Click & Tab To Begin

UnionBank

ONLINE TRUST & CUSTODY USER ENROLLMENT APPLICATION

I am the owner of the Account(s) designated below, or an Authorized Signer for the User's Company and authorized to act on behalf on the Company whose informaton is designated below. As such I hereby apply for a User ID, or authorize Bank to issue a User ID to the User-Applicant designated below, and agree to the terms and conditions of the Union Bank of California Online Trust & Custody Agreement which are incorporated herein by reference, and to which we all agree to be bound.

SECTION 1 - To be completed by all applicants

COMPLETE USER APPLICANT INFORMATION, SIGN, AND SUBMIT TO UNION BANK.

SELECT ONE ☐ NEW ☐ MODIFY

USER-APPLICANT INFORMATION

REQUESTED USER ID (MINIMUM OF 7 AND MAXIMUM OF 32 CHARACTERS)			
FIRST NAME	LAST NAME		
PLAN NAME (IF APPLICABLE)			
ADDRESS	CITY	STATE	ZIP
EMAIL		TELEPHONE	
USER SIGNATURE		DATE	

SECTION 2 - To be completed by third party applicants only

USER'S COMPANY INFORMATION

COMPANY NAME			
ADDRESS	CITY	STATE	ZIP

AUTHORIZED SIGNER FOR USER'S COMPANY

FIRST NAME	LAST NAME	TITLE	TELEPHONE
SIGNATURE			DATE

SECTION 3 - To be completed by all applicants

ACCOUNT ACCESS INFORMATION

ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME

USER-APPLICANT INFORMATION

REQUESTED USER ID (MINIMUM OF 7 AND MAXIMUM OF 32 CHARACTERS)	
FIRST NAME	LAST NAME
COMPANY/PLAN NAME (IF APPLICABLE)	

SECTION 4 - To be completed by Union Bank on behalf of applicants

RELATIONSHIP MANAGER/ADMINISTRATOR APPROVAL

ACCOUNT INFORMATION ACCESS (CHECK APPLICABLE BOXES BELOW)

☐ BASIC RETRIEVAL (HOLDINGS & TRANSACTIONS)

ADDITIONAL PERMISSIONS

☐ ACCOUNT STATEMENTS (Must provide Recipient ID) _____

☐ ANTICIPATED CASH REPORT

☐ CLOSED ACCOUNT INFORMATION

☐ CORPORATE ACTION VIEW ONLY

☐ CORPORATE ACTION VIEW AND RESPOND

☐ SUPPRESSED TRANSACTIONS

TRADING PERMISSIONS

☐ EXECUTED TRADE INPUT

☐ MUTUAL FUND TRADE INPUT (Must provide Trading Limit)
Trading limit in U.S. dollars $ _____

☐ REPO TRADE INPUT

RELATIONSHIP MANAGER/ADMINISTRATOR	MAIL CODE	TELEPHONE	DATE
RELATIONSHIP MANAGER/ADMINISTRATOR SIGNATURE			
ADDITIONAL MANAGEMENT SIGNATURE (As required)			

PROJECT MANAGEMENT & USER SUPPORT USE ONLY

ASSIGNED USER ID	COMPANY CIF NUMBER	DATE CLIENT NOTIFIED	SIGNATURE

Exhibit A

UNION BANK, N.A.
ONLINE TRUST & CUSTODY USER AGREEMENT

Each User/Authorized Person: Please copy and retain for your records.

Online Trust & Custody Agreement and Authorization for online agreement:

By checking "I agree" below, I agree to all of the following terms and conditions for the Union Bank, N.A. ("Bank") Online Trust & Custody Agreement ("Agreement") :

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IMPORTANT LEGAL INFORMATION ABOUT THIS WEBSITE
PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

1. Terms and Conditions of Use.

By using this website, I signify my assent to these terms and conditions of use and to the Online Trust & Custody Application and Agreement ("Agreements"). If I do not agree to these Agreements, I will not use the website. Bank reserves the right, at Bank's discretion, to change, modify, add or remove portions of these Agreements at any time. Bank will post all such changes on the website, which I will be required to accept prior to continuing to use the Service, which shall constitute notice to me of such Amendment. If I have any questions regarding this Agreement or electronic access to Account information, I will contact my Account Relationship Manager at the Bank.

