Bank Deposit Sweep Program (BDSP®) Disclosure Document

Program Summary

- Account holders will use the Bank Deposit Sweep Program (the, "BDSP" or the "Program") as their Core Account Investment Vehicle.
- The Program takes cash balances from your Brokerage Account and automatically sweeps them into Deposit Accounts at one or more Program Banks as set forth on the Program Bank List available at: https://mybrokerageinfo.com/TBSbanklist/. You may, at any time, designate a Program Bank as ineligible (otherwise referred to as "opting out" of a Program Bank) to receive funds by contacting your investment representative.
- Program Deposits can be accessed only through your Brokerage Account and are eligible for insurance by the Federal Deposit Insurance Corporation ("FDIC"). For questions about FDIC insurance coverage, contact your investment representative. You may wish to seek advice from your own attorney or tax advisor concerning FDIC insurance coverage of deposits held in more than one capacity. It is your sole responsibility to monitor the value of deposits you have at any Program Bank, including deposits from all other sources, including other brokerage accounts, which may impact FDIC coverage.
- The Program should not be viewed as a long-term investment option. If you desire to maintain a significant cash position in your Brokerage Account for other than a short period of time, as part of an investment strategy or otherwise, and/or are seeking the highest yields currently available in the market for your cash balances, contact your investment representative to discuss investment options that may be available outside of the Program that may be better suited to your goals.

Interest Rates

- Information about Program Interest Rates may be obtained by contacting your investment representative.
- The Interest Rate on Program Deposits is determined by your Broker/Dealer, Equity Services, Inc ("ESI"), and will be the same across all Program Banks. The Interest Rate may be defined using tiers based on the value of your Program Deposits. The Interest Rates are subject to change at ESI's discretion. You should carefully review the section of the Disclosure Document titled "Interest."
- Each Program Bank has in place an Overall Bank Rate, which may vary across Banks. Program fees payable to ESI (and/or any of its affiliates); NFS; and R&T Deposit Solutions, the 3rd party program service provider (hereinafter "3rd party Program service provider") are determined by subtracting the Interest Rate from the Overall Bank Rate.
- Program Deposits multiplied by the Overall Bank Rate minus the Interest Rate equals Program Fees earned by ESI and/or its affiliates, NFS, and 3rd party Program service providers.

Important Information

- **The Program creates financial benefits for ESI and/or its affiliates, NFS, and certain 3rd party Program service providers.**
- **For detailed information regarding the fees that ESI receives from the Program Banks as a result of clients' use of the Program, as well as ESI's related conflicts of interest, you should carefully review this Disclosure Document, specifically the section entitled "Benefits to ESI and Others and Conflicts of Interest," Regulation Best Interest Disclosure Document (if you are a commission-based broker-dealer client of ESI), and applicable Form ADV Part 2A (if you are a fee-based investment advisory client of ESI), all of which are available at www.equity-services.com under "Disclosures." If you have any questions about the fees that ESI receives in connection with the Program, how those and other applicable fees reduce the interest rate you receive on your Program Deposits, or ESI's related conflicts of interest, please contact your ESI investment representative.**
- **You must review the Program Disclosure Document in its entirety. This summary does not include all important information regarding the Program.**

Read the complete Bank Deposit Sweep Program (BDSP®) Disclosure Document ("Disclosure Document") before you decide to participate in the Program. You should consult your investment representative for more information.

I. INTRODUCTION

Welcome to the Bank Deposit Sweep Program ("BDSP"®, or the "Program"), which includes the Money Market Mutual Fund Overflow process as described below. Throughout this guide, the terms "account owner," "you," "your," and "Customer(s)" refer to the owner indicated on the account application. For joint accounts, these terms refer to all owners, collectively and individually. For trust accounts, these terms refer both to the entity and to all account owners. For corporate accounts these terms refer to the corporate entity. Throughout this guide, the terms "we"' or "us" refer to ESI.

Your Equity Services, Inc. ("ESI") brokerage account, held on the National Financial Services LLC ("NFS") platform (your "Brokerage Account"), has a core account that is used for settling securities transactions and holding credit balances. ESI provides you with a bank deposit account (a "Core Account Investment Vehicle", that may be used to hold a cash balance that is awaiting reinvestment. The Bank Deposit Sweep Program is one such Core Account Investment Vehicle for available cash balances (from deposits to your account, securities transactions, dividend and interest payments and other activities) awaiting reinvestment in your Brokerage Account. ESI has made the BDSP the default Core Account Investment Vehicle for all Brokerage Accounts. Contact your investment representative for more information.

The BDSP deposits available cash from your Brokerage Account into FDIC insurance eligible deposit accounts ("Program Deposit Accounts" or "Deposit Accounts") at one or more FDIC-insured depository institutions set forth in the list of depository institutions participating in the Program (each, a "Program Bank" or a "Bank"). Deposits placed through the BDSP are placed at FDIC-insured depository institutions that are part of the deposit network of the 3rd party Program service provider. The list of Banks participating in the Program (the "Program Bank List") can be obtained from your investment representative or at https://www.mybrokerageinfo.com/TBSbanklist/. Once your cash balance has been swept to a Program Bank, it is referred to as your "Program Deposit." **Note that your ability to access Program Deposits may be limited, as more fully described herein.**

As more fully described in this Disclosure Document, your Brokerage Account with us is generally protected, up to applicable limits, as set by the Securities Investor Protection Corporation (the "SIPC"). However, at the time your funds are deposited with one or more Banks through the Program, your investment in the Program is eligible, subject to the limitations described in this Disclosure Document, to be insured, up to applicable limits, by the Federal Deposit Insurance Corporation (the "FDIC"). Program Deposits at each Bank are generally eligible for deposit insurance by the FDIC up to a total of $250,000 principal and accrued interest per depositor in most insurable capacities (e.g., individual, business, joint, etc.) when aggregated with all other deposits, including bank accounts, certificates of deposit ("CDs") and deposits held through all Brokerage Accounts, including other brokerage accounts held with us or with other brokers (collectively, "Other Deposits"), held in the same insurable capacity at a Bank. Please see the section titled "FDIC/SIPC Coverage" below for further detail.

You are solely responsible for monitoring the total amount of deposits that you have with each Bank, including all deposits with an Excess Deposit Bank (described below), in order to determine the extent of FDIC deposit insurance coverage available to you. You should carefully review the section of the Disclosure Document titled "FDIC/SIPC Coverage." Program Deposits are not eligible for coverage by the SIPC.

Important Note: Note that, with respect to your Brokerage Account, NFS, as your agent, will place up to **$246,500** of your cash balances for each individual account, business account, and trust account, **in one Program Bank** or up to **$493,000 in one Program Bank for each joint account regardless of the number of owners (each such limit referred to hereinafter as the "Maximum Deposit Amount" as further defined below).** For certain types of accounts, the Maximum Deposit Amount is substantially less than the maximum potential amount of FDIC insurance coverage. Notwithstanding the foregoing, you are solely responsible for monitoring the total amount of deposits across all sources at any given Program Bank, including the Other Deposits.

With respect to the Brokerage Account, if your cash balances and existing Program Deposits at a Bank exceed the Maximum Deposit Amount at a Bank, funds greater than the Maximum Deposit Amount for each Bank will be "swept" into Deposit Accounts at one or more other Program Banks on your Program Bank List (subject to removal and replacement as further described below). Each Brokerage Account you have is treated separately; they are not aggregated, and you are solely responsible for monitoring your total deposits from all sources at any given Program Bank, including the Other Deposits.

With respect to a particular Brokerage Account, notwithstanding the available number of eligible Program Banks, there is a "Program Upper Limit," further defined below, for deposits eligible for FDIC insurance. Deposits above this limit, or that otherwise could not be placed at other Program Banks, are placed at one or more Excess Deposit Banks without regard to FDIC-insurance limitations, and thus may not be covered by FDIC insurance. The section, "Maximum Deposit Amount" below provides further information on the Program Upper Limit for deposits eligible for FDIC insurance and Excess Deposit Banks. If your funds cannot be placed at a Bank within the Program, your funds may be invested in an alternative Core Account Investment Vehicle for your applicable account type, or funds may be invested through the Money Market Mutual Fund Overflow process. See the section titled "Money Market Mutual Fund Overflow" for more details.

