

## Insured Deposit Program – Summary of Terms and Conditions

### Program Summary

The Insured Deposit Program (“The Program”) provides a cash sweep capability for clients. Under The Program administered by BB&T Securities, LLC (“BB&T Securities”), your uninvested cash balances in eligible accounts will be automatically deposited into interest-bearing FDIC insured deposit accounts at one or more of the banks or depository institutions participating in The Program, collectively called “Program Banks.” In order to maintain the success of The Program, BB&T Securities may, from time to time, sweep Cash Balances into a Money Market Mutual Fund (as a registered investment company with the Securities and Exchange Commission) as described below.

Your uninvested cash balances are deposited at a network of Program Banks in a manner designed to provide you with a maximum FDIC deposit insurance limit of \$2,500,000. The total amount of FDIC insurance coverage may change at any time, and BB&T Securities’ ability to sweep Cash Balances into certain of the Program Banks may also change depending on market conditions.

A current list of Program Banks is available from BB&T Securities. You may exclude certain Program Banks to meet your individual needs. Program Banks may change from time to time.

### Differences Between The Program and Money Market Mutual Funds

Money market mutual funds and The Program are subject to differing risks and account protection. Money market mutual funds invest in short-term securities and seek to maintain a stable value but are subject to market risks and potential loss of value. Money market mutual funds are not bank accounts and not subject to FDIC insurance protection. Money market mutual funds are covered by SIPC, which protects against the custodial risk (not a decline in market value) if a Brokerage Firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Deposits in The Program equal to or less than the maximum FDIC deposit insurance limit are insured against the risk of a Program Bank’s failure.

### FDIC Coverage and Limitations

Upon deposit into The Program, your deposits are insured by the FDIC, an independent agency of the federal government backed by the full faith and credit of the U.S. government, up to \$250,000 per depositor per Program Bank for each category of legal ownership. To provide additional coverage, The Program uses a network of Program Banks in a manner designed to provide you with a maximum deposit insurance limit of \$2,500,000 per depositor for each category of legal ownership. The total amount of FDIC insurance coverage may change at any time.

If the amounts deposited in The Program exceed the maximum deposit insurance limit, or if one or more of the Program Banks do not accept Cash Balances at a particular time, then the excess Cash Balances may be swept to a Federated Treasury money market mutual fund (the “Money Market Mutual Fund”), and you expressly authorize BB&T Securities to do so. If you have or make deposits on your own with a Program Bank, BB&T Securities would not be aware of these deposits.

### Your Responsibility

You must monitor and determine the best sweep option for you under The Program. You may elect not to participate in The Program and instead periodically invest cash balances directly into investment options that may be available outside of The Program to help maximize your return potential consistent with your investment objectives, risk tolerance and liquidity needs.

You are responsible for monitoring the total amount of all deposits you have at each Program Bank for purposes of calculating your FDIC insurance coverage. Activity with respect to your funds in The Program, including the Program Banks in which your funds are invested and the interest rate paid to you, will appear on your periodic brokerage account statement. If your total funds on deposit at any individual Program Bank exceed the maximum deposit insurance limit, the FDIC will not insure your funds in excess of the limit.

### Interest and Fees

The interest rate for your uninvested cash balances in The Program will vary over time. You can obtain current interest rates from BB&T Securities.

The interest rate on balances in The Program will be determined by what the Program Banks are willing to pay minus the fees paid to BB&T Securities. BB&T Securities may seek to maximize its fees, thus reducing the interest rate you earn. Interest rates will be tiered based upon your household value. The total household value will include any balances in the Insured Deposit Program, as well as other assets listed in your account statements, except for those shown under the “Private Investments” section. Each Program Bank will pay BB&T Securities a fee equal to a percentage of the average daily deposit balance at the Program Bank. In its discretion, BB&T Securities may change its fee at any time and may vary the amount between clients. The amount of fees received by BB&T Securities will affect the interest rate paid by the Program Bank.

