

## The Demand Deposit Marketplace® (DDM®) Program

### Customer Terms and Conditions as of July 31, 2024

PLEASE READ THESE CUSTOMER TERMS AND CONDITIONS CAREFULLY. BY PLACING OR MAINTAINING FUNDS IN THE DEMAND DEPOSIT MARKETPLACE® PROGRAM, YOU ARE AGREEING TO THESE CUSTOMER TERMS AND CONDITIONS WITH 1ST SECURITY BANK. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND THESE CUSTOMER TERMS AND CONDITIONS. ANY QUESTIONS YOU HAVE REGARDING THE DEMAND DEPOSIT MARKETPLACE® PROGRAM OR THESE CUSTOMER TERMS AND CONDITIONS SHOULD BE DIRECTED TO 1ST SECURITY BANK, PO BOX 97000, LYNNWOOD, WA 98046 OR BY PHONE TO 1-800-683-0973.

#### I. INTRODUCTION

A. The Demand Deposit Marketplace® (DDM®) Program ("**Program**") is offered by 1st Security Bank<sup>1</sup> ("**1st Security Bank**", "**us**", "**we**" or "**our**") to its eligible customers ("**Customer**," "**you**" or "**your**") that have a deposit account with 1st Security Bank, subject to these Customer Terms and Conditions, including the Exhibits hereto, as may be updated from time to time in accordance herewith, ("**Customer T&Cs**") and other disclosures provided to you, from time to time, by 1st Security Bank. These Customer T&Cs set forth the terms and conditions upon which 1st Security Bank, as your custodial agent, will endeavor to place deposits for you into Program Accounts (as defined below) at receiving banks ("**Receiving Institutions**") that are members of the Federal Deposit Insurance Corporation ("**FDIC**").

B. By participating in the Program, you may be eligible to access an expanded level of deposit insurance coverage on any funds on deposit in your Customer Account (as defined in the Customer Authorization and Agency Appointment Form set forth in Exhibit A herein) at 1st Security Bank that *exceeds* the designated balance identified in Exhibit A hereto (or such other target balance as agreed upon between you and 1st Security Bank from time to time) ("**Target Balance**") into Program Accounts at one or more Receiving Institutions under the Program up to the Program Limit, as those terms are defined herein. There is no minimum amount required as an initial or subsequent deposit into the Program.

C. 1st Security Bank acts as your custodial agent with respect to the Program, including with respect to deposits made, and withdrawals from, Program Accounts (defined below), whether directly or indirectly through its agents and/or their third-party service providers. 1st Security Bank engages Stable Custody Group II LLC ("**Stable**") to act as the administrator of the Program and to provide administrative, recordkeeping, agency and other related services to 1st Security Bank. You hereby authorize that engagement and appointment. Those administrative services include the facilitation by Stable, as agent for 1st Security Bank, of the transfer of Program Deposits to and from the Program Accounts at Receiving Institutions under the Program, and the establishment and maintenance of Program Accounts at the Receiving Institutions in the name of Stable (or another custodian as selected by Stable), as agent on behalf of 1st Security Bank, in turn, as your custodial agent. Stable has engaged a Settlement Bank and Custodian (as defined and further described below) to assist Stable in its administration of the Program, including executing such funds transfers. By participating in the Program, you hereby authorize 1st Security Bank to act as your custodial agent for all purposes with respect to the Program, including with respect to the appointment by 1st Security Bank of Stable and such other third-party service providers as 1st Security Bank may select from time to time with or without notice to you. You agree to be bound by all such acts by 1st Security Bank, Stable and such other third-party service providers, whom you further hereby authorize, in turn, to appoint such other agents and third-party service providers as Stable or such other third-party service providers may select from time to time with or without notice to you, including the Settlement Bank and Custodian, and for which you agree to be bound by their acts.

D. Your Eligibility for the Program. The Program is available, in 1st Security Bank's sole discretion, to individuals and other entities, including corporations, public entities and not-for-profit entities, that are eligible to maintain a deposit account at 1st Security Bank. It is your sole responsibility to ensure that the Program satisfies any deposit objectives, guidelines, requirements or laws or regulations applicable to you with respect to the deposit or investment of any funds placed into the Program. In order to obtain access to deposit insurance coverage on Program Deposits under the Program, you must provide the proper tax and other identification information to 1st Security Bank.

E. Additional Information about Stable

1. Stable acts as the administrator of the Program and provides services to 1st Security Bank, such as recordkeeping, administrative, agency, and other services relating to the Program. Stable is not a bank, credit union, broker-dealer, or investment adviser. Stable does not provide any investment-related advice to you or 1st Security Bank.

2. The Program Accounts at the Receiving Institutions are opened and maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage. Stable also administers an allocation process to determine the Receiving Institution(s) into which Program Deposits will be deposited under the Program and maintains records of Program Deposits maintained in the Program Accounts at the Receiving Institutions.

F. Additional Information about Settlement Bank and Custodian

1. You understand that Stable, from time to time, may engage a settlement bank ("**Settlement Bank**") and/or a custodian ("**Custodian**") to assist Stable in its administration of its agency and other duties with respect to the Program. Currently, both the Settlement Bank and Custodian for the overall Program is The Huntington National Bank ("**HNB**"), which is a federally chartered bank and a member of the FDIC. The Settlement Bank and/or Custodian may change, at any time, in Stable's sole discretion, without notice to you.

2. The Settlement Bank is primarily responsible for executing the transfer of Program Funds to and from the Receiving Institutions as a result of deposits to, and withdrawals, of funds from the Program.

3. The Custodian is primarily responsible for performing monthly reconciliations between a custody account at Custodian and the Program Deposits at the Receiving Institutions.

## II. PROGRAM DEPOSITS

A. The funds transferred from your Customer Account at 1st Security Bank to the Program Accounts at the Receiving Institutions under the Program, together with any accrued and posted interest earned thereon that remains held on deposit in the Program Accounts, (collectively, "**Program Deposits**") are held and maintained at one or more Receiving Institutions in an amount up to the then-current standard maximum deposit insurance amount ("**SMDIA**") (currently, \$250,000) per Customer Identifier (as defined below), per Receiving Institution, subject to these Customer T&Cs, including the Program Limit, as described below.

