



Essex Bank

Demand Deposit Marketplace® (DDM®) Program

Customer Terms and Conditions

February 2025

PLEASE READ THESE CUSTOMER TERMS AND CONDITIONS CAREFULLY. BY SWEEPING, PLACING OR MAINTAINING ANY FUNDS IN THE PROGRAM, YOU ARE AGREEING TO THESE CUSTOMER TERMS AND CONDITIONS WITH ESSEX BANK. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND THESE CUSTOMER TERMS AND CONDITIONS. ANY QUESTIONS YOU HAVE REGARDING THE PROGRAM OR THESE CUSTOMER TERMS AND CONDITIONS SHOULD BE DIRECTED TO US AT (860) 767-4414.

I. INTRODUCTION

A. Essex Bank (“**Your Institution**”, “**us**”, “**we**” or “**our**”) makes available the Demand Deposit Marketplace® (DDM®) (“**Program**”) to its customers (“**Customer**,” “**you**” or “**your**”) that have an eligible account (as identified on the Program Information Notice) with Your Institution (“**Eligible Customer Account**”), subject to these Customer Terms and Conditions (including the Exhibits hereto) as may be updated from time to time in accordance herewith (“**Customer T&Cs**”) and such other disclosures that Your Institution may provide to you from time to time with respect to the Program. Under the Program, Your Institution, as your agent, will endeavor, directly or acting through Stable and other intermediaries and agents, to deposit funds from your Eligible Customer Account into Program Accounts (as defined below) at receiving banks or savings associations (“**Receiving Institutions**”) that are members of the Federal Deposit Insurance Corporation (“**FDIC**”). By participating in the Program, you may be eligible to access an expanded level of deposit insurance coverage on Program Deposits (as defined below) up to the program limit as identified on the Program Information Notice (“**Program Limit**”), subject to these Customer T&Cs.

B. Certain information referred to in these Customer T&Cs about your participation in the Program can be found on the Program Information Notice (“**Program Information Notice**”) which will be provided to you by Your Institution by any means determined by Your Institution, including by posting the Program Information Notice on the Essex Bank Insured Sweep link at <https://www.essex.bank/bank/business/cash-management> or, if offered to you by Your Institution, on the DepositView® portal, which is an online portal powered by Stable that Your Institution may make available to you (“**DepositView Portal**”) (Your Institution’s Portal and, if offered to you, the DepositView Portal, each and together, the “**Program Portal**”). Your Institution may update the information in the Program Information Notice at any time by providing the updated Program Information Notice to you by any means determined by Your Institution, including by posting it on the Program Portal.

C. If the Program Information Notice indicates that you participate in the Program through the DDM-Indirect-Source-Specific-Order Program, you must deliver a specific order or other authorization in a form and manner acceptable to us in our sole discretion (“**Specific Order**”) to authorize Your Institution acting through its agents, sub-agents and/or third-party service providers, including Sending Institution, Stable, Settlement Bank and Custodian (as those terms are defined below) to transfer free credit balances in your Eligible Customer Account to the Program Accounts under the Program in the manner and under the terms and conditions specified in that Specific Order.

D. The Program is available, in Your Institution’s sole discretion, to individuals and other entities, including corporations, public entities and not-for-profit entities, that are eligible to maintain an Eligible Customer Account. It is your sole responsibility to ensure that the Program satisfies any deposit or other objectives, guidelines, requirements or laws or regulations applicable to you with respect to the deposit or investment of any funds placed into the Program. To obtain access to deposit insurance coverage on Program Deposits under the Program, you must provide the proper tax and other identification information to Your Institution.

E. Your participation in the Program applies with respect to the Eligible Customer Account at Your Institution as you specify on the Customer Agreement and Agency Appointment Form attached as Exhibit A hereto as updated from time to time in accordance therewith (“**Agency Appointment**”) or as otherwise agreed or authorized by you. Your Institution may rely upon such other authorization provided by you for all purposes relating to your participation in the Program, including with respect to the Eligible Customer Account to which the Program applies and deposits to and withdrawals from the Program.

F. The minimum amount (“**Minimum Deposit Amount**”), if any, required as an initial or subsequent deposit into the Program will be set forth on the Program Information Notice.

G. The Program Information Notice will indicate whether the Program offered to you includes an automatic sweep of funds in and out of the Program ("**Automatic Sweep Feature**"). If the Program includes the Automatic Sweep Feature, funds will be automatically swept to and from Program Accounts at Receiving Institutions under the Program based on the Sweep Deposit Trigger Amount and Sweep Withdrawal Trigger Amount (as those terms are defined below) as further described in these Customer T&Cs below. If the Program does not include the Automatic Sweep Feature, funds may be deposited into, and withdrawal from, Program Accounts at Receiving Institutions under the Program as authorized by you from time to time. The Automatic Sweep Feature is not available if you participate in the Program through the DDM-Indirect-Source-Specific-Order Program.

H. Your Institution acts as your agent with respect to the Program, including with respect to deposits made to, and withdrawals from, Program Accounts, whether directly or indirectly through Your Institution's agents, sub-agents and/or third-party service providers, including Sending Institution, Stable, Settlement Bank and Custodian (as those terms are defined below). Information about Your Institution is included on the Program Information Notice, including if your deposits while maintained at Your Institution are eligible for deposit insurance coverage.

I. Your Institution may engage one or more banks or savings associations that are members of the FDIC, trust departments of an FDIC-insured bank or savings association, federal chartered trust companies, credit unions insured by the National Credit Union Administration ("**NCUA**"), broker dealers registered with the U.S. Securities and Exchange Commission ("**SEC**") (such institution, a "**Brokerage Institution**"), or other institution that (i) is a "financial institution" (as defined under the Bank Secrecy Act), (ii) is subject to an anti-money laundering program rule under 31 U.S.C. § 5318(h) of the Bank Secrecy Act and (iii) is supervised by a federal functional regulator (as defined in 31 C.F.R. § 1010.100(r)) (each, a "**Sending Institution**") to act as Your Institution's agent with respect to the Program. You hereby authorize the engagement and appointment of Sending Institution as Your Institution's agent, and thus, your sub-agent. The Program Information Notice indicates whether Your Institution engages a Sending Institution. For the DDM-Indirect-Source-Specific-Order Program, the Settlement Bank or Custodian also may act as the Sending Institution.

J. If Your Institution engages (or, if Your Institution engages a Sending Institution, Your Institution authorizes Sending Institution to engage) Stable Custody Group II LLC ("**Stable**") to act as the administrator of the Program and to provide administrative, recordkeeping, agency and other related services to Your Institution (or, if Your Institution has engaged Sending Institution, to Sending Institution). Those administrative and other services include the facilitation by Stable, as agent or sub-agent for Your Institution, of the transfer of Program Deposits to, and from, the Program Accounts at Receiving Institutions under the Program and the establishment and maintenance of Program Accounts at the Receiving Institutions in the name of Stable (or another custodian as selected by Stable) as agent for the institutions participating in the Program (including Your Institution) as agent for its customers (including you). Program Accounts may be held in the name of Your Institution (or its Sending Institution) as agent for its customers (including you). Stable has engaged a Settlement Bank and Custodian (as defined and further described below) to assist Stable in its administration of the Program, including executing such funds transfers. By participating in the Program, you hereby authorize (i) Your Institution to act as your agent for all purposes with respect to such Program, (ii) the appointment by Your Institution (or, if Your Institution engages a Sending Institution, by Sending Institution) of Stable as administrator and agent for such Program (and, thus, your sub-agent) and (iii) Your Institution's (and its agents' or sub-agents') appointment and use of other agents and third-party service providers as may be selected from time to time with or without notice to you, including, without limitation, the Settlement Bank and Custodian. Additional information about Sending Institution, Stable, the Settlement Bank and Custodian is provided in Sections I.L. (Additional Information about Your Institution), I.M (Additional Information about Sending Institution), I.N (Additional Information about Stable), and I.O (Additional Information about Settlement Bank and Custodian) below.

K. You agree to be bound by all such acts described in this section by Your Institution, Sending Institution and Stable, whom you further hereby authorize, in turn, to appoint such other agents and third-party service providers as Your Institution or Stable may select from time to time with or without notice to you, including the Settlement Bank and Custodian, and for which you agree to be bound by their acts.

L. Additional Information about Your Institution

1. Additional information about Your Institution is set forth on the Program Information Notice.

2. If Your Institution is a Brokerage Institution, and Your Institution fails at any point in time when funds are maintained on deposit in your Eligible Customer Account or otherwise at Brokerage Institution, those funds will be entitled to Securities Investor Protection Corporation ("**SIPC**") coverage for up to \$250,000 of cash per each customer or per account, if the accounts are of separate capacities. SIPC protection of customers with multiple accounts is determined by "separate customer" capacity. Each separate capacity is treated as a unique customer and protected up to \$250,000 for cash. Accounts held in the same capacity are combined for purposes of the SIPC protection limits. For example, if you have two brokerage accounts each in your own name at Your Institution, your two accounts will be combined. You will not have SIPC protection of \$250,000 cash for each account, but rather a total of \$250,000 cash SIPC protection for both accounts. If you have a joint brokerage account in addition to an individual brokerage account with Your Institution, you will have SIPC protection of \$250,000 cash for the joint account, in addition to SIPC protection of \$250,000 cash for your individual brokerage account. Refer to your Brokerage Agreement with Your Institution about SIPC and how it applies to your Eligible Customer Account. SIPC insures customer assets held at broker-dealers in the event of the failure of the broker-dealer. Program Deposits in the Program Accounts (and your funds while at the Sending Institution (if it is not a Brokerage Institution) or Settlement Bank) are not insured by SIPC. SIPC does not insure against the loss of value of any investment or product.

3. Receiving Institutions may be affiliated with Your Institution from time to time. Receiving Institutions that are affiliated with Your Institution may be given sequence priority to receive deposits or may operate under terms that are not available to unaffiliated Receiving Institutions. For a list of affiliated Receiving Institutions and other related disclosures, please see the Program Information Notice or contact Your Institution.

