

NEWEDGE SECURITIES, LLC
BANK DEPOSIT SWEEP PROGRAM (BDSP)
DISCLOSURE DOCUMENT

I. INTRODUCTION

You must review the Disclosure Document in its entirety. This Introduction does not include all the important information regarding the Program.

NewEdge Securities, LLC (referred to in this Document as “NewEdge”, “we”, “our” or “us”) offers a core account investment sweep vehicle to hold free cash balances awaiting investment in brokerage accounts held with us through National Financial Services LLC (“NFS”) (each an “Investment Account” and, collectively, “Investment Accounts”). The terms “account owner,” “you” and “your” refer to the account owners indicated on the Account Application to your Customer Agreement for your Investment Accounts. For joint accounts, these terms refer to all owners, collectively and individually. For trust accounts, these terms refer both to the entity and to all account owners. For business accounts, these terms refer to the entity.

The Bank Deposit Sweep Program (the “Program” or “BDSP”) is the sole core account investment sweep vehicle for Eligible Accounts (as defined in the “Program Eligibility” section below). The Program includes both the sweep program (referred to as “SP”) and the level fee program (applicable to Advisory Retirement Accounts only - referred to as the “LFP” as further defined and described herein). All available free cash balances in your Eligible Accounts will be deposited through the Program into interest-bearing FDIC-insurance deposit accounts (“Deposit Accounts”) at one or more FDIC-insured depository institutions set forth in the list of depository institutions participating in the Program (each, a “Program Bank” or “Bank”). The list of Banks participating in the Program (“Program Bank List”) and current interest rates is available from your Financial Advisor or on our website at <https://www.newedgecapitalgroup.com/brokerage-sweep/>. Once your cash balance has been swept to one or more Deposit Accounts at a Program Bank, it is referred to as your “Program Deposit.” Please note that your ability to access the money held at the Bank(s) may be limited, as more fully described herein.

The interest rates paid by any given Program Bank may be higher or lower than the interest rates available to depositors making deposits directly with the Program Bank or other depository institutions in comparable accounts, or other options in which you can purchase with outstanding cash balances. You should compare the terms, interest rates, required minimum amounts, and other features of the program with other accounts and alternative investments. NewEdge is not responsible for negotiating interest rates on your behalf.

The interest rate you will receive is based upon your Program Deposits in accordance with interest rate tiers or, in the case of Advisory Retirement Accounts (as defined below), monthly account fees determined by NewEdge. Deposits in the Program are placed at Program Banks that are part of the deposit network of IntraFi LLC (the “Third Party Program Service Provider”). Over any given period, the interest rates on the Program Deposits may be lower than the rate of return on other core account investment sweep vehicles that are non-FDIC-insured bank account deposits offered outside the Program or on other investment options outside of the Program. Information about the Program (including interest rates, tiers, and annual percentage yield) and current yields on money market mutual funds may be obtained from your Financial Advisor. The BDSP interest rate will vary and may be higher or lower than other potential investment options. You should carefully review the section of the Disclosure Document titled “Interest.”

The Program is the core account investment vehicle for Eligible Accounts offered by NewEdge as a service to facilitate the efficient management of cash in the account while awaiting reinvestment. The Program should not be viewed as a long-term investment option. If you desire, as part of an investment strategy or otherwise, to maintain a cash position in your account for other than a short period of time and/or are seeking the highest yields currently available in the market for your cash balances, please contact your Financial Advisor to discuss investment options that are available outside of the Program that may be better suited to your goals. The Program is intended to operate on a nondiscretionary allocation methodology. Neither NewEdge, its representatives, its affiliates nor its advisors provide investment advice or recommendations regarding your use of the Program, its operation or the Program Banks.

NewEdge and its third-party custody and clearing firm, NFS, as well as the Third Party Program Service Provider, receive fees for providing the Program to clients. These fees reduce the amount of interest you receive on your Program Deposits. The Program is designed so that, based on economic circumstances, clients receive interest on Program Deposits, and NewEdge, NFS, and the Third Party Program Service Provider receive a portion of the interest paid by the participating Program Banks as fees. In addition to the fees paid to NewEdge by the participating Banks, cash balances you maintain in the Program are included in the value of account assets used to calculate the management fees and other asset-based fees we charge to investment advisory accounts. NFS will receive revenue from cash balances held in temporary investment of cash balances, Fidelity money market mutual fund investments for ineligible accounts, and Money Market Mutual Fund Overflow (as defined below). More information on the fees NewEdge, NFS, and the Third Party Program Service Provider receive in connection with the Program is described below under “Benefits to NewEdge and Others.”

As more fully described in this Disclosure Document, your Investment Accounts with us are generally protected, up to applicable limits, as set by the Securities Investor Protection Corporation (“SIPC”). At the time funds are deposited with one or more Banks through the Program, your deposits in the Program are eligible, subject to the limitations described in this Disclosure Document, to be insured, up to applicable limits, by the Federal Deposit Insurance Corporation (“FDIC”). Funds in the Deposit Accounts at each Bank are generally eligible for deposit insurance by the FDIC up to a total of \$250,000 principal and accrued interest per depositor in most insurable capacities (e.g., individual, business, joint, etc.) when aggregated with all other deposits held in the same insurable capacity at a Bank, including other brokerage accounts held by NFS, certificates of deposit and deposits held with other brokers (collectively “Other Deposits”). For example, funds in the Deposit Accounts at a Bank held by an individual are insured up to \$250,000, and funds in the Deposit Accounts at a Bank held in joint accounts are insured up to \$500,000. For eligible IRAs and Section 457 Plans, funds in the Deposit Accounts at each Bank are eligible for deposit insurance up to \$250,000 principal and accrued interest per depositor in the aggregate.

For accounts registered to a corporation, partnership or other entity, the maximum amount of FDIC insurance coverage for your deposits in the Program is up to \$2.5 million. For accounts registered to a natural person, including trust or profit sharing accounts where the beneficiary is a natural person, the maximum amount of FDIC insurance coverage for your deposits in the Program is up to \$2.5 million (for an individual account) or up to \$5.0 million (for a joint account) (the “Maximum Applicable FDIC Deposit Insurance Amount”), subject to the total amount on deposit in an account, applicable FDIC rules, and Bank availability. Funds deposited in Deposit Accounts are not eligible for coverage by SIPC.

Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with a Bank, or through an intermediary (such as us or another broker), will be aggregated with deposits in your Deposit Accounts at such Bank for purposes of the Maximum Applicable FDIC Deposit Insurance Amount. For questions about FDIC insurance coverage, contact your Financial Advisor. 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. It is your sole responsibility to monitor the value of deposits you have at any Program Bank, including deposits from all other sources, including other brokerage accounts, which may impact FDIC coverage. **Please carefully review the section of this Disclosure Document titled “FDIC/SIPC Coverage.”**

Each Deposit Account constitutes a direct obligation of the Bank to you and is not directly or indirectly an obligation of us or NFS. Neither we nor NFS 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 Bank at <https://www.ffiec.gov/NPW> or by contacting the FDIC Public Information Center by mail at FDIC Public Information Center, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200.

The establishment of a Deposit Account will not create a direct account relationship between you and the Program Banks. NFS, as your agent and custodian, will establish the Deposit Accounts for you at each Bank, and make deposits to and withdrawals from the Deposit Accounts.

The information in this Disclosure Document applies, unless otherwise indicated, to each eligible Investment Account for

which you are an owner, whether as an individual, joint tenant, trustee, executor, custodian or in any other capacity.

Core Account Investment Vehicle Interest

The interest rate for your Deposit Account and current annual percentage yield and interest rates for Program Deposits may be obtained from your Financial Advisor or on our website at <https://www.newedgecapitalgroup.com/brokerage-sweep/>.

There are two methods by which interest is calculated and earned through the Program.

