

Desert Financial Credit Union – Jumbo Money Market

The Demand Deposit Marketplace[®] Program with the IDEA AllocationSM Feature

Terms and Conditions

I. Introduction

The Demand Deposit Marketplace[®] with IDEA AllocationSM Feature Program ("Program") is offered by Desert Financial Credit Union ("Desert Financial") as an option to place an amount of your cash balances to insured accounts at Federal Deposit Insurance Corporation ("FDIC") member banks and/or National Credit Union Administration ("NCUA") member credit unions (collectively referred to as "Receiving Institutions"). Your funds will be deposited into money market deposit accounts ("MMDAs"), demand deposit accounts, share accounts, and/or share draft accounts (collectively referred to as "Deposit Accounts") at Receiving Institutions, subject to the limitations described herein. Your funds that are deposited through the Program into the Receiving Institutions are hereinafter referred to as "Program Deposits." By selecting the Program, you appoint Desert Financial as your authorized agent pursuant to the Terms and Conditions set forth herein. Stable Custody Group II LLC ("Stable") operates the Program as an administrator and acts as Desert Financial's agent.

To participate in the Program, you must open a Jumbo Money Market account with Desert Financial with a minimum opening balance of \$100,000. This account is subject to membership requirements at Desert Financial, and the Statements of Terms, Conditions, and Disclosures ("STCD"), and the Fee Schedule. If any conflicts arise between these Terms and Conditions and the STCD, the STCD shall prevail. Your funds may not be immediately deposited into the Program. This will have no impact on your ability to earn interest or dividends in your Jumbo Money Market account.

By participating in this Program, you can increase the FDIC and/or NCUA (collectively referred to as "Deposit Insurance") protection on your deposit while continuing to process all your transactions with Desert Financial. Subject to certain exceptions, the maximum amount of Deposit Insurance coverage available under the Program ("Program Limit") is \$2,500,000 per depositor (i.e., an individual or a trust).¹

II. Summary of Terms and Conditions

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience, and must be read in conjunction with the more detailed disclosure below.

<u>Summary of the Program:</u> Stable operates the Program, and Desert Financial acts as your agent. If you choose to participate, Desert Financial will place an amount of your cash balances to the Receiving Institutions through Desert Financial. Your Program Deposits are deposited into Deposit Accounts at multiple Receiving Institutions in a manner designed to remain within the Deposit Insurance limit at each Receiving Institution, which increases the amount of Deposit Insurance protection available to you. Deposit Insurance coverage is available up to its standard maximum deposit insurance amount, which is \$250,000, per legal category of account ownership at each Receiving Institution ("SMDIA"). You will receive interest and/or dividends on your Program Deposits at the rate established by Desert Financial.

The IDEA Feature, or Insured Deposit Equal AllocationSM Feature, allows Desert Financial the ability to provide its Members with access to the Program without normally having to disclose any of your personally identifiable information to Stable. Such information would be provided to Stable only in connection with the filing of a claim with the FDIC or NCUA. As a result, Stable maintains on its records only an omnibus record titled "Desert Financial for the exclusive benefit of its customers, acting for themselves and/or acting on a fiduciary capacity for others". Desert Financial maintains your underlying records. The omnibus balance is

¹ Under the Program with IDEA Feature, Program Limit is the same for an individual or a trust.

allocated among at least 10 Receiving Institution(s) to obtain the maximum, designated FDIC insurance coverage eligibility of \$2,500,000. Each Member's account balance will be allocated to each selected Receiving Institution based on a percentage, that the total omnibus balance is allocated to each Receiving Institution. If any funds are sent into the Program over the Program Limit, that amount over the Program Limit will not be insured.

Access to Funds: You will access Program Deposits through your accounts at Desert Financial. Risks of the Program: If you have funds at a Receiving Institution outside the Program, this may negatively impact the availability of Deposit Insurance at such Receiving Institution. If your deposits in a Receiving Institution exceed the then current SMDIA of such entity, the excess funds are not covered by Deposit Insurance. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. As such, you should review the list of Receiving Institutions carefully. The list of available Receiving Institutions may change from time to time, and you may contact Desert Financial directly to obtain the most recent list or visit our website at www.desertfinancial.com/jmm. If you exceed your limit of Deposit Insurance at any Receiving Institution, you may discontinue your use of this Program at any time by withdrawing your balance and closing your Jumbo Money Market. See Section III.D, Deposits and Deposit Insurance.

Receiving Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA or share account.

In the event of a failure of a Receiving Institution, there may be a time period during which you may not be able to access your money. Where your funds are held in MMDAs or share accounts, the return of your funds to your account at Desert Financial may be delayed.

