

Landing Rock Insured Deposit Account, CD Marketplace Certificate of Deposit Account and Collateralized Deposit Account Terms and Conditions

These Terms and Conditions ("**Terms and Conditions**") govern your agreement with Landing Rock Group LLC (collectively, "**Landing Rock**," "**us**" or "**we**") with respect to our Insured Deposit Account ("**IDA**") Program, our CD Marketplace Certificate of Deposit Account ("**CD Marketplace**") Program, and our Collateralized Deposit Account ("**CDA**") Program (collectively, "**Programs**"). By enrolling in one of these Programs, the customer ("**you**") establishes a Landing Rock IDA, CD Marketplace account, and/or CDA, respectively, (each, an "**Account**;" collectively, "**Accounts**") agrees to these Terms and Conditions. *The information contained herein may not be modified by any oral representation made prior, or subsequent, to your investment in one or more of the Programs.*

I. Introduction and Basic Features of Programs

This Section I of the Terms and Conditions contains the basic features of the Programs. It is supplemented by, and is subject to, the additional provisions set forth below under Section II, "Detailed Terms and Conditions".

- A. IDA Program:** If you wish to deposit \$25,000,000 or less, you are eligible for the IDA Program. The IDA Program requires a \$100 minimum initial deposit (or \$1,000,000 minimum initial deposit for a person or entity such as, but not limited to, escrow company, escrow agent, trustee, executor, personal representative, or an entity that has a license to access the Landing Rock application programming interface) who is depositing and/or managing funds on behalf of one or more third parties (each, an "**Agent/Fiduciary**"). Landing Rock will route your deposited funds through our clearing account at Customers Bank or other Intermediary Bank (as defined below) and deposit such funds into interest bearing omnibus deposit account(s) and/or Certificate of Deposit(s) ("**CD(s)**") insured by the Federal Deposit Insurance Corporation ("**FDIC**") or the National Credit Union Administration ("**NCUA**"), in which you will hold a beneficial interest, at one or more participating banks or credit unions (each a, "**Program Depository Institution**"). The funds you deposit in your IDA(s) plus the interest you earn thereon are held in those Program Depository Institution accounts. When initiated by you, Landing Rock will withdraw funds on your behalf. Currently, a maximum of up to \$25,000,000 in federal deposit insurance protection is available under the IDA Program. You can visit Landing Rock's website at www.landingrock.com to obtain the current total maximum federal deposit insurance protection available under the IDA Program.
- B. CD Marketplace Program:** The CD Marketplace Program requires a \$1,000 minimum initial deposit (or \$1,000,000 minimum initial deposit for an Agent/Fiduciary) and is not subject to a fixed maximum aggregate dollar amount; however, each CD investment is subject to a maximum of \$250,000 per issuing financial institution. You are required to have an IDA as a condition of participating in the CD Marketplace Program. Landing Rock will route your

deposited funds through our clearing account at Customers Bank, or our CD custodian, Sauk Valley Bank or other Intermediary Bank, and invest in one or more CDs consistent with your instructions. Through our CD Marketplace Program, you may invest in non-securitized “non-DTC” CDs and/or securitized “DTC CDs”. The term, “DTC”, is used herein to refer to the Depository Trust Company.

If you choose to invest in non-DTC CDs, Landing Rock will deposit your funds into interest bearing or zero- coupon CDs insured by the FDIC or the NCUA, in which you will hold a beneficial interest, at one or more Program Depository Institutions. Non-DTC Zero-coupon CDs are offered on a discounted basis in denominations ranging from \$1,000 (minimum transaction size) to \$250,000 at maturity.

If you choose to invest in a DTC CD, Landing Rock will use your funds to purchase a DTC CD from ICD Securities or another third-party broker-dealer (collectively, “**Broker-Dealer**”). DTC CDs are large CDs (e.g., \$25,000,000) issued by insured depository institutions to DTC, as record holder, and are insured by the FDIC or the NCUA up to applicable limits based on beneficial ownership as described below (generally, up to \$250,000 per beneficial owner). However, unlike non-DTC CDs, DTC CDs are held by DTC and are securitized such that multiple investors will own interests in the same CD. Thus, if you participate in our DTC CD Program, you may own a fractional interest in one or more DTC CDs held by DTC.

Zero-coupon CDs purchased through our CD Marketplace Program are discounted by the same method as Treasury Bills. The dollar amount of interest to be earned is deducted from the face value of the certificate so that principal plus accrued interest totals the par value at maturity. You can visit Landing Rock’s website at www.landingrock.com to obtain the current total maximum federal deposit insurance protection available under the CD Marketplace Program.

- c. **CDA Program:** If you wish to deposit more than \$25,000,000, you are eligible for the CDA Program. Unlike the IDA Program, the CDA Program is not subject to any maximum. Deposit accounts offered to Landing Rock customers through the CDA Program are secured by a Federal Home Loan Bank Irrevocable Standby Letter of Credit, Surety Bond, pledged collateral, and/or FDIC and/or NCUA insurance in accordance with applicable regulatory and investment requirements. CDs are not available in the CDA Program. The CDA Program requires a \$1,000,000 minimum initial deposit, and up to a maximum of \$500,000,000 of collateral protection per tax ID may be available under the CDA Program. A general description of terms governing the CDA Program is set forth in **Appendix A** hereto. Specific terms governing any particular CDA, including collateral, deposit amount, interest rates, term, withdrawal schedule, and other terms and/or conditions, will depend on the negotiation and agreement of terms acceptable to you, us and applicable Program Depository Institution(s). Please contact Landing Rock to discuss and enroll into the CDA Program.

- D. CDs in the IDA Program:** CDs are promissory arrangements between a depositor (which, in this case, is “Landing Rock Group LLC, FBO Others” or a similar title) and a Program Depository Institution, in which the issuing Program Depository Institution agrees to pay a predetermined rate of interest in exchange for the depositor agreeing to deposit funds for a fixed period of time. CDs are insured by the FDIC or NCUA up to a predetermined limit, based on account category. The CDs are a direct financial obligation of the depository institution and are not obligations of Landing Rock. The maturities, rates of interest and interest payment terms (e.g., monthly, quarterly, semiannually, annually, at call, and/or at maturity) of CDs available through the Program Depository Institutions will vary. Landing Rock may deposit your deposited funds into interest-bearing CDs, zero-coupon CDs, or a combination thereof under the IDA Program.

Interest-bearing CDs pay interest at either a fixed-rate or at a variable rate. A fixed-rate CD will pay the same interest rate through the life of the CD. The interest rate on variable rate CDs may increase or decrease from the initial rate at predetermined time periods (“step-rates”) or may be reset at specified times based upon the change in a specific index or indices (“floating rate”). Certain interest-bearing CDs may be subject to redemption on a specified date(s) at the discretion of the issuing Program Depository Institution (a “call”). Depending on the terms of the CD, interest on CDs may or may not be compounded. If an interest payment date falls on a day that is not a business day, such payment will be paid on the first business day after the interest payment date.

Zero-coupon CDs are issued at a discount from the face or par amount. Interest on the zero-coupon CD will “accrete” at an established rate and the par amount is paid at maturity.

Landing Rock may utilize one or more CDs in your IDA but is not obligated to do so.

The CD deposits will be covered by federal deposit insurance (FDIC and NCUA) to the extent, and subject to the limits, described under “Deposit Insurance” below.

- E. CDs in the CD Marketplace Program:** The description of CDs described in “CDs in the IDA Program,” above, applies to CDs in the CD Marketplace Program. You must maintain an IDA to be eligible to participate in the CD Marketplace Program. CDs in the CD Marketplace Program are made available by us and are non-transferable to another agent or custodian.

Terms of CDs.

Zero-coupon CDs in the CD Marketplace Program are offered on a discounted basis in denominations ranging from \$1,000 (minimum transaction size) to \$250,000 at maturity. These CDs are discounted by the same method as Treasury Bills. The dollar amount of interest to be earned is deducted from the face value of the certificate so that principal plus accrued interest totals the par value at maturity.

Interest bearing CDs are calculated and sold on a simple interest basis of actual days elapsed over a 365- day year. Interest will not be compounded. No interest will be earned after maturity or redemption. CDs are quoted as an annual percentage rate (APR) to allow comparison with other investments. You should compare the terms, rates of return and required minimum denominations of the CDs to other available investments before deciding to purchase a CD. The rates paid with respect to the CD's may be higher or lower than the rates available on comparable deposits available at the issuing institutions.

CD's, as direct obligations of depository institutions, may be subject to liquidation at any time by FDIC or NCUA regulators, depository management/boards, or early release clauses. Landing Rock does not guarantee in any way the terms of any CD.

Important Investment Considerations

Certificates of Deposits are most suitable for purchasing and holding to maturity and you should be prepared to do so. A CD may be subject to a fee and/or penalty for early withdrawal when the depositor withdraws all or a portion of the funds from a CD prior to the end of the original CD term.

Fees

See “**J. Landing Rock Fees**,” below, for information concerning fees.

Evidence of CDs

Non-DTC CDs are not securitized and are held directly by Landing Rock or its custodian for the benefit of its investors. In contrast, securitized CDs are held by DTC, so that investors may own a fractional interest in a CD held by DTC, referred to herein as a “DTC CD.”

Each investment made through an account will be in the name of “Landing Rock Group LLC FBO Others” or our custodian's name for your benefit, as agent for the account holder, or similar title. In the case of non- DTC CDs, these investments will be made by Landing Rock directly or through our custodian with Program Depository Institutions with an account title Sauk Valley Bank and Trust Co. As Custodian For Others Who May Be Fiduciaries, Asset # xxxx, or similar title. In the case of DTC CDs, these investments are made through a Broker-Dealer. Because each deposit will be in book-entry form, no certificates or passbook will be provided. Landing Rock or its custodian, as agents, keeps records of the ownership of each CD and will provide you and/or the beneficiary with a written confirmation of the purchase. You and/or the beneficiary will also be provided a monthly account statement(s) for your records. Because you will not be provided with a certificate evidencing your CD, the purchase of a CD is not recommended for persons who wish to take possession of a physical certificate, nor by investors wishing to transfer their account outside of Landing Rock.

