

# Insured Deposit Program Terms and Conditions Tiered Rate Product

Offered Through Benjamin F. Edwards & Company

## I. Introduction

The Insured Deposit Program product (the "Product") is offered through Benjamin F. Edwards & Company, Inc. ("BFE") as a sweep option and is intended for the investment of available cash balances in your account custodied at Pershing, LLC ("Pershing") ("Account") into bank deposit accounts. By selecting the Product as your automatic cash investment option, you agree to appoint Pershing as your authorized agent to establish and maintain bank deposit accounts ("Deposit Accounts") at various Federal Deposit Insurance Corporation ("FDIC") member insured depository institutions ("IDIs") that participate in the Product ("Program Banks") and to effect deposits to and withdrawals from such Program Banks pursuant to the terms and conditions set forth herein. Pershing has appointed Total Deposit Solutions, LLC, d/b/a R&T Deposit Solutions ("R&T"), to provide certain services with respect to the operation of the Product. You also agree to appoint Pershing, as your authorized agent, to invest in a designated money market mutual fund in certain circumstances as described below. There is no minimum amount required as an initial deposit or for subsequent deposits. The information in this disclosure document applies, unless otherwise indicated, to each Account for which you are a customer of record, whether as an individual, joint tenant, trustee, executor, custodian or in any other capacity, and is furnished to you in each of such capacities in respect of all such accounts. These terms and conditions for the Product are supplemental to those contained in your existing account agreements you executed to open and maintain an account with Pershing through BFE.

**You understand that to enroll in the Product, you have recently instructed BFE to direct your cash pending investment in your Account to the Product. Consent occurs when a client signs an account agreement with BFE and does not withdraw such consent; no advice or recommendations are made concerning the client's decision to participate or to remain in the Product. Other short-term, cash alternative investments are available to you through BFE. These other short-term, cash alternative investments may be more appropriate for clients seeking a cash allocation as part of their investment strategy over longer periods of time. These other investments, which may provide for higher rates of return, are securities covered by Securities Investor Protection Corporation ("SIPC") insurance up to coverage limits. See Section III. B. Differences Between Insured Bank Deposits and Money Market Funds for differences between SIPC and FDIC insurance coverage.**

*BFE receives significant amounts of compensation in connection with the Product. Such compensation presents a conflict of interest in that it gives BFE and Pershing a financial incentive to have clients participate and to maintain cash balances in the Product. BFE is compensated by exercising its discretion to deduct its fee from the interest rates paid by Program Banks in connection with the Deposit Accounts, and this discretion creates a conflict of interest, as any increase in BFE's fees will decrease the interest that you will receive in connection with the Deposit Accounts and any decrease in BFE's fees will increase the interest that you will receive in connection with the Deposit Accounts.*

Clients with Accounts that are charged an investment advisory fee will pay a fee on all the assets in those Accounts, including cash balances in the Product, which means that BFE receives both the asset-based advisory fee on such cash balances and compensation in connection with the Product on such cash balances. Alternatively, cash maintained in a brokerage account does not incur an asset-based advisory fee.

## II. Summary of Terms and Conditions

This section of the terms and conditions is a summary of certain features of the Product. It is prepared for your convenience and must be read in conjunction with the more detailed disclosure below. These terms and conditions for the Product are supplemental to those contained in your existing account agreements you executed to open and maintain an account with Pershing through BFE.

**A Summary of the Product:** Pershing, as your agent, allocates your Product balance to Program Banks up to the total balance allowable ("Product Limit") and has appointed R&T to provide certain services with respect to the operation of the Product. If you choose to participate, the available cash balance in your Account will be automatically deposited or swept into one or more Program Banks. The Product is offered to you by BFE, subject to these Terms and Conditions. It is important to note that Pershing, R&T, and BFE are non-bank entities and are not FDIC members. The Product itself is NOT an FDIC-insured product. Rather, through the Product, the cash balance in your Account is swept into deposit accounts at various Program Banks, which are all FDIC member IDIs. By using multiple Program Banks, the bank sweep feature seeks to provide aggregate FDIC pass through insurance protection for a client's cash balances up to the current Product Limit, as described in more detail below and in the enclosed Appendix A and sweeps your cash from the various Program Banks to cover purchases of securities and other debits in your Account. Pershing, as your agent, allocates your Product balance to a number of Program Banks up to the total balance allowable under the Product. In the event your Product balance reaches the current Product Limit, any additional cash balance in excess of such levels swept from your Account will be automatically invested into secondary sweep feature, shares of the designated money market mutual fund. Pershing acts as your agent for the secondary sweep feature of the Product. The Product is intended to provide a rate of return on your balances held on deposit at the various Program Banks and balances in money market mutual funds which typically provide a rate of return as well, however there is no guarantee these products will provide a rate of return. The Current Rates, Product Limit, and Program Bank List can be found at [www.benjaminfedwards.com/products-services/cash-management](http://www.benjaminfedwards.com/products-services/cash-management).

**FDIC Insurance:** Your funds are deposited into pooled accounts at multiple Program Banks in a manner designed to provide you an aggregate FDIC pass through insurance coverage up to the Product Limit on your Product balance, subject to the availability of

Program Banks. The Product Limit is dependent upon market conditions and the availability of Program Banks to accept additional deposits in the Product. At times the Product may block additional deposits or lower the Product Limit. If the Product is unable to accept additional deposits or lowers the Product Limit due to regulatory or other reasons, Pershing, R&T or BFE may not be able to provide you with advance notice. You will be provided notice of such changes as soon as practicable.

Pershing has established accounts with standing instructions with each Program Bank to ensure that Pershing maintains control over your funds in the Product at each bank. Pershing uses the services of R&T to perform allocations among the Program Banks in a manner intended to maximize the FDIC insurance coverage available through the Product. Pershing, as your agent, allocates your Product balance to several Program Banks up to the total balance allowable under the Product. FDIC insurance protects your deposits in the event of the failure of the bank. Any money you hold at a Program Bank outside the Product will impact the FDIC insurance coverage available on your Product balance held at that Program Bank. Pershing, BFE, your financial advisor and R&T do not monitor or take any responsibility for any balance you may have at a Program Bank outside the Product. **You are solely responsible for monitoring balances between your deposit institutions, including the Program Banks.** As such, you should review the list of Program Banks carefully. A list is attached, and the Program Banks holding your money will be listed on your Account statement. You have the right to instruct that your money is not allocated to a particular Program Bank. See also Sections *III. H. FDIC & SIPC Deposit Insurance: Operations and Limitations*, and *III. I. Ability to Exclude Program Banks*.