M. Additional Information about Sending Institution

1. If Your Institution engages a Sending Institution, such Sending Institution acts as Your Institution's agent (and, thus, your sub-agent) under the Program, as set forth above. Sending Institution's services include the facilitation of transfers by Sending Institution, as agent for Your Institution, of Program Deposits to and from the Program Accounts at Receiving Institutions under the Program. The name and additional information about the Sending Institution is set forth on the Program Information Notice. Your Institution may change the Sending Institution, engage a new Sending Institution or cease engagement of a Sending Institution in its sole discretion at any time, with or without notice to you. For the DDM-Indirect Source-Specific Order Program, Your Institution may use the Settlement Bank or Custodian as the Sending Institution.

2. If Your Institution establishes and maintains a deposit account at Sending Institution for purposes of receiving and transferring Program Deposits in connection with the Program ("**Sending Institution Account**"). The Sending Institution Account is maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage.

N. Additional Information about Stable

1. Stable acts as the administrator of the Program and provides services to Your Institution (or, if Your Institution engages Sending Institution, to Sending Institution), such as recordkeeping, administrative, agency, and other services relating to that Program. Stable is not a bank, credit union, broker-dealer, or investment adviser. Stable does not provide any investment-related advice or make any recommendations to you or Your Institution. Stable acts as agent for Your Institution (or, if Your Institution engages Sending Institution, for Sending Institution) and, thus, your sub-agent. You are a customer of Your Institution and you do not have, and nothing herein or otherwise (including, if offered to you, through your use of the DepositView Portal which is powered by Stable but offered to you by Your Institution) creates, any customer or other direct, indirect or third-party beneficiary relationship between you and Stable or any duty or obligation (express or implied) owed by Stable to you, including any fiduciary or disclosure obligation. The Program Accounts at the Receiving Institutions are opened and maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage. Stable administers an Allocation Process (as defined below) to determine the Receiving Institution(s) into which Program Deposits will be deposited under the Program, and maintains records of Program Deposits maintained in the Program Accounts at the Receiving Institutions (and, if Your Institution engages Sending Institution, the Sending Institution Account).

O. Additional Information about Settlement Bank and Custodian

1. You understand that Stable, from time to time, may engage a settlement bank ("**Settlement Bank**") and/or a custodian ("**Custodian**") to assist Stable in its administration of its agency and other duties with respect to the Program. The name and additional information about the Settlement Bank and Custodian (as applicable) for the overall Program is set forth on the Program Information Notice. The Settlement Bank and/or Custodian may change, at any time, in Stable's or Your Institution's sole discretion, with or without notice to you. The Settlement Bank is primarily responsible for executing the transfer of Program Deposits to and from the Receiving Institutions as a result of deposits to, and withdrawals, of funds from the Program. The Custodian is primarily responsible for performing reconciliations between a custody account at Custodian and the Program Deposits at the Receiving Institutions. Custodian has appointed Stable as its sub-custodian with respect to the Program, including to open and maintain Program Accounts at the Receiving Institutions in the name of Stable (or another custodian as selected by Stable) as Your Institution's agent (or, if Your Institution engages Sending Institution, as Sending Institution's agent) and, thus, your sub-agent.

2. If you participate in the DDM-Indirect-Source-Specific-Order Program, you understand that Your Institution, from time to time, also may engage a settlement bank to facilitate the transfer of your funds to and from the Program Accounts. In such case, the account at such settlement bank is maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage.

II. **PROGRAM DEPOSITS**

A. The Program is designed so that funds transferred from your Eligible Customer Account at Your Institution to the Program Accounts at the Receiving Institutions under the Program, together with any accrued or posted interest earned thereon that remains held on deposit in the Program Accounts, (collectively, "**Program Deposits**") are held and maintained at one or more Receiving Institutions in an amount up to the then-current standard maximum deposit insurance amount ("**SMDIA**") (currently, \$250,000) per Customer Identifier (as defined below), per Account Ownership Category (as defined below) and per Receiving Institution, other than any Excess Funds which are placed at Excess Institutions, subject to these Customer T&Cs, including the Program Limit, as described below.

B. Program Deposits may be placed into money market deposit accounts (“**MMDAs**”) or demand deposit accounts (“**DDAs**”) (such MMDAs and DDAs, each a “**Program Account**” and collectively, the “**Program Accounts**”) at one or more Receiving Institutions.

C. If the Program includes the Automatic Sweep Feature, to the extent that any funds on deposit in your Eligible Customer Account *exceeds* the designated sweep deposit trigger amount as set forth on the Program Information Notice or as otherwise agreed on the Agency Appointment with you (“**Sweep Deposit Trigger Amount**”) on any Business Day (as defined below), Your Institution, acting as your agent, will withdraw those excess funds from your Eligible Customer Account and sweep those funds into Program Accounts at one or more Receiving Institutions.

D. If the Program does not include the Automatic Sweep Feature, you may authorize a deposit of funds from your Eligible Customer Account on any Business Day and Your Institution, acting as your agent, will withdraw those funds from your Eligible Customer Account and sweep or place those funds into Program Accounts at one or more Receiving Institutions. If you participate in the DDM-Indirect-Source-Specific-Order Program, the Program does not include the Automatic Sweep Feature; you must deliver a Specific Order to authorize such deposit as set forth in Section I.C herein.

E. Your Institution may rely upon such other authorization provided by you for withdrawing funds from your Eligible Customer Account and sweeping or placing those funds into Program Accounts at the Receiving Institutions.

F. If Your Institution engages a Sending Institution, funds withdrawn from your Eligible Customer Account will first be deposited into, and then withdrawn from, the Sending Institution Account at Sending Institution before being deposited into the Program Accounts at the Receiving Institutions.

G. The deposit and processing of funds into the Program may only be made through your Eligible Customer Account at Your Institution, subject to any account agreement between you and Your Institution relating to your Eligible Customer Account, and cannot be made by you directly through Sending Institution, Stable, the Settlement Bank, Custodian or any Receiving Institution or directly through the Program Accounts.

H. Receiving Institutions may limit the number of transfers from Program Accounts that are MMDAs to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Institutions. Those limits on transfers will not limit the number of withdrawals you are permitted to make from your Eligible Customer Account at Your Institution, subject to your account agreement for your Eligible Customer Account.

I. Settlement of funds deposited into Program Accounts at Receiving Institutions under the Program generally occurs only on days on which the Federal Reserve Wire Transfer System is open for business and on which Stable is open for business (“**Business Day**”). If Your Institution indicates on the Program Information Notice that it offers you same-Business Day settlement (“**Same-Business-Day Settlement**”), the deposit of funds into the Program generally will occur on the same Business Day; *provided* you notify Your Institution of the deposit prior to the cut-off time identified on the Program Information Notice for Same-Business Day Settlement. Otherwise, the deposit of funds into the Program generally will occur on the Business Day immediately following the day on which you notify Your Institution of the deposit of funds into the Program (“**Next-Business-Day Settlement**”); *provided* you notify Your Institution of the deposit prior to the cut-off time identified on the Program Information Notice for Next-Business-Day Settlement.

J. If we offer you DepositView, you may confirm the aggregate principal balance in the Program Accounts as of the preceding Business Day or, after settlement-related processing, as of that Business Day through DepositView. Otherwise, you can contact Your Institution to confirm your aggregate principal balance in the Program Accounts at any time.

III. PROGRAM LIMIT; EXCESS FUNDS

A. Program Limit

1. Notwithstanding anything to the contrary in these Customer T&Cs or otherwise, Your Institution, from time to time, sets a limit on the maximum amount of expanded deposit insurance coverage that you may be eligible to access on Program Deposits under such Program (subject to these Customer T&Cs and applicable laws, regulations, and guidance, including those concerning FDIC pass-through insurance), which limit is the amount set forth on the Program Information Notice from time to time (the “**Program Limit**”). The Program Limit is an amount per Eligible Depositor, and generally depends on the number of Receiving Institutions in the Program that can receive Program Deposits at any given time.

2. Your Institution may change the Program Limit at any time by posting a new Program Limit on the Program Information Notice or otherwise notifying you of the change. Notwithstanding such Program Limit set by Your Institution:

(a) The Program Limit may be reduced to an amount that is *lower* than the Program Limit (which new reduced limit will then become your new Program Limit) if you exclude (“**opt-out**” of) any Receiving Institutions from holding Program Deposits under the Program as more fully described in Section IV.F (Ability to Opt-Out of

Receiving Institutions) below. In such case, you can contact Your Institution to confirm whether any opt-out will or has resulted in a new lower Program Limit.

(b) If the funds you place into the Program are held by you in more than one Account Ownership Category (e.g., as a single ownership account and as a joint ownership account), you may be eligible to access a *higher* amount of expanded deposit insurance coverage on Program Deposits (which new higher amount will then become your new Program Limit). The Program Information Notice will indicate if Your Institution makes this higher coverage eligibility available to you based on multiple Account Ownership Categories and, if so, your new Program Limit.

3. Once funds are deposited into and received by the Program Accounts at the Receiving Institutions, those funds may be eligible for access to expanded deposit insurance coverage up to the Program Limit. The Program is designed so that Program Deposits (inclusive of any accrued or posted interest) are maintained in Program Accounts at Receiving Institutions in an amount up to the then-current SMDIA (currently, \$250,000) per Customer Identifier, per Account Ownership Category, per Receiving Institution, other than any Excess Funds which are placed at Excess Institutions, subject to these Customer T&Cs. See Section III.C (Excess Funds) below for additional information about Excess Funds.

B. Prior to funds being deposited into and received by the Program Accounts at the Receiving Institutions, your funds may or may not be eligible for deposit insurance coverage. Please refer to the Program Information Notice for additional information regarding the availability of deposit insurance coverage at any time while your funds are maintained at Your Institution, Sending Institution (if any), or Settlement Bank.