The CD deposits in the CD Marketplace Program will be covered by federal deposit insurance (FDIC and NCUA) to the extent, and subject to the limits, described under “FDIC and NCUA Insurance,” below.

Funding the Purchase of your CD

You may fund the purchase of a CD by transfer of funds from your IDA or by wire transfer. *Funds Transferred from your IDA.* If you fund the purchase of a CD by transferring funds from your IDA, your CD purchase will take place the next business day. You will begin earning interest the day the funds are received and invested in the CD, i.e., the next business day after you request that your IDA funds be transferred for the purchase of your CD.

Funds Sent via Wire Transfer

If you fund the purchase of a CD by transferring funds via wire transfer, you are eligible for same-day purchase of a CD, so long as the wire transfer is received no later than 2:30pm Eastern Time. Funds sent and received in the Landing Rock settlement account via a wire transfer before 2:30pm Eastern Time (30 minutes prior to trade closing time) will immediately fund your CD purchase, and you will begin earning interest the day the funds are received and invested in the CD. Funds received after 2:30pm Eastern Time will fund your CD purchase the next business day, in which case you will begin earning interest the next business day.

Risk of Failed Placement

If you fund a CD purchase by transferring funds from your IDA, or if you fund a CD purchase by wire transfer and the wire is received after the 2:30 pm Eastern Time cut-off, there is a risk that the rate associated with your CD purchase request may no longer be available. If the CD rate associated with your CD purchase request is no longer available, Landing Rock will return your funds to your IDA and treat this transaction as a failed placement – see “Failed Placement,” below.

Failed Placement

In the unlikely event that a Program Depository Institution decides to return a CD that was purchased, or a requested CD is no longer available from the offering financial institution, or because of a delay resulting from the use of funds in your IDA or a late wire transfer, Landing Rock will arrange to have the funds returned to your IDA as quickly as possible. If your failed CD purchase was funded via transfer from your IDA, Landing Rock will pay you interest at the applicable IDA rate as if the attempted CD purchase was never made. If your failed CD purchase was funded via late wire transfer, Landing Rock will transfer your funds to your IDA and pay you interest at the applicable IDA rate from the date the funds are deposited into your IDA – typically the next business day after the failed CD purchase. Should you need funds returned to you, it is your responsibility to initiate a transfer from your IDA.

Return of maturing CD funds

At maturity, Landing Rock will arrange to have the Program Depository Institution that issued a non-DTC CD, or Broker-Dealer in the case of a DTC CD, return the funds to Landing Rock. Upon receipt of funds from the Program Depository Institution or Broker-Dealer, as applicable, Landing Rock will deposit these funds directly into your IDA. Should you need the funds returned to you, it is your responsibility to initiate a transfer from your IDA. Landing Rock will not be responsible for interest on maturing CD funds should there be a delay in the return of funds from the issuing Program Depository Institution or Broker-Dealer.

Additions or Withdrawals

No additions are permitted to be made to any non-DTC CD in the CD Marketplace Program. Additional purchases of DTC CDs may be available up to the maximum.

Partial withdrawals from a non-DTC CD are not permitted.

Investors in non-DTC CDs should expect all CDs to be held to maturity. In some cases, early withdrawals of non-DTC CDs may be available subject to the early withdrawal conditions established by the issuing Program Depository Institution. The issuing Program Depository Institution may assess an early withdrawal penalty to redeem the non-DTC CD. Issuing financial institutions may require the CD be held to the final maturity date. Landing Rock will inform you of the issuing financial institutions early withdrawal conditions for your consideration prior to requesting an early redemption of the CD. Early withdrawals, where available, may result in a loss of all or part of earned or accreted interest and may result in a loss of a portion of principal.

Pursuant to the Internal Revenue Code, the beneficiary of an IRA (but not a Roth IRA) must begin making withdrawals from the IRA after age 72 or, if born before July 1, 1949, age 70 ½. Non-DTC CDs held in an IRA are not eligible for early withdrawal simply because the beneficiary must begin making mandatory withdrawals from the IRA. IRA beneficiaries should purchase non-DTC CDs with maturities that correspond to the mandatory withdrawal requirements or look to resell to another Landing Rock client for liquidity. See the Section headed “Resale to Another Landing Rock Client,” below.

In the event of death or an adjudication of incompetence of the beneficial owner of a non-DTC CD, early withdrawals may or may not be permitted, depending on the Program Depository Institution and the applicable terms and conditions of the CD(s).

Resale of Non-DTC CD to Another Landing Rock Client

Landing Rock, though not obligated to do so, may offer a non-DTC CD to another Landing Rock client after settlement date, on a “best efforts” basis, at the same terms of your original non-DTC CD purchase. Landing Rock cannot provide assurance that you will be able to sell your non-DTC CD to another Landing Rock client prior to maturity. In addition, Landing Rock’s offer to locate another Landing Rock client to purchase your

non-DTC CDs may be discontinued at any time without notice. Landing Rock may not be able to locate another Landing Rock client to purchase your non-DTC CD. Therefore, you should not rely on any such ability to sell your non-DTC CDs to gain access to proceeds prior to maturity.

If a Landing Rock client is available at the time you attempt to sell your non-DTC CD prior to its maturity, the price at which your non-DTC CD is sold will have the same terms as your original purchase. Landing Rock will not permit you to sell your non-DTC CD for the purpose of creating a trading profit. Selling a non-DTC CD prior to maturity will result in a yield that the CD would have earned had it been held to maturity.

If you would like Landing Rock to attempt to sell one or more of your non-DTC CDs to another Landing Rock client, you should contact Landing Rock. Landing Rock reserves the right to charge a fee for this service. You should contact Landing Rock to determine what fee you will be charged before you request that Landing Rock attempt to resell your non-DTC CD to another Landing Rock client.

Resale of DTC CD

As DTC CDs are securitized and traded in the secondary market, dispositions of DTC CDs may be possible. If you would like Landing Rock to attempt to sell a DTC CD, you should contact Landing Rock. A DTC CD may be resold to another Landing Rock client or in the secondary securities market. Any request to sell a DTC CD before the maturity date of the CD could result in a loss of earned or accreted interest and principal, depending on market conditions. Landing Rock reserves the right to charge a fee in connection with any request to resell a DTC CD. You should contact Landing Rock to determine what fee you will be charged before you request that Landing Rock attempt to resell your DTC CD.

Federal Income Tax Consequences

The following is a summary of the principal United States federal income tax consequences of ownership of a CD. The discussion below does not purport to deal with all the federal income tax consequences applicable to all potential CD owners and does not deal with owners of CDs other than original purchasers. Persons considering the purchase of the CDs should consult their tax advisors and federal, state, local and any other income and estate tax laws relevant to their situations as well as any other taxing jurisdiction. ***This does not constitute tax advice. Neither Landing Rock nor any of its representatives offers tax advice. Customers should seek advice from their accountants, attorneys, or other tax advisors before making an investment in the CD Marketplace Program.***

If required, or upon request, Landing Rock will provide you with an annual statement on Form 1099-INT for your IDA funds. For any CDs you may own through the CD Marketplace Program, Landing Rock will provide a 1099-INT and/or 1099-OID containing certain information relevant to the determination of the amount of earned

and/or discount income with respect to your CDs upon which you will be taxed for the preceding year. Landing Rock reserves the right to charge a fee for such reporting.

United States Holders

As used herein, the term “United States Holder” means a beneficial owner of a CD that is (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source, (iv) a trust if (A) a court within the United States can exercise primary supervision over the administration of the trust, and (B) one or more United States persons have the authority to control all substantial decisions of the trust, or (v) a person otherwise subject to United States federal income taxation on a net basis in respect of such holder’s ownership of a CD.

A United States Holder will realize a gain or loss on the sale, early withdrawal, maturity, or other disposition of a CD equal to the difference between the amounts paid being increased by the amount of the original issue discount previously taxed to the holder. For this purpose, the amount received does not include any amount attributable to accrued, which is treated as interest income. Gain or loss generally will be long-term capital gain or loss if the CD was held for more than one year.

Zero-Coupon CDs

Zero-coupon CDs will be treated as having been issued with original issue discount (OID). A portion of the discount from face value of a zero-coupon CD may be taxable to the holder of the CD each year as ordinary interest income, even though the holder does not receive the cash attributable to this discount until maturity.

- F. **FDIC and NCUA Insurance:** The amount of FDIC and NCUA deposit insurance that is available through the Programs is based upon the ownership rights and capacities in which the deposit accounts (which includes non-DTC CDs utilized in the IDA and CD Marketplace Programs) are maintained at the Program Depository Institutions, or other issuers of CDs in the case of DTC CDs (collectively, “**Institutions**”). All deposit accounts in an Institution that are maintained in the same right and capacity (or by or for the benefit of a particular customer or customers) are added together and insured in accordance with the FDIC’s or NCUA’s rules, as applicable. Deposit accounts maintained in different rights and capacities, as recognized by the FDIC’s or NCUA’s rules, are insured separately from one another. Deposit accounts at different Institutions are insured separately.

The FDIC standard maximum deposit insurance amount (“**SMDIA**”) and the NCUA standard maximum share insurance amount (“**SMSIA**”) are currently \$250,000 for each recognized category of account ownership. This means that there is *up to* \$250,000 of federal deposit insurance available for each recognized category of account ownership at each Institution. For deposits, including the CDs, held in each recognized category of

account ownership, the SMDIA or SMSIA, as applicable, applies to the *total amount* of funds you deposit in your account plus the interest you earn thereon (together, the “**Program Funds**”) and hold in a single Institution through the IDA Program and the CD Marketplace Program, *plus* any CD investment or any other deposits you hold directly in the same Institution, *plus* any deposits you hold in the same Institution through any other intermediaries in the recognized category of account ownership. With respect to the CDA Program, Landing Rock will provide you with SMDIA and SMSIA information, if applicable, based on your CDA and applicable Program Depository Institution(s).

