



## RBC Insured Deposits Terms and Conditions

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**Investment and insurance products offered through RBC Capital Markets, LLC are not insured by the FDIC or any other federal government agency, are not deposits or other obligations of, or guaranteed by, a bank or any bank affiliate, and are subject to investment risks, including possible loss of the principal amount invested.**

# RBC Insured Deposits Terms and Conditions

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# RBC Insured Deposits Terms and Conditions

## I. SUMMARY

RBC Capital Markets, LLC (“RBC CM”) offers RBC Insured Deposits (the “Program”) to automatically deposit, or “sweep,” available cash balances in your account at RBC CM (“Account”) into deposit accounts (“Deposit Accounts”) at participating depository institutions (“Program Banks”), whose deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”). The Program Banks are set forth on a Priority List described in Section II below. Two of the banks on a Priority List may be RBC Bank (Georgia), N.A. and City National Bank, affiliates of RBC CM (the “RBC Affiliate Banks”). Please see “Program Banks” under RBC Insured Deposits on our public websites at [rbcwm.com/disclosures](http://rbcwm.com/disclosures) or [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures) as applicable.

FDIC insurance covers Deposit Account balances at a Program Bank up to \$250,000 per depositor in each recognized insurable capacity (e.g., individual, joint, IRA, etc.), subject to FDIC rules for aggregate deposits. RBC CM will place up to \$249,000 (\$498,000 for Accounts held jointly by two or more individuals) of your available cash balances in each Program Bank on your Priority List (the “Deposit Limit”). On any day one or more Program Banks on the Priority List may become unavailable to receive your available cash balances or be unable to accept balances from you up to the Deposit Limit. In such cases your balances may not be placed up to the Deposit Limit at a Program Bank on the Priority List before being placed in the next Program Bank on the Priority List. The total amount of FDIC insurance coverage for which you may be eligible through the Program will be determined by the number of Program Banks on your Priority List, the amount of deposits that the Program Banks are willing and able to accept at any one time and the amount of FDIC insurance coverage available to you at each Program Bank (“Total Program Coverage”).

Once available cash balances in an amount no greater than the Deposit Limit have been deposited at every available Program Bank on your Priority List, additional available cash balances in your Account will be automatically invested or deposited in a “Designated Excess Investment.” The Designated Excess Investment for Direct Retirement Accounts (as defined below) will be shares of the Federated Hermes Treasury Obligations Fund (“Federated Money Market Fund”). The Designated Excess Investment for other Accounts will be Deposit Accounts at one or more banks at which your funds will be deposited without regard to the Deposit Limit (each, an “Excess Bank”). Currently, the Primary Excess Bank is City National Bank (“CNB”), an RBC affiliate. Shares of the Federated Money Market Fund in your Account are protected by the Securities Investor Protection Corporation (“SIPC”).

Your Designated Excess Investment will depend on the type of your Account, which is described in more detail in Sections I.D and II.B below.

For purposes of these Terms and Conditions, “we” or “our” refers to RBC CM or one of its divisions, and “you” and “your” refer to the client. If your Account is an Introducing Broker Account, as defined below, you may be subject to a different or additional client account agreement between you and the introducing broker.

### A. Eligibility

Except as set forth below or as otherwise determined by RBC CM in its sole discretion, the Program is available to the following clients:

- (i) Clients opening Accounts directly with RBC Wealth Management (“RBC WM”) (“Direct Accounts”);
- (ii) Clients with Accounts opened through brokers for which the RBC Clearing & Custody division of RBC CM acts as clearing broker (“Introducing Broker Accounts”); and
- (iii) Clients with Accounts for which the RBC Clearing & Custody division of RBC CM provides custody and execution services to the client’s third party investment adviser (“Investment Advisor Accounts” and, together with Introducing Broker Accounts, “Third Party Accounts”).

There are different versions of the Program that may be offered to different clients. The number of Program Banks on a Priority List, and whether the Priority List has one or more RBC Affiliate Banks, will be determined by the type of Account a client has established and may be changed by RBC CM in its sole discretion. The number of Program Banks on a Priority List will determine your available Total Program Coverage.

Direct Accounts that are Retirement Accounts will have available cash balances deposited only into Deposit Accounts at the RBC Affiliate Banks. Retirement Accounts include (i) a plan described in section 401(a) or section 403(a) of the Internal Revenue Code, which is subject to the provisions of Title I of the Employee Retirement Income Security Act of 1974, (ii) an individual retirement account (“IRA”) described in section 408(a) of the Internal Revenue Code, (iii) an individual retirement annuity described in section 408(b) of the Internal Revenue Code, (iv) an Archer MSA described in section 220(d) of the

Internal Revenue Code, (v) a health savings account described in section 223(d) of the Internal Revenue Code, or (vi) a Coverdell education savings account described in section 530 of the Internal Revenue Code (“Retirement Accounts”).

RBC CM may in its discretion deem a client ineligible for the Program if it becomes aware that the person or entity is prohibited as a matter of law from participating in the Program. RBC CM reserves the right to change the eligibility requirements for the Program at any time in its discretion, and to deem a client or group of clients ineligible for the Program. In addition, RBC CM reserves the right to grant exceptions to the eligibility requirements for the Program in its discretion. Your Financial Professional can provide you with additional information about eligibility for the Program.

Depending on the type of Account you have established, you may be eligible for a cash sweep option other than RBC Insured Deposits. See the applicable “Cash Sweep Program Overview” available on our public websites at [rbcwm.com/disclosures](http://rbcwm.com/disclosures) or [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures) for information about other cash sweep. Please contact your Financial Professional for additional information.

