

Eagle Bank Deposit Sweep Program Disclosure

Effective October 2022



FIRST REPUBLIC
SECURITIES COMPANY, LLC
It's a privilege to serve you®

Eagle Sweep Disclosure

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Program Summary

This document highlights certain key features of the Eagle Deposit Sweep Program (“Eagle Sweep Program”). We recommend that you read the complete Disclosure Document before you decide to participate in the Eagle Sweep Program. You should consult your Authorized Agent/Advisor for more information. All capitalized terms in this section are defined below in the Disclosure Document.

In this Eagle Sweep Program Disclosure Document, the words “you” and “your” refer to the customer and shall mean and refer to the person(s) or entity(ies) whose name(s) appears on the First Republic Securities Company, LLC (“FRSC”) Brokerage Account.

How the Program Works

FRSC makes available several cash sweep programs for its brokerage customers. Among the cash sweep programs is the Eagle Sweep Program, whereby the available cash balances of a customer’s brokerage account are automatically deposited or “swept” into an interest-bearing demand deposit account (the “DDA”) and/or an interest-bearing money market demand account (the “MMDA” and together with the DDA, an “Eagle Sweep Account” or the “interest-bearing sub-accounts”) at FRSC’s parent, First Republic Bank (the “Bank” or “First Republic Bank”).

Program Bank

First Republic Bank is a California state-chartered bank. Deposits at the bank are insured by the Federal Deposit Insurance Corporation (“FDIC”) to the extent provided under the Federal Deposit Insurance Act and FDIC Rules.

Pershing LLC as Customers’ Agent under the Program

The Eagle Sweep Account with First Republic Bank is maintained on behalf of FRSC’s customers through an omnibus deposit account by FRSC’s Clearing Agent, Pershing LLC (“Pershing”). Pershing will act as your agent to place your available cash balances in your FRSC Brokerage Account into the Eagle Sweep Account at First Republic Bank. For purposes of the FDIC’s rules and regulations for pass-through deposit insurance, the

omnibus account is entitled "Pershing LLC as agent for its customers acting for themselves and others." FRSC and Pershing maintain records of the amount of the deposits belonging to each brokerage customer in accordance with FDIC rules. You may only make deposits to and withdrawals from the Eagle Sweep Program through your FRSC Brokerage Account. FRSC, Pershing and First Republic Bank share information on you and your FRSC Account and Eagle Sweep Account in order to open the account and process sweep transactions, and as otherwise provided for in First Republic's Privacy Policy that has been provided to you separately.

FDIC and SIPC Coverage

Your cash placed in the Eagle Sweep Program account at First Republic Bank will be eligible for FDIC insurance in accordance with the FDIC's rules and regulations and up to the standard maximum deposit insurance amount ("SMDIA"), which is currently limited to \$250,000 per depositor per depository institution (\$500,000 for joint accounts). **Any amounts above the SMDIA will not be insured by the FDIC or the Securities Investor Protection Corporation ("SIPC").**

Pershing, as your agent under the Eagle Sweep Program, sweeps your available cash balances from your FRSC Brokerage Account to your Eagle Sweep Account at First Republic Bank, which is held in Pershing's name as agent for its customers. FRSC and Pershing maintain records of the amount of the deposits belonging to each brokerage customer in accordance with FDIC rules. A customer's individual balances in the Eagle Sweep Account in excess of the SMDIA, when aggregated with all other deposits at First Republic Bank that the customer owns in the same right and capacity, are not insured by the FDIC. FDIC insurance protects depositors against losses in the event of a failure of First Republic Bank, up to the SMDIA held in the same ownership right and capacity at the Bank, but does not protect against bookkeeping errors, misappropriation or disappearance of the funds. The Eagle Sweep Account is insured by the FDIC and is neither covered by SIPC nor guaranteed by Pershing.

Cash balances held in your FRSC Brokerage Account other than in the form of bank deposits are not insured by the FDIC but are covered by the SIPC up to the applicable SIPC limits. SIPC is a non-profit member corporation funded primarily by member securities brokerage firms registered with the SEC. SIPC provides protection against risks to clients of member brokerage firms, including Pershing, in the event of a member firm's failure. SIPC coverage protects brokerage customers against misappropriation or disappearance of cash or securities in the customer's account at a broker-dealer firm during the bankruptcy of the broker-dealer firm, but does not protect you against a decline in value of securities or other assets. If a broker-dealer is placed in liquidation, a SIPC designated trustee will ensure that what is owed to a customer is returned, within certain limits. However, SIPC does not afford protection against the failure of the issuer of securities and does not guarantee bank deposits. SIPC currently provides insurance of up to \$500,000 for amounts in a brokerage

account, including \$250,000 for claims for cash. Any securities held in your FRSC Brokerage Account with FRSC, including money market fund shares, are investment products and (i) are not insured by the FDIC; (ii) are subject to investment risk, including loss of principal amount invested; and (iii) are not backed by any bank or government entity.

Your cash placed in an Eagle Sweep Account at First Republic Bank is not covered by SIPC. Unlike money market fund shares or cash balances held in a brokerage account as a free credit balance, cash swept to the Eagle Sweep Account is not covered by SIPC after receipt by the Bank.

It is your responsibility to monitor your total deposits at First Republic Bank and cash balances held through FRSC and Pershing to determine the extent of FDIC and SIPC insurance coverage available to you. First Republic Bank and its affiliates do not conduct that monitoring for customers. You should keep in mind other accounts held in the same title and capacity at First Republic Bank and with FRSC in calculating FDIC or SIPC coverage limits, because both programs' coverage limits are set per customer across all accounts. You should consider the differences between SIPC coverage and FDIC insurance in evaluating the Eagle Sweep Program or any other sweep options offered by FRSC. For more information on SIPC, please visit the SIPC website at www.sipc.org or call SIPC at 202-371-8300. For more information on FDIC deposit insurance, please visit the FDIC website at www.fdic.gov or call the FDIC at 877-275-3342.

Rates of Return

Interest rates, effective yields and annual percentage yields ("APYs") for the Eagle Sweep Account are subject to change at any time. Those rates will normally vary to some degree consistent with market rates of interest. Rates for the Eagle Sweep Account may differ from rates offered under other sweep options offered by FRSC or offered for different tiers of balances. The interest rates paid on the Eagle Sweep Account are set by First Republic Bank in its sole discretion.

