based on legal advice from your or our lawyers.
- i) From any other actions we do or do not take, except to the extent determined to be caused by our own gross negligence or willful misconduct and in breach of the terms of this Agreement.

**You also agree that in any event:**

- j) We will be responsible only for direct damages, and not for any type of indirect, special, consequential, or punitive damages, even if we are aware of the potential for such damages.
- k) We are not responsible for the accuracy of information furnished by you or anyone else on your behalf.
- l) The FICA Program and the FICA Account are service marks of StoneCastle or its affiliates, not U.S. Bank National Association or any affiliate of U.S. Bank National Association. U.S. Bank National Association is not affiliated with StoneCastle or StoneCastle Partners, LLC. Neither U.S. Bank National Association nor or any affiliate of U.S. Bank National Association is liable or responsible in any manner whatsoever for the development of the FICA Program or the FICA Program Terms and Conditions, or the services provided including the FICA Account other than the custodian responsibilities specifically set forth in this Agreement and in the FICA Program Terms and Conditions. Neither U.S. Bank National Association nor any affiliate of U.S. Bank National Association is or will be liable or responsible in any manner whatsoever for StoneCastle's performance or any failure to perform StoneCastle's undertakings under the FICA Program or the FICA Program Terms and Conditions or in connection with the services including the FICA Account. In no event is U.S. Bank National Association or any affiliate of U.S. Bank National Association liable or responsible in any manner whatsoever for monitoring StoneCastle or selecting or monitoring the Insured Depositories.
- m) If wire transfer instructions are given to us in writing by or on your behalf, we are authorized (but not required) to seek confirmation of such instructions by telephone call-back to you or an authorized person for your FICA Account, and we may rely upon such telephonic confirmation of the instructions. You acknowledge and agree that this is a commercially reasonable security procedure.
- n) We are not obligated to make any independent investigation into the facts or matters stated in any notice, instruction, statement, certificate, request, waiver, consent or other paper or document provided to us.
- o) We shall not be liable for any action taken in good faith and reasonably believed by us to be within the powers conferred upon us under this Agreement.

- p) We shall not be deemed to have notice of any fact, claim or demand with respect to this Agreement unless actually known by an officer working in our corporate trust division or unless in writing received by us at the address mentioned on page 8 under “Contact Information” and specifically referencing this Agreement.
- q) No provision of this Agreement shall require us (i) to advance, expend or risk our own funds or (ii) to take action or forebear from action hereunder which might, in our reasonable judgment involve any expense or liability, unless we have been furnished indemnification acceptable to us.
- r) Our permissive right to take any action hereunder shall not be construed as a duty to do so.
- s) We may act or exercise our duties or powers hereunder through agents or attorneys, and shall not be liable for the actions of any such agent or attorney appointed and maintained by us with due care.
- t) Any corporation or association into which we may be merged or converted, or any corporation or association to which we may transfer all or substantially all of our corporate trust business, shall be our successor hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.
- u) We are not in any way liable for the acts or omissions of any Insured Depository and/or Sub-Custodian or their financial condition.

## **6) Terms Concerning This Agreement**

### **Each party agrees:**

- a) That this Agreement is binding on us and our successors and assigns.
- b) That this Agreement is binding on you and your successors and assigns, but that you will not assign this Agreement without our prior written consent.
- c) That if your interest in this account is assigned (in accordance with the FICA Program Terms and Conditions) or terminated for any reason, you or your successors and assigns are responsible for all obligations incurred in connection with your account, whether arising before or after the assignment or termination.
- d) That the provisions of Section 5 “Limits of Our Responsibility,” remain in effect even after your account is closed.
- e) That this Agreement may not be amended except in writing, and with the approval of you and us.
- f) That if any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## **7) Disclosures**

### **You understand and acknowledge:**

- a) That we may use your account assets to pay the fees and expenses set forth herein and in the FICA Program Terms and Conditions, including any amounts that may be owed us under Section 5 “Limits of Our Responsibility.”
- b) That the Depository Accounts are held in the name of a Sub-Custodian as custodian for persons and entities that are listed on its records, each acting for itself and on behalf of others.
- c) That this Agreement shall be governed by and subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflict of law provisions. Unless otherwise provided herein or in the FICA Program Terms and Conditions, StoneCastle, U.S. Bank National Association, a Sub-Custodian and the Insured Depositories may comply with applicable clearinghouse, Federal and correspondent bank rules in processing transactions for your FICA Account. You agree that neither Stone Castle nor U.S. Bank National Association is required to notify you of a change in those rules, except to the extent required by law.

- d) That any disputes will be subject to the exclusive jurisdiction of the State of Ohio's federal or state courts.
- e) As part of the FICA Program Terms and Conditions, to keep the terms of this Agreement confidential.

