



D. A. Davidson & Co.

Cash Management Program Disclosure Statement

Effective as of January 15, 2025

This disclosure statement provides important information concerning our Cash Management Program, including information about how the program works, its limitations and restrictions, how changes are implemented and details regarding applicable conflicts of interest.

For current customer interest rates applicable to the Cash Management Program see dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending. If you have any questions about the information contained in this document, please contact your Financial Professional.

The information in this disclosure statement applies, unless otherwise indicated, to each account for which you are a customer of record, whether as an individual, joint tenant, trustee, executor, custodian or in any other capacity, and is furnished to you in each of such capacities in respect of all such accounts.

All notices described in this disclosure statement can be made by means of posting a notice on D.A. Davidson's website, a letter, an entry on your account statement, an entry on a trade confirmation or by other means.

Summary

D.A. Davidson & Co. ("D.A. Davidson," "we," "us") provides a Cash Management Program to its customers. Under our Cash Management Program, commonly referred to as a "sweep" program, cash balances in your account are automatically transferred, or swept, into one or more interest-bearing accounts at the end of each business day. Sweeps in customer accounts occur when there are cash balances in your account because of, among other things, deposits, the sale of securities, dividend payments, or interest credited from bonds. Under the Cash Management Program, your funds can be liquidated or used to purchase additional securities at any time.

For brokerage accounts (including IRAs) and taxable advisory accounts, cash balances will be automatically swept to an interest-bearing deposit account (each, a "Deposit Account") maintained at one or more participating third-party banks ("Program Banks") through our Bank Insured Deposit Program ("BIDP"). As the Program Banks are members of the Federal Deposit Insurance Corporation ("FDIC"), the funds deposited through BIDP, together with any other funds you have deposited outside of BIDP with a Program Bank, will be eligible for federal deposit insurance up to FDIC's standard maximum deposit insurance amount ("SMDIA") (currently \$250,000 per Program Bank per depositor for each ownership category). The Applicable Deposit Limit (i.e., \$246,500 for each ownership category) is slightly less than the SMDIA to allow for interest to accrue in the accounts. Effectively, this means that no one Program Bank will hold assets above the FDIC's SMDIA at any given time.

Any additional deposits above the Applicable Deposit Limit (excluding interest paid on deposits), and cash balances in ERISA advisory accounts, will be deposited into a designated money market mutual fund (the "MMF") which can be found at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/Dreyfus-Funds. As described in more detail below, funds swept into the MMF are subject to Securities Investor Protection Corporation ("SIPC") coverage, which differs from FDIC insurance coverage. Both SIPC and FDIC coverage are described in detail below.

For advisory IRAs we offer BIDP IRA Advisory, in which cash balances will be automatically swept to a Deposit Account maintained at one or more Program Banks through our BIDP IRA Advisory and deposits above the Applicable Deposit Limit (excluding interest paid on deposits) into the MMF, in the same manner and offering the same FDIC and SIPC coverage as described above.

For ERISA advisory accounts, and other accounts as D.A. Davidson may designate from time to time, instead of the BIDP, cash balances are automatically swept into the MMF. Money market mutual funds are not eligible for FDIC insurance but are covered by SIPC.

Please see the more detailed discussions of each of these programs below.

Customer Interest

For brokerage accounts (including IRAs) and taxable advisory accounts (using BIDP), the interest rate you receive is determined by the total rate offered by the Program Banks minus a variable fee paid to D.A. Davidson by the Program Banks for administering the BIDP based on your aggregate household assets.

For advisory IRAs (using BIDP IRA Advisory) the interest rate you receive is determined by the total rate offered by the Program Banks minus a level fee paid to D.A. Davidson by the Program Banks for administering BIDP IRA Advisory regardless of your aggregate household assets.

For ERISA advisory accounts (using the MMF), and other accounts as D.A. Davidson may designate from time to time to use the MMF, the rate of return you receive from funds in the MMF is determined by the performance of the MMF. You can find performance information in the MMF prospectus at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/Dreyfus-Funds.

Participation

For brokerage accounts (including IRAs) taxable advisory accounts (using BIDP) and advisory IRA accounts (using BIDP IRA Advisory), you can either affirmatively elect to participate in D.A. Davidson's Cash Management Program when signing our account agreement or choose not to participate. If you elect to participate, your election can be revoked at any time by contacting

your D.A. Davidson Financial Professional. No advice or recommendations are given concerning the decision to participate or to remain in the Cash Management Program. If a customer opts-out of the Cash Management Program, any uninvested cash in their account will not earn interest.

It is important to know that other cash-equivalent investments are available for purchase through D.A. Davidson. These other cash-equivalent investments might be more appropriate for customers seeking a cash allocation as part of their investment strategy over longer periods of time. These other investments, however, which may provide for higher rates of return, are not part of the Cash Management Program and will not offer an automatic cash sweep feature. Additionally, D.A. Davidson and your Financial Professional will receive compensation when you select a cash-equivalent investment instead of the Cash Management Program according to the terms of the account involved and the type of investment selected. Specific information about the compensation we would receive from a money market mutual fund is available in the fund's prospectus. We encourage you to consider all of your options carefully before making these choices.

The BIDP is available to individuals, trusts (where the beneficiaries are natural persons), sole proprietorships and entities such as corporations, partnerships, associations, business trusts and other organizations. The BIDP IRA Advisory is available to individuals and trusts (where the beneficiaries are natural persons).

D.A. Davidson can, in its sole discretion, terminate the use of the BIDP or BIDP IRA Advisory as a sweep investment option. For more information, please contact your D.A. Davidson Financial Professional.

