



Program Information Notice

Program

Demand Deposit Marketplace® (DDM®) with IDEASM Feature ("Program")

Summary of Program

Under the Program, Program Deposits are allocated to Receiving Institutions on the IDEA Eligible Receiving Institution List (as set forth below) up to the number of Receiving Institutions (as set forth below, unless otherwise notified to you by Rogue Credit Union ("RCU") from time to time) using a percentage that is equal to or less than the Maximum IDEA Percentage (as defined in the Member Terms & Conditions). No Excess Funds will be included in the Program. RCU maintains records of your ownership of Program Deposits under the Program.

Program Limit: \$1.5 million per Member identifier (e.g., TIN)

Eligible Member Accounts:

- MyMoney Market

Information about Rogue Credit Union

NCUA-insured credit union Institution

- Rogue Credit Union is a credit union whose deposits are insured by the National Credit Union Administration ("NCUA"), subject to applicable laws, regulations and guidance, including NCUA pass-through deposit insurance requirements. For more information about us, please visit www.roguecu.org.
- **Important Legal Disclosure:** NCUA insurance only covers the failure of an NCUA-insured institution. FDIC insurance only covers the failure of an FDIC-insured institution. Certain conditions must be satisfied for pass-through deposit insurance coverage to apply. See below for a link to the list of the insured institutions with which we have a direct or indirect business relationship for the placement of deposits under the Program, and into which Rogue Credit Union may place deposits (subject to the Program Terms and Conditions).

Information about Settlement Bank and Custodian:

Settlement Bank & Custodian: Citizens Bank, National Association ("Citizens") **Other Information:** Citizens is a federal chartered bank whose deposits are insured by the FDIC, subject to applicable laws, regulations and guidance, including FDIC pass-through deposit insurance requirements. For more information about Citizens, please visit Citizens' website at <https://www.citizensbank.com/>

Information about Receiving Institutions:

As of November 1, 2025, Receiving Institutions include:

- | | |
|---------------------------------------|-------------------------------------|
| • Peapack-Gladstone Bank | • Valley Strong Credit Union |
| • Citibank, National Association | • Harborstone Credit Union |
| • Citizens Bank, National Association | • Morgan Stanley Bank, N.A. |
| • Metropolitan Commercial Bank | • Morgan Stanley Private Bank, N.A. |
| • Bell Bank | • HSBC Bank |
| • Truist Bank | • Sallie Mae Bank |

Number of Receiving Institutions: 8

Other Information: You can obtain publicly available financial information concerning any Receiving Institution at <https://www.ffiec.gov/NPW>. You can obtain publicly available financial information concerning any FDIC-insured bank or savings association 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 can obtain publicly available financial information concerning any NCUA-insured credit union by contacting the NCUA Consumer Assistance



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

Center at 800-755-1030 from 8:00am – 5:00pm ET (Monday-Friday), excluding Federal Holidays. You also can receive publicly available information from the National Information Center of the Federal Reserve System at <https://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx>.

Can I Opt Out of Receiving Institutions? No

You cannot exclude or opt out of any specific Receiving Institution from the IDEA Eligible Receiving Institution List from receiving Program Deposits under the Program. **You are solely responsible for monitoring the Receiving Institutions on the IDEA Eligible Receiving Institution List that may, at any time during your participation in the Program, hold Program Deposits.** If you do not wish to have your funds deposited at any of the Receiving Institutions on the IDEA Eligible Receiving Institution List, you should not participate in the Program.

Same-Business Day Settlement: No

Next-Business Day Settlement:

- Cut-Off Time: 8:00 pm ET

Excess Funds above Program Limit:

- Can RCU sweep or place your funds into the Program above the Program Limit? No

Member Dividends and Interest:

See the RCU Account Rates & Cost Recovery Schedule for details at <https://www.roguecu.org/agreements-and-disclosures>.

Conflict of Interest

RCU acts as your discretionary agent for all purposes with respect to the Program, including the discretion to determine whether, when, and to what extent deposits will be made to, and withdrawals will be made from, Program Accounts. RCU may earn a fee from those transactions, but any fee that may be earned by RCU will not affect your dividend rate or APY which will be calculated as disclosed in this Program Information Notice, the Member Terms and Conditions and your applicable account agreements with RCU. RCU may earn a higher fee if you participate in the Program than if you did not participate.

Other Disclosures:

- Notice Period for Amendments to Member Terms & Conditions: 30 days
- Capitalized Terms. Capitalized terms used in this Program Information Notice have the meaning given to those terms herein or, if not defined herein, shall have the meaning given to those terms in the Member Terms & Conditions.
- Annual Sweep Account Disclosure of "Deposits": Funds swept or placed from Rogue Credit Union, as your agent, 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, per Account Ownership Category, per Receiving Institution, if the Receiving Institution is FDIC-insured. If a Sending Institution is engaged and Sending Institution is an FDIC-insured bank or savings association, funds swept or placed from RCU, as your agent, into the Sending Institution Settlement Account 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 Sending Institution. This is provided to you as your annual sweep account disclosure under 12 C.F.R. 360.8.(e)
- RCU is federally insured by NCUA.



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

Member Agreement and Agency Appointment

Rogue Credit Union ("RCU") participates in a deposit placement network called the Demand Deposit Marketplace® (DDM®) Program with IDEASM Feature (the "Program"). Under the Program, RCU, as your agent, may deposit funds from your checking, savings, or money market deposit accounts into accounts at receiving credit unions that are members of the National Credit Union Administration ("NCUA") and/or receiving banks or savings associations that are members of the Federal Deposit Insurance Corporation ("FDIC") (collectively referred to as "Receiving Institutions").

While RCU may send all or a portion of eligible Program deposits to Receiving Institutions,

- You will continue to have access to your funds via RCU
- You will see your balances via RCU digital banking and on your RCU statements
- RCU will continue to determine the dividend rates paid and fees applicable to your accounts
- RCU will continue to provide your tax statements
- RCU will continue to provide all Member services for your accounts.

