

# BNY Mellon, National Association Insured Deposit Sweep Account Disclosure Statement and Terms and Conditions (“Terms and Conditions”)

## I. Introduction

BNY Mellon, National Association (“BNY”) is a national banking association which performs safekeeping, processing of securities and assets, record keeping and accounting relating to such securities and other assets for clients who have deposited assets with BNY (“Clients”). The BNY Mellon, National Association Insured Deposit Sweep Account (“Product”) is offered by your investment advisor or other fiduciary (“Financial Intermediary”) through BNY as a sweep option and is intended for the investment of available cash balances into interest-bearing bank deposit accounts (“Deposit Accounts”) at BNY. BNY has appointed IntraFi Network, LLC (“IntraFi”) to provide certain services with respect to the operation of the Product.

By selecting the Product as your automatic cash investment option, you agree to these Terms and Conditions and to appoint BNY your authorized agent to establish and maintain Deposit Accounts and to effect deposits to and withdrawals from the Deposit Accounts pursuant to these Terms and Conditions. There is no minimum amount required as an initial deposit or for subsequent deposits. Subject to certain exceptions, the maximum amount of Federal Deposit Insurance Corporation (“FDIC”) deposit insurance coverage available for balances in the Product currently is \$250,000 for each category of legal ownership, as more fully explained below.

These Terms and Conditions for the Product are supplemental to those contained in the agreement (“Custody Agreement”) you executed to open and maintain your account custodied at BNY (“Account”) through your Financial Intermediary.

**YOU UNDERSTAND THAT TO ENROLL IN THE PRODUCT, YOU HAVE EITHER: (1) RECENTLY INSTRUCTED YOUR FINANCIAL INTERMEDIARY TO DIRECT YOUR CASH PENDING INVESTMENT TO THIS INSURED BANK DEPOSIT SWEEP OPTION, OR (2) GIVEN YOUR FINANCIAL INTERMEDIARY DISCRETION TO MAKE INVESTMENT DECISIONS FOR YOUR ACCOUNT. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS AS WELL AS THE DISCLOSURES WITH RESPECT TO INTEREST RATES IN CONNECTION WITH CHOOSING TO ENROLL IN THE PRODUCT. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, PLEASE CALL YOUR FINANCIAL INTERMEDIARY.**

## II. Summary of Terms and Conditions

This Section II of the Terms and Conditions is a summary of certain features of the Product. It is prepared for your convenience and is intended to be read in conjunction with the more detailed disclosure below.

**A Summary of the Product:** BNY operates the Product which, if you choose to participate, sweeps the excess cash balance in your Account to the Deposit Accounts at BNY, acting in the capacity of a bank participating in the Product and accepting Clients’ swept cash balances (“Program Bank”), and sweeps your cash from the Deposit Accounts to your Account to cover purchases of securities and other debits in your Account. You receive interest on your Product balances held in the Deposit Accounts, which constitute a direct obligation of BNY to you and not a direct or indirect obligation of your Financial Intermediary. Your Financial Intermediary does not guarantee in any way the financial condition of BNY or the accuracy of any publicly available financial information concerning BNY.

**FDIC Insurance:** Your funds are deposited into the Deposit Accounts in a manner designed to provide you with up to \$250,000 of FDIC insurance on your cash in the Product. FDIC insurance protects you in the event of the failure of the bank. However, any cash you hold at BNY outside the Product, which includes any cash balance in your Account, may impact the insurance coverage available on your Product balance, as neither your Financial Intermediary nor BNY monitors the cash balances you may have at BNY, both within and outside the Product.

**You are solely responsible for monitoring the total amount of deposits that you hold with the Program Bank, directly or through an intermediary, in order for you to determine the extent of deposit insurance coverage available to you on your deposits, including the Deposit Accounts. Your Financial Intermediary and BNY, in its capacity as your agent and custodian, are not responsible for monitoring the amount you have on deposit or for any insured or uninsured portion of the Deposit Accounts or any other deposits.**

You are solely responsible for monitoring your balances held at BNY. Your balance within the Product will be listed on your Account statements issued by BNY. You should carefully review the sections of this Disclosure Statement titled “Deposit Insurance: General.”

**Access to Funds:** You will access funds held in the Product only by contacting your Financial Intermediary. In the event of the failure of your Financial Intermediary, you may access your funds by calling 877-870-7230.

**Determination of Interest Rates:** Interest rates fluctuate. Product interest rates, as well as money market rates, will be available from your Financial Intermediary.

