

Premier Trust

Sweep Program Disclosure Document

Effective 4/1/24

Premier Trust, Inc. (referred to as "**Premier**", "**we**", "**our**", or "**us**") provides access to a cash sweep program for funds held in, or on behalf of, trusts or accounts ("**Accounts**") for which Premier is a trustee, fiduciary, custodian or agent. Specifically, available cash held in enrolled Accounts is automatically swept into bank deposit accounts eligible for insurance by the Federal Deposit Insurance Corporation ("**FDIC**"), subject to applicable limits and restrictions, through the FDIC Sweep Program (hereafter, the "**Program**") described herein.

The Program is a multi-bank arrangement under which otherwise uninvested Account cash balances is automatically swept and deposited into FDIC-insurance eligible deposit accounts ("**Deposit Accounts**") of Program Banks specified on the Program Bank List discussed below (the "**Program Bank List**"), which are unaffiliated with Premier. Accounts earn interest on such deposits. Interest rates can change daily. The Program is administered by a third-party Administrator (the "**Program Administrator**") selected by Premier (or its affiliate). All amounts swept pursuant to the Program will be settled through a deposit account (the "**Settlement Account**") at a Settlement Bank (the "**Settlement Bank**"). Northern Trust acts as the Settlement Bank.

Premier may, in its sole discretion, modify or terminate an Account's use of the Deposit Accounts or the Program as a sweep option. Information regarding the Program will be posted at www.premiertrust.com. The fees Premier receives in connection with the Program creates a conflict of interest and incentive to offer, designate and use the Program as the cash sweep option for Accounts.

Note that, while Premier will endeavor to provide advance notice of changes to the Program (including, by publishing such notices on the website), it may be unable to do so in some cases, in which case it will provide notice of the changes as soon as reasonably practicable.

As discussed below, Premier and our affiliates receive significant financial benefits from the use of the Program.

The Program is not a long-term investment option for cash. For maintenance of a cash position for other than a short period of time and/or for those seeking higher yields for cash balances, contact Premier or your investment fiduciary.

How the Program Works for Enrolled Accounts

Premier, as your agent, will deposit the available Account cash allocated to the Program to Deposit Accounts in one or more Program (or Excess) Banks on the Program Bank List assigned to the Account; Program Banks up to a deposit limit of \$246,500 (the "**Deposit Limit**") (\$493,000 for joint accounts of two or more).

- **Program Bank Deposit Limits.** Funds will be swept to Deposit Accounts at a Program Bank up to the Deposit Limit. Funds in excess of the Deposit Limit will be swept to an alternate Program Bank on the Program Bank List.
- **Excess Bank.** Once the Deposit Limit has been reached in all Program Banks on the Program Bank List, any additional funds be swept to an "**Excess Bank**" that will accept Account cash without limit and without regard to the applicable federal deposit insurance limit. The Program does not provide for FDIC insurance on Excess Bank deposits that exceed the maximum applicable deposit insurance amount. The identity of the Excess Bank can be found on the Program Bank List. There may be more than one Excess Bank. Customers cannot select which of the Program Banks receive excess deposits of the Account's cash.

As cash will be swept into Deposit Accounts at available Program Banks under the Program, cash will be eligible for up to \$10 million (\$20 million for joint accounts of two or more). in deposit insurance coverage by the FDIC, subject to applicable limitations. This cumulative amount of \$10 million per ownership category can be reduced if there is a direction to opt-out of one or more Program Banks with respect to an Account, as provided below, or Program Bank capacity is limited or otherwise unavailable. Deposits maintained in the same ownership category with a Program (or Excess) Bank outside of the Program that also holds cash in a Deposit Account (for example, a checking or savings account or a certificate of deposit) will be aggregated with Program balances held at the same bank and in the same ownership category for purposes of calculating the maximum applicable FDIC insurance amount available. Neither Premier (including its affiliate) nor the Program Administrator are responsible for tracking or otherwise considering deposits held with a Program (or Excess) Bank outside of the Account's Program Deposits.