## **B. Interest**

Any interest on your balances in the Deposit Accounts at the Program Banks will, with certain exceptions, be determined by the Interest Rate Segment applicable to you as described in more detail in Section IV below. At any time, you may determine the current interest rate available to you through your online Account access or by contacting your Financial Professional. The yield on shares of the Federated Hermes Treasury Obligations Fund (“Federated Money Market Fund”) is determined in accordance with the fund’s prospectus. Please refer to Section X below for the website applicable to your Account.

## **C. FDIC Insurance Coverage**

Your balances in the Deposit Accounts at the Program Banks will be eligible for insurance by the FDIC up to \$250,000, subject to aggregation with all other deposits held by you in the same insurable capacity (e.g., individual, joint, IRA, etc.) at each Program Bank on your Priority List. For all Accounts except Direct Accounts that are Retirement Accounts, the Program is intended to provide you with Total Program Coverage of up to \$5,000,000 (\$10 million for accounts held jointly by two or more persons) per depositor, per insurable capacity depending on the number of Program Banks on your Priority List. **The amount of FDIC Sweep Coverage is not guaranteed and in some cases your Total Program Coverage may be less than \$5,000,000.** Your Total Program Coverage depends on the number of Program Banks available and the Program Banks’ capacity to accept Daily Program Deposits. **If there are not enough Program Banks that are willing and able to accept deposits up to the FDIC limits, your Total Program Coverage will be less than \$5,000,000 and there may be no FDIC insurance coverage available if no Program Banks participate.**

For Direct Accounts that are Retirement Accounts, the Program is intended to provide you with Total Program Coverage of up to \$498,000. Deposit Accounts that you hold in your Account in the same insurable capacity will be aggregated for purposes of your Total Program Coverage. **The amount of FDIC insurance coverage is not guaranteed and, in some cases, your Total Program Coverage may be less than \$498,000.** Only the two RBC Affiliate Banks are Program Banks for Direct Accounts that are Retirement Accounts. **Your Total Program Coverage depends on the willingness and ability of the RBC Affiliate banks to accept deposits at any one time. If the RBC Affiliate Banks are not willing and able to accept deposits up to the Deposit Limit, your Total Program Coverage will be less than \$498,000 and there may be no FDIC insurance coverage available if neither of the affiliate Program Banks participate.**

Any deposits, including certificates of deposit, that you maintain in the same insurable capacity directly with a Program Bank or through an intermediary (such as RBC CM or another broker), regardless of the number of Accounts, will be aggregated with funds in your Deposit Accounts at the Program Banks for purposes of the FDIC insurance coverage limit.

FDIC insurance protects your Deposit Account balances in the event of the failure of any Program Bank. **You are responsible for monitoring the total amount of deposits that you have with each Program Bank, including an Excess Bank (described below), in order to determine the extent of FDIC deposit insurance coverage available to you.** Please refer to Section VIII below for more information on FDIC insurance coverage.

## **D. Funds in Excess of the Total Program Coverage (“Excess Funds”)**

Once available cash balances in an amount no greater than the Deposit Limit have been deposited at every available Program Bank on your Priority List, your additional available cash balances will be deposited or invested in a Designated Excess Investment, depending on the type of your Account as explained below.

**Non-Retirement Direct Accounts** – For all Direct Accounts that are not Retirement, your Designated Excess Investment will be Deposit Accounts at one or more Excess Banks. One Excess Bank will be deemed the “Primary Excess Bank.” All Excess Funds will be placed at the Primary Excess Bank without limit and without regard to the Deposit Limit unless you designate the Primary Excess Bank as ineligible to receive your funds or the Primary Excess Bank is unwilling or unable to receive your Excess Funds. In such cases, your Excess Funds will be placed at one or more other Excess Banks, which may be RBC Affiliate Banks. Your Priority List will designate the Primary Excess Bank. Currently, the Primary Excess Bank is City National Bank

("CNB"), an RBC Affiliate Bank. Please review the section below entitled "Conflicts and Benefits to RBC CM and RBC Affiliate Banks" for important information regarding conflicts of interest resulting from CNB being the Primary Excess Bank.

**Retirement Direct Accounts** – For Direct Accounts that are Retirement Accounts, your Designated Excess Investment will be shares of the Federated Hermes Treasury Obligations Fund, which is not affiliated with RBC CM, unless you designate the Federated Money Market Fund as ineligible, as discussed below under "Alternatives to your Designated Excess Investment."

If you elect to designate the Federated Money Market Fund as ineligible to receive your Excess Funds in a Direct Account that is a Retirement Account, your Excess Funds will be placed into Deposit Accounts at CNB without limitation and without regard to the Deposit Limit. Retirement Direct Accounts cannot opt-out of both the Federated Money Market Fund and CNB as an excess sweep option.

You may access the most recent Federated Money Market Fund prospectus by contacting your Financial Professional. Please refer to Section IV.C. below for more information.

**Deposit balances in excess of the Deposit Limit will not be covered by FDIC insurance.**

## **E. Additional Information**

You should review the entire Terms and Conditions carefully for additional information regarding the Program, including how the program works (Section II), fees paid to RBC CM (Section VII.C.), benefits that RBC CM and the RBC Affiliate Banks receive through the Program (Section VII.D.) and information about FDIC insurance coverage and Securities Investor Protection Corporation ("SIPC") protection (Section VIII and Section IX).

## **II. HOW THE PROGRAM WORKS**

### **A. Priority List**

The identity and number of Program Banks on your Priority List depend upon your type of Account.

