

## **ETC Brokerage Services LLC INSURED DEPOSIT PROGRAM'S TERMS AND CONDITIONS**

**[Rev. June 2025]**

Every Account with ETC Brokerage Services LLC (referred to in this document as “we”, “us”, or “our”) is eligible for, and may participate in, the Insured Deposit Program (the “Program”). This document (the “Addendum”) contains terms and conditions and other important information about this Program. These terms and conditions are in addition to those found in your Account Owner Agreement (the “Agreement”). Except as defined below, the terms we use in the Addendum have the meanings as articulated in your Agreement.

### **THE PROGRAM**

Our Program provides for an automatic deposit of the uninvested cash from your brokerage account (also referred to as an “Account”) that you maintain with us into one or more Federal Deposit Insurance Corporation (“FDIC”)-insured bank accounts, subject to the terms of this Addendum. We refer to this part of the Program as the “Sweep”.

Cash not included in the Program is held by us as free credit balances and may be used by us as permitted by law and regulation, including to support margin loans that we extend to our customers. Cash held as free credits in your Account is protected by the Securities Investor Protection Corporation (“SIPC”), subject to its coverage limitations.

Your continued maintenance of your Account with us constitutes your acknowledgement of, and agreement to, the terms and conditions provided in this Addendum, as we may modify them from time to time. It also constitutes your acknowledgment of, and agreement that, you make the decision to participate in the Program and that we are not acting as a fiduciary as defined by the Internal Revenue Code on behalf of your IRA with respect to any aspect of the Program (or any changes thereto).

**FOR THE AVOIDANCE OF DOUBT, WE OFFER NO ADVICE AND MAKE NO RECOMMENDATION REGARDING WHETHER YOU SHOULD PARTICIPATE IN THE PROGRAM OR PLACE YOUR CASH IN AN ALTERNATIVE ACCOUNT. IT IS YOUR RESPONSIBILITY TO MONITOR YOUR ACCOUNT, COMPARE THE TERMS, INTEREST RATES, REQUIRED MINIMUM AMOUNTS, AND OTHER FEATURES OF ALTERNATIVE ACCOUNTS, AND DETERMINE WHETHER YOU SHOULD PURSUE AN ALTERNATIVE TO THE PROGRAM. PLEASE NOTE THAT WE AND AN UNAFFILIATED ADMINISTRATOR OF THE PROGRAM EACH RETAIN A PORTION OF THE INTEREST EARNED THROUGH THE PROGRAM AS OUR FEE.**

Please note that we may refuse any deposit of cash into your Account, restrict participation of your Account in the Program, decline to permit your Account from participating in the Program at any time on a going forward basis and close any Account in our sole discretion, for any reason we deem appropriate and without prior notice.

You appoint us as your authorized agent and custodian pursuant to the terms and conditions of your Agreement, including this Addendum, and acknowledge and agree that we may engage third parties (including affiliates) to act on our behalf, or on your behalf, with respect to the Program. Currently no Program Bank (as defined below) will accept any instructions concerning your cash on deposit with them unless we transmit such instructions on your behalf. Specifically, although ETCB will sweep your uninvested cash into a Program Bank, you will only have access to your Cash Balance through your Account. You cannot make cash withdrawals from the Program account, even if you contact the Program Bank.

We can change the features or products that are included in the Program to include any legally permissible deposit account or instrument, or we can terminate any or all of the products in the Program and hold some or all of your cash only as free credits as noted above. If any change then requires prior notice to you and/or your consent under applicable law or regulation, then we will provide such notice and/or seek such consent to the extent required. Please contact us for specific details on current interest rates or other details concerning the Program.

Participation in the Program does not guarantee any or all of your excess cash balance will be swept to a Program Bank, and all sweeps shall be in our sole discretion (subject only to any prior written instruction you give us on whether a particular Program Bank should not be used with respect to your cash). Generally, we will withdraw cash from your Account in the following manner: Cash necessary to satisfy debit entries in your Account will, generally, first be automatically withdrawn from free credit balances. If any debit entries remain in your Account, we then will automatically withdraw cash from your Sweep cash maintained as part of the Program. If there is no debit entry on the amount held in your Account once credited, the cash in your Account will be placed into Sweep as set forth below.

### **LOCATION OF CASH HOLDINGS**

Cash held in Sweep will be deposited in one or more FDIC-insured depository institutions (such institutions may be affiliated with us) under the Program (“Program Bank(s)”). The Program may include banks introduced to us by third parties and/or with which we have an existing or separate business relationship unrelated to the Program, which could include holding our or an affiliate’s proprietary or other accounts, providing financing or otherwise. You have the right to request that your cash not be placed at certain Program Banks, which you may exercise by contacting us in writing. If you opt out of all of the Program Banks, we will maintain your cash as free credits in your Account.