I hereby agree to the Online Trust & Custody service (the "Service") Agreement for the services as described below and on the Online Trust & Custody website, which can be changed by Union Bank of California, N.A. (the "Bank" or "you") from time to time. I agree to review the "Messages" function on the Online Trust & Custody website periodically to see any changes to the Service. I authorize you and your agents and assigns to provide the Service to me or anyone else to whom I give my User ID in connection with the accounts designated on the Online Trust & Custody User Enrollment Application form, over which I certify that I am a person authorized by the Account owner or Authorized Person to have access to Account information or to direct transactions in the Account (the "Accounts"). Any person whom I authorize by giving my User ID or by a separate notification to Bank, or their agents, are collectively, "Authorized Persons", and I and those Authorized Persons agree to the terms of this Agreement. The terms "User", "I", "my" and "Authorized Persons" refer collectively to me and to any other User I authorize to access the Service.

If I click I Agree below, I agree that:

(a) Any notice, record or other type of information that is provided to me in connection with my Accounts or the Service, such as change-in-term notices, privacy disclosures, fee schedules, notices of corporate actions, and confirmations of Trades, and any other type of notice, (each a "Customer Notice"), may be sent to me electronically by either posting the information at Bank's protected web site or by sending it to me by e-mail.

(b) Bank will not be obligated to provide any Customer Notice to me in paper form unless I specifically request Bank to do so. I may decline electronic delivery of Customer Notices by calling my Account relationship manager. However, withdrawing my consent means I will no longer be able to access the Service.

(c) If Bank sends me e-mail notification that a Customer Notice has been posted on Bank's web site, Bank's e-mail will include the location on Bank's protected web site (URL) where the Customer Notice has been posted. Please note that Bank may not post a Customer Notice on Bank's web site if Bank has included its wording in an e-mail to me. I agree to review any changes to this Agreement promptly upon receipt of Bank's Customer Notice. By continuing to use the Services that are subject to the change after the effective date for a change in terms set forth in a Customer Notice, I indicate my agreement to the changes.

(d) Posting of Statements and Notices -- Until I instruct Bank otherwise in accordance with the terms of this Agreement, Bank may notify me via e-mail when Bank has posted a Customer Notice on Bank's web site, and each such e-mail notice shall be deemed to have been received by me on the day Bank sends it. Any such Customer Notice shall remain accessible there for 90 days after the later of: (a) the date of Bank's e-mail notice, or (b) the date the Statement was first posted on Bank's web site. Bank may also send me Customer Notices via e-mail only, that is, without also posting the Customer Notice on Bank's web site. I also agree to receive Customer Notices by electronic delivery only. However, if I decline to receive electronic Customer Notices I would no longer be able to access the Service.

(e) Accessing Account Information and Notices -- My posted Account information Customer Notice will be available at Bank's web site for at least 90 days after the later of: (a) the date of Bank's e-mail notice, or (b) the date the Customer Notice was first posted on Bank's web site. I may save my Account Information, Statement data, and Customer Notice (whether a Customer Notice is posted on Bank's web site or is set forth only in Bank's email to me) to my computer and/or print them, as I choose. I may view my Account information, Statement or Customer Notice posted on Bank's web site either as a web page or as a PDF document. To view the PDF, I will need Adobe Reader® (a recent version). The current version of Adobe Reader is available free from Adobe's web site (http://www.adobe.com/products/acrobat/readstep2.html). There is no fee for this download. I will be able to view the most recent twelve months of Statements and Customer Notices. After they have been available on Bank's web site for 90 days, Statements are stored in Bank's archives for at least five years, and I can request copies at any time from my Account relationship manager.

(f) My E-Mail Address -- If for any reason the e-mail address I provide Bank changes or becomes inoperable for more than a short period of time (that is, excluding short-term periods of unavailability of my e-mail service for such reasons as use of my dial-up Internet connection line to make a telephone call, technical problems encountered by my Internet Service Provider, 'Mail Box Full' conditions, temporary suspension of e-mail service for unpaid provider fees, and the like), I agree to contact Bank immediately so that Bank can continue to provide me with Service and Customer Notices. I AGREE TO PROMPTLY LOGIN TO UNIONBANK.COM IN ORDER TO CONFIRM, UPDATE OR CHANGE YOUR E-MAIL ADDRESS. If for any reason I am not able to login to UnionBank.com, I agree promptly to call Bank at 1-877-445-3599 to inform Bank that I am not able to do so.

(g) Undeliverable E-Mail -- If Bank tries to notify me by e-mail that a Customer Notice has been posted online, or if Bank tries to send me an e-mail that contains a Customer Notice not also posted on Bank's web site, and Bank learns that the e-mail is undeliverable for any reason, Bank may try again one or more times to send Bank's e-mail notification to my e-mail address in Bank's file. In the alternative, Bank may: send me a notice that a Customer Notice(s) have been posted in the Service; and/or remind me how to confirm, update or change my email address.

