



**DCU Business Earn More Feature**

**RECEIVING FINANCIAL INSTITUTION ALLOCATION SUMMARY**

Effective: 01/28/2021

**TARGET BALANCE:** \$ 0.00

**MAXIMUM DEPOSIT AMOUNT:** \$ 2,500,000.00

**RECEIVING FINANCIAL INSTITUTION(S) ALLOCATION:** To review the Receiving Financial Institutions at which your Program Deposits are held, go to [www.dcu.org/freebusinesschecking](http://www.dcu.org/freebusinesschecking)

# DCU Business Earn More Feature Rate Sheet

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INTEREST RATE (DIVIDEND RATE)	ANNUAL PERCENTAGE YIELD (APY)
0.50%	0.50%

This Receiving Financial Institution Allocation Summary and DCU Business Earn More Feature Rate Sheet is incorporated into the DCU Business Earn More Feature Terms and Conditions. Review the DCU Business Earn More Feature Terms and Conditions for important information regarding the Program.

# DCU Business Earn More Feature

## Terms and Conditions

Effective: 01/28/2021

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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  
220 Donald Lynch Boulevard  
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 web  
page 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

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### I. Introduction

- 1. DDM Program.** The DCU Business Earn More (DDM<sup>SM</sup> Program with IDEA Allocation<sup>SM</sup>) feature ("Program") is offered by Digital Federal Credit Union ("DCU", "we", "us", and "our") as an option to sweep an amount of your cash balances held in your DCU business share draft (checking) account ("DCU Account") that exceeds the target balance ("Target Balance"), and up to the maximum Program deposit amount ("Maximum Insured Deposit Amount"), each as stated on the DCU Business Earn More Feature Rate Sheet, incorporated herein by this reference and as amended from time to time, into accounts at FDIC member financial institutions. In the terms and conditions set forth herein ("Terms and Conditions"), the words "you" and "your" mean, individually and collectively, member business and each Authorized Signatory (as this term is defined in the DCU Business Account Agreement). You agree to be enrolled into the Program and be bound by these Terms and Conditions effective as of the date you are enrolled into the Program. Your funds will be deposited in money market deposit accounts ("MMDAs") and demand deposit accounts ("DDAs"; MMDAs together with DDAs, "Program Deposit Accounts") with those receiving financial institutions ("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 herein. By enrolling into the Program, you appoint DCU as your authorized agent pursuant to the Terms and Conditions set forth herein. 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. **YOU UNDERSTAND THAT BY ENROLLING IN THE PROGRAM, YOU ARE INSTRUCTING DCU TO DIRECT THE AMOUNT OF YOUR FUNDS IN THE DCU ACCOUNT THAT EXCEEDS THE TARGET BALANCE TO THE PROGRAM DEPOSIT ACCOUNTS AT THE RECEIVING FINANCIAL INSTITUTIONS. 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 NCUA insurance coverage and are not eligible for FDIC insurance coverage. After your funds are swept into the Program Deposit Accounts and thereby become Program Deposits, such Program Deposits become eligible for FDIC insurance coverage and are not eligible for NCUA insurance coverage. **IMPORTANT:** your Program Deposits will be eligible for FDIC insurance coverage **up to the amount of the Maximum Insured Deposit Amount.** All Program Deposits in excess of the Maximum Insured Deposit Amount will not be eligible for FDIC insurance coverage.
- 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 (as defined in these Terms and Conditions), 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 Insured 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. To the extent that DCU is not able to implement your request to exclude a particular Receiving Financial Institution at which you have existing balances, there is a risk that all or a portion of your funds allocated to such Receiving Financial Institution by the Program will not be FDIC insured.
  - 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 FDIC 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 FDIC deposit insurance.

- d. Where your funds are held in MMDAs, 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 an MMDA. See 12 C.F.R. § 204.2(d)(1).

## II. Program Terms

- 1. Account Eligibility.** In order to obtain FDIC 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 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 FDIC insurance available to you through the Program, which shall not exceed the Maximum Insured Deposit Amount. See Section II(9), Allocations to Receiving Financial Institutions.
- 3. Information about Stable.** Stable is 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 FDIC Insurance.**
  - a. 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. Only one of your DCU Accounts is eligible for the Program at a time.
  - b. You promise that your funds in the DCU Account shall be irreversible and not subject to any lien, adverse claim, or encumbrance.
  - c. Except as otherwise provided in these Terms and Conditions, DCU will sweep any amount of funds in the DCU Account that exceeds the Target Balance into the Program on the next Business Day after the Business Day on which such amount of funds exceeds the Target Balance. If the funds swept from your DCU Account into the Program cause your Program Deposits to exceed the Maximum Insured Deposit Amount, then such excess funds will not be eligible for FDIC insurance coverage. Such excess funds will be allocated among the Receiving Financial Institutions in the same manner as your other funds, See Section II(9), Allocations to Receiving Financial Institutions. 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. **IMPORTANT:** If at any time your Program Deposits exceed the Maximum Insured Deposit Amount, at its sole discretion, DCU may, but is not required to, move your Program Deposits in excess of the Maximum Insured Deposit Amount into a DCU account or terminate your participation in the Program.
  - d. When you are enrolled into the Program, DCU will initiate the sweep process on the first Business Day following the Business Day on which you are enrolled in the Program.
  - 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. FDIC insurance coverage is available up to its standard maximum deposit insurance amount, which is \$250,000 per legal category of account ownership at each financial institution ("SMDIA"). Your Program Deposits are placed into accounts at the Receiving Financial Institutions to provide you with up to \$250,000 of FDIC 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. FDIC deposit insurance protects you against the loss of your insured deposits in the event a Receiving Financial Institution fails. FDIC deposit insurance is backed by the full faith and credit of the United States. Your Program Deposits will not be insured by the National Credit Union Administration.
  - 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 insured by the FDIC.

