

MID ATLANTIC TRUST COMPANY (“MATC”) PROPRIETARY NETWORK BANK  
DEPOSIT PROGRAM (**DepositxChange™**)  
CUSTOMER DISCLOSURE DOCUMENT & TERMS OF USAGE

This section highlights certain key features of the Program (the “Program” or “DepositxChange”). Please read the complete Disclosure Document before you decide to participate in the Program. No party is authorized to provide any information regarding the Program that is in conflict with this Disclosure Document, and if in conflict with this Disclosure Document it must be disregarded.

<b>Program Summary</b>		
<b>Program Banks (each a “Bank”)</b>	Unless otherwise stated, as used throughout this document, any mention of Program Bank or Bank shall mean one or more of the institutions referenced at the URL set forth in Appendix A. Program Banks may be added or substituted in the Program from time to time, which information will be provided at the above referenced URL, and also by electronic notice to participating plans.	Page 13
<b>How the Program Works</b>	The Program is a core account investment vehicle used to hold employee benefit plan participant investment balances as part of the regularly offered plan investment lineup. Typically, the Program would replace or complement money market mutual funds or stable value funds in a plan lineup. MATC, as DepositxChange custodian and administrator, will facilitate the daily deposits and withdrawals between participating plans and the Program Banks, as well as maintain sub-accounting records necessary to reflect the allocation of daily balances across the Program Banks on behalf of each participating plan. MATC will automatically allocate balances on a pro-rata basis (based upon each Bank’s indicated Program deposit capacity) across all Program Banks and also provide a daily interest factor consisting of the aggregate composite yield provided by the Program Banks. Each Bank sets its own deposit interest rate from month to month on a formula basis set forth in its deposit agreements. MATC will provide certain key information on the Banks via web interface. Participants may direct any portion of their account balance to DepositxChange when selected by the plan in a manner similar to choosing other investment options in the plan lineup. See Appendix A.	Page 6
<b>Eligibility</b>	“Employee benefit plans” defined consistent with applicable FDIC regulations will be eligible to participate in the Program. Each participating plan must utilize MATC for custody and trading for its Program assets and other NSCC eligible investments in order to facilitate daily processing and be eligible for the Program.	Page 6

<p><b>Available Bank Options</b></p>	<p>MATC offers DepositxChange, which is a proprietary bank deposit investment network consisting of select banks which choose to become Program Banks under the terms offered to them. MATC performs custodial and related functions for the Program, consisting principally of daily net cash transfers to and from the Banks, crediting and allocation of interest income, trust master account maintenance, and plan level sub-accounting and reporting functions. MATC has arranged for the Banks to participate in the Program, but does not recommend any Bank or provide investment advice related thereto, its services and activities being limited to administrative, custodial, and related services of a platform nature necessary to operate the Program. Only Banks that have a minimum of \$2 billion in assets and are ‘well capitalized’ within the meaning of Federal banking regulations are admitted to participate in the Program. MATC undertakes no additional due diligence or credit review with respect to the Program Banks, this being the responsibility of the plan and its advisors.</p>	<p>Page 7</p>
<p><b>FDIC and SIPC Protection</b></p>	<p>Your Program Deposit (as defined in this Disclosure Document) at the Bank will be eligible for FDIC insurance in the manner and to the extent more fully described herein. You need to review and understand how FDIC insurance will apply to your Program Deposits. Each plan’s deposit balance is only eligible for FDIC insurance once it becomes a Program Deposit and is received and held by the Program Banks. MATC funds deposits via net wire transfer to each Bank on a daily basis upon receipt of instructions from your plan’s authorized administrator. Your cash balance, while held by MATC, is not FDIC insured by your Program Bank, but subject to FDIC limitations, is eligible for coverage by MATC’s processing banks utilized for funds awaiting investment pursuant to MATC’s regular operating procedures. This includes amounts in the cash balances placed in your plan that have not yet been processed for investment. Any securities held in your plan account at MATC, including money market mutual funds (as opposed to the Program Deposit held by a Program Bank), are investment products, and as such: (i) are not insured by the FDIC; (ii) carry no direct bank or government guarantees; and (iii) are subject to investment risk, including loss of principal amount invested. <b>Program Deposits are not covered by SIPC.</b></p>	<p>Page 11</p>
<p><b>Program Bank List &amp; Changes to Your Program Banks</b></p>	<p>The Program Bank List specifies the Program Banks into which the plans’ funds will be deposited. At the time of your account opening, the Program Bank List will contain all Program Banks presently accepting new deposits. Circumstances, including a Bank resigning from the Program or limiting further deposits, may require a change to the Program Bank List. Accordingly, the Program Bank List may be amended from time to time as new banks may enter or existing Banks resign from the Program. A current Program Bank List, along with summary information regarding each Program Bank, is maintained by MATC and may be accessed at the URL specified in Appendix A. With respect to any change in the Program Bank List, you will be deemed to have accepted said change either (i) upon receipt by MATC of instructions and funds to place a subsequent deposit to the Program, or (ii) MATC not having received instructions to withdraw your entire Program Deposit balance within five (5) business days of your electronic receipt of notice of said change. In the case of a withdrawal instruction, normal daily next day liquidity will be available.</p>	<p>Page 9</p>