The deposits that you hold at an Institution outside of the Programs, either directly or through an intermediary, will be added to your Program Funds and will limit the total amount of federal deposit insurance coverage available for you at the Institution. Landing Rock does not monitor or take any responsibility for those other deposits or the reduction in federal deposit insurance coverage that will be caused by your holding of those other deposits. You are solely responsible for monitoring those deposits and the effect of those deposits on your total federal deposit insurance coverage. Therefore, you agree to carefully review and monitor the list of Institutions in which you are a depositor (or investor in a DTC CD), and to adjust your deposit holdings to achieve the level of federal deposit insurance coverage that you desire.

What if I have other funds in an Institution?

Example: Assuming that (i) the current SMDIA and SMSIA is \$250,000 per recognized category of account ownership, (ii) the amount of your Program Funds in a single Institution is \$250,000, and (iii) the amount of deposits, including the CDs, you already hold directly or through an intermediary in the same Institution is \$250,000, the maximum federal deposit insurance protection you will have is \$250,000. This means that the remaining \$250,000 of your deposits at the Institution will be uninsured.

G. Allocation of Funds to Institutions: For the IDA and CD Marketplace Programs, Landing Rock allocates a maximum of \$250,000 (the current SMDIA and SMSIA) of your Program Funds to any single Institution. Currently, a total maximum of up to \$25,000,000 in federal deposit insurance protection is available under the IDA Program. The CD Marketplace is not subject to any specified maximum; however, investments in CDs in the CD Marketplace are limited to a maximum of \$250,000 per Institution. You can visit Landing Rock’s website at www.landingrock.com to obtain the current total maximum federal deposit insurance protection available under the Programs. Any amounts over the \$25,000,000 maximum will not be accepted for deposit in the IDA Program.

A current list of Landing Rock’s Program Depository Institutions is available to prospective clients and their financial advisors on Landing Rock’s website by request and to customers by logging into your account. Your periodic statements will list the Program Depository Institutions that hold your Program Funds and the amount of Program Funds in each of those Program Depository Institutions as of the statement date. The Program Depository Institutions that hold your Program Funds, and the balance in each Program Depository Institution, may change at any time during a

statement period. Accordingly, if you want to view the Program Depository Institution at which your Program Funds are located at any particular time, go to the “My Account” section of our website (www.landingrock.com).

You have the right to instruct Landing Rock to exclude a particular Institution from holding your Program Funds by opting-out of the Institution during the enrollment process at www.landingrock.com, or at any other time (i) in the “My Account” section of Landing Rock’s website at www.landingrock.com, (ii) by calling Landing Rock’s Customer Service at 888-579-1473, or (iii) by sending a letter of instruction to Landing Rock Group LLC, Attention: Customer Service, PO Box 1220, Manhasset NY 11030. If you exclude one or more Institutions, the maximum level of federal deposit insurance coverage available under the IDA Program will decrease by \$250,000 per excluded Program Depository Institution. To the extent the number of Program Depository Institutions remaining in the IDA Program is insufficient to provide up to \$25,000,000 of federal deposit insurance for your Program Funds, we will advise you of this at the time you exclude the Program Depository Institution.

- H. **Access to Funds:** You may access your Program Funds in the IDA, or funds you deposit in your CDA(s) plus the interest you earn thereon (together, “**CDA Program Funds**”), at any time via the Landing Rock website. However, please note that there may be additional terms and conditions that limit your access to your IDA or CDA Program Funds based on your IDA or CDA and applicable Program Depository Institution(s).
- I. **Interest Rates:** The interest rates to be paid on your Program Funds are determined pursuant to Landing Rock’s agreements with its Program Depository Institutions and availability of non-DTC CDs from Program Depository Institutions and DTC CDs from Broker-Dealers and are subject to change at any time. Current interest rates for IDA and CD Marketplace Programs are available at www.landingrock.com or by calling Landing Rock Customer Service at 888-579-1473. For the CDA Program, Landing Rock will provide you with interest rate information based on your CDA and applicable Program Depository Institution(s).
- J. **Landing Rock Fees:** You will be required to pay fees to Landing Rock depending on the Program features and services that you choose, as set forth herein. Fees will reduce the earnings on your IDA, CD Marketplace and/or CDA Accounts, respectively. You agree that Landing Rock may deduct fees from interest paid on your Program Funds and/or CDA Program Funds, respectively, or from the principal balance in your IDA, CD Marketplace and/or CDA Accounts, respectively, if the interest payments are insufficient to cover the fees.

Landing Rock or its custodian will act as your agent in connection with your IDA, CD Marketplace and/or CDA Accounts, and you, and not Landing Rock, will be the beneficial owner. As compensation for Landing Rock’s services as agent, Landing Rock will receive a portion of the gross interest paid from the issuing Program Depository Institution in connection with your IDA, CD Marketplace and/or CDA Accounts, or

“interest spread.” The interest spread is established by Landing Rock and may change from time-to-time without notice to you. Landing Rock may share a portion of this interest spread with third parties, such as advisors, placement agents, broker-dealers, account managers, etc. As a result, your Account will receive the difference between the gross interest payable by the Program Depository Institutions and the agency fees charged by Landing Rock, or interest spread. The rate you receive on your deposits may be higher or lower than the rates available to depositors transacting with Program Depository Institutions directly or with other depository institutions in comparable accounts.

K. Risks of Program: For your convenience only, set out below are the key risks that we have identified with the Programs. This list is, in no way, exhaustive of all risks associated with the Programs.

1. You may receive a lower rate of return on funds you deposit in your IDA, CD Marketplace, or CDA through the Programs, respectively, than on other types of investments. Visit www.landingrock.com to obtain the current IDA and CD Marketplace interest rates on your Account. For the CDA Program, Landing Rock will provide you with interest rate information based on your CDA and applicable Program Depository Institution(s).

2. Under federal regulations, Institutions reserve the right to require seven (7) days’ notice before permitting any withdrawal of IDA Program Funds, or, if applicable, CDA Program Funds, from a money market deposit account. While the Program Depository Institutions have not currently indicated their intention to exercise such right, a Program Depository Institution may, at any time, choose to do so which may delay your withdrawal.

3. CD maturity dates, rates of interest and/or interest payment terms may or may not impact the overall interest rate provided by the IDA Program and CD Marketplace Programs. Also, an Institution may at its discretion offer CDs with different terms and conditions (for example, different rates of interest) relative to its previous CD offerings, which may result in Landing Rock not renewing a CD or depositing your deposited funds in a new CD at an Institution under the Programs.

4. In the event of a failure of an Institution, FDIC or NCUA procedures and/or other procedures may result in a delay in your ability to access your Program Funds or CDA Program Funds in that Institution. Also, with respect to CDs, the FDIC may pay off CDs prior to maturity or transfer the CDs to another depository institution, which may or may not be an institution. If the CDs are transferred to another institution, Landing Rock may be offered a choice of retaining the CDs at a lower interest rate or having the CDs paid off. If the CD is paid off prior to maturity as a result of the issuing institution’s insolvency, the issuing institution exercises a right to call the CD or a voluntary early withdrawal, Landing Rock may be unable to reinvest your funds at the same rate as the original CD.

5. If one or more CDs are utilized in your IDA, there may be a delay in accessing your IDA Program Funds deposited in the one or more CDs depending on the timing of your request for access of such funds relative to the maturity date, interest payment terms and/or other terms in the one or more CDs. Such delay may be caused due to early withdrawal provisions in a CD, which require Landing Rock to abide by the issuing Institution's process for early withdrawal from the CD. This risk also applies to all Program Funds invested in the CD Marketplace Program.

6. If you have on deposit in a single Institution funds (e.g., Program Funds, plus deposits, including the CDs, that you hold directly, plus deposits you hold through an intermediary) in an amount that exceeds the SMDIA or SMSIA for a recognized category of account ownership (currently \$250,000), federal deposit insurance coverage will not be available for the excess funds. You are solely responsible for monitoring your deposits in Institutions.

7. If, in the IDA Program and CD Marketplace Program, you opt-out of one or more Program Depository Institutions, the maximum level of federal deposit insurance coverage available under the Program will decrease by \$250,000 per excluded Program Depository Institution. To the extent the number of Program Depository Institutions remaining in the IDA Program is insufficient to provide up to \$25,000,000 of federal deposit insurance for your Program Funds, we will advise you of this at the time you opt-out of the Program Depository Institution.

8. Until your funds are received in investable form and processed by the Institutions, your funds may not be fully insured. For example, if you send us funds via ACH transaction or wire transfer, there will be a period between when you send such funds to us, when such funds are sent to and received by Customers Bank or other Intermediary Bank and when such funds are then deposited into, and received in investable form by the Program Depository Institutions. During such a period, your funds may be held at Customers Bank, our custodian, or other Intermediary Bank intraday, overnight or over the weekend to the next bank business day or longer before being received in investable form by the Program Depository Institutions. During any period when your funds are held at any Intermediary Bank, any amount in excess of the then current SMDIA for a recognized category of account ownership (currently, \$250,000) will not be covered by FDIC insurance.

II. Detailed Terms and Conditions

A. Account Types

The Programs are open to many types of accounts, including single ownership accounts; joint ownership accounts; business accounts (such as accounts of a corporation, partnership, or unincorporated association); accounts held by an agent, escrow agent, nominee, guardian, custodian, trustee, executor or conservator; annuity contract accounts; revocable trust accounts; accounts held by a depository institution as

the trustee of an irrevocable trust; irrevocable trust accounts; UTMA and UGMA accounts; and accounts held by government depositors.

The Programs are not currently available to IRA accounts; however, they may be in the future. The Programs also are not currently available to foreign account holders (*i.e.*, US or non-US citizens residing outside of the US or non-US incorporated or organized entities), however, it may in the future.