B. Program Deposits may be placed into money market deposit accounts ("**MMDAs**") or demand deposit accounts ("**DDAs**") (collectively, the "**Program Accounts**") at one or more Receiving Institutions. To the extent that any funds on deposit in your Customer Account exceed the Target Balance on any day on which the Federal Reserve Wire Transfer System is open for business and on which Stable is open for business ("**Business Day**"), 1st Security Bank, acting as your custodial agent, will withdraw those excess funds from your Customer Account and sweep those funds into Program Accounts at the Receiving Institutions. To the extent necessary to increase the balance in your Customer Account to the Target Balance on any Business Day, 1st Security Bank, acting as your custodial agent, will effect a withdrawal of such amount from the DDM Program and deposit those funds back into your Customer Account (such that the balance in your Customer Account is maintained at the Target Balance amount). Such transfers are subject to the availability of funds for such transfers.

C. The deposit and processing of funds into the Program may only be made through your Customer Account at 1st Security Bank, subject to any deposit account agreement between you and 1st Security Bank relating to your Customer Account, and cannot be made by you directly through Stable, the Settlement Bank, Custodian or any Receiving Institution or directly through the Program Accounts.

D. Program Deposits may be maintained on your behalf in a Program Account that is a DDA or a MMDA at a Receiving Institution. Receiving Institutions may limit the number of transfers from MMDAs to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Institutions. Those limits on transfers will not limit the number of withdrawals you are permitted to make from your Customer Account at 1st Security Bank, subject to your deposit account agreement for your Customer Account.

E. Settlement of payments to and from 1st Security Bank and the Receiving Institutions under the Program will occur each Business Day. Settlement of custodied funds deposited to and withdrawn from the Receiving Institutions under the Program generally occurs only on Business Days. You may confirm the aggregate principal balance in the Program Accounts as of the preceding Business Day or, after Settlement-related processing, as of that Business Day. Subject to the other terms and conditions of these Customer T&Cs, the deposit and withdrawal of funds in the Program will occur on the next Business Day.

### III. PROGRAM LIMIT; EXCESS FUNDS

A. Notwithstanding anything to the contrary in these Customer T&Cs or otherwise, 1st Security Bank, from time to time, sets a limit on the maximum amount of expanded deposit insurance coverage that you may be eligible to access on Program Deposits under the DDM Program (subject to these Customer T&Cs and applicable laws, regulations, and guidance, including regulations concerning FDIC pass-through insurance), which limit is the amount set forth in Exhibit A hereto (or such other amount as notified to you at any time by 1st Security Bank) (the “**Program Limit**”). The Program Limit is an amount per eligible depositor (e.g., based on TIN), and generally depends on the number of Receiving Institutions in the Program that can receive Program Deposits at any given time.)

B. 1st Security Bank may change the Program Limit at any time by posting a new Program Limit on 1st Security Bank's website at [www.fsbwa.com/1st-insured-cash-sweep](http://www.fsbwa.com/1st-insured-cash-sweep) or otherwise notifying you of the change. To obtain the current Program Limit set by 1st Security Bank, call 1-800-683-0973. Notwithstanding such Program Limit set by 1st Security Bank from time to time:

- The Program Limit may be reduced to an amount that is lower than the Program Limit (which new reduced limit will then become your new Program Limit) if you exclude (“**opt-out**” of) any Receiving Institutions from holding Program Deposits under the Program as more fully described in Section IV.F (Ability to Opt-Out of Receiving Institutions) below.

C. By participating in the Program, 1st Security Bank, as your custodial agent, will transfer any amount on deposit in your Customer Account at 1st Security Bank that *exceeds* the Target Balance into Program Accounts at one or more Receiving Institutions. Those funds generally are not deposited into and received by the Program Accounts at the Receiving Institutions until the first Business Day *after* the Business Day on which those funds are transferred from your Customer Account. The funds are deposited into Program Accounts at Receiving Institutions in an amount up to the then-current SMDIA (currently, \$250,000) per Customer Identifier, per Receiving Institution. Until those funds are deposited into and received by the Program Accounts at the Receiving Institutions, those funds, while on deposit at 1st Security Bank or the Settlement Bank, will only be eligible for deposit insurance coverage up to the then-current SMDIA (currently, \$250,000) per eligible depositor (e.g., based on TIN), per account ownership category. Any funds in excess of the then-current SMDIA (currently, \$250,000), per eligible depositor (e.g., based on TIN), per account ownership category while held at 1st Security Bank or the Settlement Bank will not be eligible for deposit insurance coverage. If 1st Security Bank or Settlement Bank is placed into receivership with the FDIC at a point in time when those funds are on deposit at 1st Security Bank or Settlement Bank, the funds will only be eligible for deposit insurance coverage up to the then-current SMDIA (currently, \$250,000), per eligible depositor (e.g., based on TIN), per account ownership category.

#### D. Excess Funds

1. You may deposit and maintain funds under the DDM Program in excess of the Program Limit. In such case, the funds in excess of the Program Limit (“**Excess Funds**”) will be placed at one or more Receiving Institutions (which may include 1st Security Bank or an affiliated FDIC-insured bank of 1st Security Bank, acting as a Receiving Institution) (when a Receiving Institution holds Excess Funds, such Receiving Institution is known as an “**Excess Institution**” with respect to those Excess Funds). You can speak with 1st Security Bank at any time to confirm the names of the Excess Institutions that hold any Excess Funds you have placed into the Program at any given point in time (however, such name could change to another Receiving Institution at any time). Accordingly, you are solely responsible for reviewing the financial condition of the Receiving Institutions if you place any Excess Funds into the Program.

2. **YOU UNDERSTAND AND ACKNOWLEDGE THAT EXCESS FUNDS THAT ARE PLACED AT ANY EXCESS INSTITUTION ARE NOT ELIGIBLE FOR FDIC DEPOSIT INSURANCE COVERAGE** (subject to applicable laws and regulations that may, if applicable, permit eligibility for additional FDIC deposit insurance). Excess Funds are subject to additional risk based on, among other things, the financial condition of the institutions that hold the Excess Funds.

### IV. PROGRAM ACCOUNTS AT RECEIVING INSTITUTIONS

A. Each Program Account (including the principal balance and any accrued and posted interest in that Program Account) constitutes a deposit liability of the Receiving Institution at which it is held, and is not, directly or indirectly, a deposit liability or other obligation to you of 1st Security Bank, Stable, the Settlement Bank or the Custodian.

