

## CASH SUPPLEMENT TO HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT: FEDERALLY INSURED CASH (FURTHER, CAREFIRST)

This Cash Supplement (the “Cash Supplement”) to the Health Savings Account Custodial Agreement (the “Agreement”) establishes the instructions and procedures by which Custodian will place the funds that Member (“you”) allocates to the Member’s Cash Account (as defined below). This Cash Supplement should be read in conjunction with the Health Savings Account Custodial Agreement (the “Custodial Agreement”) between you and HealthEquity, Inc., as custodian (“Custodian”), a copy of which is available at [https://learn-carefirst.hellofurther.com/HSA\\_Custodial\\_Agreement](https://learn-carefirst.hellofurther.com/HSA_Custodial_Agreement). Capitalized terms used in this Cash Supplement, but not defined herein, have the meanings set forth in the Agreement. This Cash Supplement applies only for Accounts that are administered through the Further account portal.

The following instructions are standing instructions and will remain in effect until rescinded or superseded by new written instructions that are documented and agreed upon by Member and Custodian pursuant to the provisions herein. Please review this Cash Supplement carefully. Participation in the Cash Placement Program described in this Cash Supplement (the “Further Bank Deposit Program”) is voluntary. You make the decision to use the Further Bank Deposit Program when you open an Account (directly with Custodian, through your employer, health insurance company or other entity, or as a result of a transfer from another custodian), maintain your Account, and/or elect to switch to the Further Bank Deposit Program from another asset deployment option. You are not required to use the Further Bank Deposit Program or to maintain assets of your Account at any Eligible Institution. Custodian has not advised you with respect to the decision to use the Further Bank Deposit Program, and you should not rely on any communication from Custodian in making your decision. If at any time you do not wish to participate in the Further Bank Deposit Program, review your account portal or contact Further for information on other asset deployment options available to you, including your right to transfer your Account to another custodian of your choice.

### SECTION 1 - GENERAL DESCRIPTION

**1.01 - Cash Account.** By opening an Account, Member directs that Custodian set up a core account (the “Cash Account”) for maintenance of balances that Member has not directed to an investment or other asset deployment option offered by Custodian (the balance of the Cash Account being the “Cash Balance”). Credits to the Account, including amounts contributed to or received in the Account and cash proceeds of investment sales directed by Member or made on Member’s behalf are held in the Cash Account until Member directs a transfer to an investment or other asset deployment made available by Custodian. Withdrawals from the Account and allocations specifically directed by Member to other asset deployment options made available by Custodian are debited from the Cash Account.

**1.02 - The Further Bank Deposit Program.** Pursuant to the Further Bank Deposit Program, the Cash Balance is automatically swept into one or more Eligible Institution Accounts. Each “Eligible Institution Account” is an interest-bearing account that consists of aggregate Member Cash Balances that the Custodian has placed in that Eligible Institution. An “Eligible Institution” is a federally insured bank, credit union, or similar financial institution with which Custodian has entered into an agreement to make deposits on behalf of Members. The Cash Balance is deposited by the Custodian in one or more Eligible Institution Accounts for the benefit of Member, pursuant to agreements between the Custodian and the Eligible Institutions. The Eligible Institution(s) that hold(s) Member’s Cash Balance is(are) determined by the procedures and Member’s instructions in this Cash Supplement. The Cash Balance is available only through the Account with the Custodian. Member cannot make withdrawals directly from the Eligible Institution Account, even if Member contacts the Eligible Institution directly. Member will not receive a passbook or certificate from any Eligible Institution. In this Cash Supplement, the placement of the Cash Account and Cash Balance is referred to as the “Further Bank Deposit Program”.

**1.03 - Interest.** Each month, each Eligible Institution Account will be credited with interest paid by the Eligible Institution. A Program Fee (as described in Section 6 of this Cash Supplement) is deducted from the interest paid by each Eligible Institution on the aggregate balance of each Eligible Institution Account. Following

the deduction of the Program Fee, each Member’s Cash Account will be credited with interest pursuant to the Interest Rate as determined by the formula described in Section 4.02 of this Cash Supplement. Such formula takes into account the Cash Balance and the interest rate environment. The Interest Rate will not differ based on the Eligible Institution(s), or type(s) of account(s), where the Cash Balance is deposited.