III. Detailed Terms and Conditions

A. Account Eligibility

This Program is available to accounts held by a consumer or a trust with a valid U.S. Taxpayer ID and are eligible to maintain a Deposit Account. Business, custodial accounts, or accounts owned in whole or part by a minor may not participate in the Program. It is your responsibility to ensure that the Program satisfies your objectives or guidelines and/or applicable law. To obtain Deposit Insurance in the Program, you must provide proper tax and other identification information to Desert Financial.

B. Agency Relationships

Desert Financial is acting as your agent in establishing and maintaining Deposit Accounts at Receiving Institutions and Desert Financial appoints Stable as its agent. When you enroll in the Program, you appoint Desert Financial as your custodial agent to effect deposits to and withdrawals from the Deposit Accounts. The allocation process administered by Stable determines into which Receiving Institution(s) your money will be deposited to achieve up to the maximum amount of Deposit Insurance available to you through the Program. See Section III.I, Allocations to Receiving Institutions. The custodian bank for the overall Program (currently Huntington National Bank) ("Custodian Bank") is solely responsible for the movement of funds within the Program to and from Receiving Institutions. All Program funds remain under the custodial control of either Desert Financial or the Custodian Bank at all times.

C. Information about Stable

Stable is a Delaware limited liability company. Stable is not a bank, credit union, broker-dealer, or investment adviser. None of the Receiving Institutions are an affiliate of Stable. Stable administers the Program.

D. Deposits and Deposit Insurance

Your funds intended for deposit into the Program must be placed through Desert Financial and cannot be placed directly by you with any of the Receiving Institutions.

Once in the Program, your Program Deposits will be allocated based on a percentage basis, to two or more omnibus Deposit Accounts maintained at the Receiving Institutions held in the name of "Stable Custody

Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institutions, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others" or a similar name that preserves the eligibility of Program Deposits for pass-through Deposit Insurance. See Section III.I, Allocations to Receiving Institutions.

Your Program Deposits are placed into accounts at the Receiving Institutions to provide you with up to \$250,000 of Deposit Insurance per Receiving Institution, subject to certain exceptions described herein. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest (or dividends, as applicable), when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Institution fails. Deposit Insurance (i.e., through FDIC-insured and NCUA-insured Receiving Institutions) is backed by the full faith and credit of the United States. You are eligible to receive pass-through insurance subject to meeting certain conditions as described in this Terms and Conditions and referenced in Section E.

If you have money at a Receiving Institution outside the Program, this may negatively impact the availability of Deposit Insurance for the total amount of your funds held at that institution. If your deposits at a Receiving Institution, in aggregate, exceed the then current SMDIA, the excess funds are not covered by Deposit Insurance. Desert Financial, the Receiving Institutions and Stable are unaware of your funds outside of the Program. As a result, these funds will not be considered when allocating your funds to a particular Receiving Institution. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. You should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time, and you may contact Desert Financial directly to obtain the most recent list or visit our website at http://www.desertfinancial.com/jumbo-money-market. If you exceed your limit of Deposit Insurance at any Receiving Institution, you may discontinue your use of this Program at any time by withdrawing your balance and closing your Jumbo Money Market.

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Receiving Institution A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same bank in the same legal category of ownership, only \$250,000 of your \$260,000 is insured.

If a Receiving Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest (or dividends) up to the then current SMDIA per legal category of account ownership will be made to you. Although the FDIC and NCUA normally make these payments within a few days of taking possession of a bank or credit union as receiver, there is no specific time period during which the FDIC or NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC or NCUA before insurance payments are made.

You hereby authorize and appoint Desert Financial as your agent (and you hereby authorize Desert Financial to, in turn, authorize and appoint Stable as Desert Financial's agent) to maintain those records on your behalf (including to maintain custody of those records). Your account ownership will be evidenced by an entry on records maintained by Desert Financial (acting as your agent) and/or Stable (acting as agent on behalf of Desert Financial which, in turn, is acting as your agent), for each of the Receiving Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. However, Desert Financial will provide you with information about your account at Desert Financial, such as your deposit balance and transaction activity, on your account statement.

E. Deposit Insurance for Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

FDIC Insurance

Pertinent FDIC regulations applicable to the Program are set forth at 12 C.F.R. Part 330.

For questions about FDIC insurance coverage, you may call the FDIC at (877) 275-3342 or visit the FDIC's web site at www.fdic.gov. FDIC also provides the "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at https://www.fdic.gov/edie/index.html. Other information regarding

FDIC insurance coverage may be found at the FDIC's Consumer Resource Center section of the FDIC's website at https://www.fdic.gov/resources/consumers/index.html.

NCUA Insurance

Pertinent NCUA regulations applicable to the Program are set forth at 12 C.F.R. Part 745. For questions about NCUA insurance coverage, you may call the NCUA at (800) 755-1030 or visit the NCUA's website at www.ncua.gov.