- I. For most account types, interest rates on each Deposit Account are tiered (“Tiered Structure”) and will vary based upon prevailing economic and business conditions. The interest rate applied to each of your Deposit Accounts will be based on its assigned tier, as determined by us, based upon the value of the Program Deposit in each individual Deposit Account. Different interest rates can apply to different Eligible Accounts depending on the free cash balance in each such account.
- II. For Individual retirement accounts (IRAs) and accounts in plans covered by the Employee Retirement Income Security Act of 1974, as amended, with the exception of Keogh plans and 403(b) plans, in which an advisory or investment management fee is charged (typically annually) as per the terms of the contract you entered with your Financial Advisor (“Advisory Retirement Accounts”), interest earned is not based on the Tiered Structure. Instead, interest on all Advisory Retirement Accounts will be calculated and paid based on a level fee structure as further described in the section of this Disclosure Document titled “Level Fee Program – (“LFP”) (applicable to Advisory Retirement Accounts only)”

Neither we nor the Program Banks have a duty to offer the highest interest rates available or to offer in our SP and/or LFP interest rates that are comparable to the yield on money market funds (“Money Funds”). By comparison, Money Funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. The interest rate for your Advisory Retirement Account and current interest rates for Program Deposits may be obtained from your Financial Advisor, or <https://www.newedgecapitalgroup.com/brokerage-sweep/>. You should carefully review the section of this Disclosure Document titled “Information About Your Relationship with NewEdge and the Banks.”

Alternatives to the Deposit Accounts as a Core Investment Vehicle Option

We are not obligated to offer any core investment sweep options or Program investments offering a rate of return equal to or greater than comparable investments. For non-retirement accounts, you may elect not to have available cash swept into a sweep investment. If you make this election, your Investment Account will lack a sweep investment feature. This means your available cash will not be invested (and, therefore, will not earn interest) unless you give your Financial Advisor directions to invest those funds in one or more Money Funds or other available investments.

Timing of Sweep

The cash balance in your Eligible Accounts will be automatically swept from your Investment Account into your Deposit Account on the business day following the day your Investment Account reflects a cash balance for activity captured in the Evening Bank Sweep (as defined below), or on the same business day for activity captured by the Morning Bank Sweep (as defined below). For purposes of this Program, business day generally means a day on which the Program Bank is open for business. Available cash balances will not begin to earn interest or be eligible for FDIC insurance until swept into the Deposit Account at the Program Bank.

No Impact on Your Investment Account Fees

The Program Deposits will not affect your Investment Account fees because fees for the Program, as more fully described

below, will be deducted from the interest amounts received from the Program Bank(s) and passed on to you.

Access to Funds in the Deposit Accounts

As required by federal banking regulations, each Program Bank has reserved the right to require seven (7) calendar days prior notice before permitting a withdrawal of any Program Deposits. So long as this right is not exercised, your ability to access funds, including the ability to withdraw funds from your Investment Account, should not be impacted. Your interest in a Deposit Account is not transferable. Notwithstanding the foregoing, you will remain responsible for all obligations arising from your account, including, but not limited to, margin balances, settlement of transactions, checks, wires, and debit card purchases.

Tax and Legal Information

For most clients with non-retirement account types, interest earned from the Deposit Accounts will be taxed as ordinary income in the year it is received. In those cases, a Form 1099 will be sent to you by NFS each year showing the amount of interest income you have earned on deposits in your Deposit Accounts. Neither we nor NFS intends for this information to be considered legal or tax advice. You should consult with your tax advisor about how the Program affects you.

II. DETAILS

This Disclosure Document contains key information about the Program, which is offered by us in conjunction with NFS, a New York Stock Exchange and Financial Industry Regulatory Authority (“FINRA”) member who we have engaged to provide custody and clearing services. Additional terms, conditions, and disclosures applicable to your account held with us are included in other documents, including, but not limited to, your account application, account agreement, applicable privacy notice, your applicable Customer Agreement for your Investment Accounts, the retirement account Customer Agreement and any applicable custodial agreement, disclosure statement or the like, the Margin Account Agreement, the Disclosure of Terms on Credit Transactions, the Margin Disclosure Statement, and any other agreement (“Other Agreements”) and are hereby incorporated by reference into this Disclosure Document. In the event of a conflict between the terms of this Disclosure Document and the Other Agreements, solely as it relates to the terms and conditions of this Disclosure Document, the Disclosure Document will control. Please review these Other Agreements for important information governing your Investment Account.

A. Program Eligibility

Eligibility is based on your Investment Account type and the ownership of your Investment Account. “Eligible Accounts” include non-retirement advisory accounts and all brokerage accounts *other than* Keogh plan accounts, 403(b) plan accounts, group retirement plan accounts, and accounts with non-US mailing addresses, as well as Retirement Advisory Accounts which are eligible through LFP. This includes individuals, certain non-profit organizations and certain fiduciaries and trusts, provided that the beneficiaries are individuals or otherwise eligible. Eligible Accounts in the name of business entities including corporations, limited liability companies and partnerships are also eligible for the Program, collectively referred to as “business accounts”. Eligibility for the Program is subject to the limitations described herein and as determined by NewEdge and/or NFS. Please check with your NewEdge Financial Advisor if you have questions about account eligibility. SP and LFP are not available to the following account types: (1) Keogh plan accounts, and (2) Section 403(b) plan accounts, and (3) group retirement plan accounts, and (4) accounts with non-US mailing addresses.

If we or NFS determine that your Investment Account is no longer eligible or the Program eligibility requirements change, we may change your core account investment vehicle, as that term is defined in Investment Account documentation, or any amendments thereto, including but not limited to the Customer Agreement, from the Program to an alternative core account investment vehicle made available by NewEdge and NFS, which may not be an FDIC-insured investment.

In the event the Fully Disclosed Clearing Agreement, between NES and NFS is terminated and your account remains at NFS

with NFS as the default broker dealer, your account will no longer be eligible for the Program and you consent to NFS selecting an alternative Core Account Investment Vehicle at its discretion for your Brokerage Account. NFS will provide you with written notice of this change, if delivery of such notice is possible.

B. How the Program Works

Sweep to Program Banks

Through the Program, cash balances in your Eligible Accounts (resulting from sales of securities, deposits, dividend and interest payments and other activities) will be automatically deposited or “swept” into Deposit Accounts at one or more Program Banks on the Program Bank List. Please note that your ability to access the money held at the Bank(s) may be limited, as more fully described herein.

Funds will be swept into Deposit Accounts at a Program Bank up to the Maximum Deposit Amount (as defined below in the section titled “Maximum Deposit Amount”). For the SP, the Program allocates or reallocates deposits to each Program Bank based upon the Third Party Program Service Provider’s allocation process and objectives using a variety of factors that may include but are not limited to, availability of FDIC insurance coverage at the Program Bank, the Program Bank’s ability to accept deposits, administrative convenience, and managing minimum, maximum and target balance set by Program Banks. Funds in excess of the Maximum Deposit Amount (or funds that cannot otherwise be deposited at a particular Bank because that Bank is not accepting additional deposits due to capacity constraints or other issues) will be swept into another Bank on the Program Bank List. For the avoidance of doubt, deposit allocation methodology is solely driven by the Third Party Service Provider and NewEdge has no discretion for such decisions. The SP Bank List specifies, in alphabetical order, the Program Banks into which your funds will be deposited.

For the LFP, funds in excess of the Maximum Deposit Amount (or funds that cannot otherwise be deposited at a particular Bank because that Bank is not accepting additional deposits due to capacity constraints or other issues) will be swept into the next successive Bank on the LFP Program Bank List. The LFP Bank List specifies the Program Banks into which your funds will be deposited and the sequence in which the Program Banks will receive your funds.

Notwithstanding the available number of eligible Program Banks, there is a Program Upper Limit for Program Deposits eligible for FDIC insurance (as described below). Program Deposits above this limit, or that otherwise could not be placed at other Program Banks, are placed at Excess Deposit Bank(s). The section, “Maximum Deposit Amount” below further defines the Program Upper Limit and Excess Deposit Banks.

