

Mercury Sweep Program Terms

By participating in the Mercury Sweep Program (the “Program”) offered through Mercury Technologies, Inc. (“Mercury”), you agree to the terms and conditions set forth below (“Program Terms”). If you have any questions about any provisions of this Disclosure Statement, please contact us at help@mercury.com.

INTRODUCTION

Through the Program, you will open a deposit account (“Deposit Account”) at one or more banks, each of which will serve as a “Core Bank.” Your Deposit Account at a Core Bank will be subject to the separate terms and conditions with the Core Bank. This Disclosure Statement supplements those terms and conditions.

The Program permits available funds in your Deposit Account to be swept and deposited by your Core Bank(s) into accounts (each, a “Program Account”) at one or more other banks (each, a “Program Bank”). Funds available in your Deposit Account to be swept and deposited under the Program are calculated by your Core Bank(s) using a discretionary limit based on the available capacity or other criteria determined by your Core Bank(s). Under the Program, your available funds to be swept will be deposited by a Core Bank into Program Banks on a Bank List assigned to you (“Bank List”). You hereby authorize your Core Bank(s) to allocate your funds to the Program and open Program Accounts on your behalf. Through the Program, your funds will be allocated to one or more Program Accounts at the Program Banks on the Bank List up to the maximum amount of deposits each Program Bank has agreed to accept (the “Program Bank Deposit Limit”). The administrator of the Program (“Administrator”), acting on behalf of Core Bank(s), will allocate your funds to one or more Program Accounts at the Program Banks on the Bank List, as set forth more fully below.

In addition to the Deposit Account at your Core Bank(s), your Core Bank may also open a Custodial Account at your Core Bank(s). Your Core Bank(s) will maintain records, on its own or through Mercury, of funds swept into Program Accounts.

Your funds at each Core Bank and Program Bank are eligible for Federal Deposit Insurance Corporation (“FDIC”) insurance coverage up to \$250,000 for each insurable capacity in which your Deposit Account is held.

If you have funds in an amount equal to the applicable FDIC insurance limit (the “Deposit Limit”) or the Program Bank Deposit Limit at every Program Bank, additional funds may be deposited with one or more Program Banks designated as an “Excess Program Bank” without limit and without regard to the maximum FDIC insurance coverage available. Therefore, funds deposited with an Excess Program Bank in an amount greater than the Deposit Limit will not be insured by the FDIC. A Core Bank may be an Excess Program Bank.

Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with a Core Bank, a Program Bank, or through an intermediary (such as a broker), regardless of the number of accounts, will be aggregated with any other funds you hold at that same Core Bank or Program Bank for purposes of the FDIC insurance limit. Thus, the maximum amount of funds eligible for FDIC insurance coverage under the Program would not exceed \$250,000 per Program Bank per legal category of account ownership multiplied by the number of Program Banks that you have not excluded from receiving your deposits under the Program (as discussed in the section “Program Bank List”) minus any funds that you may hold in a Core Bank or Program Bank outside the Program in the same legal category. You are responsible for monitoring the total amount of deposits that you have with a Core Bank and each Program Bank, including an Excess Program Bank, within the Program, held directly at the Program Bank and through an intermediary, in order to determine the extent of FDIC insurance coverage available to you. Notwithstanding the foregoing, if Program Bank Deposit Limits apply, the maximum amount of funds eligible for FDIC insurance coverage under the Program will be reduced and funds in excess of the applicable Program Bank Deposit Limits may be held in an Excess Program Bank and accordingly not covered by FDIC insurance.

All communications regarding the Program, including periodic statements and notices regarding changes to the Program, are the responsibility of Mercury, acting on behalf of your Core Bank, and not a Core Bank or Program Banks. If you have any questions regarding your Deposit Accounts, please contact Mercury at help@mercury.com.

The Program Terms may be varied, and exceptions to such Program Terms made, from time to time without your further consent, in each case, in the sole discretion of the Core Bank(s) and Mercury. In such case, Mercury will provide notice to you of any such variations or exceptions to the Program Terms or any features of the Program.

OPERATION OF THE PROGRAM

Accounts at Program Banks

At the direction of your Core Bank(s), one or more accounts will be opened on your behalf at Program Banks on the then-current Bank List. Some Program Banks may utilize a “dual account” structure in which you will have both a money market deposit account (“MMDA”) and a transaction account (“TA”) at each Program Bank utilizing this structure. Other Program Banks utilize a “single account” structure, which means you will have either a TA or an MMDA (but not both) at each Program Bank utilizing this structure. Neither structure will affect the availability of your funds or the FDIC insurance coverage of your funds.

