



# TIAA Bank Sweep Terms and Conditions Update

Self-Directed Brokerage, Portfolio Advisor  
and TIAA Personal Portfolio

Effective May 5, 2025, TIAA Brokerage will be updating the TIAA Bank Sweep Terms and Conditions to more clearly describe the relationship TIAA has with EverBank and other updates for the course of normal business. Following is a summary of the major update:

- 1- A paragraph that describes the relationship TIAA has with EverBank has been added to section D. Conflicts of Interest on page 4. The section will read:

## D. Conflicts of Interest.

1. TIAA Brokerage and Pershing earns fees based on the amount of funds on deposit with the Bank through the TIAA Sweep Product. TIAA Brokerage may earn a higher fee if you participate in the TIAA Sweep Product than if you invest in other sweep options such as money market mutual funds. In addition, the Bank will use the deposits in the Omnibus Accounts to support its investment lending and other activities. The profitability of the Bank is determined in part by the difference between the interest it pays on the Omnibus Accounts (and other costs incurred) and the interest or other income it earns on loans, investments, and other assets. The Bank will receive substantial deposits from the TIAA Sweep Product at a price that may be less than alternative funding sources. Funds in the Omnibus Accounts held at the Bank provide a stable source of funds for the Bank.

2. TIAA retains a non-controlling interest in the Bank. TIAA maintains an equity ownership in the Bank, of which less than 10% is a voting ownership interest, and controls a board seat, in addition to an economic interest. This creates a conflict of interest because TIAA (our parent) has an economic interest in EverBank in addition to the compensation we and our affiliates earn when we refer clients to the Bank or recommend brokerage accounts and TIAA IRAs that utilize the Bank cash sweep options or deposits within the accounts. For non-managed accounts, other sweep options are available to you that may pay a higher interest rate than the TIAA Sweep Product. Please see <https://www.tiaa.org/public/invest/financial-products/brokerage-accounts/interest-rate-disclosure> for more information.

## Self-Directed Brokerage

Should you currently have the TIAA Brokerage Cash Sweep as the default cash sweep within your Self-Directed account and no longer agree to the Terms and Conditions, you may contact TIAA Brokerage or your advisor to discuss your options.

Additional sweep choices are available for self-directed Brokerage accounts and can be reviewed online at <https://www.tiaa.org/public/invest/financial-products/brokerage-accounts/interest-rate-disclosure/>. Here

you'll find the current rates, links to the prospectus, Terms and Conditions and other important information. If you would like information by mail, please contact us. Should you decide that you would like to change the cash sweep within your account, at any time, call TIAA Brokerage at 800-842-2252, weekdays from 8 a.m. – 7 p.m. ET.

### **Portfolio Advisor and TIAA Personal Portfolio**

Should you no longer agree to the Terms and Conditions and would like to discuss your options, you may contact your advisory team or TIAA Brokerage at 800-842-2252, weekdays from 8 a.m. – 7 p.m. ET.

This material is for informational or educational purposes only and is not fiduciary investment advice, or a securities investing strategy, or insurance product recommendation. This material does not consider an individual's own objective or circumstances which should be the basis of any investment decision.

**You should consider the investment objectives, risks, charges, and expenses carefully before investing. Please call 877-518-9161 for a prospectus that contains this and other information. Please read the prospectus carefully before investing. Some securities may not be suitable for all investors.**

Investment, insurance, and annuity products are not FDIC insured, are not bank guaranteed, are not bank deposits, are not insured by any federal government agency, are not a condition to any banking service or activity, and may lose value.

TIAA Brokerage, a division of TIAA-CREF Individual & Institutional Services, LLC, Member FINRA/SIPC, distributes securities. Brokerage accounts are carried by Pershing, LLC., a subsidiary of The Bank of New York Mellon Corporation, Member FINRA, NYSE, SIPC. Advisory services are provided by Advice & Planning Services, a division of TIAA-CREF Individual & Institutional Services, LLC, a registered investment adviser. TIAA Trust, N.A. provides investment management, custody and trust services.

