

Client Name:	Date:

FICA[®] Account Terms and Conditions: Non-Governmental Entities

Effective October 1, 2018

Introduction

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

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

StoneCastle will direct the FICA Custodian to deposit funds from your FICA Account, 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 who are listed on its records.

The amount of money from your FICA Account that is deposited in any single Insured Depository, as shown on the records of the FICA Custodian, will at all times be within the FDIC and NCUA insurance limits ensuring that your entire deposit in the FICA Program 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 are currently \$250,000 per depositor, per Insured Depository.

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

1) Minimum Initial Deposit and Account Eligibility

The FICA Program requires a \$1,000,000 minimum initial deposit to open an Account. StoneCastle may change such minimum in its discretion. There is no minimum amount required for subsequent deposits. The FICA Program is open to participants that are (a) both “accredited investors” under the Securities Act of 1933 and “qualified purchasers” under the Investment Company Act of 1940 as amended and/or (b) U.S. governmental units.

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

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

2) Appointment of StoneCastle as your Agent

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

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

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

StoneCastle is registered as an investment adviser with the Securities and Exchange Commission. U.S. Bank is a national banking association with trust powers with an office in Boston, Massachusetts. U.S. Bank is not affiliated with StoneCastle. StoneCastle has the right, in its sole discretion, to appoint a different custodian for your FICA Account with prior notice.

Each Sub-Custodian will be a “Bank” as defined in Section 2(a)(5) of the Investment Company Act of 1940. U.S. Bank National Association may also serve as a Sub-Custodian.

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

You can obtain publicly available financial information concerning any of the FDIC insured banks at www.fdic.gov or by contacting the FDIC Office of Consumer Affairs by mail 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.

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.

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

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 or with rates offered by other depository institutions in comparable accounts. You should compare the terms, interest rates, required minimum amounts, 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 accrue on the Business Day (as defined below) your funds are timely received in investible form by the FICA Custodian through the date of a withdrawal request. Your FICA Account should generally be credited with

the funds on the Business Day following the day your withdrawal request is processed. See Section 7 “Withdrawals.”

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

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

5) Deposits

There is a \$1,000,000 minimum initial deposit required to open a FICA Account. StoneCastle may change such minimum in its discretion. There is no minimum amount required for subsequent deposits. Funds must be posted to your FICA Account by 3:00 p.m. (Eastern Time) on a Business Day for transfers of such amounts to be initiated to the Insured Depositories on such date. See Section 4 “Transfers and Interest” above. You should call StoneCastle at (866) 343-5516 or consult our website at www.FICAaccount.com 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. 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.

Amounts in your FICA Account along with funds from other FICA Depositors will be deposited by the FICA Custodian at the direction of StoneCastle into one or more Depository Accounts at multiple Insured Depositories. The Depository Account(s) at each Insured Depository will be named as follows (or in a substantially similar manner): “[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 custodian for the FICA Custodian which acts as Custodian for the FICA Depositors. In the event of the failure of an Insured Depository, where the deposits are not assumed by another Insured Depository, StoneCastle will promptly cause the Sub-Custodian to submit an insurance claim to the FDIC or NCUA 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 that credit union.

In the event that an Insured Depository rejects additional deposits, or decides to return funds to the FICA Custodian (or closes the Depository Accounts at the Insured Depository entirely), or StoneCastle decides to withdraw funds in whole or in part from an Insured Depository, StoneCastle will direct the FICA Custodian to transfer such funds to one or more other Insured Depositories. See Section 4 “Transfers and Interest” above.

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.

7) Withdrawals

Withdrawals from your FICA Account may be made on any Business Day. You may request a withdrawal from your FICA Account by accessing our website at www.FICAaccount.com (or where appropriate, by contacting your advisor) and following the directions under the section entitled “Account Withdrawals.”

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 FICA Account will usually be credited with the withdrawal proceeds by the next Business Day. Thereafter, the FICA Custodian will return the funds in your FICA Account to the account designated by you. 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 FICA Account will be credited with the withdrawal proceeds 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 Insured Depositories do not generally post interest to a Depository Account on a same day basis, there may be a delay between the date of your withdrawal request and the date on which you receive all of the interest that accrued in the Depository Accounts to the effective date of your withdrawal.

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

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 Depositories is credited to your FICA Account. The FICA Fee charged may vary between Insured Depositories but will never exceed the gross interest earned by your FICA Account from the Insured Depositories at which the interest is earned. Neither the FICA Custodian nor any Sub-Custodian will charge you a separate fee for holding your FICA Account and any such fee will be paid separately by StoneCastle.

In addition, with prior notice, the FICA Custodian may charge you for specific costs incurred in processing transactions as well as certain other administrative fees and expenses for unusual transactions including, but not limited to, wire requests, copies of statements and special research services.