**1.04 - Custodian’s Relationships with Others.** As noted in Section 1.03 of this Cash Supplement, the Custodian deducts a Program Fee from interest paid by the Eligible Institutions on the Eligible Institution Account, which may vary from Eligible Institution to Eligible Institution, Eligible Institution Account to Eligible Institution Account, and over time, based on the prevailing interest rate environment, and typically increases with the aggregate amount on deposit or term of the Eligible Institution Agreement. The Program Fee is described more fully in Section 6 of this Cash Supplement. In addition, the Custodian may be required to pay fees and penalties to Eligible Institutions, such as for early termination or failure to meet minimum aggregate deposit requirements of an Eligible Institution Agreement. Such fees and penalties shall be paid solely by Custodian and shall not be charged against your Account or your right to interest.

**1.05 - No Authority or Control.** Custodian acts in accordance with the Agreement and Member’s instructions and does not exercise discretionary authority or control with respect to the Cash Balance placed in an Eligible Institution Account or otherwise with respect to the Further Bank Deposit Program. Custodian has not advised Member with respect to the decision to use the Further Bank Deposit Program or any Eligible Institution.

### SECTION 2 - INSTRUCTIONS FOR CUSTODY OF CASH ACCOUNT BALANCE

**2.01 - Member instructs Custodian to deposit the Cash Balance in one or more Eligible Institution Accounts (in accordance with Section 3 of this Cash Supplement), each of which is an omnibus cash deposit account titled “HealthEquity Omnibus Account for the benefit of Health Savings Accounts,” or similar title, pursuant to an Eligible Institution Agreement (as defined below), and to maintain books and records sufficient to identify the principal and accrued interest attributable to each Member’s Cash Account.**

**2.02 - Member instructs Custodian to withdraw from the Eligible Institution Account(s) amounts needed to satisfy any debit from the Cash Account, such as a withdrawal or an investment made at Member’s direction or a fee incurred by Member pursuant to the Agreement, and to subtract such amounts from the Cash Balance. Custodian will make any debits from, or reallocations of, Member’s Cash Account as soon as administratively feasible after receipt of Member’s instructions; such debits and reallocations will usually be completed on the next Business Day, but may take up to five Business Days, during which time such amounts shall remain in the Eligible Institution Account(s) prescribed by the procedures set forth herein.**

**2.03 - Member may request from Custodian the names of the Eligible Institutions at which the Cash Balance is deposited.**

**2.04 - Prior to being deposited with the Eligible Institution prescribed by the procedures set forth herein, the Cash Balance may be held as part of an omnibus cash deposit account titled “HealthEquity Omnibus Account for the benefit of Health Savings Accounts,” or similar title (the “Staging Account”) maintained at an Eligible Institution for up to five Business Days from the date on which such amounts are first received by Custodian (the “Staging Period”). During such Staging Period, Eligible Institution Account(s) for the Cash Balance shall be determined pursuant to the procedures set forth herein. All cash contributions shall be swept to such Eligible Institution Account(s) and available to Member within five Business Days of Custodian’s receipt. During the Staging Period, the Cash Balance shall accrue interest in accordance with the applicable Interest Rate, a Program Fee (as described in Section 6 of this Cash Supplement) shall be deducted from the Staging Account, as if the Staging Account were an Eligible Institution Account, and Custodian shall maintain books and records sufficient to identify the principal and accrued interest attributable to each Member’s Cash Balance held in the Staging Account.**

**2.05 - Member acknowledges that the Cash Balance is subject to — and Custodian is not liable for — risks associated with cash deposits, including but not limited to creditor rights, banking and currency risks, and insolvency of an Eligible Institution.**

**2.06** - Member instructs Custodian to place the Cash Account according to the provisions of this Cash Supplement, unless and until: (a) these instructions are unambiguously modified, replaced, or rescinded by appropriate written instrument, including pursuant to any Institution Designation; (b) Member or Custodian terminates the Agreement or closes the Account; or (c) Member consents to a proposed change to these instructions by amendment of this Cash Supplement in accordance with the procedures described in Section 7 of this Cash Supplement.