B. The Program Accounts at the Receiving Institutions are established and maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage. Each Program Account is recorded in the books and records of Receiving Institution in the name of Stable (or other custodian selected by Stable), as agent or custodian.

C. Each Program Account is a deposit account and holds funds on your behalf, as well as funds on behalf of other customers participating in the Program. The ownership of Program Deposits in each Program Account will be evidenced by an entry in the records maintained by Stable (acting as agent for 1st Security Bank, acting as your custodial agent) for each of the Receiving Institutions at which Program Deposits are maintained on your behalf.

D. You will not be issued any evidence of ownership of a Program Deposit at the Receiving Institutions, such as a passbook or certificate. However, 1st Security Bank will provide you with a summary of all Program Deposits and withdrawals, the name of each Receiving Institution that holds Program Deposits, deposit balance(s) and interest rate either on your periodic Customer Statements, upon request, or a combination thereof.

E. List of Receiving Institutions

1. To receive a current list of Receiving Institutions that may, at any time, hold Program Deposits under the Program (“**List of Receiving Institutions**”), contact 1st Security Bank. The List of Receiving Institutions can be changed by 1st Security Bank at any time, with or without notice provided to you. 1st Security Bank also will make available to you the List of Receiving Institutions either on your Customer Statements, or by contacting 1st Security Bank, or a combination thereof.

2. Stable, as agent for 1st Security Bank, runs an Allocation Process (as defined below) for the allocation of Program Deposits at the Receiving Institutions. At any time during which Program Deposits are maintained in the Program, those Program Deposits may be transferred from one Receiving Institution to another Receiving Institution pursuant to the Allocation Process. See Section V (Allocation Process) for more information.

3. **You are solely responsible for monitoring the Receiving Institutions on the List of Receiving Institutions that may, at any time during your participation in the Program, hold Program Deposits.**

4. You can obtain publicly available financial information concerning any Receiving Institution at <https://www.ffiec.gov/NPWP> or by contacting the FDIC Public Information Center by phone at 877-ASK-FDIC (877-275-3342) from 8:00 am - 6:00 pm ET (Monday-Friday) and 8:00 am - 1:00 pm ET (Saturday), excluding Federal Holidays. You also can receive publicly available information from the National Information Center of the Federal Reserve System at this website address: [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

5. None of 1st Security Bank, Stable, the Settlement Bank or the Custodian guarantee or make any representations or warranties regarding the financial condition of any Receiving Institution or the accuracy of any publicly available financial information concerning a Receiving Institution.

F. Ability to Opt-Out of Receiving Institutions

1. You have the option to exclude (or opt-out of) at any time any Receiving Institution from holding Program Deposits by completing, signing and submitting to 1st Security Bank the “Receiving Institution – Opt-Out Form” attached hereto as Exhibit B. Your opt-out of a Receiving Institution will not be effective until typically, one Business Day *after* the Business Day on which 1st Security Bank receives and acknowledges receipt of the opt-out.

2. If you hold funds (including if funds are held for your benefit) at any Receiving Institution outside of the Program offered to you by 1st Security Bank (whether directly or indirectly, including through other intermediaries, such as broker-dealers), you should opt-out of that Receiving Institution from holding Program Deposits under the Program offered to you by 1st Security Bank. Otherwise, this may negatively affect your access to deposit insurance coverage on Program Deposits. See Article VIII (FDIC Insurance Coverage on Program Deposits) for more information.

3. **You, as Customer, are solely responsible for excluding any Receiving Institutions, if and as needed, to ensure that Program Deposits are eligible to receive deposit insurance coverage.**

V. **ALLOCATION PROCESS**

A. 1st Security Bank (and its agent, Stable) will use your TIN or a unique customer identifier assigned by 1st Security Bank (such TIN or unique customer identifier, your “**Customer Identifier**”) to identify you. Program Deposits will be allocated and deposited to Receiving Institutions according to that Customer Identifier and on the understanding that you are not placing any funds or other deposits at Receiving Institutions (whether through the Program offered to you by 1st Security Bank or outside of the Program offered to you by 1st Security Bank) under more than one identical Customer Identifier.

B. Each Business Day, Program Deposits are allocated by Stable to Receiving Institutions (other than a Receiving Institution that you have opted-out of from holding Program Deposits). Allocations are based on an allocation algorithm determined by Stable for the purposes of providing customers in the Program access to expanded deposit insurance coverage on Program Deposits, up to the Program Limit (the “**Allocation Process**”). Through the Allocation Process, a transfer of funds may occur from one Receiving Institution to another Receiving Institution, and as a result of this process, the Receiving Institutions that hold Program Deposits on any Business Day, and the amount allocated to a Receiving Institution on any Business Day, may *differ* from the prior Business Days. The Settlement Bank and/or Custodian is responsible for the execution of this funds transfer, based on the allocation instructions from Stable. By participating in the Program, you hereby authorize and consent to the Allocation Process with respect to Program Deposits.

C. The Allocation Process is designed to ensure the total amount of Program Deposits (both principal and any accrued and posted interest) allocated to any one Receiving Institution does not exceed the then-current SMDIA (currently, \$250,000) per Customer Identifier, per Receiving Institution up to the Program Limit (other than any Excess Funds which are placed at Excess Institutions). The transfer of Program Deposits from one Receiving Institution to another Receiving Institution as a result of the Allocation Process does not affect the Interest Rate paid to you on Program Deposits.

D. You cannot specify an amount of funds to be allocated to a specific Receiving Institution, but you can opt-out of one or more specific Receiving Institutions from receiving Program Deposits, as set forth in Section IV.F (Ability to Opt-Out of Receiving Institutions), in which case, no Program Deposits will be allocated to that excluded Receiving Institution.

E. The Allocation Process takes into consideration various factors, including the need for certain Receiving Institutions to receive deposits in certain amounts, limits on the amount that certain participating sending institutions are authorized to place under the Program, and limits on the amount that certain Receiving Institutions have agreed to receive under the Program. The Allocation Process may also be affected by various objectives of 1st Security Bank, Stable and/or the Receiving Institutions, including administrative convenience and fees.

## **VI. WITHDRAWALS FROM THE PROGRAM**

A. All withdrawals from the Program are processed through your Customer Account held at 1st Security Bank subject to your Customer Account deposit agreement with 1st Security Bank, and not through the Program Accounts. The withdrawals of some or all Program Deposits from the Program can only be made through your Customer Account at 1st Security Bank and cannot be made by you by contacting either Stable, any Receiving Institution, the Settlement Bank or Custodian.