You may not change the Program Banks on the Program Bank List, the allocation or order, as applicable, in which funds are deposited at 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 to receive any funds (otherwise referred to as “opting out” of a Program Bank) by contacting your Financial Advisor. See the “Designating a Program Bank as Ineligible” section below for further important detail. Cash balances for your Investment Account will not be swept to Program Banks in amounts greater than the Maximum Deposit Amount except for cash balances swept to Excess Deposit Bank(s). For your Investment Account, the allocation of cash balances to Program Banks occurs at the Investment Account level and does not consider whether you have Other Deposits. You are responsible for monitoring the total amount and insurable capacity of all deposits at a Bank, both as part of and outside of the Program, including Other Deposits.

Maximum Deposit Amount

NFS, as your agent, will, regardless of the maximum potential applicable FDIC insurance coverage available and subject to the Program Upper Limit as described below, place up to (i) \$246,500 of your cash balances for each individual Investment Account, and (ii) \$493,000 in any one Program Bank for a joint account (regardless of the number of owners), (each such limit referred to hereinafter as the “Maximum Deposit Amount”). For certain types of accounts, the Maximum Deposit Amount is substantially less than the maximum potential amount of FDIC insurance coverage. If cash balances and existing Program Deposits attributable to your Investment Account at a Program Bank exceed the Maximum Deposit Amount, the excess funds will be swept into Deposit Accounts at one or more of the other Program Banks on the Program Bank List (subject to removal

and replacement as further described below).

This application of the Maximum Deposit Amount occurs at the Investment Account level and does not take into consideration Other Deposits you may have at that Bank. If the Maximum Deposit Account has been deposited for you through the Program in each Program Bank (taking into consideration any Bank that you have opted out of or excluded and the Program Upper Limit (as defined below), all excess cash balances will be deposited into one or more designated Program Banks on the Program Bank List without regard to FDIC insurance limitations (an “Excess Deposit Bank”). **Funds invested in the Excess Deposit Bank that exceed the Maximum Applicable FDIC Deposit Insurance Amount will not be covered by FDIC Deposit Insurance.**

IMPORTANT: Notwithstanding the available number of eligible Program Banks, the “Program Upper Limit” requires that deposits made, for a specific Investment Account, into the Program are generally only eligible for up to a maximum of \$2.5 million in FDIC insurance at any given time (for an individual account, business account, or trust account) or up to a maximum of \$5 million in FDIC insurance at any given time (for a joint account), subject to the total amount on deposit in an account and applicable FDIC rules (generally, the standard FDIC insurance protects up to \$250,000 per depositor, or \$500,000 per joint account, per depository bank, for each account ownership category; see FDIC rules for details). Deposits over the limits mentioned here or that cannot otherwise be placed at a Program Bank due to capacity constraints are “Excess Deposits” and will be deposited into one or more “Excess Deposit Banks,” as designated on the Program Bank List, without regard to FDIC-insurance limitations, and thus these Excess Deposits may not be covered by FDIC Insurance. The Program is not covered by SIPC.

Program Limitations

The amount of your Investment Account cash balances that are swept into Deposit Accounts may need to be limited if one or more Program Banks stop accepting deposits, become ineligible for the Program as described in this Disclosure Document, or for other exceptional circumstances. Generally, you will receive 30-day advance notification of any Program Bank being removed from the Program Bank List, and if advance notice is not practicable due to the circumstances, you will be notified as soon as is reasonably practicable. Please consult the following sections for further important information, as such action may affect the amount of your cash balances that are covered by FDIC insurance. You will find the most up-to-date Bank List by contacting your investment representative or by visiting <https://www.newedgecapitalgroup.com/brokerage-sweep/>. Additionally, refer to your Investment Account statement for account balances at each Program Bank. It is your obligation to monitor the Bank List and total amount of deposits in each Bank, including any Program Deposits and any Other Deposits at such Bank in order to determine the extent of FDIC insurance coverage available to you. Consult the following sections for further important information, as such action may affect the amount of your Program Deposits that are covered by FDIC insurance.

Money Market Mutual Fund Overflow

Certain events will result in the sweeping of cash balances into a money market mutual fund instead of Program Banks. This feature is called the Money Market Mutual Fund Overflow (“MMKT Overflow”). The events for sweeping of funds into the MMKT Overflow may include:

- If the Program does not have sufficient deposit capacity to accept new or maintain existing deposits, any balance that cannot be placed or maintained at a Program Bank(s), including Excess Deposit Banks, will then be swept into the MMKT Overflow.
- The sweep process between your Account, the Program Deposit Account and the MMKT Overflow is referred to together as the “Program” and may also be included in the definition of your “Core Account Investment Vehicle”. The Fidelity Government Money Market: “S” Class fund is the money market mutual fund that will be utilized for the MMKT Overflow (“MMKT Overflow Fund”).

Summary: Cash balances will sweep into the Program Banks as described above in the “How the Program Works” section. If, however, the Program Banks are unwilling or unable to accept funds, these funds will be swept to the MMKT Overflow rather than the Program Bank(s).

Your Program Deposit is also automatically “swept out of” a Program Deposit Account as necessary to satisfy debits in your Account. However, in the event you have cash balances in the MMKT Overflow, the cash balances will first be debited from the MMKT Overflow Fund, then from Program Banks.

Debits in your Eligible Accounts associated with certain actual or anticipated transactions to generate a debit in your Account during the business day will first be settled using proceeds from the redemption of any shares of the MMKT Overflow Fund, then withdrawal of Program Deposits that are swept out on such business day. Other debits will be settled using proceeds from redemption of any shares of the MMKT Overflow Fund first, then the withdrawal of Program Deposits that are swept out on the next business day.

If additional capacity becomes available at the Program Banks, any cash balances in the MMKT Overflow Fund will remain and will not automatically be transferred or rebalanced into newly open and/or available Program Banks. Other than being used to satisfy debits or withdrawals in the account, funds will remain in the MMKT Overflow.

Rate of Return for Cash Balances Held in the MMKT Overflow

In the event there is a cash balance held in the MMKT Overflow, the rate of return for a money market fund is typically shown for a seven-day period. It is typically expressed as an annual percentage rate. It is referred to as the “7-day yield” and may change at any time based on the performance of the investments held by the money market fund. The effective yield on a money market fund reflects the effect of compounding of interest over a one-year period.

In general, a money market mutual fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund may also realize capital gains from its investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions from a money market mutual fund consist primarily of dividends. A money market mutual fund normally declares dividends daily and pays them monthly. Funds held in the MMKT Overflow begin earning the dividend accruals on the day they are received by the MMKT Overflow Fund and stop accruing dividends on the day they are withdrawn. For additional information on returns of the MMKT Overflow Fund, see the fund’s prospectus.

Statements: The statement for your Account will (i) indicate your balance in your core account including your Program Deposit balance at each Program Bank and MMKT Overflow (if applicable) as of the last business day of each monthly statement period, (ii) detail sweeps to and from your core account during the statement period, and (iii) reflect the rate of return for the MMKT Overflow if applicable. This information is provided in lieu of separate confirmations.

Insurance: If funds are swept from a Program Deposit Account into the MMKT Overflow, such funds will no longer be eligible for FDIC insurance but will be subject to SIPC protection, up to certain limits as further described in the section titled “FDIC Insurance Coverage/SIPC Protection” above. More details about the MMKT Overflow Fund can be found in the MMKT Overflow Fund’s prospectus, which will be made available to you when applicable.

Rebalance Event: From time to time, and as part of the management of the Program, if additional deposit capacity becomes available, NFS, in collaboration with NewEdge may periodically sweep funds out of the MMKT Overflow and back to Banks on your Program Bank List to be held as a Program Deposit (a “Rebalance Event”). You will be notified in advance of any MMKT Overflow fund Rebalance Event. Notice will be provided to you in writing. In addition, the notice will inform you of approximately when such a Rebalance Event will be implemented. Continued use of your Investment Account and/or the Program after notice of a Rebalance Event will constitute your consent to such an event and the changes described therein.