C. Excess Funds

1. The Program Information Notice will indicate if Your Institution, as your agent, will sweep or place funds into the Program in excess of the Program Limit. Any funds swept or placed into the Program in excess of the Program Limit ("**Excess Funds**") will be placed at one or more Receiving Institutions (which may include Your Institution or an affiliated FDIC-insured bank or savings association of Your Institution, acting as a Receiving Institution) (when a Receiving Institution holds Excess Funds, such Receiving Institution is known as an ("**Excess Institution**") with respect to those Excess Funds). You can speak with Your Institution at any time to confirm the names of the Excess Institutions that hold any Excess Funds you have placed into the Program at any given point in time (however, such Excess Institution could change at any time). Accordingly, you are solely responsible for reviewing the financial condition of the Receiving Institutions on the List of Receiving Institutions and opting-out of any Receiving Institution if you desire, as Excess Funds could be placed at any Receiving Institution (acting as an Excess Institution) at any time.

2. **YOU UNDERSTAND AND ACKNOWLEDGE THAT EXCESS FUNDS THAT ARE PLACED AT ANY EXCESS INSTITUTION ARE NOT ELIGIBLE FOR FDIC DEPOSIT INSURANCE COVERAGE** (subject to applicable laws and regulations that may, if applicable, permit eligibility for additional FDIC deposit insurance). Excess Funds are subject to additional risk based on, among other things, the financial condition of the institutions that hold the Excess Funds.

IV. PROGRAM ACCOUNTS AT RECEIVING INSTITUTIONS

A. Each Program Account (including the principal balance and any accrued or posted interest maintained in that Program Account) constitutes a deposit liability of the Receiving Institution at which it is held, and is not, directly or indirectly, a deposit liability or other obligation to you of Your Institution, Sending Institution, Stable, the Settlement Bank or the Custodian.

B. The Program Accounts at the Receiving Institutions are established and maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage. Each Program Account is recorded in the books and records of Receiving Institution in the name of Stable (or other custodian selected by Stable), as agent for the institutions participating in the Program (including Your Institution), as agent for its customers (including you). Program Accounts also may be held in the name of Your Institution as agent for its customers (including you).

C. Each Program Account is a deposit account and may hold funds on your behalf, as well as funds on behalf of other customers participating in the Program. The ownership of Program Deposits in each Program Account will be evidenced by an entry in the records maintained by Stable and/or Your Institution.

D. You will not be issued any evidence of ownership of a Program Deposit at the Receiving Institutions, such as a passbook or certificate. However, Your Institution (or Sending Institution, if applicable) will provide you with a summary of all deposits to and withdrawals from the Program, the name of each Receiving Institution that holds Program Deposits, deposit balance(s) and interest rate either on your periodic Customer Statements, via the Program Portal, upon request, or a combination thereof.

E. List of Receiving Institutions

1. A link to the current list of Receiving Institutions that may, at any time, hold Program Deposits under the Program ("**List of Receiving Institutions**") can be found at <https://www.mnt.com/files/ddm/bank-list/pbl-rtncu.pdf> or on the Program

Information Notice. The List of Receiving Institutions can be changed by Your Institution (or Sending Institution, if applicable) at any time, with or without notice provided to you. Accordingly, you should regularly review the List of Receiving Institutions.

2. Stable, as agent or sub-agent for Your Institution, runs an Allocation Process (as defined below) for the allocation of Program Deposits at the Receiving Institutions. At any time during which Program Deposits are maintained in the Program, Program Deposits may be transferred from one Receiving Institution to another Receiving Institution pursuant to the Allocation Process. See Section V (Allocation Process) for more information.

3. **You are solely responsible for monitoring the Receiving Institutions on the List of Receiving Institutions that may, at any time during your participation in the Program, hold Program Deposits.**

4. You can obtain publicly available financial information concerning any Receiving Institution at <https://www.ffiec.gov/NPW> or by contacting the FDIC Public Information Center by phone at 877-ASK-FDIC (877-275-3342) from 8:00 am – 6:00 pm ET (Monday-Friday) and 8:00 am – 1:00 pm ET (Saturday), excluding Federal Holidays. You also can receive publicly available information from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

5. None of Your Institution, Sending Institution, Stable, the Settlement Bank or the Custodian guarantee or make any representations or warranties regarding the financial condition of any Receiving Institution or the accuracy of any publicly available financial information concerning a Receiving Institution.

F. Ability to Opt-Out of Receiving Institutions

1. You have the option to opt-out of any Receiving Institution from holding your Program Deposits at any time by completing, signing and submitting to Your Institution the “Receiving Institution – Opt-Out Form” attached as Exhibit C hereto (“**Opt-Out Form**”). A link to the Opt-Out Form also is included on the Program Information Notice which you can download, complete, sign and submit to Your Institution. Your opt-out of a Receiving Institution generally becomes effective on the first Business Day *after* the Business Day on which you submit the Opt-Out Form to Your Institution; *provided* you have submitted the Opt-Out Form to Your Institution prior to the cut-off time identified on the Program Information Notice for opt-outs of Receiving Institutions.

2. If you hold funds (including if funds are held for your benefit) at any Receiving Institution outside of the Program offered to you by Your Institution (whether directly or indirectly, including through other intermediaries, such as broker-dealers), you should opt-out of that Receiving Institution from holding Program Deposits under the Program offered to you by Your Institution. Otherwise, this may negatively affect your access to deposit insurance coverage on Program Deposits. See Section VIII (FDIC Insurance Coverage on Program Deposits) for more information.

G. Program Opt-Outs of Receiving Institutions

1. If you participate in the Program administered by Stable through an institution other than Your Institution (“**Other DDM Program**”), and you opt-out of a Receiving Institution under that Other DDM Program, you will be automatically opted-out of that Receiving Institution under the Program offered to you by Your Institution under these Customer T&Cs (*provided* Your Institution and such other institution gives Stable the same Customer Identifier to identify you under the Other DDM Program and this Program).

2. If you participate in the Certificate of Deposit Exchange MarketplaceSM (CDMXSM) Program administered by Stable (“**CDMX Program**”) through Your Institution or any other institution and you opt-out of a Receiving Institution under the CDMX Program, you will be automatically opted-out of that Receiving Institution under the Program offered to you by Your Institution under these Customer T&Cs (*provided* Your Institution and, if relevant, such other institution gives Stable the same Customer Identifier to identify you under both the CDMX Program and this Program).

3. You understand that the Program Limit for the Program may be reduced as a result of an automatic opt-out described in Section IV.G.1 and IV.G.2 (Program Opt-Outs of Receiving Institutions) above. You can contact Your Institution to confirm if a Receiving Institution has been automatically opted-out of under the Program offered to you by Your Institution under these Customer T&Cs and any Program Limit reduction as a result of those automatic opt-outs. As such automatic opt-out depends on whether the same Customer Identifier is used to identify you for the Program offered to you by Your Institution under these Customer T&Cs and any Other DDM Program or CDMX Program, if you wish to opt-out of a Receiving Institution under the Program and any Other DDM Program or CDMX Program, **you should provide instructions to both Your Institution and the institution offering you such Other DDM Program or CDMX Program to opt-out of the Receiving Institution under all such desired programs. You, as Customer, are solely responsible for excluding any Receiving Institution, if and as needed, to ensure that Program Deposits are eligible to receive deposit insurance coverage.**

V. **ALLOCATION PROCESS**

A. Your Institution and Stable will use your taxpayer identification number (“**TIN**”) or a unique customer identifier assigned by Your Institution or its servicer or agent (such TIN or unique customer identifier, your (“**Customer Identifier**”)) to identify you. Program

Deposits will be allocated and deposited to Receiving Institutions according to that Customer Identifier and on the understanding that you are not placing any funds or other deposits at Receiving Institutions (whether through the Program offered to you by Your Institution or outside of the Program offered to you by Your Institution) under more than one identical Customer Identifier.

B. Each Business Day, Program Deposits are allocated by Stable to Receiving Institutions (other than a Receiving Institution that you have opted-out of from holding Program Deposits). Allocations are based on an allocation algorithm determined by Stable for the purposes of providing customers in the Program access to expanded deposit insurance coverage on Program Deposits, up to the Program Limit (the “**Allocation Process**”). Through the Allocation Process, a transfer of funds may occur from one Receiving Institution to another Receiving Institution, and as a result of this process, the Receiving Institutions that hold Program Deposits on any Business Day, and the amount allocated to a Receiving Institution on any Business Day, may *differ* from the prior Business Days. The Settlement Bank is responsible for the execution of any funds transfers, based on the allocation instructions from Stable. By participating in the Program, you hereby authorize and consent to the Allocation Process with respect to Program Deposits.

C. The Allocation Process is designed to ensure the total amount of Program Deposits (both principal and any accrued or posted interest) allocated to any one Receiving Institution does not exceed the then-current SMDIA (currently, \$250,000) per Customer Identifier, per Account Ownership Category, per Receiving Institution up to the Program Limit (other than any Excess Funds which are placed at Excess Institutions), subject to these Customer T&Cs. The transfer of Program Deposits from one Receiving Institution to another Receiving Institution as a result of the Allocation Process does not affect the Interest Rate paid to you on Program Deposits.

D. You cannot specify an amount of funds to be allocated to a specific Receiving Institution, but you can opt-out of one or more specific Receiving Institutions from receiving Program Deposits, as set forth in Section IV.F (Ability to Opt-Out of Receiving Institutions), in which case, no Program Deposits will be allocated to that excluded Receiving Institution.

E. The Allocation Process takes into consideration various factors, including the need for certain Receiving Institutions to receive deposits in certain amounts, limits on the amount that certain participating sending institutions are authorized to place under the Program, and limits on the amount that certain Receiving Institutions have agreed to receive under the Program. The Allocation Process also may be affected by various objectives, limits or requirements of Your Institution, Sending Institution, Stable and/or the Receiving Institutions, including administrative convenience.

