

Federated Hermes Capital Preservation Fund Application and Adoption Agreement



1. This Agreement is executed by the undersigned Applicant (“You”), as fiduciary for one or more participating plans (“Participating Trusts”), which desire to purchase units of participation (“Units”) in the Federated Hermes Capital Preservation Fund (the “Fund”). Upon acceptance of this Agreement by Federated Investors Trust Company (“FITC”), Trustee of the Fund, You, the Participating Trusts, and the individual participants will abide by the requirements of the Fund’s current Offering Circular, Declaration of Trust and any other requirements imposed by FITC.

You understand and acknowledge that Participating Trusts are required to provide 12 months advance written notice for withdrawals except when the withdrawal is for “bona fide” benefit payments, participant-directed exchanges, participant loans, payment of trustee fees or as otherwise stated in the Offering Circular. Capitalized terms used but not defined herein are defined in the Fund’s Offering Circular or Declaration of Trust.

2. For the period that the Participating Trusts are invested in the Fund, You represent and warrant that:

- a. If You are a Trustee or Co-Trustee, You are authorized to exercise trust powers in the state in which You are located;
- b. You are duly authorized to execute this Agreement and to perform Your obligations hereunder;
- c. Each Participating Trust is:
 - i. A pension, profit-sharing or stock bonus plan trust qualified under §401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and exempt from taxation under Code §501(a);
 - ii. A state, local or other governmental plan described in Code §414(d);
 - iii. A government deferred compensation plan described in Code §457;
 - iv. A plan that is described in and satisfies the applicable requirements of ERISA Section 1022(i)(1) and Section 1081.1 of the Código de Rentas Internas para un Nuevo Puerto de la Ley Núm. 1 de 31 de enero de 2011, and which is subject to the fiduciary responsibility standards of Part 4 of Subtitle B of Title I of ERISA.
 - v. A church plan described in Section 414(e) of the Code that either (i) is exempt from federal income taxation under Section 501 of the Code by reason of being qualified under Section 401(a) of the Code and satisfies the requirements of Treasury Regulation 1.401(a)-2, as amended, or (ii) is described in Section 403(b)(9) of the Code and satisfies the requirements of Treasury Regulation 1.403(b)-9, as amended (a “Church Plan”);
 - vi. A collective investment trust which limits participation to assets of plans identified in (i), (ii), (iii), (iv) or (v) above and that is exempt from taxation under Code §501(a) by reason of qualifying as a “group trust” under Revenue Ruling 2011-1, as amended; or
 - vii. To the extent determined by FITC in its sole discretion, any other pension plan, trust or other investment entity whose investment in the Fund would not jeopardize the Fund’s tax exemption under Code §501(a), its treatment as a “group trust,” or its exemption from the registration requirements of the federal and state securities laws.
- d. Each Participating Trust’s governing instrument includes a provision that (i) authorizes investment in bank collective investment funds, (ii) incorporates and adopts the Fund’s Declaration of Trust, (iii) and provides that it is impossible for any part of the corpus or income of the Participating Trust to be used for, or diverted to, purposes other than for the exclusive benefit of the plan participants and their beneficiaries.
- e. Each Participating Trust (i) does not cover any self-employed individuals within the meaning of Section 401(c)(1) of the Code other than an employee benefit trust that meets the qualifications of Rule 180 under the Securities Act of 1933, 17 CFR Sec. 230.180 (“Rule 180”) (i.e. the Participating Trust is not, and in the case of a Commingled Fund or Insurance Company Separate Account, does not include, any “Keogh plan” or “H.R. 10 plan” other than such a plan qualified under Rule 180.), (ii) is not a plan described in Section 403(b) of the Code, other than a permitted Church Plan as described above, (iii) is not an individual retirement account described in Section 408 or Section 408A of the Code, and (iv) is not a defined benefit plan.
- f. Any fees paid by a Participating Trust in conjunction with its investment in the Fund, including any amounts paid by FITC out of its own resources, (i) have been disclosed to and approved by You, in your capacity as an independent fiduciary to the Participating Trust, and such independent fiduciary has approved such fees.
- g. You will notify FITC immediately of any action by or communication from the Internal Revenue Service, the Participating Trust, or any other party, which in any way affects the continuing accuracy of any warranty set forth in this Agreement.
- h. All investments made in the Fund are for investment purposes only.