Program Deposit Accounts will pay interest on the daily balance and at a variable interest rate and Annual Percentage Yield (“APY”) set by Branch Banking and Trust Company from time to time in consultation with BB&T Securities. BB&T Securities may, at any time, in its discretion, change the basis for payment of interest or the APY. BB&T Securities may, at any time, in its discretion, set maximum account balances upon which interest will be paid, and set minimum account daily or average daily balances below which interest will not be paid. Interest will accrue daily and will be posted to your brokerage account on a monthly basis. Interest posted to your brokerage account will not be swept to your Program Deposit accounts and will therefore not begin to earn interest until the following business day.

BB&T Securities is not obligated to obtain from the Program Banks the highest interest rates available. For clients in households below a certain asset level, the interest rate on balances in The Program may result in a lower rate of return than the rate of return of investments offered outside

The Program and may be lower than the rates on money market mutual funds. For clients in households above a certain asset level, the interest rate on balances in The Program may result in a higher rate of return than the rate of return of investments offered outside The Program and may be higher than the rates on money market mutual funds.

As a result of the fees and benefits described herein, The Program may be significantly more profitable to BB&T Securities than if your cash balances were instead swept into money market mutual funds that may be available as sweep options for your account(s).

#### **Benefits to BB&T Securities and Your Brokerage Firm**

BB&T Securities receives fees for services provided in connection with The Program. As with the purchase of money market mutual funds, BB&T Securities may receive compensation based on their clients' deposits in The Program. For Program Deposits into affiliated depository institutions, the balances provide a relatively low cost source of financing for the lending and other investments of the depository institution which allows the depository institution to earn a spread between the cost of funds and the assets of the depository institution.

#### **Relationships and Your Privacy**

Although BB&T Securities and the Program Banks may share certain information about you and your accounts, information shared with Program Banks will be handled in accordance with the Privacy Policies of BB&T Securities.

## **Insured Deposit Program – Detailed Terms and Conditions**

This document contains important information about the Insured Deposit Program ("The Program") offered by BB&T Securities. If you have any questions or need any additional information about The Program, please contact BB&T Securities.

#### **Introduction**

The Program provides a cash sweep capability for clients. Your uninvested cash balances (such as those from securities transactions, dividend and interest payments, and additional deposits) in your brokerage account will automatically be deposited into interest-bearing money market deposit accounts at depository institutions ("Program Banks") that participate in The Program.

Your uninvested cash balances are deposited with a network of Program Banks in a manner designed to provide you with a maximum deposit insurance limit of \$2,500,000. At each individual Program Bank, the FDIC standard maximum deposit insurance limit is \$250,000. A separate account for the benefit of Program participants will be established at each of the Program Banks for deposits in The Program (the "Deposit Accounts"). The Deposit Accounts will be insured by the Federal Deposit Insurance Corporation ("FDIC") within certain applicable limits. FDIC Insurance will not cover amounts over the applicable maximum insurance limit that you have on deposit with any particular Program Bank.

All activity with respect to your accounts will appear on your periodic account statement, including the total of your opening and closing account balances in The Program and a breakdown of your bank deposit balance at each individual Program Bank at which you have deposits. If you maintain balances at a Program Bank outside of The Program, you are responsible for monitoring the total amount of deposits that you have with the Program Bank to determine the extent of deposit insurance coverage available to you. The total amount of FDIC insurance coverage may change at any time.

The Program is your default sweep option for available cash in your eligible accounts. Accordingly, if you open a new account you will automatically be placed in The Program, if eligible, unless you specifically tell your Brokerage Firm otherwise. By your participation in The Program, you acknowledge that you have received and carefully read these Terms and Conditions. If you have any questions about any of the provisions of these Terms and Conditions, please contact BB&T Securities.

The Program should not be viewed as a long-term investment option. If you desire to maintain uninvested cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact BB&T Securities to discuss investment options that may be available outside of The Program to help maximize your return potential consistent with your investment objectives, risk tolerance and liquidity needs. Please keep in mind that such outside investment options may not be FDIC insured and may not include the automatic sweep features included in The Program.