By acknowledging and agreeing to this Member Agreement and Agency Appointment Exhibit (this "Agency Appointment") for the Program, you ("Member" or "you") agree to the agency appointment set forth below and the terms and conditions herein. RCU may rely on this Agency Appointment with respect to your participation in the Program.

1. Member T&Cs. Member hereby acknowledges receipt of the Program Member Terms and Conditions ("Member T&Cs"), which are expressly incorporated herein, and agrees to the Member T&Cs. Capitalized terms used in this Agency Appointment have the same meaning given in the Member T&Cs.

2. Agency Appointment & Relationships. In accordance with the Member T&Cs, Member hereby enrolls in the Program and (a) appoints RCU as its agent or sub-agent for all purposes with respect to the Program, including to (directly or indirectly through its agents and sub-agents, including Stable and its respective agents and third-party service providers, including Settlement Bank and Custodian) open and maintain one or more Program Accounts at one or more Receiving Institutions and hold Program Deposits at Settlement Bank and Receiving Institutions, and (b) grants RCU discretionary authority to determine whether, when, and to what extent to place Member assets in, and remove Member assets from, the Program and the Program Accounts. Such Program Accounts shall be held in the name of RCU's agent, Stable (or another custodian as selected by R&T) as agent for the institutions participating in the Program (including RCU) as agent for its Members (including you). Program Accounts also may be held in the name of RCU as agent for its Members (including you). Program Deposits in the Program Accounts are owned beneficially by Member and other Program Members. Member hereby directs RCU, as its agent or sub-agent, to effect deposits to and withdrawals from such Program Accounts at RCU's discretion, pursuant to the Member T&Cs. Member further authorizes RCU to appoint and authorize R&T to administer the Program, including to provide technology services to facilitate deposits to and withdrawals from such Program Accounts. Member further authorizes R&T to engage other agents and third-party service providers, including the Settlement Bank and Custodian, to assist it in administering the Program. Member agrees to be bound by all acts by RCU, R&T and Stable whom Member further hereby authorizes, in turn, to appoint such other agents and service providers 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.

3. This Agency Appointment. This Agency Appointment is effective once RCU receives your acknowledgement of the Agency Appointment and RCU has acknowledged acceptance of and had a reasonable time to act on this Agency Appointment.

If Member wishes to terminate participation in the Program for an Eligible Member Account, Member should notify RCU in writing thereof. This Agency Appointment and the Program shall continue in accordance with the Member T&Cs until RCU has received that written notice of termination and had a reasonable opportunity to act on that written notice.



**DEMAND DEPOSIT MARKETPLACE® (DDM®)
WITH IDEASM FEATURE PROGRAM**

To the extent of inconsistency between this Agency Appointment and the Member T&Cs, the Member T&Cs prevail.

Do not acknowledge this form or proceed with enrolling in this program unless you have read and understand the Member T&Cs relating to the program. By acknowledging this exhibit, you agree that you have read, understood and agree to the Member T&Cs.



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

Member Terms and Conditions

as of September 1, 2025

Important Legal Disclosure: Rogue Credit Union is insured by the NCUA. NCUA insurance covers the failure of an NCUA-insured institution. RCU is not insured by the FDIC. FDIC insurance only covers the failure of an FDIC-insured institution. Certain conditions must be satisfied for FDIC or NCUA pass-through deposit insurance coverage to apply. See program Information Notice for a list of the FDIC- or NCUA-insured institutions with which we have a direct or indirect business relationship for the placement of deposits under the Program and into which we may place your deposits (subject to these Customer Terms and Conditions).

Please read these Member terms and conditions carefully. By placing or maintaining any funds in eligible Member accounts, you are participating in the program and agreeing to these Member terms and conditions with Rogue Credit Union. You acknowledge and agree that you have received, read, and understand these Member terms and conditions. Any questions you have regarding the program or these Member terms and conditions should be directed to us at (800) 479-7928.

I. INTRODUCTION

A. Rogue Credit Union ("Credit Union", "RCU", "us", "we" or "our") makes available the Demand Deposit Marketplace® (DDM®) with IDEASM Feature ("Program") to its Members ("Member," "you" or "your") that have an eligible account (as identified on the Program Information Notice) with RCU ("Eligible Member Account"), subject to these Member Terms and Conditions (including the Exhibits hereto) as may be updated from time to time in accordance herewith ("Member T&Cs") and such other disclosures that RCU may provide to you from time to time with respect to the Program. Under the Program, RCU, as your agent, may endeavor, directly or acting through R&T Deposit Marketplace, LLC d/b/a R&T Deposit Solutions ("R&T") and other intermediaries and agents, to deposit funds from your Eligible Member Account into Program Accounts (as defined below) at receiving banks or savings associations that are members of the Federal Deposit Insurance Corporation ("FDIC") and/or receiving credit unions that are members of the National Credit Union Administration ("NCUA") (collectively referred to as "Receiving Institutions"). By participating in the Program, you may receive an expanded level of FDIC and/or NCUA deposit insurance coverage (collectively referred to herein as "Deposit Insurance") on Program Deposits (as defined below) up to the program limit as identified on the Program Information Notice ("Program Limit"), subject to these Member T&Cs.

B. Certain information referred to in these Member T&Cs about your participation in the Program can be found on the Program Information Notice ("Program Information Notice") which will be provided to you by RCU by any means determined by RCU, including by posting the Program Information Notice on [roguecu.org](https://www.roguecu.org/agreements-and-disclosures) at <https://www.roguecu.org/agreements-and-disclosures>. RCU may update the information in the Program Information Notice at any time by providing the updated Program Information Notice to you by any means determined by RCU, including by posting it on RCU's Online Banking.

C. The Program is available, in RCU's sole discretion, to individuals and other entities, including corporations, public entities and not-for-profit entities, that are eligible to maintain an Eligible Member Account. It is your sole responsibility to ensure that the Program satisfies any deposit or other objectives, guidelines, requirements or laws or regulations applicable to you with respect to the deposit or investment of any funds placed into the Program. To obtain access to Deposit Insurance coverage on Program Deposits under the Program, you must provide the proper tax and other identification information to RCU.

