



# IMPORTANT UPDATE ABOUT CASH SWEEP PRODUCTS

## NOTICE OF CHANGES EFFECTIVE NOVEMBER 15, 2020

Cetera Advisor Networks (Cetera) is pleased to welcome you to our Cash Sweep Program. We would like to inform you of important upcoming updates to terms and conditions for the FlexInsured Account<sup>®</sup> and the Insured Deposit Sweep Account (IDSA).

On or about November 15, 2020, Cetera will transition certain services related to its bank deposit sweep products to a new third-party administrator. If you are currently enrolled in the FlexInsured Account or the Insured Deposit Sweep Account, you will continue to be enrolled in your current sweep product following this transition. However, this transition will require an administrative update that will result in the full liquidation of the existing sweep position in your account and a purchase of the proceeds, adjusted for any other activity in your account, into a new sweep position. These transactions will occur on the same business day to ensure the cash in your account carried at Pershing remains invested. As described below, this transition will result in an update to certain terms and conditions for both the FlexInsured Account and the Insured Deposit Sweep Account.

Please review this notice, along with the enclosed product disclosure, for the full terms and conditions of the FlexInsured Account.

**Please note that participants in the IDSA product will receive a separate product disclosure, along with updates related to IDSA fees that will be effective on or about November 15, 2020. The IDSA is a bank deposit sweep product that is only available to individual retirement accounts (IRAs) enrolled in certain advisory programs.**

### UPDATES TO THE FLEXINSURED ACCOUNT AND INSURED DEPOSIT SWEEP ACCOUNT

#### Current Terms and Conditions for Priority of Program Banks and Allocation of Deposits

Currently, each Program Bank designates an amount of aggregate deposits that it has capacity to receive through the bank deposit sweep products (Target Balance). Your available cash balances are swept to other Program Banks with available capacity and in the order determined by a model utilized by a third-party administrator to establish priority. The priority established by the third-party administrator's model is not made available to you and is based upon each Program Bank's Target Balance, among other factors, as described in the "Priority of Program Banks" section of your product disclosure.

#### New Terms and Conditions for Priority of Program Banks and Allocation of Deposits

Beginning on or around November 15, 2020, Program Banks into which your funds may be deposited will appear on a "Priority List" available on our website at [www.cetera.com/cetera-advisor-networks/clients](http://www.cetera.com/cetera-advisor-networks/clients). (The Priority List will be posted on our website no later than October 15, 2020.) Other clients may be assigned different Priority Lists. You can identify the Priority List applicable to you by state. Please refer to the state which you legally identify as your primary state of residence and which you provided to us as your primary address in your account application and was subsequently used for the registration record of your Cetera account. Program Banks appear on the Priority List in the order in which the deposit accounts will be opened for you and your funds will be deposited. You should review the Priority List carefully. The Priority List will also include one or more Overage Banks that will accept your funds without limit and without regard to the \$250,000 federal deposit insurance limit if all Programs Banks on the Priority List have received funds up to the applicable deposit limit. If all your funds are withdrawn from an Overage Bank, the next time your funds are available for deposit in an Overage Bank your funds may be deposited in a different Overage Bank.

You may not change the order of Program Banks on the Priority List. However, at any time, you may designate a Program Bank as ineligible to receive your funds. This will result in your funds being deposited into deposit accounts at the next Program Bank on the Priority List. In addition, you may at any time instruct us to remove your funds from a Program Bank and designate the Program Bank as ineligible to receive future deposits. Your funds from an ineligible Program Bank will be deposited at the first available Program Bank set forth on the Priority List. You may not designate all of the Overage Banks as ineligible to receive your funds. If you wish to designate a Program Bank as ineligible to receive your funds, please contact your financial professional. One or more of the Program Banks included on the Priority List may be replaced with a Program Bank not previously included on the Priority List. A Program Bank may be deleted from the Priority List or the order of Program Banks on the Priority List may change. The most current Priority List, as updated from time to time, will be maintained on our website at [www.cetera.com/cetera-advisor-networks/clients](http://www.cetera.com/cetera-advisor-networks/clients).<sup>1</sup>

<sup>1</sup>[www.cetera.com/cetera-advisor-networks/clients](http://www.cetera.com/cetera-advisor-networks/clients), refer to the "Investor Information and Disclosures" section, then click on the link for the FlexInsured Account or the Insured Deposit Sweep Account or visit [www.cetera.com/cetera-advisor-networks/clients/flexinsured-account](http://www.cetera.com/cetera-advisor-networks/clients/flexinsured-account) or [www.cetera.com/cetera-advisor-networks/clients/insured-deposit-sweep-account](http://www.cetera.com/cetera-advisor-networks/clients/insured-deposit-sweep-account).