**8) Signatures**

**By signing below:**

- a) You represent that you are authorized to execute this Agreement.
- b) You agree that you have read and understand the terms of this Agreement, including:
  - i) FICA Program Terms and Conditions, including:
    - (1) our commitments;
    - (2) your commitments;
    - (3) our communication policies;
    - (4) the rights we reserve;
    - (5) the terms concerning this Agreement;
    - (6) the limitations on our responsibilities; and
    - (7) your agreement to release us from liability and hold us harmless.
- c) You agree to pay all fees incurred in the operation of your accounts as described in this Agreement.
- d) The officer signing for us indicates that we understand, accept, and will abide by, the terms of this Agreement.

**Accepted and Agreed to by:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**U.S. Bank National Association**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**StoneCastle Cash Management, LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ITEMS REQUIRED FOR INSTRUCTIONS**

The following items are required for each instruction from the type of account indicated. Orders that lack these items may not be executed.

**CORPORATION** Either a certificate of action of the Board of Directors or a written request signed by any of the officers indicated below.

**LLC** A written request signed by one or more of its members. If a member is a corporation, the instruction must be signed by any of the corporate officers indicated below.

**PARTNERSHIP** A written request signed by all (or less than all, if appropriate documentation is provided to us) of the general partners, or by the managing general partner. If a general partner is a corporation, its instruction must be signed by any of the corporate officers indicated below. If a general partner is itself a partnership, its instruction must be signed by all (or less than all, if appropriate documentation is provided to us) of the general partners, or by the managing general partner.

## **ELIGIBLE OFFICERS**

Chairman

President

Vice President

Secretary

Treasurer

Any other officer identified in an appropriate resolution or certificate of authority

## **CLOSING AN ACCOUNT**

You and we each have the power to end this Agreement and close the account. There are two ways this could occur:

- you send us written instructions directly or through StoneCastle to close the account, signed by an authorized person(s)
- we send you written notice that we are closing your account

When an account is closed, we deliver all assets in the account to you, once we have received a receipt for them, minus any fees due under the terms of this Agreement. We also provide a final statement within 30 days of the closing.

**CONTACT INFORMATION**

**StoneCastle Cash Management, LLC**

152 West 57th Street

35th Floor

New York, NY 10019

PHONE (866) 343-5516

FAX (866) 343-5516

EMAIL [clientservices@stonecastle.com](mailto:clientservices@stonecastle.com)

**U.S. Bank National Association**

Corporate Trust Services

One Federal Street, 3rd floor

Boston, MA 02110

Attention: Tara Nevins

PHONE (617) 603-6432

FAX (617) 603-6654

EMAIL [tara.nevins@usbank.com](mailto:tara.nevins@usbank.com)

**Client**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



FOR INTERNAL USE ONLY	
Client Name:	Date:

**FICA Account Terms and Conditions: Government Insured Deposit Program (“GIDP”)**

*Effective May 1, 2024*

**Introduction**

The Federally Insured Cash Account program, also known as the FICA Program (“FICA Program”), offered by StoneCastle Cash Management, LLC (“StoneCastle”) allows customers the ability to protect their money by placing it in deposit accounts at banks and savings institutions (collectively, “Insured Depositories”) in a manner that seeks to maintain full insurance of the funds by the Federal Deposit Insurance Corporation (“FDIC”). Funds will be deposited within StoneCastle’s network of Insured Depositories (“Deposit Network”).

The funds in your FICA Account will be held by U.S. Bank National Association (“U.S. Bank”), which will be acting as your custodian and as the custodian for the FICA Program. U.S. Bank, in its capacity as the FICA Program custodian, is referred to herein as the “FICA Custodian.” By opening a FICA Account, you are appointing StoneCastle as your program manager (“Manager”) and authorized agent as described herein.

StoneCastle will direct the FICA Custodian to deposit the funds that you deposit into your FICA Account (“Deposits”), along with funds from other participants in the FICA Program (each, a “FICA Depositor”) into one or more FDIC insured accounts (each, a “Depository Account”) at multiple Insured Depositories. The Depository Account(s) at each Insured Depository will be in the name of one or more sub-custodians (each, a “Sub-Custodian”) acting as custodian for the persons or entities who are listed on its records.

The money from your FICA Account is deposited at Insured Depositories in a manner currently designed to maximize FDIC insurance coverage which is fully guaranteed by the full faith and credit of the U.S. government. The FDIC Standard Maximum Deposit Insurance Amount (“SMDIA”) is currently \$250,000 per depositor, per insured depository.

The FICA Program deposit insurance limit can be obtained by calling (866) 343-5516.

These Terms and Conditions for the FICA Program are supplemental to those contained in your existing account agreements you were furnished in connection with opening your account with your investment advisor (“Advisor”), if applicable.

YOU UNDERSTAND THAT BY ENROLLING IN THE FICA PROGRAM, YOU ARE INSTRUCTING STONECASTLE AND THE FICA CUSTODIAN TO PLACE FUNDS RECEIVED FROM YOU INTO THE FICA PROGRAM. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE ENROLLING IN THE FICA PROGRAM.

By opening a FICA Account, you agree to the Terms and Conditions set forth herein.

**1) Initial Deposit and Account Eligibility**

The FICA Program does not require a minimum initial deposit to open a FICA Account and there is no minimum amount required for subsequent deposits. In order to obtain FDIC insurance in the FICA Program, you must provide proper and correct tax identification information to the FICA Custodian and StoneCastle.