Each Deposit Account constitutes a direct obligation of the Bank to you and is not directly or indirectly an obligation of ESI or NFS. Neither ESI or NFS guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning such Banks. You can obtain publicly available financial information concerning each Bank at https://www.ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at FDIC Public Information Center, 3501 North Fairfax Drive, Room E-1005, Arlington, Virginia 22226; by email at publicinfo@fdic.gov; or by phone at 877-275-3342 or 703-562-2200.

You will not have a direct account relationship with the Banks. NFS, as your agent and custodian, will establish the Deposit Accounts for you at each Bank and make deposits to and withdrawals from the Deposit Accounts. ESI and NFS will receive a fee from each Bank. The amount of the fee paid to ESI and NFS will affect the interest rate paid on the Deposit Accounts payable to you ("Interest Rate(s)") and may have a greater impact on the Interest Rate you receive than the amount of interest paid by each Bank. You should carefully review the section of the Disclosure Document titled "Information About Your Relationship with your Broker/Dealer and the Banks."

As discussed herein, Interest Rates on Program Deposits may be defined using tiers and will vary at ESI's discretion. The Banks do not have a duty to offer the highest rates available or rates that are comparable to money market mutual funds. By comparison, money market mutual funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses.

The information in this Disclosure Document applies, unless otherwise indicated, to each eligible Brokerage Account for which you are an owner, whether as an individual, business, joint tenant, trustee, executor, custodian or in any other capacity.

Core Account Investment Vehicle Options/Alternatives to the BDSP

ESI is not obligated to offer any core account investment options or bank deposit sweep program investments offering rates of return equal to or greater than comparable investments. Accordingly, the Program is the default and only core account investment vehicle offered in ESI brokerage accounts.

For non-retirement accounts, instead of electing to have available cash swept into the Program, you may elect to have it remain in the account as a free credit balance. If you make this election, your Brokerage Account will lack a sweep investment feature. This means your available cash will not be invested (and therefore will not earn interest) unless you give your investment representative direction to invest those funds in one or more money market mutual funds or other available investments. This alternative is not available in retirement accounts.

If you do not wish to participate in the BDSP or keep cash in a free credit balance (if possible), your choices are to choose a different financial product offered by ESI which is not held in a brokerage account, or to close your ESI brokerage account and transfer your assets to a different financial institution.

Rates of Return

Information about the Bank Deposit Sweep Program (including Interest Rates, tiers, and annual percentage yield) and current yields on money market mutual funds may be obtained from your investment representative. The BDSP Interest Rate will vary and may be higher or lower than other potential investment options. You should carefully review the section of the Disclosure Document titled "Interest."

You May Continue to Invest in Money Market Mutual Funds

We offer money market mutual funds outside of the Program. Such investments are subject to customary fees and, if applicable, commissions. Additional cash balances in your Brokerage Account will not be automatically swept into these money market mutual funds, unless the Program is unavailable to accept your funds for any reason (as explained in this Disclosure Document).

You could lose money by investing in a money market mutual fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in a money market mutual fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Contact your investment representative for further details and additional information, including a free prospectus, for any of the available Money Funds.

No Impact on Your Brokerage Account Fees

Participation in the BDSP will not affect your Brokerage Account fees as fees for the Program will be deducted from the interest amounts received from the Program Banks under normal interest rate environments.

Access to Funds in the Deposit Accounts

As required by federal banking regulations, each Program Bank has reserved the right to require seven (7) calendar days prior notice before permitting a withdrawal of any Program Deposits. So long as this right is not exercised, and there is not a bank failure that would require FDIC intervention, your ability to access funds, including the ability to withdraw funds from your Brokerage Account, should not be impacted. Your interest in a Deposit Account is not transferable.

Notwithstanding the foregoing, you will remain obligated for all obligations arising from your Brokerage Account, including, but not limited to, margin balances, settlement of transactions, checks, wires, and debit card purchases.

II. DETAILS

This Disclosure Document contains key information about the Program, which is offered by us in conjunction with NFS, a New York Stock Exchange ("NYSE") and Financial Industry Regulatory Authority ("FINRA") member, whom we both have engaged to provide custody and clearing services on your behalf. Additional terms, conditions, and disclosures applicable to your Brokerage Account held with NFS are included in other documents, including but not limited to your account application, account agreement, and applicable privacy notice ("Other Agreements") and any other amendments are hereby incorporated by reference into this Disclosure Document. In the event of a conflict between the terms of this Disclosure Document and the Other Agreements, this Disclosure Document will control with respect to the content contained herein. Review these Other Agreements for important information governing your account.

A. Program Eligibility

Eligibility for the Program is based on your Brokerage Account type and the ownership of your Brokerage Account. Eligibility is subject to the limitations described herein and as determined by us and NFS.

The Program is available to Eligible Persons, acting for themselves or through an agent or fiduciary, whether having a single account, joint account, trust account, or sole proprietorship account. Various individual retirement accounts are also eligible for the Program.

In addition, certain tax-exempt non-profit organizations may be eligible for the Program. Brokerage Accounts beneficially owned by entities organized to make a profit (such as corporations, limited liability companies, partnerships, limited liability partnerships, associations, business trusts, and other organizations, collectively "business accounts") are also eligible for the Program. Keogh Plans and 529 plans in brokerage accounts are generally not eligible for the BDSP.

If we or NFS determine that your Brokerage Account is not eligible for the Program or the Program eligibility requirements change, we may change your Core Account Investment Vehicle, as that term is defined in Brokerage Account documentation, or any amendments thereto, including but not limited to the Customer Agreement, from the Program to an alternative Core Account Investment Vehicle made available by us and NFS, which may not be FDIC-insured.

In the event the Fully Disclosed Clearing Agreement, the agreement that governs the clearing arrangement between us and NFS, is terminated and your account remains at NFS with NFS as the default Broker/Dealer, your account will no longer be eligible for the BDSP and you consent to NFS selecting an alternative Core Account Investment Vehicle at its discretion for your Brokerage Account. NFS will provide you with written notice of this change, if delivery of such notice is possible.

Please contact your investment representative for further questions on Program eligibility.

B. How the Program Works

Through the Program, cash balances in your Brokerage Account (resulting from sales of securities, deposits, dividend and interest payments and other activities) will be automatically deposited or "swept" into Deposit Accounts at one or more Program Banks on the Program Bank List. Once your cash balance has been swept to a Program Bank, it is referred to as your "Program Deposit." Program Deposits placed through the NFS Bank Deposit Sweep Program are placed at FDIC-insured depository institutions that are part of the deposit network of the 3rd party Program service provider. The Program Bank List can be found at: https://www.mybrokerageinfo.com/TBSbanklist/. Note that your ability to access the money held at the Bank(s) may be limited, as more fully described herein.

Funds will be swept into Deposit Accounts at a Program Bank up to the Maximum Deposit Amount (as defined below in the section titled "Maximum Deposit Amount"). The Program allocates deposits to each Program Bank based upon a minimum, maximum and target balance set by each Program Bank. A "pro rata" nondiscretionary methodology determines the sequence of allocation by the percentage that each actual Bank omnibus account balance is away from the bank target balance. In general, Program Banks with smaller percentages of their targets are allocated deposits before Program Banks with higher percentages of their targets are allocated deposits. There will be instances where certain "Priority Bank(s)" will receive preferential ordering in the allocation sequence ahead of other Program Banks. Funds in excess of the Maximum Deposit Amount will be swept into an alternate Program Bank.