Program Bank List

The Bank List of available Program Banks into which your funds may be deposited is available on our website at: www.mercury.com/legal/choice or by contacting us at help@mercury.com. Other clients may be assigned different Bank Lists. Except as discussed below, funds in excess of the Deposit Limit or Program Bank Deposit Limit will not be swept or deposited under the Program into any one Program Bank.

The Bank List will, however, include one or more Excess Program Banks that will accept your funds without limit and without regard to the \$250,000 FDIC deposit insurance limit if all Program Banks on the Bank List have received funds up to the Deposit Limit and the Program Bank Deposit Limit. If all of your funds are withdrawn from an Excess Program Bank, the next time your funds are available for deposit in an Excess Program Bank your funds may be deposited in a different Excess Program Bank.

You may, at any time upon six calendar days' prior written advance notice to a Core Bank at help@mercury.com, designate a Program Bank, including an Excess Program Bank, as ineligible to receive your funds. In addition, you may instruct a Core Bank, by providing notice to help@mercury.com, to direct the removal of funds initially deposited with such Core Bank from a Program Bank and designate the Program Bank as ineligible to receive future deposits. Any funds from an ineligible Program Bank will be deposited into an account at one or more other Program Banks set forth on the Bank List, as amended by you. For example, if you maintain other accounts at a Program Bank on the list separate from the Program, you may wish to designate this Program Bank as ineligible to avoid the aggregation of funds in your account(s) held directly with funds deposited through the Program as the combination of funds may exceed the amount of available FDIC insurance coverage at that Program Bank.

Although you may designate a particular Excess Program Bank as ineligible to receive your funds, you may not designate all of the Excess Program Banks as ineligible.

Changes to Bank List

One or more of the Program Banks included on the Bank List may be replaced with a Program Bank not previously included on the Bank List, or a Program Bank may be deleted from the Bank List.

The Program Banks to which any of your available funds in your Deposit Account at a Core Bank have been swept and deposited into Program Accounts will be provided on a periodic statement. An increase in the number of Program Banks in the future could increase the potential FDIC coverage available in the Program; however, there can be no assurance that any additional Program Banks will be added. A decrease in the number of Program Banks in the future could decrease the potential FDIC coverage

available in the Program and could, therefore, result in additional funds being kept at one or more Excess Program Banks.

From time to time, Program Banks on the Bank List may become unavailable to receive your deposits or may be unable to maintain balances for you up to the Deposit Limit. On a given day, your previously deposited funds may be reallocated to other Program Banks.

Deposits and withdrawals of your funds made after a change to the Bank List will occur as described below under “Deposit Procedures” and “Withdrawal Procedures,” respectively.

Deposit Procedures

At the direction of your Core Bank(s), one or more Program Accounts will be opened on your behalf at one or more of the Program Banks on the then current Bank List and available cash in your Account may be deposited up to the Deposit Limit or the Program Bank Deposit Limit. If both an MMDA and a TA at a Program Bank have been established, all deposits will be made into, or directed to, the MMDA, except as described in the section “Withdrawal Procedures” below.

Once your funds in the Program Accounts at a Program Bank reach the Deposit Limit or the Program Bank Deposit Limit, additional funds will not be deposited into that Program Bank. Program Banks on the Bank List may be temporarily unavailable to receive your deposits or not be able to maintain balances for you up to the Deposit Limit or the Program Bank Deposit Limit.

Periodically, the Core Bank(s), or the Administrator on behalf of the Core Bank(s), may reallocate previously deposited funds among the Program Banks on the Bank List(s) then in effect based on your Core Bank’s or each Program Bank’s available capacity or other criteria, including, potentially, rates paid by Program Banks on Program Accounts. At its discretion, your Core Bank(s) may also adjust the amount of funds that are swept or deposited under the Program based upon the Core Bank’s available capacity or other criteria determined by your Core Bank(s).

In the event that your total deposits equal the Deposit Limit or Program Bank Deposit Limit in the Program Accounts at each of the available Program Banks on the Bank List, any excess funds may be deposited into an Excess Program Bank that will accept your funds without limit and without regard to the \$250,000 FDIC deposit insurance limit or the Program Bank Deposit Limit. An Excess Program Bank may be a Program Bank on the Bank List that already has received funds up to the Deposit Limit or Program Bank Deposit Limit, or a Program Bank that acts solely as an Excess Program Bank.

It is your obligation to monitor your funds deposited at all Program Banks, including the Excess Program Bank. You may email Mercury at any time at help@mercury.com to determine your account balances at each Program Bank.