The FICA Program is open to participants that are (a) both "accredited investors" under the Securities Act of 1933, as amended, and "qualified purchasers" under the Investment Company Act of 1940, as amended, and/or (b) U.S. (federal or state) governmental units.

The FICA Program is open to Benefit Plans (as defined below) with the prior approval of StoneCastle and the FICA Custodian, each at its discretion.

The term “Benefit Plans” is defined as (a) any “employee benefit plan” (as defined in Section 3(3) of Title I of ERISA) that is subject to the fiduciary responsibilities provisions of ERISA, (b) a plan described in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the “Code”) that is subject to Section 4975 of the Code, (c) any entity whose underlying assets include “plan assets” (within the meaning of the Plan Asset Regulations as in effect immediately after the effective date of Section 3(42) of ERISA as added by the Pension Protection Act of 2006) by reason of any such plan’s investment in the entity (or as such term is otherwise defined in the regulations promulgated by the U.S. Department of Labor under Section 3(42) of ERISA) or (d) any governmental plan which is subject to any statute, regulation, rule, policy or procedure similar to Section 406 of ERISA or Section 4975 of the Code.

## **2) Appointment of StoneCastle as your Agent**

By opening a FICA Account, you are appointing StoneCastle as your Manager and authorized agent to direct the FICA Custodian pursuant to these Terms and Conditions, which StoneCastle may modify by notice to you. See Section 22 “Changes to Terms and Conditions.”

StoneCastle will select the Insured Depositories into which the funds in your FICA Account will be deposited. StoneCastle will act as your agent in directing the FICA Custodian to deposit funds from your FICA Account into the Depository Account(s) at the Insured Depositories. If you make a withdrawal request, StoneCastle will act as your agent in directing the FICA Custodian to withdraw funds from the Depository Accounts and crediting such funds to your FICA Account. The FICA Custodian will transfer funds from your FICA Account to you as you direct pursuant to instructions satisfactory to the FICA Custodian. StoneCastle will also act as your agent to forward to the FICA Custodian the information needed to maintain your account with the FICA Custodian.

## **3) Information about StoneCastle, the FICA Custodian and the Insured Depositories**

StoneCastle is an administrator of deposit services. It is not, itself, a bank or broker-dealer. U.S. Bank is a national banking association. U.S. Bank is not affiliated with StoneCastle. StoneCastle has the right, in its sole discretion, to appoint a different custodian for your FICA Account with prior notice.

You agree that StoneCastle may direct funds in your FICA Account into Insured Depositories, including any Insured Depositories affiliated with StoneCastle, the FICA Custodian or any Sub-Custodian, subject to all applicable laws.

Each Insured Depository is a separate FDIC-insured depository institution. You can obtain publicly available financial information concerning any of the FDIC insured banks at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429 or by phone at 877-275-3342. Neither StoneCastle nor the FICA Custodian guarantees the financial condition of any Insured Depository, or the accuracy of any publicly available information concerning an Insured Depository.

The Depository Account(s) at each Insured Depository will be in the name of one or more Sub-Custodians. Each Sub-Custodian will be either a “Bank” as defined in Section 2(a)(5) of the Investment Company Act of 1940 or a wholly-owned subsidiary of a Bank. U.S. Bank and its affiliates may serve as a Sub-Custodian.

## **4) Appointment of StoneCastle as your Agent.**

By opening a FICA Account, you are appointing StoneCastle as your Manager and authorized agent to direct the FICA Custodian pursuant to these Terms and Conditions, which StoneCastle may modify by notice to you in accordance with Section 22 “Changes to Terms and Conditions.”

In its capacity as your Manager and authorized agent, StoneCastle will be authorized to: (i) keep records as to the amount of your money on deposit in each Insured Depository; (ii) take such action and sign all documentation which may be required for collection of any portion of the principal or interest on your FICA Account including any instrument required to affect any disposition of deposits; (iii) provide periodic electronic statements of account activity, account balances, tax reporting information, if applicable, and any other legally required information to receive payments for deposits and dispose of such payments as instructed; and (iv) provide the foregoing services to

you without charging any additional fees to you apart from a management fee (“FICA Fee”) that will be deducted from your FICA Account.

The FICA Custodian has no responsibility or liability with respect to the actions or omissions of StoneCastle; it has no duty to oversee, monitor or supervise StoneCastle, and has no duty to investigate, confirm, verify or otherwise inquire into any instruction it receives from StoneCastle (or concerning the authority or accuracy thereof) with respect to your funds or your FICA Account. The FICA Custodian will not be privy to instructions you may send to StoneCastle from time to time.

## **5) Transfers and Interest.**

Interest rates paid on deposits in Depository Accounts are determined by the Insured Depositories in their discretion based on prevailing economic and business conditions and such rates may change at any time without notice. The interest rate paid by any Insured Depository may fluctuate daily based on market conditions. The net interest earned on your deposits will be set forth in your account statement.