Notwithstanding the available number of eligible Program Banks, there is a Program Upper Limit for Program Deposits eligible for FDIC insurance (as described below). Program Deposits above this limit, or that otherwise could not be placed at other Program Banks, are placed at Excess Deposit Bank(s). The section, “Maximum Deposit Amount” below further defines the Program Upper Limit and Excess Deposit Banks.

You may not change the Program Banks on the Program Bank List, the order in which funds are deposited at the Banks on the Program Bank List or the Maximum Deposit Amount at any Program Bank. You may, however, at any time, designate a Program Bank as ineligible (otherwise referred to as “opting out” of a Program Bank) to receive any funds by contacting your investment representative. See the “Designating a Program Bank as Ineligible” section below for further important detail. You may wish to do that if outside of the Program, you already have significant deposits at a Program Bank, which would in combination with the Maximum Deposit Amount exceed FDIC insurance limits. Cash balances for your Brokerage Account will not be swept to Program Banks in amounts greater than the Maximum Deposit Amount except for cash balances swept to Excess Deposit Bank(s). For your Brokerage Account, the allocation of cash balances to Program Banks occurs at the Brokerage Account level and does not consider whether you have Other Deposits. You are responsible for monitoring the total amount and insurable capacity of all deposits at a Bank, both as part of and outside of the Program, including Other Deposits.

Maximum Deposit Amount

NFS, as your agent, will, regardless of the maximum potential applicable FDIC insurance coverage available, and subject to the Program Upper Limit as described below, place up to (i) $246,500 of your cash balances for an individual Brokerage Account, in one Program Bank; and (ii) $493,000 in one Bank for a joint account (regardless of the number of owners); (each such limit referred to hereinafter as the “Maximum Deposit Amount”). For certain types of accounts, the Maximum Deposit Amount is substantially less than the maximum potential amount of FDIC insurance coverage.

If cash balances and existing Program Deposits attributable to your Brokerage Account at a Program Bank exceed the Maximum Deposit Amount at a Program Bank, funds greater than the Maximum Deposit Amount for each Program Bank will be swept into Deposit Accounts at one or more other Program Banks on your Program Bank List (subject to removal and replacement as further described below). This application of the Maximum Deposit Amount occurs at the Brokerage Account level, and does not take into consideration Other Deposits you may have at that Bank. If the Maximum Deposit Amount has been deposited for you through the Program in each Program Bank on the Program Bank List (taking into consideration any Bank that you have opted out of or excluded and the Program Upper Limit (as defined below)), all excess cash balances will be deposited into one or more designated Banks on the Program Bank List without regard to FDIC-insurance limitations (“Excess Deposit Bank(s)”). **IMPORTANT:** Notwithstanding the available number of eligible Program Banks, the “Program Upper Limit,” requires that deposits made, for a specific Brokerage Account, into the Bank Deposit Sweep Program are generally only eligible for up to a maximum of $2.5 million in FDIC insurance at any given time (for an individual account, business account, or trust account) or up to a maximum of $5 million in FDIC insurance at any given time (for a joint account), subject to the total amount on deposit in an account and applicable FDIC rules (generally, the standard FDIC insurance protects up to $250,000 per depositor, or $500,000 per joint account, per depository bank, for each account ownership category; see FDIC rules for details). Deposits over the limits mentioned here or that cannot otherwise be placed at a Program Bank due to capacity constraints are “Excess Deposits” and will be deposited into one or more “Excess Deposit Banks”, as designated on the Program Bank List, without regard to FDIC-insurance limitations, and thus these Excess Deposits are not covered by FDIC Insurance. The Bank Deposit Sweep Program is not covered by SIPC.

Program Limitations

The amount of your Brokerage Account cash balances that are swept into Deposit Accounts may need to be limited if one or more Program Banks stop accepting deposits, become ineligible for the Program as described in this Disclosure Document, or for other exceptional circumstances, and such limitations may affect the total amount of FDIC insurance that is available to you. Generally, you will receive 30-day advance notification of any Program Bank being removed from the Program Bank List, and if advance notice is not practical due to the circumstances, you will be notified as soon as is reasonably practical.

You will find the most up-to-date Bank List by contacting your investment representative or by visiting https://mybrokerageinfo.com/TBSbanklist/. Additionally, refer to your Brokerage Account statement for account balances at each Program Bank. It is your obligation to monitor the Bank List and total amount of deposits in each Bank, including any Program Deposits and any Other Deposits at such Bank in order to determine the extent of FDIC insurance coverage available to you. Consult the following sections for further important information, as such action may affect the amount of your Program Deposits that are covered by FDIC insurance.

<u>Money Market Mutual Fund Overflow</u>

Certain events will result in the sweeping of Cash Balances into a money market mutual fund instead of Program Banks. This feature is called the Money Market Mutual Fund Overflow ("MMKT Overflow"). The events for sweeping of funds into the MMKT Overflow may include: If the Program does not have sufficient deposit capacity to accept new or maintain existing deposits, any balance that cannot be placed or maintained at a Program Bank(s), including Excess Deposit Banks, will then be swept into the MMKT Overflow.

The sweep process between your Brokerage Account, the Program Deposit Account and the MMKT Overflow is referred to together as the “Program” (as defined above) and may also be included in the definition of your Core Account Investment Vehicle. The Fidelity Government Money Market: “S” Class fund is the money market mutual fund that will be utilized for the MMKT Overflow (the “MMKT Overflow Fund”).

Summary: Cash balances will sweep into the Program Banks as described above in the “How the Program Works” section. If, however, the Program Banks are unwilling or unable to accept funds, these funds will be swept to the MMKT Overflow Fund rather than the Program Bank(s).

Your Program Deposit is also automatically “swept out of” a Program Deposit Account as necessary to satisfy debits in your Brokerage Account. However, in the event you have Cash Balances in the MMKT Overflow Fund, the Cash Balances will first be debited from the MMKT Overflow Fund, then from Program Banks.

Debits in your Brokerage Account associated with certain actual or anticipated transactions to generate a debit in your Brokerage Account during the business day will be settled using proceeds from the redemption of any shares of the MMKT Overflow Fund first, then withdrawal of Program Deposits that are swept out on such business day. Other debits will be settled using proceeds from redemption of any shares of the MMKT Overflow Fund first, then the withdrawal of Program Deposits that are swept out on the next business day.

If additional capacity becomes available at the Program Banks, any cash balances in the MMKT Overflow Fund will remain and will <u>not</u> automatically be transferred or rebalanced into newly open and/or available Program Banks. Other than being used to satisfy debits or withdrawals in the account, funds will remain in the MMKT Overflow Fund.

Rate of return for Cash Balances held in the MMKT Overflow: In the event there is a Cash Balance held in the MMKT Overflow Fund, the rate of return for a money market mutual fund is typically shown for a seven-day period. It is typically expressed as an annual percentage rate. It is referred to as the "7-day yield" and may change at any time based on the performance of the investments held by the money market mutual fund. The effective yield on a money market mutual fund reflects the effect of compounding of interest over a one-year period.

In general, a money market mutual fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each money market mutual fund may also realize capital gains from its investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions from a money market mutual fund consist primarily of dividends. A money market mutual fund normally declares dividends daily and pays them monthly. Funds held in the MMKT Overflow Fund begin earning the dividend accruals on the day they are received by the MMKT Overflow Fund and stop accruing dividends on the day they are withdrawn. For additional information on returns of the MMKT Overflow Fund, see the fund's prospectus or contact your investment representative for a free prospectus.

Statements: Your Brokerage Account statement will (i) indicate your balance in your core account including your Program Deposit balance at each Program Bank and MMKT Overflow Fund (if applicable) as of the last business day of each monthly statement period, (ii) detail sweeps to and from your core account during the statement period, and (iii) reflect the rate of return for the MMKT Overflow Fund if applicable. This information is provided in lieu of separate confirmations.