VI. WITHDRAWALS FROM THE PROGRAM

A. All withdrawals from the Program are processed through your Eligible Customer Account held at Your Institution subject to your Eligible Customer Account agreement with Your Institution, and not directly through the Program Accounts. The withdrawals of some or all Program Deposits from the Program can only be made through your Eligible Customer Account at Your Institution and cannot be made by you by contacting either Sending Institution, Stable, Stable, Settlement Bank, Custodian or any Receiving Institution.

B. If the Program includes the Automatic Sweep Feature, to the extent necessary to increase the balance in your Eligible Customer Account to the designated sweep withdrawal trigger amount as set forth on the Program Information Notice or as otherwise agreed on the Agency Appointment (“**Sweep Withdrawal Trigger Amount**”) on any Business Day, Your Institution, acting as your agent, will effect a withdrawal of such amount from the Program and deposit those funds back into your Eligible Customer Account (such that the balance in your Eligible Customer Account is replenished back to the Sweep Deposit Trigger Amount). Such transfers are subject to the availability of funds for such transfers. If you wish to make a specific withdrawal of funds from the Program outside of this Automatic Sweep Feature, you may authorize such withdrawal on any Business Day and Your Institution, acting as your agent, will withdraw those funds from the Program and deposit those funds into your Eligible Customer Account.

C. If the Program does not include the Automatic Sweep Feature, you may authorize a withdrawal of funds from the Program on any Business Day and Your Institution, acting as your agent, will withdraw those funds from the Program and deposit those funds into your Eligible Customer Account. If you participate in the DDM-Indirect-Source-Specific-Order Program, the Program does not include the Automatic Sweep Feature; you must deliver a Specific Order to authorize such withdrawal.

D. Your Institution may rely upon such other authorization provided by you for withdrawing funds from the Program and depositing those funds into your Eligible Customer Account at Your Institution.

E. If Your Institution engages a Sending Institution, funds withdrawn from the Program will first be deposited into, and then withdrawn from, the Sending Institution Account at Sending Institution before being deposited into your Eligible Customer Account at Your Institution.

F. Settlement of funds withdrawn from Receiving Institutions under the Program generally occurs only on Business Days. Following the withdrawal of funds by Your Institution on your behalf from the Program Accounts, the withdrawal of funds generally does not occur until the first Business Day *after* the Business Day on which those funds are withdrawn from the Program Accounts at the Receiving Institutions pursuant to Next-Business-Day Settlement. If Your Institution indicates on the Program Information Notice that it offers you Same-Business-Day Settlement, the withdrawal of Program Deposits from the Program and deposit of those funds into your Eligible Customer Account at Your Institution generally will occur on the same Business Day; *provided* that you notify Your Institution of the withdrawal request prior to the cut-off time identified on the Program Information Notice for Same-Business Day Settlement. It is your

sole responsibility to make arrangements with Your Institution to have such funds withdrawn from the Program and deposited into your Eligible Customer Account at Your Institution pursuant to Same-Business-Day Settlement procedures (if offered to you).

G. In the event that Your Institution does not receive enough funds to cover your entire withdrawal request, the funding of all or a portion of your withdrawal request could be further delayed.

H. If any Program Deposits are held in a Program Account that is an MMDA at a Receiving Institution, the return of those Program Deposits to your Eligible Customer Account at Your Institution could be delayed as Receiving Institutions can, under applicable law, impose a delay of up to seven (7) days on any withdrawal request from an MMDA. You can obtain information about which Program Accounts are MMDAs from Your Institution.

I. Your Institution may, in its sole discretion, make funds available to you when a pending Program withdrawal has been requested from a Receiving Institution. In such case, Your Institution will provide to you those funds and Your Institution will be entitled to retain an amount equal to the funds that Your Institution will receive from Receiving Institutions under the Program. With respect to any such amounts, you hereby grant Your Institution a security interest in, and a lien on, such funds due from the Receiving Institutions, as your agent pursuant to these Customer T&Cs.

J. If, in a separate agreement, you have granted Your Institution a security interest in the Program Accounts or in any security entitlements or other interests or assets relating to your Program Accounts as collateral for any loan that Your Institution may have extended to you, Your Institution may decline to honor a request for a Program withdrawal (or decline a transaction from your Eligible Customer Account that would give rise to a Program withdrawal) to the extent you pledged your Program Accounts as collateral to Your Institution, and that such a withdrawal would cause your balance in the Program Accounts under the Program to fall below the loan amount or other amount that you have agreed to maintain in your Program Accounts or to which the security interest applies. If, in a separate agreement, you have granted Your Institution a security interest in your Eligible Customer Account, Your Institution may decline to honor transactions in the Eligible Customer Account in accordance with that separate agreement and any statutory rights of setoff that Your Institution may exercise.

VII. PROGRAM RISKS

A. Your ability to access deposit insurance coverage on Program Deposits maintained at Receiving Institutions under the Program is subject to laws, regulations and guidance, including those concerning FDIC pass-through insurance. The extent of, and limitations on, deposit insurance coverage are discussed in Section VIII (FDIC Insurance Coverage on Program Deposits), which you should review carefully.

B. You are solely responsible for monitoring the AGGREGATE AMOUNT OF FUNDS THAT YOU HOLD (OR THAT ARE HELD FOR YOUR BENEFIT) ON DEPOSIT AT ANY RECEIVING INSTITUTION, WHETHER THROUGH THE PROGRAM OFFERED TO YOU BY YOUR INSTITUTION OR OUTSIDE OF THE PROGRAM OFFERED TO YOU BY YOUR INSTITUTION, to determine the extent of your eligibility for deposit insurance coverage at that Receiving Institution. None of Your Institution, Stable or its affiliates, Sending Institution, Settlement Bank, Custodian or any Receiving Institution monitors that aggregate amount. The aggregate amount of deposits at a Receiving Institution will include Program Deposits held at that Receiving Institution under the Program offered to you by Your Institution, as well as any deposits that you hold (or that are held on your behalf) at that Receiving Institution outside of the Program offered to you by Your Institution (whether directly or indirectly, including through other intermediaries, such as broker-dealers), or through multiple Programs offered to you by Your Institution. ANY AMOUNTS IN EXCESS OF THE THEN-CURRENT SMDIA (CURRENTLY, \$250,000) PER ELIGIBLE DEPOSITOR (E.G., BASED ON TIN), PER ACCOUNT OWNERSHIP CATEGORY AT THAT RECEIVING INSTITUTION, WILL NOT BE ELIGIBLE FOR DEPOSIT INSURANCE COVERAGE (subject to applicable laws which may permit eligibility). You should review the List of Receiving Institutions carefully and opt-out of any Receiving Institution at which you hold deposits outside of the Program offered to you by Your Institution or through multiple Programs or programs offered to you by Your Institution or other institutions. The List of Receiving Institutions may change from time to time, and you may contact Your Institution directly to obtain the most recent list. You are solely responsible for instructing Your Institution to opt-out of any Receiving Institutions from holding Program Deposits for any reason (e.g., if you hold any funds at those Receiving Institutions outside of the Program offered to you by Your Institution) or through multiple Programs or programs offered to you by Your Institution or other institutions.

C. Failure of Your Institution, Sending Institution, or Settlement Bank. The Program Information Notice sets forth information about whether, at any time when Your Institution, Sending Institution or Settlement Banks holds your funds, such funds are held in a manner eligible for insurance coverage from the FDIC, NCUA or SIPC in the event of failure of such institution. Your Institution hereby notifies you that **FDIC insurance only covers the failure of an FDIC-insured institution. Certain conditions must be satisfied for FDIC pass-through deposit insurance coverage to apply. See Section IV.E (Program Accounts at Receiving Institutions; List of Receiving Institutions) above for the list of the FDIC-insured institutions with which Your Institution has a business**

relationship for the placement of deposits under the Program, and into which Your Institution may place deposits, subject to these Customer T&Cs and any opt-outs by you.

D. Failure of a Receiving Institution.

1. In the event of a failure of a Receiving Institution, and the FDIC is appointed as receiver or conservator of such Receiving Institution, there may be a time period during which you may not be able to access Program Deposits held at that Receiving Institution.

2. In the event of a failure of a Receiving Institution at any point in time when Program Deposits are held at that Receiving Institution, an FDIC claim would be filed on your behalf for an amount of up to the then-current SMDIA (currently, \$250,000) per Eligible Depositor per Account Ownership Category. Although the FDIC typically makes these payments within several days, there is no specific time period during which the FDIC is required to make deposit insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before deposit insurance payments are made.

3. If a Receiving Institution fails at any point in time when Program Deposits are on deposit at such Receiving Institution, those Program Deposits (as well as any other deposits you hold or that are held for your benefit at that Receiving Institution) will only be eligible for deposit insurance coverage up to the then-current SMDIA (currently \$250,000) per Eligible Depositor, per Account Ownership Category.

E. Risk of Uninsured Funds. As further set forth in Section VIII.A.5 (Program Deposits Held at Your Institution, Sending Institution, or Settlement Bank), any funds placed into the Program will **not** be eligible for expanded deposit insurance coverage up to the Program Limit under the Program at any time *before* those funds are received by, and become deposits at, the Receiving Institutions. Similarly, funds will not be eligible for access to expanded deposit insurance coverage up to the Program Limit under the Program *after* those funds are withdrawn from the Receiving Institutions. If you cannot accept the risk associated with uninsured deposits in those or in any other circumstances, it will be your sole responsibility to make alternative arrangements with Your Institution to have such funds deposited into the Program under Same-Business-Day Settlement (if available), collateralized, protected by a properly executed repo sweep agreement, or otherwise adequately protected, in a manner consistent with applicable law. If you cannot accept the risk of having uninsured deposits, and you cannot implement an alternative arrangement to adequately protect those deposits, you should not deposit funds through the Program.