For ERISA advisory accounts (using the MMF), participation in the Cash Management Program is required and your account is automatically enrolled upon opening.

Summary of our Compensation and Conflicts of Interest

For brokerage accounts (including IRAs) and taxable advisory accounts (using BIDP), D.A. Davidson receives significant compensation in connection with the BIDP, described in further detail under "Payments Related to the BIDP and BIDP Advisory". The Program Banks pay an amount (the "Total All-in Cost of Funds Amount") based on the amount of customer cash balances in the BIDP, which are allocated as follows on a monthly basis: (i) fees to be paid to the Administrator, as defined below (the "Administrator Fee"); (ii) fees paid to us (the "Davidson Fee"); and (iii) interest paid to customers (the "Customer Interest"). As described in detail below, D.A. Davidson sets the rate applied to customer cash balances that determines the Customer Interest (the "Customer Interest Rate"). Once the Administrator Fees and Customer Interest are allocated, the remaining amount is the Davidson Fee. Typically, the Davidson Fee significantly exceeds the Customer Interest. During a low market interest rate environment, substantially all of the Total All-in Cost of Funds Amount paid by Program Banks is being paid to D.A. Davidson as the Davidson Fee. This compensation presents a conflict of interest in that it gives D.A. Davidson a financial incentive to encourage customers to participate and maintain or increase cash balances in the BIDP and to set a lower Customer Interest Rate (which in turn increases the Davidson Fee). The Davidson Fee is not shared with your D.A. Davidson Financial Professional.

For advisory IRAs (using BIDP IRA Advisory), D.A. Davidson receives compensation in connection with BIDP IRA Advisory, described in further detail under "Payments Related to the BIDP and BIDP Advisory." Like BIDP, the Program Banks pay a Total All-in Cost of Funds Amount based on the amount of customer cash balances in the BIDP IRA Advisory and that amount is allocated as follows on a monthly basis: (i) an Administrator Fee, (ii) the Davidson Fee, and (iii) Customer Interest. However, the Davidson Fee is a monthly level fee per account, which is determined by D.A. Davidson and linked to the Federal Funds Target Rate and not based on the amount of customer cash balances in the BIDP IRA Advisory. This compensation presents a conflict of interest in that it gives D.A. Davidson a financial incentive to encourage customers to participate in the BIDP IRA Advisory and to set a higher Davidson Fee (which in turn decreases the Customer Interest). The Davidson Fee is not shared with your D.A. Davidson Financial Professional. Each month D.A. Davidson sets the rate applied to customer cash balances that determines the Customer Interest in a manner that ensures the Administrator Fees and Davidson Fees are appropriately allocated for that month and that any prior month shortfall or surplus to the Administrator Fee is reconciled. This reconciliation presents a conflict of interest in that it means that in some interest rate environments, clients entering BIDP IRA Advisory can receive a lower interest rate effectively to covering a shortfall in the Administrator Fee that occurred in prior months when those clients were not invested.

For ERISA advisory accounts (using the MMF), or other advisory accounts as D.A. Davidson may designate from time to time to use the MMF, D.A. Davidson does not receive compensation for using the MMF. D.A. Davidson does, however, receive an advisory fee for all assets in an advisory account, included those using the MMF.

To the extent permitted by law, customers with advisory accounts (except ERISA advisory accounts) will pay an advisory fee on all of the assets in those accounts, including cash balances in the BIDP and BIDP IRA Advisory, which means that D.A. Davidson receives two levels of fees on the cash balances, both the asset-based advisory fee and compensation from the BIDP and BIDP IRA Advisory. This presents a conflict of interest in that it gives D.A. Davidson a financial incentive to maintain a portion of your advisory accounts in the BIDP and BIDP IRA Advisory. With respect to advisory accounts, in certain low interest rate environments the interest you earn on your cash balances in the BIDP and BIDP IRA Advisory can be less than the advisory fee you pay on those assets. You can choose instead to maintain your cash balances in a brokerage account where no asset-based fees are applied to cash balances.

Information About Your Relationship with D.A. Davidson And the Program Banks

For brokerage accounts (including IRAs) taxable advisory accounts (using BIDP) and advisory IRA accounts (using BIDP IRA Advisory), D.A. Davidson acts as your agent in establishing the BIDP and BIDP IRA Advisory relationship at each Program Bank. All transactions with respect to BIDP and BIDP IRA Advisory must be directed by D.A. Davidson and all information concerning your funds held at a Program Bank can only be obtained from D.A. Davidson. Your funds are accounted for through a book entry on the record of each Program Bank and by records maintained by D.A. Davidson as your custodian. No evidence of ownership, such as a passbook or certificate will be issued to you. However, the funds we deposit in Program Banks through BIDP and BIDP IRA Advisory as your agent belong to you, and not to us.

Your D.A. Davidson account statements will reflect your BIDP and BIDP IRA Advisory balances at each of the Program Banks. You should retain your D.A. Davidson account statements for your records. You can, at any time, obtain information about the Program Banks where your funds are held by contacting your Financial Professional.

The Program Banks have no obligation to accept instructions from you or provide you with information concerning your funds held at the Program Bank.

D.A. Davidson can, in its sole discretion, terminate your use of the BIDP or BIDP IRA Advisory as a sweep investment option. If D.A. Davidson terminates your use of the BIDP or BIDP IRA Advisory as a sweep investment option, you can establish a direct depository relationship with each Program Bank, subject to its rules with respect to establishing and maintaining funds on deposit.

