

# CITY NATIONAL® BANK

## DEPOSIT SWEEP PROGRAM DISCLOSURE

Effective August 11, 2023



This City National® Bank Deposit Sweep Program Disclosure Document (the “**Disclosure Document**”) sets forth the terms and conditions of the City National Bank Deposit Sweep Program (the “**Program**”). The terms “**account owner**,” “**you**” and “**your**” refer collectively and individually to all owners and authorized signers indicated on the Program application. For business or trust accounts, these terms refer to the business or trust entity, as applicable. The terms “**City National**,” “**we**,” “**us**” and “**our**” refer to City National Bank. Capitalized terms in this Disclosure Document are defined below.

This Disclosure Document contains information, terms, conditions and disclosures about the Program. The Program is offered by us to you as an option for you to sweep funds from your Checking Account to Program Deposit Accounts at Program Banks in order to increase your access to FDIC insurance on your funds placed in the Program (up to the Program Limit, subject to applicable FDIC limits and this Disclosure Document), with any excess amounts placed into the CNB Deposit Account. There is no minimum amount required as an initial or subsequent deposit into the Program.

By selecting the Program, you hereby agree to the terms and conditions in this Disclosure Document and you appoint us as your authorized agent pursuant to this Disclosure Document for purposes of the Program. You understand and agree that we may engage third parties to provide us with various custodial, recordkeeping, administrative and other services with respect to the operation and administration of the Program. Total Deposit Solutions LLC, d/b/a R&T Deposit Solutions, LLC (“**R&T**”) provides recordkeeping and administrative services to us with respect to the Program, and R&T, in turn, delegates certain of its duties and responsibilities to its affiliates, including Stable Custody Group II LLC (“**Stable**”). References throughout this Disclosure Statement to “**R&T**” includes its affiliates, such as Stable, with respect to any delegated duties and responsibilities relating to the Program. Northern Trust Company (“**Northern Trust**”) provides custodial and clearing services to us with respect to funds placed at certain Depository Institutions under the Program. In addition, Stable provides custodial services to us with respect to funds placed at certain other depository Institutions under the Program.

Additional terms, conditions and disclosures applicable to your Checking Account held with us are included in other documents, including your Program application, the City National Bank *Account Agreement and Disclosures*, applicable *Fee Schedules*, our Privacy Disclosures, and any other agreements or amendments thereto that we may provide, which are hereby incorporated by reference into this Disclosure Document. In the event of a conflict between the terms of this Disclosure Document and any other such agreements, this Disclosure Document will control.

**PLEASE NOTE:** FDIC insurance protection under the Program is only provided up to the Program Limit (defined below), subject to applicable FDIC limits. Funds in the Program in excess of the Limit or which are not accepted by other Program Banks are placed in the CNB Deposit Account.

**You may consult your City National Relationship Manager for more information.**

| Definitions                |  |
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| <b>Algorithm</b>           | The formula developed and administered by R&T for the allocation of Program Deposits among the Program Banks designed to maximize potential FDIC insurance coverage of Program Deposits.   |
| <b>Business Day</b>        | For purpose of the sweep of funds from and to the Checking Account, Business Days are days that both City National and the Fedwire system are open, generally Monday through Friday, except for federal and state banking holidays.  |
| <b>CNB Deposit Account</b> | The CNB Deposit Account is the account maintained at City National in which funds (i) in excess of the Program Limit or (ii) which are not accepted by other Program Banks, are deposited.   |
| <b>Checking Account</b>    | Your designated City National Bank checking account from and to which funds are swept under the Program.   |
| <b>FDIC</b>                | Federal Deposit Insurance Corporation, an independent agency of the United States government, which insures deposits of the same ownership category up to applicable limits at each insured depository institution. See Section 6 below for more information on FDIC insurance coverage. |