### SECTION 3 - INSTRUCTIONS FOR ASSIGNMENT OF AN ELIGIBLE INSTITUTION ACCOUNT

**3.01** - Custodian has entered into, and will from time to time enter into, agreements with Eligible Institutions (each an "Eligible Institution Agreement") as are sufficient to provide for the deposit of current and reasonably anticipated HSA contributions placed pursuant to the Further Bank Deposit Program. Each Eligible Institution shall be a bank, credit union, or similar depository institution that: (a) is established pursuant to a charter granted by a federal or state banking authority within the United States or similar federal or state authority authorized to grant credit union charters; (b) is an FDIC or NCUA insured institution; and (c) is Well Capitalized (as that term is defined by the appropriate Federal Banking Agencies and the NCUA) at the time an Eligible Institution Agreement is entered into. Custodian maintains a list of Eligible Institutions that participate in the Further Bank Deposit Program (the "Eligible Institution List"). Upon request, Custodian shall review with Member the Eligible Institution List. As of September 2021, the majority of accounts with Eligible Institutions under the Further Bank Deposit Program are Term Deposit Accounts. As these Term Deposit Accounts expire, the balances will be transferred into the DLA (as defined below) and subject to further re-allocation to other Demand Deposit Accounts in accordance with the procedure described in Section 3.03.

**3.02** - Eligible Institution Agreements may specify, among other things: (a) a term for which aggregate deposits must be held in the associated Eligible Institution Account; (b) a minimum and maximum aggregate deposit amount to be maintained in the Eligible Institution Account; (c) Custodian's obligation to pay any fees on the Eligible Institution Account; and (d) a Rate for determining amounts payable by the Eligible Institution with respect to deposits (as described in Section 6.04 below). The ability of Eligible Institutions to accept or maintain deposits may vary over time and change without notice based on either prevailing economic conditions or regulatory considerations. As a result, Eligible Institutions may from time to time communicate to Custodian a deposit capacity differing from that stated in the Eligible Institution Agreement.

**3.03** - The Eligible Institution Account(s) assigned to hold the Cash Balance shall be determined as follows:

- First, by opening an Account, the Member directs Custodian to spread the Cash Balance across at least one Demand Deposit Account and the Term Deposit Accounts. The initial allocation among Term Deposit Accounts is pro rata, so that each HSA in the Further Bank Deposit Program has approximately the same allocation (as a percentage of the Member's Cash Balance) to each Term Deposit Account, subject to the adjustments described below; the remainder of the Cash Balance is allocated to one or more Demand Deposit Accounts in accordance with this Section 3.03. The initial Demand Deposit Account for this purpose is a daily liquidity account, into which new contributions are deposited and from which amounts are withdrawn (the "DLA"). If the balance of the DLA exceeds the Liquidity Needs Threshold, Custodian may establish one or more additional Demand Deposit Accounts. Following the establishment of a Demand Deposit Account other than the DLA, if the excess of the DLA balance over the Liquidity Needs Threshold (the "Excess Amount") is greater than the minimum deposit amount for such other Demand Deposit Account, Custodian shall re-allocate from the DLA to such other Demand Deposit Account the lesser of (i) the Excess Amount or (ii) the maximum deposit amount for such other Demand Deposit Account.
- When a Term Deposit Account expires, the Cash Balance allocated to the Term Deposit Account will be reallocated to the DLA, subject to further re-allocation to other Demand Deposit Accounts in accordance with the procedure described above.
- All withdrawals shall be taken first from the portion of the Member's Cash Balance that is allocated to the DLA, until such portion of the Cash Balance is

depleted. If the amount of a withdrawal exceeds the Member's Cash Balance allocated to the DLA, the remaining amount necessary to satisfy the withdrawal request shall be reallocated from the Member's other Demand Deposit Account(s), if any, to other Members' accounts in exchange for an equal amount from such other Members' DLA balances, so that the Member's DLA balance is sufficient to cover the withdrawal; if the Member has a balance in more than one Demand Deposit Account (not including the DLA), the amount reallocated from such Demand Deposit Accounts shall be taken from one Demand Deposit Account at a time, sequentially in accordance with the procedure described above.

- If the amount of a withdrawal exceeds the Member's Cash Balance that is allocated to the DLA and the Demand Deposit Account(s), the remaining amount necessary to satisfy the withdrawal request shall be reallocated from the Member's Term Deposit Account balance(s) to other Members' accounts in exchange for an equal amount from such other Members' Cash Balances allocated to their respective DLAs (or, if the aggregate DLA balance in the Further Bank Deposit Program has been depleted, the next Demand Deposit Account in the sequence), so that the Member's DLA balance (or, if necessary, Demand Deposit Account balance) is sufficient to cover the withdrawal; the amount reallocated from such Term Deposit Accounts shall be taken sequentially in order beginning with the Term Deposit Account that has the shortest remaining duration. If the aggregate Demand Deposit Account balance in the Further Bank Deposit Program is not sufficient to cover a withdrawal, the remainder will be withdrawn from one or more Term Deposit Accounts (taken sequentially in order, beginning with the term Deposit Account that has the shortest remaining duration).
- The Cash Balance shall be held in the Eligible Institution Accounts assigned to it pursuant to this Section 3.03, unless and until it is transferred to a different account pursuant to Section 3.04 below. In all cases, deposits are placed in Eligible Institutions without regard to limitations on the eligibility or aggregate amount of FDIC or NCUA coverage.