Insurance: If funds are swept from a Program Deposit Account into the MMKT Overflow Fund, such funds will no longer be eligible for FDIC insurance but will be subject to SIPC protection, up to certain limits as further described in the section titled “FDIC/SIPC Coverage” below. More details about the MMKT Overflow Fund can be found in the MMKT Overflow Fund's prospectus, which will be made available to you when applicable.

Rebalance Event: From time to time, and as part of the management of the Program, if additional deposit capacity becomes available, NFS, in collaboration with ESI may periodically sweep funds out of the MMKT Overflow Fund and back to Banks on your Program Bank List to be held as a Program Deposit (a “Rebalance Event”). You will be notified in advance of any MMKT Overflow Fund Rebalance Event. Notice will be provided to you in writing. In addition, the notice will inform you of approximately when such Rebalance Event will be implemented. Continued use of your Account and/or the Program after notice of a Rebalance Event will constitute your consent to such an event and the changes described therein.

The MMKT Overflow Fund is a money market mutual fund offered by Fidelity Management and Research Company (“FMR Co.”), an affiliate of NFS. FMR Co. will receive management and other fees for assets held in the MMKT Overflow Fund, as more fully described in the fund's prospectus.

C. FDIC Insurance Coverage in General

The Deposit Accounts (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, to the Standard Maximum Deposit Insurance Amount ("SMDIA") set by the FDIC for all deposits held in the same insurable capacity at any one Bank as more fully explained below. Your funds become eligible for deposit insurance immediately upon placement into a Deposit Account at a Bank. Generally, any Other Deposits you may maintain directly with a particular Bank, or Brokerage Accounts through us 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 Standard Maximum Deposit Insurance Amount ("SMDIA").

For your Brokerage Account, the allocation of cash balances to Program Banks occurs at the Brokerage Account level and does not consider Other Deposits you have at the Program Banks. You are solely responsible for monitoring the total amount and insurable capacity of deposits both as part of and outside of the Program, including Other Deposits for the purpose of determining the FDIC insurance coverage for those deposits.

We and NFS are not responsible for any insured or uninsured portion of the Deposit Accounts or any Other Deposits. All funds that are not insured by the FDIC are at a risk of loss in the event of a bank failure. See "FDIC/SIPC Coverage" below for more detailed information on insurance coverage of Deposit Accounts and Brokerage Accounts.

III. PROGRAM BANKS

A. General Information About Program Banks

The Program Bank List specifies the Program Banks into which your funds will be deposited. The Program Bank List will be available from your investment representative or at the following URL: https://www.mybrokerageinfo.com/TBSbanklist/. The Program Bank List indicates all Banks on the Program Bank List, including those that function as Excess Deposit Bank(s). You cannot select the Excess Deposit Bank at which such Excess Deposits will be made. If an Excess Deposit Bank is also a Program Bank, that Program Bank would receive deposits up to the Maximum Deposit Amount (subject to the Program Upper Limit, as described above) as with other Program Banks on the Program Bank List. If you have Excess Deposits that are placed at an Excess Deposit Bank that has already received Program Deposits up to the Maximum Deposit Amount these Excess Deposits in that Bank would generally not be eligible for FDIC insurance coverage. **To the extent your deposits (including any Other Deposits) in your Excess Deposit Bank(s) exceed the FDIC Standard Maximum Deposit Insurance Amount ("SMDIA"), these excess funds are ineligible for FDIC insurance and are not covered by SIPC**.

You should review the Program Bank List carefully. You are solely responsible for monitoring the total amount of deposits that you have at each Bank for purposes of reviewing deposits which are eligible for insurance by the FDIC. We and NFS do not have any duty to monitor the Core Account Investment Vehicle for your account or make recommendations about, or changes to, the Program that might be beneficial to you.

Including any Other Deposits held at a Program Bank, Program Deposits held at such Bank are eligible for FDIC insurance coverage, except for amounts greater than the Standard Maximum Deposit Insurance Amount ("SMDIA"), which will not be insured by the FDIC. The amount of FDIC insurance in all Program Banks may be limited pursuant to the limitations explained in this Disclosure Document. In any event, all deposits in the Program are subject to all applicable FDIC qualification requirements and to the Program limitations described in this Disclosure Document.

B. Program Bank List

You may contact your investment representative or go to the Program Bank List URL: https://www.mybrokerageinfo.com/TBSbanklist/ for a current Program Bank List.

C. Designating a Program Bank as Ineligible

You may not change the Program Banks on the Program Bank List, the allocation methodology in which funds are deposited at the Program Banks on the Program Bank List or the Maximum Deposit Amount at any Program Bank. You may, however, at any time, designate a Program Bank as ineligible (otherwise referred to as "opting out" of a Program Bank) to receive funds by contacting your investment representative. If you opt out of a Program Bank that is also an Excess Deposit Bank, you are also opting out of that Program Bank acting as an Excess Deposit Bank. Notwithstanding the foregoing, you cannot opt out of all Banks that serve as Excess Deposit Banks. All accounts must have at least one (1) Program Bank and at least one (1) Excess Deposit Bank, which may or may not be the same Bank as the minimum-required one (1) Program Bank.

When you designate a Program Bank that is not an Excess Deposit Bank as ineligible, such action will result in your current Program Deposits at such Program Bank being withdrawn and such funds (along with any new Program Deposits) being deposited into Deposit Accounts at another available Program Bank on the Program Bank List on the next business day that a sweep is affected after such "opt out" instructions have been processed. No new funds will be deposited into this Program Bank that you have opted out of (i.e. designated as ineligible). If the Program Bank you designated as ineligible is also an Excess Deposit Bank, the same process will be followed; Excess Deposits, however, will be moved to a different Excess Deposit Bank only if there is available capacity at that other Excess Deposit Bank. If you designate one or more Program Banks as ineligible to receive funds, the total amount of FDIC insurance for which your cash balances will be eligible in the Program may be reduced. As noted above, participation in the Program requires at least one (1) Program Bank remaining eligible to always receive your deposit, and you cannot "opt out" of all Excess Deposit Banks.

D. Deposit Accounts

Your Program Deposits will generally be deposited into two linked bank accounts at one or more Program Banks: (1) an interest-bearing savings deposit account (commonly referred to as a Money Market Deposit Account or "MMDA" account) and (2) an interest-bearing Transaction account (which may be a Negotiable Order of Withdrawal or "NOW" account or a demand deposit account ("DDA"), collectively referred to as the "Transaction" account). You will receive the same Interest Rate on the funds in the MMDA account and in the Transaction account at each Program Bank.

Your Program Deposits will be deposited at the Program Bank into a Transaction account and/or an MMDA account maintained by NFS for your benefit and the benefit of other customers of ESI and/or NFS that participate in the Program. A portion of your Program Deposit may be allocated to the Transaction account, and a portion of your Program Deposit may be allocated to the MMDA account as described herein. From time to time, part of such deposits may be transferred to the Transaction account to establish and/or maintain a threshold amount which may differ among customers. Generally, all withdrawals will be made from the Transaction accounts at the Bank. As necessary to satisfy debits in your Brokerage Account (securities purchases, checking, debit card, etc.), funds will automatically be transferred from the MMDA account to the related Transaction account, if applicable, at the applicable Bank.

Your Brokerage Account statement will reflect the combined balances of the MMDA account and the Transaction account, as applicable, at each Program Bank. If there are insufficient funds in the Deposit Accounts to satisfy a debit, NFS will withdraw funds from other available sources as described in this Disclosure Document or in your account opening paperwork.

Federal banking regulations limit the number of days in which you can have net withdrawals from an MMDA account to a total of six (6) during a monthly statement cycle. At any point during a month in which transfers from an MMDA account at a Bank have reached the applicable limit, all funds will be transferred from that MMDA account to the linked Transaction account at the Bank. For the remainder of the month, all deposits for that Bank will be made to the Transaction account. At the beginning of the next month, an amount of funds on deposit in the Transaction account less any applicable threshold amount will be automatically transferred back to the MMDA account. Due to the linking of the Transaction and MMDA accounts as described above, the federal banking limits on MMDA account transfers will not effectively limit the number of withdrawals you can make from funds on deposit at a Program Bank.