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| <b>Maximum Deposit Amount</b>  | The amount of swept funds that may be placed into a Program Deposit Account at any one Program Bank. The Maximum Deposit Amount currently is up to \$250,000 per Program Bank for single ownership accounts and up to \$500,000 per Program Bank for joint ownership accounts (i.e., account owned by two or more persons), regardless of the number of account owners. City National may revise those amounts at its discretion on notice to you if required by applicable law.   |
| <b>Northern Trust</b>          | Northern Trust Company is a third-party provider of custodial and clearing services for funds placed into Program Deposit Accounts at certain of the Program Banks, with such Program Deposit Accounts titled in the name of Northern Trust, as agent for the benefit of you and other Program clients.  |
| <b>Privacy Disclosures</b>     | Our privacy notice and other privacy statement(s)/disclosure(s), which are available in the Privacy & Security section at <a href="http://cnb.com">cnb.com</a> .   |
| <b>Program</b>                 | City National Bank Deposit Sweep Program offered to you by City National subject to this Disclosure Document.  |
| <b>Program Bank List</b>       | The list of Program Banks into which your funds may be swept or placed under the Program and that maintain Program Deposit Accounts. The list, which is maintained to reflect current status, is accessible at <a href="http://www.cnb.com/cnbdepositsweep">www.cnb.com/cnbdepositsweep</a> or by contacting your City National Relationship Manager.  |
| <b>Program Bank</b>            | A Member-FDIC financial institution that participates in the Program and at which Program Deposit Accounts are established. See Program Bank List (above) for current list of Program Banks and Sections 2 (Program Deposit Accounts) and 3 (Program Banks) below for additional information.  |
| <b>Program Deposit Account</b> | An interest-earning omnibus account maintained at a Program Bank and into, and from which your funds are swept to, and from, the Checking Account. A Program Deposit Account may be a money market deposit account (MMDA) or a transaction account. Program Deposit Accounts are titled in the name of Northern Trust or Stable (as applicable), as agent for the benefit of you and other Program clients, acting for themselves and/or acting in a fiduciary capacity for others (or in a similar name that preserves eligibility for pass-through deposit insurance coverage on the funds in the Program Deposit Account).                |
| <b>Program Deposits</b>        | FDIC-insured funds held in Program Deposit Accounts at Program Banks.  |
| <b>Program Limit</b>           | The aggregate amount of funds that may be swept into Program Deposit Accounts at the Program Banks for each ownership category. We reserve the right to impose a limit on the amount of funds that may be swept into Program Deposit Accounts. We may, at our discretion, approve higher limits from time to time. The current Program Limit is available at <a href="http://www.cnb.com/cnbdepositsweep">www.cnb.com/cnbdepositsweep</a> or by contacting your City National Relationship Manager. City National may revise the Program at its discretion at any time.  |
| <b>R&amp;T</b>                 | Total Deposit Solutions, LLC d/b/a R&T Deposit Solutions, a Delaware limited liability company, provides recordkeeping, administrative and other services to us with respect to the Program, including to facilitate the deposit of your funds to and from Program Deposit Accounts at Program Banks. R&T delegates certain of its duties and responsibilities with respect to the Program to its affiliates, including Stable. R&T is not a bank, credit union, broker-dealer, or investment adviser.   |
| <b>Stable</b>                  | Stable Custody Group II LLC, a Delaware limited liability company, is an affiliate of R&T. R&T has delegated certain of its duties and responsibilities with respect to the administration of the Program to Stable, including the establishment and maintenance of Program Deposit Accounts at certain of the Program Banks (as custodial agent for your benefit) and the facilitation of deposits of certain of your funds to and from those Program Deposit Accounts. Such Program Deposit Accounts are titled in the name of Stable as agent for your benefit. Stable is not a bank, credit union, broker-dealer, or investment adviser. |
| <b>Target Balance</b>          | A predetermined amount to be maintained in the Checking Account that is predicted to be sufficient to cover daily debit transactions.  |

| Program Summary                               |   |
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| <b>How the Program Works</b>                  | <p>The Program provides you with the ability to improve your cash management capabilities, obtain access to expanded levels of FDIC insurance coverage on your funds swept to Program Banks (up to the Program Limit and subject to applicable FDIC limits and this Disclosure Document), and earn interest on excess deposits placed in the CNB Deposit Account.</p> <p>At the end of each Business Day, we will determine the amount of collected funds in excess of the Target Balance in your Checking Account to be “swept” into Program Deposit Accounts at Program Banks who are accepting deposits up to established limits as described in this Disclosure Document. Funds that exceed the Program Limit or for which no other Program Bank accepts will be deposited in the CNB Deposit Account. Conversely, if at the end of a Business Day funds are needed to cover debit transactions in the Checking Account or to maintain the Target Balance, funds will be swept from the CNB Deposit Account or Program Deposit Accounts for deposit to your Checking Account, as further explained in this Disclosure Document.</p>   |
| <b>FDIC Coverage</b>                          | <p>The Program Deposits at the Program Banks will be eligible for FDIC insurance up to applicable limits, in the manner and to the extent more fully described herein. You need to review and understand how FDIC insurance will apply to the Program Deposits and the balances in the CNB Deposit Account, taking into consideration any other deposits you have at the Program Banks and City National. Please note that certain conditions, such as the titling of the Program Deposit Accounts, must be satisfied for pass-through deposit insurance coverage to apply.</p> <p>Balances in the CNB Deposit Account also may be eligible for FDIC Insurance coverage up to applicable limits, in the manner and to the extent more fully described herein. See Section 6 (FDIC Insurance Coverage) below for details.</p>  |
| <b>Rate of Return</b>                         | <p>Interest is paid on Program Deposits and on balances held in the CNB Deposit Account. The interest rates to be paid are determined by us, based on current market rates and the rates paid by Program Banks. The amount of interest paid on your Program Deposits and on balances held in the CNB Deposit Account are reflected in your Checking Account monthly statement.</p> <p>The Program is primarily designed to provide administrative convenience for us to offer you access to expanded FDIC insurance on your funds swept into the Program, and is not designed to provide you with investment enhancements, higher rates of returns or profits on your funds. The Program should not be viewed as a long-term investment option. If you desire a long-term investment strategy and/or are seeking the highest yields currently available in the market for your cash balances, contact your City National Relationship Manager, who may refer you for additional assistance.</p>   |
| <b>Agency Appointments and Authorizations</b> | <p>By selecting the Program, you appoint us to act as your agent with respect to the Program, including to facilitate the transfer of your funds to and from the Program Deposit Accounts at the Program Banks. You further authorize (i) us to appoint R&amp;T as our agent to provide administrative, recordkeeping and other services to us with respect to the Program, (ii) R&amp;T to delegate certain of its duties and responsibilities with respect to the Program to its affiliates, including Stable, (iii) each of Northern Trust and Stable to act as custodial agent to hold funds in Program Deposit Accounts at the Program Deposit Institutions as agent for your benefit, (iv) each of Northern Trust and Stable to establish and maintain Program Deposit Accounts titled in the name of Northern Trust or Stable, respectively, as agent for the benefit of you and other Program customers, acting for themselves and/of acting in a fiduciary capacity for others (or in a similar name that preserves eligibility for pass-through deposit insurance coverage on the funds in the Program Deposit Accounts and (v) each of Northern Trust and Stable to facilitate deposits to, and withdrawals from, those Program Deposit Accounts. You also understand that Stable may utilize a clearing or intermediary bank to help facilitate the transfer of funds into certain Program Banks.</p> |
| <b>Changes</b>                                | <p>Circumstances may require a material change to the Program. You will receive notification in advance of material changes to the Program as required by applicable law or regulation. You may direct any questions you may have about any Program change to your City National Relationship Manager.</p>  |