Withdrawal Procedures

All withdrawals will be made by a Core Bank. Funds may be withdrawn from Program Banks based on a Program Bank’s available capacity or other criteria, including rates paid by Program Banks on Program Accounts, and deposited into another Program Bank.

If you have an MMDA and a TA at a given Program Bank utilizing a “dual account” structure, all withdrawals will be made from any amounts in the TA. If funds in the TA at a Program Bank from which funds are being withdrawn are insufficient, funds in the related MMDA at that Program Bank will be transferred to the TA, plus funds to maintain any TA minimum, or “threshold,” amount, and then withdrawn.

At any point during a month in which transfers from an MMDA at a Program Bank have reached a total of six (6), all funds will be transferred from that MMDA to the linked TA at the Program Bank until the end of the month. Deposits for the remainder of the month into this Program Bank will be made to the TA. At the beginning of the next month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount to be maintained in the TA. Any limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at a Program Bank or the amount of FDIC insurance coverage for which you are eligible.

Pursuant to federal banking regulations, the Program Banks may reserve the right to require up to seven days' prior written notice before you withdraw or transfer funds from an MMDA or other Program Account at a Program Bank.

A Core Bank may close your Deposit Account and Custodial Account at such Core Bank at any time, which will end your participation in the Program. Available funds will then be distributed to you according to the separate terms and conditions of your Deposit Account and Custodial Account with such Core Bank.

Interest Paid on Program Account Balances

The interest earned, if any, on balances held in Program Accounts is based on the overall rate made available to your Core Bank through the Program, less any fees paid to your Core Bank(s) or Mercury, as set forth below under "Fees." Program Accounts at the Program Banks will earn interest at the same overall rate, if any. Interest, if any, payable on funds deposited and remaining at your Core Bank(s) will be disclosed in the separate terms and conditions of your Deposit Account with your Core Bank(s).

Interest will accrue on balances in Program Accounts at Program Banks from the day funds are deposited, subject to the applicable cut-off times of such Program Bank through the day preceding the date of withdrawal. Interest will accrue daily and be credited monthly. Different Program Banks may utilize different procedures for calculating the accrued interest on the balances in Program Accounts. This may result in different amounts of interest, and in some cases, no interest accruing. Neither Mercury nor any Core Bank is responsible for determining the calculation of the interest on Program Accounts.

Rates may vary based on prevailing economic and business conditions. The interest paid by Program Banks on balances in Program Accounts may be higher or lower than the interest rates available to depositors making deposits directly with such banks independently from the Program. Contact us at help@mercury.com to obtain information on the current rate being paid on deposits in Program Accounts by Program Banks or the interest rate being paid on Deposit Accounts by your Core Bank(s).

Risks of the Program

In the event of a failure of a Program Bank, there may be a time period during which you may not be able to access funds deposited with your Core Bank but swept to such Program Bank. If you have deposits at a Program Bank outside the Program, this may negatively impact the availability of FDIC insurance for the total amount of your funds held within and outside the Program.

Information About Program Accounts

You will receive a periodic statement which will provide information about balances held in Program Accounts at the Program Banks.

INFORMATION ABOUT YOUR RELATIONSHIP WITH MERCURY, CORE BANKS, AND THE PROGRAM BANKS

Your agreement for the Program is with Mercury, which is responsible for the terms and conditions of the Program. Pursuant to your agreement with a Core Bank, such Core Bank as your agent, or Administrator as Core Bank's agent, will place funds into, and withdraw funds from, Program Accounts at each Program Bank.

Program Account ownership will be evidenced by a book entry in records maintained by the Administrator, on behalf of Mercury and each Core Bank, and by records maintained by a Core Bank. No evidence of ownership, such as a passbook or certificate will be issued to you. You will receive a periodic statement from Mercury, on behalf of the Core Bank, which will reflect the balances in Program Accounts

at each Program Bank and your Deposit Accounts at each Core Bank, as applicable. You should retain the statements for your records. You may at any time obtain information about Program Accounts and Deposit Accounts by contacting Mercury.

All transactions with respect to Program Accounts must be directed by a Core Bank (or Administrator, as agent for the Core Bank) and all information concerning Program Accounts must be obtained from Mercury. The Program Banks have no obligation to accept instructions from you with respect to Program Accounts or to provide you with information concerning Program Accounts.

You may terminate your participation in the Program at any time. If you decide to terminate your participation in the Program, you may establish a direct relationship with each Program Bank, by requesting to have Program Accounts terminated and new accounts established in your name at such bank, subject to each bank's rules with respect to establishing and maintaining deposit accounts. If you establish a direct depository relationship with a former Program Bank, your balances held in the Program Accounts at that Program Bank will no longer be reflected on your periodic statement and neither Mercury nor your Core Bank(s) will have any further responsibility with respect to you with respect to that Program Account.