**Securities Investor Protection Corporation ("SIPC"):** SIPC insures customer assets held at a broker-dealer, such as Pershing, in the event of the failure of the broker-dealer. Securities in client Accounts custodied by Pershing are protected up to \$500,000 (including a maximum of \$250,000 for claims for un-invested cash awaiting reinvestment). The deposits made into Program Banks through sweep purchases into the Product are not insured by SIPC; however, any balances in a money market mutual fund used as the secondary sweep feature is insured up to the SIPC limit. Note that SIPC does not insure against the loss of value of any investment or product. For more information about SIPC coverage see [www.sipc.org](http://www.sipc.org). See also Section *III. B. Differences between Insured Deposits and Money Market Funds*.

**Access to Funds:** You will access funds through your Account, by contacting your financial advisor or BFE. In the event of the failure of BFE, you may access your funds by contacting Pershing at (201) 413- 3333. As explained in Section *III. M. Account Statements*, your Account statement issued by Pershing will list the name and balance at each of the Program Banks holding your money as well as details on the activity and your total balance held in the Product. See also Section *III. F. Withdrawals*.

You will not have a direct account relationship with the Program Banks. Pershing, as your agent, will establish an omnibus account at each Program Bank. Your deposits at each Program Bank are evidenced on subaccount records maintained by Pershing and R&T. Each insured Deposit Account maintained at a Bank is insured by the FDIC within certain applicable limits, as described below. No evidence of ownership, such as passbook or certificate, will be issued to you. All transactions in the Product must be made through your BFE Account.

**Determination of Interest Rates:** Interest rates may fluctuate, and the rates Program Banks are willing to pay are typically based on a specified reference rate, such as the average federal funds effective rate, or the federal funds target rate. The Product rate is the weighted average of the rates paid by the Program Banks, less fees. Product interest rates, as well as money market rates, are available at [www.benjaminfedwards.com/products-services/cash-management](http://www.benjaminfedwards.com/products-services/cash-management) or from your financial advisor. The interest rates paid on Deposit Accounts at a bank may be higher or lower than the interest rates available to depositors making deposits directly with the bank or other depository institutions in comparable accounts and for investments in other investments through BFE. The Bank Sweep Program is not designed to act as a retail bank account. See also Section *III. L. Interest and Fees*.

**Product Compensation to BFE, Service Providers and Related Conflicts of Interest:** BFE, Pershing, and R&T earn fees based on the amount of money in the Product, including your money. BFE, Pershing and R&T receive fees and benefits for services provided in connection with the Product. Administration and operation of the Product are primarily performed by Pershing and R&T, and services performed by BFE are minimal. BFE offers the Product as a service to you and is not obligated to offer you this or any sweep product or to make available to you a sweep product that offers a rate of return that is equal to or greater than other comparable products or investments. BFE has an economic incentive to make available to our clients sweep options that are more profitable to us and Pershing. Your financial advisor does not directly receive a portion of the fee paid to BFE by the Product.

Clients with Accounts that are charged an investment advisory fee will pay a fee on all the assets in those Accounts, including balances in the Product, which means that BFE receives both the asset-based advisory fee on such Product balances and compensation from the Product on such balances. This creates a conflict of interest, as BFE earns more from Product balances in investment advisory accounts than it would if such balances were held outside of the Product, creating an economic incentive for BFE to retain advisory assets in cash in the Product. You should contact your financial advisor to discuss other cash alternative options that may be available.

### **Bank Sweep Feature**

BFE, Pershing, and R&T will receive a fee from each Program Bank in connection with the total balance in the Deposit Accounts derived from sweeps into the Product. Each party is compensated for its respective services pursuant to this arrangement by receiving a portion of the fees paid out by each Program Bank in connection with your balance in the Deposit Accounts at each Program Bank. The amount of fees paid to BFE will affect the interest rate paid to you on the balance in the Deposit Accounts.

Each Program Bank will pay a fee equal to a percentage of the average daily balance in the Deposit Accounts at that Program Bank. Because the Program Banks pay different amounts, the compensation paid will vary among the Program Banks. The differences in compensation from Program Banks is intended to ensure that all clients receive the same rate of interest on their Product balance for their respective interest rate tiers, regardless of the Program Banks at which the Product balance is held. The Program Banks do not have a duty to offer the highest rates available or rates that are comparable to money market mutual funds or those offered by other depository institutions.

The interest rate and fees will change from time to time. See also Section *III. L. Interest and Fees and Negative Interest Rates*.

BFE has the ability to determine the interest rates paid to you. The interest rate applicable to your Deposit Accounts will be based on the amount paid by the Program Bank less the fees that are applied to the Product. BFE is compensated by deducting a percentage of the rate paid by Program Banks for fees paid in connection with the Product. Any increase in BFE's fees will decrease the interest that you will receive in connection with the Product and any decrease in BFE's fees will increase the interest that you will receive in connection with the Product. Because the interest rates paid to clients are subject to tiers based on the aggregate value of money in the Product. Linked Accounts, BFE's compensation rate is higher on clients' Product balances in lower interest rate tiers and lower on clients' Product balances in higher interest rate tiers. In its discretion, BFE may reduce its fee and may vary the amount of the reductions between clients. The fees earned by BFE may be higher if you participate in the Product than if you invest in other money market products, such as money market mutual funds. Current interest rates and fees are available to you at [www.benjaminfedwards.com/products-services/cash-management](http://www.benjaminfedwards.com/products-services/cash-management) and from your financial advisor.

BFE and Pershing retain and exercises the right to determine its own fee and may reduce or increase its fee. The amount of the fees collected reduces the effective amount of the Product interest rate that is ultimately paid to customers. Therefore, BFE and Pershing have a conflict of interest with regard to the Product. Any increase in the fees applied by BFE or Pershing will decrease the amount of interest received by customers. BFE and Pershing earn more in connection with your participation in the Product Please see [www.benjaminfedwards.com/products-services/cash-management](http://www.benjaminfedwards.com/products-services/cash-management) for disclosure of BFE's fees.