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| <b>Duty to Monitor</b>                      | You are responsible for monitoring the total amount of deposits that you have with each Program Bank and in the CNB Deposit Account to determine the extent of FDIC insurance coverage available to you. Considering such other deposits you have at a Program Bank, you may elect to opt out of one or more Program Banks.  |
| <b>Benefits to City National and Others</b> | The Program may create financial benefits for City National and its affiliates, Program Banks, Northern Trust and R&T (and its affiliates). City National will receive a fee from each Program Bank in connection with the Program. R&T also will receive a fee from each Program Bank for providing administrative recordkeeping and other services in connection with the Program (and certain of those fees will be paid to its affiliates, including Stable, for providing delegated services, including custodial services with respect to certain of the Program Banks under the Program). Northern Trust also will receive a fee from certain of the Program Banks for providing custodial and clearing services for the Program relating to those Program Banks. |
| <b>Contact Information</b>                  | For any questions about the Program, contact your City National Relationship Manager or call (800) 773-7100.   |

## 1. Funds “Sweep”

Under the Program, City National offers you the opportunity to automatically “sweep” excess funds from your Checking Account into one or more interest-earning, FDIC insurance eligible Program Deposit Accounts maintained at Program Banks, up to the Program Limit (and subject to applicable FDIC limits and this Disclosure Document), with any funds that exceed the Program Limit, as well as any funds not accepted by the Program Banks for deposit into a Program Deposit Account, being deposited into the CNB Deposit Account. The Program is intended to provide you with the ability to increase your cash management capabilities and obtain access to increased FDIC insurance coverage on your funds swept into the Program. R&T provides administrative, recordkeeping and other services to City National with respect to the Program, and delegates certain of its duties and responsibilities to its affiliates, including Stable. City National will act as custodial agent to hold your funds in the CNB Deposit Account. Northern Trust will act as custodial agent to hold your funds in the Program Deposit Accounts at certain of the Program Banks, and Stable will act as custodial agent to hold your funds in the Program Deposit Account at certain other Program Banks.

At the end of each Business Day, we will determine the amount of collected funds in excess of the Target Balance to be swept into Program Deposit Accounts at one or more Program Banks up to the Maximum Deposit Amount and the Program Limit as described in this Disclosure Document. Funds that exceed the Program Limit are deposited into the CNB Deposit Account (subject to the paragraph below). If your Checking Account balance falls below the Target Balance or additional funds are required to cover debit transactions to your Checking Account, funds will automatically sweep (if available) from the CNB Deposit Account and then, if the entire balance in the CNB Deposit Account has been applied, from your Program Deposits. Withdrawals from the CNB Deposit Account or your Program Deposits, respectively, will normally be made as of the same Business Day as the debit transactions made from your Checking Account. Note that your ability to access funds held in the CNB Deposit Account or at the Program Banks directly may be limited, as more fully described herein.

The Program uses an Algorithm to allocate Program Deposits based upon a minimum, maximum and target balance set by each Program Bank. Funds will be swept into Program Deposit Accounts at one or more Program Banks up to the Maximum Deposit Amount. Funds in excess of the Maximum Deposit Amount (or funds that cannot otherwise be deposited at a particular Program Bank because that Program Bank is not accepting additional deposits due to capacity constraints or other reasons as determined by the Program Bank or the Program) will be swept into another Program Bank on the Program Bank List using the Algorithm. Once the Program Limit available to you has been placed at the Program Banks, remaining sweep funds will be deposited in the CNB Deposit Account. In addition, if no other Program Bank will accept the deposit due to capacity constraints or other reasons as determined by the Program Bank or the Program, then such funds will also be deposited into the CNB Deposit Account. Deposit of funds that exceed the Program Limit or which otherwise is not accepted for deposit by other available Program Banks into the CNB Deposit Account is a requirement of the Program.

## 2. Program Deposit Accounts

As custodial agents of funds held in the Program, each of Northern Trust and Stable establishes and maintains Program Deposit Accounts at Program Banks. Northern Trust or R&T (itself or through its delegated affiliates, including Stable and any clearing or intermediary banks utilized by Stable) will facilitate the deposit of your funds into, withdrawal of your funds from, and transfer of your funds between Program Deposit Accounts. Program Deposit Account ownership is evidenced by a book entry on the account records of each Program Bank showing the Program Deposit Account as an agency account held by Northern Trust or Stable, as the case may be, for the benefit of you and other customers and by records maintained by Northern Trust or Stable, as the case may be, as your custodial agent. No evidence of ownership, such as a passbook or certificate, will be issued to you. Each Program Deposit Account constitutes a direct obligation of the Program Bank to you and is not directly or indirectly an obligation of City National, Northern Trust, R&T or Stable. Neither we nor Northern Trust, R&T or Stable 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/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx) 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.