I hereby certify that all statements in this Agreement are true and complete and are made for the purpose of obtaining the Service and I authorize you to obtain such information as you may require concerning the statements herein, and I acknowledge my responsibility to inform you of any change in name or address or authorized status of an Authorized Person within a reasonable time.

Use of the Service is subject to the terms and conditions stated herein, and the terms and conditions of the trust/agency/custody agreement I have or my principal has with Bank or any of Bank's affiliates, as well as the terms of Service, disclaimers and any Change in Terms described on the Online Trust & Custody website, to which I agree.

2. Description of Service.

A. Online Information and Corporate Actions Elections:

The Service consists of providing access on-line to my Account(s) for information retrieval purposes , and to enable me to direct the Bank with respect to my elections to accept or reject voluntary corporate actions, including but not limited to tender offers, rights and warrant exercises, optional exchanges, distribution, conversion and other offers related to securities held in my Account (together 'corporate actions') only. Format and content of account reports may be changed by Bank at any time. My access to Account information will show me interim Account reports, such as an interim Account asset holdings list, anticipated corporate actions reports, transaction and pending transaction reports, and reports of asset changes such as stock splits, mergers and acquisitions, and calls, which are provided by the Bank through my on-line inquiry. By means of the Online Trust & Custody User Enrollment Application form, I may designate the nature and extent of access to my Account Information and authority to direct Trades by my various Authorized Representatives. I and my Authorized Persons may begin using the Service only after Bank has provided me and my Authorized Persons, with a User ID and confirmed my and their respective enrollment as an Online Trust & Custody User, either for View and corporate actions elections only, or for those Services plus mutual fund Trading.

I agree that interim reports are NOT an official Account statement from the Bank. They have NOT been audited or certified, and are subject to adjustment or change for a wide variety of possible reasons such as pending purchases, sales, trades, contributions, distributions and valuations. I agree to review the paper copy of my annual account statement for the Bank's certification and any disclaimers thereto, including uncertified valuations provided by third parties.

B. Mutual Funds Trading Capability Through the Service:

I may also direct mutual funds purchases and sales transactions within my Account(s), and if applicable because my Account is an employee benefit plan, such transactions shall be within the mutual funds made available through my employer's mutual funds menu ("Trades"). I agree that I may only direct all other securities transactions or give Bank any other directions by sending written directions to Bank, and I agree that I will not attempt to give any such other directions to Bank online through the Service.

I agree that Bank makes no commitment that the Trading Service will always be available, that Bank makes no guarantee regarding the mutual funds trading capabilities under the Trading Service, that information related to my Account(s) entered within the prior 72 hours may not appear on the Online Trust & Custody website, and that transactions are entered by me, and delivery of my Trade directions is based on my computer system's functionality and Bank is not liable if Trade directions are entered incorrectly by me, or is incorrect, there is insufficient cash or mutual funds units in my Account to complete the directed Trade, or mutual funds are not immediately available, or online delivery of my Trade instructions fails or is delayed by causes outside the control of Bank.

My Responsibilities for Mutual Fund Trading

I will at all times determine that there is adequate cash or shares or units of mutual funds in my Account to cover any purchases or sales of mutual funds I direct, and I agree that if there is not sufficient cash or shares or units of mutual funds in my Account to cover a Trade, I will be deemed to have not given any Trade direction, and Bank shall not be responsible to enter the Trade and I agree it will be rejected by Bank and hereby approve any such rejection of any such attempted Trade. I agree that Bank shall have no responsibility or liability for any such attempted Trade that is not completed and/or rejected if there is insufficient cash or shares or units of mutual funds in my Account at the time I direct the Trade. I agree to review the prospectuses for any mutual funds, and agree to be bound by their terms and conditions, including but not limited to any loads or redemption fees applicable to my Account, any frequent or late day trading policies, any fund closings, or other limitations the mutual funds or Securities Exchange Commission place on trading.

I agree that I will not have given the Bank an effective Trade directive until all of the following have occurred:

i) I have agreed to the terms of the Online Trust & Custody Agreement and this Addendum;
ii) I have given to the Bank my Trade direction(s) by entering the direction on the Buy Mutual Fund or Sell Mutual Fund screens on the Service or other appropriate screen within the Service (the "Trade Screens");
iii) If applicable because my Account is an employee benefit plan, I have directed a Trade within the mutual funds made available within my employer's authorized mutual funds menu;

iv)I have received a verification notice via a Verify Screen on the Service showing the directed Trade. I agree to review the Verify Screen, and if it is correct, I will Submit the transaction for processing. If the Verify Screen is incorrect, or if I change my mind, I will Cancel the pending transaction request, and may give a new securities transaction directive.

