



# Deposit Accounts & Services Disclosure Agreement

## Money Market Deposit Accounts

**EFFECTIVE FEBRUARY 1, 2024**

### INTRODUCTION

This Deposit Accounts & Services Disclosure Agreement, including any schedule hereto and as may be supplemented by additional supplements, and as may be further amended from time to time (collectively, "**Deposit Agreement**"), sets forth the terms and conditions that govern the operation of money market deposit accounts and certain cash management services made available to you by MUFG Bank Ltd. ("**the Bank**"). In this Deposit Agreement, the words "we," "us," and "the Bank," unless otherwise defined, refer to branches of MUFG Bank, Ltd. located in the United States. "**Customer**," "you," and "your," refer to the entity to which the Bank provides deposit products, accounts, and services. "Business Day(s)" are Monday through Friday, excluding U.S. Federal holidays.

By signing an Account application, authorization and agreement form, Account signature card, or similar document, or by using or continuing to use an Account or Service (each as defined below) after receipt of the Deposit Agreement, the Customer acknowledges that it has received, reviewed, understands, and agrees to be bound by the Deposit Agreement.

### DEPOSIT PRODUCT AND SERVICES

The Bank offers a money market deposit account (an "**Account**"), and associated cash management services (each a "**Service**") as further described in this Deposit Agreement. The Bank may provide the Customer with additional terms and conditions (each a "**Supplement**") that apply to additional Services as documented in a Supplement. Each Supplement shall be subject to this Deposit Agreement, as may be amended from time to time. The Bank may provide you with procedures, help screens, user guides, either printed or online (collectively, "**User Guides**"), in connection with each Service. In addition to the Deposit Agreement and Supplements, the Accounts and Services are subject to other Account-related documentation, including User Guides, set-up forms, and application forms (collectively, the "**Account Documentation**").

**Our Relationship.** Unless agreed upon in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary, or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our benefit and shall not impose a higher standard of care than otherwise would apply in their absence. You agree not to use any business account primarily for personal, family, or household purposes. Please consult with your business or tax advisors to ensure a deposit product or Service offered by the Bank is appropriate for you before you establish an Account or Service with the Bank.

**Customer Identification.** To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: when you apply for an Account, we will ask for your name, address, date of birth (for natural persons), and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. For purposes of this provision, the Customer, to the extent required by applicable law, shall include Authorized Individuals (as defined below) or signatory on an Account.

### MONEY MARKET DEPOSIT ACCOUNTS

**No FDIC Insurance.** Deposits with the Bank are not insured by the Federal Deposit Insurance Corporation ("**FDIC**"). This is true for your initial deposit, and all future deposits maintained with the Bank.

**MUFG Bank, Ltd.**

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**Money Market Deposit Accounts.** Transactions involving money market deposit Accounts are limited. The Customer may only make up to 6 (six) withdrawals and/or transfers for each monthly statement cycle by pre-authorized or automatic transfer, wire, telephone and/or online instruction. Bank will not accept deposits made by check and will return them. If you exceed this limitation, we may refuse to honor the excessive transactions, remove your transfer privileges, close the Account with or without prior notice, or convert it to another type of Account. This limit does not apply to withdrawals made in person or by mail, messenger, or to transfers made to repay a loan with us. As required by Federal law, we reserve the right to require seven (7) days advance written notice of an intended transfer or withdrawal of funds from a money market deposit account. We currently do not exercise this right and have not exercised it in the past. There are no check-writing privileges. The Bank may require a minimum balance to open an Account. We may refuse to accept a deposit or an addition to an Account, limit its size, or return all or part of it to you.

## INTEREST ON ACCOUNTS

The Bank shall pay the Customer interest on the applicable credit balance in accordance with the terms, conditions, and rates established in connection therewith from time to time by the Bank, as further described below. Interest rates paid on Accounts are determined at the Bank's discretion and are based on market conditions and other business factors. The interest will be credited directly to your designated Account or you may instruct the Bank to settle the interest to another Account you have with the Bank.