<p><b>Rate of Return</b></p>	<p>The current interest rate for your Deposit Accounts may be obtained at the URL specified in Appendix A. Your balances will earn the rate of interest offered by each Program Bank within which your funds are deposited. Your interest rate is based upon your Program Deposits in accordance with the published formula based rate of your Program Bank, as determined by your Program Bank. Each Program Bank's interest rate may reset on the first of every calendar month according to the formula provided. Over any given period, the interest rates on the Program Deposits may be higher or lower than the rate of return on other core account investment vehicles that are non-FDIC insured or on bank account or money market mutual fund deposits offered outside the Program. While each Bank will provide you with its own rate of interest, as an administrative convenience, MATC will compute and provide a daily composite rate across all Banks on a pro-rata basis, with respect to each Program Bank balance held by MATC on your behalf.</p> <p>No Bank has a duty to offer the highest rates available or rates that are comparable to or exceed money market mutual funds, nor has MATC admitted Banks to the Program solely based upon the interest rate offered. Further, interest rates will change from month to month according to each Bank's formula, and may decrease depending upon market conditions. By comparison, money market mutual funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. Generally, Participating Banks have agreed to formula-based rates for the Program. Each Program Bank is also required to provide a "floor" to their formula rate, which is the minimum it will pay, regardless of the rate indicated by its formula. However, there can be no assurances that Program Bank rates will exceed other cash equivalent deposit rates at any point in time. Past performance is no guarantee of future results. The Program should not be viewed as the sole solution for a long-term retirement investment program. It is designed to offer an FDIC eligible investment solution for plan participants seeking daily liquidity and stable dollar value investing, but should not be expected to outperform a diversified portfolio of equity and fixed income investments over a reasonable market cycle. Please consult your investment advisor for more information.</p>	<p>Page 8</p>
<p><b>Duty to Monitor</b></p>	<p><b>Each plan is responsible for informing their participants of their responsibility for monitoring the total amount of deposits that they beneficially have with each Bank in order to determine the extent of FDIC insurance coverage available to it and its participants.</b> Generally, FDIC insurance limits will be determined at the plan participant level. MATC will furnish daily balance reports at a plan level to each plan and/or its administrator to assist in monitoring balances in the Deposit Accounts, but MATC will not have access to plan participant level balances, nor will it have information regarding other possible deposit relationships between plan participants and Participating Banks, and accordingly does not undertake to monitor the extent of FDIC coverage available.</p>	<p>Page 7</p>

<p><b>Benefits to MATC and Others</b></p>	<p>The Program creates financial benefits for MATC. MATC will generally receive a fee of up to 0.30% per annum on daily account balances for Program management, custody, and administrative services, paid from the interest credited to your account by each Bank in connection with the Program. In addition, MATC may collect and remit to your investment advisor, plan administrator or record keeper additional fees, not to exceed 0.20% per annum, in return for their assistance with depositor communications and servicing. Please refer to your regular fee disclosure communications for further details and current information.</p>	<p>Page 10</p>
<p><b>Contact Information</b></p>	<p><b>Mid Atlantic Trust Company</b>  <b>Attn: DepositxChange™ Administrator</b>  1251 Waterfront Place, Suite 510  Pittsburgh, PA 15222  Phone: (412) 391-7077</p>	

**I. INTRODUCTION**

MATC (referred to in this Document as “MATC”, “we”, “our” or “us”) is making available investment platform services for participant directed investments into FDIC insurance eligible bank **accounts in your trust or custodial** account (“Account”) held with us or our affiliates in conjunction with your other plan investments. The terms “account owner,” “you,” and “your” refer to the beneficial owner indicated on the account application. For trust accounts, these terms refer both to the entity and to all account owners. This document sets forth the details of the Program, as well as the terms and conditions of the Program, your acknowledgment and acceptance of which is confirmed by you upon receipt by us of your initial Program deposit, and reconfirmed each time we receive an additional Program deposit from you.

Your Account has a variety of investment vehicles that are offered to your plan participants. At your or your authorized service provider’s direction, we provide you with trading, settlement and other administrative services for these investment vehicles selected by you or your authorized plan advisor (each, a “core account investment vehicle”) that are used to invest plan assets. The Program will become one such core account investment vehicle. The bank deposits that we are making available through the Program affect the choices available to you and your plan participants for your core account investment vehicle for available investment balances in your Account.

At your or your authorized administrator’s direction, the Program will take available cash in your Account, that otherwise would be invested in one of the other core investment vehicles, and deposit it into interest-bearing FDIC-insurance eligible deposit accounts (“Deposit Accounts”) at one or more FDIC-insured depository institutions set forth in the list of depository institutions participating in the Program (each a “Program Bank” or “Bank”). The list of Banks participating in the Program (the “Program Bank List”) can be found at the URL set forth below in Appendix A, which will also be available to your authorized investment advisor and administrator at the URL. Once your available cash balance has been received by a Program Bank, it is referred to as your “Program Deposit.”

