



FICA® For Advisors

**Application
Terms & Conditions**



FICA® For Advisors Account Application

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 StoneCastle Network, LLC (“StoneCastle”), c/o StoneCastle Cash Management, LLC. 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.

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 StoneCastle Client Services Team at (866) 343-5516 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 StoneCastle reserves the right not to open the account for any prospective client. For additional information call the StoneCastle Client Services Team at (866) 343-5516.

Intention of the Parties

1. This Application to open a FICA Account (“Application”) with StoneCastle together with its Terms and Conditions (“Terms and Conditions”), the FICA Insured Depository Exclusion Disclosure Form, the limited power of attorney form, and the limited power of attorney indemnification form (the “Ancillary Documents”), sets out the complete understanding and full terms and conditions on which StoneCastle will provide certain services to its customers. StoneCastle will be responsible for the performance of only those duties expressly set forth in the Application and the Terms and Conditions. The customer acknowledges that StoneCastle is not providing any legal, tax, brokerage or investment advisory services in connection with the FICA Program.
2. The customer permits StoneCastle to accept and act on instructions from the customer, its agent or any person authorized to act on its behalf, as disclosed and discussed in the Application, Terms and Conditions, and the Ancillary Documents. The customer acknowledges that it will not be the responsibility of StoneCastle to determine the validity of a customer’s agent or said agent’s scope of authority to act on behalf of the customer.
3. Although the roles of various third parties or affiliates are discussed herein, the Application and the Terms and Conditions govern only the relationship between the customer and StoneCastle.
4. StoneCastle will only be liable to the customer in the event that it experiences direct losses from StoneCastle’s material failure to perform its duties as described in the Application and Terms and Conditions. StoneCastle’s liability shall in no event exceed the amount of money deposited by the customer or the customer’s agent or authorized person in the FICA Program. Under no circumstances will StoneCastle be liable for (i) any intentional or negligent actions or inactions, or any fraudulent conduct, by the customer’s agent or any person or entity authorized to act on customer’s behalf; (ii) any loss of profits (whether direct or indirect) or (iii) any indirect, incidental, consequential or special damages of any form, incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, with respect to your FICA Account, or StoneCastle’s performance or non-performance as administrator of the FICA Program. **FOR THE AVOIDANCE OF DOUBT, THE CUSTOMER AGREES TO HOLD STONECASTLE HARMLESS FROM ANY LOSSES OR HARM CAUSED BY THE NEGLIGENT, INTENTIONAL, OR FRAUDULENT CONDUCT OF ITS AGENT OR AUTHORIZED PERSON. THE CUSTOMER FURTHER AGREES THAT IT WILL NOT SEEK RECOURSE AGAINST STONECASTLE FOR ANY SUCH CONDUCT ON THE PART OF CUSTOMER’S AGENT OR AUTHORIZED PERSON.**
5. All representations and warranties set forth in the Application and Terms and Conditions are contractual in nature. Except for the specific written representations made by StoneCastle in the Application and Terms and Conditions, the customer acknowledges and agrees that StoneCastle is not making and has not made any representation or warranty, expressed or implied, at law or in equity, in respect of the FICA Program, StoneCastle, the customer’s agent or authorized person, the StoneCastle Custodian, or any other entity or person connected with the services described in the Application and the Terms and Conditions. The customer specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any person or entity, including StoneCastle. The customer further acknowledges

and agrees that StoneCastle has specifically disclaimed any such other representation or warranty made by any person, including by the customer's agent or authorized person.

6. The customer specifically disclaims any right to seek recourse against StoneCastle for any tort claims, including fraud or misrepresentation claims, and it acknowledges and agrees that any claims brought by customer against StoneCastle in a competent court of law shall be limited to breach of contract claims arising out of StoneCastle's material failure to perform its duties as described in the Application and the Terms and Conditions. The customer further agrees that any and all claims, disputes and/or causes of action arising out of or relating to the Application, the Terms and Conditions and/or the Ancillary Documents and the relationship created by these documents and related to the FICA Program, 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 New York without regard to its conflict of law provisions.

BY SIGNING THIS APPLICATION YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE APPLICATION AND ITS TERMS AND CONDITIONS AND YOU FURTHER AGREE AND ACKNOWLEDGE THAT STONECASTLE WILL BE RESPONSIBLE FOR THE PERFORMANCE OF ONLY THOSE DUTIES EXPRESSLY SET FORTH IN THIS APPLICATION AND ITS TERMS AND CONDITIONS.