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- **Deposits.** Each business day, Premier, as agent for an Account, sweeps available, uninvested cash held in the Account by Premier into Deposit Accounts at one or more Program Banks. Funds deposited in an Account after the daily applicable sweep cutoff time will be swept on the next business day. Cash balances being swept will first settle in the Settlement Account and then be transferred to participating Program Banks into Deposit Accounts eligible for insurance by the FDIC, subject to applicable limits. Once cash has been deposited at a Program (or Excess) Bank, it is referred to as a **"Program Deposit."**
- **Withdrawals.** Premier, as agent for an Account, may direct the withdrawal of funds from the Program to meet ongoing trust disbursement, investment, or other Account operational needs. Funds will be withdrawn from the Program as necessary to satisfy such demands. Withdrawals requested after an applicable cutoff time will be processed the next business day and be subject to terms and conditions of the deposit arrangements with the applicable Program Bank(s). Amounts transferred from a Program (or Excess) Bank will first settle in the Settlement Account and then be transferred to the Account.

In the event a Program Bank fails, the Deposit Accounts at that Program Bank are insured, up to applicable FDIC limits, for principal and interest accrued to the day the bank is closed. **Program Deposits are not obligations of Premier (or its affiliates) and if a Program Bank holding deposits in the Sweep Program fails, the Account's sole remedy is recovery, if insured, of deposit amounts through the FDIC insurance fund.**

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to the Account's owner when made available by the FDIC. There is no specific time period during which the FDIC must make insurance payments available, and Premier is under no obligation to credit an Account with cash in advance of payments received from the FDIC. Furthermore, certain documentation may need to be provided to the FDIC and Premier before insurance payments are made. For example, if deposits are held as trustee for the benefit of trust beneficiaries, the trustee, other trust fiduciary or beneficiaries may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If Deposit Accounts or other deposits at the Program Bank are assumed by another bank pursuant to a merger or consolidation, such deposits will generally continue to be insured separately, up to the FDIC insurance coverage limits, from deposits established with the acquiring bank until (i) the maturity date of any time deposits (including certificates of deposit) that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with existing deposits with the acquiring bank held in the same capacity for purposes of FDIC insurance coverage. Any deposit opened at the acquiring bank after the acquisition will be aggregated with deposits established with the acquiring bank for purposes of FDIC insurance coverage.

- *Questions about FDIC Deposit Insurance Coverage.* **This is not intended to be a complete and accurate summary of FDIC deposit insurance requirements applicable to different types of deposit accounts.** Seek advice from your own attorney or adviser concerning FDIC insurance coverage of deposits held in more than one insurable capacity. Further information may be obtained by contacting the FDIC, Deposit Insurance Outreach, Division of Depositor and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), by visiting the FDIC website at www.fdic.gov/deposit/index.html, or by e-mail using the FDIC's On-line Customer Assistance Form available on its website.

Premier (including its affiliates), the Settlement Bank, and the Program Administrator do not monitor balances held outside the Program and are not responsible for any insured or uninsured portion of deposits held through the Program or other deposits. Program Banks can be "opted out" and designated as ineligible from receiving Program Deposits with respect to an Account. After Premier, the Settlement Bank, and/or the Program Administrator have had a reasonable opportunity to act on an opt-out instruction, that Program Bank will not receive any of the Account's deposits through the Program, and any deposits already allocated to that Program Bank will be reallocated amongst the remaining eligible Program Banks on the Program Bank List, including an Excess Bank as applicable. Opting out of one or more Program Banks will reduce the aggregate FDIC deposit insurance an Account may be otherwise eligible for under the Program.

The **"Program Bank List"** specifies the Program Banks participating in the Program into which Account funds may be deposited. The current list (and any changes to a previous list) is posted at www.premiertrust.com or contact Premier to obtain this information. The website contains the most up-to-date information about Program Bank eligibility for Account deposits. The Program Bank List should be periodically reviewed to monitor the amount of deposits at each Program Bank and to determine available FDIC insurance coverage.

- **Allocations to Program Banks.** Certain "Priority Bank(s)" on the Program Bank List receive preferential ordering in the deposit/withdrawal allocation sequence ahead of other Program Banks. This is because the "Priority Banks" have

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agreed to accept Program Deposits up to specified amounts for a specific period of time, or because the "Priority Bank" has agreed to pay additional compensation to Premier (or its affiliates) to receive preferential ordering in the allocation sequence ahead of other Program Banks. With the exception of any "Priority Banks," the Program Administrator uses a proprietary algorithm that allocates deposits to each Program Bank based upon a minimum, maximum and target balance set by each Program Bank. A "pro rata" nondiscretionary methodology determines the sequence of allocating deposits and withdrawals by the percentage that each Program Bank omnibus account balance is away from the bank target balance. In general, Program Banks with smaller percentages of their targets are allocated deposits before Program Banks with higher percentages of their target are allocated deposits.