- For all Direct Accounts, except for Direct Accounts that are Retirement Accounts, the Program Banks on your Priority List may include the RBC Affiliate Banks and additional unaffiliated Program Banks to provide Total Program Coverage of up to \$5,000,000.
- For Direct Accounts that are Retirement Accounts, the only Program Banks on your Priority List will be the RBC Affiliate Banks to provide Total Program Coverage of up to \$498,000.
- For Third Party Accounts, your Priority List may include the RBC Affiliate Banks and will include unaffiliated Program Banks to provide Total Program Coverage of up to \$5,000,000.

Your Priority List of available Program Banks into which your funds may be deposited is available through your online Account access on the website you use to access your Account information or by contacting your Financial Professional. For a list of the applicable website addresses, please see Section X below.

The Program Banks will appear on your Priority List in the order in which the Deposit Accounts will be opened for you and your funds will be deposited. You should review the Priority List carefully. The Priority List will also indicate your Designated Excess Investment.

On any day, one or more Program Banks may be closed for business or otherwise temporarily unable to accept your funds. In such event, your funds will be placed at the next Program Bank on the Priority List that is available to accept your funds. If the Program Bank that is higher on the Priority List later becomes able to accept deposits, funds may be reallocated to the higher priority Program Bank from the lower priority Program Bank. This means that your deposits may be withdrawn from the Program Bank that is lower on the Priority List and deposited with the Program Bank that is higher on the Priority List that previously was unable to accept deposits. A Program Bank's inability to accept deposits could result in a Program Bank on the Priority List temporarily having a smaller deposit balance than Program Banks in a lower priority position on the Priority List, or having a deposit placed with a Program Bank lower on the Priority List before a bank that is higher on the Priority List.

If all Program Banks on the Priority List have either received your deposits up to the Deposit Limit or are unable to accept your funds, available cash balances in your Account will be invested or deposited in your Designated Excess Investment. When one or more Program Banks that were unable to accept your funds are again able to accept your funds, available cash balances in your Account will be placed in those Program Banks on the Priority List up to the Deposit Limit. Any amounts invested in the Designated Excess Investment will remain until withdrawn.

The Priority List will include one or more designated Excess Banks, which will accept your funds without limit and without regard to the FDIC insurance limit in the event that you designate your Designated Excess Investment as ineligible to receive your funds. All Excess Funds will be placed at the Primary Excess Bank without limit and without regard to the Deposit Limit unless you designate the Primary Excess Bank as ineligible to receive your funds or the Primary Excess Bank is unavailable

to receive your Excess Funds. In such cases, your Excess Funds will be placed at one or more other Excess Banks, which may also be RBC Affiliate Banks. Your Priority List will designate the Primary Excess Bank. Currently, CNB, an RBC Affiliate Bank, is the Primary Excess Bank.

You may not change the order of the Program Banks on the Priority List. However, you may at any time designate a Program Bank as ineligible to receive your funds. This will result in your funds being deposited into Deposit Accounts at the next Program Bank on the Priority List. In addition, you may at any time instruct us to remove your funds from a Program Bank, close your Deposit Accounts with the Program Bank, and designate the Program Bank as ineligible to receive future deposits. Unless you direct us to place your funds in a different investment, your funds from a closed Deposit Account will be deposited in Deposit Accounts at the first available Program Bank set forth on your Priority List, as amended by you.

If you wish to designate a Program Bank or Excess Bank as ineligible to receive your funds, please contact your Financial Advisor. You may not designate all of the Program Banks or Excess Banks on your Priority List as ineligible to receive your funds. You must have at least one Excess Bank available to receive deposits through the Program even if you have deemed your Designated Excess Investment as ineligible to receive Excess Funds. Designating a Program Bank on your Priority List as ineligible to receive your funds will reduce the Total Program Coverage.

As described below under Section II.F., the Priority List may be changed. In general, you will receive prior notification of changes to the Priority List. However, under certain limited circumstances prior notification will not be possible.

Additional disclosure on the participating Program Banks will be made as required. Program Bank participation, including that of the RBC Affiliate Banks, will be subject to each Program Bank's eligibility to participate in the Program.

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

Under the Program, when funds are first available for deposit, RBC CM, as your agent, will establish Deposit Accounts in the order set forth on the Priority List consisting of either (1) a transaction account, which includes either a negotiable order of withdrawal account or a demand deposit account (the negotiable order of withdrawal account and demand deposit account are collectively referred to herein as "Transaction Account") at one or more of the Program Banks on your then-current Priority List or (2) a money market deposit account ("MMDA") linked to a Transaction Account. Once your funds in the Deposit Accounts at a Program Bank reach the Deposit Limit, RBC CM, as your agent, will open Deposit Accounts for you at the next Program Bank on your Priority List and place your additional funds in that Program Bank. Subject to availability of funds, all accounts will sweep on a daily basis, regardless of the dollar amount in cash balances.

The current Deposit Limit for each client at each Program Bank is \$249,000 for Deposit Accounts held individually and IRAs, and \$498,000 for Deposit Accounts held jointly by two or more persons. All Deposit Accounts established for trust accounts will be treated by RBC CM as individual accounts for purposes of applying the Deposit Limit. If, as a result of credited interest on your Deposit Accounts at a Program Bank, your Deposit Account balances at that Program Bank exceed the \$250,000 FDIC deposit insurance coverage, amounts over \$250,000 will be withdrawn from your Deposit Accounts at that Program Bank and deposited into Deposit Accounts at other available Program Banks up to the Deposit Limit at each Program Bank in the order of priority set forth on your Priority List.