3. If the plan is a Pooled Employer Plan ("PEP") with a Pooled Plan Provider ("PPP"), in addition to the representations made by You in this Agreement, You further represent and warrant that:
 - a. You serve as the Pooled Plan Provider ("PPP") to a Pooled Employer Plan ("PEP") and are duly registered with the Department of Labor;
 - b. The PEP is a qualified defined contribution plan under Section 401(a) of the Code and does not contain the assets of any employer plan that is not eligible under Section 2(e) of the Agreement. For purposes of this Agreement, "employer plan" includes the assets of the PEP attributable to employees of an underlying employer;
 - c. You are authorized to act as fiduciary for the assets included in the PEP; and
 - d. Each employer that participates in the PEP has delegated its investment discretion authority to You as the PPP, including, but not limited to, the decision whether to eliminate the Fund as an investment option for their employees under the PEP;
 - e. You agree to provide a copy of your currently effective Form PR to FITC upon request;
 - f. You acknowledge that actions initiated by individual employers that participate in the PEP, such as termination of their participation in the PEP or the elimination of the Fund as an investment option for their employees, will be considered to be employer-initiated events subject to the 12-month notice requirement for total withdrawals from the Fund, subject to FITC's discretion to waive or reduce this notice requirement; and
 - g. You are authorized by the PEP to sign the Agreement in its behalf as the PPP.
4. You agree to (a) provide FITC with the name of the Participating Trust(s), Participating Trust sponsor name(s), three digit Participating Trust number(s), and nine-digit tax identification number(s) and confirm such information within 60 days of request by FITC; and provide contact information for the Participating Trust(s) as requested by FITC from time to time; (b) provide FITC with information that it requests from time to time, which may include information regarding the Participating Trust(s), the individual participants, and the investments underlying the plan of the Participating Trust; and (c) notify FITC within ten business days following the last day of each month during which there was an acquisition by a Participating Trust that resulted in the Participating Trust holding 5% or more of the Fund; and at the written direction of FITC, suspend acceptance of further purchase orders by such Participating Trust; (d) determine whether an investment option is a Competing Investment in accordance with the Fund's Offering Circular; (e) prohibit a participant-directed transfer to a Competing Investment, except after such transfer has first been directed into a Non-Competing Investment for a period of at least 90 days as defined from time to time in the Fund's Offering Circular.
5. You will provide or obtain from each Participating Trust, and submit to FITC on written request, any documentation necessary to satisfy FITC of compliance with the warranties and undertakings set forth in this Agreement. If You or the Participating Trust fails to comply with such warranties and undertakings, FITC may cause the Participating Trust to experience a forced withdrawal from the Fund and You may be liable to FITC or the Fund for direct and consequential damages resulting from such a breach of this Agreement.
6. You acknowledge and agree that Units in the Fund are not transferrable or assignable. You further acknowledge and agree that prior to any purchase of Units by the Participating Trust or individual participants, you have (a) received or accessed and read (i) the Fund's current Declaration of Trust, (ii) the Fund's current Offering Circular, and (iii) information that FITC is required to provide to plan fiduciaries under Section 408(b)(2) of ERISA, which is included in either or both the Offering Circular under "Certain Required Disclosures" and in the "408(b)(2) Disclosure Document," and (b) determined that investment of the Participating Trust's assets in the Fund constitutes a reasonable exercise of fiduciary authority. You understand that such documents may be accessed at FederatedHermes.com/us by clicking on the "Collective Investment Funds" link under the "Products" heading. Read and Agree to the Qualified Investor Certification, then click the "Fixed Income" link under Asset Classes. Next, click on the link entitled "Federated Hermes Capital Preservation Fund", select any pricing option, and then click the "Literature" tab.
7. Notices required hereunder will be duly given if delivered to the respective parties at the addresses specified herein.
8. This Agreement supersedes any prior oral or written application and adoption agreement, participation agreement, or similar agreement. In addition, this Agreement applies to the Pricing Option selected on the Application or any Pricing Option selected by the Participating Trust in the future. If any provision of this Agreement is held invalid by a court or regulatory agency decision, statute, rule or otherwise, the remainder of this Agreement will not be affected thereby.
9. This Agreement will be binding on your successors and assigns and will be governed by Pennsylvania law.

