

CLAIMCONNECT™ SERVICE GUIDE

About the ClaimConnect™ Service

Introduction

Overview

This guide describes DTC's claims processing service – ClaimConnect – a Corporate Actions product. Claim processing referred to in this guide is available on the ClaimConnect web application, via the MyDTCC portal, and for machine-to-machine processing via the ClaimConnect Application Programming Interfaces (“APIs”).

Notes:

- ClaimConnect users (“Users”) are responsible for ensuring that their ClaimConnect activities are accounted for within the service, and that all activities are managed and reconciled properly.
- Users are responsible for the accurate reporting and withholding of taxes on transactions using the service.
- ClaimConnect APIs provide callable endpoints for creating and deleting data resources as well as reading and updating data resource values. Information including specifications related to ClaimConnect APIs can be found using <https://developer.dtcc.com> or by navigating through the MyDTCC portal menu on www.dtcc.com.
- ClaimConnect training is available on the DTCC Learning Center – <https://dtcclearning.com/products-and-services/asset-services/claimconnect-service.html>
- **Note: DTC, as it deems appropriate, may extend any deadline, timeframe, or cutoff established by DTC, including, without limitation, to (i) address operational or other delays that could reasonably affect the ability of DTC, a Participant or other stakeholder from meeting the deadline, timeframe, or cutoff; or (ii) allow DTC time operationally to exercise its existing rights under the Rules and Procedures. In addition, times applicable to DTC are standards and not deadlines; actual processing times may vary, based upon the circumstances. Any action taken by DTC in connection with this paragraph shall not establish a precedent for any situation that may occur in the future (or otherwise bind DTC in any manner). DTC disclaims all liability for any losses and/or expenses incurred by a Participant, stakeholder**

or any third-party resulting from, relating to, or arising from (i) any action taken by DTC in connection with this paragraph, (ii) the determination of DTC to decline to take action pursuant to this paragraph, and/or (iii) the failure of a Participant, stakeholder or any third-party to meet any deadline, timeframe, cutoff or requirement established by a party other than DTC.

CUSTODY SERVICE GUIDE

Introduction

Overview

This chapter describes DTC's Custody Service. Each section includes a description of the process, how it works, and the DTC interfaces by which Participants may access the Custody Service.

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DEPOSITS SERVICE GUIDE

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Introduction

About Deposits

Overview

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***Warning!** Although DTC makes every effort to provide Participants with timely information with respect to deposit activity, Participants are primarily responsible for maintaining such information for purposes of their own bookkeeping. It is recommended that every Participant reconcile its records with information provided by DTC before and after making a deposit and before and after any critical dates.*

Note: DTC, as it deems appropriate, may extend any deadline, timeframe, or cutoff established by DTC, including, without limitation, to (i) address operational or other delays that could reasonably affect the ability of DTC, a Participant or other stakeholder from meeting the deadline, timeframe, or cutoff; or (ii) allow DTC time operationally to exercise its existing rights under the Rules and Procedures. In addition, times applicable to DTC are standards and not deadlines; actual processing times may vary, based upon the circumstances. Any action taken by DTC in connection with this paragraph shall not establish a precedent for any situation that may occur in the future (or otherwise bind DTC in any manner). DTC disclaims all liability for any losses and/or expenses incurred by a Participant, stakeholder or any third-party resulting from, relating to, or arising from (i) any action taken by DTC in connection with this paragraph, (ii) the determination of DTC to decline to take action pursuant to this paragraph, and/or (iii) the failure of a Participant, stakeholder or any third-party to meet any deadline, timeframe, cutoff or requirement established by a party other than DTC.

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DISTRIBUTIONS SERVICE GUIDE

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About Distribution Services

Introduction

Overview

This guide describes DTC's income processing services which collectively fall under the Distributions event group in the Corporate Actions product. Each section includes a description of the service and how it works. All Distribution services concerning income processing can be accessed on the Corporate Actions Web browser referred to as "CA Web".