**Conflicts of Interest:** BNY earns fees based on the amount of money in the Product, including your money. BNY may earn a higher fee if you participate in the Product than if you invest in other money market products, such as

money market mutual funds. BNY, in its capacity as Program Bank, will also realize an economic benefit from your balances in the Deposit Accounts. BNY does not have a duty to offer the highest rate available; nor does it have a duty to offer rates that are comparable to money market mutual funds or those offered by other depository institutions. By comparison, money market mutual funds, which are not FDIC insured and involve principal risk, generally seek to achieve high current yields consistent with capital preservation and maintenance of liquidity. Please see "Information About Your Relationship with BNY" below for more information.

**Risks of the Product:** You may receive a lower rate of return on money deposited through the Product than on other types of investments, such as money market mutual funds. Please contact your Financial Intermediary for information regarding such alternatives. The Program Bank is permitted to impose a seven-day delay on any withdrawal request of the funds held in the Deposit Accounts. In the event of a failure of the Program Bank, there may be a period of time during which you may not be able to access your money.

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

Funds in the Deposit Accounts at the Program Bank will be eligible for FDIC insurance of up to \$250,000 (including principal and accrued interest) per depositor when aggregated with all other deposits held in the same insurable capacity (e.g., individual, joint, entity, etc.) at the Program Bank. For example, funds in the Deposit Accounts at the Program Bank held by an individual are insured up to \$250,000 and funds in the Deposit Accounts at the Program Bank held jointly by two individuals are insured up to \$250,000 per joint owner.

Any deposits (including certificates of deposit) that you maintain in the same capacity directly with the Program Bank, or through an intermediary (such as a broker-dealer), will be aggregated with deposits in your Deposit Accounts at the Program Bank for purposes of the FDIC insurance limit.

BNY will place the entire amount of the available cash in your Account into the Deposit Accounts irrespective of the capacity in which you hold your Account. All funds will be deposited in the Deposit Accounts, including any amounts over the FDIC deposit insurance limit. Balances in the Product in excess of the FDIC insurance limit will not be eligible for FDIC insurance and will therefore be uninsured. You may at any time direct your Financial Intermediary to withdraw funds and place them in another investment.

The Deposit Accounts constitute a direct obligation of BNY and are not directly or indirectly an obligation of your Financial Intermediary. You can obtain publicly available financial information on the Program Bank at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx) or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200.

You will not have a direct account relationship to your Deposit Accounts. Fees paid to support the Product will affect the interest rate paid on the Deposit Accounts.

The information in this Disclosure Statement applies, unless otherwise indicated, to each Account for which you are a client of record of BNY, whether as an individual, joint tenant, trustee, executor, custodian, sole proprietorship, corporation, partnership, limited liability company or in any other capacity, and is furnished to you by BNY in each of such capacities in respect of all such accounts.

### **Tax Information**

Interest earned on your balances in the Product is treated as ordinary income in the year it is received and reported on the Form 1099 associated with your Account which will be sent to you each year. You should consult with your tax adviser about how the interest earned in the Product affects you.

## **OPERATION OF THE PRODUCT**

### **Establishment of, and Deposits into, the Deposit Accounts**

The Product makes available to you an omnibus money market deposit account ("MMDA") – a type of savings deposit – and a linked omnibus transaction account which is a checking with interest product ("TA") at the Program Bank. The MMDAs and TAs are non-transferrable. When funds are first available for deposit, BNY will open an MMDA and a linked TA on your behalf at the Program Bank.

As it relates to your balance in the Deposit Accounts, BNY will deposit your available cash balances in the MMDA as set forth above. As necessary to satisfy withdrawals, funds will be transferred from the MMDA to the related TA and withdrawals will be made from the TA. The Program Bank in its discretion may determine a minimum, or "threshold," amount to be maintained in the TA to satisfy debits in your Account.

Federal banking regulations have limited the transfers from an MMDA to a total of six (6) during a monthly statement cycle. At any point during a month in which transfers from the MMDA at the Program Bank have reached the applicable limit, all funds will be transferred from the MMDA to the linked TA at the Program Bank until the end of the month. Deposits for the remainder of the month will be made into the TA. At the beginning of the next month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount to be maintained in the TA. The limits on MMDA transfers will not

limit the number of withdrawals you can make from funds on deposit at the Program Bank or the amount of FDIC insurance coverage for which you are eligible.

### **Withdrawal Procedures**

All withdrawals from the Product necessary to satisfy debits in your Account will be made by BNY. A debit is created to satisfy a securities purchase or a request for a withdrawal of funds from your Account.