---

### **New Disclosure for Establishing Direct Deposit Relationships with Program Banks**

If you decide to terminate your participation in one of our bank deposit sweep products in your Cetera account carried at Pershing, you may establish a direct relationship with each Program Bank by making a request to the Program Bank to establish a deposit accounts in your name, subject to each Program Bank's rules with respect to establishing and maintaining deposit accounts. You would then contact your financial professional and request a transfer of the funds in the bank deposit sweep product into your individual deposit account. Establishment of the deposit accounts directly in your name at a Program Bank will separate the deposit accounts from your Cetera account carried at Pershing. As such, if you establish a direct depository relationship with a Program Bank, the deposit accounts will no longer be reflected in your Cetera account statement and Cetera and Pershing will have no further responsibility concerning such deposit accounts.

### **Current Terms and Conditions for Federal Deposit Insurance Protection**

Currently, funds in each deposit accounts will generally be eligible for federal deposit insurance from the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 (the "Deposit Insurance Limit") per category of legal ownership as recognized by the FDIC (e.g., individual, corporate, trust, etc.) at each Program Bank. Under the FlexInsured Account and the Insured Deposit Sweep Account, your funds are deposited into deposit accounts at multiple Program Banks in a manner designed to provide up to \$2,500,000 of FDIC insurance protection. This coverage protects your deposit accounts funds, up to allowable limits, in the event of the failure of a Program Bank. Currently, each customer's deposits at each Program Bank is limited to **\$245,000 (98% of the Deposit Insurance Limit)** to help ensure that principal amounts and accrued interest receive FDIC insurance coverage. Once this amount is reached, additional amounts are deposited in other subsequent Program Banks in a manner intended to prevent the amount allocated does not exceed \$245,000 at each Program Bank. Any amounts deposited above the \$2,500,000 product maximum (\$5,000,000 for joint accounts) will be placed in a deposit accounts at one or more Program Banks chosen to serve as the "Overage Bank." Your deposits at the Overage Bank(s) in excess of the Deposit Insurance Limit will not be covered by FDIC Insurance.

### **New Terms and Conditions for Federal Deposit Insurance Protection**

Beginning on or around November 15, 2020, you will continue to receive up to \$2,500,000 of FDIC protection (\$5,000,000 for joint accounts); however, each customer's deposits at each Program Bank will be limited to **\$246,500 (rather than \$245,000)** to help ensure accrued interest receives FDIC protection. Once this amount is reached, additional amounts will be deposited in other subsequent Program Banks in amounts not to exceed **\$246,500** at each Program Bank up to the product limit of \$2,500,000 of FDIC protection (\$5,000,000 for joint accounts). All other terms and conditions related to FDIC protection, as referenced above and in your product disclosure, will remain the same, including the use of an Overage Bank for deposits in excess of the program maximum (\$2,500,000 for individual accounts; \$5,000,000 for joint accounts).

### **Transfer of Deposits to New Program Banks**

On or about November 15, 2020, your current cash balances in our bank deposit sweep programs will be automatically transferred from the current Program Banks to the Program Banks on the applicable Priority Lists. If you are currently enrolled in the FlexInsured Account or the Insured Deposit Sweep Account, you will continue to be enrolled in your current sweep product following this transition. However, this transition will require an administrative update that will result in the full liquidation of the existing sweep position in your account and a purchase of the proceeds, adjusted for any other activity in your account, into a new sweep position. These transactions will occur on the same business day to ensure the cash in your account carried at Pershing remains invested. Except for the new terms and conditions described in this notice, all terms and conditions of the FlexInsured Account and the Insured Deposit Sweep Account will remain the same. For alternative options for your uninvested cash balances, please review the enclosed product disclosure.

**Please review the enclosed product disclosure for the full terms and conditions of the FlexInsured Account, as updated by this notice, which includes alternative options for your cash balances.**



Cetera Advisor Networks LLC (Cetera) is pleased to welcome you to the FlexInsured Account program. The FlexInsured Account is a sweep option that permits cash balances awaiting investment or reinvestment in eligible accounts to be automatically deposited (or swept) into interest-bearing accounts (Deposit Accounts) at designated program banks (Program Banks). Funds in each Deposit Account will generally be eligible for federal deposit insurance from the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 (the current Deposit Insurance Limit) per category of legal ownership as recognized by the FDIC (e.g., individual, corporate, trust, etc.) at each Program Bank. Through the use of multiple banks, the maximum aggregate amount of FDIC deposit insurance coverage available through the FlexInsured Account is a combined \$2,500,000 for individual and entity accounts registered under the same tax identification number and \$5,000,000 for joint accounts. Please note that funds deposited through the FlexInsured Account are not protected by the Securities Investor Protection Corporation (SIPC). See “FDIC Insurance at Program Banks” below for additional information about the FDIC and how FDIC insurance works.

## SUMMARY OF TERMS AND CONDITIONS

*This summary of the FlexInsured Account is prepared for your convenience and must be read in conjunction with the detailed disclosure below.*

Cetera has asked Pershing LLC (Pershing), our fully disclosed clearing agent, to assist us in operating the FlexInsured Account which, if you choose to participate, sweeps the uninvested cash balances in your account carried at Pershing to deposit accounts at Program Banks. Funds in Deposit Accounts will begin earning interest from the day they are received by the Program Bank. You may discontinue your participation in the FlexInsured Account at any time. By selecting the FlexInsured Account as your automatic sweep option, you agree to appoint our fully disclosed clearing agent, Pershing, as your authorized agent to effect the FlexInsured Account sweep option under these terms and conditions.