If you are an Agent/Fiduciary, you hereby represent and warrant that you hold escrow accounts, trust accounts and/or other accounts of various customers of yours and/or beneficial owners (none of whom is a US or non-US citizen residing outside of the US or a non-US incorporated or organized entity), and you understand and agree that the IDA(s), CD Marketplace(s) or CDA(s), respectively, will serve as an omnibus account, which will hold funds of your customers and/or beneficial owners and that you will be solely responsible for maintain an appropriate accountings identifying what portion of funds held in the IDA(s), CD Marketplace(s) or CDA(s), respectively, at any one time, and at all times, belong to your various customers and/or beneficial owners. Under no circumstances will it be our responsibility to maintain such an accounting, provided, however, that you agree to provide us with direct access to such accounting upon request.

B. Eligibility

The Programs are only available to persons or entities that can form a legally binding contract under applicable law. If you are an individual, you must be at least 18 years of age.

Landing Rock may, in its sole discretion, refuse your enrollment in the Programs, or suspend or terminate your Account for any reason whatsoever, including but not limited to, if Landing Rock believes your Account may be used for illegal purposes.

You hereby agree to provide Landing Rock with your correct US tax identification information.

c. Landing Rock as Agent

By enrolling in one or more Programs, you hereby appoint Landing Rock to act on your behalf under these Terms and Conditions.

In operating the Programs, Landing Rock, or its custodian acts as your agent to route your Program Funds or CDA Program Funds, respectively, to and from FDIC-insured banks and NCUA-insured credit unions. Landing Rock is a deposit broker under FDIC regulations. Landing Rock is not a bank and is not a federally insured entity. Your ownership interest in your Account is reflected in the records that Landing Rock keeps in the regular course of its business. All funds in your Account are routed to and from, and held by, any Intermediary Bank or the Program Depository Institutions. Customers can at any time log in to the “My Account” section of our website or call the Landing

Rock Customer Service Department at 888-579-1473, Monday - Friday, 9 a.m. – 5 p.m., ET to confirm the Program Depository Institutions at which their funds are held, or, for the IDA Program, to opt-out of any Program Depository Institution.

For the IDA Program and CD Marketplace Program, Landing Rock shall establish and maintain omnibus accounts in Customers Bank, its custodian or other applicable Intermediary Bank(s) and the Program Depository Institutions on your behalf and on behalf of other Landing Rock customers in the Program. For DTC CDs in the CD Marketplace Program, Landing Rock shall establish and maintain omnibus accounts at the applicable Broker-Dealer(s) on your behalf and on behalf of other Landing Rock customers investing in DTC CDs. The account at each Institution that holds your IDA and/or CD Marketplace Program Funds will be an omnibus interest- bearing FDIC- or NCUA-insured money market deposit account and will hold the Program Funds of many customers. Landing Rock may also deposit such Program Funds into one or more CDs issued by one or more Program Depository Institutions, respectively, as well as renew or close such CDs, at its sole discretion and without advance notice to you. Landing Rock will deposit your Program Funds into, and withdraw them from, the Program Depository Institutions as set forth in these Terms and Conditions. Landing Rock has selected the Program Depository Institutions, subject to your opting-out of any Program Depository Institutions from holding your Program Funds in accordance with these Terms and Conditions.

For the CDA Program, Landing Rock will provide you with account information based on your CDA and applicable Program Depository Institution(s).

Landing Rock's policy is to comply with the industry practice of "segregating assets", including The Office of the Comptroller of the Currency ("OCC") handbook guidelines concerning segregation of assets and record keeping of those assets. In addition, Landing Rock strives to meet the OCC's adopted security regulations (12 CFR 12.3 and 17 CFR 450.4) for holding securities in segregated accounts.

D. Allocation of Funds to Institutions

Landing Rock allocates up to the SMDIA or SMSIA, as applicable, of your IDA Program Funds to any single Program Depository Institution. Currently, a total maximum of up to \$25,000,000 in federal deposit insurance protection is available under the IDA Program. You can visit Landing Rock's website at www.landingrock.com to obtain the current total maximum federal deposit insurance protection available under the IDA Program. Any amounts over \$25,000,000 will not be accepted for deposit pursuant to the IDA Program. If you wish to deposit more than \$25,000,000, you may wish to consider establishing a CD Marketplace or CDA Program account, as described above and in **Appendix A** hereto. If you are interested in Landing Rock's CDA Program, please contact Landing Rock for more information.

Visit www.landingrock.com or contact Landing Rock Customer Service at 888-579-1473 to review your balances at each of the Program Depository Institutions as of the most recent bank business day, and other Program information.

FDIC or NCUA deposit insurance coverage is available for your Program Funds up to the SMDIA or SMSIA, as applicable, which is currently \$250,000 for each recognized category of account ownership at each

Program Depository Institution. For deposits, including CDs, held in each recognized category of account ownership, the SMDIA or SMSIA applies to the *total amount* of any Program Funds you hold in a single Program Depository Institution through the Program, *plus* any deposits you hold directly in the same Program Depository Institution, *plus* any deposits you hold in the same Program Depository Institution through any other intermediaries.

The maximum amount of Program Funds eligible for FDIC or NCUA insurance coverage shall not exceed the then current SMDIA or SMSIA for each recognized category of account ownership *multiplied* by the number of participating Program Depository Institutions (except for any Program Depository Institutions that you have chosen to exclude), *less* any deposits that you hold directly or through other intermediaries in the same Program Depository Institution(s) in the same FDIC-recognized category of account ownership.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov. For questions about NCUA insurance coverage, you may call the NCUA at 800- 755-1030 or visit the NCUA's web site at www.ncua.gov.

E. FDIC and NCUA Deposit Insurance for Recognized Categories of Account Ownership; Multi- Tiered Fiduciary Relationships:

To ensure that your Program Funds, or if applicable, CDA Program Funds, are protected by FDIC or NCUA insurance to the fullest extent possible under the Program, you should understand how FDIC and NCUA insurance applies to each recognized category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors. In general, the NCUA-recognized categories of account ownership include single ownership accounts; certain revocable trust accounts; accounts held by a corporation, partnership, or unincorporated association; certain joint ownership accounts; irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information about

FDIC insurance can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330, and complete information about NCUA share insurance can be found at the NCUA's regulations set forth at 12 C.F.R. Part 745 and Appendix.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the then current SMDIA (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Program Funds or, if applicable, CDA Program Funds, are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements. The NCUA's regulations do not specifically address insurance coverage for accounts with multiple levels of fiduciary relationships. Consequently, if your Program Funds or, if applicable, CDA Program Funds, are beneficially owned through multiple levels of fiduciary relationships, the availability of pass-through insurance may vary on a case-by-case basis, and we strongly recommend that you exclude any NCUA-insured credit union from holding your Program Funds or CDA Program Funds, or seek further information about NCUA insurance coverage by calling the NCUA at 800-755-1030.

The title to an Account established by an escrow agent or escrow company on behalf of one or more principals must be vested as "[name of escrow agent or escrow company], as [escrow agent/company] for [name(s) of principals]". The escrow agent or escrow company must maintain appropriate records regarding the identification of the principal(s) that own the funds in the Account and the amount of funds owned by each principal. These records must be maintained in good faith and in the regular course of business. Only bona fide escrow arrangements will be recognized as such for federal deposit insurance purposes.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's website at www.fdic.gov. For questions about NCUA insurance coverage, you may call the NCUA at 800-755-1030 or visit the NCUA's web site at www.ncua.gov. You also may wish to utilize the FDIC's Electronic Deposit Insurance Estimator, or "EDIE," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html> or the NCUA's Share Insurance Estimator, which is found at <https://www.mycreditunion.gov/share-insurance-estimator-home>. Other information regarding FDIC insurance coverage may be found at the "Deposit Insurance" section of the "Quick Links for Consumers & Communities" on the FDIC's web site at <http://www.fdic.gov/quicklinks/consumers.html>.

Other information regarding NCUA share insurance coverage may be found at www.mycreditunion.gov or www.ncua.gov.

F. Intermediary Bank

Landing Rock utilizes Customers Bank, its custodian and/or one or more other banks (each, individually, an “**Intermediary Bank**”) for its clearing account to route funds in the Programs. In particular:

- Funds deposited into your Account are routed by Landing Rock through an Intermediary Bank or its custodian and deposited into the Program Depository Institutions.
- Funds withdrawn from your Account are routed from the Program Depository Institutions through an Intermediary Bank or its custodian.

Each Intermediary Bank and its custodian is a separate FDIC-insured depository institution. You hereby authorize and direct Landing Rock, on your behalf and without notice to you, to route your Program Funds or CDA Program Funds to and from an Intermediary Bank or its custodian. Landing Rock does not guarantee the financial condition of any Intermediary Bank or its custodian, or the accuracy of any publicly available information concerning any Intermediary Bank or its custodian. Landing Rock is not responsible for any insured or uninsured portion of any deposits at any Intermediary Bank or custodian. You expressly give your consent to Landing Rock providing your customer account information to any Intermediary Bank or custodian for purposes of your involvement in the Program.

Your Deposit Funds may be held at an Intermediary Bank or its custodian intraday, overnight or over the weekend to the next bank business day or longer before being received in investable form by the Program Depository Institutions. During any period when your funds are held at an Intermediary Bank or custodian, any amount in excess of the then current SMDIA for a FDIC-recognized category of account ownership (currently, \$250,000) will not be covered by FDIC insurance.

G. Institutions

Your IDA and CD Marketplace Program Funds or CDA Program Funds will be held in accounts at Institutions. Existing clients and their financial advisors can review the current list of Program Depository Institutions for the IDA Program and the CD Marketplace Program on our website upon logging in (www.landingrock.com).

For the CDA Program, Landing Rock will provide you with Program Depository Institutions information based on your CDA and applicable Program Depository Institution(s).