The cash balances awaiting reinvestment in your Brokerage Account will be automatically swept from your Brokerage Account into your Deposit Accounts on the business day following the day your Brokerage Account reflects a cash balance for activity captured in the Evening Bank Sweep, or on the same business day for activity captured by the Morning Bank Sweep, as further defined below. For purposes of this Program, business day generally means a day on which Banks participating in this Program are open for business. Available cash balances will not begin to earn interest or be eligible for FDIC insurance until swept into the Deposit Account(s) at the Program Bank(s). In the event of technology or service outages, or other events out of NFS' reasonable control, sweeps into the Deposit Account(s) may be delayed, during which time cash balances will not earn interest or be eligible for FDIC insurance. However, during this time cash balances will be eligible for SIPC insurance. As stated above, to the extent your deposits outside of the Program, in combination with Program Deposits, exceed the Maximum Applicable FDIC Deposit Insurance Amount at any Program Bank the amounts above such limits will NOT be eligible for FDIC insurance protection. Deposits at Program Banks are not eligible for SIPC coverage.

Although your funds generally will be deposited in Deposit Accounts at the Banks on the Program Bank List, in rare circumstances, a Bank on the Program Bank List may be unable to accept your funds on a particular day or a Bank may be removed from the Program Bank List and not replaced See the Section titled "Changes" for options available to you resulting from a change in the Program Bank List. You should also consult your investment representative or regularly check the Program Bank List at https://www.mybrokerageinfo.com/TBSbanklist/.

NFS relies on the 3rd party Program provider's allocation methodology that on a daily basis evaluates the insurance and capacity requirements (capacity requirements may take into account opt outs and business rules) of the underlying customer base when determining account placement in Program Banks.

E. Withdrawals and Credits - Access to Your Program Deposits

When funds are needed to cover transactions in your Brokerage Account, generated by account activity occurring prior to NFS' nightly processing cycle these debits will be settled using the following sources, in this order:

- any Intra-day or After-hours Free Credit Balances;
- if applicable, proceeds from the sale of shares of the MMKT Overflow;
- proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday);
- if you have a margin account, any margin surplus available, which will increase your margin balance.

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds from the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday).

If a withdrawal of funds from your Deposit Accounts is necessary to satisfy a debit, funds will be withdrawn from your accounts at the Program Banks.

Review your Brokerage Account Agreement for important information regarding your unsatisfied obligations owed to us and/ or NFS.

You may access your Program Deposits only through your Brokerage Account. You cannot access or withdraw Program Deposits by contacting a Program Bank directly.

As required by federal banking regulations, each Program Bank has reserved the right to require seven (7) calendar days prior notice before permitting a withdrawal of any Program Deposits. So long as this right is not exercised, and there is not a bank failure that would require FDIC intervention, your ability to access funds, including the ability to write checks against your Brokerage Account, should not be impacted. Your interest in a Deposit Account is not transferable.

Notwithstanding the foregoing, you will remain obligated for all obligations arising from your Brokerage Account, including, but not limited to, margin balances, settlement of transactions, checks, wires, and debit card purchases.

Credits to your Brokerage Account including any Intra-day Free Credit Balance as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS nightly processing cycle are automatically swept into your core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in your Account as Program Deposits in anticipation of the deposit process described below occurring on the next business day.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in the BDSP at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as your Cash Balance. During the business day of the Morning Bank Sweep, your Cash Balance will be deposited at one or more Program Bank.

IV. INTEREST

A. Interest Rates for Program Deposits

The current Interest Rate for your Program Deposits may be obtained from ESI or your investment representative. Interest on your Program Deposits is accrued daily, compounded monthly and is reflected on your Brokerage Account statement as of the last business day of the statement period. Interest on your Program Deposit begins to accrue on the business day those funds are received by the Program Bank, which will typically be the business day following the day your Brokerage Account reflects a cash balance. Generally, interest will accrue to Program balances through the business day preceding the date of withdrawal from your Deposit Accounts at the Bank (which will typically be the day on which a withdrawal of funds is made from your Brokerage Account). Non-business days occurring between Brokerage Account withdrawal and Deposit Account withdrawal will be included in the interest accrual.

Your Program Deposits will earn the same rate of interest regardless of the Program Bank with which your funds are deposited. The rate of interest paid is tiered based on the value of your Program Deposits ("Eligible Assets"). Eligible Assets are currently evaluated daily. Interest Rates, evaluation period and Eligible Assets may change at any time and are based on a number of factors including general economic, market and business conditions. Generally, you will receive 30-day advance notice of any changes to the tiers used for defining Interest Rates, and if advance notice is not practical due to the circumstances, you will be notified as soon as is reasonably practical. Customers with Eligible Assets of a greater value generally will receive higher Interest Rates on their Program Deposits than customers with Eligible Assets of a lower value. Interest on your Program Deposit will be paid by the Program Bank(s).

Over any given period, the Interest Rates on the Program Deposits may be lower than the rate of return on other Core Account Investment Vehicles which are non-FDIC insured or on bank account deposits offered outside of the Program. By comparison, money market mutual funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. In addition, fees are paid to us and NFS and may affect the Interest Rate paid on the Deposit Accounts. You should carefully review the section of the Disclosure Document titled "Information About Your Relationship with ESI and the Banks." See the Money Market Mutual Fund Overflow section above for details on yields for MMKT Overflow balances.

The Program should not be viewed as a long-term investment option. If you desire, as part of an investment strategy or otherwise, to maintain a cash position in your account for other than a short period of time and/or are seeking the highest yields currently available in the market for your cash balances, contact your investment representative to discuss investment options that are available outside of the Program and that may be better suited to your goals. You should compare the terms, Interest Rates, required minimum amounts, and other features of the Program with other accounts and alternative investments.

B. Interest Credited to Your Deposit Account

While interest will generally be credited to your Deposit Accounts at month-end, intra-month interest credits to your Deposit Accounts would occur where you close your account intra-period. Intra-month interest credits will appear on your Brokerage Account statement to reflect interest accrued at that Program Bank through such an intra-month event as applicable. See the Money Market Mutual Fund Overflow section above for details on yields for MMKT Overflow balances.

V. CHANGES

A. Changes to the Program

One or more of the Banks included on the Program Bank List may be removed, and in some cases replaced with a substitute Bank. At times, new Banks may be added. You will find the most up-to-date Bank List in the following URL: https://mybrokerageinfo.com/TBSbanklist/.

Additionally, refer to your Brokerage Account statement for Program Deposits at each Program Bank. It is your obligation to monitor your Brokerage Accounts, your FDIC coverage, your FDIC insurance eligibility and the Program Bank List. You will also have an opportunity to "opt out of" deposits being placed at such Bank. As previously stated, "opting out" of a Bank will affect the amount of your deposits eligible for FDIC insurance. Contact your investment representative to "opt out" of any Bank. It is your sole obligation to monitor your FDIC coverage and FDIC insurance eligibility.

Generally, you will receive notification of any change to the Program Bank List, tiers used to set Interest Rates (if applicable), or material changes to the Program, etc. We may also notify you that a change will be forthcoming and direct you to your investment representative for specific information on such change or for the current Program Bank List.

Generally, while we will endeavor to provide 30-day advance notice of such changes, certain circumstances may make that impossible, in which case we will notify you as soon as is reasonably practical. If you do not agree with any of the changes, you should contact your investment representative to discuss an alternative Core Account Investment Vehicle or transferring your Brokerage Account to another broker-dealer. If you do not take any action in response to a change, you are deemed to consent to the change to the Program.

B. Limitations on Deposits

The amount of your cash balances awaiting reinvestment that are swept into a Deposit Account may need to be limited if a Program Bank cannot accept deposits due to exceptional circumstances or if a Program Bank becomes ineligible for the Program. See the section titled "Maximum Deposit Amount" for detail.