Benefits to First Republic

Funds swept into First Republic Bank deposit accounts under the Eagle Sweep Program provide First Republic Bank with a relatively low-cost source of funds for the Bank that can be lent or invested at higher rates, thus enabling First Republic Bank to earn a profit based on the spread between the rate paid to its customers and the interest earned by the Bank on the assets. The fact that First Republic Bank sets the rate creates a conflict of interest because the Bank has an incentive to set the rate as low as possible. First Republic Bank does not have a duty to provide the highest rates available and has in the past and likely will in the future seek to pay a low rate, and to pay a lower rate for Eagle Sweep Accounts than the current yields on money market mutual funds. A money market mutual fund has a fiduciary duty to seek the highest possible yield consistent with its stated investment objectives, risk tolerance and SEC liquidity and portfolio rules.

Current rates and other information on the Eagle Sweep Program and money market mutual funds are available at www.firstrepublic.com/brokerage.

Benefits to FRSC

FRSC is making the Eagle Sweep Program and Eagle Preferred Deposit Option (described below) available for reasons that include the features and benefits to be provided to its customers, the profitability and cost to it of providing the various cash program options, and its funding needs.

First Republic Bank and its affiliates and third-party service providers receive fees and derive other benefits from the Eagle Sweep Program and other cash sweep programs offered by FRSC to its customers. First Republic Bank registers a monthly per-account credit to FRSC in its internal books and records for each FRSC account that utilizes the Eagle Sweep Program. First Republic Bank employees may receive referral payments based on asset levels in accounts of clients such employees have referred to FRSC, which includes Eagle Sweep Account balances. Additionally, Pershing receives from FRSC a payment to operate and maintain the Eagle Sweep Program. In the case of money market mutual fund sweep options, FRSC and Pershing receive Rule 12b-1 fees and other servicing fees from participating money market funds. Pershing pays fees to FRSC based on customer balances in FRSC accounts, which includes Eagle Sweep Accounts and money market funds. The various fees discussed in this paragraph create a conflict of interest because they give FRSC an incentive to recommend that clients keep a higher percentage of their assets in cash to earn those fees.

Benefits to Pershing LLC

Pershing receives fees and other compensation and benefits from client accounts and from FRSC and for order flow in respect of client accounts, including your FRSC Brokerage Account. Pershing also uses cash balances that are held as free credit balances in client brokerage accounts to finance its balance sheet and earns interest on margin loans to client accounts.

Changes to the Eagle Sweep Program

FRSC has in the past and likely will in the future at its discretion change the available sweep options for customer brokerage accounts, or change the terms and conditions of any sweep options, including the Eagle Sweep Program and Eagle Preferred Deposit Option, after providing not less than thirty (30) days' written notice. Changes to interest rates, APYs and balances required to qualify for higher rates have in the past and likely will in the future be changed without prior notice to customers. For other changes, FRSC will provide notice prior to: (1) making changes to the Eagle Sweep Program; (2) making changes to the terms and conditions of a deposit product currently available through the Eagle Sweep Program, including the Eagle Preferred Deposit Option (as described below); (3) changing, adding, or deleting deposit products available through the Eagle Sweep Program; or (4) changing your sweep option from one product to another.

FRSC will send written notice of a change to you by email, regular mail, as part of your statement, or by other means, including, if permitted by applicable law, by posting on the FRSC website. The notice will describe the new terms and conditions and provide you with other available options should you choose to decline the new terms, conditions, or products. You may ask us to remit your available cash balances to you or place them in another sweep option for which you are eligible. If you do not close your account within thirty (30) calendar days of the notice of modification to the terms and conditions and/or to the services provided by FRSC, then you will be deemed to have accepted the modification. Any modifications that are required by law will be immediately effective.

Opting In or Out of the Eagle Sweep Program

For all new FRSC Brokerage Accounts opened after March 1, 2007, and carried at Pershing, customers will have agreed that, if they qualify, the Eagle Sweep Program will be used to hold the customer's cash balances, unless the customer directs FRSC in writing to use a different sweep option subject to the customer's eligibility for other sweep options. For FRSC brokerage accounts opened before March 1, 2007, the Eagle Sweep Program is being made available to those customers who direct FRSC in writing to change their existing cash sweep option to the Eagle Sweep Program.

Risks of Eagle Sweep Program

Each of the cash program options provided by FRSC has different risks and is regulated in very different ways. The Eagle Sweep Program, by which Pershing acts as your agent to place your cash balances in your FRSC Brokerage Account into a deposit account at First Republic Bank, is regulated primarily under federal banking laws. Money market mutual funds, on the other hand, are pools of investments in short-term debt instruments and are regulated by the SEC under the Investment Company Act of 1940 and other federal securities laws. Investments in money market mutual funds are securities, and like other securities and non-deposit products held in your FRSC Brokerage Account, are not insured by the FDIC or any other government agency, are not deposits or other obligation of First Republic Bank, FRSC any other bank or depository institution, and are subject to investment risks, including possible loss of principal amounts invested.

Earnings on money market mutual funds are the net return on this pool, after payment of expenses, and tend to go up and down over time with market rates of interest on short-term debt instruments. Some money market mutual funds invest primarily in tax-exempt municipal securities and offer tax savings to certain customers. Interest paid to customers on Eagle Sweep Accounts is fully taxable. Eagle Sweep Accounts with First Republic Bank earn interest based on interest rates set by the Bank, and a money market fund investment earns dividends on fund shares held in your FRSC Brokerage Account. The interest earned on Eagle Sweep Accounts fluctuate and has in the past and likely

will in the future be less than the then-current yield on a money market fund investment.

Eagle Preferred Deposit Option

FRSC makes available to certain of its brokerage customers that participate in the Eagle Sweep Program the Eagle Preferred Deposit Option, which is an option to earn a modestly higher interest rate and APY on a portion of the customers' brokerage deposit than earned on the general balance of the Eagle Sweep Account under the standard tiers of the Eagle Sweep Program. For the portion of your Eagle Sweep Account balance to be treated as an Eagle Preferred Deposit, you must obtain FRSC approval and have a cash balance in your FRSC Brokerage Account or Eagle Sweep Account of at least \$1,000,000 at the time of the initial sweep and maintain at least \$500,000 in cash balances ("Minimum Deposit") in the Account (unless an exception to this Minimum Deposit is approved by FRSC), while also having no anticipated immediate need for the portion of cash to be treated as an Eagle Preferred Deposit. Once you are approved as eligible for the Eagle Preferred Deposit Option by FRSC, a reduction in your available cash balance below \$1,000,000 for a period of time will not impact your eligibility, provided that you maintain the Minimum Deposit, unless your transaction activity demonstrates a more frequent need for available cash to be swept from your Eagle Sweep Account to your FRSC Brokerage Account (i.e., to routinely cover the purchase of securities or other investments through the brokerage account).

For eligible customers that choose to have a portion of their balance in their Eagle Sweep Account treated as an Eagle Preferred Deposit, FRSC manually transfers the eligible amount of the customer's available cash balance into a higher deposit tier within the Eagle Sweep Account.