B. Following the withdrawal of funds by 1st Security Bank on your behalf from the Program Accounts, the deposit of those funds into your Customer Account at 1st Security Bank generally does not occur until the first Business Day *after* the Business Day on which those funds are withdrawn from the Program Accounts at the Receiving Institutions. If you require those funds to be deposited into your Customer Account on the "same day", please contact 1st Security Bank to confirm whether "same-day" deposits from the Program to your Customer Account is available for you and, if so, the cut-off time for a "same-day" withdrawal. It is your sole responsibility to make arrangements with 1st Security Bank to have such funds withdrawn from the Program and deposited into your Customer Account at 1st Security Bank on a "same-day" basis (if available to you).

C. In the event that 1st Security Bank does not receive enough funds to cover your entire withdrawal request, the funding of all or a portion of your withdrawal request could be further delayed.

D. If Program Deposits are held in a MMDA at a Receiving Institution, the return of those Program Deposits to your Customer Account at 1st Security Bank could be delayed as Receiving Institutions can, under applicable law, impose a delay of up to seven (7) days on any withdrawal request from an MMDA.

E. 1st Security Bank may, in its sole discretion, make funds available to you when a pending Program withdrawal has been requested from a Receiving Institution. In such case, 1st Security Bank will provide to you those funds and 1st Security Bank will be entitled to retain an amount equal to the funds that the 1st Security Bank will receive from Receiving Institutions under the Program. With respect to any such amounts, you hereby grant 1st Security Bank a security interest in, and a lien on such funds due from the Receiving Institutions, as your custodial agent pursuant to these Customer T&Cs.

F. If, in a separate agreement, you have granted 1st Security Bank a security interest in the Program Accounts or in any security entitlements or other interests or assets relating to your Program Accounts as collateral for any loan that the 1st Security Bank may have extended to you, 1st Security Bank may decline to honor a request for a Program withdrawal (or decline a transaction from your Customer Account that would give rise to a Program withdrawal) to the extent you pledged your Program Accounts as collateral to 1st Security Bank, and that such a withdrawal would cause your balance in the Program Accounts under the Program to fall below the loan amount or other amount that you have agreed to maintain in your Program Accounts or to which the security interest applies. If, in a separate agreement, you have granted 1st Security Bank a security interest in your Customer Account, 1st Security Bank may decline to honor transactions in the Customer Account in accordance with that separate agreement and any statutory rights of setoff that 1st Security Bank may exercise.

## **VII. PROGRAM RISKS**

A. Your ability to access deposit insurance coverage on Program Deposits maintained at Receiving Institutions under the Program is subject to laws, regulations, and guidance, including regulations concerning FDIC pass-through insurance. The extent of, and limitations on, deposit insurance coverage are discussed in Article VIII (FDIC Insurance Coverage on Program Deposits), which you should review carefully.

B. You are solely responsible for monitoring the aggregate amount of funds that you hold (or that are held for your benefit) on deposit at any Receiving Institution, whether through the program offered to you by 1st Security Bank or outside of the program offered to you by 1st Security Bank, to determine the extent of your eligibility for deposit insurance coverage at that Receiving Institution. Neither 1st Security Bank nor Stable monitors that aggregate amount. The aggregate amount of deposit at a Receiving Institution will include Program Deposits placed at that Receiving Institution under the Program offered to you by 1st Security Bank, as well as any deposits that you hold (or that are held on your behalf) at that Receiving Institution outside of the Program offered to you by 1st Security Bank (whether directly or indirectly, including through other intermediaries, such as broker-dealers). Any amounts in excess of the then-current SMDA (currently, \$250,000) per eligible depositor (e.g., based on taxpayer identification number (TIN)), per account ownership category at that receiving institution will **not** be eligible for deposit insurance coverage (subject to applicable laws which may permit eligibility). You should review the List of Receiving Institutions carefully and opting out of any Receiving Institution at which you hold deposits outside of the Program offered to you by 1st Security Bank. The List of Receiving Institutions may change from time to time, and you may contact 1st Security Bank directly to obtain the most recent list. You are solely responsible for instructing 1st Security Bank to opt-out of any Receiving Institutions from holding Program Deposits for any reason (e.g., if you hold any funds at those Receiving Institutions outside of the Program offered to you by 1st Security Bank).

C. Failure of the Settlement Bank or a Receiving Institution

1. In the event of a failure of the Settlement Bank or a Receiving Institution, and the FDIC is appointed as receiver or conservator of such Settlement Bank or Receiving Institution, there may be a time period during which you may not be able to access Program Deposits held at that Settlement Bank or Receiving Institution.

2. In the event of a failure of the Settlement Bank or a Receiving Institution at any point in time when Program Deposits are held at that Settlement Bank or Receiving Institution, an FDIC claim would be filed on your behalf for an amount of up to the then-current SMDIA (currently, \$250,000) per eligible depositor (e.g., based on TIN) per account ownership category. Although the FDIC typically makes these payments within several days, there is no specific time period during which the FDIC is required to make deposit insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before deposit insurance payments are made.

3. If a Receiving Institution fails at any point in time when Program Deposits are on deposit at the Receiving Institution, those Program Deposits will only be eligible for deposit insurance coverage up to the then-current SMDIA (currently \$250,000) per eligible depositor (e.g., based on TIN), per account ownership category.

4. If the Settlement Bank fails at any point in time when Program Deposits are on deposit at the Settlement Bank, those funds will only be eligible for deposit insurance coverage up to the then-current SMDIA (currently, \$250,000) per eligible depositor (e.g., based on TIN), per account ownership category.

D. Risk of Uninsured Funds. As further set forth in Section VIII.A.5 (Program Deposits Held at Settlement Bank), any funds placed into the Program will **not** be eligible for expanded deposit insurance coverage up to the Program Limit under the Program at any time *before* those funds are received by, and become deposits at, Receiving Institution. Similarly, funds will not be eligible for access to expanded deposit insurance coverage up to the Program Limit under the Program *after* those funds are withdrawn from Receiving Institution. If you cannot accept the risk associated with uninsured deposits in those or in any other circumstances, it will be your sole responsibility to make alternative arrangements with 1st Security Bank to have such funds deposited into the Program on a “same-day” basis (if available), collateralized, protected by a properly executed repo sweep agreement, or otherwise adequately protected, in a manner consistent with applicable law. If you cannot accept the risk of having uninsured deposits, and you cannot implement an alternative arrangement to adequately protect those deposits, you should not deposit funds through the Program.

