

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

I. Introduction

Pershing Advisor Solutions LLC (“Pershing Advisor Solutions”), a wholly owned indirect subsidiary of The Bank of New York Mellon Corporation (“BNYM”), is a registered broker-dealer and a member organization of FINRA and SIPC. Pershing Advisor Solutions relies on its affiliate Pershing LLC (“Pershing”), also a wholly owned subsidiary of BNYM, to provide clearing, custody, execution and other broker services. Pershing is a member of FINRA, NYSE and SIPC. The BNY Mellon National Association Insured Deposit Sweep Account (the “Program”) is offered to you by your registered investment advisor (“Investment Advisor”) that introduces accounts to Pershing, which acts as the carrying broker dealer for the assets in your brokerage account. BNY Mellon, National Association is the Program Bank.

The Program is a sweep option intended for the investment of available cash balances into interest-bearing bank deposit accounts (“Deposit Accounts”). By selecting the Program as your automatic cash investment option, you agree to these Terms and Conditions and to appoint Pershing as your authorized agent to establish and maintain Deposit Accounts at the Program Bank and to effect deposits to and withdrawals from the Program Bank pursuant to these Terms and Conditions. Pershing has appointed Promontory Interfinancial Network (“Promontory”) to provide certain services with respect to the operation of the Program. BNYM has a minority interest in Promontory. There is no minimum amount required as an initial deposit or for subsequent deposits. Subject to certain exceptions, the maximum amount of Federal Deposit Insurance Corporation (“FDIC”) deposit insurance coverage available under the Program for your bank deposit currently is \$250,000 for each category of legal ownership, as more fully explained below.

These Terms and Conditions for the Program are supplemental to those contained in your existing account agreements you executed to open and maintain with Pershing through your *Investment Advisor*, who has introduced your account to Pershing on a fully disclosed basis.

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

II. Summary of Terms and Conditions

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

A Summary of the Program: Pershing operates the Program which, if you choose to participate, sweeps the excess cash balance in your brokerage account carried at Pershing to Deposit Accounts at BNY Mellon, National Association (“BNY Mellon” or “Program Bank”) and sweeps your cash from Deposit Accounts at the Program Bank to cover purchases of securities and other debits in your brokerage account carried at Pershing. BNY Mellon is a wholly owned direct subsidiary of BNYM and is an affiliate of Pershing and Pershing Advisor Solutions. You receive interest on your balances held in the Program at BNY Mellon. The Deposit Accounts opened and maintained by Pershing at BNY Mellon are titled, “Pershing LLC as Agent for its customers, acting for themselves or others.”

FDIC Insurance: Your funds are deposited into Deposit Accounts at BNY Mellon in a manner designed to provide you with eligibility for up to \$250,000 of FDIC insurance on your cash in the Program. FDIC insurance protects you in the event of the failure of the bank. However, any cash you hold at BNY Mellon outside the Program may impact the insurance coverage available on your Program balance as neither Pershing, Pershing Advisor Solutions, your Investment Advisor nor Promontory monitors or takes any responsibility for cash you may have at BNY Mellon outside the Program. You are solely responsible for monitoring this. As such, you should review this and any other relationships with BNY Mellon carefully. Your balance held at BNY Mellon within the Program will be listed on your brokerage account statements issued by Pershing.

Securities Investor Protection Corporation (“SIPC”): SIPC insures certain customer assets held at broker-dealers, such as Pershing, in the event of the failure of the broker-dealer. Although SIPC covers securities in client brokerage accounts up to \$500,000 (including a maximum of \$250,000 for uninvested cash held in the brokerage account), the deposits made through the Program are not insured by SIPC. Note that SIPC does not insure against the loss of value of any investment or product. See section titled “SIPC Coverage.”

Access to Funds: You will access funds held in the Program only through your brokerage account by contacting your Investment Advisor. In the event of the failure of your Investment Advisor, you may access your funds by contacting Pershing at 1-201-413-3333.

Determination of Interest Rates: Interest rates may fluctuate. Program interest rates, as well as money market rates, will be available from your Investment Advisor.

Conflicts of Interest: Pershing and Pershing Advisor Solutions earn fees based on the amount of money in the Program, including your money. Pershing and Pershing Advisor Solutions may earn a higher fee if you participate in the Program than if you invest in other money market products, such as money market mutual funds. Pershing and Pershing Advisor Solutions are affiliated with the Program Bank, which will also realize an economic benefit from your balances in the Deposit Accounts. The Program Bank does not have a duty to offer the highest rate available or rates that are comparable to money market mutual funds.