### **Secondary Sweep Feature**

In the event your Product balance reaches the current Product Limit, any additional cash balance in excess of such levels swept from your Account will be automatically invested into the designated secondary sweep feature, a money market mutual fund.

Your investments in the secondary sweep feature, if any, will earn dividends based on the income realized by the funds' underlying investments. The dividends earned on the shares in the money market mutual funds will not be payable in cash but will be automatically reinvested each month into the principal balance of the applicable money market mutual fund.

Pershing will earn fees on balances in any money market mutual funds used as the secondary sweep feature, which are paid out of the total operating expenses of the specific fund. BFE will receive a portion of the fee paid to Pershing. These fees are paid monthly based on the total average daily balance held in the particular money market mutual fund for the entire month.

**Risks of the Product:** In deciding whether to participate in the Product, clients should consider the return they are expected to receive versus the safety of the Product. You may receive a lower rate of return on money deposited through the Product than on other types of money market investments, such as money market mutual funds. Program Banks are permitted to impose a seven-day delay on any withdrawal request. In the event of a failure of a Program Bank, there may be a time during which you may not be able to access your money. If you have money at a Program Bank outside the Product, this will negatively impact the availability of FDIC insurance coverage for the total amount of your funds held within and outside the Product. If your total balance in the Product exceeds the Product Limit, the balance in excess of this amount will not be insured by the FDIC. If you exclude one or more Program Banks, the amount of FDIC insurance coverage available on your balance in the Product may decrease. In the event there is insufficient availability of Program Banks to fully allocate your balances, there is a potential that your Product balance may not be fully insured up to the Product Limit. In the event the Product cannot accept any additional deposits, the sweep feature on your Account may be updated to prevent any further sweep deposits into the Product from your account. If this occurs, per Section *III. J. Your Responsibility to Monitor Your Automatic Cash Investment Options* of this agreement, any available cash balance will sweep into the secondary sweep feature of the Product. If you have concerns about the risks of this Product, contact your financial advisor about alternatives available to you.

**Notices:** All notices to you regarding the Product may be by means of a letter, an entry on your periodic account statement, an insert to your periodic account statement, an entry on a trade confirmation, or by other means. Additional information can also be found at [www.benjaminfedwards.com](http://www.benjaminfedwards.com), under the *Important Disclosures* section.

## **III. Detailed Terms and Conditions**

### **A. Account Eligibility**

This Product is available to the following types of accounts: individual, joint, individual retirement accounts ("IRAs"), business entities including corporations, and fiduciary and trusts provided the beneficiaries are individuals or otherwise eligible to maintain a bank deposit account.

### **B. Differences Between Insured Bank Deposits and Money Market Funds**

The money market mutual funds made available through Pershing are registered with the U.S. Securities and Exchange Commission ("SEC") under both the Investment Company Act of 1940 and the Securities Act of 1933. The Product available through Pershing consists of bank deposit accounts at Program Banks regulated by bank regulatory agencies under various federal or state banking laws and regulations.

Product deposits are obligations of the Program Banks in which the deposits are held and qualify for FDIC insurance protection per depositor in each recognized insurable capacity in accordance with the rules of the FDIC and subject to certain conditions ("Insured Deposits"). An investment in a money market mutual fund is not insured or guaranteed by the FDIC.

Unlike the money market fund shares or the cash balance in your Account, Insured Deposits are not covered by the Securities Investor Protection Corporation ("SIPC"). SIPC is a non-profit member corporation funded primarily by member securities firms

registered with the SEC. SIPC provides protection to clients of member firms, like BFE and Pershing, in the event of the failure of that member firm. However, SIPC does not insure against the failure of the issuer of securities and does not guarantee bank deposits.

Product balances are intended to earn interest at the Program Banks in which the deposits are held, and a money market fund investment is intended to earn dividends on fund balances held in your Account. The interest earned on the Product may fluctuate and may be greater or less than the then current yield on a money market fund investment. See also Section III. L. *Interest and Fees*.

While a registered investment company such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available with the preservation of capital (less fees and expenses), Pershing, R&T, and the Program Banks are under no such obligation.

### **C. Information about Pershing and R&T**

Pershing, a wholly owned indirect subsidiary of The Bank of New York Mellon Corporation, is a registered broker dealer in securities and is a member organization of FINRA, NYSE and SIPC. R&T is a Delaware limited liability company with its principal office located in New York, New York that provides financial technology services to banks, broker-dealers, and other financial institutions. R&T assists Pershing in the allocation of your funds to Program Banks and may also maintain certain records on behalf of Pershing. It is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of your Product balances. None of the Program Banks is an affiliate of Pershing or R&T.

### **D. Relationship with Pershing**

Your Account has been introduced to Pershing by BFE. Your Account is custodied at Pershing, who is acting as your agent in establishing and maintaining bank deposit accounts at Program Banks and depositing your money to and withdrawing your money from those accounts. Having instructed BFE to enroll you in the Product, your first bank deposit will constitute your appointment of Pershing as your agent to effect deposits to and withdrawals from Program Bank deposit accounts in connection with the Product. Pershing reviews and monitors the Program Banks at which the deposit account(s) used for the deposit or withdrawal of your money are maintained. Pershing retains R&T to allocate swept balances into Program Bank(s) with the intent of maximizing the amount of FDIC insurance coverage available on swept balances in the Product.

### **E. Deposits**

By enrolling in the Product, you consent to have any available cash balances pending investment in your Account automatically deposited into accounts at Program Banks. Each business day, Pershing, or its agent bank, utilizing the services of R&T, will deposit the available cash balances in your Account to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "Pershing LLC as Agent for the Exclusive Benefit of its Customers". Your Product ownership interest will be evidenced by an entry on records maintained by Pershing and R&T, as Pershing's agent and record keeper, for each of the Program Banks at which your funds are on deposit. You will not be issued any evidence of ownership of a Product account, such as a passbook or certificate. However, your Account statement will reflect all deposits, withdrawals, Program Bank deposit balance(s) and interest rate.