C. Changes to Your Core Account Investment Vehicle

From time to time, circumstances, such as described in this Disclosure Document or otherwise, may require that we or NFS modify the Program, which may result in changing the Core Account Investment Vehicle for your Brokerage Account. If we make any change, there is no guarantee that such change will provide an equal or greater rate of return to you during any given period, and the rate of return may be lower. Generally, while we will endeavor to provide 30-day advance notice of such changes certain circumstances may make that impossible, in which case we will notify you as soon as is reasonably practical. If circumstances require, we will change your Core Account Investment Vehicle and, depending on the new vehicle, either transfer the balances from your prior Core Account Investment Vehicle into a new Core Account Investment Vehicle or leave your balances in your prior account investment vehicle, withdraw all debits from this vehicle, and invest all credits in the new Core Account Investment Vehicle. If you object to the Core

Account Investment Vehicle that we select, or, if at any time the Program does not meet your needs, including, but not limited to, due to any change in the Program, your investment representative can assist you in finding an alternative Core Account Investment Vehicle or in transferring your Brokerage Account to another provider or another program.

If we need to change your Core Account Investment Vehicle under the circumstances set forth in this Disclosure Document, or for other circumstances as may be necessary, the Core Account Investment Vehicle that we choose for you may receive a lower effective rate of return than is available on funds swept into a Deposit Account. We cannot guarantee any rate of return, including a return that is equal to or greater than your current return. We will notify you, as soon as is reasonably practical, if your cash balance is deposited into a Core Account Investment Vehicle other than the Program and additionally, if you will receive a lower effective rate of return.

The Money Market Mutual Fund Overflow process as described above is part of the Bank Deposit Sweep Program.

D. Notices

All notices described in this Disclosure Document may be made by means of a letter, an entry on or insert with your Brokerage Account statement, or an entry on a trade confirmation or by electronic or other form of notification if available to you by us which may include but is not limited to, electronic alerts or e-mail.

VI. ACCOUNT INFORMATION

A. Statements and Confirmations

Your Brokerage Account statement will: (i) indicate your beginning and ending Program Deposit balance at each Program Bank (and Excess Deposit Bank(s) as applicable) as of the last business day of each monthly statement period (however, if your Brokerage Account was established on the last business day of a month, your statement will not include a Bank Deposit Sweep Detail section);
(ii) detail sweeps to and from the Program Deposit Accounts during the statement period; and (iii) reflect interest credited to your Brokerage Account. This information is provided in lieu of separate confirmations for each sweep to and from a Program Deposit Account during the statement period. Transfers between your MMDA accounts and Transaction accounts will not be reflected in your Brokerage Account statements.

Because you are solely responsible for monitoring the total amount of your deposits at a Program Bank (including any Program Deposit held at such Program Bank and all Other Deposits), in order to determine the extent of FDIC insurance coverage available, you should carefully review your statements to determine if a change in Program Banks has an impact on your deposit insurance coverage. See the Money Market Mutual Fund Overflow section above for information on how MMKT Overflow balance will display on your statement.

B. Tax Information

For most clients with non-retirement account types, interest earned on deposits in the Deposit Accounts will be taxed as ordinary income in the year it is received. For applicable account types, a Form 1099 will be sent to you by NFS each year showing the amount of aggregate interest income you have earned on deposits in your Deposit Accounts. You should consult with your tax advisor about how the Program affects you.

VII. INFORMATION ABOUT YOUR RELATIONSHIP WITH ESI AND THE BANKS

A. Relationship with ESI and the Banks

As your agent, NFS is establishing the Deposit Accounts at each Bank, depositing funds into the Deposit Accounts, withdrawing funds from Deposit Accounts and transferring funds between Deposit Accounts. Deposit Account ownership will be evidenced by a book entry on the account records of each Bank showing the Deposit Account as an agency account held by NFS for the benefit of you and other customers and by records maintained by NFS as your agent and custodian. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your Brokerage Account statements will reflect the balances in your Deposit Accounts at the Banks. You should retain the Brokerage Account statements for your records. Once established on your behalf, the Deposit Accounts are obligations solely of the Banks and not ESI, NFS or any other entity. You may at any time obtain information about your Deposit Accounts by contacting your investment representative.

If either you or we terminate your use of the Program as a Core Account Investment Vehicle, or if one or more Program Banks with which you have deposits in the Program cease to participate in the Program, you may establish a direct depository relationship with each such Bank, subject to its rules with respect to maintaining Deposit Accounts.

Establishing the Deposit Account directly in your name at a Bank will separate the Deposit Accounts from your Brokerage Account. If you establish a direct depository relationship with a Bank, the Deposit Accounts will no longer be reflected in your Brokerage Account statement and we and NFS will have no further responsibility concerning the Deposit Account.

B. Benefits to ESI and Others and Conflicts of Interest
The Program creates financial benefits for us and/or our affiliates, NFS and certain 3rd party Program service providers.

We and/or our affiliates, and NFS and certain 3rd party Program services providers are paid a fee for administering the Program (collectively, the "Program Fee"). The Program Fee is calculated by multiplying the Program Deposits at a Program Bank by the Overall Bank Rate for that Program Bank and then subtracting total interest paid to you (based on the Interest Rate) on Program Deposits. The Overall Bank Rate will vary from Program Bank to Program Bank but the Interest Rate payable on your Program Deposits is constant regardless of the Bank to which the Program Deposits are deposited. Program Deposits multiplied by the Overall Bank Rate, minus the Interest Rate equals Program Fees.

The total Program Fees that we, and/or our affiliates, and NFS (and any 3rd party Program service providers) earn will be a maximum of the Federal Funds Target Rate (as can be found online at https://fred.stlouisfed.org/series/DFEDTARU) plus 0.25%, as determined by the total deposit balances at all of the Program Banks over a 12-month rolling period. Depending on the Overall Bank Rate at a particular Program Bank, we, and/or our affiliates, and NFS (and any 3rd party Program service providers) may earn different Program Fees across Program Banks, but the Interest Rate payable to you on your Program Deposits will be a constant rate across all Program Banks.

The Interest Rate, which is paid on your Program Deposits will affect the Program Fees. For example, keeping other factors constant, such as each Program Bank's Overall Bank Rate and Program Deposit levels, if the Interest Rate on Program Deposits were decreased, the Program Fee would increase and if the Interest Rate on Program Deposits were increased, the Program Fee would decrease.

NFS receives an economic benefit for shares held in the MMKT Overflow. For more complete information about any money market mutual fund, including current yields and all charges and expenses, or for a free prospectus, contact your investment representative.

ESI receives more revenue with respect to amounts in the Program than with respect to other sweep products. From time to time, if the maximum fee amount as described above increases, you will receive notification of any such change.

Applicable law governing retirement accounts, such as qualified plans under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and individual retirement accounts under the Internal Revenue Code, necessitates that interest rates paid by the Program Banks for deposits in the Deposit Accounts, our fee, and other service fees were negotiated at arm's length, are believed to be fair and reasonable, and are designed to approximate value for the services involved and in the context of customers' Eligible Assets.

The Program Banks use Program Deposits to fund current and new lending and for investment activities. The Program Banks earn net income from the difference between the Overall Bank Rate and the income they earn on loans, investments, and other assets. Program Banks do not have a duty to provide the highest Overall Bank Rate available and may instead see to pay a lower Overall Bank Rate. A lower Overall Bank Rate may be more financially beneficial to a Program Bank. The Interest Rate payable on your Program Deposits may be lower than prevailing market interest rates that may have been paid on accounts otherwise opened directly with such Program Bank.

There is no necessary linkage between bank rates of interest and the highest rates available in the market, including any money market mutual fund rates. By comparison, a money market mutual fund generally seeks to achieve the highest rate of return (less fees and expenses) consistent with the money market mutual fund's investment objective, which can be found in the fund's prospectus.