If your funds are received by the FICA Custodian by 3:00 p.m. (Eastern Time), your FICA Account will receive same day credit. In your monthly account statements, StoneCastle may estimate the aggregate amount of accrued but unpaid interest less any FICA Fee with respect to such interest, which amount cannot be withdrawn from your FICA Account until it is credited to the FICA Account. Any estimate of net accrued interest on your monthly account statement is for informational purposes only.

Each Insured Depository may profit from the difference between the interest it pays on the Depository Accounts and the income it earns on loans, investments, and other business operations.

Each Insured Depository may pay the FICA Custodian and/or StoneCastle fees for its services related to your Deposits equal to a percentage of the average daily deposit balance in the Depository Accounts at the Insured Depository. StoneCastle may share such fees with the FICA Custodian. The amount of any fees an Insured Depository pays could directly affect the interest rate paid by the Insured Depository on your Deposit. The fees paid to the FICA Custodian and/or StoneCastle by each Insured Depository may vary. The FICA Fee will be deducted from your FICA Account on the day interest from a Depository Account is credited to your FICA Account. See Section 9 “Account Fees and Charges.”

The rate you earn on your Deposits at any Insured Depository through the FICA Program may be higher or lower than the rates available to depositors making non-FICA Program deposits with an Insured Depository, rates available through other types of accounts at U.S. Bank, or rates offered by other depository institutions in comparable accounts. Any fees imposed under the FICA Program could reduce earnings on your Deposits. You should compare the terms, interest rates, charges and other features of the FICA Program with other accounts and investment alternatives. There is no minimum period that your money must remain in the FICA Program.

Interest will be accrued daily and posted monthly to the Depository Account. Interest will accrue on Deposits from the Business Day (as defined below) your funds are received in investible form by the FICA Custodian through the date you request those funds to be withdrawn. The “daily balance method” is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 of the applicable annual rate. Your withdrawal request should generally be fulfilled, with the withdrawal proceeds wired to an account that you designate, on the Business Day following the day your withdrawal request is processed. See Section 8 “Withdrawals.”

Funds must be posted to your FICA Account by 3:00 p.m. (Eastern Time) on any Business Day in order for the FICA Custodian to initiate a transfer of your funds to the Insured Depositories on the same day. If funds are received by the FICA Custodian after 3:00 p.m. (Eastern Time) on any Business Day or funds are received on a non-Business Day, then the FICA Custodian will generally initiate a transfer of your funds on the next Business Day, pursuant to instructions received from StoneCastle.

The transfers may not occur within the timeframes described above, and neither StoneCastle, the FICA Custodian nor any Sub-Custodian will be responsible for delays in the processing of funds transfers to or from your FICA Account or to or from Depository Accounts, or between Insured Depositories.

There is no minimum initial deposit required to open a FICA Account (as provided in Section 6 below), and there is no minimum balance required to maintain your participation in the FICA Program. There also is no minimum

period that your money must remain on deposit in the FICA Program. You may withdraw deposits from your FICA Account on any Business Day, and there is no limitation on the dollar amount of your withdrawals from, or deposits to, your FICA Account. There is no penalty or fees for withdrawal of your entire balance, or any part thereof, at any time.

## **6) Deposits**

There is no minimum initial deposit required to open a FICA Account and there is no minimum amount required for subsequent deposits. Funds must be posted to your FICA Account by 3:00 p.m. (Eastern Time) on a Business Day for transfers of such amounts to be initiated to the Insured Depositories on such date. See Section 5 “Transfers and Interest” above. You should call StoneCastle at (866) 343-5516, consult our website (web address separately provided by StoneCastle) or consult your Advisor, if applicable, for wiring instructions for your FICA Account. All deposits must be in U.S. dollars.

## **7) Insured Depositories**

Your monthly account statement will indicate the Insured Depositories in which your FICA Account funds have been deposited. Each Insured Depository is a separate federally insured depository institution. If you do not wish to have your FICA Account funds deposited into any specific Insured Depository, you must identify those institutions to StoneCastle using the Insured Depository Exclusion Form provided to you with the FICA Account opening documents. You are responsible for providing the completed Insured Depository Exclusion Disclosure to StoneCastle. StoneCastle in turn will be responsible for giving instruction to the FICA Custodian. StoneCastle will not direct any of your FICA Account funds into any such Insured Depository that you have elected to exclude unless you notify StoneCastle in writing that such exclusion request is no longer in effect. The FICA Custodian will have no responsibility or liability with respect to the selection, investigation or evaluation of any Insured Depository, and shall have no liability for the actions or omissions of StoneCastle or any Insured Depository. The FICA Custodian shall not be under any duty to investigate or reconcile (whether against your instruction to StoneCastle or otherwise) any instruction it receives from StoneCastle.

