

*SecurityYield*  
*(updated – September 18, 2019)*

**CREWS & ASSOCIATES, INC.**  
**Terms & Conditions**  
**Crews & Associates, Inc. Insured Deposit Account Agreement**

The following terms and conditions are incorporated into and are hereby made a part of the Insured Deposit Account Agreement entered into by Customer and Crews.

**1. Certain Definitions.** In this Agreement “you”, “your” and “yours” means Customer and “we”, “our” and “ours” means Crews. “Bank” means First Security Bank, 314 N. Spring, Searcy, Arkansas. Unless the context clearly indicates a contrary intent, a singular term includes the plural and vice versa. “Business Day” is any day that Bank is open for carrying on substantially all of Bank’s banking business, other than Saturday, Sunday or Federal Reserve Bank Holidays. “This Agreement” means this Insured Deposit Account Agreement and all agreements between Customer and Crews, including, without limitation, the Crews Brokerage Account Agreement, which such agreements, to the extent not contrary to the provisions hereof, are incorporated herein by this reference. “IDA” means the insured deposit account established pursuant to this Agreement by Crews, as your agent and custodian, with Bank. “Brokerage Account” means the brokerage account maintained by Customer with Crews.

**2. Deposit of Available Cash Balances.** By entering into this Agreement, you authorize Crews to deposit all available cash balances in your Crews Brokerage Account into interest bearing deposit accounts established by Crews, as your agent and custodian, with Bank.

**3. Deposit Accounts.** Available funds in your Crews Brokerage Account will be deposited by Crews in a Negotiated Order of Withdrawal (NOW) account established by Crews, as your agent and custodian at Bank. Crews will record by book entry all deposits to, withdrawals from, and earnings, if any, on, your beneficial interest in the account, and provide to Bank on a daily basis a statement of your interest in such account. No evidence of ownership, such as a passbook or certificate, will be issued to you by Bank. All funds in your Crews Brokerage Account which are eligible for deposit in a NOW account under applicable law will be deposited in the NOW account established by Crews pursuant to agreement with the Bank.

**4. NOW Account.** To the extent of funds on deposit in the NOW account established by Crews at Bank, as required by Federal banking regulations, the Bank has reserved the right to require seven (7) days prior written notice before any withdrawal. While the Bank has not advised Crews that it has a present intention of exercising that right, the Bank may do so in its discretion. If the Bank exercises that right with respect to any proposed withdrawal from your IDA, Crews will not be obligated to transfer funds from your IDA until such funds are released by Bank for withdrawal.

**5. Funds in Excess of FDIC Insurance.** By agreement between Crews and Bank, Bank has agreed to grant unto Crews, as your agent and custodian a Pledge and Security Agreement by which Bank grants unto Crews as your agent and custodian a security interest in marketable securities having a market value equal to 120% of the sum of all deposits in the Account, from time to time, in excess of \$250,000.00, against the transfer of funds by Crews, as agent and custodian, to Bank, with a simultaneous agreement by Bank to pledge the securities to Crews as agent on demand against the transfer of funds held in the Account in excess of \$250,000.00. The transfer of securities will be limited to funds on deposit in excess of \$250,000.00 and will not extend to any account which you may directly maintain with Bank, nor will the pledge extend to deposits in the Account which are insured by the FDIC.

**6. FDIC Insurance.** Bank is a member of the FDIC and its deposits are insured by the FDIC up to a specified amount (principal and accrued interest) per depositor in each insurable capacity (e.g., individual or joint). **The deposit insurance limit for each insurable capacity is \$250,000. Crews will notify Bank of the name(s) on your account(s) and the amounts held by Crews in each such account.**

Funds on deposit with Bank through your IDA are insured up to the applicable insurance limits per depositor when aggregated with all other deposits held by you in the same insurable capacity at Bank. Your funds become eligible for deposit insurance immediately upon deposit in your IDA at Bank. Any deposits that you maintain in the same insurable capacity with Bank, or through another intermediary or broker will be aggregated with your IDA at Bank for purposes of applying the maximum FDIC insurance limitation. **You are responsible for monitoring the total amount of deposits you have with Bank in order to determine the extent of deposit insurance available to you. Crews is not responsible for any insured or uninsured portion of your IDA at Bank. The pledged securities do not extend to balances in your**

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**IDA which are not insured by FDIC as a consequence of other deposit relationships you have with Bank outside your IDA.**

For purposes of determining applicable FDIC insurance coverage limits, generally, all of a person's accounts are counted together if they are of the same account type. For example, all IRAs for an individual are counted together towards the retirement account FDIC insurance limits, and all of a person's individual accounts (including, for example, accounts held as a sole proprietorship) are counted together toward the non-retirement account FDIC insurance limits. But accounts of different types (such as an IRA, joint account, corporate account or individual account) are not aggregated with each other for purposes of these limits.

