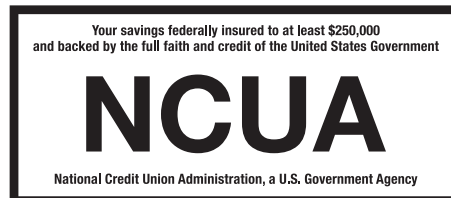




DCU Business Earn More Feature

TERMS and CONDITIONS

Effective July 5, 2023



DCU Business Earn More Feature

Terms and Conditions

Effective: 07/05/2023

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Contact Us

If you have questions regarding the Program, you may contact DCU using any of the methods below.

Call our Information Center at:

800.328.8797

Hours of operation:

Weekdays from 8:00am to 9:00pm and
Saturdays from 9:00am to 3:00pm

Our Information Center is not staffed on
Sundays or holidays observed by DCU

Write to us at:

Digital Federal Credit Union
P.O. Box 9130
Marlborough, Massachusetts
01752-9130
Attention: New Accounts Department

Email us:

dcu@dcu.org or log in to Online Banking and
use the "Secure Email" link under "Contact Us"

Note: Email sent through the "Email DCU" link in
our Online Banking will be encrypted to protect
your personal information. Messages sent through
the Email/Feedback Contact Form on our public
webpage are not encrypted, so you should not
send account numbers or other personal
information through that form.

DCU Business Earn More Feature

Terms and Conditions

Effective: 07/05/2023

I. Introduction

- 1. The Program.** The terms and conditions set forth herein (“Terms and Conditions”) apply to the DCU Business Checking Account with Earn More Feature and supplements DCU’s Business Account Agreement. The Business Earn More Feature is offered as an option to sweep an amount of your cash balances in excess of \$250,000 held in your DCU business share draft (checking) account (“DCU Account”) into accounts at banks and credit unions insured by the Federal Deposit Insurance Corporation (“FDIC”) or the National Credit Union Administration (“NCUA”), respectively (“The Program”). Your Program funds will be deposited in deposit and/or share accounts (“Program Deposit Accounts”) with those receiving banks and credit unions (“Receiving Financial Institutions” or “financial institutions”, and your funds in these financial institutions are hereinafter referred to as “Program Deposits”), subject to the limitations described in these Terms and Conditions. Any balance in your DCU Account in excess of \$250,000 will be swept into the Program up to the Maximum Program Deposit Amount. Any balance in your DCU Account that exceeds the Maximum Program Deposit Amount will remain in your DCU Account and will not be part of the Program. By enrolling in the Program, you agree to these Terms and Conditions, you agree that your Program Deposits will be transferred into the Program, and you appoint DCU as your authorized agent, pursuant to these Terms and Conditions. Stable Custody Group II LLC (“Stable”) operates the Program as an administrator. Unless terminated by DCU, your authorization and agency appointment of DCU shall remain in effect until termination in accordance with these Terms and Conditions, and DCU has been afforded a reasonable opportunity to act on such termination. In these Terms and Conditions, the words “DCU”, “we”, “us”, and “our” mean Digital Federal Credit Union, and the words “you” and “your” mean each DCU accountholder who is bound by these Terms and Conditions. **YOU UNDERSTAND THAT BY ENROLLING IN THE PROGRAM, YOU ARE INSTRUCTING DCU TO DIRECT THE AMOUNT OF YOUR FUNDS IN EXCESS OF \$250,000 HELD IN THE DCU ACCOUNT TO THE PROGRAM DEPOSIT ACCOUNTS UP TO THE MAXIMUM PROGRAM DEPOSIT AMOUNT. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT DCU.**
- 2. Insurance Eligibility.** While your funds are in the DCU Account, your funds are eligible for National Credit Union Administration (“NCUA”) insurance coverage through DCU and are not eligible for Deposit Insurance through the Program. See Section II(5) for additional details.. After your funds in excess of \$250,000 are swept into the Program Deposit Accounts and thereby become Program Deposits, such Program Deposits become eligible for FDIC and/or NCUA insurance coverage (“Deposit Insurance”) at the Receiving Financial Institutions and are not eligible for NCUA insurance coverage through DCU. **IMPORTANT:** your Program Deposits, up to a maximum amount designated by DCU (“Maximum Program Deposit Amount”), will be eligible for Deposit Insurance coverage. See Section II(4)(d) for additional details.
- 3. “Business Day”.** For the purposes of these Terms and Conditions, “Business Day” means any day, except Saturday, Sunday, and federal holidays.
- 4. Risks of the Program.**