Similarly, if you decide to terminate your participation in the BIDP or BIDP IRA Advisory, you can establish a direct depository relationship with each Program Bank, subject to its rules with respect to establishing and maintaining funds on deposit. Funds deposited and held directly at a Program Bank may pay higher or lower interest rates than deposits held through BIDP or BIDP IRA Advisory. Funds deposited and held directly at a Program Bank also do not have an automatic sweep from your D.A. Davidson brokerage or advisory account; they are separate and apart from your D.A. Davidson accounts. As a result, your fund balances at the Program Bank will no longer be reflected in your D.A. Davidson account statement and D.A. Davidson will have no further responsibility concerning your depository accounts with the Program Bank.

As described above, when using BIDP or BIDP IRA Advisory you will not have a direct account relationship with the Program Banks. However, (i) use of BIDP or BIDP IRA Advisory constitutes an obligation of a Program Bank and is not directly or indirectly an obligation of D.A. Davidson; (ii) your D.A. Davidson account statements will reflect which Program Bank(s) hold your cash deposits and the amount held; and (iii) in the unlikely event of a D.A. Davidson failure, the Program Bank(s) may become a direct obligor to you with respect to the accounts holding your funds. Publicly available financial information concerning each Program Bank is available at ffiec.gov/nicpubweb/nicweb/nichome.aspx or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200.

D.A. Davidson does not guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning such Program Banks.

For ERISA advisory accounts (using the MMF), D.A. Davidson is acting as your agent in establishing your automatic sweep into the MMF. Your ownership of the MMF will be accounted for through records maintained by D.A. Davidson as your custodian and your D.A. Davidson account statements will reflect your balance with the MMF. You should retain your D.A. Davidson account statements for your records and can, at any time, obtain information about the MMF holdings by contacting your Financial Professional.

You can own the MMF separately in any brokerage or advisory account(s), but such holdings would not be subject to the automatic sweep feature.

The BIDP and BIDP IRA Advisory

Introduction

Through BIDP and BIDP IRA Advisory the available cash balances in your accounts at D.A. Davidson are automatically deposited into a Deposit Account at one or more FDIC-insured Program Bank(s). The deposits occur on the business day after funds are received provided the funds are received prior to the cashing deadline.

By having multiple Program Banks participating in the BIDP and BIDP IRA Advisory, D.A. Davidson can spread your cash balances among the Program Banks to provide eligibility for greater FDIC coverage than you would have if your cash deposits were held only in a single bank. The number of Program Banks participating in the BIDP and BIDP IRA Advisory is subject to change. An increase in the number of Program Banks could increase the amount of the deposits potentially eligible for FDIC coverage; D.A. Davidson, however, cannot guarantee the total amount of FDIC insurance available at any given time. D.A. Davidson will deposit the available cash from your brokerage or advisory account into Deposit Accounts in each Program Bank per the FDIC Insured Cash Sweep Priority List ("Priority List") up to the Applicable Deposit Limit (i.e., \$246,500 for each ownership category).

Cash balances are deposited into the Program Banks based on the capacity for brokered deposits at each Program Bank. The balances are distributed by priority, based on your state, type of account and any restrictions you have requested, as described in dadavidson.com/Portals/0/bus-wm/bank%20list/Priority_Bank_List.pdf. The maximum deposit amount set by BIDP and BIDP IRA Advisory at a Program Bank will not exceed the Applicable Deposit Limit. ***Note: The funds you have on deposit at a Program Bank, including deposits outside of your D.A. Davidson accounts and unaffiliated with the BIDP and BIDP IRA Advisory Program, will be aggregated to determine whether your funds exceed the FDIC's SMDIA. It is your sole responsibility to monitor and aggregate the total balances you have across your accounts with the Program Banks, including those through BIDP and BIDP IRA Advisory and those you have on deposit outside of BIDP and BIDP IRA Advisory to ensure that your deposit amounts held per Program Bank per depositor for each ownership category, directly or indirectly (with the bank and through your D.A. Davidson Account) do not exceed the SMDIA (currently \$250,000 per ownership category). Amounts you hold at any Program Bank in excess of the SMDIA will not be eligible to receive FDIC insurance coverage.***

Once funds equal to the Applicable Deposit Limit have been reached in each available Program Bank per the Priority List, any additional funds will be deposited into the MMF. For more complete information about the MMF, including all charges and expenses, please contact your Financial Professional for a free prospectus or you can access it at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/Dreyfus-Funds. We encourage you to read the prospectus carefully. You may obtain information with respect to the current yields available on the MMF by accessing our website or by contacting your Financial Professional. Excess funds invested in the MMF will not be eligible for FDIC insurance coverage but will be subject to SIPC protection up to the SIPC protection limit for securities. D.A. Davidson does not receive compensation for customer funds invested in the MMF.

Priority List

The Priority List of Program Banks, listed in the order in which your funds will be deposited, is available at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending. If all Program Banks on the Priority List have received your funds up to the Applicable Deposit Limit, any excess amounts in available funds will be invested in the MMF within one business day of such determination.

There may be times in which a Program Bank is closed for business or temporarily unable to accept additional funds. In such event, funds will be placed at the next available Program Bank on the Priority List. When a Program Bank that was closed or temporarily unable to accept funds is again able to accept funds, available cash balances will be placed in that Program Bank according to its position on the Priority List.

You cannot change the order of the Program Banks on the Priority List. However, the order of the Program Banks on the Priority List is subject to change at any time without notice to you.