Amounts in your FICA Account along with funds from other FICA Depositors will be deposited by the FICA Custodian at the direction of StoneCastle into one or more Depository Accounts at multiple Insured Depositories. The Depository Account(s) at each Insured Depository will be named as follows (or in a substantially similar manner): “U.S. Bank National Association [or name of Sub-Custodian] as custodian for persons or entities who are listed on its records, each acting for itself and on behalf of others.” Each Sub-Custodian will act as sub-custodian for the FICA Custodian which acts as custodian for the FICA Depositors. In the event of the failure of an Insured Depository, where the deposits are not assumed by another Insured Depository, StoneCastle will promptly submit an insurance claim to the FDIC on behalf of the FICA Depositors who have amounts on deposit through one or more Depository Accounts at the Insured Depository. During the time your insurance claim is being processed by the FDIC, you will not have access to the funds that you had on deposit with such Insured Depository.

StoneCastle selects the Insured Depositories for the FICA Program. StoneCastle may, in its discretion, include additional Insured Depositories in the FICA Program, remove Insured Depositories from the FICA Program, allocate balances between Insured Depositories and determine the amounts and order of deposits into Insured Depositories, in each case in its sole discretion.

A Depository Account under the FICA Program is not covered by SIPC. SIPC is a non-profit member corporation funded primarily by member securities brokerage firms registered with the SEC. SIPC provides protection against risks to clients of member brokerage firms in the event of the failure of that member firm, but SIPC does not guarantee bank deposits. For more information about SIPC, see [www.sipc.org](http://www.sipc.org).

In the event that an Insured Depository rejects additional deposits, or decides to return funds to the applicable Sub-Custodian or the FICA Custodian (or closes the Depository Accounts at the Insured Depository entirely), or StoneCastle decides to withdraw funds in whole or in part from an Insured Depository, StoneCastle will direct the FICA Custodian to transfer such funds to one or more other Insured Depositories. See Section 5 “Transfers and Interest” above.

IN THE EVENT OF A FINANCIAL FAILURE OF ANY INSURED DEPOSITORY, NEITHER STONECASTLE NOR THE FICA CUSTODIAN SHALL HAVE ANY LIABILITY FOR ANY LOSSES THAT MAY RESULT. THE FICA CUSTODIAN AND STONECASTLE WILL COOPERATE IN SUBMITTING CLAIMS TO THE FDIC WITH RESPECT TO, BUT ARE NOT UNDER ANY DUTY OR OBLIGATION TO UNDERTAKE LEGAL ACTION AGAINST, ANY SUCH INSURED DEPOSITORY (WHETHER IN THE EVENT OF ITS FINANCIAL FAILURE, INSOLVENCY, RECEIVERSHIP, CONSERVATORSHIP, OR OTHERWISE).

## **8) Withdrawals**

Withdrawals from your FICA Account may be made on any Business Day, in any amount, not to exceed your total account balance in your FICA Account. Pursuant to federal regulations, Insured Depositories may exercise the right to require seven (7) days' notice before permitting a transfer of funds out of a Depository Account. You may request a withdrawal from your FICA Account by accessing our website (web address separately provided by StoneCastle) and by following the directions under the section entitled "Account Withdrawals," or, where appropriate, by contacting your Advisor. Withdrawals from the FICA Program cannot be made directly by you from any of the Insured Depositories. If you satisfactorily complete your withdrawal request by 3:00 p.m. (Eastern Time) on any Business Day, the withdrawal request should, under normal conditions, be initiated and processed via transfer at the Insured Depositories on such day. Your withdrawal request will usually be fulfilled, with the withdrawal proceeds returned to the account designated by you by the next Business Day. Please reference Section 11 for additional detail on the FICA Program's Days of Operation.

If your withdrawal request is completed after 3:00 p.m. (Eastern Time) on any Business Day, then it will be initiated and processed by 3:00 p.m. (Eastern Time) on the following Business Day and then your withdrawal request will be fulfilled on the day subsequent to the following Business Day.

If you decide to close your FICA Account or request a complete withdrawal, you may have to wait a period of time for all of the interest to be posted to your FICA Account since interest can only be credited to your FICA Account once interest is credited by the Insured Depositories to the Depository Accounts. Because the Insured Depositories do not generally post interest to a Depository Account on a same day basis, there may be a delay between the date of your withdrawal request and the date on which you receive all of the interest that accrued in the Depository Accounts to the effective date of your withdrawal.

StoneCastle and the FICA Custodian reserve the right to take reasonable measures to verify a withdrawal request, and StoneCastle and the FICA Custodian will not be held liable for any delays caused by such verification measures. In the case of partial withdrawals from your FICA Account, StoneCastle will determine from which Insured Depositories your withdrawal request will be processed.

StoneCastle and the FICA Custodian will not be held liable for any delay, failure or error by any Insured Depository in making payment on any Depository Account.

## **9) Account Fees and Charges**

The FICA Fee will be determined by StoneCastle and will be deducted from your FICA Account on the date on which interest from an Insured Depository is credited to your FICA Account. The FICA Fee charged may vary between Insured Depositories but will never exceed the gross interest earned by your FICA Account from the Insured Depositories at which the interest is earned. Neither the FICA Custodian nor any Sub-Custodian will charge you a separate fee for their services provided within the FICA Program and any such fee will be paid separately by StoneCastle.

In addition, with prior notice, the FICA Custodian may charge you for specific costs incurred in processing transactions as well as certain other administrative fees and expenses for unusual transactions including, but not limited to, wire requests, copies of statements and special research services (including, without limitation, to the extent any such fees or expenses may be charged by the FICA Custodian or any applicable Sub-Custodian).