Please complete all applicable fields using blue or black ink, and print clearly in capital letters.

1. Plan Information

Plan Sponsor Name

Check if the Plan Sponsor is a Marijuana Related Business (MRB) and the plan is for the benefit of the employees of the MRB.

Plan Name

Plan City

Plan State

Enter information from the Plan's Form 5500:

Tax Identification Number

Three-digit Plan Number

Principal Business Activity Code/Industry Sector

Type of Plan

Please select the box(es) that correctly identifies the type of retirement plan. If the type of plan is not listed, select "Other" and enter the type of retirement plan. For more information on the types of eligible retirement plans, please see Section 2 of the Adoption Agreement.

- 401(k) Plan
- 401(k) Plan - PEP (See Section 3)
- Profit Sharing Plan
- Keogh Plan qualified under Rule 180
- ESOP
- 414(d) Government Plan
- Pooled Separate Account
- 457 Governmental Plan (457(f) Plans are not eligible)
- Money Purchase Pension Plan
- Other Collective Fund
- Other (may be subject to FITC approval)

Number of Active Participants

Number of Total Participants

Estimated Purchase into the Fund (Required for Y Pricing) \$

Total Plan Assets \$

2. Competing Investments

Does the plan have a Competing Investment(s) as defined in the Fund's current Offering Circular?

Yes No

3. Pricing Option

Pricing Option

Fund Number

CUSIP

- | | | |
|--|----|-----------|
| <input type="checkbox"/> Y Pricing (Investment minimums apply. See Offering Circular.) | 27 | 140411505 |
| <input type="checkbox"/> R6 Pricing | 35 | 140411604 |
| <input type="checkbox"/> Institutional Pricing | 40 | 140411307 |
| <input type="checkbox"/> Institutional Service Pricing | 4 | 140411109 |
| <input type="checkbox"/> Service Pricing | 26 | 140411406 |
| <input type="checkbox"/> R Pricing | 25 | 140411208 |

4. Investment Professional Information

Complete all known information regarding the investment professional in this section.

Investment Advisor Firm Name

Representative Name and Number

5. Recordkeeper/Clearing Firm Information

Recordkeeping Firm

Recordkeeper Plan Number

Other Account Identifier/BIN (if known)

Clearing Firm

6. Account Establishment

Provide the Fund Account Number if this plan will be included in an existing omnibus account held by the intermediary.

Fund Account Number

Manual Account Set-Up Requirements: Letter of Instruction (LOI), which includes the dealer information and complete account registration information. Fax the LOI with the executed Application & Adoption Agreement to:

ATTN FIRI CPF Fund Call
1-800-358-6269

7. Acknowledgments and Signature Certifications

By signing below, I:

1. Agree to be legally bound by the terms of this Application and Adoption Agreement.
2. Verify that I have read the Offering Circular for the Fund. (To obtain the current copy of the Offering Circular, visit [FederatedHermes.com/us](https://www.federatedhermes.com/us) and select Collective Investment Funds from the Products tab, or call 1-800-341-7400, Option 4.)
3. Certify that the Tax Identification Number provided in Section 1 is correct.