Eagle Preferred Deposits are held within an Eagle Sweep Account at the Bank. Therefore, the terms and conditions that apply to the Eagle Sweep Account also apply to Eagle Preferred Deposits. The terms and conditions of the customer's FRSC New Account Application, the Disclosure Document for the Eagle Sweep Program, including the Truth in Savings Act disclosure for the Eagle Sweep Account, and the Interest Rate Schedule are also applicable to the Eagle Preferred Deposit option.

Eagle Preferred Deposit Option Disclosures

The Eagle Preferred Deposit is not a separate deposit account with the Bank, but a separate tier within in the Eagle Sweep Account that normally will earn a slightly higher interest rate and APY than the general tiers in the Eagle Sweep Account.

The Eagle Preferred Deposit is not an automatic sweep. The transfer to the Eagle Preferred Deposit is a manual transaction by a Wealth Manager or delegate. The portion of a customer's balance to earn the higher APY must be assigned the higher interest rate tier manually by FRSC, either at the customer's transaction-by-transaction direction or at the discretion of FRSC,

depending on the anticipated cash needs of a customer. The portion of the customer's deposit treated as an Eagle Preferred Deposit is fully liquid, but it is understood by the customer and FRSC that the Eagle Preferred Deposit portion is not immediately needed by the customer, and thus will earn the higher APY set for the Eagle Preferred Deposit Option or the Bank APY set for the appropriate interest rate tier of the Eagle Preferred Deposit at the time of transfer.

Eagle Preferred Deposit Interest Rates and APYs

The interest rate paid to customers on their Eagle Preferred Deposit in their Eagle Sweep Account is set by the Bank in its sole discretion. Interest rates, effective yields and APYs for each of the options for cash pending further investment are subject to change by the Bank at any time. Those rates will normally go up and down to some degree with market rates of interest. Applicable rates of the different sweep options will be different from one another, some paying significantly higher or lower rates than others. The Bank normally sets the interest rate for Eagle Preferred Deposits to be competitive with certain other market rates; however, the Bank does not have a duty to provide the highest rates available.

Changes to the Terms of the Eagle Preferred Deposit Option

FRSC has in the past and likely will in the future at any time change the terms and conditions of the Eagle Preferred Deposit option, after providing not less than thirty (30) days' written notice. Changes to interest rates, APYs and minimum balances required to qualify for higher rates have in the past and likely will in the future be changed without prior notice to the customer. FRSC will provide notice prior to rescinding approval of a customer's eligibility to receive a portion of their balance as an Eagle Preferred Deposit. FRSC will send written notice of a change to you by email, regular mail, as part of your statement, or by other means, including, if permitted by applicable law, by posting on the FRSC website. The notice will describe the new terms and conditions and provide you with other available options should you choose to decline the new terms, conditions, or products. If you do not close your account within thirty (30) calendar days of the notice of modification, or come to a mutual agreement in writing with FRSC as to a different sweep option, to the terms and conditions and/or to the services provided by FRSC, then you will be deemed to have accepted the modification. Any modifications that are required by law will be immediately effective.

Insurance Coverage of Eagle Preferred Deposits

The several cash sweep options available through FRSC are treated differently for purposes of the SIPC coverage and FDIC insurance. You should consider the differences between SIPC coverage and FDIC insurance in evaluating the options.

The delineation of a portion of a customer's Eagle Sweep Account as an Eagle Preferred Deposit does not affect FDIC deposit insurance coverage for the customer's account. A customer's

Eagle Sweep Account, including any portion that is placed in a higher deposit tier as an Eagle Preferred Deposit, is covered by federal deposit insurance of the FDIC up to the SMDIA, which is currently \$250,000 including principal and interest for individual accounts (\$500,000 for joint accounts). Other cash balances held in your FRSC Brokerage Account are not insured by the FDIC but are covered by the SIPC up to the applicable SIPC limits.

FRSC will not be responsible for any insured or uninsured portion of the customer's funds swept in the Eagle Sweep Account under the Eagle Preferred Deposit Option.

Eagle Sweep Account Truth in Savings Disclosure

1. Introduction

In accordance with applicable laws and regulations, this document, together with the current Interest Rate Schedule, constitute the Truth in Savings Disclosure for your Eagle Sweep Account at First Republic Bank (the "Bank"). The Bank is a California state-chartered bank the deposits of which are insured by the Federal Deposit Insurance Corporation ("FDIC") to the extent provided under the Federal Deposit Insurance Act ("FDI Act") and the FDIC rules.

Please read this disclosure, the current Interest Rate Schedule at www.firstrepublic.com/brokerage, the FRSC New Account Application and relevant supplements carefully before accepting them. These documents govern your Eagle Sweep Account.

The Eagle Sweep Account is available only as a cash sweep option linked to a First Republic Securities Company, LLC ("FRSC") Brokerage Account.

This Truth in Savings Disclosure and the Interest Rate Schedule may be found at www.firstrepublic.com/brokerage and are intended to assist you in comparing the terms of our Eagle Sweep Program with other brokerage sweep options available through FRSC, and with those of our competitors.

If you have any questions, please call Customer Service at 1-877-348-5576, option 2.

In this Truth in Savings Disclosure, the words "Account Holder," "you" and "your" refers to the customer and shall mean and refer to the person(s) or entity(ies) whose name(s) appears on the FRSC Brokerage Account and in whose name the Eagle Sweep Account is opened. The words "we" and "us" refer to the Bank and/or its affiliates. The Account Agreement for the Eagle Sweep Account is binding upon you and the Bank, and your and the Bank's respective heirs, executors, administrators, agents, successors and assigns.

2. Eagle Sweep Program Eligibility

Not all FRSC customers qualify for the Eagle Sweep Program. Customers who qualify for the Eagle Sweep program include individuals, joint accounts, personal trusts and estates, state and municipal government entities, certain money market mutual funds, domestic non-profit corporations, sole proprietorships, Individual Retirement Accounts (“IRAs”) and other pension and employee benefit plans, partnerships and for-profit corporations. FRSC may change the eligibility requirements for the Eagle Sweep Program at its discretion. If you have an existing FRSC Brokerage Account that uses a different sweep option, and you are eligible for the Eagle Sweep Program, you may change to the Eagle Sweep Program by signing and returning a letter of instruction or emailing your authorization to FRSC. You may elect the Eagle Sweep Program as your sweep option at any future date you choose, subject to the availability of alternative programs at that time.

Persons and entities that are eligible to be Eagle Sweep Account holders are referred to as “Qualified Participants.” Please ask FRSC for additional details concerning your eligibility to have your funds swept into an Eagle Sweep Account. If you are a Qualified Participant but do not wish to have your excess cash deposited in the Eagle Sweep Account, your cash options may be limited or you may be required to close your FRSC Brokerage Account.