 - a. During the Business Day when your Program Deposits are transferred and being deposited into the Program, your funds will be held for a limited amount of time intraday at one Receiving Financial Institution (“Intermediary Receiving Financial Institution”) prior to being allocated and distributed among other Receiving Financial Institutions. While your funds are held intraday at the Intermediary Receiving Financial Institution, to the extent your funds exceed the current SMDIA (defined in Section II(4)(e) below), such funds may be uninsured. Once distributed from the Intermediary Receiving Financial Institution to the Receiving Financial Institutions, the funds will be insured **up to the amount of the Maximum Program Deposit Amount.** Stable has adopted procedures and controls to ensure the movement of funds in a timely manner each day and expects that your funds will be sent by the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions by the close of business each day. However, in the event of a failure of wire transfer systems or communication facilities or other causes beyond Stable’s control, resulting in your funds not being sent from the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions in a timely manner and remaining at the Intermediary Receiving Financial Institution, your funds could, to the extent they exceed the current SMDIA, be uninsured until the next Business Day.

- b. If you have balances in accounts outside of the Program at a particular Receiving Financial Institution, there is a risk that all or a portion of your funds allocated to such Receiving Financial Institution by the Program will not be eligible for Deposit Insurance. See Sections II(4)(f), II(5), and II(7) below for more information.
- c. In the event of a failure of a Receiving Financial Institution, there may be a time period during which you may not be able to access your money. If you have money at a Receiving Financial Institution outside the Program, this will negatively impact the availability of Deposit Insurance for the total amount of your funds held within and outside the Program. If your deposits in a Receiving Financial Institution exceed the then current SMDIA of such financial institution, the excess funds are not covered by the Deposit Insurance.
- d. Where your funds are held in savings deposit and/or share accounts, the return of your funds may be delayed. Receiving Financial Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from a savings deposit and/or share account.

II. Program Terms

- 1. Tax Identification.** To obtain Deposit Insurance in the Program, you must provide proper tax identification information to DCU.
- 2. Relationship with Stable.** Stable is acting as DCU's agent, and DCU is acting as your agent in establishing and maintaining Program Deposit Accounts at Receiving Financial Institutions. The allocation process administered by Stable determines into which Receiving Financial Institution(s) your money will be deposited to achieve up to the maximum amount of Deposit Insurance available to you through the Program, which shall not exceed the Maximum Program Deposit Amount. See Section II(9), Allocations to Receiving Financial Institutions.
- 3. Information about Stable.** The Program, also known as the DDMSM Program with IDEA AllocationSM Feature, is offered by DCU and Stable, a Delaware limited liability company. Stable is not a credit union, bank, broker-dealer, or investment adviser. None of the Receiving Financial Institutions is an affiliate of Stable.
- 4. Sweep Process, Deposits, and Deposit Insurance.**
 - a. You may open and maintain only one DCU Account at a time.
 - b. Your funds intended for deposit into the Program must be placed through a DCU Account and cannot be placed directly by you with Stable or any of the Receiving Financial Institutions.
 - c. You promise that your funds in the DCU Account shall be irreversible and not subject to any lien, adverse claim, or encumbrance.
 - d. Funds are swept from your DCU Account into the Program once each Business Day and the amount of funds subject to the sweep is calculated using the balance at the end of the prior Business Day. DCU will initiate the sweep process on the first Business Day after the Business Day during which your DCU Account is opened. Except as otherwise provided in these Terms and Conditions, DCU will sweep funds in your DCU Account into the Program on the next Business Day. DCU will sweep funds in excess of \$250,000 into the Program until the total amount of your Program Deposits is equal to the Maximum Program Deposit Amount. If the funds to be swept from your DCU Account into the Program would cause your Program Deposits to exceed the Maximum Program Deposit Amount, then such excess funds will remain in your DCU Account.
 - e. Your Program Deposits will be allocated to one or more omnibus Program Deposit Accounts maintained at the Receiving Financial Institutions held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institution, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others." See Section II(9), Allocations to Receiving Financial Institutions. Deposit Insurance coverage is available up to its standard maximum deposit (or share) insurance amount ("SMDIA"), which is \$250,000 per legal category of account ownership at each financial institution. Your Program Deposits are placed into accounts at the Receiving Financial Institutions to provide you with up to \$250,000 of Deposit Insurance coverage per Receiving Financial Institution, subject to certain exceptions described in these Terms and Conditions. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Financial Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Financial Institution fails. Deposit Insurance is backed by the full faith and credit of the United States.
 - f. Because DCU, the Receiving Financial Institutions, and Stable are unaware whether you have any money on deposit outside of the Program in a Receiving Financial Institution, that money will not be taken into account when your funds in the Program