NCUA also provides the "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at mycreditunion.gov/share-insurance-estimator-home. Other information regarding NCUA insurance coverage may be found at the "Share Insurance Coverage" section of the "Consumers" menu option on the NCUA's web site at mycreditunion.gov/share-insurance.

F. Withdrawals

Withdrawals from your Program Deposits are made through Desert Financial and cannot be made directly by you through Stable or any of the Receiving Institutions. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your deposit account at Desert Financial are processed through your deposit account held at Desert Financial rather than through the Program Deposit Accounts. Funds from the Program Deposits may not be available to you until the following business day after you make the withdrawal request. In the event that Desert Financial does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Institutions fail to send funds as instructed by the Custodian Bank pursuant to Stable's instructions, or Receiving Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed. If Desert Financial decides to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to Desert Financial and Desert Financial will retain from the funds received the amount that it advanced to you.

G. List of Receiving Institutions

You will have access to the list of Receiving Institutions that hold your deposits once entered in the Program at our website at http://www.desertfinancial.com/jumbo-money-market. You may also contact Desert Financial to obtain the most recent list of Receiving Institutions.

You can obtain publicly available financial information concerning any of the Receiving Institutions at:

<u>For FDIC-insured Receiving Institutions</u>: https://www.ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at (877) ASK-FDIC [(877) 275-3342].

<u>For NCUA-insured Receiving Institutions</u>: mapping.ncua.gov/ResearchCreditUnion.aspx or by contacting the NCUA Consumer Assistance Center by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at (800) 755-1030.

Neither Stable nor Desert Financial is responsible for any insured or uninsured portion of any deposits at any Receiving Institution or guarantees the financial condition of any Receiving Institution or the accuracy of any publicly available financial information concerning a Receiving Institution.

If, on a Business Day, you have outstanding deposits that Your Credit Union has placed for you using the Certificate of Deposit MarketplaceSM program (the "CDM program") also administered by Stable, and you have provided the same taxpayer or other identification number for purposes of the Program and the CDM program, the allocation of your funds for that Business Day in the Program will not cause the balance in your Deposit Accounts at a Receiving Institution, together with the outstanding deposits, if any, that we placed for you at that Receiving Institution in the same Deposit Insurance category of ownership through the CDM program, to exceed the SMDIA.

H. Your Responsibility to Monitor Your Deposit or Investment Options

Desert Financial does not have any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As dividend rates and other factors change, it

may be in your financial interest to change your deposit instructions. In such cases, you should call Desert Financial at (602) 433-7000 to learn about other options.

I. Allocations to Receiving Institutions

Stable establishes Deposit Accounts on behalf of Desert Financial and other Program participants. You authorize Desert Financial to act as your agent and Desert Financial authorizes Stable to act as its agent at each Receiving Institution holding your funds. The Deposit Account constitutes a direct obligation of the Receiving Institution and is not directly or indirectly an obligation of Stable, Desert Financial or the Custodian Bank. You authorize Desert Financial to place the amount of your cash balances in your Jumbo Money Market into the Program. Your funds are then allocated each Business Day by Stable to Receiving Institutions identified by Desert Financial based on an objective allocation algorithm. Any movements of funds within the Program among Receiving Institutions are executed by the Custodian Bank pursuant to instructions from Stable. Stable's instructions are based on an objective allocation algorithm that takes into consideration various factors, including the target level of Program deposits for each Receiving Institution. Stable may include additional Receiving Institutions to expand the capacity available to underlying customers of the Sending Institutions, including Desert Financial. Receiving Institutions may decide to discontinue their participation in the Program, or may be removed by Stable.

The IDEA feature, or Insured Deposit Equal Allocation feature, allows Desert Financial the ability to provide its Members with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled "Desert Financial for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others". The omnibus balance is allocated to at least 10 Receiving Institution(s) to obtain the maximum Deposit Insurance limit of \$2,500,000. Each Member's account balance will be allocated to each selected Receiving Institution in the same proportion that the total omnibus balance is allocated to each Receiving Institution. You cannot specify an amount of funds to be allocated to specific Receiving Institutions.

J. Rate

The rate paid to you is determined by Desert Financial. The current rate applicable to your Program Deposits will be available on our Rates page at desertfinancial.com/rates. Rate may change after account is opened. The rate you earn on your Program Deposits may be higher or lower than the rates available to depositors making non-Program Deposits with Receiving Institutions directly, through other types of accounts at Desert Financial, or with other depository institutions in comparable accounts. In the event of the failure of a Receiving Institution, no interest or dividend is earned on Program Deposits from the time such a Receiving Institution closes until insurance payments are received. You should compare the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other accounts and investment alternatives. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. A minimum balance may be required to earn dividends. Payment of the full amount of all accrued interest or dividends with respect to your Program Deposit at a Receiving Institution will be solely the responsibility of, and solely enforceable against, that Receiving Institution. Desert Financial will have no indebtedness to you for any such amount.