You can, at any time, designate a Program Bank be ineligible to receive your funds. This will result in your funds being deposited into a Deposit Account at the next Program Bank on the Priority List. If you have funds on deposit at a particular Program Bank outside of BIDP or BIDP IRA Advisory (such as a checking or savings account or certificates of deposit) and you wish to maximize your FDIC insurance coverage, you should consider designating that Program Bank as ineligible for BIDP or BIDP IRA Advisory. In addition, you can at any time instruct us to remove your funds from a Program Bank, designate a Program Bank as ineligible to receive future deposits, or elect to not use the BIDP or BIDP IRA Advisory Programs. Any such requests must be communicated to your D.A. Davidson Financial Professional.

Changes to Program Banks

Participating Program Banks can change from time-to-time and will become effective immediately upon such change. One or more of the Program Banks may be replaced with a Program Bank not previously included, or a Program Bank might be removed. We post any changes to the Program Banks to our website dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending and provide notification to you in your D.A. Davidson account statement in advance of making such changes. In the event of any such change, on the day on which the revised Priority List is effective your previously deposited funds will be reallocated among the Program Banks on the revised Priority List in accordance with our deposit procedures.

What Happens If the Program Banks Cannot Accept Deposits

If all the Program Banks have reached capacity to accept additional deposits or accepting deposits is otherwise unfeasible, your next available funds will be invested in the MMF within one business day of such determination. Such cash balances will be held in the MMF, as opposed to a Deposit Account, until such time as D.A. Davidson determines that there exists sufficient aggregate Program Bank capacity under the BIDP and BIDP IRA Advisory to accept both (i) the then current MMF investments made resulting from the lack of capacity, and (ii) anticipated future cash balances. At such time, new cash deposits in the BIDP and BIDP IRA Advisory will be allocated to the Program Banks on the Priority List, as detailed above. Amounts invested in the MMF will be converted to cash, at the then current market price, and then allocated to the Program Banks on the Priority List as detailed above.

Payments Related to the BIDP and BIDP Advisory

D.A. Davidson receives payments from each Program Bank and indirectly from you for management, accounting, recordkeeping, and other services associated with the BIDP and BIDP IRA Advisory.

In exchange for making your funds available for deposit in the Program Banks, each Program Bank on a monthly basis pays the Total All-in Cost of Funds Amount based on the daily total deposit balances for eligible accounts at that bank multiplied by a negotiated annualized rate (compounded daily or monthly) (the "Total All-in Cost of Funds Rate"). The negotiated Total All-in Cost of Funds Rate regularly differs between Program Banks and, while it can be fixed, is generally a variable rate based on one of the Federal Funds effective rate, the Federal Funds target rate or the Secured Overnight Financing Rate ("SOFR"), plus an additional yield.

As described above, the Total All-in Cost of Funds Amount is allocated as follows on a monthly basis: (i) the Administrator Fee, (ii) the Davidson Fee, and (iii) the Customer Interest. The Administrator Fee is the amount (less than 1% of cash balances in BIDP and BIDP IRA Advisory) paid to a third-party service provider (the "Administrator"). By participating in the Cash Management Program, you authorize the Administrator to receive such Administrator Fee for its services. The Davidson Fee is the amount paid to D.A. Davidson for management, accounting, recordkeeping, and other services provided by D.A. Davidson associated with the BIDP and BIDP IRA Advisory. The Customer Interest is the amount paid to customers and is credited to the Deposit Account. Financial Professionals do not receive any of the Total All-in Cost of Funds Amount paid by the Program Banks.

For brokerage accounts (including IRAs) and taxable advisory accounts (using BIDP), the Customer Interest is based on the total household account balances in the BIDP and an interest rate set in D.A. Davidson's sole discretion. Please refer to the BIDP Tiered Rates at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/BIDP-Tiered-Rates for applicable interest rates and yield. D.A. Davidson may change applicable rates and increase or reduce its Davidson Fee at any time without prior notice to you. **For advisory IRA accounts (using BIDP IRA Advisory),** the Customer Interest is based on the amount remaining after the fixed per account Davidson Fee, and the Customer Interest portion to be paid to you based on the Federal Funds Target rate. Please refer to the IRA Advisory BIDP Rates at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/IRA-Advisory-BIDP-Rates for your applicable interest rate or yield and the level Davidson Fee amount retained for each advisory IRA you own. In both BIDP and BIDP IRA Advisory the Davidson Fee can be up to 100% of the monthly Total All-in Cost of Funds Amount (less the Administrator Fee).

The Customer Interest Rate you receive for participating in the BIDP and BIDP IRA Advisory is based on industry comparables (selected by D.A. Davidson) of the yields of other broker dealers. It is not based on the yields provided by other cash or cash equivalents such as money market funds. Your yield will be higher or lower than the interest rates available to depositors making deposits directly with the Program Bank or other depository institutions in comparable accounts, and for investments in other cash equivalents.

D.A. Davidson & Co. – Cash Management Program Disclosure Statement

and investment products, such as money market funds. You should compare the terms, yields, required minimum amounts, and other features of the BIDP and BIDP IRA Advisory option with other accounts and alternative investments.

The yield you receive may change daily and will be available on the business day the rates are set. Customer Interest will accrue on cash balances in the Deposit Accounts established through BIDP and BIDP IRA Advisory (and FDIC insurance coverage will be eligible to apply) from the day funds deposited into a Program Bank through the business day preceding the date of withdrawal from the Program Bank. Customer Interest will not accrue from the time funds are received by D.A. Davidson until those funds are received by the Program Bank.