FICA For Advisors Account Application

USA 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: **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.

Account Owner Information (Choose One)

For Joint Accounts, registration will be Joint Tenancy with Rights of Survivorship (JTWROS) unless otherwise specified.

<input type="checkbox"/> Individual Account	Last Name:		First Name:	
	SSN:	DOB:		Phone:
<input type="checkbox"/> Joint Account	Primary Owner Last Name:		Primary Owner First Name:	
	SSN:	DOB:		Phone:
	Secondary Owner Last Name:		Secondary Owner First Name:	
	SSN:	DOB:		Phone:

Permanent Street Address (no P.O. boxes allowed):

City: State: Zip Code:

Mailing Address (if different from permanent address):

City: State: Zip Code:

Email:

Your Brokerage Account Information (where withdrawals will be sent)

Bank/Brokerage Name: Bank ABA:
Name of Account: Account Number:
Special Instructions (FBO/FFC):

Online Account Authorization

I authorize StoneCastle to provide my advisor with View Only Access to my FICA Account.

Name:

Email:

New Account Application Certification

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.
3. It understands that StoneCastle, the StoneCastle 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 it will notify StoneCastle immediately of any material change occurring prior to the acceptance of its account.
7. It understands that its account assets may be transferred to its state of residence if no activity occurs within its account during the inactivity period specified in its state's abandoned property laws.
8. It agrees to comply with all laws, rules, and regulations applicable to its account.
9. It acknowledges and agrees that it may be charged an additional fee by StoneCastle if it was referred to the FICA Program by a Third Party, as described in further detail in Section 9 of the Terms and Conditions. It further acknowledges that it has read and understands Section 9 of the Terms and Conditions.
10. It understands and agrees that StoneCastle will not be liable for any act or omission of any custodian, including the StoneCastle Custodian (as defined in the Terms and Conditions), and will be entitled to rely on any information provided by the StoneCastle Custodian or other qualified custodian as may be appointed by StoneCastle from time to time. StoneCastle bears no liability for the assets held in its FICA Account.
11. It understands that StoneCastle is not an investment adviser and does not act as an investment adviser while carrying out the duties described in this Application and its Terms and Conditions. It further understands that StoneCastle is not, itself, a bank or broker-dealer.
12. It understands that it may close its FICA Account at any time by completing an account closing authorization form that will be made available to it upon request.
13. **Under penalty of perjury, I certify that (1) the Social Security or taxpayer identification number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding as a result of either being exempt from backup withholding, not being notified by the IRS of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. resident alien), and (4) I am exempt from FATCA reporting. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Signature of Owner

Date

Signature of Joint Owner

Date

If application is submitted electronically, then the language below is applicable.

✓ I agree that by clicking "Certify & Submit" below I am providing the legal equivalent of my handwritten signature and that doing so shows my intent to sign the new account application and certification. I agree to print and/or save a copy of this certification for my records. This binding contract is effective as of today's date, and is binding on myself, any joint account holder, and any successor account. By pressing the Certify & Submit button, the new account(s) will be created.

Certify & Submit

Client Privacy Information

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, social security 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.

FICA Impact (optional)

FICA seeks to generate social good by getting deposits to its large network of financial institutions that support the growth of local communities throughout all 50 states. **FICA Impact** is a subset of the overall FICA network, **whereby choosing this option, you are selecting only the financial institutions that meet StoneCastle's FICA Impact criteria, which may result in a rate lower than the FICA rate.**

Check here to select this option and sign below.

FICA Insured Depository Exclusion Disclosure

The undersigned requests that the Program Manager, StoneCastle Network, 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(866) 343-5516.
- 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/. 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 clientservices@stonecastle.com.

Name of Insured Depository	FDIC Cert/NCUA Charter	City	State
1:			
2:			
3:			
4:			
5:			
6:			
7:			
8:			

Contact Name:	
Signature:	Date:

Terms & Conditions

FEDERALLY INSURED CASH ACCOUNT (FICA®) TERMS AND CONDITIONS

Client Name:	Date:
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Introduction

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

StoneCastle will direct the StoneCastle Custodian (as defined in Section 2 below) to deposit the funds that you deposit into your FICA Account with StoneCastle (“Deposits”), along with funds from other participants in the FICA Program (each, a “FICA Depositor”) into one or more federally 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 listed on its records.