As your agent, RBC CM will generally deposit available cash balances in your MMDA at each Program Bank as set forth above. However, we may make deposits into the Transaction Account at a Program Bank as described below under "Withdrawal Procedures." There may be a minimum amount to be maintained in the Transaction Account at the Program Bank to satisfy debits in your Account, and funds may be transferred from the MMDA at the Program Bank to the related Transaction Account to maintain the minimum balance. Transfers from the MMDA to the Transaction Account and withdrawals from the Transaction Account and MMDA are discussed below under "Withdrawal Procedures."

At any point during a monthly statement cycle, which is generally the 26th through the 25th of each month (the "Statement Cycle"), in which transfers from an MMDA at a Program Bank have reached a total of six (6), all funds will be transferred from that MMDA to the linked Transaction Account at the Program Bank until the end of the Statement Cycle. If the 26th or 25th falls on a holiday or weekend, then the Statement Cycle start or end will begin on the next business day. Deposits for the remainder of the Statement Cycle into this Program Bank will be made to the Transaction Account. At the beginning of the next Statement Cycle, funds on deposit in the Transaction Account will be transferred to the MMDA, minus any minimum amount to be maintained in the Transaction Account. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at a Program Bank or the amount of FDIC insurance coverage for which you are eligible.

In the event that you reach your Total Program Coverage because you have deposits equal to the Deposit Limit in Deposit Accounts at each of the available Program Banks on your Priority List, additional available cash balances in all Accounts except Direct Accounts that are Retirement Accounts will be deposited into Excess Banks and available cash balances in Direct Accounts that are Retirement Accounts will be invested in shares of the Federated Money Market Fund. If, as a result of credited interest on your Deposit Accounts, your Deposit Account balances at all of the Program Banks on your Priority List exceed your Total Program Coverage, depending on the type of account, amounts over your Total Program Coverage will be withdrawn and automatically deposited into Excess Banks or invested in shares of the Federated Money Market Fund.

Investments in the Federated Money Market Fund are not covered by FDIC insurance. However, shares of the Federated Money Market Fund held in your Account are covered by SIPC up to applicable limits. You may request the most recent Federated Money Market Fund prospectus by contacting your Financial Professional. You could lose money by investing in the 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 the Fund is not insured or guaranteed by the FDIC or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.

#### **C. Designating the Money Market Funds as Ineligible to Receive Your Funds**

For Retirement Direct Accounts, you may at any time designate the Federated Money Market Fund as ineligible to receive your Fund by contacting your Financial Advisor. Please allow five (5) business days to process your request. However, you must have one Excess Bank as eligible to receive your Excess Funds.

If you elect to designate the Federated Money Market Fund as ineligible to receive your Excess Funds, available cash balances that exceed the Total Program Coverage will be placed into Deposit Accounts at CNB, an RBC Affiliate Bank, without limitation and without regard to the Deposit limit.

#### **D. Withdrawal Procedures**

All withdrawals necessary to satisfy debits in your Account will be made by RBC CM as your agent. A debit in your Account can result from, among other things, the purchase of securities, check-writing, cash withdrawals, debit card purchases or automatic bill payments.

For all Accounts, funds will be withdrawn from the Program in the following order:

- If you have funds invested in a Money Market Fund, shares in the Money Market Fund will be redeemed to satisfy a debit in your Account before funds are withdrawn from the Deposit Accounts.
- If you do not have funds invested in a Money Market Fund, or your invested funds are insufficient to satisfy the debit in your Account, funds will be withdrawn from your Transaction Accounts at the Program Banks on your Priority List beginning with the lowest priority Program Bank on the Priority List at which your funds have been deposited. If there are insufficient funds at that Program Bank, funds will be withdrawn from each Program Bank in the sequence (lowest priority to highest priority) until the debit is satisfied. If funds in the Transaction Account at a Program Bank from which funds are being withdrawn are insufficient to satisfy a debit, funds in the related MMDA at that Program Bank will be transferred to the Transaction Account to satisfy the debit, plus funds to maintain any minimum amount in the Transaction Account.

As required by federal banking regulations, the Program Banks reserve the right to require seven (7) days' prior notice before permitting a transfer of funds out of a negotiable order of withdrawal account or MMDA. While the Program Banks have indicated that they have no present intention of exercising their right to require such notice, the Program Banks may exercise this right at any time in their sole discretion.

#### **E. Accounts Subject to Deposit Aggregation**

Accounts held by you in the same insurable capacity (e.g., individual, joint, IRA, etc.) for FDIC purposes will be linked by us for purposes of the Deposit Limit at each Program Bank so that the aggregate Deposit Account balances in the linked Accounts do not exceed the Deposit Limit at any Program Bank. You cannot request changes to the methods by which we link Accounts.

A withdrawal to satisfy a debit in one or more linked Accounts on any day will be satisfied before a deposit of available cash balances in any of the other Accounts are allocated. As with any withdrawal, shares of the Federated Money Market Fund held in that Account will be redeemed before withdrawing funds from any Deposit Accounts held by that Account. Withdrawals will be made on a last-in, first-out basis based on that Accounts prior deposit history. Deposit Account balances and Federated Money Market Fund shares held in one Account will not be used to satisfy a debit in another linked Account.

After all withdrawals are allocated, available cash balances for deposit in the remaining linked Accounts are allocated to the Program Banks on your Priority List beginning with the Account that has the lowest numerical Account number (i.e., funds in Account 123 are deposited before funds in Account 124). Because deposits from linked Accounts are allocated on a "first come, first served" basis, Deposit Account balances may not be allocated equally between linked Accounts.