Conflicts of Interest

For BIDP in brokerage accounts (including IRAs) and taxable advisory accounts (using BIDP), D.A. Davidson's ability to set the Customer Interest Rate creates a conflict of interest, because D.A. Davidson has a financial incentive to increase the fee it receives. The lower the Customer Interest Rate, the higher the Davidson Fee. As indicated above, the Customer Interest (and the resulting Davidson Fee) is established based on your total household assets with D.A. Davidson as determined at the end of each month. In certain interest rate environments, the lower your total household assets, the lower the portion of the Total All-in Cost of Funds Amount goes to your Customer Interest Rate and the higher the portion of the Total All-in Cost of Funds Amount goes to the Davidson Fee (along with the Administrator Fee payable to the Administrator). Please refer to the BIDP Tiered Rates at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/BIDP-Tiered-Rates for the applicable interest rate or yield based on household balances. These thresholds can be changed at any time by D.A. Davidson in its sole discretion and without notice to you.

You can direct your Financial Professional to link your account to other accounts held by yourself or members of your household. D.A. Davidson is not responsible for identifying accounts that are eligible to be linked for purposes of determining your total household asset balance. It is your obligation to notify D.A. Davidson of accounts that should be linked. You may contact D.A. Davidson for more information or to give D.A. Davidson instructions with respect to linking eligible accounts. Normally a "household" will consist of the accounts owned by you, including joint accounts, as well as those of your spouse or domestic partner living with you, children and parents. D.A. Davidson in its sole discretion reserves the right to grant exceptions to its general householding policy. Please note that treating accounts as part of a single household relationship does not result in the commingling of any assets held in your accounts.

The aggregate balance of all "linked" accounts is referred to as your "Household Balance." Your Household Balance determines your Customer Interest Rate and therefore the amount of Customer Interest paid to you. In certain interest rate environments, customers with greater Household Balances will receive a higher Customer Interest Rate than customers with lower Household Balances. D.A. Davidson will determine your Household Balance at the end of each month and the corresponding Customer Interest Rate. The Customer Interest Rate will be applied to your cash balances daily the following month until your Household Balance is reviewed at the end of the month.

The Davidson Fee paid to D.A. Davidson and the Administrator Fee paid to the Administrator reduces the Customer Interest Rate paid on your cash. You should understand that the yields for brokerage accounts (including IRAs) and taxable advisory accounts using BIDP have been and may continue in the future to be lower than the aggregate fees and expenses received by D.A. Davidson for your participation in the Cash Management Program. This can result in you experiencing a negative overall investment return with respect to cash reserves in the BIDP. The Davidson Fee is in addition to the ongoing advisory fee that you pay D.A. Davidson and your Financial Professional on your advisory account. See D.A. Davidson's dadavidson.com/Portals/0/bus-corp/Disclosures/da_davidson_co/form_adv_2a_wrap_fee_brochure.pdf for more information about your advisory accounts and associated conflicts related to the cash balances.

As discussed further below, the Total All-In-Cost-of-Funds Rate paid by the Program Banks is set by the Program Banks. The Program Banks are incentivized to set a lower All-In-Cost-of-Funds Rate, because the lower the All-In Cost of Funds Rate they pay, the more they can earn on loans or investments funded by the customer deposits they obtain. The Program Banks do not have any duty to maximize the Total All-In Cost of Funds Rate that they pay. By contrast, the MMF has a fiduciary obligation to seek to maximize its return to investors (net of fees and expenses), consistent with its disclosed investment policy and prudent risk management practices.

For advisory IRA accounts (using BIDP IRA Advisory), D.A. Davidson's ability to set the Davidson Fee creates a conflict of interest, because D.A. Davidson has a financial incentive to increase the fee it receives, and a higher Davidson Fee indirectly lowers the interest rate customers receive from the Program Banks. However, the Davidson Fee in BIDP IRA Advisory is not based on the daily deposit balance you hold in BIDP IRA Advisory and does not vary and is not affected by the actual amounts held in the BIDP IRA Advisory program or in your account. For BIDP IRA Advisory, D.A. Davidson receives a monthly level per account fee each month as outlined in the BIDP IRA Advisory Fee Schedule available at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/IRA-Advisory-BIDP-Rates. The schedule is indexed to the then current Federal Funds target interest rate ("FFT Rate"). Under the fee schedule, increases in the FFT rate will result in increased compensation for D.A. Davidson. D.A. Davidson can change the BIDP IRA Advisory Fee Schedule upon 30 days advance written notice to you. If you are in the BIDP IRA Advisory program for a partial month, D.A. Davidson will not prorate your Davidson Fee for BIDP IRA Advisory, meaning D.A. Davidson will receive this fee at any point in the month that you enter BIDP IRA Advisory and even if you leave at any point in the month.

The current FFT Rate can be found at federalreserve.gov/monetarypolicy/openmarket.htm. Please refer to the BIDP IRA Advisory Fee Schedule and IRA Advisory BIDP Rates at dadavidson.com/Individuals/Wealth-Management/Saving-Credit-Lending/IRA-Advisory-BIDP-Rates for the schedule, current interest rates and current IRA Advisory Sweep Fee. By participating in the BIDP IRA Advisory program, you authorize D.A. Davidson to set and collect the Davidson Fee as described herein.

The Davidson Fee will not be seen on your statement. The Davidson Fee for BIDP IRA Advisory may be greater than the fees D.A. Davidson receives from other sweep investment options. Other than the Davidson Fee, there will be no charges, fees or commissions received by D.A. Davidson with respect to the BIDP IRA Advisory program.

Each month D.A. Davidson sets the rate applied to customer cash balances that determines the Customer Interest in a manner that ensures the Administrator Fees and Davidson Fees are appropriately allocated for that month and that any prior month shortfall or surplus to the Administrator Fee is reconciled. This reconciliation presents a conflict of interest in that in certain interest rate environments, it means that clients entering BIDP IRA Advisory can receive a lower interest rate, effectively to cover a shortfall in the Administrator Fee that occurred in prior months when those clients were not invested.