NOTE: If I do not receive a Verify Screen, the mutual fund transaction directive has not been received by the Bank or executed. I will contact my Account Administrator for assistance;

NOTE: Once I Submit the transaction for processing, it is irrevocable, and cannot be changed.

v) I have received a Confirm Screen showing the transaction as entered with a Trade Confirmation Number.

NOTE: If I do not get a Confirm Screen, and a Trade Confirmation Number, I will IMMEDIATELY contact my Account relationship manager, as the Trade may not have been executed;

vi) My Trade direction is actually received by Bank no later than the transaction time deadlines imposed by the Bank and by the mutual funds which I wish to trade ("Deadlines");

Such Deadlines are normally 12:00 p.m., Pacific Time on any day when both the Bank and the securities markets are open for business ("Business Day"). NOTE, some mutual funds place earlier Deadlines on mutual fund trades.

If my Trade direction is not received by the Deadline on a Business Day, I agree that the Trade will generally be executed on the following Business Day.

Any Trade attempted on a non-Business Day will generally be transacted on the next Business Day.

I agree that I will accept an electronic confirmation of the Trade in the form of the Confirm Screen. I will immediately review the Confirm Screen, on which the actual Trade information and date of the Trade will be shown. This date may differ from the date shown on the Verify Screen, based on whether the Bank received my Trade direction by the Deadline established by Bank and/or the mutual fund;

vii) I have accurately directed the Trade(s) (such as using correct cusip or ticker information, correct mutual funds, the number of shares or units, or amount of the Trade);
viii) I ensure that there is sufficient cash or shares or units available in my Account to transact any directed Trade(s), and agree that the Online Trust & Custody Service will not accept a Buy Order if there is not sufficient cash in my Account or exceeds my Trading Limit, and will not accept a Sell Order if my Account does not hold sufficient shares or units of the mutual fund to cover the Sell Order. I will take into account that, although the usual mutual fund trade settles one day after trade date, such settlement could take longer due to various circumstances;

ix) I agree that I will wait for the cash from the sale of any mutual fund shares or units to be credited to my Account before I enter a Buy Trade for those proceeds;

x) I have accessed the Website using my correct User ID and password and other security procedures.

C. Limitations on Trading
Use of the Service and any Trades I or my Authorized Persons direct are subject to the terms and conditions stated herein, and the terms and conditions in my trust/agency/custody Account agreement.

I agree NOT to use the E-mail function of the Service to send Bank instructions to buy or sell any securities in my Account, and for mutual funds, I will only give online Trade directives through the Online Trust & Custody website Mutual Fund Trade Screens. I understand that Bank will only honor Trade instructions communicated by me through the Service, if they are directed through the Mutual Fund Trade Screens of this Service for mutual funds, which conform to trading Deadlines and if there is sufficient cash in my Account to cover the Buy Trade or sufficient shares or units of a mutual fund to cover a Sell Trade. I may also give the Bank mutual fund directions by written direction outside of the Service. I agree that I will give Bank written directions by means other than through online Service, related to any other securities or assets in my Account. I agree to use Trading Service within the limits provided in this Agreement.

I agree that Bank makes no commitment that the Service will always be available, that Bank makes no guarantee regarding the Service, that information related to my Account(s) entered within the prior 72 hours may not appear on the Online Trust & Custody website, and that some information and transactions are entered by me, and availability of that information or delivery of those transactions to Bank is based on my computer system's functionality and Bank is not liable if that information is not immediately available, or is entered incorrectly by me, or is incorrect, or fails to reach Bank, unless the error is directly caused by the Bank's gross negligence or willful misconduct.

All prices and market values contained in these interim reports and lists are received from sources believed to be reliable. However, the Bank does not guarantee the accuracy of such prices and market values. Further, some of the assets listed in these reports and lists may not be held in custody by the Bank, and are only listed for accounting and reporting purposes in accordance with arrangements between me and the Bank. Any Screen showing Anticipated Income, Estimated Yield, Accruals, anticipated corporate actions or other anticipatory information assumes that my Account actually holds the assets listed at the applicable ex-dividend or entitlement date and receives the dividends, capital gains distributions, interest or other payments there from. Such receipt is not guaranteed, and is dependent on many factors, including that I continue to hold an asset on date of entitlement to the payment, corporate actions, contributions, distributions, valuations, and that the payor has not defaulted or some other factor outside the control of Bank has not occurred. I agree that I will rely on my account's annual certified Account statements, and not on estimates or anticipatory information contained on these Screens. The recipient and not the Bank will be liable for any use of information from these reports or lists or the Service.