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# TIAA Sweep Product Terms and Conditions

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The following Terms and Conditions govern your participation in the TIAA Sweep Product to eligible brokerage accounts (each a “Brokerage Account”) provided by the TIAA Brokerage division of TIAA-CREF Individual & Institutional Services, LLC (“TIAA Brokerage”) and carried by its unaffiliated clearing broker, Pershing LLC (“Pershing”). The TIAA Sweep Product is designed to sweep Eligible Cash Balances (as defined below) in your Brokerage Account into bank deposit accounts at EverBank, N.A. (the “Bank”). Currently, cash balances held in a Brokerage Account up to \$248,500 are Eligible Cash Balances. The Bank may change this amount from time to time, as described more fully below.

This document provides you with important information about how the TIAA Sweep Product works. These terms and conditions supplement the terms and conditions contained in the account agreements and related documents which govern your Brokerage Account.

YOU UNDERSTAND THAT BY PROVIDING YOUR AUTHORIZATION TO USE THE TIAA SWEEP PRODUCT, YOU HAVE INSTRUCTED PERSHING TO DIRECT YOUR FREE CREDIT BALANCES TO THIS SWEEP PRODUCT.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH ENROLLING IN THE TIAA SWEEP PRODUCT. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, PLEASE CALL TIAA BROKERAGE OR YOUR INVESTMENT PROFESSIONAL.

## A. The TIAA Sweep Product

1. **Operation of the TIAA Sweep Product. TIAA Brokerage.** The TIAA Sweep Product is operated by TIAA Brokerage through Pershing. Under the TIAA Sweep Product, eligible cash balances in your Brokerage Account are automatically swept into interest bearing deposit accounts at the Bank, one for brokerage accounts and one for Managed accounts. These interest bearing deposit accounts are an omnibus interest bearing Demand Deposit Account for managed accounts and an omnibus interest bearing Demand Deposit Account for non-managed accounts and are held in each case in the name of “Pershing LLC as agent for the exclusive benefit of customers, each customer acting for themselves and others” or a similar designation (together, the “**Omnibus Accounts**”).

You maintain a beneficial account interest in the Omnibus Accounts equal to the aggregate amount of your free credit balances that remain in your Brokerage Account after purchase transactions and other charges in your Brokerage Account (such as checks, ACH payments, debit cards and ATM withdrawals), plus the interest that accrues on the amounts transferred into each Omnibus Account (the “**Subaccount**”). The Subaccount will be evidenced by an entry on records maintained by Pershing and not directly on the records of the Bank.

2. **Account Eligibility.** The following account types are eligible to use the TIAA Sweep Product: individual, joint, IRA and certain organizational accounts, such as corporate accounts and certain fiduciary and trust accounts. TIAA Brokerage reserves the right, in its sole discretion, to amend the types of brokerage accounts that are eligible to participate in the TIAA Sweep Product, as well as modify the eligibility requirements for the TIAA Sweep Product. Brokerage accounts that are brokerage windows to an employer-sponsored retirement plan provided through TIAA are not currently eligible for participation in the TIAA Sweep Product.
3. **Eligible Cash Balances.** The free credit balances that remain in your Brokerage Account after purchase transactions and other charges in your Brokerage Account (such as checks, ACH payments, debit cards and ATM