The MMKT Overflow Fund is a money market mutual fund offered by Fidelity Management and Research Company (“FMR

Co.”), an affiliate of NFS. FMR Co. will receive management and other fees for assets held in the MMKT Overflow Fund, as more fully described in the fund’s prospectus.

C. FDIC Insurance Coverage In General

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

Your cash balance while held by NFS and/or NewEdge is not FDIC insured but is covered by SIPC. This includes amounts in the cash balances placed in your Investment Account that have not yet been received by a Program Bank, or which have been swept from a Program Bank back to your Investment Account or cash balances held in a Money Fund Overflow. SIPC currently protects these funds and securities up to \$500,000, including \$250,000 for claims for cash. Any securities held in your Investment Account including Money Funds (as opposed to a Program Deposit held by a Program Bank) are investment products, and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; and (iii) are subject to investment risk, including loss of principal amount invested.

For your Investment Account, the allocation of cash balances to Program Banks occurs at the Investment Account level and does not consider Other Deposits you have at the Program Banks. You are solely responsible for monitoring the total amount and insurable capacity of deposits both as part of and outside of the Program, including Other Deposits for the purpose of determining the FDIC insurance coverage for those deposits.

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

See “FDIC/SIPC Coverage” below for more detailed information on insurance coverage of Deposit Accounts and Investment Accounts.

III. PROGRAM BANKS

A. General Information About Program Banks

The Program Bank List specifies the Program Banks into which your funds will be deposited. The Program Bank List is available from your Financial Advisor or at <https://www.newedgecapitalgroup.com/brokerage-sweep/>. The Program Bank List indicates all the Banks in the Program, including those that serve as Excess Deposit Bank(s), which will be utilized for deposits after the Maximum Deposit Amount has been placed in all the Program Banks. You cannot select your Excess Deposit Bank. An Excess Deposit Bank would receive deposits up to the Maximum Deposit Amount just as any other Program Bank and, after deposits of the Maximum Deposit Amount have been made at all the other Banks on your Program Bank List, excess deposits would then be placed in your Excess Deposit Bank. If your Excess Deposit Bank has already received Program Deposits up to the Maximum Deposit Amount, any further deposits in that Bank would generally not be eligible for FDIC insurance coverage. **To the extent your deposits in your Excess Deposit Bank exceed the Maximum Applicable FDIC Deposit Insurance Amount, these excess funds are ineligible for FDIC insurance.**

You should review the Program Bank List carefully. You are responsible for monitoring the total amount of deposits that you have at each Bank for purposes of reviewing deposits which may be eligible for insurance by the FDIC. We and NFS do not

have any duty to monitor the core account investment vehicle for your account or make recommendations about, or changes to, the Program that might be beneficial to you. You should also regularly check <https://www.newedgecapitalgroup.com/brokerage-sweep/> for changes to the Program Bank List.

Your funds may be placed in Deposit Accounts at a depository institution that is in the mutual form of organization (“Mutual Depository Institution”). Such Deposit Accounts will be identified on the books of the mutual institution in the name of NFS and not in our name or your name. Neither we nor NFS will attend or vote at any meeting of the depositor members of a mutual institution or exercise any subscription rights in the event of a mutual institution’s mutual-to-stock conversion, either on our or NFS’ behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held Deposit Accounts as of an applicable record date.

If we or NFS receive from the Mutual Depository Institution notice of a meeting of depositor members of the Mutual Depository Institution or other materials or information relating to the Mutual Depository Institution’s mutual-to-stock conversion, we or NFS may, but are not required to, forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the Mutual Depository Institution, attend or vote at any meeting of the depositor members of the Mutual Depository Institution, or receive subscription rights in the event the Mutual Depository Institution converts from mutual to stock form, you must dismiss NFS as custodian before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution’s board of directors adopts a plan of conversion) and have your ownership of the Deposit Accounts recorded in your name directly on the books of the Mutual Depository Institution.

The amount of FDIC insurance in all Program Banks may be limited pursuant to the limitations explained in this Disclosure Document. In any event, all deposits in the Program are subject to all applicable FDIC qualification requirements and to the Program limitations described in this Disclosure Document.

B. Program Bank List

The SP Bank List sets forth the Program Banks in alphabetical order. The LFP Bank List indicates the sequence in which your cash balance will be deposited into the relevant Program Bank. Please contact your Financial Advisor or go to <https://www.newedgecapitalgroup.com/brokerage-sweep/> for a current Program Bank List, including for both SP and LFP.

C. Designating a Program Bank as Ineligible

You may not change the Program Banks on the Program Bank List, the allocation or order, as applicable, in which funds are deposited at the Program 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” of a Program Bank) to receive funds by contacting your investment representative. If you opt out of a Program Bank that is also an Excess Deposit Bank, you are also opting out of that Program Bank acting as an Excess Deposit Bank. Notwithstanding the foregoing, you cannot opt out of all Banks that serve as Excess Deposit Banks. All accounts must have at least one (1) Program Bank and at least one (1) Excess Deposit Bank, which may or may not be the same Bank as the minimum-required one (1) Program Bank.

When you designate a Program Bank that is not an Excess Deposit Bank as ineligible, such action will result in your current Program Deposits at such Program Bank being withdrawn and such funds (along with any new Program Deposits) being deposited into Deposit Accounts at another or the next, as applicable, available Program Bank on the Program Bank List on the next business day that a sweep is affected after such “opt out” instructions have been processed. No new funds will be deposited into this Program Bank that you have opted out of (i.e., designated as ineligible). If the Program Bank you designated as ineligible is also an Excess Deposit Bank, the same process will be followed; Excess Deposits, however, will be moved to a different Excess Deposit Bank only if there is available capacity at that other Excess Deposit Bank. If you designate one or more Program Banks as ineligible to receive funds, the total amount of FDIC insurance for which your cash balances will be eligible in the Program may be reduced. As noted above, participation in the Program requires at least one (1) Program Bank remaining eligible to always receive your deposit, and you cannot “opt out” of all Excess Deposit Banks.

D. Deposit Accounts

Your Program Deposits will generally be deposited into two linked bank accounts at one or more Program Banks: (1) an interest-bearing savings deposit account (commonly referred to as a Money Market Deposit Account or “MMDA” account) and (2) an interest-bearing Transaction account (which, if you are a for-profit organization, may be a demand deposit (“DDA”), or, if you are not a for-profit organization, may be a DDA or a Negotiable Order of Withdrawal (or “NOW” account) or collectively with the NOW account referred to as the “Transaction” account). You will receive the same interest rate on the funds in your MMDA account and in your Transaction account at each Bank. Your Investment Account statement will reflect the combined balances of the MMDA account and the Transaction account at each Program Bank.

Your Program Deposits will be deposited at the Program Bank into a transaction account and an MMDA account maintained by NFS for your benefit and the benefit of other customers of NewEdge and/or NFS that participate in the Program. A portion of your Program Deposit will be allocated to the transaction account, and a portion of your Program Deposit will be allocated to the MMDA account as described herein. From time to time, part of such 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 accounts at the Bank. As necessary to satisfy debits in your Investment Account (securities purchases, checking, debit card, etc.), funds will automatically be transferred from the MMDA account to the related Transaction account at the applicable Bank. Your Brokerage Account statement will reflect the combined balances of the MMDA account and the Transaction account at each Program Bank.

If there are insufficient funds in the Deposit Accounts to satisfy a debit, NFS will withdraw funds from other available sources as described in this Disclosure Document or in your account opening paperwork.

Federal banking regulations limit the transfers from MMDA accounts to a total of six (6) during a monthly statement cycle. At any point during a month in which transfers from MMDA accounts at a Bank have reached the applicable limit, all funds will be transferred from that MMDA account to the linked Transaction account at the Bank. For the remainder of the month, all deposits for that Bank will be made 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 account. Due to the linking of the Transaction and MMDA accounts as described above, the federal banking limits on MMDA account transfers will not effectively limit the number of withdrawals you can make from funds on deposit at a Program Bank.