The Davidson Fee paid to D.A. Davidson and the Administrator Fee paid to the Administrator reduces the Customer Interest paid on your cash, depending on the Total All-In-Cost-of-Funds Rate and other market factors. You should understand that the yields on the BIDP IRA Advisory program have been and may continue in the future to be lower than the aggregate fees and expenses received by D.A. Davidson for your participation in the BIDP IRA Advisory program. This can result in you experiencing a negative overall investment return with respect to cash reserves in the BIDP IRA Advisory program. The Davidson Fee paid by you, is in addition to the ongoing advisory fee that you pay D.A. Davidson and your Financial Professional on your advisory account. See D.A. Davidson's dadavidson.com/Portals/0/bus-corp/Disclosures/da_davidson_co/form_adv_2a_wrap_fee_brochure.pdf for more information about your advisory accounts and associated conflicts related to the cash balances.

The MMF

ERISA and 403(b) advisory accounts custodied at D.A. Davidson are not eligible to participate in the BIDP or BIDP IRA Advisory. Instead, uninvested cash balances in these accounts are automatically invested and swept into the MMF.

D.A. Davidson's Cash Management Program automatically sweeps cash balances in your ERISA and 403(b) accounts into the MMF on the business day after funds are received provided the funds are received prior to the cashing deadline. If you have pending transactions or obligations that require satisfaction from your account, such amounts are deducted from any amount to be swept to the MMF. Shares are purchased at the current net asset value of the MMF. Shares of the MMF will be automatically purchased or redeemed through your account whenever you provide an instruction to liquidate your shares of the MMF, or you have an obligation in your account that requires such liquidation. D.A. Davidson will not be obligated to reimburse you for liquidity fees charged by the MMF, nor will D.A. Davidson be obligated to advance to you any funds not redeemed by the MMF due to their imposition of redemption limitations (or gates). Dividends received with respect to the shares in the MMF will be automatically reinvested in shares of the MMF and credited to your account as reflected on your periodic D.A. Davidson account statement.

The terms and conditions and the type of yield offered by the MMF in the Cash Management Program are described within the prospectus for the fund. **The MMF has varying investment risks and as securities there is no guarantee provided by the MMF or D.A. Davidson regarding any return of principal or interest.** D.A. Davidson reserves the right to change the availability of MMF through the Cash Management Program at any time and will provide you with notice prior to any such change as well as the alternatives available to you upon any such change. Although the MMF attempts to preserve the value at \$1.00 per share, as with any investment, the valuation of shares in the MMF may fluctuate at any time.

Although not a part of our Cash Management Program or subject to an automatic sweep feature, D. A. Davidson offers several other money market mutual funds that can be purchased for customer accounts. This means that if you want to add or withdraw cash from these money market mutual funds you will have to have your Financial Professional enter a trade to accomplish such action and you can incur a commission or other fee in connection with that transaction. Please contact your D.A. Davidson Financial Professional for more information. These money market mutual funds may be more appropriate than the Cash Management Program for customers who have a cash allocation as part of their investment strategy or otherwise in tend to maintain a significant cash balance over longer periods of time.

An investment in a money market mutual fund such as the MMF is not insured or guaranteed by the FDIC but is protected by SIPC coverage. See "Information About FDIC Insurance and SIPC" below. Although retail money market mutual funds typically seek to preserve the value of an investment at \$1.00 per share, there can be no assurance that will occur, and it is possible to lose money should the fund value per share fall. Most money market mutual funds are required to seek to maintain a stable \$1.00 net asset value per share, but some are not. SIPC protection does not cover a loss in value below \$1.00 net asset value per share.

Information About Your Cash Balances in BIDP, BIDP IRA Advisory and the MMF

You will not receive trade confirmations for BIDP transactions, BIDP IRA Advisory transactions or MMF transactions. All transactions and activity in will be confirmed on your periodic D.A. Davidson account statement. Your D.A. Davidson account statement will reflect:

- All deposits to and withdrawals in BIDP, BIDP IRA Advisory, or the MMF
- The opening and closing balances in BIDP, BIDP IRA Advisory, and the MMF
- The closing balance at each Program Bank
- The interest rate and interest earned from BIDP, BIDP IRA Advisory and the MMF

D.A. Davidson is responsible for the accuracy of your statement, not the Program Banks or the MMF. Your Financial Professional can assist you in understanding your D.A. Davidson account statement and can answer any questions you have.

You can obtain information about your cash balances in BIDP and BIDP IRA Advisory, and the current interest rates/amounts by calling your Financial Professional.

Tax Information

For most customers, interest earned from the Cash Management Program will be taxed as ordinary income in the year it is received. A Form 1099 will be sent to you each year showing the amount of interest income you have earned through the Cash Management Program. You should consult with your tax adviser about how the Cash Management Program affects you.

Information About FDIC Insurance and SIPC

FDIC Insurance

Cash balances in BIDP and BIDP IRA Advisory other than deposits made into the MMF (including principal and accrued interest), together with other funds held in the same Program Bank in the same ownership category, are eligible for insurance coverage by the FDIC, an independent agency of the U.S. Government, up to the SMDIA (currently \$250,000 per Program Bank for each ownership category). Generally, any accounts or deposits that you maintain directly with a particular Program Bank, or through any other intermediary, in the same ownership category or insurable capacity would be aggregated with the cash balances in BIDP or BIDP IRA Advisory for purposes of the \$250,000 federal deposit insurance limit. In the event a Program Bank fails, your deposits at the Program Bank, including cash balances in BIDP or BIDP IRA Advisory (other than deposits held in the MMF) are eligible for FDIC insurance, up to the SMDIA, for principal and interest accrued until the date the Program Bank is closed. Excess deposits swept to the MMF are not eligible for FDIC insurance, but are subject to SIPC protection, as discussed below.