Risks of the Program: You may receive a lower rate of return on money deposited through the Program than on other types of investments, such as money market mutual funds. Please contact your Investment Advisor for information regarding such alternatives. The Program Bank is permitted to impose a seven-day delay on any withdrawal request when the funds are held in the money market deposit account. In the event of a failure of the Program Bank, there may be a time period during which you may not be able to access your money. If you have cash at the Program Bank outside the Program, this may negatively impact the availability of FDIC insurance for the total amount of your funds held within and outside the Program. If your balance in the Program exceeds \$250,000, the balance in excess of this amount will not be insured by the FDIC.

III. Detailed Terms and Conditions

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

Any deposits (including certificates of deposit) that you maintain in the same capacity directly with the Program Bank, or through an intermediary (such as Pershing or another broker-dealer), will be aggregated with deposits in your Deposit Accounts at the Program Bank for purposes of the FDIC insurance limit. You are responsible for monitoring the total amount of deposits that you have with the Program Bank in order to determine the extent of FDIC deposit insurance coverage available to you. You should review carefully the sections of this Disclosure Statement titled "Deposit Insurance: General" and "Deposit Insurance: Retirement Plans and Accounts."

Pershing will place the entire amount of your available cash at the Program Bank irrespective of the capacity in which you hold your brokerage account. All funds will be deposited with the Program Bank, including any amounts over the FDIC deposit insurance limit. Balances in the Program in excess of the FDIC insurance limit will not be eligible for FDIC insurance or SIPC insurance coverage and will therefore be uninsured.

The Deposit Accounts constitute a direct obligation of the Program Bank and are not directly or indirectly an obligation of Pershing. You can obtain publicly available financial information on the Program Bank at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200. Pershing does not guarantee in any way the financial condition of the Program Bank or the accuracy of any publicly available financial information concerning the Program Bank.

You will not have a direct account relationship with the Program Bank for the Program. Pershing, as your agent, will establish the Deposit Accounts for you at the Program Bank and make deposits to and withdrawals from the Deposit Accounts. Pershing will receive a fee from the Program Bank. The amount of the fee paid to Pershing will affect the interest rate paid on the Deposit Accounts. You should carefully review the section of this Disclosure Statement titled "Information About Your Relationship with Pershing and the Program Bank."

The Program Bank does not have a duty to offer the highest rate available or rates that are comparable to money market mutual funds. By comparison, money market mutual funds, which are not FDIC insured and involve principal risk, generally seek to achieve high current yields consistent with capital preservation and maintenance of liquidity.

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

Tax Information

Interest earned on your balances in the Deposit Accounts in the Program is treated as ordinary income in the year it is received and reported on the Form 1099 associated with your brokerage account which will be sent to you by Pershing each year showing the amount of interest income you have earned in the Deposit Accounts. You should consult with your tax adviser about how the interest earned in the Program affects you.

OPERATION OF THE PROGRAM

Bank Relationship

Pershing will open Deposit Accounts for you at and place deposits in the Program Bank.

Establishment of, and Deposits into, the Deposit Accounts

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

All of your available funds, including balances in excess of FDIC insurance coverage limits, will be swept into the Program Bank. Any amount exceeding \$250,000 in any one capacity will not be eligible for FDIC insurance coverage. It is your obligation to monitor your funds deposited at the Program Bank. You may at any time direct your Investment Advisor to withdraw funds and place them in another investment.

As your agent, Pershing will deposit your available cash balances in the MMDA at the Program Bank as set forth above. As necessary to satisfy withdrawals, funds will be transferred from the MMDA to the related TA at the Program Bank and withdrawals will be made from the TA. The Program Bank and Pershing in their discretion may determine a minimum, or “threshold,” amount to be maintained in the TA to satisfy debits in your brokerage account.

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

Withdrawal Procedures

All withdrawals necessary to satisfy debits in your brokerage account will be made by Pershing, as your agent. A debit is created to satisfy a securities purchase or a request for a withdrawal of funds from your brokerage account and, if applicable, when you write a check on your brokerage account, make payments via the online bill pay service or withdraw funds through your debit card. Checks written on your brokerage account are not drawn directly against the Deposit Accounts established for you at the Program Bank, but are paid through your brokerage account.

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

Interest on Balances in the Deposit Accounts

The Program Bank will pay the same rate of interest on each Deposit Account. The interest rate paid on the Deposit Accounts will be determined by the amount the Program Bank is willing to pay on the Deposit Accounts minus the fees paid to Pershing and other parties as set forth below under “Fees”.

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

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

Information About Your Deposit Accounts

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

Pershing is responsible for the accuracy of your brokerage account statement, not the Program Bank or your Investment Advisor. Your Investment Advisor can assist you in understanding your brokerage account statement and can answer any questions you may have about your statement.