#### **F. Changes to the Priority List**

RBC CM may change the number of Program Banks on the Priority List by adding Program Banks to, or deleting Program Banks from, the Priority List. One or more of the Program Banks included on the Priority List may be replaced with a Program Bank not previously included on the Priority List and the order of Program Banks on the Priority List may change. In general, you will receive prior notice of changes to the Priority List via your online Account access or the publicly available Priority List available at the website applicable for to your Account (see Section X below). You will have an opportunity to designate a Program Bank as ineligible to receive your deposits before any funds are deposited into a new Program Bank or in a new

sequence by contacting your Financial Professional. However, if a Program Bank is unable to accept deposits for regulatory or other reasons, RBC CM may not be able to provide you with advance notice. RBC CM will provide you notice of such changes as soon as practicable.

In the event that the order of Program Banks on the Priority List is changed, on the day on which the revised Priority List is effective your previously deposited funds will be reallocated among the Program Banks on the revised Priority List in accordance with the deposit procedures described above under Section II.B., unless a given Program Bank on the revised Priority List is temporarily unable to accept deposits for regulatory or other reasons. In such case, that Program Bank will not have funds reallocated to it in accordance with the deposit procedures set forth above. When the Program Bank that could not accept your funds is again able to accept your funds, available cash balances in your Account will be placed in that Program Bank in accordance with the standard deposit procedures. Other than as described above, deposits and withdrawals of your funds made after a change to the Priority List will occur as described above under Section II.B. and Section II.D., respectively.

If a Program Bank on the Priority List is temporarily unable or unwilling to accept deposits, funds will be deposited in other Program Banks that are lower on the Priority List. If the Program Bank that is higher on the Priority List later becomes willing and able to accept deposits, funds may be reallocated to the higher priority Program Bank from the lower priority Program Bank. This means that your deposits may be withdrawn from the bank that is lower on the Priority List and deposited with the Program Bank that is higher on the Priority List that previously was unable or unwilling to accept deposits. A Program Bank's inability or unwillingness to accept deposits could result in a Program Bank on the Priority List temporarily having a smaller deposit balance than Program Banks in a lower priority position on the Priority List, or having a deposit placed with a bank lower on the Priority List before a bank that is higher on the Priority List.

If a Program Bank at which you have Deposit Accounts no longer makes the Deposit Accounts available, you will be notified by RBC CM and given the opportunity to establish a direct depository relationship with the Program Bank, subject to its rules with respect to establishing and maintaining deposit accounts. If you choose not to establish a direct depository relationship with the Program Bank, your funds will be transferred to the next available Program Bank on your Priority List. The consequences of maintaining a direct depository relationship with a Program Bank are discussed below in Section VII.

### **III. PROGRAM AMENDMENT AND NOTICES**

RBC CM, may, at any time and in its sole discretion, modify the terms, conditions and procedures of the Program, including, but not limited to, the methodology used to determine the interest rates on Deposit Accounts, changing the eligibility requirements for the Interest Rate Segments, changing the deposit or withdrawal procedures, or adding or removing Program Banks from the Program. RBC CM will notify you of any material changes. All notices to you regarding the Program may be made by a letter, an entry on your RBC CM Account statement, an insert to your Account statement or by other means such as posting a change to the Priority List to the publicly available website applicable to your Account (see Section X below).

### **IV. INTEREST ON THE DEPOSIT ACCOUNTS AND YIELDS ON THE MONEY MARKET FUND**

#### **A. Interest Rates**

Deposit Account balances in the MMDA and Transaction Account at each Program Bank will earn the same rate of interest. Interest rates on the Deposit Accounts are variable and subject to change without notice. Any interest will accrue on Deposit Account balances from the day funds are deposited into the Deposit Accounts at a Program Bank through the business day preceding the date of withdrawal from the Deposit Accounts at the Program Bank. The interest accrual period is generally the 26th through the 25th of each month. Interest will not be subject to the Deposit Limit until credited.

The interest rates, if any, you receive on your funds in the Deposit Accounts may be higher or lower than the interest rates available on other deposit accounts offered by a Program Bank or on deposit accounts offered by other depository institutions in comparable accounts or on any money market funds. You should compare the terms, interest rates, required minimum amounts, and other features of the Deposit Accounts with other deposit accounts and alternative cash sweep options. You may obtain information with respect to the current Program interest rates and Interest Rate Segments by contacting your Financial Professional or consulting the website applicable to your Account (see Section X below). RBC CM and the Program Banks reserve the right to change the methodology used to determine the interest rates and Interest Rate Segments in their discretion and without prior notice, which, from time to time, could result in there being no difference between the interest rates for the different Interest Rate Segments. RBC CM reserves the right, at its discretion, to base the interest paid on your balances in the Deposit Accounts at the Program Banks on a rate higher than the Interest Rate Segment for which you qualify.

Special or promotional interest rates may be available from time to time at RBC CM's discretion, and will be subject to certain terms and conditions, which may include depositing cash from external accounts. For information regarding any current special or promotional interest rates, see "Promotional Rate Terms and Conditions" under the RBC Insured Deposits section on our public website at [www.rbcwm.com/disclosures](http://www.rbcwm.com/disclosures) or [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures) or by contacting your Financial Professional.