Firm Name (i.e., Plan's Trustee or Fiduciary signing this Application and Adoption Agreement)

SIGN
HERE

Signature

Print Name

Date

Title

FITC does not undertake to provide impartial investment advice, or to give advice in a fiduciary capacity for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the Internal Revenue Code of 1986, as amended ("Code") or otherwise in connection with the sale or distribution of its products and services to you and your retirement account customers.

FITC does not provide tax or legal advice.

8. Federated Investors Trust Company Signature (Reserved for signature by FITC.)

Accepted:

Federated Investors Trust Company
1001 Liberty Avenue Pittsburgh, PA 15222-3779

Signature

Print Name

Date

Title

9. Delivery Instructions

Please provide an email address if you would like to receive a confirmation email.

The Federated Hermes Capital Preservation Fund Application and Adoption Agreement must accompany each request for establishment of a new Plan Trustee or Fiduciary account.

Submit all pages of the completed Application and Adoption Agreement to:

Email (preferred):

FITC-ClientAdministration@FederatedHermes.com

Telephone:

1-800-341-7400, Option 4

Fax:

ATTN FIRI CPF Fund Call
1-800-358-6269

Regular Mail:

The Federated Hermes Funds
ATTN FIRI CPF Fund Call
P.O. Box 219318
Kansas City, MO 64121-9318

Overnight Delivery:

The Federated Hermes Funds
ATTN FIRI CPF Fund Call
430 W 7th Street, Suite 219318
Kansas City, MO 64105-1407



Privacy Policy and Notice

Last Updated: January 1, 2024

Federated Hermes, Inc. ("Federated Hermes," "we," "our," or "us") is committed to maintaining the confidentiality, security, and integrity of customer, client, and shareholder information. In this Privacy Notice, we describe how Federated Hermes obtains your nonpublic personal information ("Personal Information"), how it is used, and how it is kept secure.

California Residents: If you are a resident of California, you may have additional rights regarding your personal information. Please review our California Consumer Privacy Act ("CCPA") Notice regarding your rights under the CCPA. The applicable notice may be found here: <https://www.federatedhermes.com/us/policies/california-consumer-privacy-act-notice.do>.

Personal Information Federated Hermes Collects

Federated Hermes may collect Personal Information about you from the following sources:

- We may collect Personal Information from you or your financial representative on account applications, other forms or electronically, such as your name, address, Social Security number, assets, and income.
- We may collect information from you or your financial representative through transactions, correspondence, and other communications, such as specific investments and account balances.
- We may obtain other Personal Information in connection with providing you a financial product or service, such as depository or debit account numbers.

Information Sharing Policy

Except as described below, Federated Hermes does not share or disclose client, customer, or shareholder Personal Information. If you decide to close your account(s) or become an inactive customer, we will continue to follow these privacy policies and practices.

Federated Hermes will not disclose Personal Information, including account numbers, access numbers, or access codes for deposit or transaction accounts to any nonaffiliated third party for use in telemarketing, direct mail, or other marketing purposes.

Federated Hermes limits the sharing of Personal Information about you with financial and non-financial companies or other entities, including companies affiliated with Federated Hermes, and other, nonaffiliated third parties, to the following:

- Personal Information that is necessary and required to process a transaction or to service a client, customer, or shareholder relationship. For example, sharing Personal Information with a company that provides account record keeping services or proxy services to shareholders.
- Personal Information that is required or permitted by law. For example, to protect you against fraud or with someone who has a legal or beneficial interest, such as your power of attorney, or in response to a subpoena.
- Some or all of the information described above with companies that perform joint marketing or other services on our behalf. For example, with the financial intermediary (bank, investment advisor, or broker-dealer) through whom you purchased Federated Hermes products or services, or with providers of joint marketing, legal, accounting or other professional services.
- Personal Information (which may include anonymized Personal Information) with third-party vendors that offer Federated Hermes sales data and analytics services, which vendors are subject to confidentiality obligations. These services may include operational assistance, transaction processing, and assisting with sales and marketing efforts.