*Federal Deposit Insurance.* Your funds are deposited into Deposit Accounts in a manner designed to provide up to \$2,500,000 of FDIC insurance protection. This coverage protects your Deposit Account funds, up to allowable limits, in the event of the failure of a Program Bank. As your agent, Pershing has established a separate account for the benefit of FlexInsured Account participants at each Program Bank and intends to limit each customer’s deposits at each Program Bank to \$245,000 (98% of the Deposit Insurance Limit) to help ensure that principal amounts and accrued interest receive FDIC insurance coverage. Once this amount is reached, additional amounts are deposited in subsequent Program Banks in amounts not to exceed \$245,000 at each Program Bank. Any amounts deposited through your FlexInsured Account above the \$2,500,000 program maximum (\$5,000,000 for joint accounts) will be placed in a Deposit Account at a Program Bank chosen to serve as the “Overage Bank.” **Your deposits at the Overage Bank in excess of the Deposit Insurance Limit will not be covered by FDIC Insurance.** Any money you hold at a Program Bank outside of the FlexInsured Account may impact the insurance coverage available. FDIC insurance coverage applies to the total amount of a depositor’s balance in all eligible accounts held at an FDIC-insured financial institution. Therefore, if you maintain funds at a Program Bank outside of the FlexInsured Account, this will negatively impact the amount of FDIC insurance for the total amount of your funds held within and outside your FlexInsured Account at that Program Bank. Deposits made through the FlexInsured Account are not protected by SIPC, which provides protection against risks to customers of member brokerage firms, like Cetera and Pershing, in the event of the failure of that member firm. See “FDIC Insurance for Deposits at Program Banks” below for additional information.

*Access to Funds.* You may access Deposit Account funds by contacting your Financial Professional or using features of your brokerage account that have the effect of transferring the funds back into your account. Your ownership in funds deposited at Program Bank accounts will be evidenced by book entry on the account records of Pershing. Your account statements from Pershing will list the names of the Program Banks holding your swept funds and your balance in each Program Bank. Program Banks are permitted by federal regulation to impose a seven-day delay on any withdrawal request. In the event of a failure of a Program Bank, there may be a time period during which you may not be able to access all or part of your deposits in the FlexInsured Account program.

*FlexInsured Account Interest Rates.* The interest rates payable under the FlexInsured Account are determined by the amount the Program Banks are willing to pay minus the fees paid to Cetera and other service providers, as discussed below. The interest rates accruing on your FlexInsured Account program balances are established periodically and fluctuate as frequently as daily without prior notice, based on market, economic and other business conditions. Current interest rates for the FlexInsured Account are available from your Financial Professional. You will generally receive a lower rate of return on cash deposited through the FlexInsured Account than if it were invested in money market mutual funds. See “Interest Rates” below for additional information.

*Program Banks.* Under the FlexInsured Account program, certain FDIC-insured financial institutions have agreed to act as Program Banks. A separate FDIC-insured financial institution will act as an intermediary bank (Intermediary Bank) that routes deposits to, and withdrawals from, Program Banks. Certain large deposits or withdrawals in excess of FDIC limits may not be fully insured while being routed through the Intermediary Bank. In the event of bank failure, Pershing will not be obligated to credit your account with funds in advance of any payment by the FDIC. See “Information About Your Intermediary Bank” and “Program Banks” below for additional information.

*Fees.* Although no direct fees will be earned by your Financial Professional for your participation in the FlexInsured Account, Cetera and other service providers earn fees from Program Banks based on the amount of money on deposit from all FlexInsured Account participants. For each of their services under the FlexInsured Account program, Cetera and other service providers, such as Pershing and a third-party administrator, will receive compensation, as discussed further below. The fee retained by Cetera will be an annual rate of up to a maximum of 400 basis points as applied across all program deposits. See “Administrative Fees” below for additional information. For information on fees related to negative interest rates, please see the “Negative Interest Rate Disclosure” below.

---

*Risks of the Program.* You will generally receive a lower rate of return on cash deposited through the FlexInsured Account than if it were invested in money market mutual funds. Program Banks are permitted by federal regulation to impose a seven-day delay on any withdrawal request. In the event of a failure of a Program Bank, there may be a time period during which you may not be able to access your deposits in the FlexInsured Account. FDIC insurance coverage applies to the total amount of a depositor's balance in all eligible accounts held at a FDIC-insured financial institution. Therefore, if you have money at a Program Bank outside the FlexInsured Account program, this will negatively impact the amount of FDIC insurance for the total amount of your funds held within and outside your FlexInsured Account at that Program Bank. Deposits made through the FlexInsured Account are not protected by SIPC, which provides protection against risks to customers of member brokerage firms, like Cetera and Pershing, in the event of the failure of that member firm. In the event that the U.S. adopts a policy resulting in negative interest rates, it is possible that Program Banks will begin to charge fees to maintain deposits held through bank deposit programs. This can result in you experiencing a negative overall return with respect to your deposits in the FlexInsured Account program. See *"Negative Interest Rate Disclosure"* below for additional information.