## **B. Interest Rate Segments**

### **Direct Accounts**

The interest rates payable for the Deposit Accounts for Direct Accounts will be determined by segments. The applicable Interest Rate Segment will be based on the total assets across all accounts within your household (“Household Assets”) as well as total balances of all Deposit Accounts within your household (the “Total Bank Sweep Balances”). In determining your household, RBC WM takes into consideration multiple pieces of client information, including street address, tax ID, last name, telephone number, ZIP code and account type to determine household aggregation of Accounts. RBC WM reserves the right to modify how it determines a household and the right to amend the definition of Total Bank Sweep Balances.

Clients will qualify for segments based on the Household Assets and Total Bank Sweep Balance thresholds listed below:

For Accounts with \$10 million or greater in Household Assets, your Deposit Accounts will earn interest at the rate assigned to one of the following Interest Rate Segments based on your Total Bank Sweep Balances:

- \$5,000,000 or greater
- \$2,000,000 to \$4,999,999.99
- \$1,000,000 to \$1,999,999.99
- \$500,000.00 to \$999,999.99
- \$250,000.00 to \$499,999.99
- \$100,000.00 to \$249,999.99
- \$99,999.99 or less

For all Accounts with Household Assets of less than \$10 million, your Deposit Accounts will earn the interest rate assigned to one of the following Interest Rate Segments based on your Total Bank Sweep Balances:

- \$5,000,000 or greater
- \$2,000,000 to \$4,999,999.99
- \$1,000,000 to \$1,999,999.99
- \$500,000.00 to \$999,999.99
- \$250,000.00 to \$499,999.99
- \$100,000.00 to \$249,999.99
- \$99,999.99 or less

Employees of RBC WM and its affiliates who hold Accounts at RBC WM are eligible for the highest Interest Rate Segments.

Total Bank Sweep Balances and Household Assets will be determined monthly, and your Deposit Account balances will earn the applicable interest rate for the following month. For information on current interest rates, please visit the website applicable to your Account (see Section X below) or contact your Financial Professional.

All new Direct Accounts that select the Program will be automatically assigned to the highest Interest Rate Segment for Accounts with total Household Assets of \$10 million or more. The Account will then be aggregated with other Accounts in a household, as described above, during the next monthly update of the households for determining the appropriate Household Assets and Total Bank Sweep Balance used to determine the Interest Rate Segment.

RBC WM reserves the right to change the Interest Rate Segments at any time without notice, including adding or eliminating Interest Rate Segments and changing the eligibility requirements for each Interest Rate Segment.

### **Introducing Broker Accounts**

Clients with an Introducing Broker Account will be placed in an Interest Rate Segment designated by RBC Clearing & Custody. Generally, your Interest Rate Segment will be determined by the total Program balance in your Account. The applicable Interest Rate Segment will be based on the balance of the Deposit Accounts held in each Account, without considering any household aggregation of Accounts.

For the purpose of determining the applicable interest rate, the balance of the Deposit Accounts held in each Account will be determined at the end of each day, and your Deposit Account balances will earn the applicable interest rate for the following day.

Certain introducing brokers may utilize a separate interest rate schedule and if this is the case you will, if necessary, receive an additional disclosure document that describes the separate interest rate schedule. At any time, you may determine the rate of interest earned by your deposit balances in the Deposit Accounts by accessing your appropriate Account website. (See Section X below). If you have any questions, contact your Financial Professional.

### **Investment Advisor Accounts**

Clients with an Investment Advisor Account will be placed in an Interest Rate Segment designated by RBC Clearing & Custody. Generally, your Interest Rate Segment will be determined by the total Program balance in your Account. The applicable Interest Rate Segment will be based on the balance of the Deposit Accounts held in each Account, without considering any household aggregation of Accounts.

For the purpose of determining the applicable interest rate, the balance of the Deposit Accounts held in each Account will be determined at the end of each day, and your Deposit Account balances will earn the applicable interest rate for the following day.

At any time, you may determine the rate of interest earned by your deposit balances in the Deposit Accounts by accessing your appropriate Connect Website. (See Section X below). If you have any questions, contact your Financial Professional.

### **C. Yields on the Money Market Funds**

The Federated Money Market Fund is not affiliated with RBC CM.

Information regarding the current yield for the Federated Money Market Fund is available by contacting your Financial Professional. Yields on the Federated Money Market Fund may be more or less than the interest rates offered on the Deposit Accounts by the Program Banks on your Priority List. See the "Cash Sweep Program Overview" on our public websites at [www.rbcwm.com/disclosures](http://www.rbcwm.com/disclosures) and [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures) for more information on yields and eligibility.

You may access the most recent Federated Money Market Fund prospectus by contacting your Financial Professional.

## **V. INFORMATION ABOUT YOUR DEPOSIT ACCOUNTS**

You will not receive trade confirmations for transactions in your Deposit Accounts. Transactions in the Deposit Accounts will be confirmed on your Account statement, which will also reflect the total of your opening and closing Deposit Account balances, the dollar amount of interest earned, the interest rate, and the number of days for which interest was earned. In addition, your Account statement will reflect the principal deposit balance held at each Program Bank as of the end of the statement period. In addition, you will not receive trade confirmations for automatic investments in a Money Market Fund made through the Program. Your Account statement will reflect your investments in a Money Market Fund made through the Program. You will receive a prospectus for the Federated Money Market Fund following the first purchase of such Money Market Fund shares made through the Program.

Your Account statement will not show the movement of funds between the Transaction Account and the related MMDA at a Program Bank or among Program Banks. You may obtain information about your Deposit Accounts, including balances and the current interest rates, by contacting your Financial Professional or by accessing your Account online. You should retain your Account statements for your records.