Notwithstanding any other provision of this Privacy Notice, for the avoidance of doubt, nothing herein prevents reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures protected under the whistleblower provisions of federal law or regulation. However, the protections provided for Personal Information under state and federal privacy law is not superseded by the federal whistleblower rules. As a result, the release of Personal Information, even to a government agency or entity, remains protected under state and federal privacy rules, and could be considered a violation of federal privacy rules, until the SEC or other government entity specifically request the Personal Information to support a claim made by the whistleblower.

Information Security

Federated Hermes uses federal guidance and standards to develop and implement its reasonable security safeguards to prevent unauthorized access to and otherwise protect your Personal Information. Specifically, Federated Hermes maintains physical, electronic, and procedural safeguards to protect your Personal Information, and has procedures in place for its appropriate disposal and protection against its unauthorized access or use when we are no longer required to maintain the information. Please refer to our Security Policy for further information regarding how Federated Hermes makes doing business with us online more secure and convenient here: <https://www.federatedhermes.com/us/policies/security-policy.do>.

If Federated Hermes shares Personal Information, it is made available for limited purposes and under controlled circumstances. We require third parties to comply with our standards for security, confidentiality, and integrity. These requirements are included in written agreements between Federated Hermes and such third-party service providers.

Each of the following sections explains an aspect of Federated Hermes' commitment to protecting your Personal Information and respecting your privacy.

Employee Access to Personal Information

Federated Hermes employees must adhere to Federated Hermes' security, privacy, and confidentiality policies. Employee access to Personal Information is authorized for business purposes only and is based on an employee's need for the information to service client, customer, and shareholder accounts or comply with legal requirements.

Visiting a Federated Hermes Website

- Federated Hermes' website maintains statistics about the number of visitors and the information viewed most frequently. These statistics are used to improve the content and level of service we provide to our clients, customers, and shareholders.
- Information or data entered into a website will be retained. The information we collect depends on how you use our website (see our Cookie Notice at: <https://www.federatedhermes.com/us/policies/cookie-notice.do>).
- "Cookies" are used to improve your online experience. A cookie is a small file stored on your computer that recognizes whether you have visited our site before and identifies you each time you visit.
- We may also obtain Internet Protocol ("IP") addresses to monitor the number of visitors to the site.

Restricted Access Website

Federated Hermes provides restricted sections of its websites for investment professionals and certain customers, clients, or shareholders. Information entered in these sites is only accessible by those individual clients or shareholders, persons with whom they share access information, a limited number of Federated Hermes employees, and Federated Hermes' authorized service providers who maintain website functionality. Federated Hermes does not permit the use of that information for any purpose, or the renting, selling, trading, or otherwise releasing or disclosing of information to any other party.

Email

If you have opted to receive marketing information from Federated Hermes by email, we require that all messages include instructions for canceling subsequent email programs. Some products or services from Federated Hermes are intended to be delivered and serviced electronically. Email communication may be utilized in such cases. Please do not provide any account or Personal Information such as Social Security numbers, account numbers, or account balances within your email correspondence to us. We will not use unsecured email to execute transaction instructions, provide personal account information, or change account registration.

Surveys / Aggregate Data

Periodically, Federated Hermes may conduct surveys about financial products and services or review elements of information in an effort to forecast future business needs. We then generate reports that are used for Federated Hermes' own planning, analytical, and other related purposes.

Changes to Our Privacy Notice

Federated Hermes reserves the right to modify this Privacy Notice at any time. We will notify you of any changes that may affect your rights under this Privacy Notice.

We Welcome Your Comments

Federated Hermes welcomes your questions and comments about this Privacy Notice. Client Service Representatives are available at 1-800-341-7400, Option 4, Monday through Friday from 8:00 a.m. to 6:00 p.m. ET.

This Privacy Notice applies to Federated Hermes, Inc. and each of its wholly owned broker-dealer, investment advisor and other subsidiaries.