After receiving the daily activity file of sweep transactions, R&T systems calculate the bank allocations at the individual position level in an attempt to insure balances up to the Product insurance levels. R&T systems use a non-discretionary algorithm, referred to as the "Distance-to-target allocation" methodology, to allocate balances. The process follows a pre-determined order, allocating deposit balances to Program Banks based on the % distance each bank is from their desired target balance. Program Banks are sorted from highest to lowest % and customer deposits are placed sequentially into the minimum number of Program Banks necessary to achieve the Product insurance level (provided each bank has sufficient capacity to accept additional deposits). After the allocation process is complete, Pershing initiates the wire instructions to facilitate the movement of monies.

Funds intended for deposit into the Product must be placed through your Account and cannot be placed directly by you with R&T or any of the Program Banks. Only balances transferred by Pershing, or R&T on behalf of Pershing, will be eligible for inclusion in a Program Bank account. Excess cash balances in your Account on each business day will be automatically deposited, or "swept" into the Product on the next business day.

Once your Product balance reaches the Product Limit, Pershing, as your agent, will automatically sweep any additional free credit balance over that amount ("Excess Balance") from your Account into the secondary sweep feature of your account, which will accept funds without limitation and without regard to the SIPC insurance limits. This means portions of the Excess Balance that exceed SIPC coverage limits can be uninsured. As described in more detail below, if you wish to allow balances to sit as a free credit balance (uninvested and potentially uninsured), please contact your financial advisor.

### **F. Withdrawals**

By enrolling in the Product, you consent to have your money on deposit at the Program Bank automatically withdrawn from the Program Bank accounts in the event of a debit in your Account custodied by Pershing or, on settlement date, to pay for any liability in your account carried at Pershing, such as the purchase of securities. Each business day as needed, Pershing or its agent bank, utilizing the services of R&T, will withdraw your cash from the omnibus deposit accounts maintained at the Program Banks held in the name of "Pershing as Agent for the Exclusive Benefit of its Customers".

You may make withdrawals from the Product, in any amount, not to exceed your total account balance in the Product, through your Account only. Withdrawals from the Product cannot be made directly by you through R&T or any of the Program Banks. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions that occur in your Account are processed through that account rather than through the Product. In the event of the failure of Pershing, you may access your funds by contacting your financial advisor.

All withdrawals will be made from the omnibus account each Program Bank. If a withdrawal of funds from your Deposit Accounts is necessary to satisfy a debit in your account, funds will be withdrawn from the account at the Program Banks at which your funds have been deposited. If there are insufficient funds at that Program Bank, funds will be withdrawn from each Program Bank in the sequence (lowest priority to highest priority), using the “Distance-to-target allocation” methodology described above, until the debit is satisfied. If funds in a Program Bank from which funds are being withdrawn are insufficient to satisfy a debit, funds in the related MMDA or DDA accounts at that Program Bank will be transferred to satisfy the debit. If there are insufficient funds in the Deposit Accounts at the Program Banks to satisfy the debit, Pershing will withdraw funds from other available sources as described in your account agreement. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions that occur in your Account are processed through that account rather than through the Product.

Your swept balances into the Product will be allocated as described in Section III. E. Deposits. If your Product balance exceeds the Product Limit and the Excess Balance from your account is swept into the secondary sweep feature, the balance in that secondary sweep feature will be used first to satisfy any debits in your account before withdrawals are made from your Product bank sweep feature balance.

## G. Secondary Sweep

Once your Product balance reaches the Product Limit, Pershing, as your agent, will automatically sweep the Excess Balance from your Account into a secondary sweep feature selected by BFE. If the Excess Balance in your Account is swept into the default secondary sweep Money Fund, a prospectus will automatically be mailed to you. Balances in the secondary sweep Money Fund are not FDIC-insured but are eligible for Securities Investor Protection Corporation (“SIPC”) coverage up to applicable limits. **Although a Money Fund seeks to preserve the value of your investment at \$1.00 per share, there is no guarantee it will do so, and you could lose money by investing in a Money Fund. An investment in a Money Fund is not insured or guaranteed by the FDIC or any other government agency. The sponsor of a Money Fund has no legal obligation to provide financial support to the Money Fund at any time and you should not expect that the sponsor will provide financial support to the Money Fund at any time.** Although the board of the default Money Fund has no current intention to impose a fee upon the sale of shares or temporarily suspend redemptions if the liquidity of the Money Fund falls below certain levels, the board reserves the ability to do so after providing at least 60 days prior written notice to shareholders. For more information about SIPC coverage see [www.sipc.org](http://www.sipc.org). See also Section III. B. Differences between Insured Deposits and Money Market Funds.

The default secondary sweep feature for the Product is a money market mutual fund (“Money Fund”), the Federated Hermes Government Reserves Money Fund (Symbol: GRFXX). The prospectus is available at [www.federatedhermes.com](http://www.federatedhermes.com); however, if you previously used another money fund as your elective sweep option that option will remain in place and used as the secondary sweep option until it is depleted. Once funds are entirely withdrawn from an elective sweep option, the secondary sweep option will be updated to the above referenced default.

Your investments in the secondary sweep feature, if any, will earn dividends based on the interest and income realized by the funds’ underlying investments. The dividends earned on the shares in the money market mutual funds will not be payable in cash but will be reinvested each month in additional shares of the applicable Fund at the then-current net asset value. You should bear in mind that the rates of return you receive on a money market mutual fund will vary from fund to fund, because such rates are based on the investments made by the fund net of the fund’s operating expenses. The rate of return on the secondary sweep feature will differ from the interest rates available in the Product, and as the prevailing market interest rates increase, the rates from the secondary sweep option will likely be higher than what’s earned in the Product.

There is no guarantee that the rate of return or the yields will equal or exceed rates of return or yields available at other financial institutions or invested in other similar products. Yields fluctuate, and past performance is no guarantee of future results. For more information about the current rates of interest or yields you are receiving from the money market fund(s) in which your cash is invested through the secondary sweep option, as well as current interest rates of the Product, please visit [www.benjaminfedwards.com/products-services/cash-management](http://www.benjaminfedwards.com/products-services/cash-management) or contact your financial advisor.