## VIII. DEPOSIT INSURANCE COVERAGE

A. Deposit Insurance Coverage on Program Deposits

1. FDIC deposit insurance protects an eligible depositor against the loss of their insured deposits in the event an FDIC-insured bank or savings association that holds those deposits fails by being placed in receivership or conservatorship.

2. For purposes of determining your eligibility for deposit insurance coverage on funds placed at a Receiving Institution under the Program, your Program Deposits maintained by 1st Security Bank, as your custodial agent, at that Receiving Institution under the Program will be *aggregated* with any other deposits that you hold or that are held for your benefit (whether directly or indirectly, including through other intermediaries, such as broker-dealers), at that Receiving Institution. If the *aggregate* amount of deposits at a Receiving Institution exceeds the then-current SMDIA (currently, \$250,000) per eligible depositor (e.g., based on TIN), per account ownership category, the excess funds will **not** be eligible for expanded deposit insurance coverage (subject to applicable laws which may permit eligibility). For purposes of determining your eligibility for deposit insurance coverage on funds that you hold (or that are held for your benefit) at a Receiving Institution, all Program Deposits maintained by 1st Security Bank, as your custodial agent, at that

Receiving Institution under the Program will be *aggregated* with any other deposits that you hold or that are held for your benefit (whether directly or indirectly, including through other intermediaries, such as broker-dealers), at that Receiving Institution.

3. If you hold any Program Deposits in a fiduciary capacity for others (and not in your own capacity), the beneficial owners of those funds (and not you) may be entitled to pass-through FDIC deposit insurance coverage on those Program Deposits, up to the then-current SMDIA (currently, \$250,000), per eligible depositor (e.g., based on TIN), per account ownership category, per Receiving Institution. Section VIII.B (FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships) below provides more information about the special requirements for pass-through FDIC deposit insurance coverage for fiduciary relationships.

4. *Recordkeeping.* The records that 1st Security Bank and Stable, as our agent, maintains reflecting ownership of Program Deposits under the Program will be used to establish your eligibility for FDIC deposit insurance coverage. Accordingly, you are solely responsible for notifying 1st Security Bank of any changes in ownership information so that there is accurate information to provide to the FDIC if a Receiving Institution or the Settlement Bank fails and a FDIC claim needs to be submitted for your insured deposits.

5. *Program Deposits Held at Settlement Bank*

a. Under the Program, the transfer of funds to and from the Program Accounts at the Receiving Institutions generally occurs on the Business Day *after* the Business Day on which that transfer is made. (Contact 1st Security Bank to see if such funds may be eligible for “same-day” transfer.) Until funds are received and deposited into the Program Accounts at the Receiving Institutions, those funds will not be on deposit at the Receiving Institutions, but would be considered to be on deposit at either 1st Security Bank or Settlement Bank, as applicable. In such case, you would only be eligible for deposit insurance coverage on funds held at 1st Security Bank or Settlement Bank up to the then-current SMDIA (currently, \$250,000), per eligible depositor (e.g., based on TIN) per account ownership category. Any funds in excess of that amount at either 1st Security Bank or Settlement Bank would not be eligible for deposit insurance coverage.

b. If any deposits are held by you (or for your benefit) at Settlement Bank outside of Program Deposits through the Program offered to you by 1st Security Bank, and the aggregate amount of deposits held by you (or for your benefit) at Settlement Bank (whether through the Program offered to you by 1st Security Bank or outside the Program offered to you by 1st Security Bank) *exceeds* the then-current SMDIA (currently, \$250,000), per eligible depositor (e.g., based on TIN), per account ownership category, the excess funds will not be eligible for deposit insurance coverage.

6. *Program Deposits Held at Receiving Institutions*

a. Once received and deposited into the Program Accounts at the Receiving Institutions, Program Deposits are maintained on your behalf at the Receiving Institutions in a manner designed such that they do not exceed the then-current SMDIA (currently, \$250,000) per Customer Identifier, per Receiving Institution, subject to Section III.D (Excess Deposits Above Program Limit). Program Deposits are allocated to one or more Receiving Institutions according to the Allocation Process set forth herein.

b. If you participate in the Program through 1st Security Bank as well as through another financial institution (including any affiliate of 1st Security Bank), it is possible that your Program Deposits may be allocated to the same Receiving Institution under both Programs. This is because Program Deposits under the Program are allocated to Receiving Institutions based on a Customer Identifier, and 1st Security Bank may use a Customer Identifier that is different from the Customer Identifier used by such other financial institution. **For this reason, you should opt-out of the same Receiving Institution from holding Program Deposits under more than one deposit placement program in which you participate (whether administered by Stable or another administrator).**

c. In addition, if you have more than one Customer Account or other account at 1st Security Bank (or any of its affiliates) for which you participate in the Program, and the aggregate balances deposited from those Customers Accounts or other accounts into a Receiving Institution under the Program *exceeds* the then-current SMDIA (currently, \$250,000), per eligible depositor, per account ownership category, those excess funds will not be eligible for deposit insurance coverage. You should opt-out of the same Receiving Institution from receiving Program Deposits under the Program through more than one Customer Account or other account at 1st Security Bank or any of its affiliates.

d. None of 1st Security Bank, Stable, the Settlement Bank or the Custodian are responsible for any insured or uninsured portion of any deposits at any Receiving Institution or guarantee the financial condition of any Receiving Institution.

## B. FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

1. In general, the FDIC-recognized account ownership categories (an “**account ownership category**”) 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.

2. The FDIC’s regulations impose special requirements for obtaining pass-through deposit insurance coverage, up to the then-current SMDIA (currently, \$250,000) per eligible depositor (e.g., based on TIN), per account ownership category, for multiple levels of fiduciary relationships. In these situations, in order for deposit insurance coverage to pass through to the true beneficial owners of the funds, it is generally 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 Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

3. The FDIC insures deposits according to the ownership category in which the funds are insured and how the accounts are titled. It is important that you understand how FDIC deposit insurance applies to each account ownership category. The rules that govern these categories of account ownership are detailed and complex, and there are many nuances and exceptions. Further information can be found at the FDIC’s regulations set forth at 12 C.F.R. Part 330. You should seek your own legal advice, if needed. For questions about FDIC deposit insurance, you may visit the FDIC’s web site at [www.fdic.gov](http://www.fdic.gov) or contact the FDIC by letter, email or telephone.