Note: Although DTC makes every effort to provide you with timely information regarding income payments, you are primarily responsible for obtaining such information without reliance on DTC. We recommend that you reconcile your records with DTC's in advance of dividend or interest payable dates.

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REDEMPTIONS SERVICE GUIDE

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About Redemption Services

Introduction

Overview

This guide describes DTC's redemption processing services which collectively fall under the Redemptions event group in the Corporate Actions product. Each section includes a description of the service and how it works. All Redemption services concerning redemption and maturity processing can be accessed on the Corporate Actions Web browser referred to as "CA Web".

Note: Although DTC makes every effort to provide you with timely information regarding redemption and maturity payments, you are primarily responsible for obtaining such information without reliance on DTC. We recommend that you reconcile your records with DTC's in advance of redemption or maturity payable dates.

Note: DTC, as it deems appropriate, may extend any deadline, timeframe, or cutoff established by DTC, including, without limitation, to (i) address operational or other delays that could reasonably affect the ability of DTC, a Participant or other stakeholder from meeting the deadline, timeframe, or cutoff; or (ii) allow DTC time operationally to exercise its existing rights under the Rules and Procedures. In addition, times applicable to DTC are standards and not deadlines; actual processing times may vary, based upon the circumstances. Any action taken by DTC in connection with this paragraph shall not establish a precedent for any situation that may occur in the future (or otherwise bind DTC in any manner). DTC disclaims all liability for any losses and/or expenses incurred by a Participant, stakeholder or any third-party resulting from, relating to, or arising from (i) any action taken by DTC in connection with this paragraph, (ii) the determination of DTC to decline to take action pursuant to this paragraph, and/or (iii) the failure of a Participant, stakeholder or any third-party to meet any deadline, timeframe, cutoff or requirement established by a party other than DTC.

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REORGANIZATIONS SERVICE GUIDE

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About Reorganization Services

Introduction

Overview

This guide describes DTC's Reorganization services. Each section includes a description of the service, how it works, and a list of associated Participant Terminal System (PTS), Participant Browser Service (PBS) and Corporate Actions Web (CA Web) functions that you can use to access the services, as well as ISO 20022 messaging. With the exception of voluntary reorganization instruction input, the Reorganization services concerning reorganization processing can be accessed on the Corporate Actions Web browser referred to as "CA Web". Functionality for input of voluntary reorganization instructions can be accomplished via associated Participant Terminal System (PTS) and Participant Browser System (PBS) functions.

Note:

This guide provides information regarding DTC's processing of reorganization events. DTC obtains this information from sources it believes to be reliable, but DTC does not represent the accuracy, adequacy, timeliness, completeness or fitness for any particular purpose of this information, which is provided as is. Furthermore, this information is subject to change. Participants should independently obtain, monitor and review any available documentation relating to the reorganization activity and verify information obtained from DTC. In addition, nothing contained in such information shall relieve participants of their responsibility under DTC's Rules and Procedures to check the accuracy of this information.

Note: DTC, as it deems appropriate, may extend any deadline, timeframe, or cutoff established by DTC, including, without limitation, to (i) address operational or other delays that could reasonably affect the ability of DTC, a Participant or other stakeholder from meeting the deadline, timeframe, or cutoff; or (ii) allow DTC time operationally to exercise its existing rights under the Rules and Procedures. In addition, times applicable to DTC are standards and not deadlines; actual processing times may vary, based upon the circumstances. Any action taken by DTC in connection with this paragraph shall not establish a precedent for any situation that may occur in the future (or otherwise bind DTC in any manner). DTC disclaims all liability for any losses and/or expenses incurred by a Participant, stakeholder or any third-party resulting from, relating to, or arising from (i) any action taken by DTC in connection with this paragraph, (ii) the determination of DTC to decline to take action pursuant to this paragraph, and/or (iii) the failure of a

Participant, stakeholder or any third-party to meet any deadline, timeframe, cutoff or requirement established by a party other than DTC.