If a withdrawal of funds from the Deposit Accounts is necessary to satisfy a debit, funds will be withdrawn from the TA. If the funds in the TA are insufficient to satisfy a debit, funds in the related MMDA will be transferred to the TA to satisfy the debit, plus funds to maintain any TA threshold amount. If there are insufficient funds in the Deposit Accounts at the Program Bank to satisfy the debit, BNY will withdraw funds from other available sources as described in your Account agreement.

### **Interest on Balances in the Deposit Accounts**

The Program Bank will pay the same rate of interest on each Deposit Account. The interest rate paid to you will be determined by the amount the Program Bank is willing to pay on the Deposit Accounts minus the fees paid to other parties. See "Fees" below for more information.

You may contact your Financial Intermediary to obtain the current interest rate of the Product and for money funds or other cash equivalent investments available to you. Interest rates may change daily and will be available on the business day the rates are set. Interest will accrue on Deposit Account balances from the day funds are deposited into the Deposit Accounts through the business day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited monthly. Interest rates may be changed any time without notice to you.

The interest rate paid with respect to Deposit Accounts may be higher or lower than the interest rates available to depositors making deposits directly with the Program Bank or other depository institutions in comparable accounts and for investments in money market mutual funds (and other cash equivalent investments available through BNY). You should compare the terms, interest rates, required minimum amounts, and other features of the Program with other accounts and alternative investments.

### **Information About Your Deposit Accounts**

You will not receive trade confirmations for each deposit and withdrawal. All transactions in your Deposit Accounts will be reported on your periodic Account statement. For each statement period, your Account statement will reflect your opening and closing total Deposit Account balances, all deposits to and withdrawals from your Deposit Accounts, the yield and interest earned on Deposit Account balances.

BNY is responsible for the accuracy of your Account statement, not the Program Bank or your Financial Intermediary. Your Financial Intermediary can assist you in understanding your Account statement and can answer any questions you may have about your statement. You may obtain information about your Deposit Accounts, including balances and the current interest rate, by calling your Financial Intermediary.

### **Notices**

All notices described in this Disclosure Statement may be made in writing, by an entry on your Account statement (or an entry on a trade confirmation) or by other means.

### **Relationship with BNY**

BNY is acting as your agent when establishing the Deposit Accounts at the Program Bank, depositing funds into the Deposit Accounts, and withdrawing funds from the Deposit Accounts and transferring funds among the Deposit Accounts. Deposit Account ownership will be evidenced by a book entry on the account records of the Program Bank and by records maintained by BNY, in its capacity as your custodian. No evidence of ownership, such as a passbook or certificate will be issued to you. Your Account statements will reflect the balances in your Deposit Accounts at the Program Bank. You should retain the Account statements for your records. You may at any time obtain information about your Deposit Accounts by contacting your Financial Intermediary.

All transactions with respect to your Deposit Accounts must be directed by BNY and all information concerning your Deposit Accounts can only be obtained from BNY, acting as your agent. The Program Bank will not accept instructions from you with respect to your Deposit Accounts or provide you with information concerning your Deposit Accounts.

BNY may, in its sole discretion, terminate your use of the Product as a sweep investment option. If BNY terminates your use of the Product as a sweep investment option, your Product balance will be fully liquidated, and the proceeds credited to your Account and held as a cash position.

Similarly, if you decide to terminate your participation in the Product, you may request a full liquidation of your Product balance from your Financial Intermediary, in which case your Product balance would be fully liquidated, and the proceeds credited to your Account and held as a cash position.

## Fees

The Program Bank will pay fees based on a percentage of the average daily deposit balance in the Deposit Accounts at the Program Bank. In its discretion, BNY may reduce its fee and may vary the amount of the reductions between Clients. The amount of the fees will affect the interest rate you receive from the Program Bank on the Deposit Accounts. In addition, IntraFi and other service providers will receive fees from the Program Bank. Other than applicable fees imposed by BNY on your Account, there will be no charges, fees, or commissions imposed on your Account with respect to the Product.

## INFORMATION ABOUT FDIC INSURANCE COVERAGE

### Deposit Insurance: General

The Deposit Accounts (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 for all deposits held in the same insurable capacity at the Program Bank. Generally, any accounts or deposits that you maintain directly with the Program Bank, or through any other intermediary, in the same insurable capacity in which the Deposit Accounts are maintained, would be aggregated with the Deposit Accounts for purposes of the FDIC insurance limits. In the event the Program Bank fails, the Deposit Accounts are insured, up to \$250,000, for principal and interest accrued to the date the Program Bank is closed.

