

PAYROLL AUTOMATIC DEDUCT FORM

FOR M&T BANK CORP. EMPLOYEES

Mail To: Wilmington Funds P.O. Box 534481 Pittsburgh, PA 15253-4481

WILMINGTON FUNDS

For help with this application, or for more information, call Shareholder Services toll-free at 1-800-836-2211.

Please check one: New set-up Change to existing set-up

I. To be completed by the employee:

To establish Payroll Automatic Deduction for systematic investment into your Wilmington Funds account(s) via Automated Clearing House (ACH) payments, please provide the following information. A copy of this form must be sent to Shareholder Services at the address above and you should also retain a copy for your records. Please note that processing requires eight days and that the first pay period after processing will be used for the initial set-up. **Automatic deduction and investment will begin with the second pay period after processing.**

First Name: _____ MI: _____ Last Name: _____

SSN: _____ Department: _____

Dept. Location: _____

Please indicate the amount(s) and account(s) you would like M&T Bank to deduct from your **after-tax** pay in each pay period for systematic investment into your Wilmington Funds account(s) below:

Fund/Account: _____ Amount: _____

Fund/Account: _____ Amount: _____

Fund/Account: _____ Amount: _____

Fund/Account: _____ Amount: _____

Fund/Account: _____ Amount: _____

I hereby authorize M&T Bank to deduct the amount(s) indicated above from my paycheck and make systematic purchases of Wilmington Funds shares in my name and for my account(s) listed above. **I have read and agree with the provisions on the back of this form.**

Employee Signature: _____ Date: _____

To be completed by Wilmington Funds (for ACH):

Employer EIN Payee ABA

Coding Number 812 _____ 8888

Notice to M&T Bank: For ACH purposes, code this as a checking account. Retain this form to document employee authorization. Please call Shareholder Services at 1-800-836-2211 if you have any questions.

I understand and agree to the following:

Amounts deducted for Wilmington Funds investment will be shown on my pay stub. (When automatic deduction has begun, I will review my pay stub carefully to be sure the amounts I intended are shown as being deducted for this purpose, and I will independently verify with Wilmington Funds confirmations and statements that the money deducted from my paycheck has been invested according to my directions.) Neither Wilmington Funds nor BNY Mellon as its agent is obligated to send me notice of the receipt of the amounts scheduled to be deducted.

Amounts deducted from my paycheck will be transmitted to BNY Mellon to the account of the Wilmington Funds by means of automated clearing house (ACH) entries and my rights and obligations will be construed under and governed by Article 4A of the New York Uniform Commercial Code as modified by the rules of the National Automated Clearing House Association (NACHA), and by other applicable New York State law. I stipulate that these written directions commercially reasonable security procedures for purposes of Article 4A of the Uniform Commercial Code. Banks and ACH operators such as NACHA are entitled to rely on account and bank numbers in executing ACH entries.

Wilmington Fund purchases made for my account by means of automatic deduction and ACH credit are provisional until the Fund has received final settlement from M&T Bank. If such final settlement does not occur, the credit(s) to my Wilmington Funds account(s) will be reversed; but M&T Bank will still owe me the amounts that were to be deducted.

If the ACH entry for my Wilmington Fund investment is rejected or returned for any reason, M&T Bank will not re-submit the ACH entry. Instead, if the entry is rejected or returned, M&T Bank will credit the amount to my employee checking account or, if I do not have an employee checking account, M&T Bank will pay the amount to me by check.

Neither M&T Bank, BNY Mellon, nor any correspondent of either of them, nor any of the Funds in the Wilmington Funds will be liable for any loss, liability, cost, claim, damages or expense, including without limitation attorney's fees and disbursements, that may be incurred from acting upon my instructions, or from any delay or failure to act caused by malfunction of equipment or electronic media, payment system or other bank error insolvency, war, industrial sabotage, strike or stoppage of labor, disruption of electrical or other utility service, flood, fire, earthquake, or any other cause not within the control of M&T Bank, BNY Mellon, any correspondent or the ACH operator. Neither M&T Bank nor BNY Mellon nor any Wilmington Funds will be responsible or liable for any act or omission beyond those imposed by law.

I may terminate this agreement by written notification to M&T Bank. Any such notification will be effective only after M&T Bank has had a reasonable time in which to act.

Employees initials here: _____