withdrawals) are eligible to be deposited into the TIAA Sweep Product (“**Eligible Cash Balances**”). The Bank imposes a maximum amount of Eligible Cash Balances it will receive (“**Maximum Eligible Cash Balance Amount**”)—currently, the amount is \$248,500 per Brokerage Account. The Bank may change the Maximum Eligible Cash Balance Amount from time to time with prior notice to TIAA Brokerage. Interest that accumulates in your account may cause your balance to exceed the Maximum Deposit Amount; however, in no event will the balance exceed the applicable FDIC insurance limit in effect at the time of the change (currently, \$250,000 per legal category of ownership as described more fully below). In addition, if the Bank is no longer accepting deposits, the Bank may change the Maximum Eligible Cash Balance Amount to zero. Eligible Cash Balances in your Brokerage Account which exceed the Maximum Eligible Cash Balance Amount will be deposited into bank deposit accounts with one or more other banks through a separate bank sweep vehicle (“**Overflow TIAA Sweep Product**”). For example, if the Eligible Cash Balance in your Brokerage Account is \$275,000, the first \$248,500 will be deposited under the TIAA Sweep Product and the remaining \$26,500 will be deposited into bank deposit accounts with one or more other banks through the Overflow TIAA Sweep Product. Currently, the Liquid Insured Deposits bank sweep vehicle (“**LIDS**”) operated by Pershing is the Overflow TIAA Sweep Product. LIDS is a separate sweep vehicle subject to separate terms and conditions. See the Liquid Insured Deposits Terms and Conditions for important information about this vehicle and its applicable FDIC insurance limits. The LIDS bank sweep vehicle comprises a number of participating banks; however, the Bank is not one of the participating banks for purposes of the Overflow TIAA Sweep Product.

4. **Minimum Balance Requirements.** There is no minimum Eligible Cash Balance required to either participate in the TIAA Sweep Product or continue to participate in the TIAA Sweep Product. There is also no minimum period that your funds invested in the TIAA Sweep Product (the “**Funds**”) must remain on deposit with the Bank and no limitation on the number or amount of withdrawals that Pershing may affect under the TIAA Sweep Product.
5. **FDIC-insured Accounts.** The TIAA Sweep Product seeks to provide you with the security of FDIC insurance for your Funds. FDIC insurance provides protection against the loss of your Funds on deposit with the Bank under the TIAA Sweep Product, up to allowable limits, in the event the Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. Specifically, FDIC deposit insurance coverage is available for your Funds up to the FDIC standard maximum deposit insurance amount (“**SMDIA**”), which is currently \$250,000 per legal category of account ownership at the Bank, when aggregated with all other deposits held by you at the Bank and in the same legal category of account ownership. Please see Appendix A for examples regarding how FDIC coverage works. Eligible Cash Balances in your Brokerage Account up to the Maximum Eligible Cash Balance Amount then in effect may be deposited under the TIAA Sweep Product with the Bank even if the aggregate amount of your Funds on deposit with the Bank through the TIAA Sweep Product together with any other funds that you maintain in the same legal category of ownership with the Bank exceeds the SMDIA. **You are solely responsible for monitoring the aggregate amount that you have on deposit with the Bank and any other bank participating in the Overflow Sweep Program in connection with FDIC insurance limits.** Pershing, TIAA Brokerage, the Bank, and your investment professional do not monitor or take any responsibility for money you may have at the Bank outside the Program or money you have at any bank participating in the Overflow Sweep Program. Money you hold on deposit with the Bank that is separate from your Funds on deposit with the Bank through the TIAA Sweep Product will not be taken into account in determining whether to sweep your Eligible Cash Balances to the Bank through the TIAA Sweep Product. In addition, if you have more than one Brokerage Account with the same legal category of account ownership, the funds in all Brokerage Accounts that participate in the TIAA Sweep Product will be aggregated in order to determine the amount covered by FDIC insurance. For example, if the SMDIA is \$250,000 and you have \$30,000 in Eligible Cash Balances in one Brokerage Account, \$30,000 in Eligible Cash Balances in another Brokerage Account and \$200,000 on deposit with the Bank outside of your Brokerage Account, only \$250,000 of your \$260,000 is insured by the FDIC. Depending on the individual facts and the ownership rights and capacities in which your Brokerage Accounts and deposits with the Bank are held, additional amounts may be covered by FDIC insurance.
6. **Securities Investor Protection Corporation (“SIPC”).** SIPC is a nonprofit member corporation funded primarily by member securities brokerage firms registered with the Securities and Exchange Commission, such as TIAA Brokerage and Pershing. SIPC covers against custodial loss (but not investment loss such as a decrease in value of an investment) in the event of a brokerage firm insolvency. TIAA Brokerage (a registered broker/dealer) and Pershing, which holds your Brokerage Account assets (also a registered broker/dealer), are members of SIPC.
7. **Your Funds are not covered by SIPC.** Your Responsibility to Monitor Your Eligible Cash Investment Options. None of TIAA Brokerage, Pershing or the Bank have any obligation to monitor your Eligible Cash Balance investment options, including the TIAA Sweep Product and the Overflow TIAA Sweep Product for your Brokerage Account, or to make recommendations about or changes to the TIAA Sweep Product, including monitoring your FDIC