## **VI. THIRD PARTY ACCOUNTS**

RBC Clearing & Custody acts as clearing broker for Introducing Broker Accounts, and provides custody and execution services for Investment Advisor Accounts under a contractual arrangement with the Investment Advisors.

If your Account is a Third Party Account (i) RBC CM will not review or analyze your Account for the purpose of providing advice to you and RBC CM will not provide any advice regarding your Account, including the suitability of the Program, (ii) RBC CM assumes no responsibility for trades made in your Account, and (iii) RBC CM has no responsibility or liability for any actions or omissions of your Financial Professional or its representatives, employees or other agents. Therefore, you must consult your Financial Professional for advice and recommendations concerning your Account and you should discuss all your investment goals and objectives with your financial professional. **SHOULD YOU HAVE ANY QUESTIONS CONCERNING ANY ASPECT OF THE INFORMATION CONTAINED HEREIN, YOUR ACCOUNT OR SECURITIES IN GENERAL, CONTACT YOUR FINANCIAL PROFESSIONAL IMMEDIATELY.**

By participating in the Program, clients of a Third Party Account understand that RBC CM will act only to clear trades introduced by your Financial Professional and to effect other back office functions for your Financial Professional. You understand that all representatives, employees and other agents with whom you communicate concerning your Account(s) are agents of your Financial Professional, and are not RBC CM representatives, employees or other agents. RBC CM has no responsibility to supervise or monitor the activities of your Financial Professional, and the Financial Professional is

exclusively responsible for ensuring that transactions in your Account(s) comply in all respects with applicable laws, rules and regulations and are suitable for your investment goals and objectives.

## **VII. INFORMATION ABOUT YOUR RELATIONSHIP WITH RBC CM AND THE PROGRAM BANKS**

### **A. Relationship with RBC CM**

RBC CM is acting as your exclusive agent and custodian in depositing, withdrawing and transferring funds to and from the Deposit Accounts, and in investing your funds in shares of a Money Market Fund. Your Deposit Account ownership will be evidenced by a book entry on the records of the Program Banks and by records maintained by RBC CM and its agents. No evidence of ownership, such as a passbook or certificate, will be issued to you.

Unless you establish the Deposit Accounts directly with a Program Bank as described below, all transactions with respect to your Deposit Accounts must be directed by RBC CM and all information concerning your Deposit Accounts can only be obtained from RBC CM. Accordingly, you should direct all instructions related to sweep transactions to your Financial Professional. No Program Bank will accept any instructions concerning your interest in a Deposit Account under the Program unless such instructions are transmitted by RBC CM or an authorized agent on behalf of RBC CM. RBC CM may use agents to effect its responsibilities under the Program.

RBC CM may, in its sole discretion and without notice, terminate your participation in the Program at any time. Similarly, you may terminate your participation in the Program at any time by contacting your Financial Professional. In either case, you may establish a direct depository relationship with the Program Banks by requesting to have your Deposit Accounts established in your name, subject to the Program Bank's rules with respect to maintaining such accounts. This will result in the separation of the Deposit Accounts from your Account. Your Deposit Account balances will no longer be reflected in your Account statement and RBC CM will have no further responsibility concerning your Deposit Accounts.

### **B. Relationship with the Program Banks**

The Program Banks are not responsible for the actions of RBC CM with respect to the Program or otherwise. Your deposit in any Deposit Account constitutes a direct obligation of a Program Bank and is not directly or indirectly an obligation of RBC CM.

You can obtain publicly available financial information concerning each Program Bank at [www.ffiec.gov/NPW](http://www.ffiec.gov/NPW) 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. RBC CM does not guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning the Program Banks.

### **C. Fees to RBC CM**

Each Program Bank, except the RBC Affiliate Banks, will pay RBC CM a fee determined by RBC CM equal to a percentage of the average daily deposit balance in the Deposit Accounts at the Program Bank. The fee paid to RBC CM will range between 0% and Federal Funds Effective Rate plus 75 basis points (0.75%) annually based on the Program Bank. In the case of the RBC Affiliate Banks, RBC CM will receive a fee per Account of \$20.00 annually. For Retirement Accounts, RBC Affiliate Banks will not pay RBC CM a per account fee. You do not pay these fees directly to RBC CM, but the amount of fees received by RBC CM will affect the interest rate you earn on your deposits. RBC CM may waive or reduce its Program Bank fee based on market conditions. The benefits of these waivers vary across program Interest Rate Segment levels. These fees can vary among Program Banks. This fee is not shared with your financial professional.

### **D. Conflicts and Benefits to RBC CM and RBC Affiliate Banks**

RBC CM and the RBC Affiliate Banks receive financial benefits in connection with the Program. In addition to the fees RBC CM receives from the Program Banks, RBC CM will receive other compensation from the RBC Affiliate Banks that is reflected by internal allocations made for reporting purposes. Through the Program, the RBC Affiliate Banks will receive a stable source of deposits at a cost that may be less than other alternative funding sources available to them. The RBC Affiliate Banks intend to use deposits in the Deposit Accounts to fund investments or other bank assets. The profitability on such investments and assets is generally measured by the difference, or "spread," between the interest rate paid on the Deposit Accounts, fees paid to RBC CM, and other costs of maintaining the Deposit Accounts, and the interest rate and other income earned on those investments and assets funded by the funds in the Deposit Accounts. By being designated as the Primary Excess Bank, CNB will receive substantial additional deposits to use in its business to increase its profitability.