Cash in your Account to the extent deposited with a Program Bank and not maintained by us as SIPC-covered free credits, is a “bank deposit” at such Program Bank and such deposit is solely held by the Program Bank and not us. We act only as agent and custodian for your deposit, and you are the “depositor.”

We inform you as part of your statement the amount of cash that we hold in the Program and as free credits in your Account that is not in a Program Bank at a specific point in time. We may change Program Banks from time to time in our sole discretion, but we will provide written notice prior to adding or deleting a Program Bank.

Cash that you hold at a Program Bank is held in separate accounts that we establish on your behalf and is evidenced by a book entry on each Program Bank’s account records. We will not issue you any evidence of ownership, such as a passbook or certificate. Accordingly, all transactions involving a Program Bank as part of the Program must be made through us. You may contact us to obtain information about your balances held on each Program Bank’s records, activity in your account at the Program Bank, and the interest rate(s) paid to you.

If any Program Bank declines to accept any additional cash deposits that are covered by the Program or withdraws, or is terminated, from participating in the Program, then you agree that we, as your agent, are authorized by you to move your cash deposit to one or more other Program Banks, to a free credit held by us in your Account and/or, with prior notice to you, or as otherwise permitted by applicable law or regulation, to another cash sweep investment alternative outside of the Program.

You are to direct all questions regarding the Program and any Program Bank to us, not to any of the Program Banks.

## **REGULATORY STATUS OF PROGRAM PARTICIPANTS**

All Program Banks are depository institutions duly chartered under Federal or state law, the deposits of which are insured by the FDIC. We are not a bank. We are a broker-dealer registered with the U.S. Securities and Exchange Commission (“SEC”) and a member of the Financial Industry Regulatory Authority (“FINRA”) and SIPC. All cash in your Account under the Program is either deposited in FDIC-insured deposit accounts at one or more Program Banks (subject to certain coverage limitations) or held by us as free credits in your Account where it is subject to SIPC coverage, but not FDIC insurance.

## **INSURANCE COVERAGE UNDER THE PROGRAM**

**Any insurance coverage discussed below does not protect against investment losses from the decline in the market value of securities due to market fluctuation.**

### *a. Cash Held in the Program - FDIC*

All cash deposits in the Program Banks by account ownership category as recognized by the FDIC are covered by insurance from the FDIC up to certain amounts. Currently, the FDIC provides insurance up to Standard Maximum Deposit Insurance Amount (“SMDIA”) of \$250,000 per account ownership category, aggregated across all deposits held by you in the same account ownership category at the same bank. By way of illustration, an individual account that you may own is in a different ownership category than a joint account that you may own with another person). The current FDIC recognized account ownership categories are listed on the FDIC’s website (<http://www.fdic.gov>) and may change from time to time.

Under the Program, we seek to provide you with access to FDIC insurance coverage on your cash funds swept into the Program up to the Program Limit (per depositor per FDIC legal category of ownership) by placing your cash, by account ownership category, in deposit accounts at multiple Program Banks. The Program Limit is set by us in our sole and absolute discretion. You may contact us to find out the Program Limit at any time.

**Please note that if you establish and maintain cash deposits at any of the Program Banks outside the Program, then your cash balances held directly at the Program Bank in the same FDIC legal category of account ownership would count toward the total amount of your cash that will be covered by FDIC insurance at that Program Bank in that account ownership category. We are not responsible for monitoring the amount of your aggregate deposit in any Program Bank to determine whether it exceeds the limit of available FDIC insurance. You are responsible for monitoring the aggregate amount of your assets on deposit with each Program Bank (including amounts in other accounts at the Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits.**

Your cash swept into the Program is covered by FDIC insurance (up to the SMDIA per depositor per FDIC legal category of account ownership) once it is deposited with each Program Bank. Cash that is in transit between us and a Program Bank may pass through an intermediary bank. If so, then it would be eligible for FDIC insurance subject to the SMDIA per depositor per FDIC legal ownership category at that intermediary bank. If we use a single intermediary bank in the administration of the Program, then it is possible that your cash in transit at an intermediary bank will exceed SMDIA. Any cash in excess of SMDIA will not be covered by FDIC insurance until it is deposited into one or more Program Banks. It also would not be subject to SIPC coverage.