**3.04** - From time to time, Custodian may be required to reduce the balance of, or to close, an Eligible Institution Account, necessitating the transfer of some or all Cash Accounts to other Eligible Institutions (a "Necessary Transfer"). A Necessary Transfer may occur, for example, by operation of an Eligible Institution Agreement (such as at the expiration of the term), by direction of an Eligible Institution or regulatory authority, or if a Cash Account is at a known unusual risk of loss. If a Cash Account is subject to a Necessary Transfer, Member instructs Custodian to assign the Cash Balance to another Eligible Institution, determined in the manner described in Section 3.03 of this Cash Supplement. In the absence of an available Eligible Institution, or if no Eligible Institution is able or willing to take additional deposits, Member instructs Custodian to place any or all of the Cash Balance into another available position, such as deposit in a Well Capitalized federally insured institution that is not a participant in the Further Bank Deposit Program or an available money market mutual fund. Such an alternative may not be eligible for federal insurance. Member's continued use of the Account after receiving notice of an action, such as an assignment of an Eligible Institution to the Cash Balance reaffirms Member's consent (and instruction) to Custodian's action.

**3.05** - From time to time, an employer, health plan, health insurance company or other third party through whom the Account is opened or with whom Member is associated, may require use of the Further Bank Deposit Program by its members. If a Member affected by such requirement does not wish to participate in the Further Bank Deposit Program, Member may make an irrevocable election to cancel account sponsorship with the applicable employer, health plan, or health insurance company and open a new HSA that has other cash options.

### SECTION 4 - DISCLOSURE AND CONSENT TO PROCEDURE FOR MEMBER INTEREST

**4.01** - Member Interest is paid by the Eligible Institution that holds the Cash Balance and is accrued, compounded and credited monthly to the Cash Account, less the Program Fee. The Account statement, available on your account portal, shows Member Net Interest credited during the statement period.

**4.02** - Member Net Interest for any calendar month is based on Member's average daily Cash Balance and an interest rate that varies based on Member's average daily cash balance (the "Interest Rate"). The Interest Rate is calculated pursuant to the

table below (the “Interest Rate Methodology Table”). The “Median Market Rate” is the median interest rate paid by the top five HSA providers (excluding Custodian), determined based upon HSA assets under custody as conclusively set forth in the annual Devenir Research Year-End HSA Market Statistics & Trends report or, if not published, such other third-party HSA market report selected by Custodian (the “Annual Market Survey”), on the lowest tier of HSA cash held in federally insured deposit accounts.

**Interest Rate Methodology Table**

Average Daily Cash Balance	Interest Rate Formula
Tier 1 \$0.01 - \$2,499.99	Median Market Rate (minimum of 0.05%)
Tier 2 \$2,500.00 - \$14,999.99	Tier 1 Rate + 0.02%
Tier 3 \$15,000.00+	Tier 1 Rate + 0.05%

In each case, the rate for the applicable tier will apply for the entire Cash Balance.

**4.03** - Interest on Cash Balances begins to accrue on the Business Day following the date on which those funds are received by Custodian.

**4.04** - Changes to the Interest Rate shall be effective on the first day of the first month that starts at least three Business Days after publication of any new rate that changes the Median Market Rate or publication of the Annual Market Survey, as applicable, without notice to Member. Current Interest Rates (determined in accordance with the Interest Rate Methodology Table) may be found by logging into your account at on the “Choosing an HSA plan” page at <https://learn.hellofurther.com/individuals> and searching “interest rates”. The Interest Rate Methodology Table may be modified only by an amendment to this Cash Supplement with advance notice to Member, pursuant to Section 7.02 of this Cash Supplement.