As provided in your account agreement with BB&T Securities, BB&T Securities is the carrier of your brokerage account as clearing Brokerage. As clearing Brokerage Firm, BB&T Securities provides certain administrative services in connection with The Program. The services rendered by BB&T Securities in connection with The Program are not intended to create a joint venture, partnership, or other form of business organization of any kind. BB&T Securities shall not be responsible or liable for any acts or omissions of any Program Bank or their respective employees. No Program Bank is acting as the agent of BB&T Securities. You agree that you will not hold BB&T Securities, its affiliates (other than an affiliated Program Bank), and its officers, directors, and agents liable in connection with any transactions related to The Program.

**Eligibility**

The Program is available to individuals, certain non-profit organizations and to certain fiduciaries and trusts, provided that the beneficiaries are individuals or otherwise eligible. Accounts in the name of business entities including corporations, limited liability companies and partnerships are also eligible for The Program. Excluded are all plans subject to the Employee Retirement Income Security Act of 1974, as amended.

Also excluded are IRAs participating in an advisory program offered by your Brokerage Firm. Please contact BB&T Securities if you are unsure if your account(s) are eligible.

**Deposits**

Because The Program is your default sweep option for cash balances in your eligible account, unless you elect out of The Program you will have cash balances in your eligible account(s) automatically deposited in bank deposit accounts at the Program Banks. These bank Deposit Accounts will receive FDIC coverage up to The Program's maximum deposit insurance limit. There is no minimum initial deposit. Funds will be deposited into a Deposit Account under the following circumstances: (i) in the case of available cash balances resulting from the proceeds of securities sales, on the settlement date of the securities sale; and (ii) in the case of available cash balances resulting from non-trade-related credits (e.g., the receipt of dividend or interest payments or a deposit in the brokerage account), on the business day after receipt into your brokerage account of the non-trade-related credit. Funds deposited into a Deposit Account will begin earning interest from the day that they are received by the Program Bank. Your deposit will be in book entry form and, therefore, you will not receive a passbook or a certificate.

Your uninvested cash balances will be deposited into a Settlement Account at Deutsche Bank Trust Company Americas (DBTCA), which will allocate your deposits to any eligible Program Banks according to an order of priority established from time to time. Once your funds in a Deposit Account at any of the individual Program Banks reach 95% of the applicable FDIC limit (e.g. \$237,500 for most deposit accounts), any additional funds will be deposited at another Program Bank subject to the order of priority then established. If the amounts deposited in The Program exceed the maximum deposit insurance limit at a particular time, or if one or more of the Program Banks do not accept Cash Balances at a particular time, then the excess Cash Balances may be swept to the Money Market Mutual Fund.

You may exclude any Program Bank from being able to receive your uninvested cash balances at any time. For example, you may want to exclude any Program Bank at which you maintain balances (e.g. Certificates of Deposit, checking account deposits) which, when added to amounts in the Deposit Account, might exceed the maximum deposit insurance limits. This exclusion may be accomplished at the time of your initial deposit into The Program, or at any other time, by contacting your Brokerage Firm and may impact the overall FDIC coverage available to you through The Program. The list of Program Banks participating in The Program is attached. This list will be updated from time to time and the updated list will be available from BB&T Securities. In addition, The Program Banks in which your uninvested cash balances are invested will be listed on your periodic account statement.

Program Banks may be added or removed from The Program. BB&T Securities will use its best efforts to notify you in advance of such changes, in order to provide you with the opportunity to designate a Program Bank as ineligible to receive your deposits before any funds are deposited into a newly added Program Bank. It is your responsibility to monitor your Program deposits with each Program Bank in order for you to determine the extent of insurance coverage available to you.

Program Deposit Accounts are established on an omnibus basis at each Program Bank, with records of ownership in a manner consistent with FDIC rules governing "pass through" deposit insurance. DBTCA and its service provider are finders assisting in locating and negotiating deposit arrangements with Program Banks. A different settlement bank, finder or service provider may be selected or the role in the Program of the settlement bank's service provider or finder in the program may be eliminated altogether.