At the time funds are deposited with one or more Banks through the Program, your investment in the Program is eligible, subject to the limitations described in this Disclosure Document, to be insured, up to applicable limits, by the Federal Deposit Insurance Corporation (the “FDIC”). Funds in the Deposit Accounts at each Program Bank are generally eligible for deposit insurance by the FDIC up to a total of \$250,000 principal and accrued interest per plan depositor. For this purpose, depositor insurance in your qualified retirement plan can be determined with respect to each beneficial owner, at the plan participant level, so long as FDIC requirements are met. Provided that the fiduciary’s records, maintained in good faith and in the ordinary course of business, indicate the ownership interest of the beneficial owner of the account, the FDIC will insure the deposits of the beneficial owner to the same extent, and subject to the same limitations, as deposits held by the beneficial owner directly with the insured institution in the same insurable capacity. This available “look through” addresses most insurable capacities (e.g., individual, joint, etc.) when aggregated with all other deposits held in the same insurable capacity at a Program Bank. Funds in the Deposit Accounts (aggregated with all other insurable capacities of the depositor) held at a Program Bank and on behalf of a plan participant are insured up to \$250,000. Funds deposited in Deposit Accounts are not eligible for coverage by the SIPC.

**Any deposits (including certificates of deposit) that a plan participant maintains in the same capacity directly with a Program Bank, or**

through an intermediary (such as us or another trust company, custodian or broker), will be aggregated with deposits in the participant's Deposit Accounts at such Program Bank for purposes of the current \$250,000 FDIC limit ("Maximum Applicable FDIC Deposit Insurance Amount"). You and your plan participants are responsible for monitoring the total amount of deposits that you have with each Program Bank in order to determine the extent of FDIC deposit insurance coverage available. You should review carefully the section of the Disclosure Document titled "FDIC/SIPC Coverage".

**Please note that MATC, as your directed trustee or custodian, will place, regardless of the size of your Program Deposits and the amount of FDIC insurance coverage available, the full amount directed by you with the Program Banks. If your Program Deposits at a Bank exceed the Maximum Applicable FDIC Deposit Insurance Amount at a Bank, funds in excess of the eligible portion, if any, of the Maximum Deposit Amount will not be covered by FDIC insurance. MATC does not have the necessary information regarding other direct and indirect banking relationships of yours or your plan participants, and does not undertake responsibility to monitor insurance eligibility. You and your plan participants have the sole duty to monitor Program Deposit balances and FDIC eligibility.**

Each Deposit Account constitutes a direct obligation of the Program Bank to you and is not directly or indirectly an obligation of MATC. To be eligible for the Program, a bank must have a minimum of \$2 billion in total assets, and be "well capitalized" under Federal regulatory rules. Refer to [www.occ.treas.gov](http://www.occ.treas.gov) and [www.fdic.gov](http://www.fdic.gov) for additional information on the definition of a "well capitalized" bank. We do not guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning such Banks. You can obtain publicly available financial information concerning each Program Bank at [www.ffiec.gov](http://www.ffiec.gov) and [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200. **We may provide publically available information regarding the Program Banks at the URL set forth on Appendix A from sources we reasonably believe to be reliable as identified therein, for the convenience of our customers. We do not independently verify the accuracy of such information, and we do not undertake to provide investment advice, credit analysis, or any recommendations with regard to any Program Bank. We do not undertake to endorse any bank rating information with respect to any Banks, that being the sole responsibility of the ratings providers. You and your investment advisor are solely responsible for all investment decisions regarding the Program and Program Banks.**

**You will not have a direct account relationship with the Program Banks. MATC as your directed trustee or custodian will establish the Deposit Accounts at each Program Bank and make deposits to and withdrawals from the Deposit Accounts. We will receive a fee for administration of the Program from each Program Bank. The amount of the fee paid to us will affect the interest rate paid on the Deposit Accounts. You should review carefully the section of the Disclosure Document titled "Information About Your Relationship with your MATC and the Program Banks."**

As discussed herein, interest rates on the Deposit Accounts will vary based upon prevailing economic and business conditions. While we anticipate that the interest rates offered for the Deposit Accounts will remain competitive with other cash equivalent alternatives offering daily liquidity, the Program Banks do not have a duty to offer the highest rates available or rates that are comparable to Money Funds. By comparison, Money Funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses.

The information in this Disclosure Document applies, unless otherwise indicated, to each eligible Account for which you are an owner, whether as trustee, custodian, or in any other capacity.

#### Access to Funds in the Deposit Accounts

As required by federal banking regulations, each Program Bank has reserved the right to require seven (7) calendar days' prior notice before permitting a withdrawal of any Program Deposits. So long as this right is not exercised, your ability to access funds on a daily basis (T+1 settlement) should not be impacted. Your interest in a Deposit Account is not transferable.