VIII. DEPOSIT INSURANCE COVERAGE

A. Deposit Insurance Coverage on Program Deposits

1. FDIC deposit insurance protects an eligible depositor against the loss of their insured deposits in the event an FDIC-insured bank or savings association that holds those deposits fails by being placed in receivership or conservatorship.

2. For purposes of determining your eligibility for deposit insurance coverage on funds placed at a Receiving Institution under the Program, Program Deposits maintained by Your Institution, as your agent, at that Receiving Institution under the Program will be *aggregated* with any other deposits that you hold or that are held for your benefit (whether directly or indirectly, including through other intermediaries, such as broker-dealers), at that Receiving Institution. If the *aggregate* amount of deposits at a Receiving Institution exceeds the then-current SMDIA (currently, \$250,000) per Eligible Depositor, per Account Ownership Category, the excess funds will **not** be eligible for expanded deposit insurance coverage (subject to applicable laws which may permit eligibility). For purposes of determining your eligibility for deposit insurance coverage on funds that you hold (or that are held for your benefit) at a Receiving Institution, all Program Deposits maintained by Your Institution, as your agent, at that Receiving Institution under the Program will be *aggregated* with any other deposits that you hold or that are held for your benefit (whether directly or indirectly, including through other intermediaries, such as broker-dealers, or through other Programs offered to you by Your Institution) at that Receiving Institution.

3. If you hold any Program Deposits in a fiduciary capacity for others (and not in your own capacity), the beneficial owners of those funds (and not you) may be entitled to pass-through FDIC deposit insurance coverage on those Program Deposits, up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per Receiving Institution. Section VIII.B (FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships) below provides more information about the special requirements for pass-through FDIC deposit insurance coverage for fiduciary relationships.

4. **Recordkeeping.** The records that Your Institution and/or Stable, as Your Institution's agent or sub-agent, maintains reflecting ownership of Program Deposits under the Program will be used to establish your eligibility for FDIC deposit insurance coverage. Accordingly, you are solely responsible for notifying Your Institution of any changes in ownership information so that there is accurate information to provide to the FDIC if a Receiving Institution, Sending Institution, or the Settlement Bank fails and a FDIC claim needs to be submitted for your insured deposits.

5. Program Deposits Held at Your Institution, Sending Institution or Settlement Bank

a. Under the Program, the transfer of funds to, and from, the Program Accounts at the Receiving Institutions generally occurs on a Same-Business-Day Settlement or Next-Business-Day Settlement basis as set forth in the Program Information Notice. Until funds are received and deposited into the Program Accounts at the Receiving Institutions, those funds will not be on deposit at the Receiving Institutions, but would be considered to be on deposit at either Your Institution, the Sending Institution or Settlement Bank (as applicable).

b. The Program Information Notice sets forth information about whether, at any time when funds are on deposit at Your Institution, Sending Institution or Settlement Bank, such funds are eligible for access to deposit insurance coverage from the FDIC or NCUA. If such funds are eligible for access, you would only be eligible for deposit insurance coverage on funds up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per such institution (and any funds in excess of that amount at such institution would not be eligible for deposit insurance coverage). Importantly, at any time when your funds are on deposit at Your Institution, Sending Institution or Settlement Bank, those funds will not be eligible to access expanded deposit insurance coverage up to the Program Limit (which can only be accessed once those funds are received and deposited into the Program Accounts at the Receiving Institutions).

c. The Program Information Notice sets forth information about whether, at any time when funds are on deposit at Your Institution or Sending Institution, such funds are eligible for access to insurance coverage from the SIPC. If such funds are eligible for access, you would only be eligible for SIPC insurance coverage on funds up to \$250,000, per customer or per account if the accounts are of separate capacity (and any funds in excess of that amount at such institution would not be eligible for SIPC insurance coverage). Importantly, at any time when your funds are on deposit at Your Institution or Sending Institution, those funds will not be eligible to access expanded deposit insurance coverage up to the Program Limit (which can only be accessed once those funds are received and deposited into the Program Accounts at the Receiving Institutions).

6. Program Deposits Held at Receiving Institutions

a. Once received and deposited into the Program Accounts at the Receiving Institutions, Program Deposits are maintained on your behalf at the Receiving Institutions in a manner designed to not exceed the then-current SMDIA (currently, \$250,000) per Customer Identifier, per Account Ownership Category, per Receiving Institution, other than any Excess Funds which are placed at Excess Institutions, subject to these Customer T&Cs. Program Deposits are allocated to one or more Receiving Institutions according to the Allocation Process set forth herein.

b. If you are (i) participating in two or more programs administered by Stable or its affiliates (e.g., the DDM, CDMXSM and/or RTID[®] programs) or (ii) participate in the Program through Your Institution as well as another institution (including any affiliate of Your Institution), it is possible that your Program Deposits may be allocated to the same Receiving Institution under those different programs. This is because Program Deposits under such programs are allocated to Receiving Institutions based on a Customer Identifier provided to Stable, and Your Institution may use a Customer Identifier that is different from the Customer Identifier used by such other institution, or Your Institution may use a different Customer Identifier for different programs. **For this reason, you should opt-out of the same Receiving Institution from holding Program Deposits under more than one deposit placement program in which you participate (whether administered by Stable or another administrator).**

c. If you have more than one Eligible Customer Account or other accounts at Your Institution (or any of its affiliates) for which you participate in the Program through Your Institution, and the aggregate balances deposited from those Eligible Customers Accounts or other accounts into a Receiving Institution under the Program *exceeds* the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, those excess funds may not be eligible for deposit insurance coverage. You should opt-out of the same Receiving Institution from receiving Program Deposits under the Program through more than one Eligible Customer Account or other account at Your Institution or any of its affiliates.

d. None of Your Institution, Sending Institution, Stable, the Settlement Bank or the Custodian are responsible for any insured or uninsured portion of any deposits at any Receiving Institution, or guarantee or make any representations or warranties (express or implied) regarding the financial condition of any Receiving Institution.

B. FDIC-Recognized Categories of Account Ownership: Multi-Tiered Fiduciary Relationships

1. In general, the FDIC recognizes certain account ownership categories under FDIC laws, regulations and guidance (an “**Account Ownership Category**”). Such Account Ownership Categories include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

2. In general, the FDIC provides access to FDIC deposit insurance coverage for depositors based on TIN (each such depositor, an “**Eligible Depositor**”).

3. The FDIC's laws, regulations and guidance impose special requirements for obtaining pass-through deposit insurance coverage, up to the then-current SMDIA (currently, \$250,000) per Eligible Depositor, per Account Ownership Category, for multiple levels of fiduciary relationships. In these situations, in order for deposit insurance coverage to pass through to the true beneficial owners of the funds, it is generally necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

4. The FDIC insures deposits according to the Account Ownership Category in which the funds are insured and how the accounts are titled. It is important that you understand how FDIC deposit insurance applies to each Account Ownership Category. The rules that govern these categories of account ownership are detailed and complex, and there are many nuances and exceptions. Further information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330. You should seek your own legal advice, if needed. For questions about FDIC deposit insurance, you may visit the FDIC's web site at www.fdic.gov or contact the FDIC by letter, email or telephone.

5. You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC deposit insurance may be found at the "Deposit Insurance" section of the "Quick Links for Consumers & Communities" on the FDIC's web site at <http://www.fdic.gov/quicklinks/consumers.html>. None of Your Institution, Stable, the Settlement Bank, Custodian or Receiving Institution is responsible for any losses resulting from the placement of any funds through the Program that are not eligible for deposit insurance coverage. In addition, none of Your Institution, Stable, Settlement Bank, Custodian or Receiving Institution can provide you with legal advice with respect to applicable laws, regulations, and guidance, including FDIC regulations concerning pass-through insurance.

IX. ADDITIONAL PROGRAM TERMS

A. Customer Interest

1. You may earn interest on Program Deposits held at the Receiving Institutions. Your interest is calculated using a simple interest accrual methodology, calculated daily, and paid on a monthly calendar basis. The interest you earn will be either (i) added to your principal and remain in the Program Accounts at the Receiving Institutions or (ii) paid to you on a monthly basis by credit to your Eligible Customer Account, as set forth on the Program Information Notice.

2. Contact Your Institution to obtain your interest rate on Program Deposits ("**Interest Rate**") and for any questions about your Interest Rate. If the DepositView Portal is offered to you, your Interest Rate and, if applicable, Annual Percentage Yield (APY) will be available to you on the DepositView Portal.

3. The interest earned by you on Program Deposits is net of fees payable to Stable, Your Institution (if any) and Sending Institution (if any).

4. The Interest Rate you earn on Program Deposits may be higher or lower than the interest rates available to depositors making non-Program deposits with Receiving Institutions directly, through other types of accounts at Your Institution, or with other depository institutions in comparable accounts. In the event of the failure of a Receiving Institution, no interest is earned on Program Deposits from the time such Receiving Institution is failed until FDIC insurance coverage payments are received.

5. You are solely responsible for comparing the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other deposit accounts. There is generally no minimum period that your funds must remain on deposit under the Program, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time from the Program.

B. Fees

1. The administrator of the Program, Stable, earns fees based on the amount of funds maintained at Receiving Institutions under the Program, including Program Deposits. Your Institution and Sending Institution also may earn fees for its services with respect to the Program – if fees are earned, this is identified on the Program Information Notice.

2. Fees shall not be paid to Your Institution or Sending Institution with respect to Program Deposits that are Qualified Retirement Funds if Your Institution or Sending Institution functions in a fiduciary capacity with respect to those Qualified Retirement Funds (whether within or outside of the Program) unless a prohibited transaction avoidance strategy is available (for ease, "**Fiduciary Capacity**"). "**Qualified Retirement Funds**" are funds that are subject to Title I and/or Title II of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), including funds of (i) employee benefit plans described by ERISA §3(3); (ii) individual retirement accounts described by Internal Revenue Code §408(a); (iii) health savings accounts described by Internal Revenue Code §223; or (iv) any other account or annuity described in Internal Revenue Code §§ 4975(e)(1)(B) through (F).