You may at any time obtain information about your Program Deposit Accounts by contacting your City National Relationship Manager. **PLEASE NOTE:** You are responsible for reviewing the list of Program Banks to determine if you have funds in a particular Program Bank. If funds are allocated to the Program Bank under the Program and your total deposit at the Program Bank would exceed the Maximum Deposit Amount, you are responsible for advising us. See Section 3 below.

R&T, as administrator of the Program, and each of Northern Trust and Stable, as custodial agents under the Program, coordinates with one or more Program Banks to facilitate the placement of the funds you sweep into the

Program to Program Deposit Accounts at Program Banks in an amount not to exceed the Maximum Deposit Amount per Program Bank, regardless of the maximum amount of FDIC deposit insurance coverage available. For certain types of accounts, the Maximum Deposit Amount may be substantially less than the maximum potential amount of FDIC insurance coverage. Subject to Section 1 above, if the amount of your Program Deposit at any one Program Bank exceeds the Maximum Deposit Amount, funds greater than the Maximum Deposit Amount will be swept into Program Deposit Accounts at one or more other Program Banks on the Program Bank List (subject to removal and replacement as further described herein).

Your funds intended for deposit into the Program must be swept from your Checking Account as described in this Disclosure Document, and cannot be placed directly by you with any of the Program Banks. Although your Program Deposit Account is a direct obligation of the Program Bank to you, you may not withdraw the funds from the account except through transfer back to your Checking Account at City National.

A Program Deposit Account at each Program Bank generally may be comprised of a single interest-bearing transaction account (such as a demand deposit account or “DDA”) or two linked sub-accounts: (1) an interest-bearing savings deposit account commonly referred to as a Money Market Deposit Account or “MMDA”; and (2) an interest-bearing transaction account, which may be a DDA or a negotiable order of withdrawal (NOW) account. Your Program Deposits will be deposited at one or more of the Program Banks into a transaction account and/or an MMDA maintained for your benefit. If applicable, a portion of your Program Deposit will be allocated to the transaction account and a portion will be allocated to the MMDA, and from time to time, part of the MMDA deposits may be transferred to your transaction account to establish and/or maintain a threshold amount which may differ among customers. All withdrawals will be made from the transaction account at the Program Bank based on the same Algorithm used for allocating Program Deposits. As necessary to satisfy debits in your Checking Account at City National or to restore the Target Balance, funds will automatically be transferred first from the CNB Deposit Account, and then from the deposit account at the applicable Program Bank to the related transaction account at that Program Bank for subsequent transfer to City National. Your monthly Checking Account statement will reflect the combined balance of the account(s) at each Program Bank.

Each Program Bank may limit the number of withdrawals from an MMDA to a total of six (6) during a monthly statement cycle. At any point during a month in which transfers from an MMDA at a Program Bank that has imposed such limitations have reached the applicable limit, all funds will be transferred from that MMDA to the linked transaction account at the Program Bank. For the remainder of the month, all funds swept to that Program Bank will be deposited to the transaction account. At the beginning of the next month, an amount of funds on deposit in the transaction account less any applicable threshold amount will be automatically transferred back to the MMDA. Due to the linking of the transaction account and MMDA as described above, any such limits on MMDA transfers will not effectively limit the number of withdrawals from funds on deposit at a Program Bank and will not impact the rate of return on the Program Deposits.

If a particular Program Bank is not available to receive funds for any reason, funds may be placed at another Program Bank (if available). A reallocation of Program Deposits may occur due to deposits in excess of the Maximum Deposit Amount at any Program Bank, or temporary or permanent removal of a Program Bank as an eligible Program Bank. If such occurs, we will determine the amount of your funds, if any, that are in excess of the Maximum Deposit Amount. If it is possible to rebalance your funds using the Algorithm, we will reallocate your funds accordingly. If this cannot be accomplished, the excess funds will be deposited into the CNB Deposit Account as described in Section 1 above.

If 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 from a savings deposit account (such as a MMDA) except for certain interest-bearing demand deposit accounts that are, by their terms, payable on demand. So long as this right is not exercised, and there is not a Program Bank failure that would require FDIC intervention, access to funds through the Program should not be impacted. Notwithstanding the foregoing, you will remain obligated for all obligations arising from your Checking Account, including, but not limited to, checks, wires, transfers, and other debit transactions.

Your Program Deposits are subject to legal process such as a levy or a garnishment delivered to us or our agent to the same extent as if those funds were in your Checking Account.

### 3. Program Banks

The Program Bank List identifies the current participating Program Banks into which your Program Deposits may be placed. The Program Bank List can be obtained from your City National Relationship Manager or at [www.cnb.com/cnbdepositsweep](http://www.cnb.com/cnbdepositsweep). **You should review the Program Bank List carefully. You are responsible for monitoring the total amount and insurable capacity of deposits placed both through the Program and outside of the Program that you have at each Program Bank, for the purpose of determining the FDIC insurance coverage for those deposits. Please refer to Section 6 below for information on FDIC insurance coverage.**

You may not change the banks on the Program Bank List or the Maximum Deposit Amount at any Program Bank. You may, however, at any time, designate a Program Bank as ineligible (otherwise referred to as “opting out”) to receive any funds by contacting your City National Relationship Manager. If you choose to opt out of one or more Program Banks, you may not be eligible for the Program Limit available under the Program. Any such action will result in withdrawal of any current Program Deposits at the Program Bank you designated as ineligible. The funds (along with any new Program Deposits) will be deposited into Program Deposit Accounts at other Program Banks, using the Algorithm, on the next Business Day that a sweep is made after the “opt out” instructions have been processed. No new funds will be deposited into any Program Bank that you have designated as ineligible. If you designate one or more Program Bank(s) as ineligible to receive funds, the Program Limit may be reduced. Participation in the Program requires at least one (1) Program Bank remaining eligible to receive your deposits. You may not opt out of all Program Banks on the Program Bank List. Please contact your City National Relationship Manager for other options.