*Conflicts of Interest.* Cetera earns fees from Program Banks based on your participation in the FlexInsured Account program, and this fee will be higher to Cetera than if your funds were swept to a money market mutual fund. The fees that Cetera receives from your participation in the FlexInsured Account program defrays its costs of providing and administering the FlexInsured Account and is also a source of revenue. This compensation presents a conflict of interest to Cetera because Cetera receives a greater financial benefit when cash is swept into the FlexInsured Account than it otherwise would if your cash balance is held elsewhere, and the fees that Cetera receives reduces the interest you receive from the FlexInsured Account. The fees paid by Program Banks for your participation in the FlexInsured Account are retained by Cetera and are not shared with your financial professional. See *"Administrative Fees"* below for additional information on the fees received by Cetera for your participation in the FlexInsured Account program

## **DETAILED TERMS AND CONDITIONS**

### **ACCOUNT ELIGIBILITY**

The FlexInsured Account is generally available for individual, business, corporate, joint, and uniform gifts-to-minors accounts, as well as certain non-advisory retirement accounts. Trust accounts are eligible so long as all beneficiaries of the trust account are natural persons. 403(b) accounts, advisory IRA accounts, advisory ERISA accounts and other qualified retirement plan accounts are not eligible to participate. Cetera and Pershing reserve the right, in their sole discretion, to limit other types of accounts from participating in the FlexInsured Account program.

### **ALTERNATIVES TO THE FLEXINSURED ACCOUNT AS A SWEEP OPTION**

The FlexInsured Account is one option for you to consider in choosing how you want to maintain your cash balances. If you are maintaining an eligible account, the FlexInsured Account is the only automatic "sweep account" available. Conversely, you may elect to turn off the automatic sweep option by contacting your Financial Professional. If you elect not to utilize an automatic sweep option on your account, your Financial Professional can tell you about certain money market funds or other products available through Cetera that you may wish to consider as alternatives to maintaining cash deposits in your account. If you elect to turn off the automatic sweep option, the uninvested cash balance in your account will be treated as a free credit balance. A free credit balance will not earn you interest or investment returns; however, SIPC protects the securities and cash in your investment account up to \$500,000, which includes up to \$250,000 protection for cash held as a free credit balance. For more information about SIPC coverage, please go to [www.sipc.org](http://www.sipc.org). You should consider your investment objectives, liquidity needs and risk tolerance in reviewing whether participation in the FlexInsured Account is appropriate for you.

### **DEPOSITS**

By electing to utilize the FlexInsured Account program, you consent to have excess cash balances pending investment in your Pershing account automatically deposited into accounts at Program Banks. Each business day, Pershing or its agent bank, utilizing the services of the third-party administrator or the Intermediary Bank, will deposit the excess cash balances in your Pershing account to one or more omnibus deposit accounts maintained at the Program Banks held for the benefit of FlexInsured Account participants. Your insured deposit ownership will be evidenced by an entry on records maintained by Pershing and the Intermediary Bank, as Pershing's agent and record keeper, for each of the Program Banks at which your funds are on deposit. You will not be issued any evidence of ownership of an insured deposit account, such as a passbook or certificate. Your Pershing account statement will reflect all deposits, withdrawals, Program Bank deposit balance(s) and interest rate.

Funds intended for deposit into your FlexInsured Account must be placed through your Pershing account and cannot be placed directly by you with the Intermediary Bank or any of the Program Banks. Only balances transferred by Pershing, or the Intermediary Bank on behalf of Pershing, will be eligible for inclusion in the FlexInsured Account. Excess cash balances in your Pershing account on each business day will be transferred to your FlexInsured Account on the next business day.

### **WITHDRAWALS**

By electing to utilize the FlexInsured Account, you consent (and direct) to have your money on deposit at the Program Bank automatically withdrawn from the Program Bank accounts in the event of a debit in your Pershing account or, on settlement date, to pay for securities purchased for or sold to your account carried at Pershing. Each business day, as needed, Pershing or its agent bank, utilizing the services of the Intermediary Bank, will withdraw your cash from the omnibus deposit accounts maintained at the Program Banks held for the benefit of FlexInsured Account participants.

In the event of a debit in your Pershing account, any funds necessary to satisfy such debits will be obtained first from free credit balances in your Pershing account (if any) and then from withdrawals from the FlexInsured Account. A debit will be created, for example, when you purchase securities

---

or request a withdrawal of funds from your Pershing account, when you write a check on your account, or use other withdrawal methods (such as through an ACH transaction or debit card transaction on the debit card provided with your brokerage account). Checks written on your brokerage account are not drawn directly against the amounts deposited for you at any of the Program Banks, but the money is transferred back from the Program Banks to the Intermediary Bank and then to your brokerage account, and then used to satisfy your debit.