Each Program Account constitutes an obligation of a Program Bank to a Core Bank and is not an obligation to you of Mercury or your Core Bank(s). You can obtain publicly available financial information concerning each Program Bank at <https://www.ffiec.gov/NPW>, by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Room E-1021, Arlington, Virginia 22226, or by phone toll-free at 877-275-3342.

Neither Mercury nor your Core Bank(s) guarantees in any way the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning any Program Bank.

Except as expressly set forth in this Disclosure Statement, each Core Bank expressly disclaims any agency, trust, or custodial relationship with you.

Fees

Mercury and each Core Bank may be paid a fee in connection with the Program. The fee may vary and may include the full amount of any rate paid by a Program Bank. The amount of fee received by Mercury and the Core Bank will affect the rate, if any, you receive on balances held in the Program Account. Other than fees deducted by Mercury or the Core Bank, there will be no other charges, fees or commissions.

Changes to the Program

Your Core Bank(s) and Mercury may modify the terms and conditions of the Program, including changing or adding Program Banks offered therein. All notices of material changes to the Program may be communicated by a posting on our website, letter, a separate electronic or written communication, a note on a periodic statement or other means to the address or email address you have listed on file with Mercury.

Information

You agree that Mercury, the Core Bank(s), and the Program Banks and their respective service providers, including the Administrator, may share information concerning you and your accounts in connection with your participation in the Program and this Disclosure Statement with any affiliate of such entity or otherwise in accordance with applicable laws and regulations, including any Core Bank's privacy policy. You agree that Mercury, the Core Bank(s), and the Program Banks, and their respective service providers, including the Administrator, may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Program. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such

information, you should refer to such Core Bank's privacy policy provided to you at the time you opened your Deposit Account and your Custodial Account at such Core Bank.

INFORMATION ABOUT THE FDIC

Deposit Insurance: General

Your Deposit Accounts and Program Accounts (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 for all deposits held in the same insurable capacity as recognized by the FDIC at any one bank.

Your funds become eligible for FDIC insurance immediately upon placement into your Deposit Account at a Core Bank or a Program Account at a Program Bank, as applicable. Generally, any accounts or deposits that you maintain directly with a particular bank, or through any other intermediary, in the same insurable capacity in which the accounts or deposits are maintained would be aggregated with the accounts or deposits for purposes of the \$250,000 FDIC deposit insurance limit.

However, the FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to you, as the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

You are responsible for monitoring the total amount of deposits that you hold with any one bank, directly or through an intermediary, in order to determine the extent of FDIC insurance coverage available to you on your deposits. Mercury is not responsible for any insured or uninsured portion of any deposits.

In the event that a Core Bank or a Program Bank fails, your Deposit Account at that Core Bank or Program Accounts at a Program Bank, as applicable, are insured, up to \$250,000 for each insurable capacity in which your Deposit Account or Program Accounts are held, for principal and interest accrued to the day the Core Bank or the Program Bank is closed. This limit includes any funds that you may hold in a Core Bank or Program Bank outside the Program in the same insurable capacity as your Deposit Account or Program Accounts.

Under certain circumstances, if you become the owner of deposits at a Core Bank or Program Bank, as applicable, 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 FDIC deposit insurance limit with any other deposits that you own in the same insurable capacity at the bank. Examples of deposit accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts and certain trust 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 FDIC deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your balance in your Deposit Account or Program Accounts are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be insured separately, up to the FDIC insurance coverage limits, from the deposits that you might have established with the

acquiring institution until (i) the maturity date of any time deposits (including certificates of deposit) that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six month period from the date of acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiring institution held in the same capacity for purposes of FDIC insurance coverage. Any deposit opened at the acquiring institution after the acquisition will be aggregated with deposits established with the acquiring institution for purposes of FDIC insurance coverage.

If you have questions about basic FDIC insurance coverage, please contact us. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Depositor and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), by visiting the FDIC website at: <https://www.fdic.gov/resources/deposit-insurance/>, or by email using the FDIC's Online Customer Assistance Form available on its website.

TAX INFORMATION

Mercury will send to you a Form 1099 each year showing the amount of interest income you have earned on funds in your Deposit Account and Program Accounts. A Core Bank may be required to withhold U.S. federal income tax at the prevailing rate on all taxable distributions payable to certain depositors who fail to provide their correct taxpayer identification number or to make required certifications or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on accounts held by entities (individuals or corporations) that are neither citizens nor residents of the United States, except for Canadian residents, is not subject to withholding tax. You should consult with your tax adviser about how the Program affects you.