The revenue generated by us and/or NFS may be greater than revenues generated by sweep options at other brokerage firms and may be greater than other Core Account Investment Vehicles currently available to you or possible Core Account Investment Vehicles that we have used in the past or may consider using in the future. As a result of the fees and benefits described above, the Program is more profitable to ESI than other available sweep options not offered by ESI. We and/or NFS also benefit from the possession and temporary investment of cash balances prior to the deposit of such balances in the Program.

- **You understand and agree that by consenting to the use of the Program, You accept and are legally bound by the provisions of this disclosure document and consent to each of ESI's interests disclosed herein. You understand and agree that ESI receives significant financial benefits from your use of the Program, which are in addition to any other fees you pay or incur, and that these financial benefits incentivize ESI to make the Program the default and only cash sweep available for your brokerage accounts, including brokerage accounts used to custody and trade investments managed in ESI's investment advisory program called "Illuminations", rather than a different cash sweep that does not entail such financial benefits to ESI or entails lesser financial benefits to ESI, resulting in a conflict of interest for ESI.**
- **Your use of the Program creates significant financial benefits and conflicts of interest for ESI. Also, Program creates financial benefit for NFS and the 3rd party Program service provider. ESI, NFS, and the 3rd party Program service provider will receive fees from each Program Bank as a result of your and other clients' Program Deposits (as defined in the "Introduction" section below).**

- **In connection with their participation in the Program, the Program Banks pay higher interest rates than the interest rate you will receive on your Program Deposits. The amount of the fees paid to us, NFS, and the 3rd party Program service provider will directly affect and significantly reduce the interest rate you are paid on your Program Deposits, because the fees ESI, NFS, and the 3rd party Program service provider receive significantly reduce the amount of interest paid by the Program Banks that is available to be paid to you on your Program Deposits.**
- **In connection with the Program, the difference between the interest paid by the Program Banks and the interest you receive is used to fund payments to ESI, NFS and the 3rd party Program service provider which are referred to as "fees."**
- **ESI has the discretion to set the level of compensation it retains from the Program Banks. This discretion creates a conflict between our interests and your interests because our determination of our share of the interest paid by the Program Banks that we retain as compensation directly affects and significantly reduces the interest you earn on your Program Deposits. The higher the compensation paid to ESI, the lower the interest paid to you; the lower the compensation paid to ESI, the higher the interest paid to you. With limited exception, we will retain a substantially greater share of the interest received from the Program Banks as compensation in connection with your Program Deposits than what is credited to you.**
- **The fees paid to ESI, NFS, and the 3rd party Program service provider will have a greater impact on the interest rate that you receive than the amount of interest paid by each Program Bank. The fees charged by ESI are not based on ESI's costs in connection with maintaining the Programs and are in addition to other compensation received by ESI and your ESI investment representative with respect to your Brokerage Account. The fees that ESI receives in connection with the Programs are higher than the compensation that ESI would receive in connection with other core account investment vehicles that NFS makes available, including money market mutual funds ("Money Funds"), that ESI has not selected as the default and only cash sweep for Brokerage Accounts. NFS also receives revenue from your and other clients' cash balances held in the Money Market Mutual Fund Overflow.**
- **Clients participating in the Program through Brokerage Accounts enrolled in any of ESI's fee-based investment advisory programs should understand that ESI receives significant fees from the Program Banks as a result of clients' Program Deposits and that these fees are in addition to the asset-based investment advisory fees that investment advisory clients directly pay to ESI in connection with their Program Deposits. As described in greater detail in ESI's client service agreements and applicable Forms ADV Part 2A, ESI charges investment advisory clients asset-based fees based on the total market value of their assets under management, including, but not limited to, their Program Deposits. As a result, ESI receives two layers of fees (*i.e.*, asset-based investment advisory fees and fees from the Program Banks) on investment advisory clients' Program Deposits when they participate in the Program through Brokerage Accounts enrolled in any of ESI's fee-based investment advisory programs, which are known as "Illuminations". When the interest rate that investment advisory clients receive on their Program Deposits is lower than the asset-based investment advisory fees that they pay ESI in connection with their Program Deposits (which is referred to as the "Investor Fee" in your Statement of Investment Selection), investment advisory clients will experience net negative overall returns with respect to their Program Deposits. When evaluating the appropriateness of ESI's asset-based investment advisory fees, investment advisory clients should consider the fees that ESI receives from the Program Banks in connection with the Programs.**
- **Additionally, investment advisory clients participating in the Program should understand that many third-party money managers, asset allocation providers, and model portfolio providers whose strategies are available through ESI's fee-based investment advisory programs require clients to hold a minimum cash allocation (*e.g.*, two or more percent of their portfolio in cash) and that these minimum cash allocations will be swept to the Program.**
- **The fees that ESI receives from the Program Banks in connection with clients' Program Deposits are a significant source of revenue and profit for ESI and present conflicts of interest for ESI. In particular, ESI has conflicts of interest in connection with the Programs given its financial incentive to: (i) exercise its discretion to set the fees that it charges in connection with clients' Program Deposits (and therefore, the revenue that it receives) at high levels, which will directly affect and significantly reduce the interest rate payable to clients (*i.e.*, the higher the fees set, imposed, and received by ESI, the lower the interest rate payable to clients on their Program Deposits); (ii) exercise its discretion to select the Program as the default and only core account investment vehicles, or "cash sweeps," that are available for use in brokerage accounts held in custody at NFS, as well as advisory accounts held in NFS brokerage accounts, rather than other cash sweeps made available by NFS that would generate relatively lower or no revenue for ESI and provide higher yields or returns to clients; (iii) recommend or advise that all Brokerage Account holders use the Program as their cash sweep, instead of transferring their assets to other financial institutions; (iv) recommend or advise that all Brokerage Account holders increase their Program Deposits, including by recommending or advising that they make cash deposits, sell securities, and take other actions that generate cash balances in their Brokerage Accounts that will be swept to the Program, as applicable; (v) recommend or advise that all Brokerage Account holders hold high levels of Program Deposits for extended periods of time, rather than taking other available actions such as withdrawing cash from their accounts or**

purchasing Money Funds or other investment options that are available for clients to purchase outside of the Programs (which would generate relatively lower or no revenue for ESI and provide higher yields or returns to clients); (vi) recommend or advise that all advisory clients use the Illuminations program, as assets are held in ESI brokerage accounts at NFS and use the Program as their core account investment vehicle (rather than closing their accounts, transferring their assets to other third party advised accounts which do not use NFS and therefore do not participate in the Program, or transferring their assets to other financial institutions); (vii) recommend that clients increase their Program Deposits, and hold high levels of Program Deposits for extended periods of time, which allows ESI to receive fees from the Program Banks in addition to asset-based investment advisory fees on investment advisory clients' Program Deposits; (viii) recommend or advise that clients make their investments in Brokerage Accounts which participate in the program, rather than other products which do not participate in the Programs (including, but not limited to, accounts for which ESI does not serve as broker-dealer of record, accounts held directly with third-party product sponsors, accounts in the third-party asset management programs that ESI makes available to clients which are not branded "Illuminations," and accounts that are not eligible to participate in the Programs as described in the section entitled "Program Eligibility" above); (ix) recommend or advise that clients invest through Brokerage Accounts that can hold the highest amount of cash, rather than other available accounts that limit the amount of cash that can be held (*i.e.*, commission based Brokerage Accounts can generally hold an unlimited amount of cash, while Brokerage Accounts enrolled in ESI's fee-based investment advisory programs and generally are not unlimited and typically represent a small portion of the account, and will in certain circumstances have defined cash allocations set by third-party money managers, asset allocation providers, or model providers as described above); (x) recommend or advise that clients invest through Brokerage Account types that will cause ESI to receive the highest compensation on their Program Deposits (*i.e.,* recommend or advise that clients invest through Brokerage Accounts based on which Program will cause ESI to receive the highest compensation in connection with clients' Program Deposits); and (xi) recommend itself as the broker-dealer of record and NFS as the custodian for clients' accounts, rather than other available broker-dealers and custodians, which allows ESI to access the Programs and receive fees in connection with clients' use of the Programs as their cash sweep.