Due to market interest rate conditions, the rate applied by the Bank to Accounts may be negative, in which case the Customer may be required to make a negative rate payment, which the Bank shall also be entitled to collect by debiting the Account.

We offer two types of tiered-rate interest calculations. In one type, the entire ledger balance of your Account is subject to the interest rate we set for the balance tier of your end-of-day balance. We also offer a split-rate tier structure, in which different rates may apply to different balance tiers at the end of the day. For current rates, please contact your relationship manager.

Interest begins to accrue on the Business Day you make a deposit. Interest for your Account is calculated on either an actual/365-day basis (366 for leap years) or a 360-day basis. We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. We offer both simple and compounding interest. For Accounts using the compounding method, interest is accrued and compounded daily. Interest may be credited daily, monthly, quarterly, or semiannually. Interest is normally credited to the Account on the last day of each statement period. The specific terms for the interest rate, tiered interest and interest calculations will be made available to you before your Account is opened. At our discretion, we may offer promotional interest rates that may be applied if an Account meets criteria mutually agreed on between yourself and the Bank.

## OPERATIONS AND ACCOUNT ACTIVITY

**Adjustments.** The Bank may make adjustments to your Account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount.

**Overdrafts.** Overdrafts in Accounts are not permitted. If the Customer does not have sufficient available funds on deposit in an Account to cover the amount of a transaction (e.g., automated payment or other electronic transaction), the Bank may reject the transaction without payment. The Bank may elect, however, in its sole discretion, to create an overdraft by permitting the transaction. The Bank may impose a fee for and/or charge interest, at a rate to be determined by the Bank, with respect to such overdrafts. If the Bank permits an overdraft or otherwise allows an Account to drop below zero, you agree to pay the amount of the overdraft promptly, along with any associated fee or accrued interest, without notice or demand from the Bank. You agree that the Bank may use subsequent deposits and other credits to the Account, to cover any overdraft existing in your Account, to the fullest extent permitted by law. Notwithstanding any prior action or course of dealing by the Bank in permitting an overdraft, the Bank shall be under no obligation to permit subsequent overdrafts or to continue to permit overdrafts thereafter.

**Availability of Funds; Credits Not Received.** Credits and deposits to an Account will be available in accordance with the Bank's availability policy (see Funds Availability Schedule) and applicable law. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit, or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, and either (x) the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer or (y) final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.

**Inactive Accounts.** For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Service charges for "inactive" Accounts are the same as service charges for "active" Accounts. Charges are not reimbursed for inactive Accounts that are later reclassified as "active." We may escheat your property to the appropriate state if no activity occurs in the Account or you fail to communicate with us regarding your Account within the time period specified by state law. We may impose a fee for sending a dormant account notice.

**ACH Provisional Credits.** Automated Clearing House ("ACH") entries are subject to the rules of the National Automated Clearing House Association and applicable law. Credit given by the Bank to the Customer for an ACH credit entry is provisional until the Bank receives the final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account without prior notice to the Customer, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of the entry.

**Notice of Incoming Transfer.** The Bank is not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your Account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer, we assume no obligation to do so. Transfers to your Account will be reflected in your regular periodic statement.

**International ACH Transactions (IATs).** You acknowledge that if an ACH Entry made to your account is identified by us as part of an IAT transaction, settlement of the Entry may be delayed or suspended pending our review of the transaction for compliance with the regulations of the Office of Foreign Assets Control ("OFAC"). We may place an indefinite hold on the funds in question if we believe in our sole discretion that the OFAC regulations require its termination or blocking. If an IAT Entry is delayed or terminated, we will provide you with such notice as may be required by the NACHA Rules and applicable law. We will not be liable for any failure or delay by a gateway operator or other financial institution in processing or failing to process any IAT Entry.