**Withdrawals**

All withdrawals from the Program Banks necessary to satisfy debits in your brokerage accounts will be made on your behalf. A debit will be created, for example, when you purchase securities or request withdrawal of funds from your account or when you write a check, or otherwise withdraw funds, such as through an Automated Clearing House. Checks written on your account are not drawn directly against the amounts deposited for you at any of the Program Banks, but the money is transferred back from the Program Banks to DBTCA as Settlement Bank and then to your brokerage account, and then used to satisfy your debit through The Program.

The funds necessary to satisfy debits in your brokerage account will first be obtained from free credit balances in your brokerage account, if any, followed by funds you maintain in the Money Market Mutual Fund, if any, and then withdrawals will be made from your funds in The Program.

Federal banking regulations require the Program Banks to reserve the right to require seven days prior notice before permitting a transfer of funds out of the Deposit Accounts. Although the Program Banks have indicated that they presently have no intention of exercising this right, they may choose at their sole discretion to exercise this right in the future.

Except as specifically provided for in this Agreement, you are not permitted to directly withdraw funds from your Program Bank Deposit Accounts. Rather, all deposits and withdrawals you initiate will be made, and checks paid, from your 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 brokerage account are governed by your brokerage account agreement. The availability of funds for making payments, withdrawals or transfers from your brokerage account is governed by the provisions of your brokerage account agreement, which may impose holds and limits on availability of funds from your brokerage account.

The Program Bank Deposit Accounts are money market deposit accounts (MMDAs) under Federal banking laws. As MMDAs, Federal banking regulations limit the transfers from a Program Bank deposit to a total of six (6) and certain types of outbound transfers from a Program Bank to not more than three (3) per month during a monthly statement cycle (excluding certain transfers initiated by courier or in person at a bank office). DBTCA or its agent expects to send messengers to Program Banks affiliated with BB&T Securities, to initiate in-person transfers. Because transfer orders from the Program Banks affiliated with BB&T Securities will be made in person by BB&T Securities personnel or agents at the

offices of the affiliated Program Banks, the limits on monthly MMDA transfers will not limit the number of withdrawals you may make from your brokerage account. For Program Banks not affiliated with BB&T Securities, BB&T Securities or its service providers may use messengers to place transfers orders, or rotate the withdrawals among each Program Bank during a statement period in order to maximize the permitted number of withdrawals, and move balances from one Program Bank at which the transfer limit is being approached during a statement period to other Program Banks at which additional outbound transfers are permitted, in order to maintain the ability to access the balances at the other Program Banks during the statement period.

However, the brokerage account is not intended to be used like a standard checking account, a bank transactional account or as the primary payment account by clients. You may be removed from participation in The Program or your account may be closed if the frequency of your check writing and other third party transfers indicates you are using the brokerage account as a non-securities transaction account.

If BB&T Securities becomes insolvent or is placed in receivership, you may revoke the agency authority of BB&T Securities over your Program Bank deposit accounts by contacting that Program Bank directly and arranging for payment to you of the balance in your Program Bank Deposit account at that Program Bank. In that event, your participation in The Program will terminate and the money held in all of your Program deposit accounts will be returned to your brokerage account.

### **Electronic Funds Transfers**

The only items processed through The Program Deposit Accounts are deposits from the brokerage account to the Program Bank Deposit Accounts, transfers among the Program Banks deposit accounts, and transfers back to the brokerage account from the Program Bank Deposit Accounts.

The Program does not allow electronic funds transfers, ATM access, checkwriting, deposit, point-of-sale terminal access, pre-authorized payments to third parties, access by credit or debit card or ACH transfers directly from the Program Bank Deposit Accounts. Those features may be available to some clients as part of a brokerage account. Please check your brokerage account agreement for information on whether those services are available to you and the terms of those services.

### **Program Deposit Account Error Resolution Notice**

Please contact Customer Service as soon as you can, if you think The Program Deposit account portion of your statement is wrong or if you need more information about a transfer listed on the statement. Customer Service must hear from you no later than sixty (60) days after the date of the statement on which the problem or error first appeared. In making that contact you must:

- (1) Provide your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Provide the dollar amount of the suspected error.

If you provide this information orally, you may be required to send your complaint or question in writing within ten (10) business days.