Please note, that under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a deposit account, such as the Deposit Accounts at the Program Banks. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

## RELATIONSHIP WITH PERSHING

Cetera, a registered broker-dealer in securities and member organization of FINRA, introduces your account to our clearing firm Pershing, which carries your account in a fully disclosed manner. Pershing is acting as your agent in establishing and maintaining a bank deposits account(s), including depositing your money to and withdrawing your money from the Program Banks. Having instructed your Financial Professional to enroll you in the FlexInsured Account program, your first bank deposit will constitute your appointment of Pershing as your agent to effect deposits to and withdrawals from Program Bank deposit accounts in connection with the program. Pershing, a wholly owned indirect subsidiary of The Bank of New York Mellon Corporation, is a registered broker-dealer in securities and is a member organization of FINRA.

## INFORMATION ABOUT THE INTERMEDIARY BANK

A designated settlement bank will act as the Intermediary Bank for the FlexInsured Account program to route your deposit funds to various Program Banks in order to maximize the amount of FDIC insurance available to you. The Intermediary Bank is identified on the list of Program Banks available at <https://www.ceteraadvisornetworks.com/clients/flexinsured>. See "Program Banks" below for additional information.

## PROGRAM BANKS

A current list of the Program Banks, as updated from time to time, is available at <https://www.ceteraadvisornetworks.com/clients/flexinsured> or by contacting your Financial Professional. The Intermediary Bank and each Program Bank is a separate FDIC-insured depository institution duly chartered under the laws of the United States or a state thereof. As described below, Cetera reserve the right to modify the list of eligible Program Banks (meaning adding and removing) and priority from time to time. Such modified and updated lists will be reflected on the website prospectively. Cetera may change the Intermediary Bank at its discretion. **It shall be your responsibility to monitor changes to the list of the Program Banks.**

You may not designate the order in which Program Banks receive funds through the FlexInsured Account. You may, however, exclude one or more Program Banks from receiving your cash balances. You may exclude Program Banks at any time and for any reason by notifying your Financial Professional. If a Program Bank where you already have deposits outside of the FlexInsured Account is listed, we recommend you direct us to exclude that Program Bank from receiving any of your FlexInsured Account deposits. **It is your responsibility to monitor the insurable deposits that you may have with any Program Bank (including deposits outside of the FlexInsured Account).**

It may take several days following your account's enrollment in the FlexInsured Account program to process any requested Program Bank exclusions. In the event that your funds are allocated to a Program Bank that is designated by you or by us as an excluded Program Bank, but which is also a financial institution in which you maintain cash balances outside of the FlexInsured Account, deposits exceeding the maximum FDIC-insured amount at any such bank may not be protected by FDIC coverage until those exclusions are processed and the funds are reallocated to alternative Program Banks.

*You may obtain available financial information concerning any of the Program Banks at <https://www.ffiec.gov/NPW> or by contacting the FDIC Public Information Center by mail at 801 17th Street, N.W., Room 100, Washington, DC 20434 or by phone at 1.878. ASK. FDIC (1.877.275.3342).*

## PRIORITY OF PROGRAM BANKS

Each Program Bank will designate an amount of aggregate deposits that it has capacity to receive through the FlexInsured Account program (Target Balance). Your available cash balances will be swept to other Program Banks with available capacity and in the order determined by a model utilized by a third-party administrator to establish priority on an algorithmic basis. The following may factor into where funds will be allocated: (i) each Program Bank's current deposits irrespective of its Target Balance, (ii) an analysis of deposit and transaction activity at the Program Bank, (iii) the number of withdrawals already taken in your account at each Program Bank in a particular month in relation to transfer limits imposed by federal banking regulations, (iv) the amount of available FDIC deposit insurance available for a FlexInsured Account at a Program Bank, and (v) any impairment, limitation or obstruction in a Program Bank's ability to accept deposits.

In the event that activity in your Pershing account requires a withdrawal from your deposit account(s) held through the FlexInsured Account, the selection of the Program Bank from which a withdrawal will be made is based on factors generally similar to those addressed above in the context of deposits. Aggregate customer withdrawal activity from the account at the Program Bank during the month may also be an important factor in the selection.

**By enrolling in and utilizing the FlexInsured Account, you expressly agree to the terms and conditions of this disclosure statement and authorize Cetera and its third-party administrator to designate and approve Program Banks, subject to review by Pershing, and deposit and withdraw your cash balances in accordance with this disclosure statement. In this regard, you recognize that Program Banks will be selected to receive deposits and make withdrawals based primarily on the capacity requirements of the Program Banks and not based on their relative financial strength or other investment factors. You understand that it is your responsibility to review the list of Program Banks and to notify us if you wish to exclude any of them from receiving your FlexInsured Account deposits.**

---

## RELATIONSHIP BETWEEN CETERA AND CERTAIN PROGRAM BANKS

To participate as a Program Bank in the FlexInsured Account program, a depository institution enters into an agreement with Pershing and the program's third-party administrator. While such depository institutions are not affiliated with Cetera, Cetera may maintain business relationships with certain depository institutions under which the depository institution may offer securities brokerage, investment advisory and/or insurance services through Cetera or its affiliates at one or more of their locations. Such depository institutions may be or may become Program Banks through agreements that the depository institutions enter into with Pershing and the third-party administrator.