## CUSTOMER INSTRUCTIONS AND COMMUNICATIONS

**Authorized Individual.** The Bank is authorized to rely upon any document that identifies a person authorized to act on behalf of the Customer (“**Authorized Individual**”) with respect to an Account or Service, until the authority of such Authorized Individual is withdrawn by the Customer by providing written notice to the Bank. The Bank shall have a reasonable opportunity to act on such notice. Each Authorized Individual is, subject to any limitation provided by the Customer and received and accepted by the Bank, authorized on behalf of the Customer to open, operate and close accounts, execute or otherwise agree to any agreement relating to the Accounts or Services, including Account Documentation. The Customer agrees that the Bank is authorized to rely on any instruction, notice, or request which the Bank reasonably believes to be genuine and in the name of an Authorized Individual. The Bank may continue to honor instructions given earlier by any previously Authorized Individual(s) until the Bank receives specific notice from the Customer in writing not to do so.

**Third Party Access.** The Customer may request that the Bank permit a third party entity to have access to an Account by submitting an authorization form in a format acceptable to the Bank (such party designated in such form will be referred to as a “**Third Party**”). Subject to the Bank’s review and approval of the Third Party, the Customer may grant access to individuals from said Third Party. The Bank may act upon any instruction issued in the name of Third Party, and such person shall be deemed to be an Authorized Individual with respect to the use of the Accounts and the giving of instructions with respect to the Accounts.

Any instruction that the Bank receives from the Third Party, the authenticity of which has been verified through security procedures agreed upon between the Bank and the Customer, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an instruction given on behalf of the Customer.

**Multiple Signatures.** If the Customer requests the establishment of an Account with a process which purports to require two or more signatures on funds transfer instructions, the Customer acknowledges and agrees that any such requirements are solely for the Customer’s own internal control purposes and are not binding on the Bank. The Bank shall have no obligation and/or duty to enforce multiple signature requirements for the Customer’s Account and/or Services, and the Bank may not verify that two or more (or any combination) of Authorized Individuals have approved a transaction.

**Facsimile Signatures.** You agree to assume full responsibility for any reliance by us upon facsimile signatures (including computer generated signatures) if the actual or purported facsimile signature (without regard to variation in color and size), regardless of how or by whom affixed, resembles the signature specimens on file with the Bank.

**Conflicting Demands.** If there is any uncertainty regarding the ownership of an Account or funds therein, there are conflicting demands over an Account’s ownership or control, we are unable to determine any person’s authority to give us instructions, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (i) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person’s right and authority over the Account and its funds; (ii) refuse transactions; (iii) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (iv) continue to honor instructions given to us by persons who appear as Authorized Individuals according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert or waive such rights.

**Email.** We may, but are not required to act upon instructions received by email or fax transmission. You acknowledge that, even though email may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third-party networks or persons with access to the Internet. We assume no responsibility for viruses created by third parties, or for any third party’s unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your Accounts in an email that is not encrypted and sent through a secure email system.

**Recordings.** We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you.

## FEES; CHARGES

The Customer agrees to promptly pay any and all fees, costs, and other charges (“**Fees**”), as well as any interest owing to the Bank, relating to an Account or Service. Fees are set forth in the Bank’s standard Fee Schedule, tariff guide, or similar document, or as separately agreed with the Customer. If permitted by Applicable Law, the Bank may deduct Fees and/or any interest automatically from the Customer’s Accounts (individually or collectively), even if such debit creates or increases an overdraft of the Account. Some services are negotiated separately and may be subject to other fee arrangements with us. The Bank may, from time to time, change Fees by providing notice to the Customer. Such change shall be effective on the date specified by such notice. You agree to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with your Account or Service (excluding any income tax payable by us).

**Processing Funds Transfers.** The Customer may issue funds transfer instructions against the Account, subject to the Bank’s acceptance. Funds transfer instructions will be received processed and transmitted only on the Bank’s funds transfer Business Days. In processing a funds transfer instruction, the Bank will debit your Account for the amount of each funds transfer instruction accepted by the Bank. We may charge fees for sending or receiving a funds transfer. You authorize us to debit the Account for, or deduct from the amount of each funds transfer, all associated fees, including debit and credit processing charges. You acknowledge and agree that other banks may deduct their fees from the amount of the transfer that they process. The Customer may elect to use an optional charge type to enable it to control end to end bank charges for certain payments.