The money from your FICA Account is deposited at Insured Depositories in a manner currently designed to maximize FDIC and/or NCUA insurance coverage, which is fully guaranteed by the full faith and credit of the U.S. government. Both the FDIC Standard Maximum Deposit Insurance Amount and the NCUA Share Insurance Fund’s maximum insurance amount (“SMDIA/SIFMIA”) are 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 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) 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 and/or NCUA insurance in the FICA Program, you must provide proper and correct tax identification information to StoneCastle.

The FICA Program is open to Benefit Plans (as defined below) with the prior approval of StoneCastle and the StoneCastle 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) INFORMATION ABOUT STONECASTLE, THE STONECASTLE CUSTODIAN AND THE INSURED DEPOSITORIES

StoneCastle is not registered with the Securities and Exchange Commission as an investment adviser, nor is it a bank or broker-dealer.

StoneCastle will use one or more federally or state chartered FDIC-insured depository or trust institutions not affiliated with StoneCastle to act as the account bank for StoneCastle for funds to be deposited within the Deposit Network. Acting in such capacity, such account bank is referred to herein (collectively, if more than one) as the “StoneCastle Custodian.” In such capacity, the StoneCastle Custodian does not act as your custodian. StoneCastle has the right, in its sole discretion, to appoint a different StoneCastle Custodian at any time 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 StoneCastle Custodian

or any Sub-Custodian, subject to all applicable laws.

Each Insured Depository is a separate FDIC- or NCUA-insured depository institution. You can obtain publicly available financial information concerning any of the FDIC insured banks at 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. You can obtain publicly available financial information concerning any of the NCUA insured credit unions at www.ncua.gov, or by contacting the National Credit Union Administration by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at (703) 518-6300. Neither StoneCastle nor the StoneCastle 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. The StoneCastle Custodian and its affiliates may serve as a Sub-Custodian.

3) APPOINTMENT OF STONECASTLE AS YOUR AGENT

By opening a FICA Account, you are appointing StoneCastle as your Manager and authorized agent to direct the StoneCastle Custodian pursuant to these Terms and Conditions, which StoneCastle may modify by notice to you in accordance with Section 21 “Changes to Terms and Conditions.”

In its capacity as your Manager and authorized agent, StoneCastle will be authorized to: (i) establish an omnibus StoneCastle account at the StoneCastle Custodian for the purpose of receiving all incoming funds of FICA Depositors, and from which all customer withdrawals are sent (“StoneCastle Custody Account”); (ii) keep records as to the amount of your money on deposit in each Insured Depository; (iii) 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; (iv) 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 (v) 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 StoneCastle 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 StoneCastle Custodian will not be privy to instructions you may send to StoneCastle from time to time.

4) 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 and deposited in the StoneCastle Custody Account 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 StoneCastle Custody 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 StoneCastle 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 StoneCastle 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 StoneCastle 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 8 “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 StoneCastle 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 7 “Withdrawals.”

Funds must be posted to the StoneCastle Custody Account by 3:00 p.m. (Eastern Time) on any Business Day in order for the StoneCastle Custodian to initiate a transfer of your funds to the Insured Depositories on the same day. If funds are received at the StoneCastle Custody Account after 3:00 p.m. (Eastern Time) on any Business Day or funds are received on a non-Business Day, then the StoneCastle 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 StoneCastle Custodian nor any Sub-Custodian will be responsible for delays in the processing of funds transfers to or from the StoneCastle Custody 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 5 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.

5) 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 the StoneCastle Custody 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 4 “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 for wiring instructions for your FICA Account. All deposits must be in U.S. dollars.

6) 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 Form to StoneCastle. StoneCastle in turn will be responsible for giving instruction to the StoneCastle 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 StoneCastle 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 StoneCastle 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 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 benefit of StoneCastle with respect to such funds held within the Deposit Network. 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 or NCUA (as applicable) 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 or NCUA, 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. Deposits placed for your FICA Account with a federally insured credit union will not result in your becoming a member of the credit union.

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.

In the event that an Insured Depository rejects additional deposits, or decides to return funds to the applicable Sub-Custodian or the StoneCastle 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 StoneCastle Custodian to transfer such funds to one or more other Insured Depositories. See Section 4 “Transfers and Interest” above.