3. My Responsibilities.

To access the Service, I will need a computer and modem, an Internet Service Provider ("ISP"), and a browser supporting 128-bit encryption. I am responsible for the selection, installation, maintenance, and operation of my computer and browser software and the compatibility of such equipment and my ISP with the Bank's and it's other service providers' systems. Technical or other problems with my equipment will result in Service interruption, and Bank shall have no liability therefore. The risk of error, failure, or non-performance is my risk and includes the risk that I do not operate the computer or software properly. Bank is not responsible for any errors or failures from any malfunction of my computer or the software; nor is Bank responsible for any electronic virus or viruses or virus-related problems that I may encounter. Bank shall have no liability to me for any damage or other loss, direct or consequential, which I may suffer or incur by reason of my use of the computer or the software to review my Account activity or transact securities transactions or direct Bank to take any action.

I will use my designated user identification ("User ID") to gain access to the Service. I will then establish a password. I will safeguard my security by changing my password frequently, and maintain my User ID and password confidential in order to prevent unauthorized access to Account information and the Service. No Parties will have access to the Service without first completing an Online Trust & Custody User Enrollment Application form and securing a User ID.

My responsibility includes any action affecting, or unauthorized use of, Account information or trading in the Account, including but not limited to when I leave my workstation without securing Account information or if I fail to log out at the end of a session. I am responsible for any actions taken with my User ID and password whether initiated by me or someone else using my User ID or password. I agree to contact Bank immediately if I suspect that someone has unauthorized access to my Account.

4. System Security.

Internet and email communications are not confidential. It is possible that information transmitted to or by me may be read or obtained by other parties. In an attempt to protect my privacy, Bank has instituted a Service security infrastructure, which is comprised of my use of a password and a User ID, and any of the following key components:

· Physical security - Comprehensive security measures at the Information Technology Center to restrict unauthorized access and to protect all hardware and data

· Infrastructure Security - Designed to limit and control access to critical resources

· Authentication - The process takes place each time a user attempts to login by entering a User ID and password

· Authorization - This takes place immediately after login, and determines the application functions and data the user may access

· Transmission Privacy - Encryption achieved through Secure Sockets Layer Protocol (SSL)

Account Information Bank provides electronically will be stored on Bank's secure server(s) and protected by advanced encryption techniques. These security measures are intended to keep this important information secure so that only I may see it; however, this security is contingent upon my responsible behavior in protecting my User ID and password I use for online review. I agree to use maximum caution in protecting my User ID and password.

Note - For more details regarding system security, please contact the User Support Center at 1-877-445-3599.

5. Additional Agreements.

Bank may terminate this Service upon 90 days advance notice; my non-usage of the Service for 90 consecutive days or any use of the Service perceived by Bank as inappropriate, may result in termination of the Service. I agree that any time after such notice period or period of non-use or inappropriate use, you may discontinue the Service.

I agree that the Service is for my individual use, and I agree that I will not give any third party any access or ability to use my password or User ID without the Bank's prior written consent. I agree that the use of passwords or User IDs is meant to assist in protecting against unauthorized persons accessing Account information or effecting unauthorized trades in my Account. Bank shall in no way be responsible for damages
resulting from improper, inadequate, or unauthorized use of the Service or my User ID or password.

Bank shall in no way be responsible or liable for any consequential, remote or indirect damages resulting from my use or any improper, inadequate, or unauthorized use of the Service, or my User ID or password or release of my Account information through the Service or for any errors or failures due to any malfunction of my computer or the software, the unsuitability of my computer or the software, or any virus. Use of the Service is subject to the terms and conditions stated herein, and the terms and conditions in my trust/agency/custody Account agreement.

Access to Information Only; No Messages From Me; No Transactions other than Corporate Actions Elections and Mutual Fund Trades. This Web Site Service provides on-line access to my Account and financial data for information retrieval purposes, to allow me to direct Bank with respect to my corporate actions elections, and to direct mutual fund Trades only. **I agree not to use this Service for any other transaction, and not to use any email messaging function to send Bank or its affiliates instructions to buy or sell any Account assets or securities or to otherwise effect any transactions. I agree that neither Bank nor its affiliates will acknowledge or honor trade instructions communicated through this Service other than for mutual fund Trades if all of the conditions in this Agreement are met. I agree that instructions to buy or sell any Account assets or securities besides mutual funds or to otherwise effect any transactions must be communicated to Bank or its affiliates only in writing or by other acceptable means established by Bank or its affiliates in connection with my Account(s).** I agree to use Service within the limits provided in Section 2 of this Agreement.