insurance limits. As your personal financial circumstances and other factors change, it may be in your interest to change your Eligible Cash Balance investment options or to invest cash from your Brokerage Account in other investment vehicles. You can review your investment options and other investments, as well as the current rates and returns of each by calling TIAA Brokerage at **800-842-2252** or by visiting <https://www.tiaa.org/public/invest/financial-products/brokerage-accounts/interest-rate-disclosure>.

- 8. Deposits with the Bank.** When you enroll in the TIAA Sweep Product, you consent to have Eligible Cash Balances in your Brokerage Account at TIAA Brokerage automatically deposited through the TIAA Sweep Product to the Bank up to the Maximum Eligible Cash Balance Amount then in effect. Each business day (as defined herein), Pershing will sweep the Eligible Cash Balances in your Brokerage Account to the Bank. Only Eligible Cash Balances swept by Pershing to the Bank will be eligible for inclusion in the TIAA Sweep Product. For purposes of these Terms and Conditions, a business day is any day when both the New York Stock Exchange and the New York Branch of the Federal Reserve Bank are open for business (a “**Business Day**”).
- 9. Withdrawals and Access to Funds.** When you enroll in the TIAA Sweep Product, you consent to have your Funds on deposit at the Bank automatically withdrawn in the event of a debit in your Brokerage Account or on the settlement date to reconcile purchase transactions and other charges posted to your Brokerage Account (such as checks, ACH payments, debit cards and ATM withdrawals). Each Business Day, as needed, Pershing will withdraw your Funds on deposit with the Bank.

You cannot withdraw your Funds from the Bank directly. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your Brokerage Account are processed through your Brokerage Account rather than directly with the Bank under the TIAA Sweep Product. In the event of the failure of Pershing, you may seek to access your Funds by contacting TIAA Brokerage at **800-842-2252**. In the event of the failure of TIAA Brokerage, you may seek to access your funds by contacting Pershing at **201-413-3333**. TIAA Brokerage and/or the Bank reserves the right to require you to present any information, identification, certification or any other documentation reasonably deemed necessary by the Bank to establish your entitlement to funds prior to disbursing any funds to you, if circumstances require such action.

In the event of a failure of the Bank, there may be a time period during which you may not be able to access your Funds in the Omnibus Accounts.

- 10. Brokerage Account Statements.** Your periodic Brokerage Account statement from Pershing will summarize account activity with respect to your participation in the TIAA Sweep Product, including your opening and closing balances, deposits, withdrawals, and interest earned on your Funds for the period covered. You will not receive a separate statement from the Bank. Please retain your Brokerage Account statements for your records.

## **B. About the Bank**

- 1. Affiliation and Information.** TIAA Brokerage and the Bank are separate, unaffiliated companies. Pursuant to an agreement between TIAA Brokerage and the Bank, the Bank pays TIAA Brokerage an asset-based fee based on the amount of the non-managed account cash in the Omnibus Accounts that is swept to the Bank. The Bank is a national bank and an FDIC-insured depository institution. You can obtain publicly available financial information about the Bank at the FDIC’s website at [fdic.gov](http://fdic.gov), or by contacting the FDIC’s Division of Information and Research by writing to Federal Deposit Insurance Corporation, Division of Information and Research, 550 17th Street, NW, Washington, DC 20429-9990; or by calling the FDIC’s Division of Information and Research at **877-275-3342**. Neither Pershing nor TIAA Brokerage guarantees the financial condition of the Bank, or the accuracy of any publicly available information concerning the Bank.