4. You also may wish to utilize “EDIE The Estimator,” the FDIC’s electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC deposit insurance 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>. None of 1st Security Bank, Stable, the Settlement Bank, Custodian or Receiving Institution is responsible for any losses resulting from the placement of any funds through the Program that are not eligible for deposit insurance coverage. In addition, none of 1st Security Bank, Stable, Settlement Bank, Custodian or Receiving Institution can provide you with legal advice with respect to applicable laws, regulations, and guidance, including FDIC regulations concerning pass-through insurance.

## IX. **ADDITIONAL PROGRAM TERMS**

### A. Interest

1. You may earn interest on Program Deposits held at the Receiving Institutions. Your interest is calculated using a simple interest accrual methodology, calculated daily, and paid on a monthly calendar basis. The interest you earn will be added to your principal and remain in the Program Accounts at the Receiving Institutions.

2. Your interest rate on Program Deposits is set by 1st Security Bank (“**Interest Rate**”). Contact 1st Security Bank with any questions about your Interest Rate. 1st Security Bank may change the Interest Rate at any time. Contact 1st Security Bank to receive your current Interest Rate. In addition, your Interest Rate and Annual Percentage Yield (APY) will be available to you on DepositView. Interest rates paid to you are net of fees payable to 1st Security Bank and Stable.

3. The rate of interest you earn on Program Deposits may be higher or lower than the rates available to depositors making non-Program Deposits with Receiving Institutions directly, through other types of accounts at 1st Security Bank, or with other depository institutions in comparable accounts. In the event of the failure of a Receiving Institution, no interest is earned on Program Deposits from the time such Receiving Institution is failed until FDIC insurance coverage payments are received.

4. You are solely responsible for comparing the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other deposit accounts. There is generally no minimum period that your funds must remain on deposit under the Program, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time from the Program.

### B. Fees.

1. The administrator of the Program, Stable, earns fees based on the amount of funds maintained at Receiving Institutions under the Program, including Program Deposits. 1st Security Bank also may earn fees for its services with respect to the Program.



2. Each Receiving Institution pays to Stable a fee, in an amount determined by Stable and such Receiving Institution, for services related to Program Deposits maintained at that Receiving Institution. In general, this fee is based on Program Deposits (both principal and accrued and posted interest) at the Receiving Institution. The fees payable to Stable and, if applicable, 1st Security Bank, may vary among Receiving Institutions. In addition, 1st Security Bank and Stable may, in turn, pay fees to their service providers or other third parties, including Settlement Bank and Custodian, in connection with the Program.

3. The fees paid to Stable and, if applicable 1st Security Bank, can reduce the interest rate paid to you on Program Deposits. If you placed funds into deposit accounts directly at a Receiving Institution, you may earn a higher interest rate than the rate paid to you by placing funds at the Receiving Institution through the Program.

#### C. Customers Statements

1. 1st Security Bank will provide you with periodic statements of your Program Deposits at Receiving Institutions ("**Customer Statements**"). Your Customer Statement will include the total amount of your opening and closing balances under the Program, account activity (*i.e.*, deposits and withdrawals under the Program and posted interest earned on Program Deposits), the balances held at the Receiving Institutions as of the date specified in the Customer Statement, the interest amount you earned on Program Deposits for the period covered by the Customer Statement and, if applicable, Annual Percentage Yield Earned ("**APYE**") with respect to Program Deposits.

2. You will not receive a separate customer account or other statement from the Receiving Institutions relating to Program Deposits held at the Receiving Institutions.

3. If, at any time, between receiving your Customer Statements you wish to know the balances held at any Receiving Institution, please contact 1st Security Bank [or log into DepositView to obtain that information].

4. The account information available in your Customer Statements and on the DepositView portal will be the only evidence that you receive of your ownership of Program Deposits at the Receiving Institution under the Program. You should retain those Customer Statements for your records.

5. You must notify 1st Security Bank immediately of any discrepancies noted in your Customer Statement and in no event later than thirty (30) days after the date of the Customer Statement in which the problem or error first appeared.

#### 6. DepositView® Portal

a. We may offer you access to the DepositView® portal, where you can view account information about Program Deposits, including balances (principal and any interest) at the Receiving Institutions, your Interest Rate and Annual Percentage Yield (APY) and the list of the Receiving Institutions that you have opted-out of from holding Program Deposits. You may confirm your aggregate balance in each Program Account at the Receiving Institutions at any time, by calling 1st Security Bank or through the DepositView portal. Interest earned on Program Deposits is paid and posted to the Program Account on a monthly basis no later than the fifth business day of the following month.

b. Your access to and use of the DepositView portal is subject to the DepositView Terms and Conditions that appear at the bottom of the DepositView® portal prior to log-in (and you hereby agree to those DepositView Terms and Conditions by agreement to these Customer T&Cs and/or participation in the Program). To access the DepositView portal, you must create login credentials. You must not share those login credentials with any other person not authorized by you. You may permit other authorized users to access the DepositView portal on your behalf (*e.g.*, if you are a company, you may wish to appoint an authorized employee to access Depositview on your company's behalf). Such user will have full access to all information in DepositView relating to Program Deposits in the Program, and any functionality through DepositView. You are solely responsible and liable for your and all such users' acts and omissions.

D. Tax Reporting. The interest that you receive from Program Deposits under the Program is generally fully subject to state and federal tax. If required by the U.S. Internal Revenue Service ("**IRS**"), Reich and Tang will send you an IRS Form 1099-INT (or equivalent) each year, showing the amount of interest income you have earned on Program Deposits held in the Program Accounts at the Receiving Institutions. You will not receive a Form 1099-INT if you are not a citizen or resident of the United States

#### E. Your Personal Information

1. 1st Security Bank may provide information that identifies you, including your name, your TIN or other Customer Identifier, the names of Receiving Institutions that you opt-out of from holding Program Deposits, your Interest Rate, and other information relating to Program Deposits and participation in the Program ("**Your Personal Information**") to any affiliate or third party that provides services in connection with the Program, including Stable, the Settlement Bank, the Custodian, the Receiving Institutions and their respective affiliates and service providers. Such parties are only permitted to use Your Personal Information for legitimate business needs

in connection with providing services in connection with the Program, including the administration, recordkeeping, and operation of the Program, or as otherwise legally required by those parties. 1st Security Bank or those parties also may provide Your Personal Information to the FDIC in connection with a deposit insurance claim made on your behalf.