## II. DETAILS

This Disclosure Document contains key information about the Program which is offered to you by Program Banks and administered by us. Additional terms, conditions, and disclosures applicable to your account held with us are included in other documents, including your account application, account agreement, and applicable privacy notice ("Other Agreements") and are hereby incorporated by reference into this Disclosure Document. In the event of a conflict between the terms of this Disclosure Document and the Other Agreements, the Disclosure Document will control. Please review these Other Agreements for important information governing your account.

## **A. Program Eligibility**

Eligibility for the Program is based on account type and the ownership of your Account. In order to be eligible for the Program, and FDIC insurance pass through insurance, you must meet the FDIC regulations for employee benefit plan deposits held by a depositor through a fiduciary relationship. The FDIC defines "fiduciary" to include a trustee, agent, nominee, guardian, executor or custodian. The beneficial owners of the Deposits must be limited to participants in employee benefit plans consistent with Section 330.14 of the FDIC regulations. This includes plans described in section 3(3) of ERISA and any plan described in section 401(d) or 403(a) of the Internal Revenue Code. In this respect, you acknowledge that your Program eligibility is based on your assurances that your Deposits are beneficially owned by an employee benefit plan meeting the above FDIC requirement, and the details of the relationship and the interests of beneficial owners (plan participants) in the Account can be ascertainable from records maintained, in good faith and in the regular course of business, by you or by some person or entity (such as your plan administrator) that has undertaken to maintain such records in your behalf.

**If we determine that your Account is not eligible or the Program eligibility requirements change, we may close your Deposit Account, whereupon the proceeds thereof will be returned to your Account in cash, pending further investment or disbursement instructions to us.**

## **B. How the Program Works**

### Transactions with the Program Banks

Through the Program, investible cash balances in your Account (resulting from sales of securities, deposits, dividend and interest payments, payroll deductions, and other activities) will be available to be transferred into interest-bearing FDIC-Insurance eligible Program Deposit Accounts at one or more Program Banks on the Program Bank List. We will accept these instructions from you or your designated authorized service provider in the normal course of business in accordance with your Account arrangements as evidenced by other agreements in effect with us, and said transfers to and from your Deposit Account will be effected in accordance with our regular daily net settlement procedures applicable to your Account.

The Program Bank List may contain the names of up to five or more Banks. At the time of your first deposit to the Program, the banks then on the Program Bank List will constitute the banks with which we will transact on your behalf. ("Designated Banks"). These banks will remain your Designated Banks unless and until you are notified that the Program Bank List has changed. This may occur if a Designated Bank has withdrawn from the Program, or a new bank becomes a Program Bank. We will allocate each deposit made by you to each of the Program Banks currently accepting deposits on a pro-rata basis, based upon each Bank's respective maximum agreed deposit level. For example, and for illustrative purposes only, if there were three Program Banks, two with an indicated capacity of \$250 million, and the third with an indicated capacity of \$500 million, a \$1,000 deposit by you would be allocated \$250 to the two banks with the lower capacity, and \$500 to the bank with the highest capacity. In this manner, no bank will reach capacity so long as the overall Program has capacity. MATC intends to admit additional banks to the Program so that necessary excess capacity is held at the Program level. A new bank entering the program will immediately be brought to its pro-rata deposit share while an existing Bank's balances will be reallocated to remaining Program Banks. You will be electronically provided with updated information necessary to assist you in determining your balances at each Program Bank.

You may not change the Banks on the Program Bank List, nor may you exclude any of the Program Banks from your Designated Banks. If you choose not to allocate any of your deposit balances to any Program Bank, you must liquidate all balances at all Program Banks and withdraw from the Program.

### Maximum Deposit Amount

MATC, as your agent, will place, regardless of the maximum potential applicable FDIC insurance coverage available in any one Bank the total amounts as we are instructed by you or your authorized service provider, without regards to the amount of your FDIC insurance eligibility or the amount of funds you have with a Program Bank in relation to the Maximum Deposit Amount at a Bank

**Your plan participants are responsible for monitoring the total amount and insurable capacity of deposits both as part of and outside of the Program that you have at the Program Bank for the purpose of determining the FDIC insurance coverage for those deposits.**

### Program Limitations

The amount of your cash balances that are transferred into Deposit Accounts may need to be limited if the Program would reach its capacity based upon the aggregate capacity of the Program Banks as described in this Disclosure Document, or for other exceptional circumstances. You will receive notification in advance of any capacity limitation of the Program, and if advance notice is not practical due to the circumstances, you will be notified as soon as is reasonably practical. Please consult the following sections for further important information; as such action may affect the amount of your cash balances that are covered by FDIC insurance.