Bank will not be liable for any consequential, remote or indirect damages resulting from my use of the Service, or for any errors or failures due to any malfunctions of my computer, or my software, my ISP, or browser, or the unsuitability of my computer or my software, my ISP or browser or any virus.

By accessing other websites through links provided by Bank, I agree to the following terms and conditions. The material available on these sites has been produced by independent providers that are not affiliated with Bank. Any opinions or recommendations expressed are solely those of the independent providers and are not the opinions or recommendations of Bank. Bank does not provide any legal, tax, or accounting advice or advice regarding the suitability or profitability of a security or investment. Information obtained by the independent providers (the "Information") is believed to be reliable. However, Bank does not guarantee the timeliness, sequence, accuracy, adequacy, or completeness of such Information. BANK GIVES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE INFORMATION, NOR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

All third party-provided information furnished by Bank pursuant to this Agreement is proprietary to those third parties (or third parties' licensors), is intellectual property that is protected by copyright laws, and is so furnished at Bank's request and for Bank's exclusive use. No information so furnished may be copied or otherwise reproduced, repackaged, further transmitted, transferred, disseminated, distributed, redistributed, sold, resold, leased, rented, licensed, sublicensed, altered, modified, adapted, or stored, for subsequent use for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, by me or any other person or entity, without such third parties' prior written consent.

Hold Harmless Provisions. Bank and any independent provider/transmitter of Information shall not be liable in any way for (1) any inaccura cy, error, or delay in, or omission of (a) any Information or Service provided by Bank, or (b) the transmission or delivery of Information or Service provided by Bank, and (2) any loss or damage arising from or occasioned by any such inaccuracy, error, delay, or omission, or non-performance, when following directions of Authorized Persons or others who may gain access to Service through any act or omission by Authorized Persons. Bank shall have no liability for interruption, error or inaccuracy of Information or Service provided by Bank due either to any negligent act or omission by providers/transmitters of Information or to any "force majeure" (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or incompatibility) or any other cause beyond the reasonable control of Bank or the Information providers/transmitters. This hold harmless shall not apply to the extent the inaccuracy, error, delay, omission, non-performance or loss or damage as a result therefrom was directly caused by the Bank's gross negligence or willful misconduct, and not due to any act or omission or direction by any Authorized Person or others gaining access to Service. In addition, these hold harmless provisions shall survive termination of this Agreement.

My Equipment; Technical Failures, Viruses and Other Harmful Components. I am responsible for providing all hardware, software, telephone or other communications equipment and/or service to connect to the Internet and access the Web Site and am responsible for all Internet access charges, telephone charges or other fees or charges incurred by me in connecting to the Internet and accessing the Web Site. I agree that Bank shall not be liable, and agree to indemnify and hold Bank harmless, for any loss, damage, or expense attributable to any inaccuracy, error, delay in, transmission or omission of, non-performance, interruption or unavailability of any information due to viral contamination infecting the Internet, power failure, equipment, software malfunction or to any other cause in each case that is beyond the reasonable control of Bank. I have exclusive responsibility to scan downloaded information received through the Internet for computer viruses, 'worms,' 'Trojan horses' and the like. Bank shall not be liable for any damages, including lost profits or trading losses, arising out of reliance upon, or the inability to access or use, information on this Web Site or other linked web sites.

6. Bank Access to Information.

All personal information which I furnish to Bank in connection with this Agreement and/or the Web Site is subject to the UnionBanCal Corporation Online Privacy Policy for Consumers and the Union Bank Web Security policy, both of which are linked to this Web Site. Notwithstanding any provision of federal or state law to the contrary, I authorize and consent to the transmission, and sharing of, and access to my confidential account, financial and personal information by Bank through this Web Site or through links from this Web Site to other web sites to:

a. Providers the Bank or its affiliates contract with to provide services through this Web Site (whom Bank requires to adhere to the same privacy policies, standards, laws and regulations that apply to Bank);

b. Authorized Users I have authorized, such as investment advisors, accountants, legal counsel, and the like, until such time as I revoke the authority previously given;

c. My Bank Relationship or Account Manager and his or her successor (provided, however, that I may at any time restrict this individual's access to my information only to accounts and other financial relationships I have with Bank); and

d. Other Departments of the Bank and any of Bank's affiliates (provided, however, that I may at any time limit or terminate access by any Bank affiliate and/or by any Bank Department other than my Bank Relationship or Account Manager, whose access I may restrict to accounts and other financial relationships I have with Bank).