Each Institution is a separate FDIC- or NCUA-insured bank or credit union. None of the Institutions are affiliated with Landing Rock. You can obtain publicly available financial

information for FDIC-insured Institutions at the FDIC's website at www.fdic.gov; or by contacting the FDIC's Division of Information and Research by writing to Federal Deposit Insurance Corporation, Division of Information and Research, 550 17th Street, N.W., Washington, D.C. 20429-9990; or by calling the FDIC's Division of Information and Research at 877-275-3342. You can obtain publicly available financial information for NCUA-insured Institutions at the NCUA's website at www.ncua.gov; or by contacting the NCUA by writing to National Credit Union Administration, 1775 Duke Street, Alexandria, VA 22314; or by calling the NCUA's Consumer Assistance hotline at 800-755-1030. While Landing Rock will only place funds in Institutions that are considered well capitalized, Landing Rock does not guarantee the financial condition of any Institution, or the accuracy of any publicly available information concerning an Institution. Landing Rock is not responsible for any insured or uninsured portion of any deposits at any Institution. You expressly give your consent to Landing Rock providing your customer account information to Institutions for purposes of your involvement in the Programs.

Landing Rock may add additional Program Depository Institutions and remove Program Depository Institutions at its sole discretion and without advance notice to you. Except for any Institution that you have excluded by opting out of the Institution under the IDA Program or CD Marketplace Program, your Program Funds may be held in any of the Program Depository Institutions, and in any order that Landing Rock determines is appropriate. Landing Rock may transfer your Program Funds between Program Depository Institutions at its sole discretion at any time.

For the IDA Program, each account at a Program Depository Institution will be an omnibus interest-bearing federally insured deposit account and will hold the IDA Program Funds of many customers. Each account at a Program Depository Institution may also include one or more CDs. In the case of the CD Marketplace Program, all accounts will hold CDs exclusively. We require that those accounts, including CDs, be titled in the books and records of the banks as "Landing Rock Group LLC, as Agent, for its Deposit Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others" or a similar title. We require that those accounts be titled in the books and records of the credit unions as "Landing Rock, as agent for members or those otherwise eligible to maintain an insured account" or a similar title. Accounts will be similarly held at a Broker-Dealer with respect to all DTC CDs.

The Program Funds placed in accounts at Institutions by Landing Rock or its custodian on your behalf and on behalf of other customers, and the Program Funds placed in a DTC CD at a Broker-Dealer, constitute a direct obligation of the applicable Institutions or Broker-Dealer and are not directly or indirectly an obligation of Landing Rock. In the event an Institution rejects additional deposits, withdraws entirely from the IDA Program or CD Marketplace Program, or is terminated from participation in the IDA Program or CD Marketplace Program, you hereby authorize and direct Landing Rock, on your behalf and without notice to you, to move your Program Funds to another federally insured depository institution or to return the funds to you. You have the right to instruct Landing Rock to exclude a particular Institution in the IDA Program or CD Marketplace

Program from holding your Program Funds by opting out of the Institution, as set forth below.

H. Ability to Exclude a Program Depository Institution

In the IDA Program and CD Marketplace Programs, you may exclude any Institution from holding your Program Funds by opting out of the Institution during the enrollment process at www.landingrock.com. You can also do this at any other time (i) in the “My Account” section of Landing Rock’s website (www.landingrock.com) or (ii) by calling Landing Rock’s Customer Service at 888-579-1473, or (iii) by sending a letter of instruction to Landing Rock Group LLC, Attention: Customer Service, P.O. Box 1220, Manhasset, N.Y. 11030.

There will be a delay between the time Landing Rock receives your request for exclusion and the time that your Program Funds are removed from the excluded Institution(s).

If you exclude one or more Program Depository Institutions, the maximum level of federal deposit insurance coverage available under the IDA and CD Marketplace Programs will decrease by \$250,000 per excluded Institution. To the extent the number of Program Depository Institutions remaining in the applicable Program(s) is insufficient to provide up to \$10,000,000 of federal deposit insurance for your Program Funds, we will advise you of this at the time you exclude the Program Depository Institution.

In the CDA Program, Landing Rock customers cannot exclude any Program Depository Institution from holding CDA Program Funds.

I. Failure of a Program Depository Institution

If FDIC or NCUA deposit insurance payments become necessary because of the failure of an Institution, payments of principal plus unpaid and accrued interest *up to* the then current SMDIA or SMSIA (as applicable) for each recognized category of account ownership will be made to you. There is no specific time period during which the FDIC or NCUA must make insurance payments available, and payments may be made in two or more installments. Further, you may be required to provide certain documentation to the FDIC or NCUA before insurance payments are made.

J. Account Fees and Charges

The current list of fees that you will be charged under the IDA and CD Marketplace Programs are contained in this document under Exhibit A (or, for Agents/Fiduciaries, please see Exhibit B). Such fees may be changed by Landing Rock at any time by giving such notice as may be required by applicable law.

There are no Account opening fees imposed under the IDA Program or CD Marketplace Program. However, you will be charged a monthly minimum deposit fee if an average monthly balance of \$100 (or an average monthly balance of \$1,000,000 for Agents/

Fiduciaries) is not maintained in your Account for that month. In addition, Landing Rock imposes other fees depending on the Program features and services that you use.

For the CDA Program, Landing Rock will provide you with details on monthly minimum deposits, balances, transfer requirements, fees and other terms and conditions based on your CDA and applicable Program Depository Institution(s).

Landing Rock reserves the right to charge you for specific costs incurred in processing special transactions, including but not limited to, special research services.

K. Interest Rates

To obtain the current interest rates for the IDA Program, CD Marketplace Program, or CDA Program, visit www.landingrock.com or contact Landing Rock Customer Service at 888-579-1473. The interest rate applicable to your Program Funds or CDA Program Funds also will be indicated on your periodic statements.

Interest rates paid on funds you deposit to your Account are determined pursuant to Landing Rock's agreements with its Program Depository Institutions and are subject to change at any time. Interest rates on DTC CDs are determined based on availability of DTC CDs through Broker-Dealers and are subject to change at any time. The interest rate may fluctuate daily. Landing Rock may offer tiered interest rates which may be based on asset levels. Customers with larger balances may be paid higher rates than those with smaller balances or vice versa.

Interest will be calculated daily and posted monthly. Interest will accrue on your deposits from the day they are received in investable form by the Program Depository Institution through the day preceding the date of the withdrawal. Interest is calculated by applying a daily periodic interest rate to your Account balance. The daily rate is $\frac{1}{365}$ (or $\frac{1}{366}$, in a leap year) of the applicable annual rate. The rate you earn on your deposits may be higher or lower than the rates available to depositors transacting with Program Depository Institutions directly or with other depository institutions in comparable accounts. You should compare the terms, rates of return, required minimum amounts, charges and other features of the Program with other accounts and investment alternatives.

For the CDA Program, Landing Rock will provide you with additional terms and conditions regarding interest rates based on your CDA and applicable Program Depository Institution(s).

L. Deposits to Your Account

There is a \$100 minimum initial deposit (or \$1,000,000 minimum initial deposit for Agents/Fiduciaries) required to enroll in the IDA Program and CD Marketplace Program. There is no minimum amount required for subsequent deposits to your IDA or CD Marketplace, unless you are an Agent/Fiduciary, in which the minimum amount required

for subsequent deposits to your IDA or CD Marketplace is \$1,000,000 per deposit (unless stated otherwise).

For the CDA Program, there is a minimum initial deposit of \$1,000,000. Landing Rock will provide you with additional deposit information based on your CDA and applicable Program Depository Institution(s).

You may send deposits to your Account under the IDA Program, CD Marketplace Program or CDA Program via Wire Transfer or request Landing Rock to retrieve deposits for your Account by ACH.

1. ACH.

a. ACH initiated by you. You must enter your deposit request via the Landing Rock website. Once the ACH deposit has been posted to Landing Rock's account at the Intermediary Bank, Landing Rock will immediately process your deposit request. It typically takes two bank business days (and sometimes longer) for an ACH to be received after it has been initiated by your bank. Please note that due to ACH rules, once deposits are posted to your Landing Rock IDA they will be designated as available funds after approximately three business days for business (non-consumer) accounts and 61 calendar days for personal (consumer) accounts. Until that time, the funds will be unavailable for withdrawal. ACH instructions are available on the website.

b. ACH initiated by Landing Rock at your request. You must enter your deposit request via the Landing Rock website. The website will provide you with the option to request the deposit amount to be retrieved via ACH from your account by Landing Rock. Landing Rock will only retrieve funds from accounts that have been established by you and verified by Landing Rock. It typically takes two bank business days (and sometimes longer) for an ACH to be received by the Intermediary Bank after it has been initiated by Landing Rock. Please note that due to ACH rules, once deposits are posted to your Landing Rock IDA they will be designated as available funds after approximately three business days for business (non-consumer) accounts and 61 calendar days for personal (consumer) accounts. Until that time, the funds will be unavailable for withdrawal. ACH instructions are available on the website.

2. Wire Transfer initiated by you. You must first enter your deposit request via the Landing Rock website before transferring funds to Landing Rock's Intermediary Bank. Funds received via wire transfer by the Intermediary Bank are credited to your Account on the same bank business day, *provided* that the wire is received prior to 3:00 p.m. (ET) (or such other time as stated on our website from time to time) on the date of receipt. Otherwise, such funds shall be credited to your Account the next bank business day. Call Landing Rock Customer Service at 888-579-1473 for wiring instructions or visit our website.

Landing Rock assumes no responsibility for delays in the receipt of deposits. Your deposits will not commence receiving the full extent of federal deposit insurance as described in these Terms and Conditions until your deposits are received and processed by the Program Depository Institutions. All deposits must be in U.S. dollars.

As mentioned above, Landing Rock does not hold your deposits – your Program Funds or CDA Program Funds are at all times held by the Institutions or held or being routed through certain Intermediary Banks or Broker-Dealers in case of DTC CDs. Your Account ownership at Landing Rock will be in book-entry format, so you will not receive a passbook or a certificate. You may not bypass Landing Rock and place funds intended for deposit in your Account directly with any Program Depository Institution or the Intermediary Bank or Broker-Dealer in case of DTC CDs. Landing Rock reserves the right to refuse additional deposits to any Account as to which, in its sole opinion, the activity is excessive, or for any other reason.