Customer Service will determine whether an error occurred within ten (10) business days after hearing from you and will correct any error promptly. If more time is needed, however, Customer Service may take up to forty-five (45) days to investigate your complaint or question. In such case, BB&T Securities will request the Program Bank to credit your Program deposit account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes Customer Service to complete its investigation. If you are asked to put your complaint or question in writing and Customer Service does not receive it within ten (10) business days, the Program Bank may not credit your Program deposit account.

For errors involving new Program deposit accounts, it may take up to ninety (90) days to investigate your complaint or question. For new Program Deposit accounts, the Program Bank may take up to twenty (20) business days to credit your Program Deposit account for the amount you think is in error.

Customer Service will contact you with the results within three (3) business days after completing its investigation. If it is determined that there was no error, a written explanation will be provided. You may ask for copies of the documents used in the investigation.

### **Differences Between The Program and Money Market Mutual Funds**

The Deposit Accounts available through The Program are bank depository accounts at Program Banks regulated by bank regulatory agencies under various federal or state banking laws and regulations. The bank deposit account balances are obligations of the Program Banks in which the deposits are held and qualify for FDIC insurance protection as described above. Monies held in the Program Banks are not covered by SIPC. By comparison, money market mutual funds invest in short-term securities and seek to maintain a stable value but are subject to market risks and potential loss of value. Money market mutual funds are not bank accounts and are not subject to FDIC insurance protection. Money market mutual funds are covered by SIPC, which protects against the custodial risk (not a decline in market value) if a Brokerage Firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. A money market mutual fund is a type of SEC-registered investment company that is bound by fiduciary obligations to its investors to seek the highest rates prudently available (less fees and expenses). In contrast, when customer balances are swept into bank deposits, it is in the interest of BB&T Securities and its affiliates to pay as low a rate to clients as possible consistent with their views of prevailing economic and business conditions, which may not always be as high as interest rates available in the markets on similar short term cash balances.

### **FDIC Coverage and Limitations**

Upon deposit into The Program, your deposits are insured by the FDIC, an independent agency of the federal government backed by the full faith and credit of the U.S. government, for the maximum deposit insurance limit of \$2,500,000. At each individual Program Bank, deposits generally are eligible for federal deposit insurance from the FDIC up to the Standard Maximum Deposit Insurance Amount (as defined in Part 330 of the FDIC's rules), which for most types of accounts is currently \$250,000 in principal and accrued interest per depositor for all accounts in the same

right and capacity. The applicable maximum limit includes principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same insurable capacity within the Program Bank. The FDIC protects you against the loss of your insured deposits in the event an FDIC-insured Program Bank fails. If you separately maintain Deposit accounts directly with a Program Bank, your funds at one or more Program Bank(s) might exceed the Standard Maximum Deposit Insurance Amount and any such funds in excess of the Standard Maximum Deposit Insurance Amount will not be insured by the FDIC. BB&T Securities reserves the right to change the amount of coverage available under The Program.

If the amounts deposited in The Program exceed the maximum deposit insurance limit, or if one or more of the Program Banks do not accept Cash Balances at a particular time, the excess cash may be swept to the Money Market Mutual Fund, and you expressly authorize BB&T Securities to do so. The limitations on FDIC coverage apply to your deposits, whether made by you individually on your own or through The Program. If you have or make deposits on your own with a Program Bank, BB&T Securities would not be aware of these deposits. For the purpose of calculating your FDIC coverage, you must aggregate all deposits that you maintain with The Program Bank in the same insurable capacity, including deposits you hold directly with the Program Bank and deposits you hold through The Program and other intermediaries. This means, for example, that any funds swept into deposit accounts at the Program Bank through The Program will be aggregated with any CDs issued by the Program Bank and held in the same insurable capacity. You are responsible for monitoring the total amount of deposits that you have at each Program Bank and through The Program for purposes of calculating your FDIC coverage. You may exclude any Program Bank from receiving your Program funds if you currently have a deposit in the Program Bank outside The Program or for any other reason.