D. Your participation in the Program applies with respect to every Eligible Member Account at RCU under the new or existing membership for which these Member Terms & Conditions and Member Agreement and Agency Appointment ("Agency Appointment") form are acknowledged, or as otherwise agreed or authorized by you. RCU may rely upon such other authorization provided by you for all purposes relating to your participation in the Program, including with respect to the Eligible Member Account to which the Program applies and deposits to and withdrawals from the Program.



DEMAND DEPOSIT MARKETPLACE® (DDM®)
WITH IDEASM FEATURE PROGRAM

E. The minimum amount ("**Minimum Deposit Amount**"), if any, required as an initial or subsequent deposit into the Program will be set forth on the Program Information Notice.

F. RCU acts as your discretionary agent for all purposes with respect to the Program, including with the discretion to determine whether, when, and to what extent deposits will be made to, and withdrawals will be made from, Program Accounts, whether directly or indirectly through RCU's agents, sub-agents and/or third-party service providers, including R&T, Stable, Settlement Bank and Custodian (as those terms are defined below). Information about RCU is included on the Program Information Notice, including if your deposits while maintained at RCU are eligible for Deposit Insurance coverage.

G. RCU engages R&T to act as the administrator of the Program and to provide administrative, recordkeeping, and other related services to RCU. Those administrative and other services include technology to facilitate the transfer of Program Deposits to, and from, the Program Accounts at Receiving Institutions under the Program. R&T's affiliate, Stable Custody Group II LLC ("Stable") establishes and maintains certain Program Accounts at the Receiving Institutions in the name of Stable (or another custodian as selected by R&T) as agent for the institutions participating in the Program (including RCU) as agent for its Members (including you). Program Accounts may be held in the name of RCU as agent for its Members (including you). R&T has also 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 (i) RCU to act as your agent for all purposes with respect to such Program, (ii) the appointment by RCU of Stable as agent for the purpose of holding Program Deposits at Settlement Bank and Receiving Institutions in such agent capacity in connection with the Program (and, thus, your sub-agent) and (iii) RCU's (and its agents' or sub-agents') appointment and use of other agents and third-party service providers as may be selected from time to time with or without notice to you, including, without limitation, the Settlement Bank and Custodian. Additional information about R&T, Stable, the Settlement Bank and Custodian is provided in Sections I.G (Additional Information about Stable), and I.H (Additional Information about Settlement Bank and Custodian) below.

H. You agree to be bound by all such acts described in this section by RCU, Sending Institution and R&T or its affiliates, whom you further hereby authorize, in turn, to appoint such other agents and third-party service providers as RCU or R&T 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.

I. Additional Information about R&T and Stable. R&T acts as the administrator of the Program and provides services to RCU, such as recordkeeping, administrative, agency, and other services relating to that Program. Stable acts as agent for RCU and, thus, your sub-agent for the purpose of holding Program Deposits at Settlement Bank and Receiving Institutions in such agent capacity in connection with the Program. Neither R&T nor Stable is a bank, credit union, broker-dealer, or investment adviser. Neither Stable nor R&T provide any investment-related advice or make any recommendations to you or RCU. You are a Member of RCU and you do not have, and nothing herein or otherwise creates any customer or other direct, indirect or third-party beneficiary relationship between you and R&T or Stable or any duty or obligation (express or implied) owed by R&T or Stable to you, including any fiduciary or disclosure obligation. 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. R&T administers an Allocation Process (as defined below) to determine the Receiving Institution(s) into which Program Deposits will be deposited under the Program and maintains a ledger of allocations of Program Deposits at the Receiving Institutions.

J. Additional Information about Settlement Bank and Custodian. You understand that R&T, from time to time, may engage a settlement bank ("Settlement Bank") and/or a custodian ("Custodian") to assist R&T in its administration of the Program. The name and additional information about the Settlement Bank and Custodian (as applicable) for the overall Program is set forth on the Program Information Notice. The Settlement Bank and/or Custodian may change, at any time, in Stable's or RCU's sole discretion, with or without notice to you. The Settlement Bank is primarily responsible for executing the transfer of Program Deposits to and from the Receiving Institutions as a result of deposits to, and withdrawals, of funds from the Program. The Custodian is primarily responsible for performing reconciliations between a custody account at Custodian and the Program Deposits at the Receiving Institutions. Custodian has appointed Stable as its sub-custodian with respect to the Program, including to open and maintain Program Accounts at the Receiving Institutions in the name of Stable (or another custodian as selected by Stable) and hold Program Deposits in accounts at Settlement Bank and Receiving Institutions as RCU's agent and, thus, your sub-agent. The accounts at the Settlement Bank are maintained in a manner designed to preserve the



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

eligibility of Program Deposits for pass-through deposit insurance coverage. RCU maintains records of the Program Deposits held in such accounts.

K. Additional Information about the IDEASM Feature. Under the IDEASM Feature of the Program, Program Deposits are allocated to Receiving Institutions on the IDEA Eligible Receiving Institution List (up to the number of Receiving Institutions identified in the Program Information Notice (or such other number as notified to you by RCU from time to time) using a percentage that is equal to or less than the Maximum IDEA Percentage (defined below) in order to obtain expanded Deposit Insurance coverage on the Program Deposits, up to the Program Limit. In connection with your participation in the IDEASM Feature of the Program, RCU maintains your underlying records. The IDEASM Feature allows RCU the ability to provide you with access to the Program without having to disclose Your Personal Information (defined below) to the Receiving Institutions, Settlement Bank, Custodian, or Stable except as set forth in Section IX(F) (Your Personal Information) below.