M. Withdrawals from Your Account

There is no minimum period that your IDA Program Funds must remain on deposit and there are no fees for withdrawals, regardless of amounts or frequency. CD Marketplace Program Funds are subject to the terms of the applicable non-DTC CDs. DTC CD Program Funds are subject to the terms of the applicable DTC CDs. For the CDA Program, Landing Rock will provide you with additional withdrawal information based on your CDA and applicable Program Depository Institution(s).

You may make withdrawals from your IDA via the website at any time or by calling Landing Rock Customer Service at 888-579-1473. Withdrawals from your Account may not exceed your total account balance in your Account.

1. **Telephone.** Withdrawals by telephone are not permitted.
2. **ACH.** To make a withdrawal by ACH, you may do so via the website and we will process the ACH withdrawal on that day, *provided* it is a bank business day and your request has been entered by you prior to 3 PM ET. Otherwise, such requests will be processed by us on the next bank business day. Funds will be deposited into your linked account on the date that is two bank business days after such processing date.
3. **Wire Transfer.** To make a withdrawal by wire transfer you may do so via the website and it will be processed on the same day, *provided* that such request is received by Landing Rock prior to 3PM ET. Otherwise, such requests will be processed the following bank business day.

Notwithstanding the above, under federal regulations, Program Depository Institutions reserve the right to require seven (7) days' notice before permitting any withdrawal of IDA or non-DTC CD Marketplace Program Funds. While the Program Depository Institutions have not indicated their intention to exercise such right, a Program Depository Institution may, at any time, choose to do so. You acknowledge and agree

that the choice of the Program Depository Institution(s) from which your Program Funds are withdrawn, in the event you request a withdrawal, shall be at the sole discretion of Landing Rock. Landing Rock assumes no responsibility for delays in the receipt of withdrawn funds.

N. Linked Accounts

Landing Rock will only accept deposit and withdrawal requests to verified linked accounts. Each linked account is verified by micro-deposits and after being verified is available for deposits and withdrawals three business days from verification.

O. Account Statements

Monthly Account statements will be sent to you by electronic delivery. You will not receive a separate statement from the Program Depository Institutions. You should retain all IDA Program, CD Marketplace Program and/or CDA Program statements. Except as otherwise provided in Landing Rock documentation or applicable law, you must notify Landing Rock immediately of any discrepancies noted on your IDA Program, CD Marketplace Program or CDA Program statement.

Statements list deposits, withdrawals, interest earned for the period, year-to-date interest, Program Depository Institutions in which your Program Funds or CDA Program Funds and Broker-Dealer at which your DTC CD funds are held as of the statement date and the amounts at the applicable Program Depository Institutions, or Broker-Dealer with respect to DTC CDs. Note that interest payments on interest bearing CDs will accrue up to, but not including, the interest payment date, the maturity date, or any call date. Also, payment of accreted interest on zero coupon CDs occurs at the CD's maturity date. Thus, the monthly Account statements may report CD interest accrued/ accreted monthly, but not reflect actual interest payment.

P. Authorized Signers and Security Procedures

When establishing your Account, you will designate the Authorized Signer(s) on your Account. The initial Authorized Signer(s) that you designate when establishing your Account has/have authority to add or delete Authorized Signers, but any subsequent Authorized Signer(s) added by an initial Authorized Signer may not add or delete Authorized Signers. You agree that Landing Rock will not manage, review, or hold any responsibility or liability for ensuring that any designated Authorized Signer(s) is/are authorized to act on your behalf, including initiating deposits and withdrawals. You agree to indemnify, defend, and hold Landing Rock and its affiliates and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all claims, causes of actions, demands, losses, liabilities, judgments, and expenses (including reasonable attorney's fees) that you and/or Landing Rock and its affiliates and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns may incur should the Authorized Signer(s) engage in any activity for which the Authorized Signer(s) is/are not authorized to act on your behalf.

You agree that Landing Rock's security procedures described in this Agreement with respect to ACH and wire transfers are commercially reasonable for the size, type, and frequency of the ACH or wire transfers that you expect to initiate. You agree to be bound by instructions, whether authorized or unauthorized, that Landing Rock processes in compliance with these security procedures, unless you have given Landing Rock prior notice of possible unauthorized use as described herein and Landing Rock has had a reasonable opportunity to act on such notice.

Q. Notice of Unauthorized Activity:

1. Deposits and Withdrawals By Fedwire

You should carefully examine your Account statement as soon as you receive it. If you believe that there is an error on the statement, you must notify Landing Rock immediately in writing, but in no event later than 30 days after the delivery date of the statement, or the date when Landing Rock first makes the statement available (e.g., on the Internet), on which the error first appeared. If you fail to receive your statement within a reasonable time after it usually appears, contact Landing Rock promptly. Failure to comply with this notification requirement may bar you from claiming on any error involving your Account.

2. Deposits and Withdrawals by ACH

For the IDA Program, please refer to the "Fees, Electronic Fund Transfers, and Certain Other Additional Terms" in Exhibit A or B, respectively, for information concerning your rights and responsibilities relating to electronic fund transactions, such as on-line bill payment and ACH. The provisions of Exhibits A and B are incorporated into and made a part of these Terms and Conditions. For the CDA Program, Landing Rock will provide you with additional terms and conditions based on your CDA and applicable Program Depository Institution(s).

III. Other Program Terms

A. Days of Operation: Landing Rock is open Monday through Friday, 9:00 a.m. until 5:00 PM ET except for the following holidays as observed by the Federal Reserve Bank of New York - New Year's Day, the Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

B. Joint Account Owners: If your Account is a joint or other multi-party account, any one of the account owners may deposit or withdraw funds from the Account. You hereby authorize Landing Rock to act on the verbal, written or electronic instructions of any of the account owners or Authorized Signers, and Landing Rock will honor the instructions of any such account owner or Authorized Signer. Account owners using the same username and password will be identified as one account owner.

C. Aggregation of Funds in Multiple Accounts: If you open more than one Account in the Programs with the same tax identification information, the funds in all such Accounts are aggregated for the purposes of Landing Rock calculating the \$25,000,000 maximum federal deposit insurance limit available under the Program(s). Depending on the individual facts and the ownership rights and capacities in which funds are held, additional federal deposit insurance may be available. Refer to Section I(C) and II (E) above for further information about FDIC and NCUA insurance.

D. Compliance with Laws: You agree to (a) comply with all applicable laws and regulations and any applicable regulatory directives or orders issued by any regulatory agency or any self-regulatory organization with appropriate jurisdiction in connection with your involvement in the Programs; and (b) reasonably cooperate with and assist Landing Rock in complying with any of its statutory or regulatory obligations relating to the Programs.

E. Account Closure: Any interest remaining in an Account after its closure will be automatically remitted to the Account holder.

F. Power & Authority: You represent and warrant to Landing Rock that you have full power and authority to open an Account and to agree to and to perform obligations pursuant to these Terms and Conditions and other documents or contracts entered with Landing Rock. If you are working with Landing Rock through an Agent/Fiduciary you further represent and warrant that such Agent/Fiduciary is authorized by you to issue instructions and conduct transactions with Landing Rock on your behalf and you acknowledge and agree that Landing Rock shall not be liable to you for acting on any such instructions or transactions initiated or provided by such Agent/Fiduciary on your behalf. Your only remedy for any incorrect or unauthorized instructions or transactions provided to us by your Agent/Fiduciary will be to seek recourse from the Agent/Fiduciary only.

1. In addition, if you are not an individual, you represent and warrant to Landing Rock that (1) you are duly organized, validly existing and in good standing under the laws of its state or jurisdiction of organization, (2) you possess all requisite authority, power, licenses, permits, registrations and franchises and have made all governmental filings to conduct business wherever it conducts business and to execute, deliver and comply with you obligations hereunder and (3) your agreement to these Terms and Conditions and performance hereunder shall not conflict with or violate your governing documents or any law, regulation, decree, demand, order or any other contract or agreement to which it is subject.

G. Inactive Program Funds: Landing Rock and the Institutions and Broker-Dealer(s) may be required by applicable law to turn over (escheat) your Program Funds or CDA Program Funds to a state, typically your state of residence, based on inactivity for a certain time period established by applicable state law. If your Program Funds or CDA Program Funds are turned over to the state, you may be

able to file a claim with the state to recover such funds. Consult the responsible state office in your state for details.

H. Transferability of Account: You may not assign or transfer your Account to any other person or entity, except for a transfer that occurs due to death, incompetence, marriage, divorce or otherwise by operation of law. In such an event, no such transfer shall be binding on Landing Rock or the Program Depository Institutions until sufficient, acceptable documentation has been received by Landing Rock or the Program Depository Institutions in their sole discretion.

I. Assignment by Landing Rock: Landing Rock may assign and transfer its rights and obligations under the Programs, including, without limitation, pursuant to these Terms and Conditions, to one or more of its affiliates or subsidiaries or to any person that acquires all or substantially all the assets of Landing Rock, without prior notice to you and without obtaining your consent.

J. Termination or Suspension of Account: Landing Rock may, in its sole discretion and without any prior notice, terminate your Account and participation in the Program(s) and/or suspend your Account for any period of time.

K. Force Majeure: Except as provided by applicable law, any failure by Landing Rock, any Intermediary Bank, Broker-Dealer or any Program Depository Institution to act, or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions, is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, pandemic, epidemic, act of terrorism, government order, emergency conditions or other circumstances beyond the control of such party, *provided* such party exercised such ordinary care as such circumstances would reasonably require. You agree that any act or omission made by Landing Rock, any Intermediary Bank, Broker-Dealer, or any Program Depository Institution in reliance upon or in accordance with the rules and regulations of the Uniform Commercial Code, or any law, rule, regulation or interpretation of any applicable state or federal agency, shall constitute ordinary care.