I UNDERSTAND AND AGREE THAT THIS CONSENT SHALL BE EFFECTIVE IMMEDIATELY AND SHALL SUPERSEDE ENTIRELY ANY FAIR CREDIT REPORTING ACT 'OPT OUT' WHICH I MAY HAVE EXERCISED BEFORE GIVING MY CONSENT TO THIS AGREEMENT. (A Fair Credit Reporting Act 'Opt Out' prevents the sharing among Bank and its affiliates of non-experience, non-transaction information about me.)

This consent will remain in effect until the Bank receives notice, in the manner described in Bank's On-Line Privacy Policy linked to this Web Site, that this consent is modified or revoked. THIS MEANS THAT IF I EXERCISE A FAIR CREDIT REPORTING ACT 'OPT OUT' AFTER I ENTER INTO THIS AGREEMENT I WILL TERMINATE ACCESS TO MY FINANCIAL INFORMATION ON THE WEB SITE BY ANY BANK AFFILIATE.

7. Insecure Communications.

Due to the inherently limited security mechanisms for the Internet, I agree, understand and acknowledge that information transmitted by e-mail may be accessed by third parties and that Bank does not guarantee the privacy, security, or authenticity of electronic transmissions of information sent and by e-mail.

8. Placement on Bank's Internal "Do Not Solicit" List and Limited Consent to E-mail, Telephonic, Facsimile, and Other Communications.

By agreeing to use this Website, I instruct Bank to register me on the Bank's internal "Do Not Solicit List," which will generally prevent me from receiving unsolicited communications from Bank by such means as postal mail, e-mail, facsimile transmission, or telephone. Notwithstanding the above, and notwithstanding any provision of federal or state law to the contrary, I specifically authorize communications by such means as postal mail, e-mail, facsimile transmission, or telephone from the following: a. my Bank Relationship Manager and his or her successors (provided, however, that I may at any time restrict this individual's access to my information only to accounts and other financial relationships I have with Bank); and b. other Departments of the Bank and any of Bank's affiliates I have designated (provided, however, that I may at any time limit or terminate access by any Bank affiliate and/or by any Bank Department other than my Bank Relationship or Account Manager, whose access I may restrict to accounts and other financial relationships I have with Bank).

I UNDERSTAND AND AGREE THAT THIS LIMITED CONSENT TO COMMUNICATIONS FROM BANK SHALL BE EFFECTIVE IMMEDIATELY AND SHALL SUPERSEDE ENTIRELY: a. ANY INSTRUCTIONS NOT TO BE TELEPHONED MADE BY PLACING MY TELEPHONE NUMBER(S) ON THE NATIONAL 'DO-NOT-CALL' REGISTRY; b. ANY INSTRUCTIONS NOT TO RECEIVE E-MAIL COMMUNICATIONS, WHETHER MADE PURSUANT TO THE CAN SPAM ACT OR OTHERWISE; c. ANY INSTRUCTIONS NOT TO BE SENT FACSIMILE COMMUNICATIONS; AND d. ANY OTHER INSTRUCTIONS I MAY HAVE GIVEN BANK NOT TO CONTACT ME, INCLUDING REGISTERING ON BANK'S OWN INTERNAL 'DO NOT SOLICIT' LIST, TO THE EXTENT THAT THE INSTRUCTIONS DESCRIBED IN a, b, c, or d, ABOVE WERE GIVEN BEFORE GIVING MY CONSENT TO THIS AGREEMENT.

I may revoke the above consent at any time by following the "Opt out" procedures described in the UnionBanCal Corporation Online Privacy Policy for Consumers, which is linked to the Union Bank Web Site, or by calling Bank at (800) 238-4486 and asking to be placed on Bank's internal "Do Not Solicit List."

9. Change in Terms of this Agreement.

Bank reserves the right to modify the terms of this Agreement from time to time by sending a Change-in-Terms Notice to the e-mail address I have provided to Bank. Changes to this Agreement may be set forth in the Change-in-Terms Notice itself or posted on Bank's website at a location (URL) disclosed in such Notice. I agree to review any changes to this Agreement promptly upon receipt of Bank's e-mail Change-in-Terms Notice. A Change-in-Terms Notice posted on Bank's website will remain there for at least 90 days after the date of Bank's e-mail no tice to me. By continuing to access the website online after the effective date set forth in a Change in Terms Notice, I indicate my agreement to the changes. Accordingly, I will promptly and carefully review each change in the terms and conditions of this Agreement.