You must complete and transmit all funds transfer instructions to the Bank in the form, format, and manner that we specify. Our acceptance of one or more late or nonconforming funds transfers will not be deemed our agreement to accept such transfers on an ongoing basis, and we may discontinue accepting such funds transfers without prior notice to you.

Notwithstanding any instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer instructions and may otherwise use any means of executing the funds transfer instruction that the Bank deems reasonable in the circumstances.

**Inconsistent Name and Number.** You must accurately describe the beneficiary of your funds transfer instruction and the beneficiary’s financial institution. If you describe any beneficiary or institution inconsistently by name, account, or routing or transit number, we and other financial institutions may process the funds transfer solely on the basis of the number, even if it identifies a person or entity different from the named beneficiary or institution. We may also process incoming funds transfers based on the account number, rather than on any inconsistent name reflected in the funds transfer instruction.

**Security Procedures.** When issuing funds transfer instructions, you are required to follow the security procedures communicated by us and agreed upon by you, including procedures set forth herein, and you shall be bound by such security procedures for issuance of payment against your Account. We may process any funds transfer we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. A security procedure may require the use of algorithms or codes, including call back procedures or security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, payment orders. We assume no responsibility to detect errors in a payment order (e.g., duplicate transfers), even if we may take certain actions from time to time to do so. Any funds transfer instruction, the authenticity of which has been verified through such security procedure, shall be effective as if made by you, whether or not authorized by you. An authenticated SWIFT message issued to us in your name shall be deemed to have been given by a person authorized to act on your behalf, whether or not in fact authorized by you. Accordingly, it is your responsibility to ensure that your funds transfer operations and systems are safeguarded and protected.

The Bank may verify the authenticity of written (including those transmitted by facsimile) funds transfer instructions by the telephonic call-back to a person the Customer has indicated is authorized to receive such calls on its behalf, or otherwise act on its behalf. You agree that this security procedure is commercially reasonable for validating the authenticity of your payment orders.

**Cancellation or Amendment.** You do not have the right to cancel or amend any funds transfer after we receive it. Although we may attempt to act on any amendment or cancellation request you make, we assume no responsibility for failing or refusing to do so.

**Rejection of Funds Transfers.** The Bank reserves the right to reject any incoming funds transfer to your Account, if we have reason to believe the transfer may be unlawful or may present an unreasonable risk of loss or liability to the Bank.

**Foreign Exchange.** If the Bank accepts a funds transfer issued in the Customer's name for payment in a currency (the "**Non-Account Currency**") other than the currency of the Account (the "**Account Currency**"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and to debit the Account for the purchase price of the Non-Account Currency. If the Bank accepts a funds transfer instruction for payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency. The purchase price for the foregoing transactions shall be at a rate and spread as the Bank in its sole discretion determines and may differ from rates at which comparable transactions are entered into with other customers or the range of foreign exchange rates at which the Bank otherwise enters into a foreign exchange transaction on the relevant date. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer. Foreign transfers may be subject to substantial delays, changes in foreign currency exchange rates and charges imposed by other financial institutions that may be deducted from the amount of the transfer.

**Drawdown Wires.** If you participate in our inbound drawdown wire service, you authorize us to honor the drawdown funds transfer requests described in your authorization. We will have no duty to question the authority of the financial institution requesting funds from your Account, regardless of the past history of transfers. If you participate in our outbound drawdown wire service, we will send a drawdown request for funds to the financial institution you designate for the amount indicated in your request. You represent to us that you are authorized by the owner of the account identified in your request to withdraw funds from its account in this manner. You assume full responsibility for all drawdown wires, whether or not the requests are authorized or include incorrect information.

## INFORMATION SERVICES

You may subscribe to the Bank's reporting and information Services to obtain balance, transaction, and other Account information. Since certain information and transactions are not processed by us until after the close of our Business Day, some transactions may not be reflected in the system until the next Business Day. You acknowledge that data and information may be periodically updated and adjusted. We will not be responsible for determining the accuracy, timeliness, or completeness of any information that you, your agents, or others provide to us. We are not responsible for the manner in which you use any information provided or made available to you through a Service. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense.