## SECTION 5 - FEDERAL INSURANCE COVERAGE

**5.01** - The Cash Account is a component of Member’s HSA, and under Federal regulations is “owned” by Member.

- To the extent the Cash Balance is held at one or more FDIC insured Eligible Institutions, then it is eligible for insurance by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC (together with any other deposits owned by Member at the same Eligible Institution, including deposits from similar cash placement programs offered by other custodians, brokerages or other entities, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to Member by the Eligible Institution). Additional information regarding FDIC insurance is available at [fdic.gov](http://fdic.gov) or calling the FDIC at 877-ASK-FDIC (877-275-3342). To the extent the Cash Balance is held at an NCUA insured Eligible Institution, then it is eligible for insurance by the NCUA, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the NCUA. Similar to the FDIC, the limits of NCUA coverage are based on the aggregate amount of a consumer’s funds held by the insured credit union. Additional information regarding NCUA insurance is available at [mycreditunion.com](http://mycreditunion.com) or calling the NCUA at 800-755-1030, option 2.

**5.02** - Custodian is not responsible for monitoring the Cash Balance or other deposits at an Eligible Institution to determine the scope of FDIC or NCUA coverage, as applicable. If Member expects to have aggregate deposits at any Eligible Institution that exceed FDIC or NCUA insurance coverage limits, then Member may wish to request re-assignment in accordance with Section 3.07 or consider other asset deployment options for the excess amount.

**5.03** - Contributions to the Account are eligible for FDIC or NCUA insurance, as applicable, only after they become Further Bank Deposit Program deposits and reach the Staging Account or Eligible Institution Account. Cash deposits are not insured in transit, including but not limited to, while held by an employer or administrative entity contracted by an employer, and while in receipt of Custodian prior to being allocated and posted to the Account and deposited in the Staging Account or Eligible Institution Account by Custodian.

**5.04** - Securities and insurance product purchases as directed by Member and

held in Member’s Account, such as mutual funds and non-insured deposits, are investment or insurance products. Such assets: (a) are not insured by the FDIC or NCUA; (b) carry no Custodian, Eligible Institution or other bank or government guarantees; and (c) have associated risks. Securities investments and insurance products are subject to risk of loss, including loss of principal. While investment securities may be subject to SIPC insurance coverage, SIPC coverage does not cover fluctuations in the market value. Insurance products are guaranteed by the insurer, subject to credit risk.

## SECTION 6 - DISCLOSURE OF AND CONSENT TO BENEFITS TO CUSTODIAN AND OTHERS

**6.01** - Member acknowledges that services rendered by Custodian, in addition to the services described elsewhere in the Agreement and this Cash Supplement, include assumption by Custodian of certain risks and liabilities with respect to the Cash Account, which are not assumed by Member. These risks and liabilities include, but are not limited to, guaranteeing minimum duration and cash deposit levels in Eligible Institution Accounts while providing Member with access to withdrawals from Cash Accounts (as described in Section 2.02), assuming penalties pursuant to Eligible Institution Agreements as described herein, direct third-party expenses incurred for the management of Eligible Institution Agreements, and ensuring compliance with applicable law and regulation.

**6.02** - The compensation Custodian receives for services rendered includes the service fees, investment fees, and interchange fees described in the Agreement, and the Program Fee (as described in this Section 6).

**6.03** - Custodian retains a fee from interest paid by each Eligible Institution on aggregate deposits in connection with the Further Bank Deposit Program (the “Program Fee”). Program Fees vary from Eligible Institution to Eligible Institution and over time, based on the prevailing interest rate environment.

**6.04** - The Program Fee retained by Custodian, and the penalties paid by Custodian, are determined in accordance with each Eligible Institution Agreement. Before penalties, the Program Fee is typically calculated by multiplying the balance of each Eligible Institution Account by a Rate and then subtracting the interest retained by Members based on their deposit levels as described herein. The Rate varies from Eligible Institution to Eligible Institution, and among accounts at each Eligible Institution, but will generally be a function of, or determined based on, a reference benchmark such as the London Interbank Offered Rate, the Federal Funds Effective Rate, or Federal Funds Target Rate. The Rate may be tiered based on the aggregate balance of the Eligible Institution Account. The Rate may increase with the aggregate amount on deposit or term of the Eligible Institution Agreement. Similarly, penalties are typically a function of the remaining term of the Eligible Institution Agreement, the Rate and prevailing bank lending market conditions. The total Program Fee retained by Custodian during any calendar quarter, net of penalties paid, shall not exceed the net interest margin for all U.S. banks, as reported quarterly by the Federal Financial Institution Examination Council, applied to the sum of the Average Daily Balance of each Eligible Institution Account that is included in the Further Bank Deposit Program in that calendar quarter.