L. Your Personal Information: You agree that Landing Rock, Customers Bank, its custodian and/or other Intermediary Bank, the Institutions, Broker-Dealer, and their respective service providers will share information concerning you, your Account, and your participation in the Program(s) in connection with providing the services contemplated by these Terms and Conditions, and may disclose such information to any Landing Rock affiliate in accordance with applicable law or by any subpoena or similar legal process or requested by any regulatory or other government authority, in accordance with Landing Rock's Privacy Policy and/or in accordance with customary banking practices. You agree that Landing Rock, Customers Bank, its custodian and/or other Intermediary Bank, the Institutions, and Broker-Dealers, and their respective service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Programs. For information regarding the collection, processing and use of your personal information

and your rights to limit the use and disclosure of such information, you should refer to the Landing Rock Privacy Policy provided to you at the time you enrolled in the Program(s) and each year thereafter. A copy is also located on our website at www.landingrock.com. This Section shall survive termination or expiration of your Account(s).

M. Limits on Certain Deposit Accounts: Program Depository Institutions may limit transfers from money market deposit accounts to a total of six (6) transfers during a monthly cycle, and certain aggregation rules may apply to transfers from such accounts at the Program Depository Institutions. However, these limits on transfers will not limit the number of times you can access your Program Funds or CDA Program Funds, the interest rate you earn, or the amount of federal deposit insurance coverage for which your Program Funds or CDA Program Funds are eligible.

N. Anti-Money Laundering: You may be required to provide to Landing Rock sufficient information to identify you and verify your identity for purposes of any applicable anti-money laundering laws and regulations, including without limitation the USA PATRIOT Act, the rules and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury (including screening requirements relating to the Specially Designated Nationals and Blocked Persons), and the rules and regulations of applicable federal agencies relating to customer identification programs, all as amended, (collectively, the “**Anti-Money Laundering Laws**”). Any such information provided must be true and correct in all regards. After initial opening, your Account will not be available to accept funds until the compliance review has been completed satisfactorily in Landing Rock’s sole discretion. You hereby agree to indemnify, defend, and hold harmless Landing Rock from and against all actions, claims, liabilities, losses, costs, attorney’s fees, and damages arising from the provision of any incorrect information to Landing Rock. This Section shall survive termination or expiration of your Account(s).

O. Agent/Fiduciary Representations. You hereby represent, warrant and covenant to Landing Rock that you have all requisite licenses and permits required for you to conduct your business as presently conducted, and that all of your escrow customers and/or beneficial owners whose funds will are or will be included in Program Funds and/or CDA Program Funds, their escrow accounts, trust accounts and/or other applicable accounts, and the records and documentation pertaining to such customers, beneficial owners, accounts, records, documents and funds, have been established and are held by you in compliance with all: (i) of your applicable policies, practices and procedures; and (ii) all applicable foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any court, administrative agency, commission or other federal, state or local governmental or regulatory authority or instrumentality or common law applicable to you, your customers, beneficial owners, their escrow accounts, trust account and other applicable accounts and the Program Funds and/or CDA Program Funds, including the Anti- Money Laundering Laws, and anti-money laundering, anti-terrorism or embargoed Persons requirements. You further covenant that you will continue to perform appropriate know-your-customer (“**KYC**”) and due diligence review and protocols, record collection and recordkeeping and updating. You further acknowledge and agree that it is not and will not be Landing Rock’s responsibility to perform such activities with respect to your customers, beneficial owners, and funds. However, Landing Rock has the right to audit such activities, as well as the anti-terrorism or anti-money laundering and Patriot Act compliance-related activities below, done by you or on behalf of or at the direction of you upon receipt of Landing Rock’s written notice, and you agree to cooperate with and provide access to all documents, information and personnel to Landing Rock in connection therewith within ten business days from receipt of written notice. This Section shall survive termination or expiration of your Account(s).

You represent and warrant that you and all of your beneficial owners are in material compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to such persons relating to anti-terrorism or anti-money laundering, including, without limitation, the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”). Neither you nor any of your beneficial owners:

1. is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”).

2. has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

3. is owned or controlled by, nor acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

You represent and warrant that you are in material compliance with the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the “**Patriot Act**”) and all rules and regulations promulgated under the Patriot Act applicable to you, and you covenant that you will, so long as your Program and/or Account remain in effect, you will continue to do so. This Section shall survive termination or expiration of your Account(s).

P. Indemnification: You hereby agree to indemnify, defend and hold Landing Rock and its affiliates and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns, any Intermediary Bank and the Institutions and Broker-Dealers (collectively, the “Indemnified Parties”) harmless from and against all actions, proceedings, claims, obligations, judgments, expenses, charges, liabilities, losses, costs, penalties, attorney’s fees, damages and amounts paid in settlement (collectively, “**Claims**”) in connection with or arising out of your Account and/or your breach of these Terms and Conditions. The Indemnified Parties each have a right to employ its own counsel to participate in such defense, compromise, or settlement at the relevant Indemnified Parties’ own expense. You will not, without the prior written consent of the Indemnified Party or Parties, effect any settlement of any pending or threatened Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Party or Parties unless (i) such settlement includes an unconditional release of the Indemnified Party or Parties in form and substance satisfactory to such Indemnified Party or Parties from all liability on the claims that are the subject matter of such Claims, and (ii) such settlement does not include any statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party or Parties. This Section shall survive termination or expiration of your Account(s).

Q. Legal Process: Landing Rock, any Intermediary Bank, Institution or Broker-Dealer may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which such party reasonably in good faith believes to be valid (collectively, “**Legal Process**”). Except as provided by applicable law, Landing Rock may notify you of such a process by telephone, electronically or in writing. If Landing Rock is not fully reimbursed for its record research, photocopying and handling costs by the party that served the process, Landing Rock may charge such costs to your Account. You hereby agree to indemnify, defend, and hold Landing Rock and its affiliates and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns, any Intermediary Bank, Institution and Broker-Dealer harmless from and against all actions, proceedings, claims, obligations, judgments, expenses, charges, liabilities, losses, costs, penalties, attorney’s fees, and damages in

connection with their compliance with any Legal Process. Landing Rock and its affiliates and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns, any Intermediary Bank, Institution and Broker-Dealer each have a right to employ its own counsel to participate in the compliance, defense, compromise, or settlement in connection with any Legal Process, at the relevant Indemnified Parties' own expense. You further agree that Landing Rock, any Intermediary Bank, Institutions and Broker-Dealers may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Account records are maintained. This Section shall survive termination or expiration of your Account(s).

R. Tax Withholding: Landing Rock may be required to withhold U.S. federal income tax at the prevailing rate on all taxable income payable to certain Account holders who fail to provide their correct taxpayer identification number or to make required certifications, or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on Accounts held by individuals or entities that are neither citizens nor residents of the United States, except for Canadian residents, may not be subject to withholding tax. Please consult your tax advisor for more information.

S. Right of Set-Off: To the maximum extent permitted by applicable law, Landing Rock may charge or set off funds in your Account against indebtedness or obligations you may have to Landing Rock.

T. Limitation on Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LANDING ROCK OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

U. General.

1. **Amendment:** Except as provided by applicable law, Landing Rock may change these Terms and Conditions at any time by giving such notice as may be required by applicable law. This includes Landing Rock's right to add new provisions of the same or a different nature as the then existing Terms and Conditions.

2. **Waiver:** Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any

single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

4. **Entire Agreement:** These Terms and Conditions and any other documents provided by Landing Rock to you in connection with the Program (including the Landing Rock Electronic Fund Transfer Act Disclosure, Privacy Policy, List of Program Depository Institutions, List of Fees, and all Exhibits and/or Appendices attached hereto) constitute the entire agreement among Landing Rock and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, among Landing Rock and you with respect to the subject matter hereof. To the extent of any inconsistency between a provision of these Terms and Conditions and a provision of any such other documents, the provision of these Terms and Conditions shall prevail. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, LANDING ROCK MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE, OR NON- INFRINGEMENT.

5. **Binding Effect:** These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives, and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations, or liabilities under or by reason of these Terms and Conditions.

6. **Governing Law:** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, Landing Rock and the Program Depository Institutions and Broker-Dealers may comply with applicable Intermediary Bank, clearinghouse, Federal Reserve and correspondent bank and broker-dealer rules in processing transactions for your Program Funds and/or CDA Program Funds. You agree that Landing Rock is not required to notify you of a change in those rules, except to the extent required by applicable law.

7. **Disputes:** Except to the extent otherwise provided by applicable law, any action at law or in equity arising out of or relating to these Terms and Conditions

shall be filed only in the courts of the State of New York in the City of New York, or in the United States District Court for the Southern District of New York, and you and Landing Rock hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS.

8. **Interpretative Provisions:** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits and Appendices annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein.

Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in these Terms and Conditions, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. References to any document provided by Landing Rock to you or to any agreement or contract are to that document, agreement or contract as amended, modified, or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms. References to a “**bank business day**” in these Terms and Conditions are those business days when banks are open for business. References to “dollars” or “\$” refer to U.S. dollars.

9. **Anti-Boycott of Israel Verification:** By signing and entering into the Agreement, Landing Rock verifies, pursuant to Chapter 2271 of the Government Code, it is a Company that does not boycott Israel and will not boycott Israel during the term of this Agreement. “Boycott Israel” has the meaning assigned by Section 808.001, Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Anti-Boycott of Energy Companies Verification. By signing and entering into the Agreement, Landing Rock verifies, pursuant Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it is a Company that does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy company” has the meaning assigned by Section 809.001, Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned

subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

10. Anti-Discrimination of Firearm Entity or Firearm Trade Association

Verification: By signing and entering into the Agreement, Landing Rock verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The term does not include a sole proprietorship.

11. Lone Star Infrastructure Protection Act Verification: By signing and entering into the Agreement, Landing Rock verifies, pursuant to Chapter 2274 of the Government Code that (as added by Senate Bill 2116, 87th Legislature Regular Session): that neither Landing Rock, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landing Rock, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code.

12. Anti-Terrorism Verification. Landing Rock hereby represents and warrants that at the time of this Agreement neither Landing Rock, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landing Rock: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

13. **Survival.** This “General” Section shall survive termination or expiration of your Account.

All questions regarding your Account or the Program should be directed to Landing Rock. Clients and their financial advisors may review the current list of Program Depository Institutions on the Landing Rock website.