3. The fee that Stable earns is paid by each Receiving Institution and is an amount determined between Stable, Your Institution, Sending Institution and/or such Receiving Institution and is in consideration for services related to Program Deposits maintained at that Receiving Institution. The fee that Your Institution and Sending Institution may earn (if any) is paid by each Receiving Institution and is an amount determined between Stable, Your Institution, Sending Institution and/or such Receiving Institution. **The amount of the fee paid to Stable, Your Institution (if any) and Sending Institution (if any) will affect the Interest Rate paid on your Program Account. Subject to Section IX.B.2. above, Your Institution and Sending Institution may earn a higher fee if you participate in the Program than if you participate in other accounts or products offered by Your Institution or Sending Institution, such as if you purchase shares in a Money Fund (as defined below).**

a. Interest rates may vary based upon prevailing economic and business conditions. The Receiving Institutions do not have a duty to offer the highest interest rates available or rates that are comparable to money market mutual funds (“**Money Funds**”). The interest rates are not required to be, and may not be competitive with, prevailing market interest rates. By comparison, Money Funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses.

b. Nothing obligates you to participate in the Program. You may receive a higher rate of return through accounts or products offered outside the Program, including Money Funds. The Program is designed to provide you with convenient access to expanded deposit insurance coverage on funds placed at Receiving Institutions under the Program, and is not designed to, and does not, act as a retail bank account, nor a long-term, ongoing investment vehicle.

4. In general, the fee that Stable, Your Institution (if any) and Sending Institution (if any) receive is based on Program Deposits comprising principal and posted interest at the Receiving Institutions.

5. The fees payable to Stable, Your Institution (if any) and Sending Institution (if any) may vary among Receiving Institutions. In addition, Stable, Your Institution and Sending Institution may, in turn, pay fees to their agents, service providers or other third parties, including Settlement Bank and Custodian, in connection with the Program.

6. The fees paid to Stable, Your Institution (if any) and Sending Institution (if any) can result in the Interest Rate paid to you on Program Deposits being lower than the Interest Rate might otherwise be if such fees were not paid or if lower such fees were paid. If you placed funds into deposit accounts directly at a Receiving Institution, you may earn a higher interest rate than the rate paid to you by placing funds at the Receiving Institution through the Program.

C. Customers Statements

1. Your Institution will provide you with periodic statements of your Program Deposits at Receiving Institutions (“**Customer Statements**”). Your Customer Statement will include the total amount of your opening and closing balances under the Program, account activity (*i.e.*, deposits and withdrawals under the Program and posted interest earned on Program Deposits), the balances held at the Receiving Institutions as of the date specified in the Customer Statement, the interest amount you earned on Program Deposits for the period covered by the Customer Statement and, if applicable, Annual Percentage Yield Earned (“**APYE**”) with respect to Program Deposits.

2. You will not receive a separate customer account statement or other statement from the Receiving Institutions relating to Program Deposits held at the Receiving Institutions.

3. If, at any time, between receiving your Customer Statements, you wish to know the balances held at any Receiving Institution, please contact Your Institution. You also may be able to obtain such information through the Program Portal.

4. The account information available in your Customer Statements and, if applicable, the Program Portal, will be the only evidence that you receive of your ownership of Program Deposits at the Receiving Institution under the Program. You should retain those Customer Statements for your records.

5. You should carefully examine your Customer Statement as soon as you receive it. You must notify Your Institution immediately of any discrepancies noted in your Customer Statement and, unless some other time period is set forth in your Eligible Customer Account agreements, in no event later than thirty (30) days after the mailing date of the Customer Statement in which the problem or error first appeared, or the date when the Customer Statement is first made available to you (*e.g.*, through a Program Portal). If you fail to receive your Customer Statement within a reasonable time after it usually appears, contact Your Institution promptly. Failure to comply with this notification requirement may bar you from claiming on any error involving your deposits. Please refer to your Eligible Customer Account agreement for information concerning your rights and responsibilities for unauthorized transactions. Those provisions are incorporated into and made a part of these Customer T&Cs.

D. Program Portals

1. We may offer you access to Your Institution's Portal, where you can view information about the Program, including the most current Program Information Notice and, if offered to you, a link to access the DepositView Portal. Your access to and use of Your Institution's Portal is subject to separate terms between you and Your Institution.

2. We may offer you access to the DepositView Portal, where you can view account information about Program Deposits, including balances (principal and any accrued or posted interest) that you maintain at the Receiving Institutions, your Interest Rate and Annual Percentage Yield (APY) and the list of the Receiving Institutions that you have opted-out of from holding Program Deposits. You may confirm your aggregate balance in each Program Account at the Receiving Institutions at any time, by calling Your Institution or through the DepositView Portal. Interest earned on Program Deposits is paid to you as described in Section IX.A (Customer Interest) above. Your access to and use of the DepositView Portal is subject to the DepositView Portal Terms & Conditions ("**DepositView T&Cs**") that appear at the bottom of the DepositView® Portal prior to log-in. You also hereby agree to those DepositView T&Cs by agreement to these Customer T&Cs and/or participation in the Program. To access the DepositView Portal, you must create login credentials. You must not share those login credentials with any other person not authorized by you. You may permit other authorized users to access the DepositView Portal on your behalf (e.g., if you are a company, you may wish to appoint an authorized employee to access the DepositView Portal on your company's behalf). Such user will have full access to all information in the DepositView Portal relating to Program Deposits in the Program, and any functionality through the DepositView Portal. You are solely responsible and liable for your and all such users' acts and omissions.

E. Tax Reporting. The interest that you receive from Program Deposits under the Program is generally fully subject to state and federal tax. If required by the U.S. Internal Revenue Service ("**IRS**"), Your Institution will send you an IRS Form 1099-INT (or equivalent) each year, showing the amount of interest income you have earned on Program Deposits held in the Program Accounts at the Receiving Institutions. You will not receive a Form 1099-INT (or equivalent) if you are not a citizen or resident of the United States. If the IRS notifies Your Institution that backup withholding is required for interest income earned on Program Deposits, or if Your Institution determines that it is required by applicable law or regulation to collect such backup withholding, Your Institution will collect it and pay it to the IRS.

F. Your Personal Information

1. Your Institution may provide information that identifies you, including your name, your Customer Identifier, the names of Receiving Institutions that you opt-out of from holding Program Deposits, your Interest Rate, and other information relating to Program Deposits and participation in the Program ("**Your Personal Information**") to any affiliate agent, sub-agent, custodian, sub-custodian, or other third party that provides services in connection with the Program, including Sending Institution, Stable, Settlement Bank, Custodian, the Receiving Institutions and their respective affiliates, agents and service providers. Some of Your Personal Information may be considered "non-public personal information" under applicable law. You hereby grant Your Institution and such parties full right and authority to use and disclose Your Personal Information in connection with providing services in connection with the Program, including the administration, recordkeeping, and operation of the Program, or as may otherwise be permitted or required by law. This may include Your Personal Information being provided or otherwise disclosed to the FDIC in connection with a deposit insurance claim made on your behalf.

2. For further information regarding the collection, processing and use of Your Personal Information and any rights you may have to limit the use and disclosure of such information, you should contact Your Institution.

G. Institution's Use of Program Features

1. You understand that Your Institution or Sending Institution may be eligible to participate in a feature of the Program under which Your Institution or Sending Institution may place deposits (including Program Deposits) into the Program to be maintained at other Receiving Institutions, and Your Institution or Sending Institution also may receive deposits (in equal or other amounts) that have been placed into the Program by other sending institutions participating in the Program (and, in such case, Your Institution (acting as a receiving institution) pays fees to Stable for receiving those deposits) ("**reciprocal feature**"). Alternatively, Your Institution or Sending Institution may choose to participate in a feature of the Program where Your Institution or Sending Institution only sends funds into the Program (without receiving funds from other sending institutions under the Program) ("**send-only feature**").

2. Regardless of whether Your Institution or Sending Institution participates in the reciprocal feature or send-only feature of the Program, you will receive interest on Program Deposits at the Interest Rate (as described in Section IX.A (Interest) above). If Your Institution or Sending Institution participates in the reciprocal feature, the fees that Your Institution or Sending Institution pays to Stable for receiving those deposits may affect the determination of the Interest Rate paid to you. If Your Institution or Sending Institution participates in the send-only feature, this also may affect the determination of the Interest Rate paid to you. You acknowledge and agree that Your Institution or Sending Institution may participate in the reciprocal feature or send-only feature, and that Your Institution or Sending Institution may use a feature with greater benefits to Your Institution, Sending Institution, Stable or any of those parties.

H. Not an Investment Advisor or Fiduciary

1. Neither Your Institution nor Stable has provided an individualized investment recommendation or impartial investment advice to you with respect to your selection of the Program for your Eligible Customer Account, and neither Your Institution nor Stable are responsible for advising you or making recommendations about alternative investment or other options. You agree that your decision to select the Program for your Eligible Customer Account reflects your independent judgment or the recommendation of a person independent of Your Institution and Stable. The Program is not an investment product. The primary objective of the Program is to provide you with convenient access to expanded deposit insurance coverage on Program Deposits and is not intended for investment enhancements or higher rates of returns or profits.

2. Stable provides specific administrative services to Your Institution or Sending Institution for which it is engaged. Stable does not assume in these Customer T&Cs or with respect to the Program any duties or obligations to you, including fiduciary and disclosure obligations.

3. Your Institution does not have any duty or obligation to monitor Program Deposits at the Receiving Institutions or to make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should contact Your Institution to learn about other options for your deposits.