The cash balances awaiting reinvestment in your Investment Account will be automatically swept from your Investment Account into your Deposit Accounts on the business day following the day your Investment Account reflects a cash balance. For purposes of this Program, business day generally means a day on which Banks participating in this Program are open for business. Available cash balances will not begin to earn interest or be eligible for FDIC insurance until swept into the Deposit Account(s) at the Program Bank(s). **As stated above, to the extent your deposits outside of the Program, in combination with Program Deposits, exceed the Maximum Applicable FDIC Deposit Insurance Amount at any Program Bank the amounts above such limits will NOT be eligible for FDIC insurance protection. Deposits at Program Banks are not eligible for SIPC coverage.** In the event of technology or service outages, or other events out of NFS’ reasonable control, sweeps into the Deposit Account(s) may be delayed, during which time cash balances will not earn interest or be eligible for FDIC insurance. However, during this time cash balances will be eligible for SIPC insurance.

Although your funds generally will be deposited in Deposit Accounts at the Banks, in rare circumstances, a Bank on the Program Bank List may be unable to accept your funds on a particular day or a Bank may be removed from the Program Bank List and not replaced. See the Section entitled “Changes” for options available to you resulting from a change in the Program Bank List. You should also regularly check <https://www.newedgecapitalgroup.com/brokerage-sweep/> for changes to the Program Bank List.

Deposit of funds may be allocated or reallocated to one or more Banks on the Program Bank List in any amount, subject to Maximum Deposit Amount. From time to time, a reallocation of Program Deposits may occur for reasons including but not limited to Program requirements, an elimination of a Bank or the temporary removal of a Bank from the Program, or the existence of deposits in excess of the Maximum Deposit Amount at any Bank.

E. Withdrawals and Credits - Access to Your Program Deposits

When funds are needed to cover transactions in your Investment Account generated by account activity occurring prior to NFS' nightly processing cycle, these debits will be settled using the following sources, in this order:

- any intra-day or after-hours free credit balances
- if applicable, proceeds from the sale of shares of the MMKT Overflow
- proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday)
- redemption proceeds in your Investment Account from the sale of any shares of a Fidelity money market mutual fund held in the account that aims to maintain a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
- if you have a margin account, any margin surplus available, which will increase your margin balance

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds from the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday).

For the SP, if a withdrawal of funds from your Deposit Accounts is necessary to satisfy a debit, funds will be withdrawn from your Transaction accounts at the Program Banks on the Program Bank List that have funds available to withdraw on the date of the withdrawal. For the LFP, funds will be withdrawn on a "last in, first out" basis, (beginning with the Bank designated to hold funds in excess of the Program Bank Limit, if applicable) and moving backward through the LFP Bank List up to the first Bank on the LFP Bank List.

Please review your applicable Customer Agreement for your Investment Accounts for important information regarding your unsatisfied obligations owed to us and/or NFS.

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

As required by federal banking regulations, each Program Bank has reserved the right to require seven (7) calendar days prior notice before permitting a withdrawal of any Program Deposits. So long as this right is not exercised, your ability to access funds, including the ability to write checks against your Investment Account, should not be impacted. Your interest in a Deposit Account is not transferable. Notwithstanding the foregoing, you will remain responsible for all obligations arising from your Investment Account, including, but not limited to, margin balances, settlement of transactions, checks, wires, and debit card purchases.

Credits to your Investment Account, including any Intra-day Free Credit Balance as well as any After-hours Free Credit Balance generated by activity occurring prior to NFS nightly processing cycle, are automatically swept into your core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in your Account as Program Deposits in anticipation of the deposit process described below occurring on the next business day.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in the BDSP at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as your cash balance. During the business day of the Morning Bank Sweep, your cash balance will be deposited at one or more Program Banks.

IV. INTEREST

A. Interest Rates for Deposit Account

The interest rate for your Deposit Accounts may be obtained from NewEdge, your Financial Advisor or by going to <https://www.newedgecapitalgroup.com/brokerage-sweep/>. Interest on your Program Deposit is accrued daily, compounded monthly and is reflected on your Investment Account statement as of the last business day of the statement period. Interest on your Program Deposit begins to accrue on the business day those funds are received by the Program Bank, which will typically be the business day following the day your Investment Account reflects a cash balance. Generally, interest will accrue to Deposit Account balances through the business day preceding the date of withdrawal from your Deposit Account at the Bank (which will typically be the day on which a withdrawal of funds is made from your Investment Account). Non-business days occurring between Investment Account withdrawal and Deposit Account withdrawal and deposit with a Bank will be included in the interest accrual. Interest amounts accrued on account balances for a given month less than \$.01 will not be paid to the account and do not carry over to subsequent months.

Your balances will earn the same rate of interest regardless of the Program Bank with which your funds are deposited. Interest on your Program Deposit will be paid by the Program Bank. See the Money Market Mutual Fund Overflow section above for the details on yields for MMKT Overflow balances.

Interest rates on most Deposit Accounts use a Tiered Structure in which the interest rate will vary based upon prevailing economic and business conditions. The interest rate applied to your Deposit Accounts in the Tiered Structure are based on its assigned tier, as determined by us, based upon the value of your Program Deposits. Assets in Eligible Accounts are currently evaluated on a daily basis and are not aggregated for the purpose of determining the applicable tiered rate. Interest rates, evaluation period and eligible assets may change at any time and may be based on a number of factors including general economic, market and business conditions. Outside of LFP, customers with assets in an Eligible Account of a greater value generally will receive higher interest rates on their Program Deposits than customers with assets in an Eligible Account of a lower value.

For the avoidance of doubt, the interest rates available through the SP and LFP will, in almost all cases, be lower than the rates available for other products, such as money market mutual funds, other types of bank accounts and other cash-equivalent type products. Program Banks have a financial incentive to pay rates as low as the general market will permit. There should be no expectation of a linkage between changes in prevailing interest rates (including changes in Federal Funds or other target rates) and the SP or LFP's interest rate. The programs are not intended as a long-term investment for cash holdings. It is intended only for cash awaiting reinvestment or use.

In the LFP, interest earned is not based on the Tiered Structure. Instead, interest will be calculated and paid based on a level fee structure as further described in the section of this Disclosure Document titled "Level Fee Program – ("LFP") (applicable to Advisory Retirement Accounts only)". For accounts held by business entities, including corporations, limited liability companies, partnerships, business trusts, and unincorporated associations, interest rates on Deposit Accounts will be based on its assigned tier, as determined by us, based upon the value of Program Deposits.

You will receive notification in advance of any changes to the interest rate tiers, monthly fees (for LFP) and if advance notice is not practicable due to the circumstances, you will be notified as soon as is reasonably practicable.

Over any given period, the interest rates on the Program Deposits may be lower than the rate of return on other core account investment vehicles which are non-FDIC insured or on bank account deposits offered outside of the Program. By comparison, Money Funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. The Program should not be viewed as a long-term investment option. If you desire, as part of an investment strategy or otherwise, to maintain a cash position in your account for other than a short period of time and/or are seeking the highest yields currently available in the market for your cash balances, please contact your Financial Advisor to discuss investment options that may be available outside of the Program that may be better suited to your goals. You should compare the terms, interest rates, required minimum amounts, and other features of the Program with other accounts and

investments.

B. Interest Credited to Your Deposit Account

While interest will generally be credited to your Deposit Accounts at period-end, intra-month interest credits to your Deposit Accounts would occur where you close your account intra-period. Intra-month interest credits will appear on your Investment Account statement to reflect interest accrued at that Bank through such intra-month event.

Adjustments made to your Investment 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 Deposit Accounts. 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, depending upon the interest rate tiering schedule, 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. See the “Money Market Mutual Fund Overflow” section above for details on yields for MMKT Overflow balances.