K. Fees

Each Receiving Institution pays to Stable a fee for its services related to your Program Deposits at that particular Receiving Institution. Desert Financial may also receive a fee for its services. The fees may be different for different Receiving Institutions.

L. Account Statements

You will receive a periodic account statement from Desert Financial. All activity with respect to your Program Deposits, including interest or dividends earned for the period covered, will appear on your statement, including the total of your opening and closing Program Deposit balances. You will not receive a separate statement from the Receiving Institutions. You should retain all account statements.

You must notify Desert Financial immediately of any discrepancies noted in your account statement in accordance with the STCD.

M. Tax Reporting

The amounts that you receive from your Program Deposits is generally fully subject to state and federal tax as interest income. An IRS Form 1099 will be sent to you by Desert Financial each year, showing the amount of interest income you have earned from your Program Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

N. Business Continuity

In the event you are unable to contact Desert Financial due to a business interruption event, such as a natural disaster, you may contact Stable or its agent at (866) 237-2752 for account information.

O. Other Terms

Inactive Accounts: Desert Financial and the Receiving Institutions may be required by law to turn over (escheat) your Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state, you may file a claim with the state to recover the funds.

Transferability: Your Program Deposits may not be transferred by you. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received.

Termination: Desert Financial may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your Jumbo Money Market deposit account at Desert Financial, your associated Program Deposit account will also be closed and your funds will be distributed from the Program through your deposit account at Desert Financial.

Ordinary Care: Any failure by Stable or any Receiving Institutions to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable or any Receiving Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve, FDIC or NCUA, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Personal Information: Stable will not normally have any of your personally identifiable information. Such information may be obtained by Stable, if at all, in the case of a Receiving Institution's failure. Stable's privacy policy is available online at www.rnt.com.

Alternatives to the Program: By enrolling in the Program, you agree to the terms and conditions provided herein. You understand that, at any time, you may terminate your participation in the Program. If you terminate, the funds held through the Program will be credited to your deposit account at Desert Financial and your Jumbo Money Market will be closed.

Days of Operation: The Program will operate on all days when the Federal Reserve Bank of New York is open for business.

Mutual Institution and Subscription Rights: Your funds may be placed in a Deposit Account at a Receiving Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. D, Deposits and Deposit Insurance, and not in your name. Desert Financial and Stable will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the

event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DESERT FINANCIAL, STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

Legal Process: Stable, Desert Financial, and the Receiving Institutions may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Desert Financial may notify you of such process by telephone, electronically or in writing. You agree to indemnify, defend and hold Stable, Desert Financial, and the Receiving Institutions harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Stable, Desert Financial, and the Receiving Institutions may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Program Deposit records are maintained.

P. General

Desert Financial may modify these Terms and Conditions at any time, upon notice to you. Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

These Terms and Conditions, the STCD, and any other documents provided by Desert Financial to you in connection with the Program constitute the entire agreement between Desert Financial and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between Desert Financial and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, DESERT FINANCIAL MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT. These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Stable shall be a third party beneficiary hereof.

Desert Financial Credit Union – Jumbo Money Market

EXHIBIT A

The Demand Deposit Marketplace® Program with the IDEA® Feature **Member Authorization and Agency Appointment Form**

By signing this Demand Deposit Marketplace® program (the "Program") authorization and agency appointment form, you ("Member"): (i) agree to the authorizations and agency appointment set forth below, and (ii) acknowledge receipt of, and agree to, the Program Terms and Conditions, which are expressly incorporated herein.

Name of Member		Tax Identification Number
Street Address		City/State/Zip Code
Telephone	Fax	E-mail Address
Desert Financial Account Number:		
Program and appoints Desert at one or more Receiving Inst the name of Desert Financial customers. Member directs D	t Financial as its agent to oper itutions, other than Desert Fina 's agent and owned beneficia	and Conditions, Member hereby enrolls in the n and maintain one or more Program Accounts ancial. Such Program Accounts shall be held in ally by Member and other designated Program to effect deposits to and withdrawals from such aditions.
shall remain in effect until De		zation and agency appointment set forth above ber's written notice of termination and Desert ton such written notice.
CONDITIONS IN CONNECTION		ND CAREFULLY READ THESE TERMS AND ROLL IN THE PROGRAM. IF YOU HAVE ANY 02) 433-7000.
		OUR AGENT FOR PARTICIPATION IN THE BINDING CONTRACT BETWEEN YOU AND
DO NOT SIGN BELOW UNLE CONDITIONS.	ESS YOU HAVE READ AND I	UNDERSTAND THE PROGRAM TERMS AND
Member Name:		
Member Signature:		Date://
	Daga & of &	