The total deposit for you at any Program Bank may be limited to an amount less than the maximum permitted amount up to \$250,000. Reasonable efforts will be made to ensure that no more than the maximum coverage amount of your funds will be deposited in any single Program Bank unless The Program maximum coverage amount is exceeded, in which case more than the maximum coverage amount may be deposited at a Program Bank and not be FDIC insured. In certain ownership relations where an individual has multiple joint accounts, it is possible that the funds you have deposited at a single Program Bank could exceed the amount covered by FDIC insurance.

In addition, while unlikely, there may be times when your funds deposited into The Program in a single day, for a limited amount of time, generally intraday but on occasion overnight, are held at one Program Bank. In this event, any amount in excess of the maximum coverage amount will not be covered by FDIC insurance.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid accrued interest will be made to you by the FDIC. However, 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.

Additional FDIC insurance coverage may also apply to certain categories of legal ownership. For additional information and any other questions about FDIC Deposit Insurance Coverage, you may wish to seek advice from your own legal advisor. You may also obtain information by contacting the FDIC, Division of Supervision and Consumer Protection, by letter (550 17<sup>th</sup> Street, N.W., Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 (TDD)), by e-mail ([dcainternet@fdic.gov](mailto:dcainternet@fdic.gov)), or by accessing the FDIC Web site at [www.fdic.gov](http://www.fdic.gov).

### **Your Responsibility**

You must monitor and determine the best sweep option for you under the Insured Deposit Program. You may also elect not to participate in the Insured Deposit Program and instead periodically invest cash balances directly into investment options that may be available outside of The Program to help maximize your return potential consistent with your investment objectives, risk tolerance and liquidity needs.

You are responsible for monitoring the total amount of all deposits you have at each Program Bank for purposes of calculating your FDIC insurance coverage. Activity with respect to your funds in The Program, including the Program Banks in which your funds are invested and the interest rate paid to you, will appear on your periodic brokerage account statement. If your total funds on deposit at any individual Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.

### **Interest and Fees**

The interest rate for The Program Deposits will vary over time. You can obtain current interest rates from BB&T Securities.

Program Deposit Accounts will pay interest on the daily balance and at a variable interest rate and Annual Percentage Yield ("APY") set by Branch Banking and Trust Company from time to time in consultation with BB&T Securities. BB&T Securities may, at any time, in its discretion, change the basis for payment of interest or the APY. BB&T Securities may, at any time, in its discretion, set maximum account balances upon which interest will be paid, and set minimum account daily or average daily balances below which interest will not be paid. Interest will accrue daily and will be posted to your brokerage account on a monthly basis. Interest posted to your brokerage account will not be swept to your Program Deposit accounts and will therefore not begin to earn interest until the following business day.

BB&T Securities and the Program Banks may, at their discretion, change the interest rate and APY daily and at any time intraday and such rate will apply to balances in the Program Bank deposit accounts on that day.

Interest on funds in The Program will accrue daily and be credited to your account monthly on or about the 20<sup>th</sup> of each month. Interest begins to accrue on the day of deposit in the Program Bank and up to, but not including, the day of withdrawal from the Program Bank. Interest is calculated by applying a daily periodic interest rate to the balance level in the Deposit Account. The daily rate is 1/365 (or 1/366 in a leap year) of the interest rate. You will receive a Form 1099-INT from BB&T Securities indicating the amount of interest paid to your Deposit Account by the Program Banks.

The rate will be established periodically based on a view of prevailing economic and business conditions. The rate you receive is subject to reduction to the extent that a Program Bank's premium costs to FDIC are increased. The rates of return paid with respect to The Program may be higher or lower than the rates of return available to you making deposits directly with the Program Banks or other depository institutions in comparable accounts.

Please compare the terms, rates of return, required minimum amounts, charges and other features of The Program with other accounts and alternative investments.

BB&T Securities is not obligated to provide the lowest fees available and clients may in turn receive as low a rate as possible consistent with its view of market and business conditions. Higher fees and the resulting lower rates may be financially beneficial to your Brokerage Firm, BB&T Securities, and affiliated Program Banks, and their parent companies.