2. Except as described above, 1st Security Bank will not provide Your Personal Information to any other third party unless 1st Security Bank reasonably determines that it is (i) required by applicable law or regulation to do so, or (ii) permitted by applicable law or regulation to do so and 1st Security Bank has reasonable grounds to provide Your Personal Information in order to protect the legal interests of 1st Security Bank, Stable, Settlement Bank, Custodian or Receiving Institutions in connection with the Program. You authorize 1st Security Bank, Stable, the Settlement Bank, Custodian or Receiving Institutions to use any data, information or analysis assembled, compiled or developed by them in connection with the Program in an aggregated form, as long as it does not identify you specifically. Your personal information at 1st Security Bank is subject to the Bank's published Privacy Policy, a copy of which can be obtained at any branch office, by calling 1-800-683-0973 or on our website at [www.fsbwa.com/privacy-policy](http://www.fsbwa.com/privacy-policy).

3. 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 contact 1st Security Bank. If you are a consumer, the use of your non-public personal information is governed by the privacy policy of 1st Security Bank. Contact 1st Security Bank at 1-800-683-0973 to obtain a copy of that privacy policy or visit the Bank's website at [www.fsbwa.com/privacy-policy](http://www.fsbwa.com/privacy-policy).

#### F. 1st Security Bank's Use of Program Features

1. 1st Security Bank may be eligible to participate in a feature of the Program under which, when 1st Security Bank places deposits (including Program Deposits on your behalf) into the Program, 1st Security Bank receives deposits (in equal or other amounts) that have been placed into the Program by other sending institutions participating in the Program (and, in such case, 1st Security Bank pays fees to Stable for receiving those deposits) ("**reciprocal feature**"). Alternatively, 1st Security Bank may choose to participate in a feature of the Program where 1st Security Bank only sends funds into the Program (without receiving funds from other sending institutions under the Program) ("**send-only feature**").

2. Regardless of whether 1st Security Bank participates in the reciprocal feature or send-only feature of the Program, you will receive interest on Program Deposits at the Interest Rate (as described in Section IX.A (Interest) above). If 1st Security Bank participates in the reciprocal feature, the fees that 1st Security Bank pays to Stable for receiving those deposits may affect the determination of the Interest Rate paid to you. If 1st Security Bank participates in the send-only feature, this also may affect the determination of the Interest Rate paid to you. You hereby authorize 1st Security Bank to participate in the reciprocal feature or send-only feature, and you agree that 1st Security Bank may use a feature with greater benefits to you, to 1st Security Bank, to Stable or any of those parties.

#### G. Not an Investment Advisor

1. Neither 1st Security Bank nor Stable is acting as an investment advisor to you, and neither 1st Security Bank nor Stable are responsible for advising you about alternative investment or other options. The Program is not an investment product. The primary objective of the Program is to provide you with convenient access to expanded deposit insurance coverage on Program Deposits and is not intended for investment enhancements or higher rates of returns or profits.

2. 1st Security Bank does not have any obligation to monitor Program Deposits at the Receiving Institutions or to make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should contact 1st Security Bank to learn about other options for your deposits.

H. Sweep Account Disclosure of "Deposits" Funds swept from 1st Security Bank into Program Accounts at each Receiving Institution are "deposits" within the meaning of 12 U.S.C. § 1813(l) and are insured by the FDIC up to the then-current SMDIA (currently, \$250,000), per eligible depositor (e.g., based on TIN), per legal ownership category, per Receiving Institution.

I. Article 8 of Uniform Commercial Code. For purposes of Article 8 of the Uniform Commercial Code, 1st Security Bank will act as your securities intermediary for, and will treat as financial assets, the Program Accounts and all of your security entitlements and other related interests and assets with respect to the Program Accounts, and 1st Security Bank will treat you as entitled to exercise the rights that constitute the Program Accounts. All interests that 1st Security Bank holds for the Program Accounts will be held by 1st Security Bank only as your securities intermediary and will not be property of 1st Security Bank. You will be the owner of all of Program Deposits (principal and accrued interest thereon) in the Program Accounts.

J. Government Agency Deposit Restrictions. Under certain state, municipal, or local laws, governmental agencies in those states, municipalities or localities may be permitted to place deposits through a deposit placement network, but subject to certain restrictions or requirements. If you are a governmental agency, or otherwise subject to restrictions on the placement of deposits by you (whether in your own capacity or in a fiduciary capacity for others), you are solely responsible for determining whether deposits placed

into the Program through these Customer T&Cs satisfies those restrictions or requirements. Neither 1st Security Bank nor Stable can provide you with legal or other advice in regard to those requirements – you should seek your own legal advice.

K. Inactive Accounts. 1st Security Bank, Settlement Bank, Custodian or a Receiving Institution may be required by law to turn over (escheat) Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state, you may file a claim with the state to recover the funds.

L. Transferability of Program Deposits. Program Deposits may not be transferred by you except in connection with a change in ownership of your Customer Account with 1st Security Bank that is linked to your participation in the Program. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received and accepted by 1st Security Bank.

M. Termination of Program and Customer T&Cs

1. Either party may terminate these Customer T&Cs and its participation in the Program on written notice to the other party. In addition, if your Customer Account at 1st Security Bank is closed for any reason, these Customer T&Cs and your participation in the Program will immediately terminate. The obligations of each party will survive termination with respect to any funds deposited in the Program at the time of termination (together with Section X (General Provisions) and other provisions specified to survive termination. Upon termination of your participation in the Program, 1st Security Bank will cause a withdrawal request to be sent to the Receiving Institutions to request withdrawal of all Program Deposits at the Receiving Institutions. Those withdrawn funds will be deposited into your Customer Account at 1st Security Bank, subject to the terms of these Customer T&Cs.

2. If, at any time, outside of the withdrawal process relating to your Target Balance, you wish to terminate the Program and withdraw funds from the Receiving Institutions, please contact 1st Security Bank and 1st Security Bank can facilitate your termination of the Program.