At its discretion, City National may remove a Program Bank from the Program Bank List, and in some cases replace it with another Program Bank. At times, new Program Banks may be added. The Program Bank List will be updated to reflect such changes. **The Program Bank List can be obtained from your City National Relationship Manager or at [www.cnb.com/cnbdepositsweep](http://www.cnb.com/cnbdepositsweep). You should consult the Program Bank List on a regular basis to determine the impact any such changes may have on your FDIC insurance coverage for your Program Deposits.**

If one or more Program Banks with which you have deposits in the Program ceases to participate in the Program and you wish to maintain deposits with such bank(s), you may establish a direct depository relationship with such bank(s) outside of the Program, subject to its rules with respect to maintaining deposit accounts. Establishing a deposit account directly in your name at a Program Bank will be separate from Program Deposit Accounts established with such Program Bank under the Program. If you establish a direct depository relationship with a bank, such funds and deposit accounts opened directly with the bank will not be reflected on your Checking Account statement, and we will have no responsibility concerning such funds or deposits.

#### **4. CNB Deposit Account**

Funds that exceed the Program Limit or which are not accepted for deposit by any other Program Bank may be deposited in the CNB Deposit Account. The CNB Deposit Account may be comprised of a single interest-bearing transaction account (such as a DDA) or two linked sub-accounts: (1) an MMDA and (2) a transaction account. To the extent a Program Bank uses MMDAs to hold Program Deposits, a portion of your balances in the CNB Deposit Account will be allocated to the transaction account and a portion will be allocated to the MMDA. From time to time, part of the MMDA deposits may be transferred to your transaction account to establish and/or maintain a threshold amount which may differ among customers. As necessary to satisfy debits in your Checking Account at City National or to restore the Target Balance, funds will automatically be transferred first from the CNB Deposit Account, and then from the Program Deposit Account at the applicable Program Bank for subsequent transfer to City National. Your monthly Checking Account statement will reflect the combined balance of the MMDA and the transaction sub-accounts of the CNB Deposit Account.

If required by federal banking regulations, City National will reserve the right to require seven (7) calendar days' prior notice before permitting a withdrawal of any balances in the CNB Deposit Account. So long as this right is not exercised, and there is not a City National failure that would require FDIC intervention, access to funds through the CNB Deposit Account should not be impacted. Notwithstanding the foregoing, you will remain obligated for all obligations arising from your Checking Account, including, but not limited to, checks, wires, transfers, and other debit transactions.

Balances in the CNB Deposit Account are subject to legal process such as a levy or a garnishment delivered to us or our agent to the same extent as if those funds were in your Checking Account.

#### **5. Interest and Rate of Return**

The current interest rate for the Program may be obtained from your City National Relationship Manager or by calling (800) 773-7100. City National determines the interest rate earned on balances in the Program Deposit Accounts based on current market rates and the rates paid by Program Deposit Institutions. Your Program Deposits will earn the same rate of interest regardless of the Program Banks with which your funds are deposited. Interest rates may change at any time without notice to you and may be based on a number of factors, including general economic, market and business conditions. The amount of interest paid on your Program Deposits and on balances held in the CNB Deposit Account are reflected in your Checking Account monthly statement.

Interest on your Program Deposits is accrued daily, compounded monthly, and is reflected on your Checking Account statement as of the last Business Day of the statement period. Interest begins to accrue on the Business Day funds are received by the Program Banks, which will typically be the same Business Day on which funds are swept from the Checking Account. Generally, interest will accrue to Program Deposit Account balances through the Business Day preceding the date of withdrawal from your Program Deposit Accounts. Non-Business Days

occurring between the day your excess funds are moved from your Checking Account and deposited with a Program Bank will be included in the interest accrual.

While interest on your Program Deposits will generally be credited at month-end, intra-month interest credits may occur. Intra-month interest credits may occur, including in the following instances: (i) when you close your account intra-month (ii) when you designate a Program Bank ineligible to receive deposits intra-month or (iii) when there has been a change to the Program Bank List (or a Program Bank becomes otherwise unavailable) intra-month. Intra-month interest credits will appear on your Checking Account statement to reflect interest accrued in the Program through such intra-month event. Adjustments made to your Checking Account which can be caused by transactions entered for a prior date (e.g., a fee reimbursement or a debit adjustment) may result in an interest credit or debit to your Checking Account. The interest rate used to credit or debit adjustments may not be made at the current rate, but should reflect interest rates applicable at the time of the event. Interest rates applied to credit adjustments are not expected to be lower but could be less than those applied to your balances on the day in which the credit adjustment is made. 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.