#### **C. FDIC Insurance Coverage in General**

The Deposit Accounts (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, to the Maximum Applicable FDIC Deposit Insurance Amount set by the FDIC for all deposits held in the same insurable capacity at any one Program Bank, as more fully explained below. Your funds become eligible for deposit insurance immediately upon placement into a Deposit Account at a Program Bank. Generally, any accounts or deposits that you may maintain directly with a particular Program Bank, or through any other intermediary, in the same insurable capacity in which the Deposit Accounts are maintained would be aggregated with the Deposit Accounts for purposes of the Maximum Applicable FDIC Deposit Insurance Amount.

**You and your plan participants are responsible for monitoring the total amount of deposits that you hold with any Program Bank, directly or through an intermediary, for example, through your plan participating in the Program and any other retirement plan, in order to determine the extent of deposit insurance coverage available to you and your plan participants on your deposits, including the Deposit Accounts. We are not responsible for any insured or uninsured portion of the Deposit Accounts or any other deposits.**

See **"FDIC /SIPC Coverage"** above for more detailed information on insurance coverage of Deposit Accounts and Accounts.

#### **D. Alternatives to the Program**

Please consult with your investment advisor to determine the advisability of participating in the Program, and what other alternatives are available to you in order to achieve stable dollar value liquidity similar to that offered by your Program Deposits. We do not undertake to provide any investment advice with respect to the Program or other alternatives available to you. Neither MATC nor any Bank have a duty to offer the highest rates available or rates that are comparable to or exceed money market mutual funds. By comparison, money market mutual funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. There can be no assurances that Program Bank rates will exceed other cash equivalent deposit rates at any point in time. Past performance is no guarantee of future results. The Program should not be viewed as the sole solution for a long-term retirement investment program. It is designed to offer an FDIC eligible investment solution for plan participants seeking daily liquidity and stable dollar value investing, but should not be expected to outperform a diversified portfolio of equity and fixed income investments over a reasonable market cycle. In most interest rate environments, the Program will not offer interest rates that are competitive with those available in stable value products that do not offer daily liquidity. Please consult your investment advisor for more information.

### **III. PROGRAM BANKS**

#### **A. General Information about Program Banks**

The Program Bank List specifies the Program Banks into which your funds will be deposited according to your choice of a Designated Bank. The Program Bank List is shown below in Appendix A and will also be available from your investment advisor or at the URL specified in Appendix A. The Program Bank List indicates all Banks on the Program Bank List. This Program Bank List may change from time to time as new banks are added or withdrawn. You should review the Program Bank List carefully, and also monitor publically available information regarding the Program Banks, including such information as may be available at the URL specified in Appendix A.

## **B. Deposit Accounts**

Your Program Deposits will be deposited into your Designated Bank into one or more of the following accounts: (1) an interest-bearing savings deposit account (commonly referred to as a Money Market Deposit Account or "MMDA" account) and (2) an interest-bearing transaction account (commonly referred to as a Negotiable Order of Withdrawal or "NOW" account). You will receive the same interest rate on the funds in your MMDA account and in your NOW account at each Program Bank. Your Account statement will reflect the combined balances of the MMDA account and the NOW account at each Program Bank.

Your Program Deposits will be combined with the Program Deposits of other customers of MATC that participate in the Program. For ease of reference, however, the portion of your Program Deposit that is allocated to the NOW account is referred to as "your" NOW account and the portion of your Program Deposit that is allocated to the MMDA account is referred to as "your" MMDA account. MATC will maintain separate sub-account(s) for you in its books and records as necessary to determine your plan balances on a daily basis. Such information is available to you and your investment advisor and administrator at the URL specified in Appendix A.

For purposes of this Program, business day generally means a day on which the Program Banks participating in this Program are open for business. Available cash balances will not begin to earn interest or be eligible for FDIC insurance until transferred into the Deposit Account(s) at the Program Bank.

## **C. Withdrawals – Access to Your Program Deposits**

We will process withdrawals with Programs Banks on a net daily basis via wire. For purposes of your plan transactions, including withdrawals, your withdrawal processing will mirror the daily T+1 settlement processing that we utilize for other core investment vehicles in your Account.

You may access your Program Deposits only through your MATC Account. You cannot access or withdraw Program Deposits by contacting a Program Bank directly.

As required by Federal banking regulations, each Program Bank has reserved the right to require seven (7) calendar days prior notice before permitting a withdrawal of any Program Deposits. So long as this right is not exercised, your ability to access funds, should not be impacted. Your interest in a Deposit Account is not transferable.

## **IV. INTEREST**

### **A. Interest Rates**

The interest rate for your Deposit Accounts may be obtained at the URL specified in Appendix A, and will also be provided on your statements. Interest income on your Program Deposit is accrued daily, compounded monthly and the amount is reflected on your Account statement as of the last business day of the statement period. Interest on your Program Deposit begins to accrue on the business day those funds are received by the Program Bank, which will typically be the business day following the day your or your authorized administrator instructs us to initiate a deposit to your Deposit Account. Generally, interest will accrue to Deposit Account balances through the business day preceding the date of withdrawal from your Deposit Accounts at a Program Bank. Non-business days with a Program Bank will be included in the interest accrual.