If your cash swept into the Program exceeds the SMDIA, your cash in excess of the Program Limit will be placed, at our discretion, into either one Program Bank, across one or more of the Program Banks and/or

held in free credits with us in your Account. Any free credits in your Account will not be covered by FDIC insurance, but it may be subject to SIPC coverage to the extent permitted.

You may obtain information concerning any or all of the Program Banks under “Insured Deposit Program Banks” at <https://etcbrokerage.com/form-crs-and-disclosures/> and at <http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx>. You may obtain additional information about FDIC insurance from <http://www.fdic.gov/deposit/deposits/index.html> or by contacting the FDIC Public Information Center by e-mail at [publicinfo@fdic.gov](mailto:publicinfo@fdic.gov); by telephone at (877) 275-3342 or (703) 562-2200; or by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226.

*b. Cash Not Held in the Program – SIPC*

If your cash is not held by a Program Bank or is not in transit as part of the Program, then we will hold it in your Account as free credits. In addition, cash deposits received into your Account with us by check, electronic funds transfer, or wire or as a result of the settlement of securities sales transactions, prior to deposit into a Program Bank as Sweep, may also be held by us as free credits.

Accounts are subject to SIPC coverage, which generally covers securities and cash in an Account up to \$500,000 (including up to \$250,000 for cash). The maximum SIPC coverage available to you is based on the assets you have in brokerage accounts generally (and not just in the Program) with the same “capacity” as defined by SIPC. You should review SIPC’s definition of separate capacity carefully as you consider the potential amount of SIPC coverage applicable to your account(s). Additional information and a brochure explaining SIPC coverage is available on the SIPC website (<http://www.sipc.org>).

### **INTEREST RATES**

The current interest rates paid under the Program are available under “Insured Deposit Program Banks” at <https://etcbrokerage.com/form-crs-and-disclosures/>. **IF THE INTEREST PAID ON YOUR CASH IS MATERIAL TO YOUR DECISION AS TO WHERE TO HAVE AN INVESTMENT ACCOUNT, YOU SHOULD COMPARE THE PROGRAM RATES WITH THOSE AVAILABLE AT OTHER INSTITUTIONS. YOU MAY ALSO WISH TO COMPARE THE TERMS, RATES OF RETURN, REQUIRED MINIMUM AMOUNTS, CHARGES AND OTHER FEATURES OF OUR PROGRAM WITH OTHER ACCOUNTS AND ALTERNATIVE INVESTMENTS AT OTHER FINANCIAL INSTITUTIONS.**

We calculate the yield you earn on amounts deposited in the Program based on the net interest rate paid by the Program Banks (the “Formula”). We reserve the right, in our sole discretion, to change the Formula itself and apply a new Formula to the calculation of interest to be paid to your account as part of the Program, so long as we provide notice of a Formula change by posting the notice of the change on our websites and making the change effective no sooner than thirty (30) calendar days after the date of such notice for existing accounts, or after the date of such notice for new accounts. However, changes in the amounts calculated to be paid to you under the Formula, after it is effective, because of: increases or decreases in the net interest rate; changes based on the amount of cash you have with us from time to time; changes made by you; changes in fees from service providers; or similar events, will be made without any notice to you. At our discretion and notwithstanding the Formula, we reserve the right, without providing you thirty (30) calendar days prior notice, to increase the amount we pay you, when doing so is legally permitted. You may contact us at the addresses shown on our websites to obtain additional information about the Formula and the frequency of calculation.

We will send you 1099-INT forms annually for each taxable account you hold with us indicating the amount of interest paid to you by the Program Banks when the amount of interest paid to you equals or exceeds the threshold amount requiring us to report interest. We will not prepare 1099-INT forms for Program Bank

accounts where the interest paid is below the reportable amount.

### **RISK OF LOSS FOR TRANSIT TO PROGRAM BANKS**

For the purpose of transmitting cash from Program Banks to us, and from us to the accounts at the Program Banks, we assume the responsibility and the risk of loss for any cash transfers of yours that have been delivered by you to us in an agreed upon manner.

### **RELEASE OF LIABILITY OF BANKS**

Withdrawals will be deemed paid by a particular Program Bank when such cash is transmitted by such Program Bank to your Account with us and such Program Bank will be released from all liability for such withdrawn cash once the Program Bank so delivers. The Program Banks are not responsible for our actions with respect to the Program or otherwise.

### **WAIVER OF CONFIDENTIALITY**

By participating in the Program, you expressly give consent for Federal or state regulators to access your Account information for audit and review purposes and expressly agree that we may provide your information to any Program Bank or third parties for purposes of operations under the Program and for purposes of FDIC insurance.

*Effective July 2025*