V. CHANGES

A. Changes to the Program Bank List

NewEdge and NFS reserve the right to make changes to the Program Bank List at any time. This may include the addition or removal of Program Banks. Generally, you will receive notification in advance of any change to the Program, Program Bank List, interest rate, tier, monthly per account fees, maximum amount of FDIC Insurance coverage for your deposits in the Program, etc. We may also notify you that a change will be forthcoming and direct you to your Financial Advisor or <https://www.newedgecapitalgroup.com/brokerage-sweep/> for specific information on such change. While we will endeavor to provide advance notice of changes, we may be unable to do so in some cases. We will provide you with notice of such changes as soon as is reasonably practicable. It is your obligation to monitor your accounts, your FDIC coverage and your FDIC insurance eligibility. Changes to the Program Bank List will be posted at <https://www.newedgecapitalgroup.com/brokerage-sweep/> and you should consult this site for the most up-to-date information about Bank eligibility for your deposits. Other changes to the Program may be posted to this site as well and you should direct any questions you may have to your Financial Advisor. If you do not agree to any changes, you should contact your Financial Advisor to discuss transferring your Investment Account to another provider. If you do not take any action in response to a change, you are deemed to consent to the change to the Program.

You will find the most up-to-date Bank List at <https://www.newedgecapitalgroup.com/brokerage-sweep/>, and you should consult this site for the most up-to-date information about Bank eligibility for your deposits. Additionally, refer to your Investment Account statement for Program Deposits at each Program Bank. It is your obligation to monitor your Investment Accounts, your FDIC coverage, your FDIC insurance eligibility, and the Program Bank List. You will also have an opportunity to “opt out of” deposits being placed at such Bank. As previously stated, “opting out” of a Bank will affect the amount of your deposits eligible for FDIC insurance. Contact your investment representative to “opt out” of any Bank. It is your sole obligation to monitor your FDIC coverage and FDIC insurance eligibility.

Generally, other than changes to the order of the Program Banks, if applicable, you will receive notification of any change to the Program Bank List, tiers used to set interest rates (if applicable), or material changes to the Program, etc. We may also notify you that a change will be forthcoming and direct you to your investment representative for specific information on such change or for the current Program Bank List. Generally, while we will endeavor to provide 30-day advance notice of such changes, certain circumstances may make that impossible, in which case we will notify you as soon as is reasonably practical. If you do not agree with any of the changes, you should contact your Financial Advisor to discuss alternatives, including transferring your Investment Account to another broker-dealer. If you do not take any action in response to a change, you are deemed to consent to the change to the Program.

Limitations on Deposits

The amount of your cash balances awaiting reinvestment that are swept into a Deposit Account may need to be limited if a Program Bank cannot accept deposits due to exceptional circumstances or if a Program Bank becomes ineligible for the Program. Please see the “Maximum Deposit Amount” section for additional information.

B. Changes to Your Core Account Investment Vehicle

From time to time, circumstances, such as described in this Disclosure Document, may require that we or NFS modify the Program, which may result in changing the core account investment vehicle for your Investment Account. 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. Generally, while we will endeavor to provide 30-day advance notice of such changes, certain circumstances may make that impossible, in which case we will notify you as soon as is reasonably practical. If circumstances require, we will transfer the balances from your prior core account investment vehicle into a new core account investment vehicle or leave your balances in the prior core account investment vehicle. If you object to the core account investment vehicle that we select, or, if at any time the Program does not meet your needs, including, but not limited to, due to any change in the Program, your Financial Advisor can assist you in transferring your Investment Account to another provider or another program.

If we need to change the core account investment vehicle available for your Investment Account under the circumstances set forth in this Disclosure Document, or for other circumstances as may be necessary, the replacement core account investment vehicle provided may receive a lower effective rate of return than is available on funds swept into a Deposit Account. We will attempt to make an alternative core account investment vehicle available for your Investment Account that provides a rate of return that is equal to or better than the rate of return you were receiving on your Program Deposit. We, however, cannot guarantee any rate of return, including a return that is equal to or greater than your current return. We will notify you, as soon as is reasonably practicable, if your cash balance is deposited into a core account investment vehicle other than the Program and additionally, if you will receive a lower effective rate of return.

C. Notices

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

VI. ACCOUNT INFORMATION

A. Statements and Confirmations

The statement for your Investment Account will: (i) indicate your beginning and ending Program Deposit balance at each Program Bank (and Excess Deposit Bank(s) as applicable) as of the last business day of each monthly statement period (however, if your Investment Account was established on the last business day of a month, your statement will not include a Bank Deposit Sweep Detail section); (ii) detail sweeps to and from the Program Deposit Accounts during the statement period; and (iii) reflect interest credited to your Investment Account. This information is provided in lieu of separate confirmations for each sweep to and from a Program Deposit Account during the statement period. Transfers between your MMDA accounts and Transaction accounts will not be reflected in your Investment Account statements.

You are solely responsible for monitoring the total amount of your deposits at a Program Bank (including any Program Deposit held at such Program Bank and all Other Deposits). In order to determine the extent of FDIC insurance coverage available, you should carefully review your statements to determine if a change in Program Banks has an impact on your deposit insurance coverage. See the “Money Market Mutual Fund Overflow” section above for information on how MMKT Overflow balance will display on your statement.

B. Tax Information

For most clients, with non-retirement account types, interest earned on deposits in the Deposit Accounts will be taxed as ordinary income in the year it is received. In those cases, a Form 1099 will be sent to you by NFS each year showing the amount of aggregate interest income you have earned on deposits in your Deposit Accounts. You should consult with your tax advisor about how the Program affects you.

VII. INFORMATION ABOUT YOUR RELATIONSHIP WITH NEWEDGE AND THE PROGRAM BANKS

A. Relationship with NewEdge and the Program Banks

As your agent, NFS is establishing Deposit Accounts at each Bank, depositing funds into the Deposit Accounts, withdrawing funds from Deposit Accounts and transferring funds between Deposit Accounts. Deposit Account ownership will be evidenced by a book entry on the account records of each Bank showing the Deposit Account as an agency account held by NFS for the benefit of you and other customers and by records maintained by NFS as your agent and custodian. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your Investment Account statements will reflect the balances in your Deposit Accounts at the Banks. You should retain the Investment Account statements for your records. Once established on your behalf, the Deposit Accounts are obligations solely of the Banks and not NewEdge, NFS or any other entity. You may, at any time, obtain information about your Deposit Accounts by contacting your Financial Advisor.

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

ESTABLISHING A DIRECT DEPOSITORY RELATIONSHIP IN YOUR NAME AT A BANK WILL SEPARATE THE DEPOSIT ACCOUNTS FROM YOUR INVESTMENT ACCOUNT. IF YOU ESTABLISH A DIRECT DEPOSITORY RELATIONSHIP WITH A BANK, THE DEPOSIT ACCOUNTS WILL NO LONGER BE PART OF YOUR INVESTMENT ACCOUNT AND WE AND NFS WILL HAVE NO FURTHER RESPONSIBILITY CONCERNING THE DEPOSIT ACCOUNTS.

B. Level Fee Program (“LFP”) (applicable to Advisory Retirement Accounts only)

We receive a level monthly fee for each Advisory Retirement Account that participates in the LFP. The amount of this fee is determined based on a fee schedule indexed to the Federal Fund Target Rate published by the Federal Reserve System (“FFT Rate”). Our per Investment Account monthly fee, as explained below, will be no less than \$0.10 and no more than \$41.25. It is generally anticipated that the fee we charge will be offset by the total amounts paid to us by the Program Banks. If we do not receive sufficient payments each month from the Program Banks, we reserve the right to debit your Advisory Retirement Account for the amount of any shortfall.