Your balances will earn the rate of interest provided by the Program Bank within which your funds are deposited. Generally, these rates will be adjusted monthly and published in the interest rate schedules available at the URL specified in Appendix A. Each Program Bank has determined its own interest rate formula and floor. You will not receive notification in advance of any changes to the interest rate on your Program Deposit, but the URL will be updated by the second business day of each month to reflect current rates, and you are encouraged to check the URL as you determine advisable for current interest rate information. Interest on your Program Deposit will be paid by the Program Bank to MATC which will in turn credit your share, net of fees and Program expenses (see fee disclosures herein), to your Program sub-account on a monthly basis.

Over any given period, the interest rates on the Program Deposits may be lower than the rate of return on other core account investment vehicles which are not FDIC eligible or on bank account deposits offered outside of the Program. Program Banks do not have a duty to offer the highest rates available or rates that are comparable to Money Funds. By comparison, Money Funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. The Program should not be viewed as a long-term investment option. If you desire, as part of an investment strategy or otherwise,



to maintain a cash equivalent position in your account available for participants for other than a short period of time and/or are seeking the highest yields currently available in the market for your cash balances, please contact your investment advisor to discuss investment options that may be available outside of the Program that may be better suited to your goals. You should compare the terms, interest rates, required minimum amounts, and other features of the Program with other accounts and alternative investments. Past performance is not indicative of future results.

#### **B. Interest Credited to Your Deposit Account**

Interest will generally be credited to your Deposit Account on a daily basis based on a daily accrual factor (as adjusted on the first of each month as necessary to reflect the then current interest rate offered) that we receive from Program Banks. Typically, Program Banks will credit the Program Account for interest earned on a monthly basis at month end, however intra-month interest credits may occur in the instances where there has been a change to the Program Bank List intra-month. Interest amounts on adjustments are rounded to the penny and for interest amounts of less than half a cent you will receive no interest and you also will not be debited.

### **V. CHANGES**

#### **A. Changes to the Program Bank List**

One or more of the Banks included on the Program Bank List may be removed and replaced with a substitute Bank. Generally, you will receive notification via posting to the URL referenced in Appendix A of any change to the Program Bank List, interest rate formulas for new banks, and any material changes to the Program. We may also notify you that a change will be forthcoming and direct you to your plan administrator or to the URL referenced in Appendix A for specific information on such change. We will provide you with notice of such changes as soon as is reasonably practical. It is your obligation to monitor your accounts, your FDIC coverage and your FDIC insurance eligibility. Changes to the Program Bank List will be posted at the URL referenced in Appendix A and you should consult this site for the most up-to-date information about the Banks. Other changes to the Program may be posted to this site as well and you should direct any questions you may have to your plan administrator. If you do not agree to any changes, you should contact your plan administrator or investment advisor to discuss an alternative investment vehicle or transferring your Deposit Account to another provider. With respect to any change in the Program Bank List, you will be deemed to have accepted said change either (i) upon receipt by MATC of instructions and funds to place a subsequent deposit to the Program, or (ii) MATC not having received instructions to withdraw your entire Program Deposit balance within five (5) business days of your electronic receipt of notice of said change. In the case of a withdrawal instruction, normal daily next day liquidity will be available.

#### **B. Limitations on Deposits**

The amount of your cash balances awaiting allocation to a Program Deposit may need to be limited if the Program Banks cannot accept deposits due to exceptional circumstances, or due to the Program having reached balance capacity. In such event, your administrator will be notified immediately, and funds not invested into a Program Deposit Account will be held in a non-interest bearing cash settlement account for your benefit by MATC awaiting instructions from your plan administrator. In this instance, MATC may earn "float" on the un-invested balances awaiting instructions, as more fully described in your Account documents and at the URL referenced in Appendix A. Please refer to these for important float disclosures.

#### **C. Notices**

All notices described in this Disclosure Document may be made by means of a letter, an entry on or insert with your Account statement, or an entry on a trade confirmation or by electronic or other form of notification if available to you by us which may include but is not limited to, electronic alerts, posting to the URL referenced in Appendix A, or e-mail.

### **VI. ACCOUNT INFORMATION**

#### **A. Statements and Confirmations**

Information regarding your Deposit Account and related transactions will be included with the regular statement for your Account available via email, the link identified at the URL referenced in Appendix A, or regular mail depending on your standing Account instructions and will: (i) indicate your beginning and ending Program Deposit at your Program Banks as of the last business day of each monthly statement period; (ii) detail deposits and withdrawals to and from the Program Deposit Account during the statement period; and (iii) reflect interest credited to your Account. This information is provided in lieu of separate email

confirmations for each transaction to and from a Program Deposit Account during the statement period. For details of each transaction to and from a Program Deposit Account, as well as other plan investment and cash activity, you may log into MATC's website <https://secure.macg.com> by using your secured username and password as provided to you at the time of your Account establishment with MATC.