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 aggregate those deposits for purposes of the \$250,000 federal deposit insurance limit with any other deposits that you own in the same ownership category or insurable capacity at the Program Bank. Examples of accounts that can be subject to this FDIC policy include joint accounts, "payable on death" accounts and certain trust accounts. The FDIC provides a six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

You are responsible for monitoring the total amount of deposits that you hold with any one Program Bank, directly or through an intermediary, whether deposited through BIDP and BIDP IRA Advisory or outside of BIDP and BIDP IRA Advisory, for you to determine the extent of deposit insurance coverage available to you on your deposits, including cash balances in the BIDP and BIDP IRA Advisory. D.A. Davidson is not responsible for any insured or uninsured portion of the cash balances in BIDP or BIDP IRA Advisory or any other deposits.

If federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and D.A. Davidson is under no obligation to credit your account with funds in advance of payments received from the FDIC. Furthermore, you can be required to provide certain documentation to the FDIC and D.A. Davidson before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you might be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your BIDP or BIDP IRA Advisory Deposit Accounts or other deposits at the Program Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquirer until (i) the maturity date of any 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 capacity for purposes of federal deposit insurance. Any deposit opened at the Program Bank after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

The application of the \$250,000 federal deposit insurance limit is illustrated at [fdic.gov/resources/deposit-insurance/understanding-deposit-insurance/](https://www.fdic.gov/resources/deposit-insurance/understanding-deposit-insurance/) and by several examples described below.

If you have cash balances in a single ownership account at a Program Bank through BIDP or BIDP IRA Advisory, and you have a joint ownership account with one or more people at through BIDP or BIDP IRA Advisory at the same Program Bank, you will be insured for up to \$250,000 for your single ownership account and also insured separately for your ownership interest up to \$250,000 for all of your joint ownership accounts. This means joint accounts, where each individual has full rights of withdrawal, would be eligible for insurance coverage up to \$500,000 (\$250,000 for each person).

If you have cash balances in a single ownership account at a Program Bank through BIDP or BIDP IRA Advisory, and you have a cash balance in a single ownership account directly at the same Program Bank, you will only be insured for up to \$250,000 across both accounts. You are responsible for monitoring the total amount of deposits that you hold with any one Program Bank.

If you have cash balances in a single ownership account at a Program Bank through BIDP or BIDP IRA Advisory, and another single ownership account in a different financial institution or directly with a different Program Bank, you will be insured for up to \$250,000 for your single account deposits at each Program Bank.

If you have cash balances in two single ownership accounts at a Program Bank, one through BIDP and the other through BIDP Advisory IRA, then your account will be eligible for insurance up to \$250,000 for the balance of the funds in the BIDP. You will also separately be eligible for insurance up to \$250,000 for the funds in the BIDP IRA Advisory, because IRAs are in a different account ownership category.

Questions About FDIC Deposit Insurance Coverage

If you have questions about basic FDIC insurance coverage, please contact your Financial Professional. You may wish to seek advice from your attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You can also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Depositor and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone 877-275-3342 or 800-925-4618 (TDD)), by visiting the FDIC website at [fdic.gov/deposit/index.html](https://www.fdic.gov/deposit/index.html) or by e-mail using the FDIC's On-line Customer Assistance Form available on its website.

SIPC Coverage

SIPC is a non-profit membership corporation created by the Securities Investor Protection Act of 1970, funded primarily by its members who are securities brokerage firms registered with the U.S. Securities and Exchange Commission. SIPC provides protection

for customer assets held at member securities brokerage firms, like D.A. Davidson, in the event such firms become insolvent. SIPC does not insure against the loss of your investment due to market volatility or a decline in the value of your securities. SIPC protects against the loss of customer securities and cash up to a total of \$500,000 (of which up to \$250,000 can be cash) per customer in each separate capacity under SIPC rules. Additional amounts can be covered by additional SIPC-like coverage obtained by D.A. Davidson.

Money market mutual fund shares are considered to be securities for purposes of SIPC coverage. Balances maintained in the BIDP or BIDP IRA Advisory at each Program Bank are not protected by SIPC or excess coverage, if any, purchased by D.A. Davidson. Excess funds swept to the MMF or use of the MMF in ERISA and 403(b) accounts are protected by SIPC, up to the limits discussed above.

If you have questions about SIPC protection and additional SIPC-like coverage, please contact your D.A. Davidson Financial Professional. You can also obtain information about SIPC protection, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at sipc.org.

Risks and Considerations

Interest Rate Risk and Negative Interest Rates. Global economic conditions, including negative inflation and currency valuations, have caused some foreign central banks to implement a negative interest rate policy in which banks must pay the central bank to hold reserves and depositors must pay their bank to maintain their deposits. The U.S. is not currently in a negative interest rate environment, nor does D.A. Davidson have any indication that the Federal Reserve Board will adopt a policy that results in negative interest rates. However, if such a policy is adopted, D.A. Davidson, in its sole discretion, may charge your account a fee for maintaining funds deposited through the BIDP for brokerage accounts (including IRAs) and taxable advisory accounts. The fee will compensate D.A. Davidson for costs incurred in maintaining your funds on deposit through the BIDP for brokerage accounts (including IRAs) and taxable advisory accounts. The fee may be in addition to the Davidson Fees received by D.A. Davidson from the Program Banks.