## H. FDIC & SIPC Deposit Insurance: Operation and Limitations

Upon deposit into the Product, your deposits are insured by the FDIC, an independent agency of the federal government, up to a maximum amount of \$250,000 per Program Bank. The \$250,000 limit includes your Product principal and accrued interest at a Program Bank, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal capacity at that same Program Bank. The FDIC protects balances held at insured banks against loss in the event a bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. If your total funds in the Product exceed \$250,000 multiplied by the number of Program Banks available for the deposit of your money (excluding any Program Bank you have elected to opt-out of), your funds at one or more Program Bank(s) will exceed \$250,000, and any such funds in excess of \$250,000 will not be insured by the FDIC.

Your Product Funds are allocated among several Program Banks using the “Distance-to-target allocation” methodology as described in Section III. E. Deposits in a manner intended to maximize the potential FDIC deposit insurance coverage up to the total balance allowable under the Product Limit. Pershing and R&T, in their sole discretion, may change the Product Limit. The total deposit for you at any Program Bank is set at a level below \$250,000 to ensure that the sum of the principal and accrued interest at a Program Bank does not exceed \$250,000. Based on the level of interest rates and other factors, Pershing may change these amounts in the future. Pershing and R&T may cap all additional deposits into the Product depending on market conditions, without regard to the current account balance. See also Section III. I. Ability to Exclude Program Banks.

## Hypothetical Example of the Product at Work for You

Your funds will be deposited in Program Bank "X." Once the predetermined threshold is reached for your funds on deposit at Bank X, for example, \$240,000, additional funds will be placed in Program Bank "Y," until the threshold for that Program Bank is reached at Bank "Y," and so on. Once your Product balance has reached the Product Limit, subject to your elected exclusions, any Excess Balance will be automatically swept into the secondary sweep feature. Since the secondary sweep option is a Money Fund, SIPC insurance rules and limitations will apply. Please see Section II. *Securities Investor Protection Corporation ("SIPC")* for more information,

If you have money in a Program Bank outside the Product, that money will not be considered in determining whether to allocate your money in the Program to a particular Program Bank. For example, if you have a non-Program deposit account at Bank A of \$240,000 and have \$35,000 of your Product balance held at Bank A, a maximum of \$250,000 of your total \$275,000 at Bank A would be insured by the FDIC. Several factors can affect your insurance coverage, including bank mergers. Because neither Pershing nor R&T would be aware of deposits made by you outside of the Product, you are solely responsible for monitoring the total amount of all deposits you have at each Program Bank for purposes of calculating your FDIC insurance coverage. If, for any reason, the amount deposited into the Product exceeds the number of Program Banks available to your account multiplied by \$250,000, the Excess Balance would not be insured by the FDIC.

**BFE nor Pershing nor R&T would be aware of deposits made by you outside of the Product, you are solely responsible for monitoring the total amount of all deposits you have at each Program Bank for purposes of calculating your FDIC insurance coverage. Pershing, R&T, BFE, nor your financial advisor is responsible for any insured or uninsured portion of your deposits in any of the Program Banks.**

If federal deposit insurance payments by the FDIC become necessary, payments of principal plus accrued interest will be made to you. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to Pershing and/or the FDIC before insurance payments are made. The application of FDIC deposit insurance coverage to various account ownership categories, and the resulting aggregation of such funds for the purpose of determining FDIC deposit insurance eligibility, is summarized below. This information is very important and should be reviewed carefully.

R&T, in its sole discretion, may determine to limit the total deposit for you at any Program Bank to an amount less than the maximum permitted. R&T will use its best efforts to ensure that no more than \$250,000 of your funds will be deposited in any single Program Bank, up to Product Limitations. There may be times when your funds deposited into the Product in a single day, for a limited amount of time, generally intraday but on occasion overnight, are held at one Program Bank, and any amount in excess of \$250,000 will not be covered by FDIC insurance.

You can obtain publicly available financial information concerning any of the Program Banks at [www.ffiec.gov](http://www.ffiec.gov) or by contacting the FDIC Public Information Center by mail at 801 17th Street, N.W., Room 100, Washington, D.C. 20434 or by phone at 877-ASK- FDIC (877-275-3342).

You may also obtain additional information for any Program Bank by contacting the FDIC, Office of Compliance and Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20409), by phone (877-275-3342 or 800-925-4618 (TDD)) or by e-mail ([dcainternet@fdic.gov](mailto:dcainternet@fdic.gov)) or by accessing the FDIC website at [www.fdic.gov](http://www.fdic.gov). SIPC does not cover deposit customer balances held in an FDIC-sweep account.

Pershing, BFE and your financial advisor do not guarantee the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank. Neither Pershing nor R&T is responsible for any insured or uninsured portion of any deposits at any Program Bank or guarantees the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank. SIPC does not cover customer balances held in an FDIC-insured bank deposit sweep program like the Product.

## I. Ability to Exclude Program Banks

You may exclude any Program Bank from holding your balances in the Product by notifying BFE or your financial advisor. Because the amount of FDIC insurance coverage available on your Product balance is determined by the number of Program Banks available for the deposit of your money, opting out of a Program Bank may reduce the amount of FDIC insurance coverage available on your Product balance. See also Section III. H. *FDIC & SIPC Deposit Insurance: Operation and Limitations*.

## J. Your Responsibility to Monitor Your Automatic Cash Investment Options

Neither Pershing nor R&T has any obligation to monitor this sweep option for your account or make recommendations about, or change to, the Product that might be beneficial to you. As returns on the Product, your personal financial circumstances and other factors change, it may be in your financial interest to invest cash from your Account in other investment vehicles. The Product should not be viewed as a long-term investment option for holding cash. Other cash alternative products are available to you through BFE if you are seeking the highest yields currently available. Please contact your financial advisor to if you wish to discuss alternative products.

## K. Program Banks

The list of Program Banks into which your swept Product balances may be deposited through the Product accompanies these terms and conditions and is also available to you at [www.benjaminfedwards.com/products-services/cash-management](http://www.benjaminfedwards.com/products-services/cash-management). Your cash balances may be deposited into multiple Program Banks. This will enable you to have aggregate FDIC insurance for your cash up to the Product

Limit. You should review the Program Bank List carefully and periodically. The Program Banks to which your balances in the Product have been allocated will be provided on your periodic account statement.