Interest on your CNB Deposit Account is accrued daily, compounded monthly, and is reflected on your Checking Account statement as of the last Business Day of the statement period. Interest begins to accrue on the Business Day funds are deposited, which will typically be the same Business Day on which funds are swept from the Checking Account. Generally, interest will accrue to the CNB Deposit Account balances through the Business Day preceding the date of withdrawal from your Program Deposit Accounts. Non-Business Days occurring between the day your excess funds are moved from your Checking Account and deposited with the CNB Deposit Account will be included in the interest accrual.

The Program is primarily designed to provide administrative convenience for us to offer you access to expanded FDIC insurance on your funds, and is not designed to provide you with investment enhancements, higher rates of returns or profits on your funds. The Program should not be viewed as a long-term investment option. If you desire a long-term investment strategy and/or are seeking the highest yields currently available in the market for your cash balances, contact your Relationship Manager, who may refer you for additional assistance. You should compare the terms, rate of return, required minimum and maximum amounts, and other features of the Program with other accounts and alternative investments.

## 6. FDIC Insurance Coverage

At the time funds are deposited with one or more Program Banks through the Program or into the CNB Deposit Account, your deposits in the Program are generally eligible to be insured by the FDIC, up to the applicable FDIC limits and subject to the limitations described in this Disclosure Document. Please note that certain conditions, such as the titling of the Program Deposit Accounts, must be satisfied for pass-through deposit insurance coverage to apply. Currently, funds in the deposit accounts at each Program Bank and in the CNB Deposit Account are generally eligible for deposit insurance by the FDIC up to a total of \$250,000 per depositor, per insured depository institution for each account ownership category when aggregated with all other deposits held in the same ownership capacity at such depository institution. For example, funds in deposit accounts at a bank held by a single individual or business are insured up to \$250,000, and funds in deposit accounts held by two or more individuals or businesses are insured up to \$250,000 per multi-party owner. Any deposits that you maintain in the same ownership capacity at a Program Bank will be aggregated with your Program Deposits at such Program Bank for purposes of reaching the maximum available amount of FDIC deposit insurance coverage. In addition, any deposits that you maintain in the same ownership capacity at City National will be aggregated with any balances in the CNB Deposit Account for purposes of determining the maximum available amount of FDIC deposit insurance coverage at City National. Deposits in excess of the applicable FDIC limits will not be insured. **You should monitor your balances at each Program Bank to maintain awareness of any balances that may exceed the limit of FDIC insurance coverage.**

In the event a Program Bank fails, Program Deposits at that Program Bank (including balances in the CNB Deposit Account in the event City National fails) are insured for principal and interest accrued to the day the Program Bank is closed, up to applicable FDIC limits. None of City National, Northern Trust, R&T nor Stable is responsible for any insured or uninsured portion of Program Deposits. You are solely responsible for monitoring the total amount of deposits that you have with each Program Bank in order to determine the extent of deposit insurance coverage available to you. Depending on the amount of funds on deposit that you have at a Program Bank apart from Program Deposits and balances in the CNB Deposit Account, you may wish to direct that the Program Bank be excluded from the Program Bank List applicable to you. However, the CNB Deposit Account cannot be excluded as it is a requirement of the Program. None of City National, Northern Trust, R&T or any of their respective affiliates, including Stable, are able to determine whether you have funds on deposit at a Program Bank outside of the Program.

Under certain circumstances, if you become the owner of deposits at a Program Bank because another depositor dies, beginning six (6) months after the death of the depositor the FDIC will aggregate those deposits for purposes

of the \$250,000 limit or such other applicable limit, as applicable, with any other deposits that you own in the same insurable capacity at such Program Bank. Examples of accounts that may be subject to this FDIC policy include joint accounts and certain trust accounts, including transfer upon or payable on death accounts. The FDIC provides the six (6)-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 Northern Trust or another intermediary bank, as applicable. There is no specific time period during which the FDIC must make insurance payments available and therefore you may not have access to your funds during this time. Furthermore, you may be required to provide certain documentation to City National that City National must provide to Northern Trust or another intermediary bank, as applicable, to allow it to submit the documentation to the FDIC 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. We will assist you with documentation as we are able.

If your Program Deposits, balances in the CNB Deposit Account or other deposits at a 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 acquiring institution until (i) the maturity date of time deposits that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six (6)-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits, including other bank accounts, CDs and deposits held through us or through other brokers, with the acquirer held in the same capacity for purposes of federal deposit insurance. Any deposit placed 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.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC’s regulations set forth at 12 C.F.R. Part 330. Complete information can be found at the NCUA’s regulations set forth at 12 C.F.R. Part 745.

#### **Information on Deposit Insurance for Specific Types of Accounts**

**Individual Customer and Agency Accounts.** Funds owned by an individual and held in an account in the name of the individual or an agent or nominee of such individual are not treated as owned by the agent or nominee, but are added to other deposits of such individual held in the same capacity (including funds held in a sole proprietorship) and are insured up to \$250,000 in the aggregate.

**Custodial Accounts.** Funds in accounts held by a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the custodian, but are added to other deposits of the minor or other beneficiary held in the same insurable capacity and are insured up to \$250,000 in the aggregate.

**Joint Accounts.** An individual’s interest in funds in all qualified accounts held under any form of joint ownership valid under applicable state law may be insured up to \$250,000 in the aggregate, separately and in addition to the \$250,000 allowed on other deposits individually owned by any of the co-owners of such accounts (hereinafter referred to as a “**Joint Account**”). For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to \$500,000 (\$250,000 for each person), subject to aggregation with each owner’s interest in other deposit accounts at City National. Joint Accounts will be “qualified” and insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners. Nonqualified joint accounts are not insured separately and are added to individual accounts for the purposes of the individual maximum coverage of \$250,000 in the aggregate at City National.