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

9) For 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 the 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. The foregoing disclosure relates to certain conflicts of interest related to a Third Party’s introduction of you to StoneCastle, and are provided to you in accordance with the provisions of Rule 206(4)-3 of the Investment

Advisers Act of 1940, as amended. In addition, upon commencing any referral activity with the entity that referred you to the FICA Program, you hereby acknowledge that you have received a current copy of the Form ADV Part 2A of StoneCastle, and reviewed this disclosure statement.

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

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

You should download and retain all account statements. You must notify StoneCastle immediately of any discrepancies noted on your account statement.

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 New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day (each day the FICA Program is open is referred to herein as a "Business Day"). Deposits to, and transfers or withdrawals from your FICA Account may only be made on days that the FICA Custodian and any related Sub-Custodian and Insured Depository is open for business.

12) FDIC and NCUA Deposit Insurance

The funds in your FICA Account will be deposited into Depository Accounts at the Insured Depositories along with funds from other FICA Depositors. The FICA Custodian keeps records of how much each FICA Depositor has on deposit in each Insured Depository based on information supplied to the FICA Custodian by StoneCastle. The amount of money that any FICA Depositor has on deposit in any single Insured Depository through the FICA Program will never exceed the insurance limits per depositor of the FDIC and NCUA, respectively. Accordingly, each FICA Depositor will be entitled to FDIC and/or NCUA insurance on all of its FICA Account funds on deposit in each Insured Depository in the event of the failure of an Insured Depository unless insurance coverage is impacted by any money you hold at an Insured Depository outside the FICA Program. **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 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.

Neither StoneCastle nor the FICA Custodian nor Sub-Custodians monitors or takes any responsibility for money you may have at an Insured Depository outside the FICA Program. You are solely responsible for monitoring your deposit insurance coverage at any Insured Depository to ensure that your funds at any Insured Depository do not exceed applicable 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.

Amounts in your FICA Account at the FICA Custodian that are not on deposit in Depository Accounts and not covered by FDIC and/or NCUA Insurance are not at risk should the FICA Custodian fail because such amounts are not held as an asset of the FICA Custodian (or reflected as a liability of the FICA Custodian). Since your FICA Account is a custody account, assets that are held by the FICA Custodian (including uninvested cash held at the FICA Custodian and deposits in the Depository Accounts at Insured Depositories) for safekeeping in custody are not considered assets of the FICA Custodian, and cannot be reached by any creditors of the FICA Custodian. The assets remain the property of the FICA Depositor, whether such assets are registered in the FICA Depositor's name, the FICA Custodian's name, a Sub-Custodian's name or in nominee name. The FICA Custodian is simply acting as custodian, holding your assets on your behalf and performing duties such as collecting interest from the Insured Depositories.

13) Tax Withholding and Reporting

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

14) Transferability; Assignment

The ownership of a FICA Account may not be transferred by you except with the express written consent of the FICA Custodian and StoneCastle or otherwise by operation of law. Any purported transfer shall not be binding on the FICA Custodian, StoneCastle or the Insured Depositories until sufficient documentation has been received.

15) Termination; Closing of Account

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

16) Ordinary Care

Any liability for any act or omission by StoneCastle, the FICA Custodian, a Sub-Custodian or any Insured Depository or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree

that any act or omission by StoneCastle, the FICA Custodian, a Sub-Custodian or any Insured Depository in reliance upon or in accordance with the rules and regulations of the Uniform Commercial Code, any 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. In no event shall StoneCastle, the FICA Custodian, a Sub-Custodian or any Insured Depository be liable for any type of indirect, special, consequential or punitive damages, even if we are aware of the potential for such damages.

17) Personal Information

You agree that StoneCastle, the FICA Custodian and their service providers will share information concerning you and your accounts in connection with providing the services contemplated by these Terms and Conditions, and may disclose information about your FICA Account to any affiliate in accordance with StoneCastle's and the FICA Custodian's Privacy Policy and otherwise as permitted by law. You agree that StoneCastle, the FICA Custodian and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the FICA Program. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should refer to the Privacy Policy included with your FICA Account opening documents and annually thereafter.

18) Legal Process

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

19) Confidentiality and Ownership of the FICA Program

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

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 FICA Custodian, any Sub-Custodian and the Insured Depositories may comply with applicable clearinghouse, federal and correspondent bank rules in processing transactions for your FICA Account. You agree that neither StoneCastle nor the FICA Custodian or Sub-Custodian is required to notify you of a change in those rules, except to the extent required by law.

21) Changes to Terms and Conditions

By opening a FICA Account, you agree to the Terms and Conditions set forth herein, which have been attached to your FICA Custody Agreement (“Applicable Terms and Conditions”). You also agree that the Applicable Terms and Conditions is the only version of the FICA Account Terms and Conditions which govern your FICA Account. StoneCastle may make a material change to these Terms and Conditions at any time upon 15 days prior notice to you or on such shorter notice as may be set forth herein.

All questions regarding your FICA Account should be directed to StoneCastle or to your financial advisor.