Such amounts may be deducted by the FICA Custodian from the FICA Account. The FICA Custodian and StoneCastle reserve the right to charge additional fees with prior notice.

## 10) Account Statements

You will receive a monthly account statement from StoneCastle via our website (web address separately provided by StoneCastle). StoneCastle will send you and/or your Advisor an e-mail when your account statement is available for viewing. You will be required to use your online access ID and password in order for you to view, print or save e-statementaccount information.

By signing the FICA Account Custody Agreement, you consent to electronic delivery of your periodic account statements and any other disclosures relating to your account(s), either by forwarding such statements and disclosures or by providing a notification of availability and links to such statements or disclosures, to the e-mail address provided to StoneCastle. You are responsible for notifying StoneCastle of changes in the e-mail address to be used for such purposes.

All activity with respect to your FICA Account, including your account balance through one or more Depository Accounts at each Insured Depository, the net interest earned in your FICA Account and transaction history will appear on your account statement. The account statement will also include the aggregate of your opening and closing balances in your FICA Account. You will not receive a separate statement from the Insured Depositories.

You should download and retain all account statements. You must notify StoneCastle immediately of any discrepancies noted on your account statement. You agree that the absence of any notice to us from you to the contrary within thirty (30) days of the statement date is the same as a written confirmation that you accept the statement, and all positions and transactions shown on it, as is.

To access, print, or save your electronically delivered statement you must have:

- a personal computer with Internet and e-mail access;
- and Internet browser that supports 128-bit encryption. Any of Internet Explorer Version 6.0 or higher, Netscape Navigator Version 6.1 or higher, a Safari Version 4.0 or higher will enable you to receive and use our service. You will also need Adobe Acrobat Reader Version 5.0 or higher;
- a valid e-mail address; and
- access to a printer or storage such as a hard drive so that you can download and/or print statements and/or disclosures for your records.

## 11) Days of Operation

The FICA Program is open Monday through Friday, 8:30 a.m. until 5:30 p.m. (Eastern Time) except for holidays observed by the United States Federal Reserve System which are currently listed at <https://www.federalreserve.gov/aboutthefed/k8.htm> (each day the FICA Program is open is referred to herein as a "Business Day"). Deposits to, and transfers or withdrawals from your FICA Account may only be made on days that the FICA Custodian and any related Sub-Custodian and Insured Depository is open for business.

## 12) FDIC Deposit Insurance

The funds in your FICA Account will be deposited into Depository Accounts at the Insured Depositories along with funds from other FICA Depositors. StoneCastle as your agent and the FICA Custodian each keeps records of how much each FICA Depositor has on deposit in each Insured Depository. Your Deposits, plus interest earned thereon, are held in those Depository Accounts in a manner designed to currently provide you with FDIC insurance at each Insured Depository. StoneCastle, as your agent, allocates your Deposits among the Depository Accounts to seek to maximize deposit insurance coverage available under the FICA Program, FDIC deposit insurance coverage is normally available for your Deposits up to the SMDIA, which is currently \$250,000 per legal category of account ownership at each participating Insured Depository when aggregated with all other deposits held by you in the same Insured Depository and in the same legal category of account ownership. Thus, the maximum amount of Deposits eligible for deposit insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Insured Depositories that you have not excluded from receiving your Deposits under the FICA Program, less any funds that you may hold in an Insured Depository outside of the FICA Program in the same legal category of account ownership. **If you have funds at an Insured Depository outside**

**the FICA Program, your deposit insurance coverage for all of your funds at the Insured Depository may be adversely affected.**

The Insured Depositories holding your money will be listed on your account statement along with the amount of funds that you have on deposit in such Insured Depositories through the FICA Program. Any amount by which the sum of your direct deposits at an Insured Depository outside the FICA Program plus the amounts that you have on deposit in such Insured Depository through the FICA Program exceeds the applicable insurance limits of the FDIC, will not have deposit insurance. Therefore, if you do not wish to have your FICA funds deposited into any Insured Depository, you must identify those institutions to StoneCastle using the Insured Depository Exclusion Form provided to you with the FICA Account opening documents. StoneCastle will not direct any of your FICA Account funds into any such Insured Depository that you have elected to exclude unless you notify StoneCastle in writing that such exclusion request is no longer in effect. There will be a delay between the time you make your exclusion request and the time that such Insured Depository is excluded. If you exclude any Insured Depository, the maximum level of deposit insurance available under the FICA Program may decrease.

Neither StoneCastle nor the FICA Custodian nor any Sub-Custodians monitors or takes any responsibility for money you may have at an Insured Depository outside the FICA Program. You are solely responsible for monitoring your deposit insurance coverage at any Insured Depository to ensure that your funds at any Insured Depository do not exceed applicable deposit insurance limits. Therefore, you should review the Insured Depositories holding your money as listed on your account statement. It is your responsibility to check such list of Insured Depositories on a regular basis and notify StoneCastle whenever you have an existing or new deposit relationship with an Insured Depository. While the FICA Program was designed to limit the amounts that are on deposit from a single FICA Depositor in an Insured Depository in the FICA Program, please be aware that it is your responsibility to monitor the total amount of all deposits you have with any one Insured Depository.