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[SETTLEMENT SERVICE GUIDE]

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About Settlement

Overview

This chapter describes DTC's Settlement products. Each section includes a description of the product and how it works, as well as corresponding functions a Participant can use to access the product.

Note- Although DTC makes every effort to provide the Participant with timely information, the Participant is primarily responsible for obtaining such information without reliance on DTC. DTC recommends that Participants reconcile their records with DTC's records before any critical dates or cutoff times.

Note: DTC, as it deems appropriate, may extend any deadline, timeframe, or cutoff established by DTC, including, without limitation, to (i) address operational or other delays that could reasonably affect the ability of DTC, a Participant or other stakeholder from meeting the deadline, timeframe, or cutoff; or (ii) allow DTC time operationally to exercise its existing rights under the Rules and Procedures. In addition, times applicable to DTC are standards and not deadlines; actual processing times may vary, based upon the circumstances. Any action taken by DTC in connection with this paragraph shall not establish a precedent for any situation that may occur in the future (or otherwise bind DTC in any manner). DTC disclaims all liability for any losses and/or expenses incurred by a Participant, stakeholder or any third-party resulting from, relating to, or arising from (i) any action taken by DTC in connection with this paragraph, (ii) the determination of DTC to decline to take action pursuant to this paragraph, and/or (iii) the failure of a Participant, stakeholder or any third-party to meet any deadline, timeframe, cutoff or requirement established by a party other than DTC.

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UNDERWRITING SERVICE GUIDE

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About Underwriting Services

Overview

DTC, through its underwriting department (“Underwriting Department”), serves the financial industry by making securities eligible for depository services. Through DTC, Participants have the ability to distribute new and secondary offerings quickly and economically by electronic book-entry delivery and settlement. These securities are then available for depository services. DTC maintains a master file of all CUSIP numbers representing securities made eligible at DTC.

This guide describes services offered through Underwriting and related requirements.

In addition, DTC’s Operational Arrangements (“OA”), available at <http://www.dtcc.com/~media/Files/Downloads/legal/issue-eligibility/eligibility/operational-arrangements.pdf>, set forth the criteria for an issue to become and remain eligible at DTC and should be used in conjunction with this Service Guide. The OA outlines the various eligibility requirements, including, but not limited to:

- Securities Eligible for DTC’s services
- Standard time frames for providing underwriting information to DTC
- Documentation including Letters of Representations and applicable riders
- Opinions of counsel
- Ownership thresholds

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stakeholder or any third-party to meet any deadline, timeframe, cutoff or requirement established by a party other than DTC.

| Glossary Term | Abbreviation | Definition |
|------------------------------------|--------------|---|
| book-entry-only security | BEO | An issue authorized for deposit at DTC in the form of one or more global certificates for each tranche of an issue. Ownership positions and transactions in each security are reflected in DTC's records and in the records of participating banks and brokers. Transaction confirmations and periodic account statements provided to investors identify securities the investor owns and report on activity in the investor's account. |
| Blanket Letter of Representations | BLOR | An agreement accepted by DTC from issuers in which the issuer agrees to comply with the requirements stated in the Operational Arrangements, as they may be amended from time to time. DTC requires an issuer to submit a BLOR only once for all its future issuances distributed through DTC. |
| closing date | | The date on which the Underwriting Department will distribute an issue to the underwriter's DTC participant account for book-entry delivery and settlement upon notification by both the underwriter and the issuer that an issue has closed. Also referred to as the distribution date. |
| CUSIP number | | The identification number created by the American Banking Association's Committee on Uniform Security Identification Procedures (CUSIP) to uniquely identify issuers and issues of securities and financial instruments. The CUSIP number consists of nine digits; the first six digits identify the issuer and have been assigned to issuers in alphabetic sequence, and the next two characters (alphabetic or numeric) identify the issue. The ninth digit is the check digit. |
| data distribution box | DD | A receptacle located in the central delivery area of DTC used for distributing hard-copy reports and notices to participants. |
| Fast Automated Securities Transfer | FAST | An arrangement between DTC and transfer agents to eliminate the movement of securities certificates. By signing the Balance Certificate Agreement with DTC, agents agree to maintain DTC-eligible inventory in the form of jumbo certificates registered in the name of DTC's nominee name, Cede & Co. DTC and FAST agents electronically reconcile the results of participants' daily deposit and withdrawal activities. |
| flipping | | The sale of shares of a security in the secondary market during the stabilization period or penalty-bid period. |
| global | | An issue that is eligible to trade and settle at a domestic as well as an international depository. |