- 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 normally makes 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 must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC 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 CONTACT DCU TO OBTAIN A LIST OF RECEIVING FINANCIAL INSTITUTIONS THAT HOLD YOUR FUNDS.

## **5. FDIC Deposit Insurance for FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships.**

- a. To ensure that your Program Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership. In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain irrevocable 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.
- b. The FDIC's 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.
- c. For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at [www.fdic.gov](http://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 FDIC's web site.

## **6. Withdrawals.**

- a. Withdrawals from your Program Deposits are made through your DCU Account and cannot be made directly by you through Stable or any of the Receiving Financial Institutions. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your DCU Account are processed through your DCU Account rather than through the Program Deposit Accounts. If your withdrawals from your DCU Account reduce the balance in your DCU Account below the Target Balance at the end of a Business Day, an amount of your Program Deposits sufficient to cover such amount will be automatically withdrawn from the Program Deposit Accounts and deposited into your DCU Account to satisfy such DCU Account withdrawals. Funds from the Program Deposits will generally be available to you on the same day you make the 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 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 Deposit(s), 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. 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 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 <http://www.ffc.gov/nicpubweb/nicweb/nichome.aspx> 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). 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 account 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 contacting DCU.

## **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 the website indicated on the Receiving Financial Institution Allocation Summary or by contacting us in any of the ways listed under "Contact Us". 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; e.g., no longer "well-capitalized" as defined by the FDIC. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions.
- c. The IDEA feature, or Insured Deposit Equal Allocation feature, 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". The omnibus balance is allocated among the Receiving Financial Institutions up to the maximum FDIC insurance coverage at each Receiving Financial Institution. Your Program Deposits will be allocated to each selected Receiving Financial Institution in the same proportion that the total omnibus balance is allocated to each Receiving Financial Institution.

## **10. Interest.**

- a. We may refer to "interest" and "interest rate" as "dividend" and "dividend rate", respectively, in these Terms and Conditions, the DCU Business Earn More Feature Rate Sheet, and related documents.
- b. The interest rate and annual percentage yield are set forth on the DCU Business Earn More Feature Rate Sheet which is posted on DCU's website, incorporated herein, and may be amended by DCU from time to time by posting on DCU's website and providing any other notice, as permitted and/or required by applicable law. Your interest rate and annual percentage yield may change.
- c. At our discretion, DCU may change the interest rate payable through the Program. DCU may change the interest rate payable through the Program at any time. We will notify you of such change by posting an updated DCU Business Earn More Feature Rate Sheet to DCU's website and providing any other notice, as permitted and/or required by applicable law. The interest paid to you is paid by the Receiving Financial Institutions. There are no limitations on the amount by which the interest 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 or your participation in the Program is terminated before

interest is credited, you will not receive the accrued interest. Interest is compounded and credited monthly. The daily balance method shall be used to determine the interest paid. This method applies a daily periodic rate to the principal in the account each day. Interest on Program Deposits begins to accrue no later than the "day of deposit" (as this term is defined in DCU's Business Account Agreement) into the DCU Account for your deposited cash and non-cash items (for example, checks).

- d. The interest 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 rates, required minimum amounts, charges, and other features of the Program 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 interest rate offered through the Program. You agree to pay any fees and/or charges disclosed to you that DCU may impose related to the Program.
- 12. Account Statements.** You will receive a periodic account statement from DCU. Interest earned for the period covered will appear on your account statement. You will not receive a separate statement from the Receiving Financial Institutions. You should retain all account statements.
- 13. Tax Reporting.** 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 of interest income you have earned from your Program Deposits.

### III. Other Terms

- 1. Termination.** DCU may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your DCU Account, your participation in the Program will be terminated and your Program Deposits will be 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. Alternatives to the Program.** By enrolling in the Program, you agree to these Terms and Conditions. You understand that, at any time, you may terminate your participation in the Program. If you terminate, the funds held through the Program will be deposited into your DCU Account.
- 3. 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 the DCU Business Account Agreement.
- 4. Other Agreements.** You understand that your access to, and use of, the Program and DCU's related products and services, including without limitation the DCU Account, will remain subject to the terms and conditions of all existing agreements between you and DCU, including without limitation, the DCU Business Account Agreement. These Terms and Conditions are incorporated into the DCU Business Account Agreement by this reference. Please review our other agreements with you, as applicable, for important information about your rights and responsibilities.



**DCU**<sup>SM</sup>