**Irrevocable Trust Accounts.** Funds in an account established pursuant to one or more irrevocable trust agreements created by the same grantor (as determined under applicable state law) will be insured for up to \$250,000 for the interest of each beneficiary provided that the beneficiary’s interest in the account is non-contingent (i.e., capable of determination without evaluation of contingencies). The deposit insurance of each beneficiary’s interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee or other beneficiaries. The interest of a beneficiary in irrevocable trust accounts at City National created by the same grantor will be aggregated and insured up to \$250,000.

**Revocable Trust Accounts.\*** Revocable trusts accounts include: informal revocable trust accounts where the owner has designated the names of beneficiaries to whom the funds in the account will pass upon the owner’s death (referred to as transfer upon or payable on death accounts (“**POD Accounts**”); and formal revocable trusts usually established for estate planning purposes (referred to as living or family trusts). Revocable trust accounts will be insured as to each named beneficiary (up to five beneficiaries) separately from another account of the owner or the beneficiary provided the beneficiaries are natural persons, and for POD Accounts, the account

records, as applicable, disclose the names of all trust beneficiaries. For each trust owner with combined revocable trust account deposits of \$1.25 million or less at City National, the maximum coverage will be determined by multiplying the number of different beneficiaries by \$250,000. If an owner has in excess of combined revocable trust account deposits of \$1.25 million at City National and has named more than five beneficiaries there is a limitation on the maximum coverage.

**\*Note:** Effective April 1, 2024, for purposes of FDIC insurance, irrevocable and revocable trust accounts will be merged into a new “trust accounts” category. Under the new rule, a deposit owner’s trust deposits will be insured in an amount up to \$250,000 per beneficiary (not to exceed five beneficiaries), regardless of whether a trust is revocable or irrevocable, and regardless of contingencies or the allocation of funds among the beneficiaries. The maximum coverage for a deposit owner’s trust deposits will be \$1,250,000 per depositor, per insured depository institution.

### **Questions about FDIC Deposit Insurance Coverage**

If you have questions about basic FDIC insurance coverage, contact your City National Relationship Manager. You may wish to seek advice from your own attorney or tax advisor concerning FDIC insurance coverage of deposits held in more than one capacity.

For questions about FDIC insurance coverage, 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)), by visiting the FDIC website at [www.fdic.gov/deposit/index.html](http://www.fdic.gov/deposit/index.html), or by email using the FDIC’s Online Customer Assistance Form available on its website. You also may wish to utilize “EDIE The Estimator,” the FDIC’s electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the FDIC’s Consumer Resource Center section of the FDIC’s website at <https://www.fdic.gov/resources/consumers/index.html>

## **7. Program Limitations**

The amount of your cash balances that are swept into Program Deposit Accounts may need to be limited if one or more Program Bank(s) stops accepting deposits, becomes ineligible for the Program as described in this Disclosure Document, or for other circumstances, and such limitations may affect the total amount of FDIC insurance that is available to you. Advance notice that a Program Bank will be removed is not available; however, the Program Bank List will be updated upon the removal of a Program Bank. The Program Bank List can be obtained from your City National Relationship Manager or at [www.cnb.com/cnbdepositsweep](http://www.cnb.com/cnbdepositsweep), and should be consulted on a regular basis to determine the impact the removal of a Program Bank may have on your FDIC insurance coverage.

## **8. Account Documentation**

You will receive a regular monthly statement of your Checking Account. The statement will: (i) reflect the beginning and ending balances for the Program Deposit Accounts and CNB Deposit Account as of the last Business Day of each monthly statement period; (ii) detail sweep amounts to and from the Program during the statement period; (iii) identify the amount of funds held at each Program Bank; and (iv) reflect interest paid on Program Deposits and interest paid on the CNB Deposit Account. This information is provided in lieu of separate confirmations for each sweep to and from the Program during the statement period. Transfers between each Program Bank’s MMDAs and transaction accounts or between the CNB Deposit Account’s MMDA and transaction account will not be reflected in your Checking Account statement. You should carefully review your statements to determine if a change in Program Banks and/or a sweep into the CNB Deposit Account has an impact on your deposit insurance coverage and retain the statements for your records.

## **9. Program Eligibility**

Eligibility for the Program is based on your account type and the ownership of your Checking Account. The Program is available to individuals, trusts (so long as all beneficiaries of the trust are eligible), and entities, such as corporations, partnerships, associations, business trusts, and other organizations. Custodial accounts are eligible for the Program if each beneficiary is eligible. Certain accounts, such as retirement accounts, are not eligible for the Program. Please consult your City National Relationship Manager for details concerning eligibility. City National may in its discretion deem a person or entity to be ineligible for the Program if it becomes aware that the person or entity is prohibited by banking regulations from participating in the Program. Eligibility is subject to the limitations described herein and as determined by us.