The Bank currently does not require a minimum deposit balance to open your Eagle Sweep Account or have any fees associated with low balances swept into the Eagle Sweep Account by a customer. Your Eagle Sweep Account will be funded solely from available cash balances in your FRSC Brokerage Account.

3. Eagle Preferred Deposit Option Eligibility

For a portion of your Eagle Sweep Account balance to be treated as an Eagle Preferred Deposit, you must obtain FRSC approval and have a cash balance in your FRSC Brokerage Account or Eagle Sweep Account of at least \$1,000,000 at the time of the initial sweep and maintain at least the Minimum Deposit in cash balances in the Account (unless an exception to this Minimum Deposit is approved by FRSC), while also having no anticipated immediate need for the portion of cash to be treated as an Eagle Preferred Deposit.

Once you are approved as eligible for the Eagle Preferred Deposit Option by FRSC, a reduction in your available cash balance below \$1,000,000 for a period of time will not impact your eligibility, provided that you maintain the Minimum Deposit, unless your transaction activity demonstrates a more frequent need for available cash to be swept from your Eagle Sweep Account to your FRSC Brokerage Account (i.e., to routinely cover the purchase of securities or other investments through the brokerage account). FRSC, in accordance with the Bank, will determine if your transaction activity demonstrates a more frequent need for available cash to be swept from your Eagle Sweep Account to the Brokerage Account.

FRSC reserves the right to change the eligibility criteria at its discretion and could in the future require that a customer initiate a minimum deposit balance that is greater than \$1,000,000 and maintain a minimum amount that is greater than \$500,000 at all times to be eligible for the Eagle Preferred Deposit Option.

4. How the Eagle Sweep Program Works

If the Eagle Sweep Program is the designated sweep option for your FRSC Brokerage Account, the excess, available or uninvested, cash balance in your FRSC Brokerage Account is automatically transferred or "swept" into your Eagle Sweep Account, which is an interest-bearing deposit account with the Bank that is insured by the FDIC. The ownership title and address of your Eagle Sweep Account will be the same as your FRSC Brokerage Account, and a single statement covering your FRSC Brokerage Account and your Eagle Sweep Account will be sent to you.

Under the Eagle Sweep Program, excess, uninvested, available cash balances in your FRSC Brokerage Account are automatically transferred or swept into interest-bearing deposit accounts at the Bank, in the name of Pershing LLC ("Pershing") as agent for its customers acting on behalf of themselves and others. These deposits are eligible for federal deposit insurance from the FDIC up to the Standard Maximum Deposit Insurance Amount ("SMDIA"), which is currently \$250,000 in principal and accrued interest per depositor for all accounts of a customer in the same legal capacity at the Bank. Your aggregate deposit balances at First Republic Bank in excess of the SMDIA are not eligible to FDIC deposit insurance. Funds in your Eagle Sweep Account are not covered by the Securities Investor Protection Corporation ("SIPC").

You may have previously elected to sweep excess funds from your FRSC Brokerage Account to a money market mutual fund. FRSC continues to offer these money market mutual fund sweep options only to a limited set of accounts. Not all sweep options are available to all customers of FRSC, and your account may or may not be eligible for the money market mutual fund sweep option. FRSC is giving you the opportunity to invest your excess funds in the Eagle Sweep Program. If you do not wish to have your funds swept into an insured deposit account with the Bank under the Eagle Sweep Program, or wish to discuss your options in more detail, please contact FRSC.

Each Eagle Sweep Account will consist of two separate sub-accounts: (1) a DDA, an interest-bearing transaction sub-account which is a demand deposit account, and (2) a MMDA, an interest-bearing savings account, which is a money market deposit sub-account. **You will earn the same rate of interest and receive the same level of FDIC insurance coverage applicable to the Eagle Sweep Account regardless of the allocation of the funds on deposit with the Bank between your DDA and MMDA.** Pershing, as your agent, will establish these sub-accounts on your behalf in the same name and capacity as your FRSC Brokerage Account. An unlimited number of transfers of funds may be made from the DDA. However, the MMDA is considered a savings deposit under applicable law, and First Republic Bank

must reserve the right to request seven (7) days' notice for transfers from the MMDA. The Bank does not currently impose holds or limits on funds availability on transfers from either interest-bearing sub-account. As your agent, Pershing will on each business day automatically deposit or sweep available cash balances of one penny (\$0.01) or more from your FRSC Brokerage Account into your Eagle Sweep Account. Deposits into your Eagle Sweep Account will be credited to the appropriate interest-bearing sub-account. The Bank will establish and modify from time to time a target balance for the DDA that is designed to optimize the amounts held over time in the two interest-bearing sub-accounts to permit an unlimited number of monthly transfers from the DDA and a high average balance in the MMDA. However, initially, all of the funds will be transferred to the MMDA at the beginning of the monthly statement period, and up to six (6) transfers per monthly statement period will be made to the DDA as needed to fund your FRSC Brokerage Account. On the sixth transfer, the entire balance in the MMDA will be automatically transferred to the DDA. The DDA balance will be transferred back to the MMDA at the beginning of the next monthly statement cycle. For non-interest-bearing tiers, all cash is held in a DDA. Cash needed to fund transactions from your FRSC Brokerage Account will be automatically transferred by Pershing from any available balances in the DDA of your Eagle Sweep Account to the FRSC Brokerage Account. Your FRSC Brokerage Account will fund all your outside transactions, including purchases of securities, checks written against the FRSC Brokerage Account, and fees or other debits charged against the FRSC Brokerage Account. If there are insufficient funds from your Eagle Sweep Account to satisfy transactions or charges from your FRSC Brokerage Account, the charges will be satisfied to the extent possible from your FRSC Brokerage Account available margin, if your account has been approved for margin. Your monthly statement will show any amounts charged against your margin account.

Pershing acts as your agent with regard to your Eagle Sweep Account, including any portion treated as an Eagle Preferred Deposit, and will maintain records for, and process transactions to and from, your Eagle Sweep Account. Your Eagle Sweep bank deposit will be evidenced by a book entry in Pershing's account records. No evidence of ownership, such as a passbook or certificate, will be issued to you, and no deposits or withdrawals will be accepted directly from you by the Bank. The ownership title and address of your Eagle Sweep Account will be the same as your FRSC Brokerage Account, and a single statement covering your FRSC Brokerage Account and Eagle Sweep Account will be sent to you periodically. This statement will show the amounts on deposit in your Eagle Sweep Account, the transfers between your Eagle Sweep Account and your FRSC Brokerage Account, and any charges funded from your FRSC Brokerage Account or charged against your available margin. Transfers between the interest-bearing sub-accounts will not be reflected in the periodic statement and will not affect the Annual Percentage Yield or APY on your Eagle Sweep Account or the extent to which your Eagle Sweep Account qualifies for FDIC insurance.