II. PROGRAM DEPOSITS

A. The Program is designed so that funds transferred from your Eligible Member Account at RCU to the Program Accounts at the Receiving Institutions under the Program, together with any accrued or posted interest or dividends, as applicable, earned thereon (collectively, "Interest") that remains held on deposit in the Program Accounts, (collectively, "Program Deposits") are held and maintained at one or more Receiving Institutions on the IDEA Eligible Receiving Institution List (up to the number of Receiving Institutions identified in the Program Information Notice or such other number as notified to you by RCU from time to time) according to a percentage allocation (which may be the same or different percentages per Receiving Institution, as determined by Stable) up to the Maximum IDEA Percentage. The "Maximum IDEA Percentage" is a percentage set by Stable for each Receiving Institution based on (i) the Program Limit and (ii) the then-current standard maximum Deposit Insurance amount ("SMDIA") (currently, \$250,000) per Member Identifier (as defined below), per Account Ownership Category (as defined below) and per Receiving Institution. The Maximum IDEA Percentage may be re-set by Stable at any time, in its sole discretion.

B. Program Deposits may be placed into money market deposit accounts ("MMDAs"), demand deposit accounts ("DDAs"), or share accounts (such MMDAs, DDAs, share draft accounts, and share accounts, each a "Program Account" and collectively, the "Program Accounts") at one or more Receiving Institutions on the IDEA Eligible Receiving Institution List (up to the number of Receiving Institutions identified in the Program Information Notice or such other number as notified to you by RCU from time to time).

C. RCU will determine, each Business Day, the aggregate amount of Program Deposits to be made on such Business Day. RCU will then determine, in the exercise of its discretion, which Eligible Member Accounts will participate in that Business Day's sweep activity, the ratable share of the Program Deposit to be made with respect to each such Member, and will then sweep those assets from Eligible Member Accounts, or return assets to Eligible Member Accounts, as applicable, of Members who have entered into an Agency Appointment with RCU and indicated their desire to enroll in the Program. RCU will rely upon the agency and discretionary authority granted by you in the Agency Appointment in (i) making a deposit of funds from your Eligible Member Account on any Business Day and RCU, acting as your discretionary agent, will withdraw those funds from your Eligible Member Account and sweep or place those funds into Program Accounts at one or more Receiving Institutions, and (ii) making a withdrawal of funds from Program Accounts and depositing such funds back into your Eligible Member Account.

D. The deposit and processing of funds into the Program may only be made through your Eligible Member Account at RCU, subject to any account agreement between you and RCU relating to your Eligible Member Account, and cannot be made by you directly through R&T or its affiliates, the Settlement Bank, Custodian or any Receiving Institution or directly through the Program Accounts.

E. You can contact RCU to confirm your aggregate principal balance in the Program Accounts at any time.

III. PROGRAM LIMIT

A. Program Limit



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

1. Notwithstanding anything to the contrary in these Member T&Cs or otherwise, RCU, 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 such Program (subject to these Member T&Cs and applicable laws, regulations, and guidance, including those concerning Deposit Insurance), which limit is the amount set forth on the Program Information Notice from time to time (the "Program Limit"). The Program Limit is an amount per Eligible Depositor and generally depends on the number of Receiving Institutions in the Program that can receive Program Deposits at any given time.

2. RCU may change the Program Limit at any time by posting a new Program Limit on the Program Information Notice or otherwise notifying you of the change.

3. Once funds are deposited into and received by the Program Accounts at the Receiving Institutions, those funds may be eligible for access to expanded Deposit Insurance coverage up to the Program Limit. The Program is designed so that Program Deposits (inclusive of any Interest) are maintained in Program Accounts at Receiving Institutions up to the Maximum IDEA Percentage, other than any Excess Funds which are placed at Excess Institutions, subject to these Member T&Cs.

B. Prior to funds being deposited into and received by the Program Accounts at the Receiving Institutions, your funds may or may not be eligible for Deposit Insurance coverage. Please refer to the Program Information Notice for additional information regarding the availability of Deposit Insurance coverage at any time while your funds are maintained at RCU or Settlement Bank.

IV. PROGRAM ACCOUNTS AT RECEIVING INSTITUTIONS

A. Each Program Account (including the principal balance and any Interest maintained 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 RCU, R&T and its affiliates, 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 R&T), as agent for the institutions participating in the Program (including RCU), as agent for its Members (including you). Program Accounts also may be held in the name of RCU as agent for its members (including you).

C. Each Program Account is a deposit account and may hold funds on your behalf, as well as funds on behalf of other members. The ownership of Program Deposits in each Program Account will be evidenced by an entry in the records maintained by RCU. R&T maintains a ledger of allocations of Program Deposits at Receiving Institutions.

D. You will not be issued any evidence of ownership of a Program Deposit at the Receiving Institutions. However, RCU will provide you, upon request, with the name of each Receiving Institution that holds Program Deposits, deposit balance(s) and interest rate.

E. IDEA Eligible Receiving Institution List

1. A current list of Receiving Institutions that may, at any time, hold Program Deposits under the Program can be found in the Program Information Notice. The IDEA Eligible Receiving Institution List can be changed by RCU at any time, with or without notice provided to you. Accordingly, you should regularly review the IDEA Eligible Receiving Institution List.

2. R&T 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, 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 IDEA Eligible Receiving Institution List that may, at any time during your participation in the Program, hold Program Deposits. You cannot exclude or opt out of any specific Receiving Institution from the IDEA Eligible Receiving Institution List from receiving



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

Program Deposits under the Program. If you do not wish to have your funds deposited at any of the Receiving Institutions on the IDEA Eligible Receiving Institution List, you should not participate in the Program.

4. You can obtain publicly available financial information concerning any Receiving Institution at <https://www.ffiec.gov/NPW> 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 can obtain publicly available financial information concerning any NCUA-insured credit union by contacting the NCUA Consumer Assistance Center at 800-755-1030 from 8:00am – 5:00pm ET (Monday – Friday), excluding Federal Holidays. You also can receive publicly available information from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

5. None of RCU, R&T and its affiliates, 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.

V. ALLOCATION PROCESS

A. Program Deposits will be allocated and deposited to Receiving Institutions on a percentage basis up to the Maximum IDEA Percentage and based on the understanding that you are not placing any funds or other deposits at Receiving Institutions (whether through the Program offered to you by RCU or outside of the Program offered to you by RCU).