Affiliates of BB&T Securities, a wholly owned separate non-bank affiliate of Branch Banking and Trust Company, may serve as Program Banks. If you choose a Program Bank affiliated with Branch Banking and Trust Company, you understand that Branch Banking and Trust Company directly, and therefore BB&T Securities indirectly, will receive more revenue than if you chose an unaffiliated Program Bank.

There is no relationship between the interest rates for The Program and the highest rates or any other rates available in the market, including any money market mutual funds. The interest rates for The Program will vary over time and there is no guarantee that the return for The Program will be or remain higher than other alternatives over any given period. Clients should carefully examine the after-tax return of The Program against any available non-FDIC-insured tax exempt money market mutual fund returns.

In general, interest rates will be tiered based upon household asset values such that clients who have greater household balances will receive a higher interest rate than clients with lower household asset values. You may contact BB&T Securities to get the current interest rate for each interest rate tier. Review your periodic account statement to obtain your current interest rate in The Program. The interest rate tiers may be changed or discontinued at any time without notice.

Your brokerage account is separately subject to fees that are described in your brokerage account agreement and related documents.

#### **Account Information**

Activity with respect to your funds in The Program, including the Program Banks in which your funds are invested and the interest rate paid to you, will appear on your periodic brokerage account statement. For each statement period, your brokerage account statement will reflect: (i) all deposits to and withdrawals from your Program account; (ii) the opening and closing balances of your Program account; (iii) interest earned on your Program account balances; and (iv) the detail of balances held in your Program account at each Program Bank.

#### **Benefits to BB&T Securities**

BB&T Securities will receive fees from the Program Banks based on the balances in the Deposit Account, which will be collected from the Program Banks by DBTCA. With respect to BB&T Securities' affiliate, Branch Banking and Trust Company ("BB&T"), BB&T Securities shall receive a flat fee of between \$35 - \$100 per account for administrative services directly from BB&T.

The Program Banks also benefit by participating in The Program by using the cash balances in the bank deposit accounts to fund certain lending and investing activities. As with other depository institutions, the profitability of the Program Banks is determined in large part by the difference between the interest paid and other costs incurred by them on the bank Deposit Accounts, and the interest or other income earned on their loans, investments and other assets. The participation of Program Banks in The Program is expected to increase their respective deposits and, accordingly, overall profits. If a Program Bank is affiliated with BB&T Securities, the overall benefit to BB&T Securities, the affiliated Program Bank, and their respective parent companies will be higher than if a nonaffiliated Program Bank was chosen.

The fee that is paid to BB&T Securities is subject to change and BB&T Securities may also waive all or part of this fee. The fees that we will receive in connection with The Program will usually be higher than the distribution fees, service fees, and other compensation that is received in connection with sweeps to money market mutual funds that serve as alternative sweep vehicles. Other than applicable fees imposed on a brokerage account, there will be no charge, fee or commission imposed on your account with respect to The Program.

As a result of the fees and benefits described above, The Program may be significantly more profitable to BB&T Securities than if your cash balances were instead swept into money market mutual funds that may be available as sweep options for your account(s).

You may become ineligible for The Program if your account activity becomes administratively burdensome.

The Program Banks separately compensate DBTCA, for services it provides as Settlement Bank to the Program Banks.

#### **Summary of Certain Relationships**

All Program Banks in The Program are depository institutions duly chartered under the laws of the United States or a State thereof, the deposits of which are insured by the FDIC. BB&T Securities is a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC") and the Financial Industry Regulatory Authority ("FINRA"). BB&T Securities is not a bank. Deposit Accounts are held by the respective Program Banks.

BB&T Securities will act as exclusive custodian and agent with respect to all transactions related to The Program. The Deposit Accounts established for Program deposits will be evidenced by a book entry on the account records of each such Program Bank. BB&T Securities and its agents will maintain records of your interest in each Deposit Account. No evidence of ownership, such as a passbook or certificate, will be issued to you. Accordingly all transactions involving your funds in each Deposit Account must be made through us.