For its services under LFP, including making the platform available, the administrator of LFP (“Administrator”) charges a monthly fee. This fee will be paid from the amounts the Program Banks pay to NFS in respect of the aggregate program deposits and will vary from month-to-month. The Administrator’s fee consists of a fee, expressed in basis points, on the average daily LFP cash balances at the Program Banks. The Administrator’s actual fee is subject to adjustment as described below:

- a. For each month, the Administrator’s actual fee will be the amount that remains after deducting the interest paid to participating Advisory Retirement Accounts and the aggregate amount of our per account fee (discussed below) from the amounts paid by the Program Banks on Program Deposits (the “Administrator Actual Fee”). Thus, the Administrator Actual Fee will vary from time-to-time due to changes in the amounts paid by the Program Banks, the interest paid on deposits, and the aggregate amount of our per account fee.
- b. The Administrator Actual Fee will be compared to or measured against the Administrator’s annual targeted fee, which will be an asset-based fee expressed as a fixed number of basis points on the average daily

LFP cash deposits (“Administrator Target Fee”). If after the end of any month the cumulative net difference (positive or negative), on a rolling basis, between the amount actually received by the Administrator versus the Administrator Target Fee (“Cumulative Administrator Fee Difference”) reaches or exceeds a predetermined amount, the interest rates to be paid to participating Advisory Retirement Accounts will be appropriately adjusted by the Administrator, effective the next month, for the purpose of bringing the amounts actually received by the Administrator back in line with the Administrator Target Fee. The adjustment is determined by a formula and is intended to result in the Administrator’s compensation over time to closely approximate or equal the Administrator Target Fee; though you should understand that the Administrator’s actual fees will vary from month to month.

Accordingly, the Administrator may from month-to-month temporarily collect more, or less, than the Administrator Target Fee during certain periods, such as when necessary to help ensure that the amounts paid by the Program Banks during the period are sufficient to cover the applicable disclosed customer rates and the aggregate amount of our per Account fee (as described below) and other fees for the period. For example, under such circumstances, the Administrator will be entitled to increased fees in future periods to recover the difference with the goal of aligning its actual compensation with the Administrator Target Fee on the deposits. By participating in LFP, you authorize and direct the Administrator to deduct its fees for its services from the amounts paid by the Program Banks.

Using the LFP account fee schedule set forth below, the Administrator will determine the average monthly fee due to us.

As provided below, our LFP account fee schedule is indexed to the current FFT Rate published by the Federal Reserve System (as can be found online at <https://fred.stlouisfed.org/series/DFEDTARU>). Under the fee schedule, increases in the FFT Rate will result in increased compensation for us. We can change the applicable fee schedule upon 30 days advance notice to you upon notice to you and your consent. In this regard, you will be deemed to have consented to any changes to our fee if you do not contact us within 30 days of notice we provide to you of any change to our fee. Although it is generally anticipated that our fees under LFP will be offset by the amounts paid by the Program Banks, as discussed above, and you hereby direct the Administrator to collect such fees from the Program Banks and remit such amounts over to us, we reserve the right to withdraw the monthly account fee or a portion thereof in the event or to the extent that the amount received from the Program Banks and paid over to us by the Administrator for the period is less than our fee for the same period.

FFT Rate (bps)	Average Monthly Per Account Fee
Less than or equal to 25 basis points (bps)	\$0.10
Greater than 25 bps but less than 50 bps	\$0.50
Greater than 50 bps but less than 75 bps	\$1.00
Greater than 75 bps but less than 100 bps	\$2.75
Greater than 100 bps but less than 125 bps	\$4.50
Greater than 125 bps but less than 150 bps	\$6.25
Greater than 150 bps but less than 175 bps	\$8.00
Greater than 175 bps but less than 200 bps	\$9.75
Greater than 200 bps but less than 225 bps	\$11.50
Greater than 225 bps but less than 250 bps	\$13.25
Greater than 250 bps but less than 275 bps	\$15.00
Greater than 275 bps but less than 300 bps	\$16.75
Greater than 300 bps but less than 325 bps	\$18.50
Greater than 325 bps but less than 350 bps	\$20.25
Greater than 350 bps but less than 375 bps	\$22.00
Greater than 375 bps but less than 400 bps	\$23.75
Greater than 400 bps but less than 425 bps	\$25.50
Greater than 425 bps but less than 450 bps	\$27.25
Greater than 450 bps but less than 475 bps	\$29.00
Greater than 475 bps but less than 500 bps	\$30.75
Greater than 500 bps but less than 525 bps	\$32.50

Greater than 525 bps but less than 550 bps	\$34.25
Greater than 550 bps but less than 575 bps	\$36.00
Greater than 575 bps but less than 600 bps	\$37.75
Greater than 600 bps but less than 625 bps	\$39.50
Greater than 625 bps	\$41.25

The monthly per account fee will only be seen on your brokerage account statement if we debit your Advisory Retirement Account for the amount of any shortfall in the monthly per account fee from the Program Bank payments, as discussed above. Your Financial Advisor does not receive any of the fees received by us from the Program Banks.

The fees we receive from LFP may be greater than the fees we receive from other sweep investment options. The amounts paid to us and the Administrator reduce the interest rate paid to you on your cash deposits. You should understand that, depending on interest rates and other market factors, the yields on LFP have been, and may continue in the future to be, lower than the aggregate fees and expenses received by us for your participation in the Sweep Program. If you are participating in the Sweep Program through an Advisory Retirement Account, the fees that we receive from the Program Banks are in addition to the advisory fee that you pay your Financial Advisor. This means that we earn two layers of fees on the same cash balances in your Advisory Retirement Account. Therefore, we have an incentive to encourage you to participate in LFP.

Because the per account fee that we receive each month under LFP is a fixed dollar amount and does not vary by the actual amount of cash in a particular account, a conflict of interest exists between clients with larger cash balances and clients with smaller cash balances.

The types of fees and expenses of LFP are different from the fees and expenses that are incurred in Money Funds. Yields payable on Money Funds may exceed the interest customers receive from LFP. Further, although balances in SP do not pay management fees, distribution/service (12b-1) fees, or other expenses typically incurred by Money Funds, the balances in LFP bear other expenses: the interest paid on customer balances in LFP is net of, and reduced by, amounts paid to the broker-dealer, the custodian, and service providers. The broker-dealer will retain more of the revenue generated by LFP than is what is credited to customer accounts.

C. Benefits to NewEdge and Others

The Program creates financial benefits for us and/or our affiliates, NFS, the Program Banks and certain third party Program service providers. We will disclose on our list of Program Banks maintained at <https://www.newedgecapitalgroup.com/brokerage-sweep/> any Program Banks with which we are affiliated.

We and/or our affiliates, and NFS and certain third party Program service providers are paid a fee for administering the Program (collectively, the “Program Fee”). Except for the LFP described above, the fee we retain is equal to the average all-in interest paid by the Program Banks, less the interest payable to you, and less the fee payable to NFS. In this Program, the interest payable to you is equal to the current average interest rate paid by the Program Banks, multiplied by a percentage determined in accordance with the value of the assets in each Eligible Account, as set forth in the table below:

Eligible Asset Balance (<i>per account</i>)	Percentage of Average Interest Rate Paid by Program Banks Payable to You (<i>per account</i>)
\$0.01 - \$5,000.00	10%
\$5,000.01 - \$100,000.00	10%
\$100,000.01 - \$500,000.00	10%
\$500,000.01 - \$1,000,000.00	15%
\$1,000,000.01 - \$5,000,000.00	25%
\$5,000,000.01 - \$10,000,000.00	40%
\$10,000,000.01 and above	55%

The current interest rate payable to you is listed at <https://www.newedgecapitalgroup.com/brokerage-sweep/>.

As of the date of this Disclosure Document, the fee payable to NFS is equal to 0.25% of assets in each Eligible Account on an annual basis. We will reduce our fee to the extent necessary to ensure that the Program Fees that we and NFS (and any third party service provider) earn will be a maximum of the FFT Rate (as can be found online at <https://fred.stlouisfed.org/series/DFEDTARU>) plus 0.25% as determined by the total deposit balances at all of the Program Banks over a 12 month rolling period. Although the fee varies from Program Bank to Program Bank, the Program pools all fees in an effort to treat clients equally, regardless of which individual Program Banks clients' funds may be deposited. We may share a portion of our fee with your Financial Advisor. From time to time, if the maximum fee amount as described above increases, you will receive notification of any such change.