## ACCOUNT STATEMENTS; NOTICES

**Account Statements.** The Bank will issue, electronically or otherwise, account statements, advices, or confirmations ("**Account Statement**") at the frequency and in the manner advised to the Customer from time to time. You are responsible for ensuring that an Authorized Individual promptly and carefully reviews Account Statements and all payments and charges reported thereon to determine if any error, discrepancy, or irregularity exists.

**Delivery of Account Statements; Notices.** Account Statements sent to the Customer shall be delivered or mailed to the Customer's last mail or email address listed with us for the Customer's Account. Electronic or internet Account Statements shall be deemed by the Customer and the Bank to be available to the Customer when the Account Statements are posted on the Internet and the Bank sends an electronic email notification of availability to the Customer, or when the Bank sends the electronic Account Statement to the Customer. The Customer must mail or deliver all notices to us in writing, at the address indicated on your Account Statement or at such other address(es) as we designate.

**Obligation to Review Account Statements.** The Customer agrees to inspect each Account Statement promptly and carefully upon receipt. The Customer must notify the Bank in writing within a reasonable period not to exceed sixty (60) calendar days of the date of an Account Statement, of any error, unauthorized transaction, charge, forgery, discrepancy, or irregularity reported on the Account Statement ("**Error**"). Failure to comply with the timeframes set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining its Account Statements. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.

## BILLING STATEMENTS

**Billing Statements.** The Bank will issue, electronically or otherwise, billing statements, billing files, or account analysis ("**Billing Statement**") at the frequency and in the manner advised to the Customer from time to time. You are responsible for ensuring that an Authorized Individual promptly and carefully reviews Billing Statements and all payments and charges reported thereon to determine if any error, discrepancy, or irregularity exists.

**Obligation to Examine Billing Statements.** If your Account is set up to receive a periodic Billing Statement, the Customer agrees to inspect each Billing Statement promptly and carefully upon receipt. The Customer must notify the Bank in writing within a reasonable period not to exceed sixty (60) calendar days of the date of a Billing Statement, of any error, unauthorized transaction, charge, forgery, discrepancy, or irregularity reported on the Billing Statement (“**Error**”). Failure to comply with the timeframes set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining its Billing Statements. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer’s claimed loss and the Customer shall be barred from bringing any action against the Bank.

## **SET-OFF; SECURITY INTEREST**

Without limiting the rights and remedies of the Bank hereunder, the Bank may, at any time without prejudice to any other rights which it may have, and without prior notice or demand for payment, apply or set off any money, deposits or balances held in, or standing to the credit of, any account in any currency toward payment of any amount owed by the Customer to the Bank. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. The Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between accounts as it considers necessary. The Customer grants the Bank a lien and security interest in the Customer’s account or otherwise on deposit, including all current and future deposits, for amounts owing to the Bank now or in the future. For the purposes of this section, the Bank shall be defined to mean any branch of MUFG Bank Ltd., wherever located. This provision does not apply when prohibited by applicable law.

## **LIABILITY; INDEMNIFICATION**

**Limitation of Liability.** The Bank will not be liable for any damage, loss, expense or liability of any nature which you may incur, except to the extent of direct losses or expenses resulting from the gross negligence or willful misconduct of the Bank. The Bank will not be liable for any consequential, indirect or special damage that you incur, whether or not foreseeable, even if the Bank has been advised of the likelihood of such loss or damage, and regardless of whether the claim or loss or damage is made in negligence, gross negligence, for breach of contract, or otherwise.

**Indemnity.** The Customer agrees to indemnify, defend, and hold the Bank harmless from all claims, losses, damages, demands, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (i) the Bank’s acceptance or execution of any request, instruction, direction or transaction in connection with an Account or Service provided to the Customer; (ii) the Customer’s actions or omissions in connection with an Account or Service; (iii) the Bank’s payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer’s behalf, or for which the Bank has no responsibility under the Deposit Agreement or Services provided in connection therewith; or (iv) the Bank’s responding to legal process pursuant to applicable law related to the Customer’s Account or any transaction relating thereto.