Your Funds are a direct obligation of the Bank and are not, either directly or indirectly, guaranteed by TIAA Brokerage or Pershing, or any of their subsidiaries, affiliates or parent companies.

- 2. Your Relationship with the Bank.** Although your Funds are a direct obligation of the Bank, you will receive no separate evidence of ownership from the Bank. Instead, the Subaccount will be evidenced by an entry on records maintained by Pershing, as the custodian of your Brokerage Account assets.

## **C. Interest Rates on Your Deposits**

- 1. Interest and Fees.** Your Funds will earn interest and such interest will be compounded daily, and accrued daily on the balance of your Funds with the Bank. The interest will be credited and paid by the Bank at the end of each month, on the date your account closes or when you withdraw all of your Funds. Interest will begin to accrue on the day your Funds are credited to the Bank and will accrue up to, but not including, the day on which

your Funds are withdrawn from the Bank. The amount of paid interest and the annual percentage yield earned on your Funds will be stated on your Brokerage Account statement.

2. **Determination of Interest Rates.** Interest rates paid on your Funds will fluctuate and are subject to change at any time. To find out the current interest rate being paid on your Funds, you may contact TIAA Brokerage by calling **800-842-2252** or by visiting <https://www.tiaa.org/public/invest/financial-products/brokerage-accounts/interest-rate-disclosure>.
3. **Risks.** You may receive a lower rate of return on your Funds deposited under the TIAA Sweep Product than on other sweep options such as money market mutual funds. In the event of a failure of the Bank, there may be a time period during which you may not be able to access your Funds. If the total amount of deposits that you hold at the Bank in the same legal category of account ownership (including deposits made through the TIAA Sweep Product, deposits you hold outside of the TIAA Sweep Product and other Brokerage Accounts that participate in the TIAA Sweep Product) exceeds applicable FDIC insurance limits, you will be exposed to the credit risk of the Bank with respect to the amount of the excess.

#### D. Conflicts of Interest

1. **Conflicts of Interest.** TIAA Brokerage and Pershing earns fees based on the amount of funds on deposit with the Bank through the TIAA Sweep Product. TIAA Brokerage may earn a higher fee if you participate in the TIAA Sweep Product than if you invest in other sweep options such as money market mutual funds. In addition, the Bank will use the deposits in the Omnibus Accounts to support its investment lending and other activities. The profitability of the Bank is determined in part by the difference between the interest it pays on the Omnibus Accounts (and other costs incurred), and the interest or other income it earns on loans, investments and other assets. The Bank will receive substantial deposits from the TIAA Sweep Product at a price that may be less than alternative funding sources. Funds in the Omnibus Accounts held at the Bank provide a stable source of funds for the Bank.

#### E. Other Provisions

1. **Brokerage Account Agreement.** You understand and agree that your Brokerage Account Agreement with TIAA Brokerage continues to govern your Brokerage Account and shall also govern your participation in the TIAA Sweep Product. If any provision of the Brokerage Account Agreement conflicts with provisions of these Terms and Conditions, the provisions of the Brokerage Account Agreement shall govern, with the exception of the Sections herein on Governing Law and Disputes. You understand that by continuing to maintain your Brokerage Account without objecting to the use of the TIAA Sweep Product, you accept and are legally bound by the provisions of these Terms and Conditions.
2. **Right of Set-Off.** Under the terms of your Brokerage Account Agreement, Pershing may charge or setoff any of the assets in your Brokerage Account, including the Funds, against indebtedness or obligations you may have to Pershing. For further information on the rights of Pershing regarding such indebtedness or obligations, you should review your Brokerage Account Agreement. This provision does not apply where otherwise prohibited by law.
3. **Termination; Closing of Account.** Pershing may, at its sole discretion and without any prior notice, suspend or terminate your participation in the TIAA Sweep Product. If you or Pershing close your Brokerage Account for any reason, your participation in the TIAA Sweep Product will also be terminated and Pershing will withdraw your Funds on deposit with the Bank.
4. **Inactive Accounts.** Pershing and the Bank may be required by law to turn over (escheat) any portion or all of your Funds on deposit with the Bank to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If any of your Funds are remitted to the state, you may file a claim with the state to recover such funds.
5. **Joint Account Owners.** If your Brokerage Account is a joint or other multi-party account, any one of the account owners may take any action with respect to your Brokerage Account that will affect deposits to or withdrawals from the Bank through the TIAA Sweep Product. You hereby authorize Pershing to act on the verbal, written or electronic instructions of any of the account owners or authorized signers, and Pershing will so honor the instructions of any such account owner.
6. **Tax Reporting.** The interest that you earn on the daily balance of your Funds with the Bank is generally fully subject to federal, state and, where applicable, local tax. An IRS Form 1099 will be sent to you by Pershing each year, showing the amount of interest income you have earned on your Funds. Pershing may be required to