IN THE EVENT OF A FINANCIAL FAILURE OF ANY INSURED DEPOSITORY, NEITHER STONECASTLE NOR THE STONECASTLE CUSTODIAN SHALL HAVE ANY LIABILITY FOR ANY LOSSES THAT MAY RESULT. THE STONECASTLE CUSTODIAN AND STONECASTLE WILL COOPERATE IN SUBMITTING CLAIMS TO THE FDIC OR NCUA, AS APPLICABLE, 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).

7) 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) 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 reserves the right to take reasonable measures to verify a withdrawal request, and StoneCastle 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 StoneCastle Custodian will not be held liable for any delay, failure or error by any Insured Depository in making payment on any Depository Account.

8) 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 StoneCastle 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, StoneCastle may charge you for specific costs incurred in processing certain 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 to StoneCastle by the StoneCastle

Custodian or any applicable Sub-Custodian).

Such amounts may be deducted by from your FICA Account. StoneCastle reserves the right to charge additional fees with prior notice.

9) FOR CERTAIN CLIENTS INTRODUCED BY THIRD PARTIES / DISCLOSURE STATEMENT

Under an agreement with the entity that introduced you to the FICA Program (the “Introducing Agreement”) as set forth in your FICA Account application (the “Third Party”), StoneCastle has agreed that the Third Party may introduce prospective clients to participate in the FICA Program. The Third Party is not employed by or affiliated in any way with StoneCastle. If you deposit money in the FICA Program as a result of a Third Party’s introduction, StoneCastle may pay the Third Party a fee in an amount determined by the Third Party and communicated to StoneCastle on a monthly basis (the “Referral Fee”). In such instances, StoneCastle may add the Referral Fee to the amount that StoneCastle would otherwise charge you for participating in the FICA Program. Each prospective client introduced by the Third Party to StoneCastle and who deposits money in a FICA Account may receive the same or different monthly account yield; however, other persons who deposit money in the FICA Program, whether introduced to StoneCastle by another party or by depositing money directly with StoneCastle, may receive greater or lesser account yields. If applicable, the Third Party will disclose to you the Referral Fee with respect to each month upon request.

For as long as you have a FICA Account relationship with StoneCastle, StoneCastle may pay the Third Party a Referral Fee. This fee covers any expenses for introduction efforts, as well as, including but not limited to, the expenses of any ongoing, client consultations. In no event will the services include providing cash management services on behalf of StoneCastle in any manner.

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-statement account information.

By opening a FICA Account, 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 StoneCastle in 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 ninety (90) 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.

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 StoneCastle Custodian and any related Sub-Custodian and Insured Depository are open for business.

12) FDIC AND NCUA DEPOSIT INSURANCE

The funds in your FICA Account will be deposited into Depository Accounts at the Insured Depositories through StoneCastle along with funds from other FICA Depositors.

StoneCastle as your agent 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 and/or NCUA 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 and NCUA deposit insurance coverage is normally available for your Deposits up to the SMDIA/SIFMIA, 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/SIFMIA 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 or NCUA, 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, the StoneCastle Custodian nor any Sub-Custodian 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.

In general, the FDIC- and NCUA-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 and NCUA impose 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 StoneCastle 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/SIFMIA, the excess funds would not be insured by the FDIC and/or NCUA. Neither StoneCastle nor StoneCastle 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/SIFMIA 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 and/or NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and/or NCUA before insurance payments are made.

13) TAX WITHHOLDING AND REPORTING

StoneCastle 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 StoneCastle or otherwise by operation of law. Any purported transfer shall not be binding on StoneCastle, the StoneCastle Custodian, 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 StoneCastle 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 StoneCastle 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 StoneCastle 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 StoneCastle 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 StoneCastle 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 StoneCastle 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 StoneCastle 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 Privacy Policy and otherwise as permitted by law. You agree that StoneCastle and its 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 StoneCastle 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 may notify you of such process by telephone, electronically or in writing. If StoneCastle or the

StoneCastle 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 may charge such costs to your FICA Account. You agree to indemnify, defend and hold StoneCastle, the StoneCastle 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 StoneCastle 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 StoneCastle 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.

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 New York without regard to its conflict of law provisions.

Unless otherwise provided herein, StoneCastle, the StoneCastle 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 or the StoneCastle Custody Account. You agree that neither StoneCastle nor the StoneCastle 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 STONECASTLE

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 and/or NCUA insurance available under the FICA Program. Depending on the individual facts and the ownership rights and capacities in which funds are held, additional FDIC and/or NCUA 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, and the StoneCastle 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 courts of the State of New York, or in the United States District Court for the Southern District of New York, 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.