N. Mutual Institution and Subscription Rights: Program Deposits may be placed in a Program Account at a Receiving Institution that is in the mutual form of organization. Such a Program Account will be identified on the books of that mutual institution as described in Section VIII.A (Deposit Insurance Coverage on Program Deposits) and not in your name. None of 1st Security Bank, Stable, Settlement Bank or Custodian will attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Program Account as of an applicable record date.

O. Binding Effect: These Customer T&Cs 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 Customer T&Cs, 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 Customer T&Cs; provided that Stable shall be a third party beneficiary hereof.

P. Indemnification: Limitation of Liability: You agree to indemnify, defend and hold 1st Security Bank, Stable, Settlement Bank, Custodian and the Receiving Institutions (and their respective affiliates) harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. **To the maximum extent permitted by applicable law, in no event shall 1st Security Bank or stable (or their respective affiliates) be liable to you or another person for (A) any loss or damage incurred or allegedly incurred in connection with the program or under these customer T&Cs arising, directly or indirectly from, (I) your negligence, (II) any force majeure event (see Section X, paragraph A for definition of force majeure events), (III) The financial condition of the settlement bank or any receiving institution or the accuracy of any publicly available information about the settlement bank or a receiving institution, or (III) any delay in insurance payment by the FDIC. Without limiting the foregoing, 1st Security Bank (and its affiliates) will not be liable for any indirect, consequential, exemplary, special, incidental or punitive losses or damages of any kind or nature, whether such liability is otherwise, including without limitation, loss of profits goodwill or business interruption, any direct damages that cannot be excluded by applicable law shall, to the maximum extent permitted by applicable law, be limited to those caused only by 1st Security Bank's gross negligence, fraud or willful misconduct in addition, to the maximum extend permitted by applicable law, in no event shall Stable, settlement bank, custodian or any receiving institution (or any of their foregoing parties' respective affiliates) be liable to you or any other person for any losses or damages (direct or indirect) for any reason.**

X. **GENERAL PROVISIONS**

A. Force Majeure Events and Ordinary Care. Any failure by 1st Security Bank, Stable, Settlement Bank, Custodian, or any Receiving Institution to act, or any delay by such party beyond time limits prescribed by law or permitted by these Customer T&Cs, is excused if caused by your negligence or by any failure or interruption of electronic or mechanical equipment, power, communication systems or lines, telephone or other connections, suspension of payments or payment systems by a financial institution, government

restrictions, earthquake, flood, severe or extraordinary weather conditions, natural disasters or other acts of God, fire, acts of war, terrorist attacks, pandemic, insurrection, riot, strikes, labor disputes or similar problems, accidents, actions of government, emergency conditions or other circumstances beyond the reasonable control of such party (any such event, a "**Force Majeure Event**"). You agree that any act or omission by 1st Security Bank, Stable, Settlement Bank, Custodian, or any Receiving Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

B. **Days of Operation.** The Program is designed to operate on all days that are Business Days, subject to the terms and conditions in these Customer Terms and Conditions (T&C's), including any Force Majeure Event.

C. **Disputes.** **Except to the extent otherwise required by applicable law, any disputes arising out of or in connection with the program or these customer Terms and Conditions take precedence over the terms and conditions of the agreement(s) that govern your customer account at 1st Security Bank, including the dispute resolution terms, arbitration terms, choice of law, venue, waiver of jury trial and costs related to dispute resolutions, if any.**

D. **Legal Process.** 1st Security Bank, Stable, Settlement Bank, Custodian and Receiving Institution may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. 1st Security Bank may notify you of such process by telephone, electronically or in writing. You further agree that 1st Security Bank, Stable, Settlement Bank, Custodian and Receiving Institution 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 Program Deposit records are maintained.

E. **Amendment.** These Customer T&Cs may be amended at any time by providing you with 30 days written notice of such amendment. Such notice may be provided to you by any written (including electronic) means, including by printed letter, email message, inclusion on your Customer Statement, or otherwise.

F. **Assignment.** You may not assign these Customer T&Cs, in whole or in part, to any other person, without our prior written consent (and any purported assignment in violation of this provision is void). If there is a change in ownership of your Customer Account with 1st Security Bank that is linked to your participation in the Program pursuant to Section III.Z (Transferability of Program Deposits) above, these Customer T&Cs will automatically be assigned to that new permitted owner and such new permitted owner shall be deemed to have accepted such assignment by his, her or its continued use of the Program, on and from the effective date of that change of ownership.

G. **Waiver.** Any provision of these Customer T&Cs 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.

H. **Severability.** If any term, provision, covenant or restriction of these Customer T&Cs 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 Customer T&Cs shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

I. **Entire Agreement.** These Customer T&Cs constitute the entire agreement between 1st Security Bank and you, and supersede all prior and contemporaneous agreements, understandings, negotiations, representations and proposals, whether oral and written, with respect to the Program and the subject matter hereof. **Exhibit A** and **Exhibit B** (as amended from time to time in accordance with these Customer T&Cs) and the DepositView Terms and Conditions are incorporated into and made part of these Customer T&Cs as if set forth in full herein. To the extent of any inconsistency between the terms of these Customer T&Cs and the terms of the account agreements relating to your Customer Account with 1st Security Bank that is linked to your participation in the Program, the terms of these Customer T&Cs shall prevail with respect to Program Deposits under the Program.

J. **Binding Effect.** These Customer T&Cs shall inure to the benefit of and be binding upon you and 1st Security Bank and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Customer T&Cs, express 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 Customer T&Cs; *provided* that Stable shall be a third-party beneficiary hereof.

K. **Governing Law:** These Customer T&Cs are to be construed in accordance with and governed by the internal laws of the State of Washington 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.

L. Interpretative Provisions. The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. Any singular term in these Customer T&Cs shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in these Customer T&Cs, 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 1st Security Bank 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 Customer T&Cs, the same shall not be construed against either party on the basis of that party being the drafter of such terms. These Customer T&Cs (and any Exhibit hereto) may be executed in counterparts (including by electronic signature), each of which shall be deemed the original, but such counterparts shall, together, constitute one instrument.

M. Survival. Any provision of these Customer T&Cs which contemplates performance or observance subsequent to any termination or expiration of the Customer T&Cs shall survive any termination or expiration of the Customer T&Cs and continue in full force and effect, including Section IX.B (Fees), Section IX.D (Tax Reporting), Section IX.E (Your Personal Information), Section IX.M (Termination), Section IX.P (Limitation of Liability), and Section X (General).