I. Sweep Account Disclosure of "Deposits". Funds swept or placed from Your Institution, as your agent or sub-agent, into Program Accounts at each Receiving Institution are "deposits" within the meaning of 12 U.S.C. § 1813(l) and are insured by the FDIC up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per Receiving Institution. If a Sending Institution is engaged and that Sending Institution is an FDIC-insured bank or savings association, funds swept or placed from Your Institution, as your agent or sub-agent, into the Sending Institution Account are "deposits" within the meaning of 12 U.S.C. § 1813(l) and are insured by the FDIC up to the then-current SMDIA (currently, \$250,000), per eligible depositor (e.g., based on TIN), per legal ownership category, per Sending Institution.

J. Article 8 of Uniform Commercial Code. For purposes of Article 8 of the Uniform Commercial Code, Your Institution, Stable, Sending Institution, Settlement Bank, Custodian and the Receiving Institutions will act as your securities intermediary for, and will treat as financial assets, the Program Accounts and all of your security entitlements and other related interests and assets with respect to the Program Accounts, and Your Institution, Stable, Sending Institution, Settlement Bank, Custodian and the Receiving Institutions will treat you as entitled to exercise the rights that constitute the Program Accounts. All interests that Your Institution, Stable, Sending Institution, Settlement Bank, Custodian and the Receiving Institutions hold for the Program Accounts will be held by Your Institution, Stable, Sending Institution, Settlement Bank, Custodian, and the Receiving Institutions only as your securities intermediary and will not be property of Your Institution, Stable, Sending Institution, Settlement Bank, Custodian and the Receiving Institutions. You will be the owner of all of Program Deposits (principal and accrued or posted interest thereon) in the Program Accounts.

K. Government Agency Deposit Restrictions. Under certain state, municipal, or local laws, governmental agencies in those states, municipalities or localities may be permitted to place deposits through a deposit placement network, but subject to certain restrictions or requirements. If you are a governmental agency, or otherwise subject to restrictions on the placement of deposits by you (whether in your own capacity or in a fiduciary capacity for others), you are solely responsible for determining whether deposits placed into the Program through these Customer T&Cs satisfies those restrictions or requirements. Neither Your Institution nor Stable nor their respective affiliates can provide you with legal or other advice in regard to those requirements – you should seek your own legal advice.

L. Inactive Accounts. Your Institution, Sending Institution, Settlement Bank, Custodian or a Receiving Institution may be required by law to turn over (escheat) Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state, you may file a claim with the state to recover the funds.

M. Transferability of Program Deposits. Program Deposits may not be transferred by you except in connection with a change in ownership of your Eligible Customer Account with Your Institution through which you participate in the Program. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received and accepted by Your Institution.

N. Termination of Program and Customer T&Cs

1. Either party may terminate these Customer T&Cs and its participation in the Program on written notice to the other party. In addition, if your Eligible Customer Account at Your Institution is closed for any reason, these Customer T&Cs and your participation in the Program will immediately terminate. The obligations of each party will survive termination with respect to any funds deposited in the Program at the time of termination (together with Section X (General Provisions) and other provisions specified to survive termination. Upon termination of your participation in the Program, Your Institution will cause a withdrawal request to be sent to the Receiving Institutions to request withdrawal of all Program Deposits at the Receiving Institutions. Those withdrawn funds will be deposited into your Eligible Customer Account at Your Institution, subject to the terms of these Customer T&Cs.

2. If, at any time, outside of the withdrawal process under the Automatic Sweep Feature, you wish to terminate the Program and withdraw Program Deposits from the Receiving Institutions, please contact Your Institution and Your Institution can facilitate your termination of the Program and withdrawal of Program Deposits.

O. Mutual Institution and Subscription Rights. Program Deposits may be placed in a Program Account at a Receiving Institution that is in the mutual form of organization. Such a Program Account will be identified on the books of that mutual institution as described in Section VIII.A (Deposit Insurance Coverage on Program Deposits) and not in your name. None of Your Institution, Stable, Sending Institution, Settlement Bank or Custodian will attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Program Account as of an applicable record date.

P. Conflicts of Interest. The Program Information Notice may set forth additional information and disclosures relating to actual or potential conflicts of interest. PLEASE CAREFULLY REVIEW THOSE DISCLOSURES. Subject to Section IX.B.2. above, (i) Your Institution and the Sending Institution, if any, may earn fees on the amount of funds in the Program, including your Program Deposits, and (ii) Your Institution and Sending Institution may earn a higher fee (if any) if you participate in the Program than if you sweep or place your funds into other accounts or products, such as Money Funds.

Q. Differences Between Program and Money Funds. If Your Institution is a Brokerage Institution, Your Institution may make available to you certain Money Funds. These Money Funds are registered with the SEC under both the Investment Company Act of 1940 and the Securities Act of 1933. The Program is not a registered fund, but is a program under which your funds are swept or placed into Program Accounts at Receiving Institutions that are regulated by bank regulatory agencies under various federal and/or state banking laws and regulations. The Program Accounts are obligations of the Receiving Institutions in which the deposits are held and qualify for FDIC deposit insurance protection per Eligible Depositor, per Account Ownership Category, per Receiving Institution, subject to applicable laws, regulations and guidance, including those relating to FDIC pass-through insurance requirements. An investment in a Money Fund is not insured by the FDIC. A Program Account under the Program is not covered by the SIPC. SIPC is a non-profit member corporation funded primarily by member securities brokerage firms registered with the SEC. SIPC provides protection against risks to assets of clients of member brokerage firms in the event of the failure of that member firm, including an amount up to \$250,000 of cash per customer or per account, if the accounts are of separate capacity. However, SIPC does not insure against the failure of the issuer of securities and does not guarantee bank deposits. Your Program Accounts earn interest at the Receiving Institutions, and a Money Fund investment earns dividends on fund shares held in your brokerage account. The interest earned on your Program Accounts may fluctuate and may be greater or less than the then current yield on a Money Fund investment. While a registered investment company, such as a Money Fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available (less fees and expenses), Your Institution and the Sending Institution, if any, is under no such statutory obligation to its brokerage customers. Of course, you may also be able to choose, as an automatic cash investment option, other sweep alternatives. Please call Your Institution for additional information.

R. Indemnification; Limitation of Liability. You agree to indemnify, defend and hold Your Institution, Stable, Sending Institution, Settlement Bank, Custodian and the Receiving Institutions (and their respective affiliates) harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOUR INSTITUTION OR STABLE (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO YOU OR ANY OTHER PERSON FOR (A) ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THE PROGRAM OR UNDER THESE CUSTOMER T&CS ARISING, DIRECTLY OR INDIRECTLY FROM, (I) YOUR NEGLIGENCE, (II) ANY FORCE MAJEURE EVENT, (III) THE FINANCIAL CONDITION OF THE SETTLEMENT BANK OR ANY RECEIVING INSTITUTION OR THE ACCURACY OF ANY PUBLICLY AVAILABLE INFORMATION ABOUT THE SETTLEMENT BANK OR A RECEIVING INSTITUTION, OR (IV) ANY DELAY IN INSURANCE PAYMENT BY THE FDIC. WITHOUT LIMITING THE FOREGOING, YOUR INSTITUTION (AND ITS AFFILIATES) WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE LOSSES OR DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION. ANY DIRECT DAMAGES THAT CANNOT BE EXCLUDED BY APPLICABLE LAW SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE LIMITED TO THOSE CAUSED ONLY BY YOUR INSTITUTION'S GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STABLE, SETTLEMENT BANK, CUSTODIAN OR ANY RECEIVING INSTITUTION (OR ANY OF THE FOREGOING PARTIES' RESPECTIVE AFFILIATES) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES (DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE OF ANY KIND OR NATURE, WHETHER SUCH LOSSES OR DAMAGES ARE ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION) FOR ANY REASON.

X. GENERAL PROVISIONS

A. Force Majeure Events and Ordinary Care. Any failure by Your Institution, Stable, Sending Institution, Settlement Bank, Custodian, or any Receiving Institution to act, or any delay by such party beyond time limits prescribed by law or permitted by these

Customer T&Cs, is excused if caused by your negligence or by any failure or interruption of electronic or mechanical equipment, power, communication systems or lines, telephone or other connections, suspension of payments or payment systems by a financial institution, government restrictions, earthquake, flood, severe or extraordinary weather conditions, natural disasters or other acts of God, fire, acts of war, terrorist attacks, pandemic, insurrection, riot, strikes, labor disputes or similar problems, accidents, actions of government, emergency conditions or other circumstances beyond the reasonable control of such party (any such event, a "**Force Majeure Event**"). You agree that any act or omission by Your Institution, Stable, Sending Institution, Settlement Bank, Custodian, or any Receiving Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

B. Days of Operation. The Program is designed to operate on all days that are Business Days, subject to the terms and conditions in these Customer T&Cs, including any Force Majeure Event.

C. Disputes. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM OR THESE CUSTOMER T&CS TAKE PRECEDENCE OVER THE TERMS AND CONDITIONS OF THE AGREEMENT(S) THAT GOVERN YOUR ELIGIBLE CUSTOMER ACCOUNT AT YOUR INSTITUTION, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

D. Legal Process. Your Institution, Stable, Sending Institution, Settlement Bank, Custodian and Receiving Institution 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. Your Institution may notify you of such process by telephone, electronically or in writing. You further agree that Your Institution, Stable, Sending Institution, Settlement Bank, Custodian and Receiving Institution 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 Program Deposit records are maintained.

E. Amendment. Your Institution may amend these Customer T&Cs at any time by providing you with notice of such amendment. Such amendment shall be effective immediately upon Your Institution providing such notice (unless the Program Information Notice sets forth a period of time before which such amendment shall be effective). Such notice may be provided to you by any written (including electronic) means, including by printed letter, email message, inclusion on your Customer Statement, by posting on the Program Portal or otherwise.

F. Assignment. You may not assign these Customer T&Cs, in whole or in part, to any other person, without Your Institution's prior written consent (and any purported assignment in violation of this provision is void). If there is a change in ownership of your Eligible Customer Account with Your Institution that is linked to your participation in the Program pursuant to Section IX.L (Transferability of Program Deposits) above, these Customer T&Cs will automatically be assigned to that new permitted owner and such new permitted owner shall be deemed to have accepted such assignment by his, her or its continued use of the Program, on and from the effective date of that change of ownership.