Under certain circumstances, if you become the owner of deposits at the Program Bank because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the FDIC insurance limit with any other deposits that you own in the same insurable capacity at the Program Bank. Examples of accounts that may be subject to this FDIC policy include joint accounts, “payable on death” accounts and certain trust accounts. The FDIC provides a six-month “grace period” to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

In the event federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and BNY is under no obligation to credit your Account with funds in advance of payments received from the FDIC. Furthermore, you may be required to provide certain documentation to the FDIC and BNY before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Deposit Accounts or other deposits at the Program Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquiror until (i) the maturity date of any time deposits that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same capacity for purposes of federal deposit insurance. Any deposit opened at the Program Bank after the acquisition will be aggregated with deposits established with the acquiror for purposes of federal deposit insurance.

The application of the FDIC Insurance limit is illustrated by several common factual situations discussed in the reference examples below. Please review the section titled “Deposit Insurance: Retirement Plans and Accounts” for the application of FDIC insurance.

**Individual Customer Accounts.** Deposits of the Program Bank held by an individual in an account in the name of an agent or nominee of such individual (such as the Deposit Accounts held through BNY) or held by a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the agent, nominee or custodian, but are added to other deposits of such individual held in the same insurable capacity (including funds held in a sole proprietorship) and are insured up to \$250,000 in the aggregate. Deposits held through a qualified tuition savings program (529 Plan) will be insured as deposits of the participant and aggregated with other deposits of the participant if the arrangement and the name of the participant are identified on BNY account records.

**Joint Accounts.** An individual’s interest in deposits at the Program Bank held under any form of joint ownership valid under applicable state law may be insured up to \$250,000 in the aggregate, separately and in addition to the \$250,000 allowed on other deposits individually owned by any of the co-owners of such accounts (hereinafter referred to as a “Joint Account”). For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to \$500,000 (\$250,000 for each person), subject to aggregation with each owner’s interests in other Joint Accounts at the same Program Bank. Joint Accounts will be insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners.

**Revocable Trust Accounts.** Product balances held in Accounts with trust registrations are processed at the account level and not at the trustee level. BNY cannot guarantee that FDIC coverage will be applied at the trustee level, as it is dependent upon the information available on the registration and what the FDIC would require from BNY. Deposits of the Program Bank held in a “revocable trust” are generally insured up to \$250,000 per beneficiary if the beneficiary is a natural person, charity, or other non-profit organization. There are two types of revocable trusts recognized by the FDIC.

Informal revocable trusts include accounts in which the owner evidences an intent that at his or her death the funds shall belong to one or more specified beneficiaries. These trusts may be referred to as a “Totten trust” account, “payable upon death” account or “transfer on death” account. Each beneficiary must be included in BNY account records.

Formal revocable trusts are written trust arrangements in which the owner retains ownership and control of the assets and designation of beneficiaries during his or her lifetime. The trusts may be referred to as “living” or “family” trusts. The beneficiaries of a formal revocable trust do not need to be included in BNY account records.

Under FDIC rules, if a revocable trust has five or fewer beneficiaries, FDIC coverage will be up to \$250,000 per beneficiary, multiplied by the number of beneficiaries, regardless of the proportional interests of each beneficiary in the revocable trust. If the trust has more than \$1,250,000 in deposits of any one Program Bank and has six or more beneficiaries, the funds will be insured for the greater of \$1,250,000 or the aggregate amount of all beneficiaries’ proportional interests, limited to \$250,000 per beneficiary.

Deposits in all revocable trusts of the same owner — informal and formal — at the same Program Bank will be aggregated for insurance purposes. A revocable trust established by two owners where the owners are the sole beneficiaries will be treated as a Joint Account under applicable rules and will be aggregated with other Joint Accounts.

**Irrevocable Trust Accounts.** Product balances held in Accounts with trust registrations are processed at the account level and not at the trustee level. BNY cannot guarantee that FDIC coverage will be applied at the trustee level, as it is dependent upon the information available on the registration and what the FDIC would require from BNY. Deposits of the Program Bank held pursuant to one or more irrevocable trust agreements created by the same grantor (as determined under applicable state law) will be insured for up to \$250,000 for the interest of each beneficiary provided that the beneficiary’s interest in the account is non-contingent (i.e., capable of determination without evaluation of contingencies). According to the FDIC, Coverdell Education Savings Accounts will be treated as irrevocable trust accounts for deposit insurance purposes. The deposit insurance of each beneficiary’s interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee, or other beneficiaries. The interest of a beneficiary in irrevocable trust accounts at the Program Bank created by the same grantor will be aggregated and insured up to \$250,000.