10. Termination

The terms of this Agreement will become effective on the date I give my online consent to its terms. Either I or the Bank may terminate this Agreement at any time by notice to the other, and termination of my Account relationship with Bank shall terminate this Agreement. I must send Bank notices about this Agreement to my Relationship Manager via regular mail. Bank may terminate this Agreement by sending me notice electronically to the e-mail address I have provided to Bank, or via regular mail to my mailing address in Bank's files.

11. Limitation on Bank's Liability

Bank hopes electronic delivery of Account Information and the ability to make elections regarding corporate actions and to direct mutual fund Trades online to be useful and reliable. However, neither Bank nor its service providers can make any representations or warranties that I will have continuous or uninterrupted access to the Service or my Account Information online or that any of the functions of the Service will be error-free. To the maximum extent permitted by law, Bank disclaims responsibility and liability for any delays, disruptions or failures caused by such other companies or system delays or failures.

12. NO CONSEQUENTIAL, INDIRECT, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES.

I UNDERSTAND AND AGREE THAT IN NO EVENT WILL BANK OR ANY OF BANK'S OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, BREACH OF FIDUCIARY DUTY OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE TERMS THIS AGREEMENT, OR MY INABILITY TO ACCESS ACCOUNT INFORMATION OR TRANSACT SECURITIES TRADES OR RECEIVE CHANGE-IN-TERMS NOTICES ELECTRONICALLY FOR ANY REASON OUTSIDE OF BANK'S CONTROL, EVEN IF BANK OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Jury Trial Waiver

Bank and I intentionally and deliberately give up the right to a trial by a jury to resolve each dispute, claim, demand, cause of action, and controversy between me and Bank arising out of, or relating to, my Account access and securities transactions directed through the Service described in this Agreement, any Account Agreement or any other matter mentioned in this Agreement.

14. Miscellaneous

This Agreement and the Terms and Conditions of the Online Trust & Custody website will be construed and interpreted in accordance with the laws of the State of California. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section. Bank's failure to act with respect to a breach by me or others does not waive Bank's right to act with respect to subsequent or similar breaches. This Agreement, as Bank may amend it from time to time by delivery of a Change-in-Terms Notice, together with any other disclosures or other documents incorporated herein by reference, contains the entire agreement between Bank and me and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to electronic delivery of Account information and Change-in-Terms Notices. Bank may assign Bank's rights and obligations under this Agreement, in whole or in part; however, I may not assign or transfer any of my rights and obligations under this Agreement. Should any term or condition in this Agreement, as amended from time to time, be in conflict with any document incorporated herein by reference, this Agreement shall control.

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ESIGN ELECTRONIC CONSENT (ELECTRONIC SIGNATURES IN GLOBAL
AND NATIONAL COMMERCE ACT)

___ By clicking "I agree" below,

· a. I consent to the Online Trust & Custody Services Agreement, to receiving Account information on-line via the Service, and the Terms and Conditions of this Agreement;

· b. I consent to receiving changes to the terms of this Agreement (Change-in-Terms Notices) electronically, instead of in paper form. In order to access Account information, the Service and Change-in-Terms Notices online, I understand I must be able to access and retain them electronically. The Service requires access to or possession of a computer, an individual email account and internet access. I also need to have a printer, OR a hard drive with at least one megabyte of available storage space. In order to optimize my online Account Service experience and protect the security of my personal and Account information, Bank recommends that I access the internet with a browser that has at least 128kb encryption and SSLv3. The most recent versions of Microsoft Internet Explorer, Firefox and Safari include these features. In this Agreement, the device and software used to view the World Wide Web are collectively referred to as my "Computer". I am solely responsible for the selection, installation, maintenance, operation and cost of my Computer and Internet Service Provider. I will need a printer if I want to print copies of Statements or Account information or Change-in-Terms Notices.

___ By clicking "I agree" below, I am confirming that I have the capability to access the Account information, Service and Change-in-Terms Notices Bank provides electronically, and that I am giving my consent to electronic delivery of Account Information, Service and Change-in-Terms Notices in accordance with the federal Electronic Signatures in Global and National Commerce Act, and that I intend this Act to apply to the fullest extent possible to validate Bank's ability to conduct business electronically.

This Agreement shall be governed by and construed under the laws of California without regard to conflict or choice of law principles.

_____ I Agree

Click To Print Reset Form