G. Waiver. Any provision of these Customer T&Cs may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

H. Severability. If any term, provision, covenant or restriction of these Customer T&Cs is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Customer T&Cs shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

I. Entire Agreement. These Customer T&Cs constitute the entire agreement between Your Institution and you, and supersede all prior and contemporaneous agreements, understandings, negotiations, representations and proposals, whether oral and written, with respect to the Program and the subject matter hereof. The Agency Appointment, Opt-Out Form and Program Information Notice (as those documents may be amended from time to time in accordance with these Customer T&Cs) and, if DepositView is offered to you, the DepositView T&Cs (as may be amended from time to time in accordance therewith) are incorporated into and made part of these Customer T&Cs as if set forth in full herein. To the extent of inconsistency between those documents, the order of precedence shall be the DepositView Terms & Conditions (with respect to the DepositView Portal), the Customer T&Cs, the Agency Appointment, the Opt-Out Form and the Program Information Notice. To the extent of any inconsistency between the terms of these Customer T&Cs and the terms of the account agreements relating to your Eligible Customer Account with Your Institution through which you participate in the Program, the terms and conditions of these Customer T&Cs shall prevail with respect to Program Deposits under the Program.

J. Binding Effect. These Customer T&Cs shall inure to the benefit of and be binding upon you and Your Institution and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Customer T&Cs, express or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Customer T&Cs; *provided* that Stable shall be a third-party beneficiary hereof.

K. Governing Law. These Customer T&Cs are to be construed in accordance with and governed by the internal laws of the State of Connecticut and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties.

L. Interpretative Provisions. The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. Any singular term in these Customer T&Cs shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in these Customer T&Cs, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. References to any document provided by Your Institution to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Customer T&Cs, the same shall not be construed against either party on the basis of that party being the drafter of such terms. These Customer T&Cs (and any Exhibit hereto) may be executed in counterparts (including by electronic signature), each of which shall be deemed the original, but such counterparts shall, together, constitute one instrument.

M. Survival. Any provision of these Customer T&Cs which contemplates performance or observance subsequent to any termination or expiration of the Customer T&Cs shall survive any termination or expiration of the Customer T&Cs and continue in full force and effect, including Section IX.B (Fees), Section IX.E (Tax Reporting), Section IX.F (Your Personal Information), Section IX.N (Termination of Program and Customer T&Cs), Section IX.R (Indemnification; Limitation of Liability), and Section X (General Provisions).



EXHIBIT A

Essex Bank

Demand Deposit Marketplace® (DDM®) Program

Customer Agreement and Agency Appointment Form

This Customer Agreement and Agency Appointment Form (this “**Agency Appointment**”) for the Demand Deposit Marketplace® (DDM®) Program (the “**Program**”) is signed and provided by you (named below) (“**Customer**” or “**you**”) to Essex Bank (“**Your Institution**”) to agree to the terms and conditions herein. Your Institution may rely on this Agency Appointment with respect to your participation in the Program.

Name of Customer

Tax Identification Number (TIN)

Street Address

City/State/Zip Code

Telephone

Fax

E-mail Address

Customer Account Number (“Eligible Customer Account”)

**Customer Insured Sweep Account Number
(New ISA Account)**

Automatic Sweep Feature

Yes

Sweep Deposit Trigger Amount

☒ The amount set forth on the Program Information Notice from time to time

Sweep Withdrawal Trigger Amount

☒ The amount set forth on the Program Information Notice from time to time

1. Customer T&Cs. Customer hereby acknowledge receipt of the Program Customer Terms and Conditions (“**Customer T&Cs**”), which are expressly incorporated herein, and agrees to the Customer T&Cs. Capitalized terms used in this Agency Appointment have the same meaning given in the Customer T&Cs.

2. Agency Appointment & Relationships. In accordance with the Customer T&Cs, Customer hereby enrolls in the Program and appoints Your Institution as its agent or sub-agent for all purposes with respect to the Program, including to (directly or indirectly through its agents and sub-agents, including Sending Institution and Stable and its respective agents and third-party service providers, including Settlement Bank and Custodian) open and maintain one or more Program Accounts at one or more Receiving Institutions. Such Program Accounts shall be held in the name of Your Institution’s agent, Stable (or another custodian as selected by Stable) as agent for the institutions participating in the Program (including Your Institution) as agent for its customers (including you). Program Accounts also may be held in the name of Your Institution as agent for its customers (including you). Program Deposits in the Program Accounts are owned beneficially by Customer and other Program customers. Customer hereby directs Your Institution, as its agent or sub-agent, to effect deposits to and withdrawals from such Program Accounts pursuant to the Customer T&Cs. Customer further authorizes Your Institution to appoint and authorize (if Your Institution engages a Sending Institution, Sending Institution as its agent) and Stable to administer the Program, including to facilitate deposits to and withdrawals from such Program Accounts. Customer further authorizes Stable to engage other agents and third-party service providers, including the Settlement Bank and Custodian, to assist it in administering

the Program. Customer agrees to be bound by all acts by Your Institution, Sending Institution and Stable whom Customer further hereby authorizes, in turn, to appoint such other agents and service providers as Institution or Stable may select from time to time with or without notice to you, including the Settlement Bank and Custodian, and for which you agree to be bound by their acts.

3. Automatic Sweep Feature Authorization. If the Automatic Sweep Feature is offered to Customer, in accordance with the Customer T&Cs, Customer hereby authorizes Your Institution to maintain the Sweep Deposit Trigger Amount (as set forth above) ("**Sweep Deposit Trigger Amount**") in the Eligible Customer Account at Your Institution as set forth above ("**Eligible Customer Account**") on a daily basis on any Business Day by either (i) sweeping all funds in the Eligible Customer Account in excess of the Sweep Deposit Trigger Amount into the Program or (ii) to the extent necessary to replenish the balance in the Eligible Customer Account back to the Sweep Deposit Trigger Amount (as set forth above) when withdrawal activity in the Eligible Customer Account has caused the balance to fall below that Sweep Deposit Trigger Amount ("**Sweep Withdrawal Trigger Amount**") by effecting the transfer of Customer's funds held in the Program Accounts at Receiving Institutions to the Eligible Customer Account at Your Institution. Customer acknowledges and agrees that all transfers are subject to the availability of funds for such transfers. If the Program Information Notice indicates that you are participating in the DDM-Indirect-Source-Specific-Order Program, the Automatic Sweep Feature is not available.

4. This Agency Appointment. This Agency Appointment is effective once Your Institution receives a completed and signed Agency Appointment from Customer and Your Institution has acknowledged acceptance of and had a reasonable time to act on this Agency Appointment. If Customer wishes to change any of the information provided by Customer above, Customer can complete, sign and submit a new Agency Appointment to Your Institution with such updated information (and such new Agency Appointment will be effective once Your Institution has acknowledged acceptance of and had a reasonable time to act on the updated Agency Appointment).

If Customer wishes to terminate its participation in the Program for the Eligible Customer Account designated above, Customer should notify Your Institution in writing thereof. This Agency Appointment and the Program shall continue in accordance with the Customer T&Cs until Your Institution has received that written notice of termination and had a reasonable opportunity to act on that written notice.

To the extent of inconsistency between this Agency Appointment and the Customer T&Cs, the Customer T&Cs prevail.

DO NOT SIGN BELOW UNLESS YOU HAVE READ AND UNDERSTAND THE CUSTOMER T&CS RELATING TO THE PROGRAM. BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE CUSTOMER T&CS:

Customer Name: _____

Signature: _____ **Date:** ____/____/____

Name and Title: _____



EXHIBIT B

Essex Bank

Demand Deposit Marketplace® (DDM®) Program Receiving Institution – Opt-Out Form

This Receiving Institution – Opt-Out Form (this “**Opt-Out Form**”) for the Demand Deposit Marketplace® (DDM®) Program (the “**Program**”) is signed and provided by you (named below) (“**Customer**” or “**you**”) to Essex Bank (“**Your Institution**”) to agree to the terms and conditions herein. Your Institution may rely on this Agency Appointment with respect to your participation in the Program.

By signing this Opt-Out Form, Customer hereby instruct Your Institution to exclude (*i.e.*, opt-out of) the following Receiving Institutions from holding Program Deposits under the Program. By signing below, Customer acknowledges receipt of, and agrees to, the Program Customer Terms and Conditions (“**Customer T&Cs**”), which are expressly incorporated herein. Capitalized terms used in this Opt-Out Form have the same meaning given in the Customer T&Cs. “**Your Institution**” means Essex Bank.

Receiving Institution Name	FDIC Certificate Number	City and State

☐ Check if separate sheet attached with additional names of excluded Receiving Institutions

This Opt-Out Form. This Opt-Out Form is effective once Your Institution receives a completed and signed Opt-Out Form from Customer and Your Institution has acknowledged acceptance of and had a reasonable time to act on this Opt-Out Form. You may submit additional Opt-Out Forms at any time in order to opt-out of additional Receiving Institutions. All Opt-Out Forms you submit will, together, form the list of Receiving Institutions that you have opted-out of from holding Program Deposits under the Program. If you wish to remove one of those Receiving Institutions from your list of opt-outs (so that Program Deposits can be placed at that Receiving Institution), please contact Your Institution.

Customer Name: _____

Signature: _____ **Date:** ____/____/____

Name and Title: _____



EXHIBIT C
ESSEX BANK

FEE Schedule

Monthly Insured Sweep Account Fee:	\$100.00
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The \$100.00 fee will be assessed in addition to the Commercial Checking Account charges and fees noted in section 5 of the Schedule of Business Account Charges Effective January 1, 2018, and will be part of the monthly cash management analysis outlined for Commercial Checking Accounts OR as a fixed monthly fee for Free Business Checking Accounts.