Version: 052725

Exhibit A

Fees, Electronic Fund Transfers, and Certain Other Additional Terms (Individual Customers – IDA Program)

This Electronic Fund Transfer Act Disclosure (“**EFT Disclosure**”) relates to the electronic fund transfers (the “**Service**”) to or from your Landing Rock Insured Deposit Account (“**Account**”). This EFT Disclosure is provided to **individual consumers who hold an Account and does not apply to the use of the Service by an Account holder that is not an individual.**

Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your username, password, or other means of access (individually and collectively referred to as the “**Code**”) for the Service has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 business days after you learn of the loss or theft of your Code, you can lose no more than \$50 if someone used your Code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Code, and we can prove we could have stopped someone from using your Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If, however, there is an extenuating circumstance that kept you from notifying us with the 60-day time period, we may extend the time periods.

Contact in the Event of Unauthorized Transfers

Tell us IMMEDIATELY if you believe your Code for the Service has been lost or stolen or otherwise compromised, if you believe that an electronic fund transfer has been made without your permission (“Unauthorized Activity”). In the event of any Unauthorized Activity, call: 888-579-1473 or write: Landing Rock Group LLC, P.O. Box 1220, Manhasset, NY 11030.

Business days

For purposes of this EFT Disclosure, our business days are Monday through Friday, 9:00 a.m. – 5:00 p.m., Eastern Time. Certain holidays are not included.

Transfer Types and limitations

Account Access. You may use the Service to:

- Make deposits to your Account through the Automated Clearing House (“**ACH**”) or wire transfer.
- Withdraw funds from your Account online via the website or by telephoning Landing Rock and requesting a withdrawal. The withdrawn funds will be withdrawn via ACH or wire transfer and deposited in your designated checking or savings account. You can authorize either a one-time payment or recurring withdrawals via telephone.

Limitations On Dollar Amounts Of Transfers

- To open your Account, you must make an initial deposit of at least \$100.
- The daily limit for the total amount of transfers through the Service is the cash available in your Account.
- Each individual transfer may be made in any amount not less than \$0.01, and not more than the cash available in your Account.

Limitations on Scheduling of Transfers

- While transfers can be scheduled any time the Service is functioning, transfers can only be initiated on business days.
- If a preauthorized recurring transfer falls on a non-business day, your transfer will be made on the previous business day.
- We must receive your transfer instructions with sufficient lead-time to ensure a timely transfer. Fees
- Inactivity Fee. If you have a zero balance in your Account with no activity for more than 90 days, going forward you may be charged \$15.00 per month. Public entities, such as school districts, are exempt from this fee.
- ACH Transfer Cancellation. If you request a transfer of funds through the ACH initiated by telephone, but then cancel that transfer, you will be charged \$15.00. We will cancel a transfer only if there is sufficient time for us to do so. Public entities, such as school districts, are exempt from this fee.
- Fee for Receipt of Periodic Statements. If we choose to send periodic account statements to you in electronic form, but you ask for them to be provided to you in a paper form, you will be charged \$10.00 per month. Public entities, such as school districts, are exempt from this fee.

Documentation

- Periodic Statements. You will get a monthly account statement.

Preauthorized Transfers

- Right To Stop Payment And Procedure For Doing So. If you have instructed us in advance to make a transfer out of your Account, you can stop any of these transfers. Here's how:
 - Via the website or call us at 888-579-1473 or write to us at Landing Rock Group LLC, P.O. Box 1220, Manhasset, NY 11030, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
 - If you request a transfer of funds through the ACH initiated by telephone, but then cancel that transfer in time for us to stop the transfer, you will be charged \$5.00.

Liability For Failure to Complete Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages that are proximately caused by our failure. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If our system, the payee's system, the telephone system, the Internet, or your personal computer was not working properly, and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire, flood, pandemic, epidemic or government order) prevent the transfer, despite reasonable precautions that we have taken.
- Your Account was subject to legal process or other encumbrance, such as a levy, restricting the payment.
- There may be other exceptions stated in our agreement with you.
- We will not be liable for consequential damages.

Confidentiality

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or

- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- To comply with government agency subpoenas, a summons, or search warrants, or court orders, or
- If you give us your written permission, or
- To the extent allowed by applicable laws, to provide you with access to financial products and services from our affiliated companies.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, please notify us at customerservice@landingrock.com or telephone us at 888-579-1473, or write us at Landing Rock Group LLC, P.O. Box 1220, Manhasset, NY 11030, as soon as you can, if you think your account information is wrong or if you need more information about anything related to your account. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Please retain this information for future reference. Version: 052725

Exhibit B

Fees, Electronic Fund Transfers, and Certain Other Additional Terms (Agents/Fiduciaries – IDA Program)

This disclosure (“**Disclosure**”) relates to the electronic fund transfers (the “**Service**”) to or from your Landing Rock Insured Deposit Account (“**Account**”). This Disclosure is provided to **Agents/Fiduciaries who hold an Account**.

Contact in the Event of Unauthorized Transfers

Tell us IMMEDIATELY if you believe your username, password, or other means of access (individually and collectively referred to as the “**Code**”) for the Service has been lost or stolen or otherwise compromised, if you believe that an electronic fund transfer has been made without your permission (“Unauthorized Activity”). In the event of any Unauthorized Activity, call: 888-579-1473 or write: Landing Rock Group LLC, P.O. Box 1220, Manhasset, NY 11030. To the maximum extent under applicable law, you will be responsible for any losses resulting from Unauthorized Activity.

Business days

For purposes of this EFT Disclosure, our business days are Monday through Friday, 9:00 a.m. – 5:00 p.m., Eastern Time. Certain holidays are not included.

Transfer Types and limitations

- Account Access. You may use the Service to:
 - Make deposits to your Account through the Automated Clearing House (“**ACH**”) or wire transfer.
 - Withdraw funds from your Account online via the website or by telephoning Landing Rock and requesting a withdrawal. The withdrawn funds will be withdrawn via ACH or wire transfer and deposited in your designated checking or savings account.

Limitations On Dollar Amounts Of Transfers

- To open your Account, unless specified otherwise, you must make an initial deposit of at least \$1,000,000, and there is a \$1,000,000 minimum amount required for subsequent deposits to your Account.
- The daily limit for the total amount of transfers through the Service is the cash available in your Account.
- Each individual withdrawal transfer may be made in any amount not less than \$100, and not more than the cash available in your Account.

Limitations on Scheduling of Transfers

- Unless specified otherwise, while transfers can be scheduled any time the Service is functioning, transfers can only be initiated on business days.
- If a preauthorized recurring transfer falls on a non-business day, your transfer will be made on the previous business day.
- We must receive your transfer instructions with sufficient lead-time to ensure a timely transfer.

Fees

Minimum Balance Fee. If you do not maintain an average monthly balance of \$1,000,000 in your Account, you will be charged \$100 per month. Public entities, such as school districts, are exempt from this fee.

- ACH Transfer Cancellation. If you request a transfer of funds through the ACH initiated by telephone, but then cancel that transfer, you will be charged \$25. We will cancel a transfer only if there is sufficient time for us to do so. Public entities, such as school districts, are exempt from this fee.
- Fee for Receipt of Periodic Statements. If we choose to send periodic account statements to you in electronic form, but you ask for them to be provided to you in a paper form, you will be charged \$25 per month. Public entities, such as school districts, are exempt from this fee.

Documentation

- Periodic Statements. You will get a monthly account statement unless there are no deposits to or withdrawals from your Account in a particular month. In any case, you get the statement at least quarterly.

Preauthorized Transfers

- Right To Stop Payment And Procedure For Doing So. If you have instructed us in advance to make a transfer out of your Account, you can stop any of these transfers. Here's how:
- Via the website or call us at 888-579-1473 or write to us at Landing Rock Group LLC, P.O. Box 1220, Manhasset, NY 11030, in time for us to receive your request before the transfer is scheduled to be made.
- If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Liability For Failure to Complete Transfers

To the maximum extent under applicable law, we will have no responsibility for any failure to make a payment, for any reason whatsoever. Under no circumstances will we be liable for any consequential damages.

Confidentiality

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or

- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- To comply with government agency subpoenas, a summons, or search warrants, or court orders, or
- If you give us your written permission, or
- To the extent allowed by applicable laws, to provide you with access to financial products and services from our affiliated companies.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, please notify us at customerservice@landingrock.com or telephone us at 888-579-1473, or write to us at Landing Rock Group LLC, P.O. Box 1220, Manhasset, NY 11030, as soon as you can, if you think your account information is wrong or if you need more information about anything related to your account. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

We will tell you about the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Please retain this information for future reference.

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APPENDIX A

Collateralized Deposit Account Program – General Description

Landing Rock also has available a Collateralized Deposit Account program (“**CDA Program**”). Deposit accounts offered to Landing Rock customers through the CDA Program are secured by a Federal Home Loan Bank Irrevocable Standby Letter of Credit, Surety Bond, pledged collateral, and/or FDIC and/or NCUA insurance in accordance with applicable regulatory and investment requirements (as applicable, the “**Program Security**”). CDs are not available in the CDA Program. The CDA Program requires a minimum initial deposit of \$1,000,000, and up to a maximum of \$500,000,000 of protection per tax ID may be available under the CDA Program. Amounts over \$500,000,000 will not be accepted for deposit.

Because of the protection afforded by the Program Security, Landing Rock may allocate all CDA Program Funds to a single Program Depository Institution. However, Landing Rock may also allocate CDA Program Funds across multiple Program Depository Institutions. The Program Security is intended to provide the primary protection for your CDA Program Funds, and CDA Program Funds may not be insured by FDIC and/or NCUA Insurance. Landing Rock customers cannot exclude any Program Depository Institution from holding CDA Program Funds.

Specific terms governing any particular CDA Program account, including collateral, deposit amount, interest rates, term, withdrawal schedule, fees, and other terms and/or conditions, will depend on the negotiation and agreement of terms acceptable to Landing Rock, customer, and applicable Program Depository Institutions. Please contact Landing Rock to request more information concerning enrollment in the CDA Program.

Note that Landing Rock reserves the right to decline your enrollment or participation in the CDA Program.

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