Each Program Bank is a separate FDIC member insured depository institution. Pershing or the R&T may include additional Program Banks, delete Program Banks, and determine the order of Program Banks at their discretion. Cash balances will be automatically invested in any one of the Program Banks, using the "Distance-to-target allocation" methodology as described in Section III. E. *Deposits*, which may be amended from time to time in a manner that Pershing and R&T determine is appropriate. Either Pershing or R&T may, at its discretion, transfer balances between Program Banks. You may obtain a current list of Program Banks at any time by calling your financial advisor, or by visiting [www.benjaminfedwards.com/products-services/cash-management](http://www.benjaminfedwards.com/products-services/cash-management) or [www.bny.com/pershing/us/en/rates.html](http://www.bny.com/pershing/us/en/rates.html).

You may not change the order of the Program Banks on the Program Bank List. However, at any time you may designate a Program Bank as ineligible to receive deposits of your cash. For example, you may wish to designate a Bank as ineligible if you have other deposits at that Program Bank outside of the Product and do not want additional deposits to be made to that Program Bank through the Product to exceed the applicable FDIC insurance limit. This will result in your cash being deposited into a different Program Bank on the Program Bank List. In addition, you may at any time instruct us to remove your cash from a Program Bank, close your Deposit Accounts with the Program Bank and designate the Program Bank as ineligible to receive future deposits. Unless you direct us to place your cash balances in a different investment, your cash balances will be deposited at the first available Program Bank next set forth or as amended by you. If you designate a Program Bank as ineligible to receive your cash, there may not be enough Banks remaining on the Program Bank List to provide FDIC insurance up to Product Limit. You may not designate all Program Banks as ineligible. If you wish to designate one or more Program, Banks as ineligible to receive your cash, please contact your financial advisor.

The omnibus account(s) established at each Program Bank by Pershing on behalf of customers, as customers' agent, constitute a direct obligation of that Program Bank and are not directly or indirectly an obligation of Pershing or R&T. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation, then you hereby authorize and direct Pershing, as your agent, to move, or direct R&T to move, your deposit to another FDIC insured Program Bank. Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account. While the Program Banks have not indicated their intention to require such notice, a Program Bank may, at any time, choose to do so.

Under certain circumstances, such as if a Program Bank is no longer able, or willing, to accept deposits for regulatory or other reasons, BFE may be unable to provide advance notice of changes but will provide notice as soon as practicable. You will have an opportunity to designate a Program Bank as ineligible to receive your cash balances if you do not wish cash to be deposited into or remain in a new Program Bank. The then-current Program Bank List will always be available on our website or from your financial advisor.

You can obtain publicly information concerning each Bank at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx) or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200. BFE does not guarantee the financial condition of the Banks or the accuracy of any publicly available financial information about such Bank.

Program Banks participating in the Product are not selected by BFE and each bank participating in the Product is an FDIC member insured depository institution, which provides for FDIC pass-through insurance on Product balances up to the applicable FDIC limit and subject to certain conditions. Program Banks in the Product are expected to maintain acceptable capitalization, but clients should evaluate credit quality and FDIC insurance coverage together with the return they are expected to receive.

## **L. Interest and Fees**

The interest rate paid to you is based upon a weighted average of the rates of interest the Program Banks are willing to pay for deposits applied to the Product balances allocated to each, minus the fees paid to Pershing, BFE, and R&T. The interest earned at each Program Bank is determined by applying the bank's net rate (total rate less fees) to the aggregate amount of total deposits at that Program Bank held by all participants in the Product. The rate of interest paid by each Program Bank is typically based on a reference rate such as the average Federal Funds Effective Rate or Federal Funds Target Rate plus a potential spread negotiated between R&T and/or Pershing and the Program Bank. The interest rate may fluctuate daily based on market conditions and the rate applicable to your Product balance will be stated on your Account statement. Contact your financial advisor to obtain the current interest rate being paid, the names of the Program Banks, your account balances at each of the Program Banks, and other account information.

Each Program Bank pays fees for the services related to your Product balance at that Program Bank, which may vary from bank to bank, and will affect the interest rate paid by the Program. After retaining a portion as its fee, R&T facilitates the payment of remaining fees to Pershing. Pershing retains its fee and in turn shares the remainder of the fees with BFE. Additionally, Pershing may change its fee at its discretion.

If an Excess Balance is swept into a Money Fund, including the default Money Fund, Pershing will earn fees on that balance. BFE will receive a portion of the fee paid to Pershing by the Program Banks and Money Fund Provider.

The interest rate paid on your Product balance may vary based upon the total value of the assets and cash you maintain in your Account, including amounts on deposit. Pershing will link your Account to additional Accounts you hold at Pershing through BFE registered under the same tax identification number to determine the total value of your assets, which will determine the tier in which your balance will be placed, (your "Interest Rate Tier"). The aggregate value of the assets held in all "linked" Accounts is referred to as your "Linked Balance." BFE will determine the values required for each Interest Rate Tier as well as the interest rate to be paid on

each tier. In general, clients with greater Linked Balances will receive a higher interest rate than clients with lower Linked Balances. Pershing will determine your Linked Balance as of the interest posting date each month, which is on or about the 15<sup>th</sup> of each month and add it to the Linked Balance as of interest posting date for the prior month. This sum is then divided by two to determine your average Linked Balance. This average Linked Balance will determine your eligibility for a particular Interest Rate Tier for the forthcoming interest period pursuant to the table below.

Tier	Tier Range
1	\$1 - \$99,999.99
2	\$100,000 - \$499,999.99
3	\$500,000 - \$999,999.99
4	\$1,000,000 - \$2,499,999.99
5	\$2,500,000 +

Each Interest Rate Tier will have a unique interest rate, which will be applied to all balances allocated to that tier. Once your tier is established on the interest posting date each month, which is on or about the 15<sup>th</sup> of each month, your Product balance will be placed into that tier for the entire interest rate period, typically the 16<sup>th</sup> of each month through the 15<sup>th</sup> of the following month. The interest rate tier for an initial deposit into the Product will not be based on an average Linked Balance but rather will be based on the initial amount deposited in the one Account into the Product to determine your Interest Rate Tier for that initial interest period. Commencing on your first interest payable date, your linked Accounts will be included in the average Linked Balance calculation described above. Because your Account was not part of the prior month calculation, your Interest Rate Tier will be determined based on the total asset value of all linked Accounts as of that interest posting date only.