Because you are responsible for monitoring the total amount of your deposits at a Program Bank (including any Program Deposit held at such Program Bank and all deposits you may make at a Program Bank outside the Program), in order to determine the extent of FDIC insurance coverage available, you should carefully review your statements to determine if a change in the Program Bank balances has an impact on your deposit insurance coverage.

## **VII. INFORMATION ABOUT YOUR RELATIONSHIP WITH MATC AND THE PROGRAM BANKS**

### **A. Relationship with MATC and the Program Banks**

As your custodian or trustee, MATC is responsible for establishing the Deposit Accounts at each Program Bank, depositing funds into the Deposit Accounts, withdrawing funds from Deposit Accounts and transferring funds between Deposit Accounts. Deposit Account ownership will be evidenced by a book entry on the account records of each Program Bank showing the Deposit Accounts as custodial or trust accounts for the benefit of you and other customers and by records maintained by MATC as your trustee or custodian. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your Account statements will reflect the balances in your Deposit Accounts at the Program Banks. You should retain the Account statements for your records. Once established on your behalf, the Deposit Accounts are obligations solely of the Program Banks and not MATC or any other entity. You may at any time obtain information about your Deposit Accounts by contacting your plan administrator or investment advisor.

If either you or we terminate your use of the Program as a core account investment vehicle or, if one or more Program Banks with which you have deposits in the Program cease to participate in the Program, you may establish a direct depository relationship with each such Program Bank, subject to its rules with respect to maintaining Deposit Accounts and those of your plan administrator.

ESTABLISHING THE DEPOSIT ACCOUNTS DIRECTLY IN YOUR NAME AT A PROGRAM BANK WILL SEPARATE THE DEPOSIT ACCOUNTS FROM YOUR MATC ACCOUNT. IF YOU ESTABLISH A DIRECT DEPOSITORY RELATIONSHIP WITH A PROGRAM BANK, THE DEPOSIT ACCOUNTS WILL NO LONGER BE REFLECTED IN YOUR ACCOUNT STATEMENT AND WE WILL HAVE NO FURTHER RESPONSIBILITY CONCERNING THE DEPOSIT ACCOUNTS.

### **B. Benefits to MATC and Others**

The Program may create financial benefits for us and our affiliates. We will receive a fee from each Program Bank for our administrative services provided in connection with the Program (equal to a percentage of all participants' average daily deposits at the Program Banks). Amounts will vary, but in no event will be more than 0.30% per annum (net of any third party fees) on an annualized basis as applied across all Deposit Accounts. In our discretion, we may reduce our fee and may vary the amount of the reductions between clients. Generally the fee is a Program level fee and will not vary from Bank to Bank. The amount of fee received will affect the interest rate paid by the Program Bank on your Deposit Accounts. In addition, fees not to exceed 0.20% per annum may be paid to your plan administrator, service provider or investment advisor, which they may retain as part of their reasonable compensation or credit to you in reduction of their fees, or otherwise rebate to you for the exclusive benefit of plan participants, depending upon your arrangements with these service providers. All fees retained will be disclosed through the URL specified in Appendix A as a gross expense ratio. We reserve the right to modify the fees we receive from the Program Banks, in which case you will receive an amended fee disclosure from us.

In addition to the Fees referenced above, your Account generally will be charged the agreed fees that apply to accounts maintained by us, as set forth in your Account agreements and fee disclosures.

Applicable law governing retirement accounts, such as qualified plans under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and individual retirement accounts under the Internal Revenue Code, necessitates that interest rates paid by the Program Banks for deposits in the Deposit Accounts, our fee, and other service fees were negotiated at arm's length, are believed to be fair and reasonable, and are designed to approximate value for the services involved and in the context of customers' Eligible Assets.

The Program Banks use Program Deposits to fund current and new lending and for investment activities. The Program Banks

earn net income from the difference between the interest they pay on Program Deposits and the fees paid to us and the income they earn on loans, investments and other assets. As noted above, the Program Banks may pay rates of interest on Program Deposits that are lower than prevailing market interest rates that may have been paid on accounts otherwise opened directly with such Program Bank. The Program Banks do not have a duty to provide the highest rates available and may instead seek to pay a low rate. Lower rates may be more financially beneficial to the Program Banks. There is no necessary linkage between bank rates of interest and the highest rates available in the market, including any Money Fund rates. By comparison, a Money Fund generally seeks to achieve the highest rate of return (less fees and expenses) consistent with the fund's investment objective, which can be found in the fund's prospectus.

As a result of the fees and benefits described above, the Program may be more profitable to us than other available core investment options that you or your advisor may choose to select. We may also benefit from the possession and temporary investment of cash balances prior to the deposit of such balances in the Program (see float references above for additional important disclosures).

### **C. Sharing of Your Information with the Program Banks**

We may provide the Program Banks with information related to you. If provided, the information could consist of the name, address (including city, state, postal code, and, if applicable, foreign country), date of birth, taxpayer identification number and any other information as necessary or requested by the Banks.