B. Each Business Day, Program Deposits are allocated by R&T to Receiving Institutions on a percentage basis up to the Maximum IDEA Percentage. Allocations are based on an allocation algorithm determined by R&T for the purposes of providing members 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 is responsible for the execution of any funds transfers, based on the allocation instructions from R&T. 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 Interest) allocated to any one Receiving Institution does not exceed the Maximum IDEA Percentage, subject to these Member T&Cs. 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, and you cannot opt out of any Receiving Institution on the IDEA Eligible Receiving Institution List from receiving Program Deposits under the Program.

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 also may be affected by various objectives, limits or requirements of RCU, R&T and its affiliates and/or the Receiving Institutions, including administrative convenience.

VI. WITHDRAWALS FROM THE PROGRAM

A. RCU will determine, each Business Day, the aggregate amount of Program Deposits to be made on such Business Day. RCU will then determine, in the exercise of its discretion, which Eligible Member Accounts will participate in that Business Day's sweep activity, the ratable share of the Program Deposit to be made with respect to each such Member, and will then sweep those assets from Eligible Member Accounts, or return assets to Eligible Member Accounts, as applicable, of Members who have entered into an Agency Appointment with RCU and indicated their desire to enroll in the Program. RCU will rely upon the agency and discretionary authority granted by you in the Agency Appointment in (i) making a deposit of funds from your Eligible Member Account on any Business Day and



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

RCU, acting as your discretionary agent, will withdraw those funds from your Eligible Member Account and sweep or place those funds into Program Accounts at one or more Receiving Institutions, and (ii) making a withdrawal of funds from Program Accounts and depositing such funds back into your Eligible Member Account.

B. All withdrawals from the Program are processed through your Eligible Member Account held at RCU subject to your Eligible Member Account agreement with RCU, and not directly through the Program Accounts. The withdrawals of some or all Program Deposits from the Program can only be made through your Eligible Member Account at RCU and cannot be made by you by contacting Stable, Settlement Bank, Custodian or any Receiving Institution.

C. RCU will make funds available to you when a pending Program withdrawal has been requested from a Receiving Institution. In such case, RCU will provide to you those funds and RCU will be entitled to retain an amount equal to the funds that RCU will receive from Receiving Institutions under the Program. With respect to any such amounts, you hereby grant RCU a first priority security interest in, and a lien on, such funds due from the Receiving Institutions, as your agent pursuant to these Member T&Cs.

D. If, in a separate agreement, you have granted RCU 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 RCU may have extended to you, RCU may decline to honor a request for a Program withdrawal (or decline a transaction from your Eligible Member Account that would give rise to a Program withdrawal) to the extent you pledged your Program Accounts as collateral to RCU, 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 RCU a security interest in your Eligible Member Account, RCU may decline to honor transactions in the Eligible Member Account in accordance with that separate agreement and any statutory rights of setoff that RCU 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 those concerning Deposit Insurance. The extent of, and limitations on, Deposit Insurance coverage are discussed in Section VIII (Deposit Insurance Coverage), 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 RCU or outside of the program offered to you by RCU, to determine the extent of your eligibility for Deposit Insurance coverage at that Receiving Institution. None of RCU, R&T or its affiliates, Settlement Bank, Custodian or any Receiving Institution monitors that aggregate amount. The aggregate amount of deposits at a Receiving Institution will include Program Deposits held at that Receiving Institution under the Program offered to you by RCU, 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 RCU (whether directly or indirectly, including through other intermediaries, such as broker-dealers), or through multiple Programs offered to you by RCU. Any amounts in excess of the then-current SMDIA (currently \$250,000) per eligible depositor (e.g., based on 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 IDEA Eligible Receiving Institution List carefully and not participate in the Program if you hold deposits (or deposits are held for your benefit) at any Receiving Institutions on that IDEA Eligible Receiving Institution List outside of the Program offered to you by RCU or through multiple Programs or programs offered to you by RCU or other institutions. The IDEA Eligible Receiving Institution List may change from time to time, and you may contact RCU directly to obtain the most recent list.

C. **Failure of RCU or Settlement Bank.** The Program Information Notice sets forth information about whether, at any time when RCU or Settlement Bank holds your funds, such funds are held in a manner eligible for insurance coverage from the FDIC or NCUA in the event of failure of such institution. RCU hereby notifies you that FDIC insurance only covers the failure of an FDIC-insured institution and NCUA insurance only covers the failure of an NCUA-insured institution. Certain conditions must be satisfied for pass-through Deposit Insurance coverage to apply. See Section IV.E (IDEA Eligible Receiving Institution List) above for the list of the FDIC- or NCUA-insured institutions



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

with which RCU has a business relationship for the placement of deposits under the Program, and into which RCU may place deposits, subject to these Member T&Cs.

D. Failure of a Receiving Institution.

1. In the event of a failure of a Receiving Institution, and the FDIC or NCUA is appointed as receiver or conservator of such Receiving Institution, there may be a time period during which you may or may not be able to access Program Deposits held at that Receiving Institution. RCU will, nevertheless, endeavor to provide immediate access to that portion of your Eligible Member Account that was swept into Program Deposits held at that Receiving Institution.

2. In the event of a failure of a Receiving Institution at any point in time when Program Deposits are held at that Receiving Institution, an FDIC or NCUA claim would be filed on your behalf for an amount of up to the then-current SMDIA (currently, \$250,000) per Eligible Depositor per Account Ownership Category. Although the FDIC or NCUA typically makes these payments within several days, there is no specific time period during which the FDIC or NCUA is required to make Deposit Insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC or NCUA before Deposit Insurance payments are made.

3. If a Receiving Institution fails at any point in time when Program Deposits are on deposit at such Receiving Institution, those Program Deposits (as well as any other deposits you hold or that are held for your benefit at that Receiving Institution) will only be eligible for Deposit Insurance coverage up to the then-current SMDIA (currently \$250,000) per Eligible Depositor, per Account Ownership Category.

E. Risk of Uninsured Funds. As further set forth in Section VIII.A.5 (Program Deposits Held at RCU or 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, the Receiving Institutions. 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 the Receiving Institutions. If you cannot accept the risk of having uninsured deposits you should not deposit funds through the Program.