are allocated to a particular Receiving Financial Institution. Therefore, you are responsible for monitoring the list of Receiving Financial Institutions that hold your deposits. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making the same change for all Members. For this reason, DCU will not be able to implement any request to exclude a particular Receiving Financial Institution. See Section I(4), Risks of the Program. For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Financial Institution A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same Financial Institution in the same legal category of ownership, only \$250,000 of your \$260,000 is eligible for Deposit Insurance. Whether Program Deposits are eligible for FDIC or NCUA insurance coverage depends on whether Financial Institution A is an FDIC-insured bank or an NCUA-insured credit union.

- g. In the event that a Receiving Financial Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then-current SMDIA per legal category of account ownership will be made to you. Although the FDIC and the NCUA normally make these payments within a few days of taking possession of a financial institution as receiver, there is no specific time period during which the FDIC or the NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and/or the NCUA before insurance payments are made.
- h. Your account ownership will be evidenced by an entry on records maintained by DCU for each of the Receiving Financial Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit Account, such as a passbook or certificate. AT ANY TIME, YOU MAY VISIT DCU'S WEBSITE OR CONTACT DCU TO OBTAIN A LIST OF RECEIVING FINANCIAL INSTITUTIONS THAT HOLD YOUR FUNDS.

5. Deposit Insurance for FDIC and/or NCUA-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships.

- a. To ensure that your Program Deposits are protected by Deposit Insurance to the fullest extent possible under the Program, you should understand how Deposit Insurance applies to each FDIC and NCUA-recognized category of account ownership.
- b. FDIC Insurance:
 - i. 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. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.
 - ii. FDIC regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the 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 funds in your DCU Account are beneficially owned through multiple levels of fiduciary relationships, you must take steps to comply with these special requirements.
 - iii. 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. 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 insurance coverage may be found at the "Deposit Insurance" section of the "Consumer Resource Center" on the FDIC's web site at www.fdic.gov/resources/consumers/index.html.
- c. NCUA Insurance
 - i. In general, the NCUA-recognized categories of account ownership for member insurance coverage include single ownership accounts; certain joint ownership accounts; certain revocable trust accounts and irrevocable trust accounts; and certain retirement accounts. In addition, the NCUA allows certain account ownership types to be treated as equivalent to members for insurance coverage purposes, although technically not considered members of DCU, including accounts of government entities and other credit unions. Further, if a credit union is classified by the NCUA as a Low-

Income Credit Union, such insurance extends to additional categories of ownership types. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the NCUA's regulations set forth at 12 C.F.R. Part 745.

- ii The NCUA's regulations impose special requirements for obtaining pass-through NCUA insurance coverage (currently up to \$250,000 for each NCUA-recognized category of account ownership) with respect to a pooling of underlying members (including eligible non-members), including for multiple levels of fiduciary relationships. In these situations, in order for NCUA 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, the existence of a relationship which may provide a basis for additional insurance, (ii) to disclose the existence of additional levels of such 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 records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.
- iii For questions about NCUA insurance coverage, you may call the NCUA at 800-755-1030 or visit the NCUA's website at www.ncua.gov. You may also wish to utilize "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at mycreditunion.gov/share-insurance-estimator-home. Other information regarding NCUA insurance coverage may be found at the "Share Insurance" section of the NCUA's website at mycreditunion.gov/share-insurance.