Funds transferred to your Eagle Sweep Account, including funds availability and acceptance or rejection of any funds, will be governed by the Eagle Sweep Program Agreement. You are not permitted to deposit or withdraw funds from your Eagle Sweep Account directly. Rather, all deposits and withdrawals will be made, and checks paid, from your linked FRSC Brokerage Account. Pershing, as your agent, effects all transfers between your Eagle Sweep Account and your FRSC Brokerage Account to fund transactions from and fees imposed on your FRSC Brokerage Account.

The terms and conditions that apply to, among other things, ACH transfers, wire transfers, funds availability, and acceptance or rejection of any funds for your FRSC Brokerage Account are governed by your separate FRSC Account Application. You should consult the FRSC Brokerage Agreement if you have any questions concerning these matters. Please contact Customer Service with any questions, error resolution requests, account inquiries or concerns about transactions in your FRSC Brokerage Account. If you have questions concerning the Electronic Funds Transfers between your FRSC Brokerage Account and your Eagle Sweep Account, please refer to "How the Eagle Sweep Program Works" on page 11 of this disclosure.

5. Withdrawals — Access to Your Deposits and Availability of Funds

A. General

Withdrawals and deposits of funds from and to your Eagle Sweep Account are processed through your linked FRSC Brokerage Account.

Federal banking regulations require the Bank to reserve the right to require seven (7) days' prior notice before permitting a withdrawal of funds from the MMDA, but not the DDA. The Bank does not currently impose holds or limits on funds availability on transfers from either interest-bearing sub-account of your Eagle Sweep Account back to your linked FRSC Brokerage Account. Although the Bank does not currently exercise this seven (7) days' prior notice provision, the Bank may, in its sole discretion, choose to do so in the future.

The availability of funds for making payments, withdrawals or transfers from your FRSC Brokerage Account is governed by the provisions of your separate FRSC New Account Application. Pershing may impose holds and limits on the availability of funds from your FRSC Brokerage Account or from your Eagle Sweep Account, including for example, to cover the settlement of a pending securities or other transaction from your FRSC Brokerage Account. Please see your FRSC New Account Application for information on availability of funds and hold periods applicable to your FRSC Brokerage Account.

B. No Overdraft Protection

The overdraft protection that is available on certain Bank deposit accounts is not available with your Eagle Sweep Account.

C. Day of Deposit

Interest begins to accrue on the business day a transfer of funds from your linked FRSC Brokerage Account is made to your Eagle Sweep Account. The date of deposit is the date of the Bank's receipt of the funds transferred from your FRSC Brokerage Account.

For the portion of your Eagle Sweep Account that is treated as an Eagle Preferred Deposit, interest begins to accrue the following business day after all eligibility criteria for the Eagle Preferred Deposit Option has been met.

6. Interest Rate and Annual Percentage Yield for Your Eagle Sweep Account

A. General

Your Eagle Sweep Account consists of two linked sub-accounts: (1) the DDA, a demand deposit (i.e., transaction) sub-account, and (2) the MMDA, a money market demand (i.e., an interest-bearing savings) sub-account. Interest will accrue on the combined balances of the interest-bearing sub-accounts, at an interest rate established for your Eagle Sweep Account. The initial simple interest rate, at which interest is paid on the principal balances of the interest-bearing sub-accounts of your Eagle Sweep Account, and the corresponding annual percentage yield ("APY"), at which the interest-bearing sub-accounts of your Eagle Sweep Account would earn interest each year if all interest paid on your Eagle Sweep Account remains in the account, are as specified in the Interest Rate Schedule, as modified by the Bank from time to time, in its sole discretion. The interest rate and APY paid on the interest-bearing sub-accounts of your Eagle Sweep Account are subject to change from time to time without prior notice by the Bank, in its sole discretion. The APY on your Eagle Sweep Account is based on no withdrawal of credited interest and no change in the interest rate for a full year and no withdrawals or addition to the funds on deposit.

The interest rate generally is available at 4:00 p.m. Eastern Time on the business day the rate is set and will apply to balances in your Eagle Sweep Account on that day and on any successive non-business days following such business day. Interest will accrue on Eagle Sweep balances from the business day a transfer of funds from your linked FRSC Brokerage Account is made to your Eagle Sweep Account through the business day preceding the date of withdrawal from the Bank using the daily balance computation method described below. Interest will be compounded daily and credited to your Eagle Sweep Account on a monthly basis, or if the balance on your Eagle Sweep Account is reduced to zero, on the date of the transfer resulting in the zero balance. Daily interest

accrual below \$0.01 is calculated and accrued to your Eagle Sweep Account and paid when total interest accrual equals \$0.01 or greater. Funds in accounts subject to ERISA, the Taft Hartley Act and certain other types of pension, retirement and employee benefit plan accounts (other than IRAs) will have an interest rate tier, interest rate and APY that represents a reasonable rate of return determined in accordance with applicable laws and regulations. You may contact FRSC to determine the current interest rates and APYs applicable to your Eagle Sweep Account or you may obtain this information on the Internet through www.firstrepublic.com/brokerage.

The interest rate and APY paid on your Eagle Sweep Account has in the past and likely will in the future be lower than rates paid by other banks or by the Bank on other accounts, including other types of checking or savings accounts.

The Eagle Sweep Account bears a higher rate of interest and APY, as specified in the Interest Rate Schedule, if you maintain a minimum average balance or meet certain other requirements that are specified in the Interest Rate Schedule. Customers who establish an Eagle Sweep Account but subsequently no longer meet the balance or other requirements that are specified in the Interest Rate Schedule may earn lower rates as specified in the Interest Rate Schedule. The Bank has in the past and likely will in the future revise the Interest Rate Schedule to change interest rates and APYs and the qualifying balance or other requirements to qualify for the higher rate from time to time, in its sole discretion.

The Bank normally offers a higher interest rate and APY on Eagle Preferred Deposits compared to the APY paid on the general balance of Eagle Sweep Accounts and other deposit accounts at the Bank with lower or no minimum balance requirements.

The Bank in its sole discretion may change the interest rate and APY on Eagle Preferred Deposits at any time. Customers should review the Interest Rate Schedule of the Bank or contact FRSC for more information regarding interest rates and APYs offered on Eagle Preferred Deposits. The interest rates paid on Eagle Preferred Deposits are set by the Bank in its sole discretion. Interest rates, effective yields and APYs for Eagle Preferred Deposits are subject to change at any time. Those rates will normally vary to some degree consistent with market rates of interest. Rates for Eagle Preferred Deposits may differ from rates offered under sweep options by FRSC or offered for different tiers of balances, including rates available on general balances in an Eagle Sweep Account.