withhold U.S. federal income tax at the prevailing rate on all taxable distributions payable to certain participants in the TIAA Sweep Product who fail to provide their correct taxpayer identification number or make required certifications or who have been notified by the Internal Revenue Service that they are subject to backup withholding.

- 7. Notices and Information.** Any notice required to be provided pursuant to these Terms and Conditions may be provided by the Bank, TIAA Brokerage and Pershing via letter, email or other electronic means, by entry on your Brokerage Account statement or by other reasonable means. The current interest rate and other information about the TIAA Sweep Product are available by contacting TIAA Brokerage by calling **800-842-2252** or by visiting [TIAA.org](http://TIAA.org).
- 8. Notice of Unauthorized Activity.** Please refer to the Regulation E (Electronic transfer) section of the Disclosure Statement delivered to you by Pershing upon opening of your Brokerage Account, which can also be found at <https://www.pershing.com/global-assets/pdf/disclosures/per-disclosure-statement.pdf>
- 9. Business Continuity.** If you are unable to contact TIAA Brokerage due to a business interruption event, such as a natural disaster, you may contact Pershing.
- 10. Assignment by Customer.** Neither these Terms and Conditions nor your participation in the TIAA Sweep Product may be assigned or transferred by you to any other person or entity, except for (i) a transfer by a change in ownership of a linked Brokerage Account or (ii) a transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, in which case, such transfer shall not be binding on Pershing, TIAA Brokerage or the Bank unless and until sufficient, acceptable documentation has been received by such entities.
- 11. Assignment by Pershing.** Pershing may assign and transfer its respective rights and obligations under the TIAA Sweep Product, including, without limitation, pursuant to these Terms and Conditions, to (i) one or more of its affiliates or subsidiaries, (ii) to any person that acquires all or substantially all of the assets of Pershing or (iii) any other clearing broker used by TIAA Brokerage without prior notice to you and without obtaining your consent.
- 12. Personal Information.** You agree that Pershing, TIAA Brokerage the Bank and their respective service providers may share information concerning you and your accounts in connection with your participation in the TIAA Sweep Product and these Terms and Conditions to any affiliate of such entity or otherwise in accordance with applicable laws and regulations and Pershing's and TIAA Brokerage respective privacy policies. You agree that Pershing, TIAA Brokerage the Bank and their respective service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the TIAA Sweep Product or with respect to your Funds. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should refer to TIAA Brokerage and Pershing's privacy policies provided to you at the time you opened your Brokerage Account.
- 13. Complaints.** Any complaints regarding the TIAA Sweep Product should be addressed in writing to TIAA Brokerage.
- 14. Legal Process.** Pershing and the Bank 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. Pershing may notify you of such process by telephone, electronically or in writing. If Pershing is not fully reimbursed for its record research, photocopying and handling costs by the party that served the process, Pershing may charge such costs to your Brokerage Account in addition to its minimum legal process fee. You agree to indemnify, defend and hold the Bank, TIAA Brokerage and Pershing harmless from all actions, claims, liabilities, losses, costs, attorney's 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 the Bank, TIAA Brokerage and Pershing 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 records with respect to the TIAA Sweep Product are maintained.
- 15. Power and Authority.** You represent and warrant that you have full power and authority to participate in the TIAA Sweep Product and you agree to these Terms and Conditions. In addition, if you are not an individual, you represent and warrant that (1) you are duly organized, validly existing and in good standing under the laws of its state or jurisdiction of organization, (2) you possess all requisite authority, power, licenses, permits, registrations and franchises and have made all governmental filings to conduct business wherever it conducts business and