You may contact your financial advisor to determine the current Product interest rate for each Interest Rate Tier and for Money Funds or other cash alternative investments available to you. Interest rates may change daily and will be available on the business day the rates are set. Interest will accrue on your Product balance from the day funds are deposited into the Deposit Accounts at a Program Bank through the business day preceding the date of withdrawal from the Deposit Accounts at the Bank. Interest will be accrued daily and automatically reinvested into principal monthly.

The Program Banks are not obligated to pay different interest rates on different tiers, and the Interest Rate Tiers may be changed at any time without notice. Each Program Bank earns net income from the difference between the interest it pays on deposit accounts, such as those in the Product, and the income it earns on loans, investments, and other assets. As described above, with respect to all funds deposited into the Product, each Program Bank will pay to R&T and Pershing an annualized fee calculated by applying a rate negotiated between Pershing and R&T from time to time to the total of all customer deposits in the Product held at that Program Bank.

Interest will be accrued daily and will be posted monthly via a reinvestment into the principal balance in the omnibus deposit account maintained by Pershing as agent for its customers. Interest will accrue on Product balances from the day they are deposited with the Program Bank(s) through the day preceding the date of withdrawal from the Program Bank(s). The daily balance method is used to calculate interest on balances in the Program. This method applies a daily periodic interest rate to the Product balances. The daily rate is 1/365 of the applicable rate (1/366 in a leap year). The interest rates paid with respect to the Deposit Accounts at a Program Bank may be higher or lower than the interest rates available to depositors making deposits directly with the Program Bank or other depository institutions in comparable accounts and for investments in other cash alternative investments available through BFE.. You should compare the terms, rates of return, required minimum amounts, charges and other features of the Program with other accounts and investment alternatives. There is no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time.

**Negative Interest Rates:** In response to certain extraordinary economic conditions, some foreign countries have implemented a negative interest rate policy to stabilize their economies. Under such a policy, a central bank charges banks a fee to hold reserves, and, as a result, the banks then charge depositors a fee to maintain their deposits. If such a policy is adopted in the U.S., Program Banks may begin to charge fees to maintain deposits held through bank deposit sweep products, such as the Product. In such an event, a fee would be charged for maintaining your deposits at Program Banks through the Product. This fee would be in addition to fees received from Program Banks for their participation in the Product. Any fees related to negative interest rates would be applied to your Product balance monthly for the duration of the negative interest rate period. If applicable, this fee will appear on your periodic Account statement.

## **M. Account Statements**

You will receive a periodic Account statement from Pershing. All activity with respect to your balance in the Product will appear on your periodic Account statement from Pershing, including your opening and closing balances, all activity, and interest earned on your Product balance. You will not receive a separate statement from the Program Banks or R&T. Your periodic Account statement will be delivered at least quarterly. You should retain all Account statements.

You must notify your financial advisor immediately of any discrepancies you note on your Account statement and in no event later than ten (10) days after the date of the Account statement on which the problem or error first occurred.



## N. Tax Reporting

**The information in this document related to U.S. Federal tax considerations is not tax advice and is not intended to be used, and cannot be used, for the purpose of avoiding penalties. This information is solely intended to support the promotion or marketing of the transactions or matters addressed herein. Each taxpayer should seek U.S. Federal tax advice based on the taxpayer's particular circumstances from an independent tax advisor.**

The interest that you receive from your Product balance is generally fully subject to state and federal tax. An I.R.S. Form 1099, a Tax Information Summary, will be sent to you by Pershing for each year, showing the amount of interest income you have earned from the Program on Form 1099-INT. You will not receive a Form 1099 if you are not a resident of the United States or Canada.

## O. FDIC Insurance for Different Account Types

### 1. Individual Accounts

Funds deposited into a Program Bank owned by an individual but established and held in the name of an agent, will not be considered the property of the agent. Funds held by an agent or agents in the name of an individual in an individual account capacity at the same Program Bank will be aggregated and the total of such accounts will be insured up to \$250,000.

### 2. Custodial Accounts

Funds deposited into an account at a Program Bank that are established and held in the name of a custodian will not be considered the property of the custodian. Funds held by a custodian or custodians in the name of an individual at the same Program Bank will be aggregated, and the total of such accounts will be insured up to \$250,000.

### 3. Corporate, Partnership and Unincorporated Association Accounts

Accounts established at a Program Bank and owned by the same corporation, partnership or unincorporated association that are designated for different purposes are not separately insured but, rather, are aggregated with all other deposit accounts of the corporation, partnership or unincorporated association at the same Program Bank and insured up to \$250,000.

### 4. Joint Accounts

In addition to funds insured up to \$250,000 held in an individual capacity, funds deposited into accounts owned jointly by two or more people held at the same Program Bank are aggregated, and the total is insured up to \$500,000 - \$250,000 for each joint account holder separately.

### 5. Trust Accounts

Product balances held in accounts with trust registrations are allocated at the account level and not at the trustee level; due to operational complexities Pershing cannot guarantee that FDIC coverage will be applied at the trustee level, as it is dependent upon the information available on the registration and what the FDIC would require from Pershing.

**Revocable Trust Accounts.** Generally, a revocable trust account, in which an owner/depositor evidences an intention that deposited funds will belong to one or more beneficiaries at the owner/depositor's death, are aggregated for FDIC insurance purposes with all other funds held by the owner/depositor in an individual capacity.

**Payable-On-Death Accounts.** An account made payable to one or more beneficiaries upon the death of an owner/depositor will be insured up to \$250,000 per owner for each beneficiary if the following requirements are satisfied: (1) the account title must include terms such as "payable on death," "transfer on death," "in trust for" or "as trustee for;" (2) each beneficiary must be identified in the deposit account records of the Program Bank; and (3) each beneficiary must be a qualifying beneficiary (e.g., spouse, child, grandchild, parent or sibling).

**Living Trust Accounts.** A living trust account will be insured up to \$250,000 per owner for each beneficiary if the following requirements are satisfied: (1) the account title must include terms such as "living trust," "family trust" or other similar language; and (2) each beneficiary must be a qualifying beneficiary (e.g., spouse, child, grandchild, parent or sibling).