The Program Bank List may only be changed by Premier (or its affiliate). However, one or more Program Banks may be designated as ineligible (i.e., opt out) to receive an Account's funds. This will result in the Account's funds being deposited into deposit accounts at another Program (or Excess) Bank on the Program Bank List. **Program Banks designated as ineligible can still serve as an Excess Bank.** Please contact Premier with any questions about designating a Program Bank as ineligible under the Program.

- **Interest Rates.** Program Deposits will earn the same rate of interest on all Deposit Accounts regardless of the Program Banks to which Program funds are allocated. The interest rate for an Account is based on Program Deposits in accordance with interest rate tiers. . **Current interest rate tiers are available at www.premiertrust.com or by contacting Premier.** Interest rates may change daily and will be available on the business day the rates are set. Interest will accrue on Deposit Account balances from the day cash is deposited into the Deposit Accounts at a bank through the business day preceding the date of withdrawal from the Deposit Accounts at the Program Bank. Interest will be compounded daily and credited monthly. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable interest rate. The Settlement Bank does not pay interest on amounts held in the Settlement Account under the Program. Interest rates Accounts receive through the Program will be lower than the total amounts paid by the banks on Program Deposits (which includes the compensation and fees paid to Premier, the Program Administrator and the Settlement Bank) and will likely be lower than the rate of return on other cash-equivalent investments available outside of the Program.
- **Tax Reporting.** For applicable Account types, interest earned from a Program Deposit will be taxed as ordinary income in the year it is received, and a Form 1099 (or equivalent report) will be sent showing the amount of such income earned on the Account. This information is not legal or tax advice.

Relationship with Premier and the Banks

Premier is acting as an agent for an Account in establishing Program Deposit Accounts, sweeping Account cash into the Program, and withdrawing cash from the Program. No evidence of ownership of Program Deposits, such as a passbook or certificate, will be issued. Account owners and beneficiaries do not have a direct relationship with any Program (or Excess) Bank through the Program. No separate bank statements of Deposit Accounts will be provided. Transactions related to the Program must be directed by Premier as agent. Program Banks will not accept instructions from or provide information to Account owners (or beneficiaries) about Program Deposits. Information about Program Deposits can be obtained by contacting Premier.

Program Deposits are held on an omnibus basis at Program Banks, with records of the beneficial ownership of the amounts in each Deposit Account maintained in a manner intended to comply with applicable FDIC regulations governing "pass-through" deposit insurance.

- Under such FDIC regulations, FDIC deposit insurance coverage is deemed to "pass-through" to the beneficial owners of the deposits held in Deposit Accounts subject to limitations on FDIC insurance.

Each Deposit Account constitutes an obligation of the Program (or Excess) Bank and is not, directly or indirectly, an obligation of Premier or its affiliates. Premier (including its affiliates) does not guarantee the financial condition of any Program (or Excess) Bank.

- **Settlement Bank.** The Settlement Bank, acting as agent, effects deposits and withdrawals with the Program Banks. Program Account deposits and withdrawals will be settled through the Settlement Account. Although cash will be temporarily held in the Settlement Account, it is generally anticipated that there will not be any cash on deposit in the Settlement Account overnight. Nevertheless, in the event of the failure of a Settlement Bank, there could be a circumstance in which an Account has a deposit with a Settlement Bank at the time it is closed. In such a case, cash that is held in the Settlement Account at that time will be eligible for FDIC insurance up to applicable limits.
- **Sharing of Information.** Premier (or its affiliates) may provide participating banks and their regulators (including but not

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limited to the FDIC) with information related to an Account and any individual authorized to act on an Account in the Program. 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 Program Banks and/or their regulators, (including but not limited to the FDIC).