**Medical Savings Accounts.** Deposits of the Program Bank held in a Medical Savings Account, sometimes referred to as an Archer Medical Savings Account, will be eligible for deposit insurance as either an individual account, a revocable trust account or an employee benefit plan. You may wish to consult with your attorney or the FDIC to determine the available deposit insurance coverage.

## **Deposit Insurance: Retirement Plans and Accounts**

**Retirement Plans and Accounts** — Generally, if you have deposits in the Program Bank that are held through one or more retirement plans and accounts, the amount of deposit insurance you will be eligible for, including whether the deposits held by the plan or account will be considered separately or aggregated with the deposits of the Program Bank held by other plans or accounts, will vary depending on the type of plan or account. It is therefore important to understand the type of plan or account holding the deposits. The following sections generally discuss the rules that apply to deposits of retirement plans and accounts.

**Individual Retirement Accounts (“IRAs”).** Deposits of the Program Bank held in an IRA will be insured up to \$250,000 in the aggregate. However, the deposits of the Program Bank acquired by an IRA will be aggregated with the deposits of the same Program Bank held by certain employee benefit plans in which the owner of the IRA has an interest. Thus, the owner of an IRA will only be eligible for insurance of \$250,000 for deposits at the Program Bank held in plans and accounts that are subject to aggregation. See the section below titled “Aggregation of Retirement Plan and Account Deposits.”

**Pass-Through Deposit Insurance for Employee Benefit Plan Deposits.** Subject to the limitations discussed below, under FDIC regulations an individual’s non-contingent interests in the deposits of the Program Bank held by many types of plans are eligible for insurance up to \$250,000 on a pass-through basis. This means that instead of an employee benefit plan’s deposit at any one Program Bank being entitled to only \$250,000 in total at the Program Bank, each participant in the employee benefit plan is entitled to insurance of his or her non-contingent interest in the employee benefit plan’s deposits of up to \$250,000 per Program Bank (subject to the aggregation of the participant’s interests in different plans, as discussed below). The pass-through insurance provided to an individual as an employee benefit plan participant is separate from the FDIC Insurance limit allowed on other deposits held by an individual in different insurable capacities with the Program Bank.

The types of plans for which deposits may receive pass-through treatment are employee benefit plans, as defined in Section 3(3) of the Employee Retirement Income Security Act (ERISA) (including Keogh plans, whether or not they are technically “employee benefit plans” under ERISA) and eligible deferred compensation plans described in Section 457 of the Internal Revenue Code of 1986. For purposes of Section 3(3) of ERISA, employee benefit plans are broadly defined to include most employee benefit plans, including most defined benefit plans and most defined contribution plans.

A deposit at the Program Bank held by an employee benefit plan that is eligible for pass-through insurance is not insured for an amount equal to the number of plan participants multiplied by \$250,000. For example, an employee benefit plan owns \$500,000 in deposits at the Program Bank and the participants are eligible for up to \$250,000 per plan beneficiary. The employee benefit plan has two participants, one with a non-contingent interest of \$425,000 and one with a non-contingent interest of \$75,000. In this case, the employee benefit plan's deposits would be insured up to only \$325,000; the individual with the \$425,000 interest would be insured up to the \$250,000 limit and the individual with the \$75,000 interest would be insured up to the full value of such interest.

The contingent interests of employees in an employee benefit plan and overfunded amounts attributed to any employee benefit plan are not insured on a pass-through basis. Contingent interests of employees in an employee benefit plan deposit are interests that are not capable of evaluation in accordance with FDIC rules and are aggregated and insured up to \$250,000 per Program Bank. Similarly, overfunded amounts are insured, in the aggregate for all participants, up to \$250,000 separately from the insurance provided for any other funds owned by or attributable to the employer or an employee benefit plan participant.

**Aggregation of Retirement Plan and Account Deposits.** Under FDIC regulations, an individual's interests in plans maintained by the same employer or employee organization (e.g., a union) which are holding deposits of the Program Bank will be insured for \$250,000 in the aggregate. In addition, under FDIC regulations an individual's interest in the deposits of one Program Bank held by (i) IRAs, (ii) Section 457 Plans, (iii) self-directed Keogh Plans and (iv) self-directed defined contribution plans that are acquired by these plans and accounts will be insured for \$250,000 in the aggregate whether or not maintained by the same employer or employee organization.

**Questions about FDIC Deposit Insurance Coverage.** If you have questions about basic FDIC insurance coverage, please contact your Investment Advisor. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Supervision and Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 [TDD]), by visiting the FDIC website at [www.fdic.gov/deposit/index.html](http://www.fdic.gov/deposit/index.html), or by e-mail using the FDIC's Online Customer Assistance Form available on its website.