| Glossary Term | Abbreviation | Definition |
|---------------------------|---------------------|---|
| initial public offering | IPO | A corporation's first offering of stock to the public. In an IPO, a corporation must comply with registration requirements of the Securities and Exchange Commission (SEC). |
| lead manager | | The institution that organizes and leads a syndicate of underwriters in purchasing and distributing shares of an offering to investors. Also known as lead underwriter. |
| Letter of Representations | LOR | An agreement that contains certain representations that must be made to DTC by the issuer and others before various issue types (for example, book-entry-only issues, Rule 144A issues, and Regulation S issues) can be made eligible for DTC's services. |
| offering documents | | A formal written offer to sell securities that sets forth the plan for the proposed business enterprise (or the facts concerning an existing one) that an investor needs in order to make an informed investment decision. |
| operational arrangements | | The requirements for an issue to become eligible for DTC services that incorporates standards for income, reorganization, and redemption payments ("Principal and Income Payments"), adopting the guidelines set by the U. S. Working Committee Group of Thirty (G-30) Clearance and the Settlement Project Same-Day Funds Task Force (P Task Force). |
| penalty-bid period | | Established time period in which the lead manager has the right to penalize syndicate members for their customers' flipping activity. |
| private placement | | The sale of securities directly to private persons, institutional investors, or both outside a public offering. Unlike a public offering, a private placement does not have to be registered with the SEC. |
| SEC-registered company | | An offering of securities that is filed with the Securities and Exchange Commission (SEC). |
| stabilization period | | The duration of time immediately after the closing of an issue during which the lead manager may purchase securities in the open market in order to stop a decline in the price of the securities. |
| syndicate | | A group of investment banks assembled by a lead manager to underwrite a new issue. Also known as a selling group. |

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**THE DEPOSITORY TRUST COMPANY OPERATIONAL ARRANGEMENTS
(NECESSARY FOR SECURITIES TO BECOME AND REMAIN ELIGIBLE FOR
DTC SERVICES)**

IMPORTANT LEGAL INFORMATION

The services described herein are provided by DTC pursuant to the terms and conditions of these Operational Arrangements, as well as the Rules and Procedures of DTC, and/or other agreements of the parties (collectively, the "Agreements"). All issuers of securities deposited at DTC, Agents and Underwriters are required to adhere to the requirements stated in these Operational Arrangements and are obligated, among other things, to follow precisely the procedures outlined in the Agreements and provide DTC with complete and accurate information. In accepting instructions from Issuers, Agents and/or Underwriters, DTC relies, among other things, upon the duty of Issuers, Agents Underwriters and Participants to exercise diligence in all aspects of each transaction processed through DTC. In connection with their use of the DTC's services, Issuers, Agents and Underwriters must comply with all applicable laws, including all applicable laws relating to securities, taxation, and money laundering, as well as sanctions administered and enforced by the Office of Foreign Assets Control ("OFAC"). As part of their compliance with OFAC sanctions regulations, all Issuers, Agents and Underwriters must agree not to conduct any transaction or activity through DTC that violates sanctions administered and enforced by OFAC. Issuers, Agents and Underwriters expressly acknowledge that the services provided by DTC are ministerial in nature. Moreover, as further reflected by DTC's fee structure (which typically bears no relationship to the dollar value of any given transaction), DTC does not accept any risk of loss to such Issuers, Agents or Underwriters with respect to transactions being processed by DTC.

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