You may wish to consult your attorney concerning FDIC insurance coverage of deposits held in more than one capacity. Further information regarding the availability of, and limits and limitations of FDIC deposit insurance coverage may be found at <http://www.fdic.gov>.

**7. SIPC Insurance.** Balances maintained in your IDA at Bank ARE NOT protected by the Securities Investor Protection Corp (SIPC) or any excess coverage purchased by Crews. You may obtain information about SIPC by contacting SIPC at 1-202-371-8300, or by visiting [www.sipc.org](http://www.sipc.org).

**8. Interest.** Bank will pay that rate of interest on the total of all IDA deposits held by Bank in the NOW Account at such rate as determined by Bank from time to time in its sole discretion. Neither Crews, nor any of its officers or directors, is in a position to influence the Bank in the determination of the rates of interest to be paid on the IDA deposits at Bank. The interest rates on each Customer's IDA will be tiered based on the value of each Customer's assets held in each Customer's Brokerage Account. The interest rate tiers will be determined by Crews and are subject to change, from time to time by Crews in its sole discretion. Further information regarding the tiers and the interest rates applicable to each tier are available from your Crews account representative. In general, the greater the value of your Crews Brokerage Account, including your deposits in the IDA, the higher the interest rate on your deposits in the IDA. Funds deposited into your IDA will begin to accrue interest on the business day of receipt by Bank up to, but not including, the day of withdrawal. Crews will generally deposit cash in your IDA on the first business day after the cash is received in your Crews Brokerage Account. Interest will be compounded daily and credited monthly to your IDA.

The interest rates paid with respect to your IDA at Bank may be higher or lower than the interest rates available on other deposit accounts offered by Bank, or on deposit accounts offered by other depository institutions. You should compare terms, interest rates, minimum balance requirements and other features of your IDA with other deposit accounts and alternative cash investments. You may obtain information regarding current interest rates and interest rate tiers by contacting your Crews account representative.

**8. Withdrawals.** All withdrawals from your IDA necessary to satisfy debits in your Crews Brokerage Account for securities and other transactions in your Crews Brokerage Account will be made by Crews as your agent. If you have elected check writing services or debit card services, checks written and purchases made utilizing your debit card will be charged against the balance in your IDA, subject to maximum daily transactional limits which may be imposed by Bank from time to time in its discretion. Neither Bank nor Crews will be obligated to honor any check or debit card transaction in excess of such daily transaction limit. If funds in your IDA are insufficient to satisfy any debit, the shortfall will be carried as a hold against the securities in your Crews Brokerage Account and until paid, will bear interest at such rate as shall be established by Crews from time to time. See Section 4 above regarding required prior notice of withdrawals which is applicable to funds on deposit in the NOW Account. The current amount of the daily transactional limit applicable to checks written or debit card transactions is available from your Crews account representative.

**9. Fees.** No direct fees will be assessed by Bank or Crews in connection with deposits in your IDA. No brokerage commission will be assessed by Crews with respect to any deposit, withdrawal or other transaction in your IDA. Certain fees may, however, be assessed by Bank against your IDA for services relating to use of the check writing privilege and the debit card privilege. A current schedule of such fees is available from your Crews account representative.

**10. Conflicts of Interest.** Crews and Bank are wholly owned subsidiaries of First Security Bancorp, an Arkansas corporation. Crews will receive no direct compensation from Bank as a result of the establishment of your IDA. Bank will receive no direct compensation from Crews as a result of the establishment of your IDA.