Since your FICA Account is a custody account, assets that are held by the FICA Custodian (such as deposits in the Depository Accounts at Insured Depositories) for safekeeping in custody are not considered assets of the FICA Custodian. These assets remain the property of the FICA Depositor, whether such assets are registered in the FICA Depositor's name, the FICA Custodian's name, a Sub-Custodian's name or in nominee name. The FICA Custodian is simply acting as custodian, holding your assets on your behalf and performing duties such as collecting interest from the Insured Depositories.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The FDIC imposes special requirements for obtaining pass-through deposit insurance coverage for multiple levels of fiduciary relationships. In these situations, in order for deposit insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships; (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels; and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

Until your funds are actually received in investible form and processed by the Insured Depository, your funds may be insured at the FICA Custodian up to \$250,000 in total and not at the Insured Depository.

If, for any reason, the amount deposited in any Insured Depository exceeds the applicable SMDIA, the excess funds would not be insured by the FDIC. Neither StoneCastle nor the FICA Custodian, shall have any liability for any insured or uninsured portion of your Deposits in any of the Insured Depositories.

In the event that deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest up to the SMDIA per legal category of account ownership multiplied by the number of Insured Depositories shall be made to you. However, there is no specific time period during which the FDIC must make insurance

payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

### **13) Tax Withholding and Reporting**

The FICA Custodian may be required to withhold U.S. federal income tax at the prevailing rate on all interest payable to certain FICA Depositors who fail to provide their correct taxpayer identification number or to make required certifications, or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on accounts held by entities (individuals or corporations) that are neither citizens nor residents of the United States, except for Canadian residents, generally are not subject to withholding tax. Where required by applicable law, each FICA Depositor will be issued a Form 1099-INT which will set forth the gross interest earned (i.e., interest before fees) by a FICA Depositor from the Insured Depositories. Consult your tax advisor.

### **14) Transferability; Assignment**

The ownership of a FICA Account may not be transferred by you except with the express written consent of the FICA Custodian and StoneCastle or otherwise by operation of law. Any purported transfer shall not be binding on the FICA Custodian, StoneCastle or the Insured Depositories unless and until sufficient, acceptable documentation has been received by such entities. StoneCastle may assign and transfer its rights and obligations under the FICA Program, including, without limitation, pursuant to these Terms and Conditions, to one or more of its affiliates or subsidiaries or to any person that acquires all or substantially all of the assets of StoneCastle, without prior notice to you and without obtaining your consent.

### **15) Termination; Closing of Account**

StoneCastle may, at its sole discretion, and without any prior notice, terminate your participation in the FICA Program and cause the FICA Custodian to return funds in your FICA Account to your bank/Advisor account of record.

### **16) Ordinary Care**

The duties, responsibilities and standards of care of the FICA Custodian and any Sub-Custodian with respect to the matters described in these Terms and Conditions are governed and determined exclusively by the separate written agreements between StoneCastle and each such party, respectively. The FICA Custodian and each Sub-Custodian have no duties or responsibilities except as expressly set forth in such agreement to which they are a party, and they are each protected by the rights, protections and other terms and conditions contained therein. Any such duties or responsibilities that the FICA Custodian or any Sub-Custodian may have under those agreements are owed only to StoneCastle. Without limiting the foregoing, any liability for any act or omission by StoneCastle, the FICA Custodian, a Sub-Custodian or any Insured Depository or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission by StoneCastle, the FICA Custodian, a Sub-Custodian or any Insured Depository in reliance upon or in accordance with the rules and regulations of the Uniform Commercial Code, and NACHA or other clearinghouse rules, or any rule or regulation of any state or federal agency having jurisdiction over such party shall constitute ordinary care.

### **17) Personal Information**

You agree that StoneCastle, the FICA Custodian, Insured Depositories, and their respective service providers will share information concerning you and your accounts in connection with providing the services contemplated by these Terms and Conditions, and may disclose information about your FICA Account to any affiliate in accordance



with StoneCastle's and the FICA Custodian's Privacy Policy and otherwise as permitted by law. You agree that StoneCastle, the FICA Custodian and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the FICA Program. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should refer to the Privacy Policy included with your FICA Account opening documents and annually thereafter.

### **18) Legal Process**

You agree that StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which such party in good faith believes to be valid. StoneCastle or the FICA Custodian or Sub-Custodian may notify you of such process by telephone, electronically or in writing. If StoneCastle or the FICA Custodian or a Sub-Custodian is not fully reimbursed for its records research, photocopying and handling costs (including its internal counsel costs) by the party that served the process, StoneCastle or the FICA Custodian or any Sub-Custodian may charge such costs to your FICA Account. You agree to indemnify, defend and hold StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their respective compliance with any process that such party believes in good faith to be valid. You further agree that StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (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 FICA Account records are maintained.