You may obtain information about your Deposit Accounts, including balances and the current interest rate, by calling your Investment Advisor.

Notices

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

INFORMATION ABOUT YOUR RELATIONSHIP WITH PERSHING AND THE PROGRAM BANK

Relationship with Pershing

Pershing is acting as your agent in establishing the Deposit Accounts at the Program Bank, depositing funds into the Deposit Accounts and withdrawing funds from the Deposit Accounts and transferring funds among the Deposit Accounts. Deposit Account ownership will be evidenced by a book entry on the account records of the Program Bank and by records maintained by Pershing as your 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 Program Bank. You should retain the brokerage account statements for your records. You may at any time obtain information about your Deposit Accounts by contacting your Investment Advisor.

Unless you establish the Deposit Accounts directly with the Program Bank as described below, all transactions with respect to your Deposit Accounts must be directed by Pershing and all information concerning your Deposit Accounts can only be obtained from Pershing. The Program Bank will not accept instructions from you with respect to your Deposit Accounts or provide you with information concerning your Deposit Accounts.

Pershing may, in its sole discretion, terminate your use of the Program as a sweep investment option. If Pershing terminates your use of the Program as a sweep investment option, you may establish a direct depository relationship with the Program Bank, subject to its sole discretion as to the establishment of such a depository relationship and subject to its rules with respect to establishing and maintaining deposit accounts.

Similarly, if you decide to terminate your participation in the Program, you may establish a direct relationship with the Program Bank by requesting to have your Deposit Account established in your name at the Program Bank, subject to its sole discretion as to the establishment of such a depository relationship and subject to its rules with respect to establishing and maintaining deposit accounts.

Establishing your Deposit Accounts in your name at the Program Bank will separate the Deposit Accounts from your brokerage account. Your Deposit Account balances will no longer be reflected in your brokerage account statement and Pershing will have no further responsibility concerning your Deposit Accounts.

Relationship with the Program Bank

As described above, you will not have a direct account relationship with the Program Bank for the Program. However, the Deposit Accounts constitute an obligation of the Program Bank and are not directly or indirectly an obligation of Pershing. You can obtain publicly available financial information on the Program Bank at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200. Pershing does not guarantee in any way the financial condition of the Program Bank or the accuracy of any publicly available financial information concerning the Program Bank.

Fees

The Program Bank will pay Pershing a fee equal to a percentage of the average daily deposit balance in your Deposit Accounts at the Program Bank. In its discretion, Pershing may reduce its fee and may vary the amount of the reductions between clients. The amount of the fee received by Pershing will affect the interest rate you receive from the Program Bank on the Deposit Accounts. Your Investment Advisor may receive a portion of the fee paid to Pershing by the Program Bank. In addition, Promontory will receive fees from the Program Bank. Other than applicable fees imposed by Pershing on your brokerage account, there will be no charges, fees, or commissions imposed on your brokerage account with respect to the Program.

Deposit Insurance: General

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

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

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

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 Pershing 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 Pershing before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

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

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

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

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

Revocable Trust Accounts. Program balances held in brokerage accounts with trust registrations are allocated at the account level and not at the trustee level. Pershing cannot guarantee that FDIC coverage will be applied at the trustee level, as it is dependent upon the information available on the registration and what the FDIC would require from Pershing. Deposits of the Program Bank held in a “revocable trust” are generally insured up to \$250,000 per beneficiary if the beneficiary is a natural person, charity or other non-profit organization. There are two types of revocable trusts recognized by the FDIC. Informal revocable trusts include accounts in which the owner evidences an intent that at his or her death the funds shall belong to one or more specified beneficiaries. These trusts may be referred to as a “Totten trust” account, “payable upon death” account or “transfer on death” account. Each beneficiary must be included in Pershing’s account records.

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

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

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

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

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

Deposit Insurance: Retirement Plans and Accounts

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

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

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

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

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

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

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

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

SIPC Coverage

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 Pershing, in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the loss of your investment, nor does SIPC insurance protect against a decline 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 (including a maximum of \$250,000 for claims for uninvested cash) per customer in each separate capacity under SIPC rules. Additional amounts may be covered by excess SIPC coverage obtained by Pershing.

Money Fund shares are considered to be securities for purposes of SIPC coverage. Balances maintained in the Deposit Accounts at the Program Bank are not protected by SIPC or, if any, excess coverage purchased by Pershing. If you have questions about SIPC coverage and additional SIPC-like coverage, please contact your IBD or Investment Professional. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at www.sipc.org.