In addition to the Program Fees referenced above, your Investment Account generally may be charged additional fees that apply to securities accounts maintained by us.

Cash balances in the Programs are also included in the value of account assets used to calculate the management fees and other asset-based fees that our affiliates charge to your non-retirement advisory accounts. This means that our advisory affiliate earns an advisory fee and NewEdge earns a BDSP fees on the same cash balances in your advisory account.

Should you have any questions regarding the Program Banks, current interest rates or our compensation, please refer to <https://www.newedgecapitalgroup.com/brokerage-sweep/> or direct any questions you may have to your Financial Advisor.

The Program Banks use Program Deposits to fund current and new lending and for investment activities. The Program Banks earn net income from the difference between the interest they pay on Program Deposits and the fees paid to us and the income they earn on loans, investments and other assets. As noted above, the Program Banks may pay rates of interest on Program Deposits that are lower than prevailing market interest rates that may have been paid on accounts otherwise opened directly with such Program Bank. 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 linkage between bank rates of interest and the highest rates available in the market, including any Money Fund rates. By comparison, a Money Fund generally seeks to achieve the highest rate of return (less fees and expenses) consistent with the Money Fund's investment objective, which can be found in the fund's prospectus.

The revenue generated by us may be greater than revenues generated by sweep options at other brokerage firms, and may be greater than other core account investment vehicles currently available to you or possible core account investment vehicles 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 than other available sweep options, if any. We and/or NFS may also benefit from the possession and temporary investment of cash balances prior to the deposit of such balances in the Program. NFS also will receive revenue from cash balances held in a Money Market Mutual Fund Overflow.

D. Sharing of Your Information with Banks

NFS may provide the Banks and their regulators, (including, but not limited to, the FDIC) used in the Bank Deposit Sweep Program with information related to our customers and any individual authorized by a customer to trade in his/her Investment Account pursuant to agreement between NFS and the Banks. If provided, the information could consist of the name, address (including city, state, postal code, and, if applicable, foreign country), date of birth, either social security number or taxpayer identification number and any other information as necessary or requested by the Banks.

E. Questions/Comments Regarding this Program

You may contact your Financial Advisor to determine the current interest rate on the Deposit Accounts for each Interest Rate Tier, or for current yields on Money Funds. You may also access <https://www.newedgecapitalgroup.com/brokerage-sweep/> to determine the current interest rate on the Deposit Accounts for each Interest Rate Tier.

The material in this document is intended for informational purposes. If there is any conflict between the descriptions in this document and the terms of your account agreement, solely as it relates to the subject matter of this Disclosure Document, this document will control.

VIII. FDIC/SIPC Coverage¹

A. FDIC Deposit Insurance

FDIC deposit insurance coverage maximum per insurable ownership capacity (the “Standard Maximum Deposit Insurance Amount” or “SMDIA”) is \$250,000 per depositor in any Bank. The Deposit Accounts are eligible for insurance by the FDIC, an independent agency of the U.S. government, up to a maximum amount of \$250,000 (including principal and accrued interest) when aggregated with all Other Deposits, including other bank accounts, CDs and deposits held through us or through other brokers, held by you in the same insurable capacity at a Bank (e.g., individual, business, joint, etc.) and \$250,000 for certain individual retirement accounts, in each case such deposits may be insured for greater or lesser amounts as may be approved by the FDIC from time to time. Your funds become eligible for deposit insurance immediately when a Bank accepts your deposits into Deposit Accounts. For your Investment Account, the allocation of cash balances to Program Banks occurs at the Investment Account level and does not consider whether you have Other Deposits. To the extent that your deposits at a Program Bank in one ownership capacity, either through the Program or otherwise, exceed the FDIC insurance limits applicable to that ownership capacity, deposits in excess of the limits will not be insured. Any balance held in the MMKT Overflow also is covered by SIPC, up to applicable SIPC limits. You are solely responsible for monitoring the amount of your total deposits held at a particular Bank. For more information on deposit insurance for specific ownership capacity types, such as individual, joint, business, individual retirement, or trust, please refer to the FDIC website at <https://www.fdic.gov/resources/deposit-insurance>.

In the event a Bank fails, the Deposit Accounts at that Bank are insured up to the \$250,000 limit, or such other limit, as applicable, for principal and interest accrued to the day the Bank is closed. Neither we nor NFS is responsible for any insured or uninsured portion of a Deposit Account. You are solely responsible for monitoring the total amount of deposits that you have with each Bank in order to determine the extent of deposit insurance coverage available to you. Depending on the amount of deposits that you have at a Bank apart from the Deposit Accounts, you may wish to direct that the Bank be excluded from the Program Bank List applicable to your Investment Account. All funds that are not insured by the FDIC are at a risk of loss in the event of a bank failure.

Under certain circumstances, if you become the owner of deposits at a Bank because another depositor dies, beginning six months after the death of the depositor, the FDIC will aggregate those deposits for purposes of the \$250,000 limit or such other applicable limit, as applicable, with any Other Deposits including bank accounts, CDs, other brokerage accounts (including other Investment Accounts held with NFS), and deposits held through other brokers, that you own in the same insurable capacity at the Bank. Subject to Program limits, examples of accounts that may be subject to this FDIC policy include joint accounts, and certain trust accounts including transfer upon or payable on death accounts. The FDIC provides the six-month “grace period” to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you through NFS. There is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and NFS before insurance payments

¹ The information contained in this section regarding FDIC deposit insurance and the applicable limits are subject to the limitations described throughout this document and as specifically noted in the section entitled “Maximum Deposits” and “Program Limitations” under Section II. B. “How the Program Works” of this document.

are made. For example, if you hold deposits as trustee or in other fiduciary capacities for beneficiaries, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Deposit Accounts or other deposits at the 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 acquiror until (i) the maturity date of the certificates of deposit or other time deposits which were assumed, or (ii) with respect to deposits which are not time deposits, the expiration of a six month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same capacity for purposes of federal deposit insurance. Any deposit opened at the acquiror after the acquisition will be aggregated with deposits established with the acquiror for purposes of federal deposit insurance.

B. Questions about FDIC Deposit Insurance Coverage

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

C. SIPC Coverage

Your cash balance awaiting reinvestment is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your cash balance while held by NFS and/or us is not FDIC insured, but is covered by SIPC, up to applicable SIPC limits. This includes amounts in the cash balances placed in your Investment Account that have not yet been received by the Program Bank or which have been swept from the Program Bank back to your Investment Account. SIPC currently protects these funds and securities up to \$500,000, including \$250,000 for claims for cash. NFS also has arranged for coverage above these limits. SIPC coverage does not cover fluctuations in the market value of your investments. Any securities held in your Investment Account (as opposed to the Program Deposit held by a Program Bank) are investment products, and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; and (iii) are subject to investment risk, including loss of principal amount invested.

If, due to Program limitations, your cash balance is placed into a core account investment vehicle other than the Program, your cash balance will not be eligible for FDIC insurance but may be protected by SIPC in accordance with applicable legal requirements and limitations.

SIPC is a non-profit membership corporation created by the Securities Investor Protection Act of 1970, funded primarily by its member securities brokerage firms registered with the U.S. Securities and Exchange Commission. SIPC provides protection against custodial risk to clients of securities brokerage firms, like NFS, in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the loss of your investment. Nor does SIPC protection ensure the quality of investments or protect against a decline or fluctuations in the value of your investment. SIPC protects each client's securities and cash held in a client's Investment Account at an insolvent brokerage firm. SIPC protects against the loss of customer securities and cash up to a total of \$500,000 (of which up to \$250,000 may be cash) per customer in each separate capacity under SIPC rules. Money Fund Shares are securities for purposes of SIPC coverage. **The Deposit Accounts are not eligible for SIPC coverage.**

If you have questions about SIPC coverage and additional SIPC-like coverage, please contact your Financial Advisor. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at www.sipc.org.

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