VIII. DEPOSIT INSURANCE COVERAGE

A. Deposit Insurance Coverage on Program Deposits

1. Deposit Insurance protects an eligible depositor against the loss of their insured deposits in the event an FDIC-insured bank or savings association or a NCUA-insured credit union 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, Program Deposits maintained by RCU, as your 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, 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 RCU, as your 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, or through other Programs offered to you by RCU) 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 Deposit Insurance coverage on those Program Deposits, up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per Receiving Institution. Section VIII.B (Recognized Categories of Account Ownership; Multi-



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

Tiered Fiduciary Relationships) below provides more information about the special requirements for pass-through Deposit Insurance coverage for fiduciary relationships.

4. **Recordkeeping.** The records that RCU maintains reflecting ownership of Program Deposits under the Program will be used to establish your eligibility for Deposit Insurance coverage. Accordingly, you are solely responsible for notifying RCU of any changes in ownership information so that there is accurate information to provide to the FDIC or NCUA if a Receiving Institution, Sending Institution, or the Settlement Bank fails and a FDIC or NCUA claim needs to be submitted for your insured deposits.

5. **Program Deposits Held at RCU or Settlement Bank**

a. Under the Program, the transfer of funds to and from the Program Accounts at the Receiving Institutions generally occurs on a Same-Business-Day Settlement or Next-Business-Day Settlement basis as set forth in the Program Information Notice. 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 RCU or Settlement Bank (as applicable).

b. The Program Information Notice sets forth information about whether, at any time when funds are on deposit at RCU or Settlement Bank, such funds are eligible for access to Deposit Insurance coverage from the FDIC or NCUA. If such funds are eligible for access, you would only be eligible for Deposit Insurance coverage on funds up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per such institution (and any funds in excess of that amount at such institution would not be eligible for Deposit Insurance coverage). Importantly, at any time when your funds are on deposit at RCU or Settlement Bank, those funds will not be eligible to access expanded Deposit Insurance coverage up to the Program Limit (which can only be accessed once those funds are received and deposited into the Program Accounts at the Receiving Institutions).

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 to not exceed the Maximum IDEA Percentage, other than any Excess Funds which are placed at Excess Institutions, subject to these Member T&Cs.

b. If you are (i) participating in two or more programs administered by R&T or its affiliates (e.g., the DDM, CDMXSM and/or RTID[®] programs) or (ii) participate in the Program through RCU as well as another institution (including any affiliate of RCU), it is possible that your Program Deposits may be allocated to the same Receiving Institution under those different programs. This is because Program Deposits under the Program under these Member T&Cs with RCU are allocated to Receiving Institutions on a percentage basis up to the Maximum IDEA Percentage; whereas, under other programs, financial institutions may provide a Member Identifier to R&T to allocate funds. **For** this reason, if you see any Receiving Institutions on the IDEA Eligible Receiving Institution List that you are aware (i) holds your deposits (or deposits held for you benefit) or (ii) is a Receiving Institution in another deposit placement program in which you participate (whether administered by R&T or another administrator), you understand that your funds at that Receiving Institution above the then-current SMDIA (currently, \$250,000) per Member Identifier, per Account Ownership Category, may not be eligible for Deposit Insurance.

c. If you have more than one Eligible Member Account or other accounts at RCU (or any of its affiliates) for which you participate in the Program through RCU, and the aggregate balances deposited from those Eligible Members 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 may not be eligible for Deposit Insurance coverage.

d. None of RCU, R&T or its affiliates, the Settlement Bank or the Custodian are responsible for any insured or uninsured portion of any deposits at any Receiving Institution, or guarantee or make any representations or warranties (express or implied) regarding the financial condition of any Receiving Institution.

B. **Recognized Categories of Account Ownership: Multi-Tiered Fiduciary Relationships**



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

1. In general, the FDIC and NCUA recognize certain account ownership categories under applicable laws, regulations and guidance (an "Account Ownership Category"). Such Account Ownership Categories include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

2. In general, the FDIC and NCUA provide access to Deposit Insurance coverage for depositors based on TIN (each such depositor, an "Eligible Depositor").

3. Applicable laws, regulations and guidance impose special requirements for obtaining pass-through Deposit Insurance coverage, up to the then-current SMDIA (currently, \$250,000) per Eligible Depositor, 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.

4. The FDIC and NCUA insure deposits according to the Account Ownership Category in which the funds are insured and how the accounts are titled. It is important that you understand how 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 and at the NCUA's regulations set forth at 12 C.F.R. Part 745. 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 or contact the FDIC by letter, email or telephone. For questions about NCUA insurance, you may visit the NCUA's website at www.ncua.gov or contact the NCUA by letter, email or telephone.

5. 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> or "Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at <http://mycreditunion.gov/insurance-estimator> for additional information about FDIC and NCUA Deposit Insurance coverage, respectively. Other information regarding 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> and the "Share Insurance Coverage" section of the "Consumer" page on the NCUA's website at <http://ncua.gov/consumer/share-insurance-coverage>. None of RCU, R&T or its affiliates, 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 RCU, R&T or its affiliates, Settlement Bank, Custodian or Receiving Institution can provide you with legal advice with respect to applicable laws, regulations, and guidance, including FDIC or NCUA regulations concerning Deposit Insurance.

IX. ADDITIONAL PROGRAM TERMS

A. Member Dividends or Interest

1. You will earn dividends or interest, as applicable, (collectively, "Interest") on the amount of your funds held on deposit in the Program Accounts. Your Interest rate is set by RCU. The Interest rate is calculated using a simple interest accrual methodology, calculated daily, and paid on a monthly calendar basis. The amount you earn will be either (i) added to your principal and remain in the Program Accounts at the Receiving Institutions or (ii) paid to you on a monthly basis by credit to your Eligible Member Account, as set forth on the Program Information Notice.

2. Contact RCU to obtain your Interest rate on Program Deposits and for any questions about the dividend rate paid on funds remaining in your Eligible Member Account.