## **TERMINATION**

Unless otherwise agreed, either the Bank or the Customer may close an Account or terminate a Service by giving the other party not less than thirty (30) calendar days’ prior written notice of intent to close or terminate. Notwithstanding the foregoing, either party may terminate an Account or a Service upon written notice to the other party in the event of: (i) a breach of the Deposit Agreement, Supplement or Account Documentation; (ii) the other party’s inability to meet its debts as they become due, or the party’s becoming subject to receivership, liquidation, or bankruptcy; or (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable law, or as a result of a court or regulatory agency order or proceeding. Any such closing or termination shall not affect the Customer’s liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. The Bank shall have a reasonable opportunity to act upon a termination request. The Bank shall not be precluded from completing a request or instruction related to a transaction that is received prior to a termination request based on receipt of such termination request. Notwithstanding anything to the contrary in any Supplement or Account Documentation, upon the closure of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise determined by the parties) and the Bank’s obligations in respect of such Account or Service will terminate. Upon closure of an Account, in the absence of instructions from the Customer, the Bank may issue a check for the collected account balance to the Customer at the last address we have on file for the Customer.

## **USE AND DISCLOSURE OF CUSTOMER INFORMATION**

**Information.** To fulfill the Bank’s regulatory responsibilities, the Bank will request information from the Customer from time to time, regarding the Customer’s organization, business, and, to the extent applicable, Authorized Individuals, Administrators, or other individuals (collectively, “**Customer Information**”). The Bank agrees to take customary and reasonable measures to maintain the confidentiality of the Customer Information.

**Use and Disclosure.** The Customer authorizes MUFG Bank Ltd., and its offices, branches, affiliates, and their respective agents, employees, officers and directors to disclose Account opening documentation, or information with respect to any Account or Service, any banking transaction, or the Customer itself, including the Customer Information, in order to provide the Services under this Deposit Agreement and Supplements, for compliance with legal, tax and regulatory requirements, including without limitation Foreign Account Tax Compliance Act (FATCA), and for the Bank’s operational purposes, risk management and compliance with internal policies to: (i) third parties in connection with the provision of the Account and Services, including the transmission of information to other banks and clearing houses and through channels operated by third parties, and to the Bank’s agents; (ii) branches of MUFG Bank Ltd., and its affiliates; and (iii) applicable governmental authorities, regulators, law enforcement agencies, tax authorities or other official bodies that have authority and/or oversight of the Bank or the Customer; and (iv) auditors, legal advisers and consultants of the Bank, its branches and affiliates.

**Agents; Offshoring.** The Bank may engage agents, service providers, affiliates, branches, and/or units located in any country, to perform data processing, collection, and other services in connection with your Accounts and Services. You authorize us to transfer and/or provide access to your information to these entities at such locations as we deem appropriate.

**Consents.** You represent and warrant that prior to submitting to us information about natural persons in connection with the establishment of your Account(s) and/or Services (including employees, Authorized Individuals, system users or administrators, or other individuals), you shall have obtained such consents as may be required by applicable law, regulation or agreement, for us to process and use such information as described herein and for purposes of providing you with Account(s) and Services. The Customer agrees that the Bank or its agents may contact the Customer (including Authorized Individuals, administrators, or other individuals) at any telephone number the Customer provides to the Bank, including cell phone numbers. The Customer agrees to receive these calls.

## WITHHOLDING OF INCOME TAX

Unless you are exempt under Federal law, we are required to withhold a portion of your taxable interest and certain other payments (referred to as "backup withholding") if: (1) you fail to supply us, under penalty of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding. We may report interest and other payments made to you by the Bank to the Internal Revenue Service (IRS), along with your TIN.

We may refuse to open, and we may close any Account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish their TIN and indicate on the signature card that they are exempt.