## **10. Benefits to City National and Others**

The Program may create financial benefits for City National and its affiliates, Program Banks, Northern Trust and R&T and its affiliates, including Stable. City National, Northern Trust and R&T (or its affiliates, including Stable)

may receive a fee from each Program Bank in connection with the Program. City National may receive a fee from each Program Bank in connection with the Program. R&T also will receive a fee from each Program Bank for providing administrative recordkeeping and other services in connection with the Program (and certain of those fees will be paid to its affiliates, including Stable, for providing delegated services, including custodial services with respect to certain of the Program Banks under the Program). Northern Trust also will receive a fee from certain of the Program Banks for providing custodial and clearing services for the Program relating to those Program Banks. In addition, City National may impose additional fee(s) to your Checking Account in connection with the Program with notice to you if required by applicable law.

The amount of the fees will affect the interest rate paid by the Program Banks, which in turn may affect the interest rate paid to you for your Program Deposits. In addition to these fees, other service providers with respect to the Program may receive fees from Northern Trust, R&T (or its affiliates, including Stable), each Program Bank, and us.

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 the prevailing market interest rates that may have been paid on accounts you opened directly with them. 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 a Program Bank. There is no necessary correlation between bank rates of interest and the highest rates available in the market, including any Money Market Mutual Fund rates. By comparison, a Money Market Mutual 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.

The revenue generated by us, Northern Trust and/or R&T (or its affiliates, including Stable) may be greater than revenues generated by sweep options at other firms, and may be greater than other options currently available to you or that we have used in the past or may consider using in the future. As a result of the fees and benefits described above, the Program may be significantly more profitable to us, Northern Trust and/or R&T (or its affiliates, including Stable) than other available sweep options.

City National may enter into reciprocal deposit arrangements with other Program Banks. Under such arrangements, the amount of balances in your Checking Account that exceed the Target Balance that would be swept to other Program Banks could be deposited to an omnibus account at City National and deposited to another Program Bank, with City National receiving an equal amount of funds the beneficial interests in which are held by depositors of the other Program Bank. City National would benefit because it would obtain additional Program deposits, but you would be unaffected by the reciprocal deposit arrangements because you would hold beneficial interests in balances maintained in accounts owned by a custodial agent at other Program Banks. The reciprocal deposit arrangement does not affect your FDIC insurance coverage, as described in Section 6 above.

City National may, from time to time, designate an affiliated bank as a Program Bank. Any such addition to the Program will be reflected in the Program Bank List. City National and the affiliated bank may receive additional benefits under the Program as described above.

## **11. Tax Information**

For applicable account types, a Form 1099 will be sent to you each year showing the amount of interest income you have earned on deposits placed through the Program. You should consult with your tax advisor about how the Program affects you.

## **12. Dispute Resolution**

In the event a problem concerning the Program cannot be resolved among you and City National, the problem or dispute will be resolved in accordance with dispute resolution procedures set forth in the account agreement governing your Checking Account.

## **13. Information Sharing**

Program Deposit Accounts at the Program Banks and the CNB Deposit Account are omnibus accounts titled in the name of Northern Trust or Stable, as custodial agent for the benefit of multiple banks and trust companies and their customers, in which the customers of City National and such other institutions hold beneficial interests. Neither we, Northern Trust or R&T (or its affiliates, including Stable) nor our respective agents, will provide the Program Banks with nonpublic personally identifiable information about you during the normal administration of the Program. However, the Program Banks reserve the right to obtain customer information pursuant to audit and regulatory requests to ensure that proper recordkeeping is taking place or as may be otherwise required of the Program Banks by law or regulation. Further, your personally identifiable information may be shared in the case of

the insolvency of a Program Bank. If customer information is provided, the information could consist of the name, address, date of birth, either a Social Security or Taxpayer Identification Number, and any other information as would normally be required to open a deposit account at the Program Bank.

For additional information on what is shared, review the Privacy Disclosures or by contacting your City National Relationship Manager.

#### **14. Duty to Monitor**

You are solely responsible for monitoring the total amount of deposits that you have with each Program Bank and in the CNB Deposit Account in order to determine the extent of FDIC insurance coverage available to you. Depending on the amount of deposits that you have at a Program Bank (including City National) apart from your Program Deposits and balances in the CNB Deposit Account, you may wish to direct that one or more Program Banks be excluded from the Program Bank List.

#### **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CITY NATIONAL, NORTHERN TRUST, R&T, STABLE OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

#### **16. Changes**

From time to time, circumstances, such as described in this Disclosure Document or otherwise, may require that we modify the Program. If we make any change, there is no guarantee that such change will provide an equal or greater rate of return to you during any given period, and the rate of return may be lower. You will receive notification in advance of any such material change as may be required by applicable law or regulation. Changes to the Program may also be posted at [www.cnb.com/cnbdepositsweep](http://www.cnb.com/cnbdepositsweep). If advance notice of such a material change is not practical due to the circumstances, you will be notified as soon as is reasonably practical of the change. You should direct any questions you may have about any Program changes to your City National Relationship Manager. If you do not take any action in response to a change, you are deemed to have consented to the change to the Program. If you object to Program modifications or the Program no longer meets your needs due to the modifications that we made, your City National Relationship Manager can assist you in finding an alternative solution.

Changes to the Program Bank List may occur as described in the section herein titled "Program Banks."

#### **17. Notices**

All notices described in this Disclosure Document may be made by means of a letter, an entry on or insert with your Checking Account statement, or by electronic or other form of notification if available to you and to which you have given prior consent, which may include, but is not limited to, electronic alerts or email.

#### **18. Terminations**

You may terminate your participation in the Program by providing notice to City National. If we terminate the Program, we will provide you notice as may be required by law. In either case, your Program Deposits will be promptly transferred to your Checking Account at City National Bank.