### **E. Conflicts and Benefits to RBC CM Financial Advisors**

If you have an RBC CM Financial Advisor who is also a branch director or complex director, he or she is compensated for their supervisory responsibilities, in part, with bonus opportunities based on meeting benchmarks for revenue collectively generated by him/her and the Financial Advisors supervised. These bonuses create a conflict of interest because they provide supervisors an incentive to recommend and influence Financial Advisors to recommend products, services and investments that generate greater revenue in order to meet those benchmarks.

## VIII. FDIC INSURANCE COVERAGE

### A. General Information

Balances in the Deposit Accounts 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 any one Program Bank. Examples of insurable capacities include individual accounts, joint accounts, and IRAs. Your funds become eligible for deposit insurance immediately upon placement into a Deposit Account at a Program Bank. Any deposits that you may maintain directly with a particular 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 \$250,000 federal deposit insurance limit.

You are responsible for monitoring the total amount of deposits that you hold with any one Program Bank, directly or through an intermediary, including an Excess Bank, in order to determine the extent of deposit insurance coverage available to you on your deposits, including the Deposit Accounts. RBC CM is not responsible for any insured or uninsured portion of the Deposit Accounts or any other deposits.

In the event a Program Bank fails, the Deposit Accounts at that Program Bank are insured, up to \$250,000, for principal and interest accrued to the day the Program Bank is closed.

Under certain circumstances, if you become the owner of deposits at a 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 \$250,000 federal deposit insurance limit with any other deposits that you own in the same insurable capacity at the Program Bank. Examples of deposit accounts that may be subject to this FDIC policy include joint accounts, “payable on death” accounts and certain trust 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.

In the event that 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 RBC CM 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 RBC CM 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 at a Program Bank are assumed by another depository institution pursuant to a merger or consolidation, the Deposit Accounts will continue to be insured separately, up to the FDIC insurance coverage limits, from any deposits that you have established with the acquiror until the expiration of a six-month period from the date of the acquisition. Thereafter, the Deposit Accounts will be aggregated with your existing deposits with the acquiror held in the same capacity for purposes of FDIC insurance coverage.

**IMPORTANT: Certain transfers into the Program will NOT be covered by FDIC insurance until the following business day:**

- 1. If you change your cash sweep option from a money market fund cash sweep option or RBC Cash Plus to the Program, the money market fund shares plus accrued dividends or deposit balances plus accrued interest will be redeemed or withdrawn and the total proceeds will be placed into your Account on the transaction date. However, the funds will not be deposited in Deposit Accounts at the Program Banks on your Priority List until the following business day with the result that the funds will be covered only by SIPC until the funds are deposited in the Deposit Accounts.**
- 2. If the Program is your cash sweep option and you transfer funds to your Account using a Letter of Authorization, those funds will be placed into your Account on the transaction date. However, the funds will not be deposited in Deposit Accounts at the Program Banks on your Priority List until the following business day with the result that the funds will be covered only by SIPC until the funds are deposited in the Deposit Accounts.**

In both of the above cases, the amounts in the Program will begin accruing interest at the appropriate Program interest rate on the transaction date (the date the funds are deposited into your Account). Interest will accrue up to, but not including, the day on which funds are withdrawn from the Deposit Accounts.

### B. Aggregation Rules Applicable to Retirement Accounts

Under FDIC regulations, an individual’s interests in plans maintained by the same employer or employee organization (e.g., a union) that are holding deposits of the same 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) deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (i.e., Section 457 Plans), (iii) self-directed “Keogh Plans” of owner-employees described in Section 401(d) of the Internal Revenue Code of 1986, as amended, and (iv) self-directed defined contribution plans, will be insured for up to \$250,000 in the aggregate whether or not maintained by the same employer or employee organization.

### C. Questions about FDIC Insurance Coverage

If you have questions about FDIC insurance coverage, please contact your Financial Professional. 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 Depositor and Consumer Protection, 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/resources/deposit-insurance/](http://www.fdic.gov/resources/deposit-insurance/), or by e-mail using the FDIC's On-line Customer Assistance Form available on its website.

### IX. NO SIPC PROTECTION

Within specified limits, SIPC helps customers of SIPC member brokerage firms in the event of the failure of the brokerage firm. Balances maintained in the Deposit Accounts at the Program Banks are not protected by SIPC or any excess coverage purchased by RBC CM. Clients may obtain information about SIPC and access a SIPC brochure, by contacting SIPC at 1 (202) 371-8300 or by visiting [www.sipc.org](http://www.sipc.org).

### X. ADDITIONAL INFORMATION

If you have any questions about your Account or the Program please contact your Financial Professional or for additional information about the Program please refer to your online Account access:

Please consult the following for an account with:		Program information
Direct Accounts	<a href="http://www.rbcwm.com">www.rbcwm.com</a>	<a href="http://www.rbcwm.com/disclosures">www.rbcwm.com/disclosures</a>
Introducing Broker Accounts	<a href="http://www.investor-connect.com">www.investor-connect.com</a>	<a href="http://www.rbcclearingandcustody.com/disclosures">www.rbcclearingandcustody.com/disclosures</a>
Investment Advisor Accounts	<a href="http://www.rbcadvisorconnect.com">www.rbcadvisorconnect.com</a>	<a href="http://www.rbcclearingandcustody.com/disclosures">www.rbcclearingandcustody.com/disclosures</a>

You may access the most recent Federated Money Market Fund prospectus by contacting your Financial Professional. ***Before investing in a money fund, you should consider carefully a fund's investment objectives, risks, charges, and expenses. This and other information is in the applicable terms and conditions or prospectus, please read the terms and conditions or prospectus carefully before investing.***