- **Capacity of Program Banks.** The ability to place funds in Program Accounts depends on the willingness of participating Program Banks to accept deposits. In certain unusual economic or financial conditions, the Program Banks may not be willing or able to accept deposit of amounts intended for the Program. In such an instance, Premier will implement alternative procedures, expected to include, but not be limited to: investment through Premier's omnibus account held through our affiliate Triad Advisors LLC ("Triad"), which is a broker-dealer that introduces accounts to an unaffiliated clearing broker, National Financial Services LLC, or reducing the maximum cumulative Program insurance amount of \$10 million (assuming you have not opted to exclude any Program Bank from receiving your Program Deposits as described above) of FDIC insurance per ownership category. Cash held through an account at Triad Advisors LLC may be invested, for the Account's benefit, in one or more money market mutual funds made available from time-to-time by Triad.

Premier or a participating Program (or Excess) Bank, in its sole discretion, may close Deposit Accounts at any time. If a Deposit Account is closed or the Account owner chooses a direct depository relationship with the bank may be established, subject to the bank's rules with respect to maintaining deposit accounts. There is no guarantee that the bank will agree to open such direct relationship with an Account or Account owner.

- If a direct depository relationship is established with a Program (or Excess) Bank, the Program terms will not apply to such relationship. Accordingly, Premier will have no further responsibility to such direct relationship under these Program terms.
- If no direct depository relationship with the bank is established when the Deposit Account is closed, the Program Deposit will be transferred to another available Program (or Excess) Bank.

Benefits to Premier/Program Administrator and Conflicts of Interest

Premier (and its affiliates) is responsible for establishing its compensation under the Program. Premier (including its affiliates), the Program Administrator, and the Settlement Bank receive compensation from the Program (and Excess) Banks in connection with maintaining the Program (the "**Program Fee**"). Each Program (and Excess) Bank will pay a fee equal to a percentage of the average daily deposit balance in each Program Deposit. Such fees differ among the participating banks depending on the interest rate environment and/or capacity and other business terms.

- The **Cash Review Committee** determines, in its sole discretion, the portion of the Program Fee attributable to Premier per bank, which after payments of such amounts (and deduction of fees payable to the Program Administrator and Settlement Bank) results in the amounts remaining to pay Account interest. The members of the Cash Review Committee are individuals who are employees and officers of Premier (or its affiliates). When setting Program Fees, these individuals act on behalf of Premier (and its affiliates) and consider the Program in connection with Premier's service to its customers and risks to Premier. This committee structure results in a conflict of interest because individuals who are authorized to act on behalf of Premier (and its affiliates) and serve a dual role of overseeing the Program and impact to Premier and its customers while also working to maximize the Program's benefits to Premier (and its affiliates).

The Program Fee received by Premier (and its affiliates) is not based on Premier's costs in connection with maintaining the Program and is in addition to other compensation received by Premier (and its affiliates) with respect to the Account, including trustee, custody, asset management and other administrative and transaction-based fees. Premier seeks to receive a Program Fee that maximizes Premier's revenues while resulting in an interest rate that is generally competitive with programs offered by other financial institutions.

The portion of the Program Fee received by Premier (and its affiliates) may be up to a maximum of 600 basis points (6.0%) per year, on the average daily Program Deposit balances at all of the banks over a 12-month rolling period. Premier also pays the Settlement Bank for the banking services it provides. The amount of the Program Fee paid to Premier and the fees paid to the Program Administrator reduce the interest rate paid to Accounts by the banks on Program Deposits. Premier generally receives the majority of the amount paid by the banks with respect to Program Deposits. Depending on prevailing interest rates and other factors, the interest paid to an Account on Program Deposits may be lower than the aggregate fees received by Premier for an

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Account's participation in the Program. Premier has discretion over the amount of its Program Fee, and Premier reserves the right to modify the Program Fee it receives from the Program (and Excess) Banks. This discretion in setting the Program Fee creates a conflict of interest on the part of Premier; the greater the Program Fee Premier (and its affiliates) receives, the lower the interest rates received by Accounts for cash allocated to the Program. The interest rate paid on Program Deposits is determined by the Program (and Excess) Banks in consultation with Premier. For more specific information regarding the compensation that Premier (and its affiliates) earn, see www.premiertrust.com.

The compensation that Premier receives from the Program is in addition to the Account's trustee, custodial or other fee(s) that is paid to Premier. Premier (and its affiliates) receives significant benefits from an Account's use of the Program. In Premier's discretion, Program Fees may be reduced or waived and the amount of the reductions may vary between customers.