**Irrevocable Trust Accounts.** Beneficiary interests in an irrevocable trust account, in which the owner/depositor of the trust contributes funds or property and relinquishes all power to cancel or change the trust, are aggregated with all other interests of the beneficiary created by the same grantor and held at the same Program Bank. Such funds will be insured up to \$250,000 in the aggregate if the following requirements are satisfied: (1) the Program Bank's deposit records disclose the existence of the trust relationship; (2) each of the beneficiaries and each of their interests in the trust must be identifiable from the deposit account records of the Program Bank or from the records of the trustee; (3) the beneficiary's interest in the trust must not be contingent; and (4) the trust must be valid under state law.

### 6. Self-Directed Retirement Accounts

Funds deposited into IRAs, Keogh accounts and any other self-directed retirement accounts at a Program Bank are separately insured from other non-retirement funds the depositor may have at the same Program Bank. Self-directed retirement accounts also will be aggregated with funds deposited from certain employee benefit plans and deferred compensation plans under Section 457 of the Internal Revenue Code. The combined total of a beneficiary's self-directed retirement accounts and plans at the same Program Bank will be insured up to \$250,000.

## P. Business Continuity

In the event you are unable to contact your financial advisor due to a business interruption event, such as a natural disaster, you may contact Benjamin F. Edwards at (314) 726-1600 or Pershing at (201) 413-3333.

## Q. Other Terms

**Limits on Certain Deposit Accounts:** Federal banking regulations may limit the automated transfers from money market deposit accounts to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Program Banks. These limits on transfers will not limit the number of withdrawals you can make from funds on deposit at each Program Bank, the interest rate you earn, or the amount of FDIC insurance coverage for which you are eligible.

**Inactive Accounts:** Pershing and the Program Banks may be required by law to turn over (escheat) your funds in the Product to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If your Product balance is liquidated and the proceeds remitted to the state, you may file a claim with the state to recover the funds.

**Transferability:** Balances in the Product may not be transferred. A full liquidation of your Product balance and subsequent transfer of the proceeds that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding on Pershing, R&T, or the Program Banks unless and until sufficient, acceptable documentation has been received.

**Termination: Closing of Account:** Pershing may, at its sole discretion, and without any prior notice, terminate your participation in the Product. If you or Pershing, for any reason, close your Account, your associated balance in the Product will be liquidated and your funds will be distributed out through the Account according to the conditions of your Account agreement.

**Right of Set-Off:** Under the terms of your Account agreement, Pershing may liquidate your balance in the Product and charge or set off the proceeds against indebtedness or obligations you may have to Pershing. For further information on the right of Pershing regarding such indebtedness or obligations, you should review your Account agreement. This provision does not apply where otherwise prohibited by law.

**Ordinary Care:** Any failure by Pershing, R&T, or any Program Bank to act or any delay by such party beyond time limits prescribed by law or permitted by these terms and conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions, or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Pershing, R&T, or any Program Bank in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, or any rule or regulation of the State of New York, Financial Industry Regulatory Authority, or a federal agency having jurisdiction over such party shall constitute ordinary care.

**Personal Information:** You agree that Pershing, R&T, the Program Banks, and their service providers will share information concerning you and your accounts in connection with providing the services contemplated by these terms and conditions and may disclose information about the Program to any affiliate of Pershing and in accordance with applicable laws, Pershing's Privacy Policy and customary brokerage and banking practices. You agree that Pershing, R&T, the Program Banks, and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Program. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should refer to the Pershing Privacy Policy provided to you at the time you opened your Account.

**Alternatives to the Product:** By your enrollment in the Product, you agree to the terms provided herein. You understand that, at any time, you may withdraw your consent to participate in the Product by contracting your financial advisor or BFE. If you withdraw your consent, and you do not designate a replacement automatic cash investment option for your Account, your financial advisor or BFE may fully liquidate your balance in the Program and credit the proceeds to your Account.

You may elect not to participate in the Cash Sweep Program and/or periodically invest cash balances directly in direct investments outside of the Product by providing instructions to your financial advisor. This means your account will not have a sweep feature and the available cash in your account will not be automatically swept or otherwise invested without further instruction to your financial advisor. Please note, if you elect not to participate in the Cash Sweep Program, accruing cash balances will not earn a rate of return prior to direct investment and will remain as free credit balances, potentially uninsured and uninvested, in your Account. Your financial advisor can provide additional product information for any cash alternative investment options outside of the Product.

**Days of Operation:** Transactions in the Program can only be facilitated on all days when both the NYSE and the Federal Reserve Bank of New York are open for business.

**Modification of Terms and Conditions:** Pershing may modify these terms and conditions at any time, upon notice to you.

**Tax Withholding:** Pershing may be required to withhold U.S. federal income tax at the prevailing rate on all taxable distributions payable to certain depositors who fail to provide their correct taxpayer identification number or to make required certifications or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on accounts held by entities (individuals or corporations) that are neither citizens nor residents of the United States, except for Canadian residents, are not subject to withholding tax. Consult your tax advisor.

**Legal Process:** Pershing, R&T, BFE, and the Program Banks may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Pershing, BFE, or your financial advisor may notify you of such process by telephone, electronically or in writing. If Pershing is not fully reimbursed for its record research, photocopying, and handling costs by the party that served the process, Pershing may charge such costs to your Account, in addition to its minimum legal process fee, and if necessary, withdraw funds from your balances in the Program. You agree to indemnify, defend, and hold Pershing, R&T, BFE, and the Program Banks harmless from all actions, claims, liabilities, losses, costs, attorney's fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Pershing, R&T, BFE, and the Program Banks may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where

the funds, records or property sought is held), even if the law requires personal delivery at the office where your Program records are maintained.

**Governing Law:** These terms and conditions shall be subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the state of New York without regard to its conflict of law provisions. Unless otherwise provided herein, we may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules related to processing transactions in the Program. You agree that we are not required to notify you of a change in those rules, except to the extent required by law.

**You acknowledge that you have received and carefully read these terms and conditions in connection with the Product as well as the disclosure with respect to interest rates and Program Banks. If you have any questions about any of the provisions of these terms and conditions or wish to terminate your participation, please contact your financial advisor.**