All questions regarding your funds in each Deposit Account should be directed to BB&T Securities and not the Program Banks. No Program Bank will accept any instructions concerning your deposits in a Program Bank through The Program unless such instructions are transmitted by BB&T Securities or an authorized agent on its behalf.

BB&T Securities will assume the responsibility and the risk of loss for any funds transfers of yours that have theretofore been delivered by you until such time as the funds have been received in the deposit account (the "Settlement Account") maintained at a designated bank (the Settlement Bank), which shall be DBTCA, unless another bank is designated by us for the purpose of transmitting funds from the Program Banks through the Settlement Bank to BB&T Securities, and from BB&T Securities through the Settlement Bank to the accounts at the Program Banks.

Withdrawals will be deemed paid by a particular Program Bank when such funds are transmitted by such Program Bank to the Settlement Account and such Program Bank will be released from all liability for such withdrawn funds once the Program Bank delivers those funds to the Settlement Account. The Program Banks are not responsible for the actions of DBTCA or for the actions of BB&T Securities, with respect to The Program or otherwise.

Each Program Bank deposit account is an obligation of the Program Bank and is not directly or indirectly an obligation of BB&T Securities. Program Banks are selected by BB&T Securities in conjunction with its service providers. [www.BBTSecurities.com](http://www.BBTSecurities.com) includes a list of the Program Banks. The list of Program Banks is subject to change at any time by BB&T Securities or its service providers. You can obtain publicly available financial information concerning any or all of the Program Banks at [fdic.gov](http://fdic.gov) or by contacting the FDIC Public Information Center by mail at 801 17th Street, N.W., Room 100, Washington, DC 20434 or by phone at 800-276-6003. BB&T Securities does not guarantee in any way the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank. You may exclude deposits of any Program Bank from inclusion in your brokerage account by contacting BB&T Securities.

By your continued use of The Program, you agree to the terms provided herein.

#### **Waiver of Confidentiality**

You expressly give consent for federal or state regulators to access your customer account information for audit and review purposes.

#### **Changes to The Program**

BB&T Securities may modify or cancel The Program at any time, which may result in changing the sweep option for your account. If we make any change, there is no guarantee that such change will provide an equal or greater rate of return to you on your uninvested cash balances during any given period, and the rate of return may be lower. You will receive advance notice of any change that results in changing the sweep option for your account. Unless you object within the time period specified, we will transfer the balances from your prior sweep into any new sweep.

#### **Relationships and Your Privacy**

Although BB&T Securities and the Program Banks may share certain information about you and your accounts, information shared with Program Banks will be handled in accordance with the Privacy Policies of BB&T Securities.

#### **Inactive Accounts**

It may be required by law to turn over (escheat) funds in your Program Deposit accounts to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If funds are remitted to the state, you may file a claim with the state to recover the funds within the time periods established by state law.

#### **Transferability**

Your Program Bank deposit accounts may not be transferred by you to another owner except by a change in ownership of your brokerage account. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, shall not be binding until sufficient documentation has been received.

#### **Closing of Account**

If you close or BB&T Securities closes your brokerage account, your associated Program Bank deposit accounts will also be closed and the funds in your Program Bank deposit accounts will be distributed out through your brokerage account.

#### **Right of Set-Off**

Under the terms of your brokerage account customer agreement, funds in your Program Bank deposit accounts may be charged or set off against indebtedness or obligations you have. For further information on such indebtedness or obligations, please review your brokerage account agreement.

**Insured Deposit Program (IDP) Participating Program Banks (as of April 1, 2017):**

Branch Banking and Trust Company, Winston-Salem, NC

Associated Bank NA, Green Bay, WI

BankUnited NA, Miami Lakes, FL

Central Bank of Oklahoma, Tulsa, OK

Central Bank of the Ozarks, Springfield, MO

Deutsche Bank Trust Company Americas, New York, NY

East West Bank, Pasadena, CA

Huntington Bank, Columbus, OH

Independent Bank, McKinney, TX

Israel Discount Bank of New York, New York, NY

Sterling National Bank, Montebello, NY

Tristate Capital Bank, Pittsburgh, PA

Umpqua Bank, Roseburg, OR

United Community Bank, Blairsville, GA