B. Frequency of Interest Rate and APY Changes

Your interest rate and APY may change at any time in the Bank's sole discretion. Please see the Interest Rate Schedule and the "Interest Rate and Annual Percentage Yield" provision above for information on current interest rates and corresponding APYs. The Interest Rate Schedule can be found at www.firstrepublic.com/brokerage.

C. Compounding and Crediting Frequency

Interest is compounded daily on the interest-bearing sub-account balances in your Eagle Sweep Account, including any portion treated as an Eagle Preferred Deposit. Interest will compound and accrue from the date of deposit to the last full day before the date of withdrawal using the daily balance method. Accrued interest will be credited to your Eagle Sweep Account on a monthly basis or, if the balance on your Eagle Sweep Account is reduced to zero, on the date of the transfer resulting in the zero balance.

D. Method for Calculating Interest

The Bank uses the daily balance computation method to calculate interest on the interest-bearing sub-accounts of your Eagle Sweep Account, including any portion treated as an Eagle Preferred Deposit. This method applies a daily periodic rate to the balance in the interest-bearing sub-accounts of your Eagle Sweep Account each day.

E. How Interest Is Credited if You Close

If you close your Eagle Sweep Account before interest is credited, you will receive the accrued interest on the balance in your Eagle Sweep Account, including any portion treated as an Eagle Preferred Deposit, through the last full day prior to date of your Eagle Sweep Account closure.

7. Your Relationship with the Bank and Pershing

Under the Eagle Sweep Program, Pershing will act as your agent in establishing your Eagle Sweep Account at the Bank, depositing funds into your Eagle Sweep Account and withdrawing funds from your Eagle Sweep Account. No evidence of ownership, such as a passbook or certificate, will be issued to you. The only evidence of your deposits in your Eagle Sweep Account will be a book entry on the account records of the Bank and records maintained by Pershing as your agent. As discussed above, you will be provided with a periodic statement from FRSC that will reflect the balances in your Eagle Sweep Account at the Bank. You should retain these account statements for your records.

Upon your request, we will liquidate your Eagle Sweep Account by either transferring the available balance in your Eagle Sweep Account to your linked brokerage account, or at FRSC's discretion, remitting the remaining balance to you.

Pershing may, in its sole discretion and without notice (unless notice is required by applicable law), terminate your use of the Eagle Sweep Program. In addition, the Bank may, at any time, in its discretion, close your Eagle Sweep Account. No deposits will be accepted after your Eagle Sweep Account is closed. Upon closing, the balance in your Eagle Sweep Account will be transferred to your FRSC Brokerage Account (unless your FRSC Brokerage Account was previously closed), or, at the Bank's discretion, a Bank check for the remaining balance, if applicable, may be mailed to you. If you close your FRSC Brokerage Account to which

the Eagle Sweep Account is linked, the Eagle Sweep Account will also be closed and the funds in your Eagle Sweep Account distributed out through the FRSC Brokerage Account according to the conditions of the FRSC Account Application. You also may terminate your participation in the Eagle Sweep Program by contacting FRSC.

8. Disclosure of Benefits to FRSC, the Bank and Pershing

The investment in your Eagle Sweep Account of the cash balances from your linked FRSC Brokerage Account, including the portion of your balance treated as an Eagle Preferred Deposit, presents the following conflicts of interest. FRSC, which operates your FRSC Brokerage Account, is an affiliate of the Bank. Cash deposited in an Eagle Sweep Account is a deposit obligation of the Bank, and like all deposits, is used by the Bank to fund its general operations. The Bank derives its profits primarily from the spread between its cost of funds (e.g., deposits) and the return on its assets (e.g., loans and other investments it makes), net of expenses. Your Eagle Sweep Account provides a relatively low-cost source of funds to the Bank and thus helps contribute to the Bank's profitability. Pershing, which is not affiliated with the Bank or FRSC, acts for the Bank in establishing, maintaining, keeping the books and records, and providing other services to the Bank related to your Eagle Sweep Account. Pershing may pay certain fees to other broker-dealers, including FRSC, that introduce FRSC Brokerage Accounts to Pershing. Pershing reserves the right to increase, decrease or waive all or part of any fee from the Bank. You will receive notification in advance of any increase. You may have advisory accounts at the Bank's affiliated investment adviser firm ("FRIM"), which presents a conflict of interest to which you consent. FRIM will not reduce its advisory fees to reflect the benefits that your cash balances provide the Bank. For more information on conflicts of interest related to the sweep options, please see the Eagle Sweep Program Disclosure Document. FRIM customers should review FRIM's most recent Disclosure Brochure or Form ADV Part 2 for additional information on conflicts of interest related to the Eagle Sweep Program.

9. Fees Applicable to Your Eagle Sweep Account

Fees generally will be imposed on your linked FRSC Brokerage Account, rather than your Eagle Sweep Account. Any such fees will be charged to your FRSC Brokerage Account. Currently, there are no fees for the Eagle Preferred Deposit Option. However, the following fees apply to all Eagle Sweep Accounts and are in addition to other fees that may be assessed against your linked FRSC Brokerage Account:

Liens \$75.00

Garnishments \$75.00

10. Arbitration

Because your Eagle Sweep Account at the Bank is linked to your FRSC Brokerage Account at our affiliate, FRSC, any disputes regarding your Eagle Sweep Account may be subject to binding arbitration under your FRSC New Account Application. Please see your FRSC Brokerage Customer Agreement for further details.

11. Deposit Insurance Coverage

The Eagle Sweep Account is insured by the FDIC up to the SMDIA, which is currently \$250,000 (including principal and interest) when aggregated with all other deposits held by you in the same title and capacity at the Bank. Joint accounts currently are eligible for up to \$500,000 in FDIC insurance. Your funds are eligible for federal deposit insurance immediately upon placement of the funds by Pershing into your Eagle Sweep Account at the Bank. In the unlikely event that the Bank should fail, the funds in your Eagle Sweep Account are insured up to the SMDIA. Under certain circumstances, if you become the owner of deposits at the Bank either because of a merger or because another depositor dies, beginning six months after the merger or the death of the depositor, the FDIC will aggregate those deposits that you own in the same legal capacity at the Bank. The FDIC provides the six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

You are responsible for monitoring the total amount of deposits that you have with the Bank in order to determine the extent of deposit insurance coverage available to you on your deposits, including deposits in your Eagle Sweep Account. Pershing and FRSC will not be responsible for any insured or uninsured portion of the Bank's Eagle Sweep Accounts, including your Eagle Sweep Account. In the unlikely event that federal deposit insurance payments should become necessary, payment of principal plus unpaid and accrued interest will be made to you by the FDIC up to the deposit insurance limits. There is no specific time period during which the FDIC must make insurance payment available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

If funds in your Eagle Sweep Account or other deposits at the Bank are assumed by another depository institution in a merger or consolidation, these funds will continue to be separately insured from the deposits that you might have with the acquiror until (i) the maturity date of any certificate of deposit or other time deposit that is assumed; or (ii) with respect to non-time deposits, the expiration of a six-month period from the date of the merger or consolidation. Thereafter, for federal deposit insurance purposes, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same name and legal capacity. Any deposits opened at the acquiror depository institution after the merger or consolidation will be aggregated with deposits established with the acquiror for federal deposit insurance purposes.