6. Withdrawals

- a. Withdrawals from your Program Deposit Accounts are made through your DCU Account and cannot be made directly by you through Stable or any of the Receiving Financial Institutions. Withdrawals include electronic withdrawals and any other method of debiting your DCU Account that DCU makes available. Funds from the Program Deposits will generally be available to you on the same day you make a withdrawal request. In the event that DCU does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Financial Institutions fail to send funds as instructed by Stable or Receiving Financial Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be delayed.
- b. You agree that DCU may cause your Program Deposits to be withdrawn from the Receiving Financial Institutions at any time in any amount: (a) as required or authorized under these Terms and Conditions or your other agreements with DCU; (b) to satisfy the requirements of any applicable law, rule, or regulation applicable to you, your funds, or any account (including without limitation the Program Deposit(s)); (c) to satisfy any overdraft or other liability owed to DCU under these Terms and Conditions or your other agreements with DCU; or (d) as otherwise authorized by applicable law, rule, or regulation applicable to DCU. DCU may set-off and charge against your DCU Account or Program Deposits, any liability, obligation, or indebtedness that you owe to DCU, including without limitation any line of credit, loan, or other extension of credit made by DCU to you and the amount of any fees and charges owed by you to DCU, in accordance with applicable law. DCU may, but is not obligated to, satisfy any transfer using funds of DCU or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order related to the Program.

7. Ability to Exclude Receiving Financial Institutions

- a. At any time, you can visit DCU's website or contact DCU to obtain the most recent list of Receiving Financial Institutions. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making such change for all Members.
- b. You can obtain publicly available financial information concerning any of the Receiving Financial Institutions at:
 - i For FDIC-insured Receiving Financial Institutions: visit www.ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342).
 - ii For NCUA-insured Receiving Financial Institutions: visit <https://mapping.ncua.gov/ResearchCreditUnion.aspx> or by contacting the NCUA Consumer Assistance Center by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at 800-755-1030.

Neither Stable nor DCU is responsible for any insured or uninsured portion of any deposits at any Receiving Financial Institution or guarantees the financial condition of any Receiving Financial Institution or the accuracy of any publicly available financial information concerning a Receiving Financial Institution.

8. Your Responsibility to Monitor Your Deposit or Investment Options.

Neither Stable nor DCU has any obligation to monitor your accounts or make recommendations about, or changes to, the Program that might be beneficial to you. As returns on the Program Deposits, your personal financial circumstances and other factors change, it may be in your financial interest to change your deposit instructions. You may determine what options are available and the current rates and returns thereon at any time by visiting DCU's website or contacting us in any of the ways listed under "Contact Us".

9. Allocations to Receiving Financial Institutions.

- a. Stable establishes an omnibus Program Deposit Account on behalf of DCU and other sending institutions. You authorize DCU to act as your agent and DCU authorizes Stable to act as its agent at each Receiving Financial Institution holding your funds. The Program Deposit Account constitutes a direct obligation of the Receiving Financial Institution and is not directly or indirectly an obligation of Stable or DCU. In the event a Receiving Financial Institution rejects additional deposits, withdraws entirely, or is terminated from participation, then you authorize and direct DCU and Stable, as an agent of DCU, to move your deposits to another Receiving Financial Institution.
- b. A list of the current Receiving Financial Institutions is available on DCU's website or by contacting us in any of the ways listed under "Contact Us". Each Receiving Financial Institution is a separate FDIC- or NCUA-insured financial institution. Each Receiving Financial Institution has a target level of deposits that it wishes to accept through the Program. Stable may include additional Receiving Financial Institutions to expand the capacity available to underlying customers of the Sending Institutions, including DCU. Receiving Financial Institutions may decide to no longer participate in the Program, or may be removed by Stable for no longer satisfying Program requirements. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions.
- c. The Program allows DCU the ability to provide its Members, including you, with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled "DCU for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others". Each Member's account balance, including yours, will be allocated to each selected Receiving Financial Institution in the same proportion that the total balance of DCU's Business Earn More customers is allocated to each Receiving Financial Institution.