## INTEREST RATE

Funds deposited through the FlexInsured Account to a Program Bank will begin earning interest from the day they are received by the Program Bank. Interest on funds in the FlexInsured Account will accrue up to, but not including, the day of withdrawal. The interest rate available through the FlexInsured Account will be established periodically based on market, economic and other business conditions. Your program deposits will receive the same interest rate regardless of the Program Bank in which cash from your account is deposited. The interest rate available through the FlexInsured Account will generally be lower than the interest rates available to depositors making deposits directly with the Program Bank or other depository institutions in comparable accounts and for investments in money market mutual funds and other cash equivalent investments available through Cetera. You should compare the terms, interest rates, required minimum amounts, and other features of the FlexInsured Account with other accounts and alternative investments. *Current interest rate information is available at <https://www.ceteraadvisornetworks.com/clients/flexinsured> or by contacting your Financial Professional.*

The interest rate applied to your FlexInsured Account deposits will be based on your assignment to an "Interest Rate Tier" as determined by your total deposit balance through the FlexInsured Account. The Interest Rate Tiers, and interest rates associated therewith, may be changed from time to time. In general, in a tiered rate system, accounts with higher deposit balances through the FlexInsured Account will receive a higher interest rate than accounts with lower deposit balances. Cetera and Pershing will calculate your program balances and determine your eligibility for Interest Rate Tiers on a monthly basis.

The Program Banks will use the daily-balance method to calculate the interest applied to the balance in your FlexInsured Account. This method applies a daily periodic rate to the principal balance in the FlexInsured Account each day. Interest on the FlexInsured Account principal balance will accrue daily and will be reinvested monthly. Each month, upon the reinvestment date, the total accrued interest will be automatically credited to your FlexInsured Account principal each month. Each year you will receive a 1099-INT form from Pershing indicating the total amount of FlexInsured Account interest paid to you during the calendar year.

*The Program Banks do not have a duty to offer the highest rates available or rates that are comparable to money market mutual funds. Money market mutual funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. As such, the rates of interest paid with respect to FlexInsured Accounts will generally be lower than the rate of return available from a money market mutual fund or the rate of interest available to depositors making deposits directly with a Program Bank or other depository institutions in comparable accounts. You should compare the terms, interest rates, required minimum amounts, charges and other features of the FlexInsured Account with other deposit and investment options when evaluating whether to select or maintain the FlexInsured Account as your sweep option.*

## ADMINISTRATIVE FEES

Each Program Bank will pay a fee calculated by applying a percentage to the average daily balance of total FlexInsured Account deposits held at their bank. Generally, the third-party administrator will collect the fees payable by the Program Banks and retain an administrative fee based primarily on a percentage applied to each bank's average daily balance of total FlexInsured Account deposits. The third-party administrator will then remit an administrative fee to Cetera and Pershing. The fee remitted to Cetera will be an annual rate of up to a maximum of 400 basis points as applied across all program deposits. Cetera may elect to waive some or all of its fees, which would have the effect of increasing the interest rate payable to customers but has no obligation to do so. Cetera may elect to waive its fees differentially in order to create tiered rates of interest. Your financial professional does not receive any of the fees received by Cetera from Program Banks. The fees that Cetera receives from Program Banks will be greater than the fees Cetera receives from other money market fund sweep options.

Other than the applicable advisory fees or other fees assessed by Pershing for maintaining your brokerage account, and subject to the Negative Interest Rate Disclosure below, there will be no additional charges, fees or commissions imposed on your account with respect to the FlexInsured Account.

## NEGATIVE INTEREST RATE DISCLOSURE

In response to certain extraordinary economic conditions, some foreign countries have occasionally implemented a negative interest rate policy to stabilize their economies. Under such a policy, a central bank charges banks a fee to hold reserves, and, as a result, the banks then charge depositors a fee to maintain their deposits. Historically, the U.S. has not adopted policies resulting in negative interest rates, and there is no indication that the Federal Reserve Board plans to adopt such a policy in the future. If, however, such a policy is adopted in the U.S., Program Banks may begin to charge fees to maintain deposits held through bank deposit sweep programs, such as the FlexInsured Account. In such an event, Cetera will charge your account a fee to defray its costs for maintaining your deposits at Program Banks through its bank deposit programs. This fee will be in addition to fees Cetera receives directly from Program Banks for their participation in the FlexInsured Account. Cetera will assess any fees related to negative interest rates to your account on a monthly basis for the duration of the negative interest rate period. If applicable, this fee will appear on your periodic account statement. In its discretion, Cetera will increase or decrease this fee periodically to reflect the costs incurred by Cetera to maintain your deposits at Program Banks.

---

Cetera can eliminate the fee at any time. In the event that Cetera assesses fees as a result of negative interest rates, additional information regarding the fees will be available at <https://www.ceteraadvisornetworks.com> or by contacting your Financial Professional.