The application of the federal deposit insurance limits described above to certain common account types is illustrated below.

Individual Client Accounts — Funds owned by an individual and held in an account in the name of an agent or nominee such as your Eagle Sweep Account held through FRSC are not treated as owned by the agent or nominee, but rather by the individual and aggregated with other deposits of the individual held in the same name and legal capacity (including funds held in a sole proprietorship) and insured up to the SMDIA in the aggregate.

Custodial Accounts — Funds in accounts held by a custodian (for example under the Uniform Gifts to Minors Act or the Uniform Transfers to Minor Act) are not treated as owned by the custodian, but rather by the minor or other beneficiary, and aggregated with other deposits of the minor or other beneficiary held in the same legal capacity and insured to up to the SMDIA in the aggregate.

Joint Accounts — A client's interest in funds in all accounts held under any form of joint ownership valid under applicable state law are insured up to the SMDIA in the aggregate, separate from and in addition to the SMDIA allowed on any deposits held individually by each of the co-owners of such accounts. For example, currently, a joint account owned by two persons would be eligible for insurance coverage of up to twice the SMDIA (or currently \$500,000 plus any inflation adjustment) subject to aggregation with each owner's interests in other joint accounts at the same depository institution. This insurance would be separate from the insurance coverage applying to individually owned accounts.

Revocable Trust Accounts — Generally, when an individual deposits money into accounts for which the depositor evidences an intention that upon his or her death the funds shall belong to one or more beneficiaries, the deposit balances are separately insured (from other types of accounts the owner has at the same insured depository institution) in an amount equal to the total number of different beneficiaries named in the account(s) multiplied by the SMDIA set by the FDI Act, which is currently \$250,000. This treatment applies to accounts held under informal and formal testamentary revocable trusts, including "payable-on-death accounts," "in-trust-for" accounts or "Totten Trust" accounts, and "living trusts." The intention that upon the owner's death the funds shall belong to one or more beneficiaries must be evident in the account title using commonly accepted terms. For informal revocable trust accounts, the beneficiaries must be specifically named in the deposit account records of the insured depository institution. The settlor of a revocable trust is presumed to own the funds deposited into the account. To qualify for this FDIC insurance treatment, a beneficiary must be a natural person, or a non-profit entity recognized under the Internal Revenue Code. If a beneficiary does not meet this requirement, the funds corresponding to that beneficiary are treated as the individually owned funds of the owner(s) and will be aggregated with any other single ownership account of such owner(s) and insured up to the SMDIA per owner.

For example, if an individual has a living trust account with four beneficiaries named in the trust and the account owner has no other revocable trust accounts at the same FDIC-insured institution, the maximum insurance coverage would be \$1,000,000, determined by multiplying 4 (the number of beneficiaries) times \$250,000 (the current SMDIA).

For funds owned by an individual in one or more revocable trust accounts naming more than five different beneficiaries and whose aggregate balance is more than five times the SMDIA (revocable trust accounts aggregating above \$1.25 million), the maximum revocable trust account coverage for the account owner shall be the greater of five times the SMDIA (currently \$1.25 million) or the aggregate amount of the ownership interests of each different beneficiary named in the trusts, to a limit of the SMDIA for each beneficiary. Where a revocable trust account is established by more than one owner, the respective interest of each account owner (which are deemed equal) is insured separately, for each beneficiary, up to the SMDIA, subject to the limit described above on revocable trust accounts aggregating in excess of \$1.25 million.

For example, customer "A" has a living trust account with a balance of \$1,500,000. Under the terms of the trust, upon A's death, A's three children are each entitled to \$125,000, A's friend is entitled to \$15,000, and a designated charity is entitled to \$175,000. The trust also provides that the remainder of the trust assets shall belong to A's spouse. In this case, because the balance of the account exceeds \$1,250,000 (five [5] times the SMDIA) and there are more than five different beneficiaries named in the trust, the maximum coverage available to A would be the greater of: \$1,250,000 or the aggregate of each different beneficiary's interest to a limit of \$250,000 per beneficiary. The beneficial interests in the trust for purposes of determining coverage are: \$125,000 for each of the children (totaling \$375,000), \$15,000 for the friend, \$175,000 for the charity, and \$250,000 for the spouse (because the spouse's \$935,000 is subject to the \$250,000 per-beneficiary limitation). The aggregate beneficial interests total \$815,000. Thus, the maximum coverage afforded to the account owner would be \$1,250,000, the greater of \$1,250,000 or \$815,000.

For an example of how deposit insurance works with formal or informal revocable trust accounts established by two individuals, assume customers A and B establish a payable-on-death account naming their two children, two cousins, and a charity as beneficiaries. The balance in the account is \$2,500,000. Neither A nor B has any other revocable trust accounts at the same bank. The maximum FDIC insurance coverage is determined by multiplying the number of account owners, two (2), times the number of different beneficiaries, five (5), times \$250,000, totaling \$2,500,000. Assume instead that in this example, customers A and B, two individuals, establish a living trust account with a balance of \$3.75 million. Under the terms of the trust, upon the death of both A and B, each of their three children is entitled to \$600,000, B's cousin is entitled to \$380,000, A's friend is entitled to \$70,000, and the remaining amount (\$1,500,000) goes to a charity. The

maximum deposit insurance coverage as to each of A and B would be the greater of \$1,250,000 or the aggregate amount (as to each co-owner) of the interest of each different beneficiary named in the trust, to a limit of \$250,000 per account owner per beneficiary. The beneficial interests in the trust considered for purposes of determining coverage for account owner A are: \$750,000 for the children (each child's interest attributable to A, \$300,000, is subject to the \$250,000 per-beneficiary limitation), \$190,000 for the cousin, \$35,000 for the friend, and \$250,000 for the charity (the charity's interest attributable to A, \$750,000, is subject to the \$250,000 per-beneficiary limitation). As to A, the aggregate amount of the beneficial interests eligible for deposit insurance coverage totals \$1,225,000. Thus, the maximum coverage afforded to account co-owner A would be \$1,250,000, which is the greater of \$1,250,000 or the aggregate of all the beneficial interests attributable to A (limited to \$250,000 per beneficiary), which totaled slightly less at \$1,225,000. Because B has equal ownership interest in the trust, the same analysis and coverage determination also would apply to B. Thus, in this example, of the total account balance of \$3.75 million, \$2.5 million would be insured and \$1.25 million would be uninsured.