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- 11. Margin.** Funds on deposit in your IDA cannot be used for margin purposes.
- 12. Statements of Activity.** Your account statement with respect to your Crews Brokerage Account will reflect all activity with respect to your IDA, the total of your opening and closing balances, the interest earned for the period, the movement of funds between your IDA and your Crews Brokerage Account, and, if so elected, the payment of checks drawn against the balance in your IDA and purchases effected through the use of the debit card tied to your IDA. All statements will be considered conclusive and binding unless you object in writing within 10 days of the date the statement is mailed to you. Your Crews representative can assist you in understanding your statement and can respond to any questions you have. You should retain your statement for your records. You will not receive a statement from Bank.
- 13. Check Writing Privilege.** If you elected the check writing privilege with respect to your IDA, you authorize Bank to pay checks drawn against your IDA balances on the signature of the authorized signer(s) identified on Page 1 of this Agreement. You will only use checks provided by Bank for the exercise of check writing privileges with respect to your IDA. A fee may be charged for printed checks. You do not require Bank or Crews to comply with any restrictive legend on any item such as, 'void if not cashed within 90 days,' payment in full', or other marking that is not one of the following: drawee bank name and location, payee name, endorser name, drawer signature, and the magnetic ink characters across the bottom front of each item. You will not hold Bank or Crews responsible for any late return caused by an endorsement stamp or other marking outside the area allowed for it by law. You will not claim that Bank or Crews failed to exercise ordinary care because Bank's procedures do not require sight examination of each item with an amount below a figure which Bank sets periodically. If you want to stop payment on a check, you will provide to your Crews representative the check number, the date, payee name and the exact amount of the check. You understand that if either the check number or the amount of the check is not exact, the Bank's check processing equipment will not find the check in a timely fashion, and you will not hold Bank or Crews responsible. All stop payment orders must be confirmed in writing within 14 days. All stop payment orders expire after six (6) months. Crews and Bank reserve the right to terminate check writing privileges with respect to your IDA at any time in their respective sole discretion.
- 14. Debit Cards Privilege.** If you elected the debit card privilege with respect to your IDA, the number of debit cards requested will be issued by Bank. All debit cards must be signed immediately upon receipt. All debit cards remain the property of Bank and must be surrendered to Bank upon demand. You acknowledge that in the provision of debit cards, Bank and Crews are an accommodation party only, and, except as otherwise provided by law, neither Bank, nor Crews is responsible in any way for the manner in which the debit cards are utilized. Under no circumstances will Bank or Crews be responsible or liable for any loss associated with authorized or unauthorized use of the debit cards. You agree to be unconditionally and without limitation liable for all debits effectuated by the use of the debit cards, whether authorized or unauthorized, whether used by you or some other person, and whether arising from the debit cards lost or stolen. Neither Bank, nor Crews is responsible for the refusal of anyone to honor the debit cards. In the event of a lost debit card or of an unauthorized use of a debit card, you should immediately notify the Bank at 1-877-611-3118. Crews and Bank reserve the right to terminate debit card privileges with respect to your IDA at any time in their respective sole discretion. You acknowledge receipt of Bank's Electronic Funds Transfer Disclosure coincident herewith.
- 15. Modifications to Agreement.** Crews, in its discretion, may modify the terms, conditions and procedures which relate to your IDA. Crews will notify you of any such changes. All such notices may be made by letter or by entry on your Crews Brokerage Account statement.
- 16. IDA Obligation of Bank.** Your IDA is an obligation of Bank, and is not, directly, or indirectly, an obligation of Crews. You can obtain publicly available financial information about Bank at [www.ffiec.gov/nicweb/nichome.aspx](http://www.ffiec.gov/nicweb/nichome.aspx), or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Arlington, VA 22226, or by phone at 1-877-275-3342. Crews does not guarantee the financial condition of Bank or the accuracy of any publicly available financial information concerning Bank.
- 17. Disclosure of Nonpublic Personal Information.** By your execution of this Agreement, you authorize and direct Crews to disclose to Bank any information regarding you or your Brokerage Account, including, but not limited to, any personally identifiable financial information which, under federal law, may constitute or be defined as "nonpublic personal information," or any information which may bear upon your creditworthiness, credit standing or credit capacity which, under federal law, may constitute or be defined as a "consumer report," required by Bank to establish, maintain or administer the IDA or to otherwise comply with applicable law.

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**18. Binding Agreement.** You have read this Agreement and understand that it is the binding obligation of you, Crews and Bank.

**19. ARBITRATION. ALL DISPUTES ARISING BETWEEN YOU AND US, OR YOU AND BANK, ARISING OUT OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN BY CREWS OR BANK PURSUANT TO THIS AGREEMENT WILL BE RESOLVED THROUGH BINDING ARBITRATION ADMINISTERED AS PROVIDED IN YOUR CREWS BROKERAGE ACCOUNT AGREEMENT, AND NOT IN COURT.**

**20. WAIVER OF JURY TRIAL. AS PROVIDED IN YOUR CREWS BROKERAGE ACCOUNT AGREEMENT, AS BINDING ARBITRATION WILL BE UTILIZED TO RESOLVE ANY DISPUTES ARISING HEREUNDER, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE WITH CREWS OR BANK.**

**21. Arkansas Law Applies.** This Agreement is governed by the laws of the State of Arkansas without regard to your residence or the place of execution of this Agreement.

**22. Severability.** If any part of this Agreement is determined to be illegal or unenforceable, you agree that the remaining provisions are and will be enforced and that the unenforceable provisions changed to make them enforceable.

**23. Expenses.** You will pay any expenses that Crews or Bank incur in good faith related to this Agreement, including attorneys' fees incurred by either arising out of disputes which you raise regarding your IDA, including such expenses incurred in arbitration.