**6.05** - Custodian is not affiliated with any Eligible Institution. Custodian (or one of its affiliates) may be a customer of, provide services to, or have other financial interactions with Eligible Institutions and may in the future have an affiliate which is an Eligible Institution. Any business relationship between Custodian and an Eligible Institution outside of the Further Bank Deposit Program is conducted on an arms-length basis without regard to the Eligible Institution’s participation in the Further Bank Deposit Program.

**6.06** - Member has reviewed Custodian’s direct and indirect compensation (as described herein) and determined that the compensation Custodian receives is reasonable for the services it provides. Member has further determined that such services are necessary for the establishment and maintenance of Account and the Further Bank Deposit Program.

## SECTION 7 - AMENDMENT OF THIS CASH SUPPLEMENT

**7.01** - Member instructs Custodian to place the Cash Account according to the provisions of this Cash Supplement, unless and until: (a) these instructions are unambiguously modified, replaced, or rescinded by appropriate written instrument, including pursuant to any Institution Designation; (b) the Account is terminated; or (c) Member consents to a proposed change to these instructions by amendment of

this Cash Supplement in accordance with the procedures described below.

**7.02** - Custodian shall provide Member at least 60 days' advanced written notice of any proposed amendment of this Cash Supplement, specifying the amendment and the proposed effective date. If Member does not consent to the amendment, Member may do any of the following: (a) transfer all funds, less any outstanding fees due Custodian, from the Cash Account to another asset option available to Member pursuant to the Agreement; (b) withdraw all funds, less any outstanding fees due Custodian, from the Cash Account; (c) initiate a trustee-to-trustee transfer; or (d) close the Account. If Member does not take any of the above actions by the effective date of the change, Member will be deemed to have consented to the amendment.

**7.03** - If Member terminates the Agreement or closes the Account by reason of not consenting to an amendment that reduces Member Interest or increases the maximum Program Fee set forth in Section 6.04 of this Cash Supplement (pursuant to Section 7.02 of this Cash Supplement), upon Member's request Custodian will reimburse any termination or closure fee paid to Custodian by Member and incurred by Member for the transfer or withdrawal of funds from the Cash Account or termination of the Account.

## **SECTION 8 - DEFINITIONS**

**8.01** - "Average Daily Balance" means, with respect to any Eligible Institution Account, the average daily account balance determined as of the last day of the calendar month.

**8.02** - "Business Day" means any day except Saturday, Sunday or any other day on which an Eligible Institution is authorized or required by law to be closed for business

**8.03** - "Cash Balance" means the funds contained in Member's Cash Account.

**8.04** - "Demand Deposit Account" means an Eligible Institution Account that is not a Term Deposit Account.

**8.05** - "Eligible Institution" means a bank, credit union or similar institution that may be engaged by Custodian to hold Cash Accounts pursuant to the requirements and terms herein.

**8.06** - "FDIC" means the Federal Deposit Insurance Corporation, an independent agency of the U.S. government.

**8.07** - "Institution Designation" means an instruction from an employer, health plan, health insurance company or other third party through whom the Account is opened or with whom Member is associated that the Cash Account shall be held at a specific depository institution.

**8.08** - "Interest Rate" has the meaning set forth in Section 4.02 of this Cash Supplement and is set independently from the Rates payable by Eligible Institutions on aggregate deposits therewith.

**8.09** - "Liquidity Needs Threshold" means the amount necessary to satisfy the daily projected withdrawals from the Further Bank Deposit Program by all Members, as determined by Custodian's model for the Further Bank Deposit Program.

**8.10** - "Member Net Interest" means the amount of interest payments made by the Eligible Institution to Member's Cash Account after the deduction of Program Fees.

**8.11** - "Program Fee" has the meaning set forth in Section 6.03 and is typically calculated by multiplying the balance of the Eligible Institution Account by a Rate and then subtracting the interest retained by Members based on their deposit levels as described herein.

**8.12** - "Rate" means an interest rate paid by an Eligible Institution on the aggregate balance of an Eligible Institution Account.

**8.13** - "SIPC" means the Securities Investor Protection Corporation, a federally mandated, non-profit, member-funded, United States corporation created under the Securities Investor Protection Act of 1970. Most US-registered securities brokers are SIPC members.

**8.14** - "Term Deposit Account" means an Eligible Institution Account that is a certificate of deposit or similar account that restricts withdrawals before expiration of a specified term.