If the owners of a joint revocable trust account are themselves the sole beneficiaries of the corresponding trust, the account is insured as a joint account and not under the provisions applicable to revocable trust accounts. For deposit accounts held in connection with a living trust that provides for a life estate interest for designated beneficiaries, the FDIC values each life estate interest as the SMDIA for purposes of determining the insurance coverage available to the account owner. A revocable trust account continues to be insured under these provisions if the corresponding revocable trust, upon the death of one or more of the owners, converts to an irrevocable trust.

Irrevocable Trust Accounts — Funds held in an account established pursuant to one or more irrevocable trust agreements created by the same grantor will be insured for up to the Standard Maximum Deposit Insurance Amount per beneficiary, provided that that beneficiary's interest in the account is capable of determination without any contingencies. The deposit insurance coverage of each beneficiary's interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee or other beneficiaries. However, a beneficiary's interest in funds held in irrevocable trust accounts created by the same grantor will be aggregated and insured up to the SMDIA.

Individual Retirement Accounts — Funds held in an individual retirement account, including traditional, Roth, SEP and Simple IRAs, are currently insured up to \$250,000 per participant in the aggregate. In addition, under FDIC regulations, funds held in an IRA are aggregated with funds held in certain other employee benefit plans in which the owner of the IRA has an interest. For example, an individual's interest in deposits at the Bank held by (i) IRAs, (ii) deferred compensation plans for certain employees of state or local government or tax exempt organizations (i.e., Section 457 Plans), (iii) self-directed "Keogh Plans" of owner

employees described in Section 401(d) of the Internal Revenue Code, and (iv) self-directed defined contribution plans are insured for up to \$250,000 per participant in the aggregate whether or not maintained by the same employer or employee organization.

If you have any questions about FDIC insurance coverage, please contact FRSC. You may also wish to seek advice from your own attorney or other advisor concerning FDIC insurance coverage of deposits held in more than one recognized legal capacity. You also may obtain information by contacting the FDIC, Office of Compliance and Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 [TDD] or 202-942-3100), by email (dcainternet@fdic.gov), or by accessing the FDIC's Internet site at www.fdic.gov.

Pass-Through Deposit Insurance Coverage Disclosure Statement

This separate disclosure regarding pass-through deposit insurance is being provided pursuant to Federal Deposit Insurance Corporation ("FDIC") regulations to vested participants of certain employee benefit plans where the employee benefit plan maintains an Eagle Sweep Account at First Republic Bank (the "Bank") that is linked to a First Republic Securities Company, LLC ("FRSC") Brokerage Account. First Republic Bank is a California state-chartered bank, the deposits of which are insured by the FDIC to the extent provided under the Federal Deposit Insurance Act and FDIC rules. This disclosure describes the pass-through insurance rules and how they apply to insure the deposits of vested participants of certain employee benefit plans.

1. "Pass-Through" Insurance

For certain types of employee benefit plans, having more than one participant that maintain an Eagle Sweep Account at the Bank, the FDIC insurance limit is determined under FDIC rules on a "pass-through" basis for each vested participant, allowing more deposit insurance coverage than would be available if the deposit insurance limit were set for the plan as a single owner.

Deposits of an employee benefit plan under Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including any plan described in Section 401(d) of the Internal Revenue Code, as amended ("IRC"), held at the Bank are insured on a "pass-through" basis, in the amount of up to the standard maximum deposit insurance amount ("SMDIA") for the vested interest of each plan participant, provided the FDIC rules governing the recognition of deposit ownership and fiduciary relationships are satisfied. The current SMDIA is \$250,000.

Deposits at the Bank made in connection with certain types of retirement plans that are also deposits of an employee benefit plan or deposits of a deferred compensation plan described in Section 457 of the IRC held at the Bank are insured on a "pass-

through” basis in the amount of \$250,000 for the vested interest of each plan participant, provided the FDIC rules governing the recognition of deposit ownership and fiduciary relationships are satisfied.

2. Aggregation of Multiple Plans

Funds representing the vested interests of a beneficiary in an employee benefit plan, or eligible deferred compensation plan described in Section 457 of the IRC, which are deposited in one or more deposit accounts at the Bank shall be aggregated with any other deposited funds at the Bank representing such interests of the same beneficiary in other employee benefit plans, or eligible deferred compensation plans described in Section 457 of the IRC, established by the same employer or employee organization.

3. Aggregation of Certain Retirement Accounts

Deposits at the Bank made in connection with the following types of retirement plans shall be aggregated and insured in the amount of up to \$250,000 per participant:

- Any individual retirement account described in Section 408(a) of the IRC;
- Any eligible deferred compensation plan described in Section 457 of the IRC; and
- Any individual account plan defined in section 3(34) of ERISA and any plan described in Section 401(d) of the IRC, to the extent that participants and beneficiaries under such plans have the right to direct the investment of assets held in individual accounts maintained on their behalf by the plans.

Only the present vested and ascertainable interests of each participant in an employee benefit plan or “Section 457 Plan,” excluding any remainder interest created by, or as a result of, the plan, shall be taken into account in determining the amount of deposit insurance accorded to the deposits of the plan.

4. Determination of Interests of Defined Contribution Plans

In the unlikely event of default of the Bank, the value of an employee’s vested interest in a defined contribution plan shall be deemed to be the employee’s account balance as of the date of default of the Bank, regardless of whether said amount was derived, in whole or in part, from contributions of the employee and/or the employer to the account.

5. Determination of Interests of Defined Benefit Plans

In the unlikely event of default of the Bank, the value of an employee’s vested interest in a defined benefit plan shall be deemed to be the present value of the employee’s interest in the plan, evaluated in accordance with the method of calculation ordinarily used under such plan, as of the date of default of the Bank.

6. Treatment of Contingent Interests

In the event that employees' interests in an employee benefit plan are not capable of evaluation in accordance with the rules of the FDIC, or an account established for any such plan includes amounts for future participants in the plan, payment by the FDIC with respect to all such interests shall not exceed the SMDIA in the aggregate.

7. Overfunded Pension Plan Deposits

Any portion of an employee benefit plan's deposits which is not attributable to the interests of the beneficiaries under the plan shall be deemed attributable to the over-funded portion of the plan's assets and shall be aggregated and insured up to the SMDIA, separately from any other deposits.

8. Where to Obtain More Information

You can learn more about FDIC deposit insurance coverage and limits by reading the FDIC's deposit insurance coverage rules at 12 C.F.R. Part 330 and viewing additional information that is available on the FDIC's website at www.fdic.gov.

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to serve you.

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