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

B. Fees

1. The administrator of the Program, R&T, earns fees based on the amount of funds maintained at Receiving Institutions under the Program, including Program Deposits. RCU also may earn fees for its services with respect to the Program – if fees are earned, this is identified on the Program Information Notice.

2. Qualified Retirement Funds are not eligible for participation in the Program and RCU will not include these funds in any Program Deposits. If Qualified Retirement Funds were eligible for participation, RCU would not earn any fees on Program Deposits that included those funds. . **"Qualified Retirement Funds"** are funds that are subject to Title I and/or Title II of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), including funds of (i) employee benefit plans described by ERISA §3(3); (ii) individual retirement accounts described by Internal Revenue Code §408(a); (iii) health savings accounts described by Internal Revenue Code §223; or (iv) any other account or annuity described in Internal Revenue Code §§ 4975(e)(1)(B) through (F).

3. The fee that R&T earns is paid by each Receiving Institution and is an amount determined between R&T, RCU and/or such Receiving Institution and is in consideration for services related to Program Deposits maintained at that Receiving Institution. The fee that RCU may earn (if any) is paid by each Receiving Institution and is an amount determined between R&T, RCU, and/or such Receiving Institution. **The amount of the fee paid to R&T and RCU (if any) will NOT affect the interest rate paid on your Program Account. RCU may earn a higher fee if you participate in the Program than if you did not participate.**

a. Interest rates may vary based upon prevailing economic and business conditions. The Receiving Institutions do not have a duty to offer the highest interest or dividend rates available or rates that are comparable to an investment account product such as money market mutual funds ("**Money Funds**"). The Interest rates are not required to be, and may not be competitive with, prevailing market rates for investment products. By comparison, Money Funds and other investment products generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses.

b. Nothing obligates you to participate in the Program. You may receive a higher rate of return through accounts or products offered outside the Program. The Program is designed to provide you with convenient access to expanded Deposit Insurance coverage on funds placed at Receiving Institutions under the Program, and is not designed to, and does not, act as an ongoing investment vehicle.

C. Member Statements

1. RCU will provide you with periodic statements of your combined balances held at RCU and the Receiving Institutions as of the date specified in the Member Statement, the interest or dividend amount you earned on Program Deposits for the period covered by the Member Statement and, if applicable, Annual Percentage Yield Earned ("**APYE**") with respect to Program Deposits.

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

3. If, at any time, between receiving your Member Statements, you wish to know the balances held at any Receiving Institution, please contact RCU.

4. The account information available in your Member Statements and RCU's Online Banking, will be the only evidence that you receive of your ownership of Program Deposits under the Program. You should retain those Member Statements for your records.

D. RCU's Online Banking. RCU offers you access to RCU's Online Banking at roguecu.org, where you can view information about the Program, including the most current Program Information Notice. Your access to and use of RCU's Online Banking is subject to separate terms between you and RCU.

E. 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**"), RCU will send you an



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

IRS Form 1099-INT (or equivalent) each year, showing the amount of interest or dividend income you have earned on Program Deposits held in the Program Accounts at the Receiving Institutions. You will not receive a Form 1099-INT (or equivalent) if you are not a citizen or resident of the United States. If the IRS notifies RCU that backup withholding is required for interest income earned on Program Deposits, or if RCU determines that it is required by applicable law or regulation to collect such backup withholding, RCU will collect it and pay it to the IRS.

F. Your Personal Information

1. RCU will not provide information that identifies you, such as your name, address or Member Identifier ("Your Personal Information") to any affiliate agent, sub-agent, custodian, sub-custodian, or other third party that provides services in connection with the Program, including R&T or its affiliates Settlement Bank, Custodian, the Receiving Institutions and their respective affiliates, agents and service providers, other than to any such parties and the FDIC or NCUA in connection with a Deposit Insurance claim made on your behalf, and you hereby authorize RCU to provide Your Personal Information to any such parties in connection therewith. Some of Your Personal Information may be considered "non-public personal information" under applicable law.

2. For further information regarding the collection, processing and use of Your Personal Information and any rights you may have to limit the use and disclosure of such information, contact RCU.

G. Institution's Use of Program Features

1. You understand that RCU may be eligible to participate in a feature of the Program under which RCU may place deposits (including Program Deposits) into the Program to be maintained at other Receiving Institutions, and RCU also may receive 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, RCU (acting as a receiving institution) pays fees to R&T for receiving those deposits) ("reciprocal feature"). Alternatively, RCU may choose to participate in a feature of the Program where RCU only sends funds into the Program (without receiving funds from other sending institutions under the Program) ("send-only feature").

2. Regardless of whether RCU participates in the reciprocal feature or send-only feature of the Program, you will receive Interest or Dividends on Program Deposits at the Dividend Rate (as described in Section IX.A (Member Dividends or Interest) above). You acknowledge and agree that RCU may participate in the reciprocal feature or send-only feature, and that RCU may use a feature with greater benefits to RCU, R&T or its affiliates or any of those parties.

H. Not an Investment Advisor or Fiduciary

1. Neither RCU nor R&T has provided an individualized investment recommendation or impartial investment advice to you with respect to your selection of the Program for your Eligible Member Account, and neither RCU nor R&T are responsible for advising you or making recommendations about alternative investment or other options. You agree that your decision to select the Program for your Eligible Member Account reflects your independent judgment or the recommendation of a person independent of RCU and R&T. The Program is not an investment product.

2. R&T provides specific administrative services to RCU for which it is engaged. Stable does not assume in these Member T&Cs or with respect to the Program any duties or obligations to you, including fiduciary and disclosure obligations.

3. RCU does not have any duty or 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 RCU to learn about other options for your deposits.

I. Sweep Account Disclosure of "Deposits". Funds swept or placed from RCU, as your agent or sub-agent, into Program Accounts at each Receiving Institution are either "deposits" within the meaning of 12 U.S.C. § 1813(l) or "member accounts" or "accounts" within the meaning of 12 U.S.C. § 1752(5) and are insured by the FDIC or NCUA up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per Receiving Institution.