If a fee is charged, the fee would be determined on the last business day of each month based on your average cash balance in the BIDP for brokerage accounts (including IRAs) and taxable advisory accounts during the preceding month. The fee will appear on your D.A. Davidson account statement. The fee may be increased or decreased at any time to reflect the costs incurred by D.A. Davidson related to the negative interest rate. D.A. Davidson may eliminate the fee at any time. Information regarding the fee will be available at dadavidson.com or from your Financial Professional.

Note on Money Market Mutual Funds. To assess your cash sweep options, you should understand the key differences between the Cash Management Program and money market mutual funds. D.A. Davidson's Cash Management Program is not an SEC registered mutual fund and is comprised of bank sweep vehicles under which your uninvested cash balances are swept to, and depending on the type of account you have, held in, Deposit Accounts at the Program Banks that are regulated by bank regulatory agencies under various federal and/or state banking laws and regulations or in the MMF. Money market mutual funds are registered under both the Investment Company Act of 1940 and the Securities Act of 1933.

Retail money market mutual funds seek to maintain a stable share price of \$1.00 through investments made consistent with that money market fund's investment strategy. A money market mutual fund position does not, however, constitute a bank deposit, is not guaranteed as to interest or principal, is not insured by the FDIC, is subject to investment risk and may lose value. Conversely, under the BIDP and BIDP IRA Advisory, the Total All-In Cost of Funds is set at the discretion of the Program Banks and the Customer Interest you receive from the Program Bank is set in part by D.A. Davidson.

The Customer Interest Rate earned on your deposits in Program Banks through BIDP and BIDP IRA Advisory will fluctuate and under different market conditions can be greater or less than the then current yield on a money market mutual fund. While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available (less fees and expenses) consistent with its disclosed investment policy, the Program Banks accepting deposits through BIDP and BIDP IRA Advisory are under no such obligation. Program Banks earn money on the difference between the interest paid to customers on deposits and the interest earned on loans to third parties. Thus, in setting interest rates, the Program Banks seek to pay as low a rate as necessary based on market and business conditions. Because the Program Banks have discretion over the setting of interest rates for deposits, the interests of the Program Banks with respect to the setting of this rate are different than yours. Moreover, as part of BIDP for brokerage accounts (including IRAs) and taxable advisory accounts, D.A. Davidson has discretion in determining how much of the Total All-in Cost of Funds Amount paid by the Program Banks is paid to you, and how much is paid as the Davidson Fee to D.A. Davidson. Because D.A. Davidson has discretion over the amount of the Davidson Fee paid by the Program Banks to D.A. Davidson and the amount of the Customer Interest Rate paid to you, D.A. Davidson has a conflict of interest, and the interests of D.A. Davidson with respect to the setting of this Customer Interest Rate are different than yours.

Although money market funds seek to preserve the value of your investment at \$1.00 per share, an investment in such a fund is subject to several risks as described in the money market fund's prospectus, including market risk, which could cause you to lose money. While cash balances held in deposit with the Program Banks are not subject to market risk, they are subject to the risk of failure of each such Program Bank (subject to FDIC insurance coverage up to applicable limits).

Some money market mutual funds pay certain fees to D.A. Davidson, for distribution, administrative and/or marketing services. These fees are disclosed in the prospectus. A money market mutual fund typically deducts ongoing fees from the fund's assets, such as management fees, shareholder service fees, operating expenses, advisory fees, and 12b-1 fees, which is part of the fund's expense ratio that customers bear indirectly as shareholders of the money market mutual fund. While the MMF that is part of the Cash Management Program operates in the same way as other money market mutual funds by deducting these ongoing fees from its assets, the MMF does not pay any such fees to D.A. Davidson (including 12b-1 fees). Note, however, that the money market funds outside of the Cash Management Program may provide D.A. Davidson with payments and reimbursements in support of educational and marketing efforts. For more information about these payments, the conflicts of interest related to these payments

and how these conflicts are managed, we recommend that you read D.A. Davidson's Regulation Best Interest Disclosures available at dadavidson.com/Disclosures.

Changes to the Cash Management Program. As discussed above, market conditions affect the Total All-in Cost of Funds Rate that the Program Banks are willing to pay, and D.A. Davidson has discretion to determine that portion of the Total All-in Cost of Funds Amount that is paid to D.A. Davidson as the Davidson Fee, which reduces the Customer Interest Rate paid to customers. In extreme market conditions, this could result in negative interest rates. See discussion of Risk and Other Considerations above.

In addition, during extreme market conditions that affect Program Banks, D.A. Davidson reserves the right, without giving you prior notice, to limit the number of Program Banks that receive deposits, or to eliminate one or more Program Banks from receiving deposits, through BIDP and BIDP IRA Advisory. Similarly, a Program Bank itself could decide to refuse to accept additional deposits through BIDP and BIDP IRA Advisory. In those cases, the aggregate amount of your funds that can be placed in Program Banks and be eligible for FDIC insurance coverage through BIDP and BIDP IRA Advisory will be reduced. Further, if any Program Bank participating in the BIDP or BIDP IRA Advisory fails, there may be delays or limits on the ability to access funds deposited to that Program Bank. See discussion of FDIC Insurance under the Information About FDIC Insurance and SIPC section above. In addition, in extreme market conditions, the MMF could refuse to accept additional deposits, or could impose a liquidity fee upon redemptions. In that event, D.A. Davidson likely would seek an alternative MMF provider, but there is no guarantee that it would be able to find one willing to participate in the Program.

Finally, if D.A. Davidson determines in its discretion that market conditions require D.A. Davidson to make other changes to the Cash Management Program on an expedited basis, we reserve the right to do so without providing you with advance notice of the changes, but we will endeavor to give you notice of the change as soon as practicable after making the change.