A non-resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., Form W-8BEN). Non-resident aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

## COMPLIANCE WITH RELEVANT LAWS

**"Relevant Law"** means U.S. Sanctions and all laws, statutes, rules, regulations, orders, and ordinances issued, promulgated or administered by authorities of governments, regulatory authorities, and supervisors applicable to your Account(s), transactions, or related third-party transactions related to bribery, corruption, money laundering, fraud, or the funding of terrorist activities, including, without limitation, the Bank Secrecy Act, the USA PATRIOT Act, the U.S. Foreign Corrupt Practices Act of 1977, and the U.K. Bribery Act 2010.

**"Relevant Person"** means, with respect to an Account, an owner, Authorized Individual, or any other person delegated authority with respect thereto.

**"Sanctioned Country"** means a country or territory that is targeted by country-wide, territory-wide U.S. Sanctions.

**"Sanctioned Person"** means an individual or entity with whom a U.S. citizen, U.S. permanent resident, entity organized under the laws of the U.S. or person in the U.S. is prohibited or restricted by U.S. Sanctions from engaging in trade, business, or other activities.

**"U.S. Sanctions"** means all laws, statutes, rules, regulations, orders and ordinances issued, promulgated, administered or enforced from time to time by any U.S. governmental authority (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury) with respect to financial and economic sanctions or trade controls.

**Compliance with Relevant Laws.** The Customer hereby represents and warrants that (i) no Relevant Person is located, organized, domiciled, or a resident in a Sanctioned Country or otherwise a Sanctioned Person; and (ii) each Relevant Person shall comply with Relevant Law in connection with use of the Account(s) and Service(s). The Customer agrees to promptly notify the Bank if any such representation becomes untrue. The Customer further agrees not to access Account(s) from a Sanctioned Country, and not to use or permit the use of Account(s) and Service(s) in connection with any transaction that violates, or that has the purpose of evading Relevant Law. If the Bank, in its sole discretion, is uncertain regarding the legality of any transaction, the Bank may refuse the transaction or freeze the amount in question while we investigate the matter.

**Internet Gambling.** The Bank strictly prohibits the use of any Account to conduct transactions that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). The Customer agrees not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith.

## DISPUTE RESOLUTION

**Governing Law.** Accounts and Services are subject to applicable Federal Reserve Bank, clearinghouse and association rules, and the Uniform Commercial Code. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

The rights and obligations of the Customer and the Bank in respect of each Service and Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules).

**Venue.** Except as set forth within the Deposit Agreement, each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction and venue of any State or Federal court in the City of New York, State of New York over any action, suit, proceeding, claim or controversy arising out of the Deposit Agreement, Supplements or Account Documentation.

**Waiver of Jury Trial.** If your Account is not maintained in California, you and we each waive our respective rights to a trial before a jury in connection with disputes related to Account Documentation, your Account or Services to the greatest extent permitted by law. This waiver shall not apply if, at the time an action is brought, your Account is maintained in a state where a jury trial waiver is not permitted by law.

**Dispute Resolution in California.** If your Account is maintained at a branch in California and a dispute involving \$25,000 or more (including all claims of all parties) arises between us with respect to the Account, this Deposit Agreement, its enforcement or Services, either of us may require that the dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. The costs of the reference procedure, including the fee for the court reporter, shall be paid equally by all parties as the costs are incurred. The referee shall hear all pretrial and post-trial matters, including requests for equitable relief, prepare an award with written findings of fact and conclusions of law, and apportion costs as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced, and all parties shall have full rights of appeal.

**Limitation of Claims.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Deposit Agreement or by law with respect to your Account or any Service must be commenced no later than one year after the day the cause of action accrues.

## ADDITIONAL TERMS

**Effect.** This Deposit Agreement supersedes all prior agreements as to matters within its scope. Any terms of any Supplement, amendment, or notice that are inconsistent with a provision of this Deposit Agreement shall supersede such provision of the Deposit Agreement for the purposes of the particular Account or Service that is the subject thereof.

**Amendments and Modifications.** This Deposit Agreement may not be amended or supplemented by the Customer without the prior written agreement of the Bank. This Deposit Agreement may be amended or supplemented by the Bank on notice to the Customer. Such amendments or supplements will be effective upon advance notice to the Customer, or at such time to be specified in the notice. Notices may be delivered to the Customer's last mail or email address listed with us for the Customer's Account. We do not have to notify you of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

**No Waiver.** We may delay enforcing our rights under this Deposit Agreement without losing them. No failure or delay in exercising any right, or any partial exercise of a right, will operate as a waiver of the full exercise of such right or a waiver of other rights.