- **The fees that ESI charges in connection with the Programs will in certain cases be higher than the fees charged by other firms that provide similar account-type services regarding cash sweeps. The interest rate your Program Deposits earn will in certain cases be lower than interest rates available to depositors making deposits directly with the same bank or with other depository institutions. Banks do not have a duty to provide the highest rates available in the market and may instead seek to pay a low rate. Lower rates are more financially beneficial to a bank. There is no necessary linkage between the rates of interest on clients' Program Deposits and other rates available in the market, including, but not limited to, Money Fund rates.**
- **Program Deposits will pay a significantly lower interest rate to you than other available cash equivalent products, including, but not limited to, Money Funds, that your ESI investment representative can recommend or select in investing other portions of your Brokerage Account. This presents a conflict of interest for ESI because ESI will receive significantly greater compensation on your Program Deposits than it would on equivalent amounts of your cash invested in other available investments that can be purchased and held in other portions of your Brokerage Account. This conflict of interest influences ESI to make the Program the default and only core account investment vehicles, or "cash sweeps," available for use in ESI Brokerage Accounts.**

C. Sharing of Your Information with Banks

NFS may provide the Banks and their regulators (including but not limited to the FDIC) with information related to the Customers and any individual authorized by a Customer to trade in his/her Brokerage Account used in the Bank Deposit Sweep Program ("Authorized Individual") pursuant to agreement between NFS and the Banks. If provided, the information could consist of the name, address (including city, state, postal code, and, if applicable, foreign country), date of birth, either Social Security number or taxpayer identification number and any other information as necessary or requested by the Banks and/or their regulators (including but not limited to the FDIC).

D. Questions/Comments Regarding this Program

You may contact your investment representative to determine the current Interest Rate on the Deposit Accounts for each tier used to determine Interest Rates as applicable, or for the current yields for money market mutual funds.

The material in this document is intended for informational purposes. If there is any conflict between the descriptions in this document and the terms of your account agreement, this document will control with respect to the content herein.

VIII. FDIC/SIPC COVERAGE[1]

A. FDIC Deposit Insurance

FDIC deposit insurance coverage maximum per insurable ownership capacity (the "Standard Maximum Deposit Insurance Amount or "SMDIA") is $250,000 per depositor in any Bank. The Deposit Accounts are eligible for insurance by the FDIC, an independent agency of the U.S. government, up to a maximum amount of $250,000 (including principal and accrued interest) when aggregated with all Other Deposits, including other bank accounts, CDs and deposits held through us or through other brokers, held by you in the same insurable capacity at a Bank (e.g., individual, business, joint, etc.) and $250,000 for certain individual retirement accounts, in each case such deposits may be insured for greater or lesser amounts as may be approved by the FDIC from time to time. Your funds become eligible for deposit insurance immediately when a Bank accepts your deposits into Deposit Accounts. For your Brokerage Account, the allocation of cash balances to Program Banks occurs at the Brokerage Account level and does not consider whether you have Other Deposits. To the extent that your deposits at a Program Bank that are in one ownership capacity, either through the Program or otherwise, including Other Deposits exceed the FDIC insurance limits applicable to that ownership capacity, deposits more than the limits will not be insured. You are solely responsible for monitoring the amount of your total deposits held at a particular Bank.

For more information on deposit insurance for specific ownership capacity types, such as individual, joint, business, individual retirement, or trust, please refer to the FDIC website at https://www.fdic.gov/resources/deposit-insurance. Refer to the "Maximum Deposit Amount" and "Program Limitations" sections within Section II.B "How the Program Works" for Program specific limitations.

In the event a Bank fails, the Deposit Accounts at that Bank are insured up to the $250,000 limit, or such other applicable limit, as applicable, for principal and interest accrued to the day the Bank is closed. Neither ESI nor NFS is responsible for any insured or uninsured portion of a Deposit Account. All funds that are not insured by the FDIC are at risk of loss in the event of a bank failure. You are solely responsible for monitoring the total amount of deposits that you have with each Bank in order to determine the extent of deposit insurance coverage available to you. Depending on the amount of deposits that you have at a Bank apart from the Deposit Accounts, you may wish to direct that the Bank be excluded from the Program Bank List applicable to you.

Under certain circumstances, if you become the owner of deposits at a Bank because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the $250,000 limit or such other applicable limit, as applicable, with any Other Deposits, including bank accounts, CDs, other brokerage accounts (including other Brokerage Accounts held with us), and deposits held through other brokers, that you own in the same insurable capacity at the Bank. Subject to Program limits, examples of accounts that may be subject to this FDIC policy include joint accounts. The FDIC provides the six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

If federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you through NFS. There is no specific time period during which the FDIC must make insurance payments available and therefore you may not have access to your funds during this time. Furthermore, you may be required to provide certain documentation to the FDIC and NFS before insurance payments are made. For example, if you hold deposits as trustee or in other fiduciary capacities for beneficiaries, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Deposit Accounts or Other Deposits, including bank accounts, CDs, and deposits held through other brokers, at the 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 the certificates of deposit or other time deposits which were assumed, or (ii) with respect to deposits which 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, including other bank accounts, CDs and deposits held through us or through other brokers, with the acquiror held in the same capacity for purposes of federal deposit insurance. Any deposit opened at the acquiror after the acquisition will be aggregated with deposits established with the acquiror for purposes of federal deposit insurance.

B. Questions about FDIC Deposit Insurance Coverage

If you have questions about basic FDIC insurance coverage, contact your investment representative. You may wish to seek advice from your own attorney or tax advisor concerning FDIC insurance coverage of deposits held in more than one capacity. You may also obtain information by contacting the FDIC Information and Support Center 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 https://www.fdic.gov/resources/deposit-insurance, or by e-mail using the FDIC's On-line Customer Assistance Form available on its website.

---

[1] The information contained in this section regarding FDIC deposit insurance and the applicable limits are subject to the limitations described throughout this document and as specifically noted in the sections titled "Maximum Deposits" and "Program Limitations" under Section II. B. "How the Program Works" of this document.

C. SIPC Coverage

Your cash balance awaiting reinvestment is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your cash balance while held by NFS and/or ESI is not FDIC insured but is covered by SIPC, up to applicable SIPC limits. This includes amounts in the cash balances placed in your Brokerage Account that have not yet been received by the Program Bank or which have been swept from the Program Bank back to your Brokerage Account. Any balance held in the MMKT Overflow also is covered by SIPC, up to applicable SIPC limits. SIPC currently protects MMKT Overflow funds and securities up to $500,000, including $250,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Any securities held in your Brokerage Account (as opposed to the Program Deposit held by a Program Bank) are investment products, and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; (iii) are subject to investment risk, including loss of principal amount invested.

If, due to Program limitations, your cash balance is placed into a Core Account Investment Vehicle other than the Program, your cash balance will not be eligible for FDIC insurance but may be protected by SIPC in accordance with applicable legal requirements and limitations.

SIPC is a non-profit membership corporation created by the Securities Investor Protection Act of 1970, funded primarily by its member securities brokerage firms registered with the U.S. Securities and Exchange Commission. SIPC provides protection against custodial risk to clients of securities brokerage firms, like NFS, in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the loss of your investment, nor does SIPC protection insure the quality of investments or protect against a decline or fluctuations in the value of your investment. SIPC protects each client's securities and cash held in a client's Brokerage Account at an insolvent brokerage firm. SIPC protects against the loss of customer securities and cash up to a total of $500,000 (of which up to $250,000 may be cash) per customer in each separate capacity under SIPC rules. Money market mutual fund shares are securities for purposes of SIPC coverage. The Deposit Accounts are not eligible for SIPC coverage.

If you have questions about SIPC coverage and additional SIPC-like coverage, contact your investment representative. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at https://www.sipc.org.