## ACCOUNT STATEMENTS

All activity with respect to your FlexInsured Account, including interest earned for the period covered and balances maintained at each Program Bank, will appear on the periodic account statement you receive from Pershing. You will not receive a separate statement from the Program Banks. Your periodic account statement will be mailed monthly.

## TAX INFORMATION

For most clients, interest earned on deposits in the FlexInsured Account will be taxed as ordinary income in the year it is received. A Form 1099-INT will be provided to you annually by Pershing showing the amount of interest income you have earned on deposits in your FlexInsured Account. Please consult with your tax advisor about how interest earned in the FlexInsured Account may affect you.

## NO SIPC COVERAGE FOR DEPOSITS HELD IN A FLEXINSURED ACCOUNT

SIPC provides investors some protection from losses if their brokerage firm becomes insolvent or if cash or securities are missing from eligible customer accounts. The limit of SIPC protection for customer securities and cash is \$500,000, which includes a \$250,000 limit for free credit balances held by customers at member brokerage firms. SIPC, however, does not guarantee bank deposits. Therefore, deposits made through the FlexInsured Account are not eligible for SIPC coverage. For more information about SIPC coverage, please go to [www.sipc.org](http://www.sipc.org).

## FDIC INSURANCE FOR DEPOSITS AT PROGRAM BANKS

Funds deposited in an account at a Program Bank are insured by the FDIC, an independent agency of the U.S. government, up to \$250,000 (including principal and accrued interest) when aggregated with all other deposits held by you in the same insurable capacity at a particular Program Bank. In the event a Program Bank becomes insolvent, the FDIC provides insurance up to \$250,000, including principal and accrued interest to the day the Program Bank is closed. These maximum amounts include, in addition to deposits held in your FlexInsured Account, all deposits held by you in the same insurable capacity at the same Program Bank, including, for example, CDs issued to you by a Program Bank.

The information below provides further information on federal deposit insurance limitations.

*Individual Accounts.* Deposit accounts at Program Banks held in the name of an agent or nominee of an individual (such as deposit accounts held as part of the FlexInsured Account) are not treated as owned by the agent but are added to other deposits of such individual held in the same insurable capacity at that depository institution (including funds held in a sole proprietorship) and insured up to \$250,000 in the aggregate.

*Corporate and Partnership Accounts.* Accounts established at a Program Bank and owned by the same corporation, partnership or unincorporated association that are designated for different purposes are not separately insured but, rather, are aggregated with all other deposit accounts of the corporation, partnership or unincorporated association at the same Program Bank and insured up to \$250,000.

*Custodial Accounts.* Funds deposited into an account at a Program Bank that are established and held in the name of a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfer to Minors Act) will not be considered the property of the custodian, but are added to other deposits of the minor or other beneficiary held in the same insurable capacity and will be insured up to \$250,000 in the aggregate.

*Joint Accounts.* An individual's interest in joint accounts held under any form of joint ownership valid under applicable state law may be insured up to \$250,000 in the aggregate, meaning all accounts held at that bank held under any form of joint ownership. This would be separate and in addition to the \$250,000 allowed on other non-retirement account deposits individually owned by any of the co-owners of such accounts. 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 the aggregation of each owner's interests in other joint accounts at the same depository institution.

*IRAs and other Self-Directed Retirement Accounts.* Funds deposited into IRAs, self-directed Keogh accounts, and certain other self-directed retirement accounts at a Program Bank are insured up to \$250,000 per owner and insured separately from other non-retirement funds an owner may have at the same Program Bank. For insurance purposes, the FDIC will aggregate such funds with other retirement funds owned by the same individual regardless of whether or not such funds are eligible for deposit through the FlexInsured Account.

**Trusts, medical savings accounts, employee benefit plans and other types of accounts also are subject to certain limitations. Please consult the FDIC or your Financial Professional for more details.**

Under certain circumstances, if you become the owner of deposits at a Program Bank because another depositor dies, beginning six months after the death of the depositor, the FDIC will calculate the applicable insurance limit by aggregating those deposits with any other deposits that you own in the same insurable capacity at the same Program Bank. Examples of accounts that may be subject to this FDIC policy include joint accounts, "transfer on death" accounts and certain trust 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. If deposits through your FlexInsured Account or otherwise at a Program Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits generally will continue to be separately insured from the deposits that you might have established with the acquirer until (i) the maturity date of the CDs or other time deposits 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 your existing deposits with the acquirer held in the same insurable capacity for purposes of federal deposit insurance. Any deposit opened at the depository institution after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