### **D. Questions/Comments Regarding this Program**

You may contact your plan advisor, or administrator or access the URL specified in Appendix A to obtain additional information regarding the Program. You may also contact us with your questions or comments.

The material in this document is intended for informational purposes. If there is any conflict between the descriptions in this document and the terms of your Account agreement, your Account agreement will control.

## **VIII. FDIC Coverage**

### **A. Deposit Insurance**

**On October 3, 2008, in the Emergency Economic Stabilization Act of 2008, Congress temporarily increased FDIC deposit insurance coverage maximum per insurable ownership capacity (the "Maximum Applicable FDIC Deposit Insurance Amount") from \$100,000 to \$250,000 per deposit in any Bank through December 31, 2009. On May 20, 2009, this date was extended through December 31, 2013. On July 21, 2010, the \$250,000 limit was made permanent. The Maximum Applicable FDIC Deposit Insurance Amount for individual retirement accounts before October 3, 2008 was \$250,000 and remains unchanged unless coverage for this insurable capacity is subsequently amended.**

**NOTE: THROUGHOUT THIS SECTION, REFERENCES TO "YOU" AND "YOUR" INCLUDE YOUR PLAN PARTICIPANTS WITH WHOM FDIC ELIGIBILITY AND LIMITS ARE TO BE DETERMINED, RATHER THEN PLAN LEVEL AGGREGATE DEPOSITS.**

The Deposit Accounts are eligible for insurance by the FDIC, an independent agency of the U.S. government, up to a maximum amount of \$250,000 (including principal and accrued interest) when aggregated with all other deposits held by you in the same insurable capacity at a Bank (e.g., individual, joint, etc.) and \$250,000 for certain individual retirement accounts, in each case such FDIC insurance may be insured for such greater amount as may be approved by the FDIC from time to time. Your funds become eligible for deposit insurance immediately when a Bank accepts your deposits into Deposit Accounts. To the extent that your deposits at a Program Bank in one ownership capacity, either through the Program or otherwise, exceed the FDIC insurance limits applicable to that ownership capacity, deposits in excess of the limits will not be insured.

**In the event that a Program Bank fails, the Deposit Accounts at that Program Bank are insured up to the \$250,000 limit, or such other applicable limit, as applicable, for principal and interest accrued to the day the Bank is closed. MATC is not responsible for any insured or uninsured portion of a Deposit Account. The beneficial owner of deposits is responsible for monitoring the total amount of deposits that they have with each Program Bank both inside and outside of the Program in order to determine the extent of deposit insurance coverage available to them. Depending on the amount of deposits the beneficial owner of deposits has at a Program Bank apart from the Deposit Accounts, the beneficial owner of deposits may wish to limit the Program Deposits or choose a different investment option in the plan.**

In reference to determination of your total deposits at a Program Bank, under certain circumstances, if a beneficial owner of deposits (such as a plan participant) becomes the owner of deposits at a Bank because another depositor dies, beginning six months after the death of the depositor, the FDIC will aggregate those deposits for purposes of the \$250,000 limit or such other limit, as applicable, with any other deposits that are owned in the same insurable capacity at the Program Bank. Subject to Program limits, examples of accounts that may be subject to this FDIC policy include joint accounts, and certain trust accounts including transfer upon or payable upon death accounts. 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.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you through MATC, promptly upon receipt of these payments. There is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and MATC before insurance payments are made. For example, if you hold deposits as trustee or in other fiduciary capacities for beneficiaries, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Deposit Accounts or other deposits at the Program Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquirer until (i) the maturity date of the certificates of deposit or other time deposits which were assumed, or (ii) with respect to deposits which are not time deposits, the expiration of a six month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same capacity for purposes of Federal deposit insurance. Any deposit opened at the acquirer after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

The application of a \$250,000 federal deposit insurance limitation is illustrated by several common factual situations discussed below. References in the examples below to "\$250,000" and references to multiples of "\$250,000" reflect the current limits in FDIC insurance coverage for all insurable capacities.

You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one capacity. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Supervision and Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), or by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov), or by e-mail using the FDIC's Online Customer Assistance Form available on its website.

#### **D. Cash Account Coverage**

Your cash balance awaiting investment in a Deposit Account is only eligible for the Deposit Bank's FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your cash balance while held by MATC covered by the Program Bank, but is eligible for coverage by MATC's operating depository institutions utilized in the regular course of business. This coverage is subject to FDIC rules and regulation, similar to those described herein with reference to the Program Banks. Certain Banks are utilized by MATC both as Programs Banks and for its regular operating accounts. This includes amounts in the cash balances placed in your Account that have not yet been received by a Program Bank or which have been swept from a Program Bank back to your Account, awaiting investment or disbursement. **The Deposit Accounts are not eligible for SIPC coverage.**

If you have questions about SIPC coverage you may obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at [www.sipc.org](http://www.sipc.org).

## APPENDIX A

Program Bank List and other information about the Program can be obtained at the following URL

[www.macg.com](http://www.macg.com)