**Languages.** The Bank and the Customer confirm that this Deposit Agreement, and all related documents, have been and will be drawn up in the English language only. If the Deposit Agreement or ancillary documents are translated into, or appear in a language other than English, the English language version shall control.

**Severability; Interpretation.** If any provision of this Deposit Agreement is determined to be invalid, illegal, or unenforceable in any respect, such provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, regulation, or rule. The validity, legality, and enforceability of the remaining provisions of this Deposit Agreement shall not be affected thereby.

Section and subsection headings are for convenience only and shall not affect the meaning of the Deposit Agreement, Supplements, and any Account Documentation.

**Force Majeure.** The Bank shall not be liable for any loss, expense, failure to perform or delay caused by or resulting from an act of God, failure of any computer or communication system, legal constraint, civil or labor disturbance, accident, strike, fire, flood, war, military action, riot, civil strife, terrorist attack, public health emergency, communicable disease outbreak, earthquake, power outage, unavailability or failure of or the effect of rules or operations of a funds transfer system, government action, act of a third party, or any cause that is beyond our reasonable control.

**Commissions and Rebates.** In connection with the provision of any Service by the Bank to the Customer, the Bank may, from time to time, receive commissions, rebates or similar payments from other banks, or third parties.

**Assignment.** Unless otherwise agreed by us in writing, all Accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an Account or Service without our prior written consent. We are not required to accept or recognize an attempted assignment of your Account or any interest in it, including notice of security interest. The Bank shall be entitled to transfer and assign all of its rights and obligations under this Deposit Agreement (including an Account or funds therein) to an affiliate of the Bank without the consent of the Customer by providing written notice of any such transfer and assignment.

**Legal Process.** The Bank may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process received in connection with the Customer or its Accounts. The Customer agrees to reimburse the Bank for any cost or expense, including reasonable attorney fees that the Bank incurs in responding to legal process related to you or your Accounts. The Bank reserves the right to debit your Account for such amounts. You acknowledge that Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. Client Trust Account") may be subject to levies and other legal processes against your property unless our records clearly reflect the existence of an express written trust or court order.

**Electronic Documents; Copies.** The Customer consents to receive and execute Supplements and Account Documentation, in electronic form. The Bank may retain copies (paper, electronic, or otherwise) of any document or items relating to the Accounts and Services in a form preserving an image of any such document or items, including signatures, or a regular business record and discard the original documents or items. Any such form of the document shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business). The Customer hereby waives any objection to the use of any reproduction as described herein in lieu of the reproduction's originals for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank's role or acquiescence in the destruction of the originals. Signatures delivered via fax, email, or similar electronic transmission shall be effective as original signature in binding the parties. As used herein, the term "electronic" means relating to technology having electrical, digital, facsimile, magnetic, wireless, optical, electromagnetic, or similar capabilities.

## FUNDS AVAILABILITY SCHEDULE

**Determining the Availability of a Deposit.** The length of the delay is counted in Business Day(s) from the day of your deposit. Every day is a Business Day except Saturdays, Sundays, and Federal holidays. If you make a deposit before 3:00 p.m. local time for Chicago or New York branch deposits (2:00 p.m. local time for Los Angeles branch deposits) on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a later time or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. The length of the delay varies depending on the type of deposit, as explained below.

**Same Day Availability.** Funds from electronic direct deposits and wires to your account will be available on the day we receive the deposit.

## QUESTIONS OR COMMENTS

If you have any questions or comments, you may call or write to us at:

**For New York**

212-782-6800

1251 Avenue of the Americas

New York, NY 10020

**For California**

213-488-3700

445 South Figueroa Street, Suite 2700

Los Angeles, CA 90071

**For Illinois**

312-696-4500

227 W. Monroe Street, Suite 1550

Chicago, IL 60606