- **IRAs.** Applicable law governing retirement accounts, such as individual retirement accounts under the Internal Revenue Code, necessitates that interest rates paid by the banks for deposits in the Deposit Accounts, Premier's Program Fee, and other service fees were negotiated at arm's length, and are believed to be fair and reasonable. In the case of an IRA, the IRA owner agrees and directs that all revenue received by Premier (and its affiliates) in connection with amounts in the Program is considered additional compensation to Premier (and affiliates) for their services related to the Account and that total compensation to Premier (and affiliates) is reasonable and in the best interest of the Account.

The greater the amount of Program Deposits held and the longer such deposits are held, the greater the compensation Premier and the Program Administrator receive. Different banks participating in the Program pay different all-in funding rates (and are subject to different contractual requirements), creating an incentive for the Premier and Program Administrator to direct Program Deposits to banks that result in Premier and the Program Administrator receiving greater compensation. Premier expects the portion of the Program Fee it receives to be at a higher rate than fees it would receive from other sweep options. This is a conflict of interest for Premier in that Premier expects to receive greater compensation on the Account's Program Deposits than it would on equivalent amounts held in other available investments. This conflict influences Premier to require use of the Program.

Banks participating in the Program do not have a duty to provide Accounts with the highest interest rates available and will instead seek to pay a lower rate. Banks have the financial incentive to pay all-in funding rates as low as the market will permit. There is no necessary linkage between rates of interest paid by Program Banks and the highest rates available in the market or changes in funding rates (i.e., Fed Funds Rate). The Program Banks generally use Program Deposits to fund their lending and investment activities. The Program Banks earn net income from the difference between the interest they pay on Program Deposits (including the fees paid to Premier, the Program Administrator, and the Settlement Bank) and the income they earn on loans, investments and other assets and parts of their operations as a bank. The Program Banks generally agree to pay at different rates of all-in amounts (which include interest to the Account and the Program Fee) for Program Deposits, but Accounts receive the same rates of interest according to the interest rate tiers regardless of Program Bank where Program Deposits are held. That differential benefits Premier. The amount of interest and fees the banks are willing to pay varies, and is expected to continue to vary, from participating bank to bank. This creates a conflict for Premier when selecting participating banks in that it incentivizes Premier (and the Program Administrator) to select and allocate Program Deposits to banks that pay higher rates. The interest rates paid with respect to the Deposit Accounts at a Program (or Excess) Bank will likely be lower, and in some market conditions, much lower, than the interest rates available to depositors making deposits directly with the same bank or other depository institutions in comparable accounts or similar types of investment products.

FDIC Insurance

The statutory FDIC insurance limit applicable to each insurable capacity (the "**Maximum Applicable Deposit Insurance Amount**") is currently \$250,000 for each account owned in the same right and capacity or ownership category in any insured bank. Deposits held in different ownership categories, as provided in FDIC rules, are insured separately. 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), per depositor when aggregated with all other deposits, including other bank accounts, CDs, and deposits held in the same insurable capacity at a Program Bank (e.g., corporate, individual, joint, etc.), and \$250,000 for certain individual retirement accounts, in each case such FDIC insurance may be for such greater or lesser amount as may be approved by the FDIC from time to time.

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, and are insured up to \$250,000 in the aggregate.

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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 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 interests in other Joint Accounts at the same Bank. 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 per Bank.

Individual Retirement Accounts. Individual retirement accounts as described in the Internal Revenue Code Sections 408(a) and 408A are insured up to \$250,000 per depositor. Each person's deposits in self-directed retirement accounts at the same Bank are added together and insured up to \$250,000, separately from any retirement accounts that are not self-directed and any non-retirement accounts.

[EFFECTIVE 4/1/24] *Trust Accounts.* Funds in an account established pursuant to an irrevocable or revocable trust agreement created by the same grantor (as determined under applicable state law), will be insured for up to \$250,000 for the interest of each of the trust's beneficiaries, not to exceed five trust beneficiaries. This provides for a maximum amount of deposit insurance of \$1,250,000 per deposit owner for each Trust account per Program Bank.

For More Information

Information regarding the Program, including the Program Bank List and interest rates, will be posted at www.premiertrust.com. Consult this site for the most up-to-date information about the Program.