Your funds deposited through the FlexInsured Account can be deposited at more than one Program Bank, increasing the amount of insurance available to you up to a maximum of \$2,500,000 in FDIC insurance coverage (provided, however, the FlexInsured Account is designed to limit deposits to 98% of the coverage limits in each Program Bank, so the aggregate deposits that would be eligible for deposit insurance could be slightly less than this amount; FlexInsured Account program capacity could also be reduced if you exclude one or more Program Banks from receiving funds through your FlexInsured Account). Any amounts deposited through your FlexInsured Account above the \$2,500,000 program maximum (\$5,000,000 for joint accounts) will be placed in a deposit account at a Program Bank chosen to serve as the "Overage Bank." **Your deposits at the Overage Bank in will not be covered by FDIC Insurance.** In the event that a Program Bank should become insolvent, the deposits made through the FlexInsured Account are insured up to the applicable Deposit Insurance Limit for principal and interest accrued through the day the Program Bank became insolvent. Interest is determined for insurance purposes in accordance with federal laws and regulations. In the event that federal deposit insurance payments should become necessary, any payments of principal plus unpaid and accrued interest through the date of insolvency made by the FDIC will be made to you. You may be required to provide certain documentation to the FDIC and others before insurance payments are made. **Cetera and Pershing will not be obligated to credit your account with funds in advance of their payment by the FDIC.**

### **FDIC INSURANCE FOR DEPOSITS IN TRANSIT**

Your funds become eligible for FDIC insurance immediately upon placement in a Program Bank deposit account by Pershing, acting as your agent. While in transit from Pershing to the Program Banks and from the Program Banks to Pershing, the funds generally pass through the Intermediary Bank. While at the Intermediary Bank, funds are also eligible for FDIC insurance up to the Deposit Insurance Limit, depending on account type, when aggregated with any other deposits held by you in the same insurable capacity at the Intermediary Bank. It is possible that your funds in transit at the Intermediary Bank will exceed the maximum amount of FDIC coverage available through the Intermediary Bank as an individual bank until such funds are received by Program Banks or Pershing. Typically, funds will be moved from the Intermediary Bank to a Program Bank or Pershing within one business day.

If you have questions about basic FDIC insurance coverage, please contact your Financial Professional. You may also wish to seek advice from your own attorney if you have questions concerning FDIC insurance coverage of deposits held in more than one account or insurable capacity. You may also obtain additional information about the FDIC by contacting the FDIC, Office of Compliance and Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20409), by phone (877-ASK-FDIC (877-275-3342) or 800-925-4618 (TDD)), by email ([dcainternet@fdic.gov](mailto:dcainternet@fdic.gov)) or by accessing the FDIC Web site at [www.fdic.gov](http://www.fdic.gov). In addition, you may obtain publicly available financial information concerning any or all of the Program Banks at <https://www.ffiec.gov/NPW> and more detail on FDIC insurance from [www.fdic.gov/deposit/deposits/index.html](http://www.fdic.gov/deposit/deposits/index.html) or by contacting the FDIC Public Information Center by mail at 801 17th Street, N.W., Room 100, Washington, DC 20434. Neither Cetera nor Pershing guarantees the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank.

### **ADDITIONAL INFORMATION ABOUT YOUR FLEXINSURED ACCOUNT**

Cetera may modify the terms and conditions of the FlexInsured Account at any time upon notice to you. All activity with respect to your FlexInsured Account will appear on your periodic account statements provided by Pershing, including the total of your opening and closing FlexInsured Account balances, the interest earned, and the interest rate for the reinvestment period. You should retain the account statements for your records. As always, you should notify us immediately of any unauthorized activity in your FlexInsured Account or any concerns you may have with respect to the FlexInsured Account.

You may contact your Financial Professional during any business day to obtain the current interest rate, account balances, Program Banks and other information on your FlexInsured Account. If you have online access to your account, you may also view your FlexInsured Account information online. You may also find financial information on current interest rates on Cetera's website at <https://www.ceteraadvisornetworks.com/clients/flexinsured>.





---

**PARTICIPATING FINANCIAL INSTITUTION LIST**

American Express Bank, Sandy, UT  
Androscoggin Bank, Lewiston, ME  
Associated Bank N.A., Green Bay, WI  
Bank Hapoalim, New York, NY  
BBVA USA, Birmingham, AL  
Capital One Bank, Glenn Allen, VA  
Citibank N.A., New York, NY  
Customers Bank, Phoenixville, PA  
East West Bank, Pasadena, CA  
Evolve Bank & Trust, Memphis, TN  
Farmers and Merchants, Milford, NE  
First Guaranty Bank, Hammond, LA  
Glacier Bank, Kalispell, MT  
Goldman Sachs Bank, New York, NY  
HSBC Bank, McLean, VA

Independent Bank, McKinney, TX  
Israel Discount Bank, New York, NY  
NY Community Bank, Cranford, NJ  
Plains Capital Bank, Dallas, TX  
Quontic Bank, Astoria, NY  
Seaside National Bank, Orlando, FL  
Simmons FN Bank, Little Rock, AR  
Stearns Bank, St. Cloud, MN  
Texas Capital Bank, Dallas, TX  
Third Coast Bank SSB, Humble, TX  
TriState Capital Bank, Pittsburgh, PA  
Truist Bank, Lumberton, NC  
Valley National Bank, Wayne, NJ  
WEX Bank, Midvale, UT

*If you wish to exclude any of the above named financial institutions, additional documents are required.*

**INTERMEDIARY BANK**

First National Bank of Omaha

Deposits held in the FlexInsured Account® are not covered by SIPC.