DEMAND DEPOSIT MARKETPLACE® (DDM®) WITH IDEASM FEATURE PROGRAM

J. Article 8 of Uniform Commercial Code. You acknowledge that: (1) each of RCU, Settlement Bank, and Custodian is a securities intermediary; (2) any internal settlement account established by RCU, the settlement accounts at the Settlement Bank and each Program Account established in connection with the Program is a "securities account" within the meaning of Article 8 of the Uniform Commercial Code; and (3) all property held in or credited to any such accounts is a "financial asset" within the meaning of Article 8 of the Uniform Commercial Code.

K. 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 Member T&Cs satisfies those restrictions or requirements. Neither RCU nor R&T nor their respective affiliates can provide you with legal or other advice in regard to those requirements – you should seek your own legal advice.

L. Inactive Accounts. RCU, 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.

M. Transferability of Program Deposits. Program Deposits may not be transferred by you except in connection with a change in ownership of your Eligible Member Account with RCU through which you participate 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 RCU.

N. Termination of Program and Member T&Cs

1. Either party may terminate these Member T&Cs and its participation in the Program on written notice to the other party. In addition, if your Eligible Member Account at RCU is closed for any reason, these Member T&Cs and your participation in the Program will remain in effect for any future Eligible Member Accounts opened under the membership for which these Member T&Cs were previously acknowledged. 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, RCU will cause a withdrawal request to be sent to the Receiving Institution to request withdrawal of all Program Deposits at the Receiving Institutions. Those withdrawn funds will be deposited into your Eligible Member Account at RCU, subject to the terms of these Customer T&Cs.

2. If, at any time, you wish to terminate the Program and withdraw Program Deposits from the Receiving Institutions, please contact RCU and RCU can facilitate your termination of the Program and withdrawal of Program Deposits.

O. 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 RCU, R&T or its affiliates, 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.

P. Conflicts of Interest. The Program Information Notice may set forth additional information and disclosures relating to actual or potential conflicts of interest. PLEASE CAREFULLY REVIEW THOSE DISCLOSURES.

Q. Indemnification; Limitation of Liability. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD RCU, R&T, SETTLEMENT BANK, CUSTODIAN AND THE RECEIVING INSTITUTIONS (AND THEIR RESPECTIVE AFFILIATES) HARMLESS FROM ALL ACTIONS, CLAIMS, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES,



DEMAND DEPOSIT MARKETPLACE® (DDM®)
WITH IDEASM FEATURE PROGRAM

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 RCU OR R&T (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THE PROGRAM OR UNDER THESE MEMBER T&CS ARISING, DIRECTLY OR INDIRECTLY FROM, (I) YOUR NEGLIGENCE, (II) ANY FORCE MAJEURE EVENT, (III) THE FINANCIAL CONDITION OF THE SETTLEMENT BANK OR ANY RECEIVING INSTITUTION OR THE ACCURACY OR ANY PUBLICLY AVAILABLE INFORMATION ABOUT THE SETTLEMENT BANK OR A RECEIVING INSTITUTION, OR (IV) ANY DELAY IN INSURANCE PAYMENT BY THE FDIC OR NCUA. WITHOUT LIMITING THE FOREGOING, RCU (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 ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR 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 RCU'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL R&T, SETTLEMENT BANK, CUSTODIAN OR ANY RECEIVING INSTITUTION (OR ANY OF THE FOREGOING PARTIES' RESPECTIVE AFFILIATES) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES (DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE OF ANY KIND OR NATURE, WHETHER SUCH LOSSES OR DAMAGES ARE ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION) FOR ANY REASON.

X. GENERAL PROVISIONS

A. Force Majeure Events and Ordinary Care. Any failure by RCU, R&T or its affiliates, 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 Member 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 RCU, R&T or its affiliates, 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, NCUA, 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 Member T&Cs, 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 MEMBER T&CS SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT(S) THAT GOVERN YOUR ELIGIBLE MEMBER ACCOUNT AT RCU, 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. RCU, R&T or its affiliates, 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. RCU may notify you of such process by telephone, electronically or in writing. You further agree that RCU, R&T or its affiliates, 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. RCU may amend these Member T&Cs at any time by providing you with notice of such amendment. Such amendment shall be effective immediately upon RCU providing such notice (unless the Program



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Information Notice sets forth a period of time before which such amendment shall be effective). Such notice may be provided to you by any written (including electronic) means, including by printed letter, email message, inclusion on your Member Statement, by posting on RCU's Portal or otherwise.

F. Assignment. You may not assign these Member T&Cs, in whole or in part, to any other person, without RCU's prior written consent (and any purported assignment in violation of this provision is void). If there is a change in ownership of your Eligible Member Account with RCU that is linked to your participation in the Program pursuant to Section IX.L (Transferability of Program Deposits) above, these Member 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 Member 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 Member 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 Member T&Cs shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

I. Entire Agreement. These Member T&Cs constitute the entire agreement between RCU 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. The Agency Appointment Exhibit and Program Information Notice (as those documents may be amended from time to time in accordance with these Member T&Cs) are incorporated into and made part of these Member T&Cs as if set forth in full herein. To the extent of inconsistency between those documents, the order of precedence shall be the Member T&Cs, the Agency Appointment, and the Program Information Notice. To the extent of any inconsistency between the terms of these Member T&Cs and the terms of the account agreements relating to your Eligible Member Account with RCU through which you participate in the Program, the terms and conditions of these Member T&Cs shall prevail with respect to Program Deposits under the Program.

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

K. Governing Law. These Member T&Cs are to be construed in accordance with and governed by the internal laws of the State of Oregon 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 Member 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 Member 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 RCU 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 Member T&Cs, the same shall not be construed against either party on the basis of that party being the drafter of such terms. These Member 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 Member T&Cs which contemplates performance or observance subsequent to any termination or expiration of the Member T&Cs shall survive any termination or expiration of the Member T&Cs and continue in full force and effect, including Section IX.E (Tax Reporting), Section IX.F (Your Personal



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Information), Section IX.N (Termination of Program and Member T&Cs), Section IX.Q (Indemnification; Limitation of Liability), and Section X (General Provisions).