10. Interest and Dividends

- a. As explained in this section, the DCU Account is a product which pays both interest and dividends. In these Terms and Conditions, the DCU Rate Sheet, and related documents, we may refer to "interest" and "interest rate" as "dividend" and "dividend rate", respectively, and vice versa. Your Program Deposits may earn interest (from Receiving Financial Institutions, such as banks and some credit unions, which pay interest) or dividends (from Receiving Financial Institutions, such as some credit unions, which declare dividends), or a combination of the two. The dividends paid to you on funds in your DCU Account are paid by DCU.
- b. The current interest (dividend) rate and the corresponding Annual Percentage Yield or "APY" (annualized rate based on the applicable rate and the compounding period) are provided to you on a separate DCU Rate Sheet at the time of opening your DCU Account, which is incorporated in these Terms and Conditions and may be amended from time to time by posting on DCU's website and providing any other notice, as permitted and/or required by applicable law. The current interest (dividend) rate and APY are always available on our website or by contacting us in any of the ways listed under "Contact Us". The interest (dividend) rate and APY may change after account opening. The interest (dividend) rate and APY may change at any time at DCU's discretion. There are no limitations on the amount by which the rate may change. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. If your DCU Account is closed before interest (dividends) is credited, you will not receive the accrued interest (dividends). Interest (dividends) is compounded and credited monthly. The daily balance method shall be used to determine the amount of interest (dividends) paid. This method applies a daily periodic rate to the principal in the account each day. Interest (dividends) begins to accrue no later than the "day of deposit" (as this term is defined in Section IV, Availability of Funds and Collection of Checks of DCU's Business Account Agreement) into the DCU Account for your deposited cash and noncash items (for example, checks). Specifically regarding dividends, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- c. The interest (dividend) rate may be higher or lower than the rates available to depositors making deposits directly with Receiving Financial Institutions or with other depository institutions in comparable accounts. You should compare the terms, interest (dividend) rates, required minimum amounts, charges, and other features of the DCU Account with other accounts and investment alternatives.

11. Fees.

Each Receiving Financial Institution pays to Stable a fee for its services related to your funds held in the Program at that particular Receiving Financial Institution. DCU may also receive a fee for its services related to the Program and such fees may reduce the rate on the DCU Account. Fees that may be imposed in connection with the DCU Account are disclosed on DCU's Schedule of Fees and Service Charges, a copy of which has been provided to you separately, and you agree to pay any fees and/or charges disclosed to you that DCU may impose related to the DCU Account.

12. Account Statements.

You will receive a periodic account statement from DCU. Interest and dividends earned for the period covered will be displayed as a combined amount labeled as "dividends." You will not receive a separate statement from the Receiving Financial Institutions. You should retain all account statements.

13. Tax Reporting.

Similar to dividends paid by DCU, the interest you receive from your Program Deposits is generally fully subject to state and federal tax. To the extent required, an IRS Form 1099 will be sent to you by DCU each year, showing the amount you have earned from your DCU Account. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

III. Other Terms

1. Termination.

At DCU's sole discretion, and without any prior notice to you, subject to applicable law, DCU may close your DCU Account. You understand that, at any time, you may close your DCU Account. If your DCU Account is closed, your Program Deposits will be returned to DCU and distributed out to you by either, at DCU's sole discretion, depositing such funds into another DCU account or sending to you a check.

2. Arbitration and Class Action Waiver.

The resolution of any disputes or claims between you and DCU related to these Terms and Conditions is subject to the Arbitration part of DCU's Business Account Agreement.

3. Other Agreements.

You understand that your access to, and use of, the DCU Account and DCU's related products and services, including without limitation the Program, will remain subject to the terms and conditions of all existing agreements between you and DCU, including without limitation, DCU's Business Account Agreement. These Terms and Conditions are incorporated into DCU's Business Account Agreement by this reference. Please review our other agreements with you, as applicable, for important information about your rights and responsibilities.



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