### **19) Confidentiality and Ownership of the FICA Program**

You agree (a) not to disclose the identity of any of the Insured Depositories in the FICA Program to any person or entity other than to your affiliates, officers, directors, employees and professional advisors who need access to such information, and (b) that you will not contact any of the Insured Depositories about StoneCastle, the FICA Custodian, any Sub-Custodian or the FICA Program without StoneCastle's prior written consent. You also agree that StoneCastle does and will at all times own all intellectual property rights in and to any works of authorship, moral rights, copyrights, trademarks, service marks, patents, designs, trade secrets, computer programs and algorithms relating to the FICA Program, including without limitation, the FICA Program documents and the FICA website, and that you will not use any such information, documents or property rights for any purpose other than as a participant in the FICA Program. Notwithstanding anything contained herein to the contrary, StoneCastle acknowledges that you are subject to Ohio's public record laws and consents to your providing public records as necessary to comply with such laws.

### **20) Governing Law**

These Terms and Conditions shall be governed by and subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflict of law provisions. Unless otherwise provided herein, StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories may comply with applicable clearinghouse, federal and correspondent bank rules in processing transactions for your FICA Account. You agree that neither StoneCastle nor the FICA Custodian or Sub-Custodian is required to notify you of a change in those rules, except to the extent required by law.

### **21) Changes to Terms and Conditions**

StoneCastle may make material changes to these Terms and Conditions at any time upon fifteen (15) days prior notice to you or on such shorter notice as may be set forth herein or required by applicable law. If those changes are not acceptable, you will have the option, as you do at any time, of terminating your participation in the FICA Program. All questions concerning your FICA Account should be directed to StoneCastle or to your Advisor.

## **22) Limits on Certain Deposit Accounts:**

Federal banking regulations impose certain limitations on transfers from money market deposit accounts. The FICA Program seeks to rely on certain exemptions and interpretive relief granted by the Federal Reserve Board in connection with these limitations. However, the transactional capabilities of the Depository Accounts are limited; StoneCastle may impose limitations on transfers without prior notice. Limitations on transfers will not limit the interest rate you earn or the amount of FDIC insurance coverage for which you are eligible.

## **23) Alternatives to the Program:**

By your enrollment in the FICA Program, you agree to the terms provided herein. You understand that, at any time, you may withdraw your enrollment in the Program.

## **24) Limitation of Liability:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STONECASTLE, THE FICA CUSTODIAN, A SUB-CUSTODIAN, ANY INSURED DEPOSITORY OR THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION, EVEN IF SUCH ENTITY WAS AWARE OF THE POTENTIAL FOR SUCH DAMAGES.

## **25) Tax Identification Information:**

You acknowledge that the FICA Program uses your tax identification information in order to allocate your Deposits across Insured Depositories. If you do not provide, or if you do not have, a tax identification number, your funds may not be allocated across Insured Depositories to provide you with expanded FDIC insurance under the provisions of these Terms and Conditions.

## **26) Aggregation of Funds in Multiple Accounts:**

If you have more than one account in the FICA Program with the same tax identification information, the funds in all such accounts are aggregated for the purpose of calculating the FDIC insurance available under the FICA Program. Depending on the individual facts and the ownership rights and capacities in which funds are held, additional FDIC insurance may not be available. Refer to Section 12 above for further information about deposit insurance.

## **27) Complaints:**

Any complaints regarding the FICA Program should be addressed in writing to StoneCastle.

### **28) Power & Authority:**

You represent and warrant that you have full power and authority to participate in the FICA Program and to agree to and perform these Terms and Conditions. In addition, if you are not an individual, you represent and warrant that (1) you are duly organized, validly existing and in good standing under the laws of your state or jurisdiction of organization; (2) you possess all requisite authority, power, licenses, permits, registrations and franchises and have made all governmental filings to conduct business wherever you conduct business and to execute, deliver and comply with your obligations hereunder; and (3) your agreement to these Terms and Conditions and performance hereunder shall not conflict with or violate your governing documents or any law, regulation, decree, demand, order or any other contract or agreement by which you are bound.

### **29) Waiver:**

Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

### **30) Severability:**

If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### **31) Entire Agreement:**

These Terms and Conditions and any other documents provided to you by StoneCastle in connection with the FICA Program constitute the entire agreement with you regarding the FICA Program, and supersede all prior and contemporaneous agreements and understandings, both oral and written, with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) ARE MADE TO YOU REGARDING THE PROGRAM, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT. In the event of any inconsistency between a provision of these Terms and Conditions and a provision of any such other document provided to you in connection with the FICA Program, the provision of these Terms and Conditions shall prevail.

### **32) Binding Effect:**

These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto, StoneCastle, the FICA Custodian and each Sub-Custodian, and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, StoneCastle, the StoneCastle Custodian and the Sub-Custodians, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions.

### **33) Disputes:**

Except to the extent otherwise provided by applicable law, any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the state or federal courts of the State of Ohio, and all parties hereto hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO

TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS.

**STONECASTLE IS SOLELY RESPONSIBLE FOR THESE TERMS AND CONDITIONS.**