to execute, deliver and comply with your obligations hereunder, and (3) your agreement to these Terms and Conditions and performance hereunder shall not conflict with or violate your governing documents or any law, regulation, decree, demand, order or any other contract or agreement to which it is subject.

- 16. Amendment.** Pershing, TIAA Brokerage or the Bank may modify these Terms and Conditions at any time by giving such notice as may be required by applicable law.
- 17. Waiver.** 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.
- 18. Severability.** If any term, provision, covenant or restriction in these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 19. Entire Agreement.** These Terms and Conditions constitute the entire agreement with you regarding the TIAA Sweep Product, and supersedes all prior and contemporaneous agreements and understandings, both oral and written, with respect to the subject matter hereof. In the event of any inconsistency between a provision of these Terms and Conditions and a provision of any such other document provided to you in connection with the TIAA Sweep Product (other than your Brokerage Account Agreement), the provision of these Terms and Conditions shall prevail.
- 20. Governing Law.** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of Florida and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, the Bank, TIAA Brokerage and Pershing may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions relating to your Funds. You agree that none of the Bank, TIAA Brokerage or Pershing are required to notify you of a change in those rules, except to the extent required by law.
- 21. Disputes.** Except to the extent otherwise provided by applicable law, any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the courts of the State of New York, or in one of the United States District Courts for New York, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS.

## Appendix A: Examples of FDIC Insurance Protection

The summary of FDIC deposit insurance laws and regulations contained herein is not intended to be a full restatement of applicable laws and FDIC regulations and interpretations. In addition, the applicable laws and FDIC regulations and interpretations may change from time to time and, in certain instances, additional terms and conditions may apply which are not described in herein. Accordingly, the discussion herein is qualified in its entirety by applicable laws and the FDIC regulations and interpretations. You are urged to discuss with your attorney, the insurance coverage afforded to your Funds, including your Funds deposited under the TIAA Sweep Product. You may also write to the following address: FDIC Office of Consumer Affairs, 550 17th Street, N.W., Washington, D.C. 20429.

### What is the FDIC?

The FDIC—short for the Federal Deposit Insurance Corporation—is an independent agency of the United States government. The FDIC protects depositors of insured banks located in the United States against the loss of their deposits if an insured bank fails. Any person or entity can have FDIC insurance coverage in an insured bank. A person does not have to be a U.S. citizen or resident to have his or her deposits insured by the FDIC. FDIC insurance is backed by the full faith and credit of the United States government. Since the FDIC began operations in 1934, no depositor has ever lost a penny of FDIC-insured deposits.



## FDIC Coverage Basics

FDIC insurance covers depositors' accounts at each insured bank, dollar-for-dollar, including principal and any accrued interest through the date of the insured bank's closing, up to the insurance limit. FDIC insurance covers all types of deposits received at an insured bank but does not cover investments, even if they were purchased at an insured bank.

## What the FDIC Covers

- Checking accounts (DDA)
- Negotiable Order of Withdrawal (NOW) accounts
- Savings accounts
- Money market deposit accounts (MMDA)
- Time deposits such as certificates of deposit (CDs)
- Cashier's checks, money orders and other official items issued by a bank

## What the FDIC Does Not Cover

- Stock investments
- Bond investments
- Mutual funds
- Life insurance policies
- Annuities
- Municipal securities
- Safe deposit boxes or their contents
- U.S. Treasury bills, bonds or notes\*

\* These investments are backed by the full faith and credit of the U.S. government.

## The standard deposit insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category.

The FDIC insures deposits that a person holds in one insured bank separately from any deposits that the person owns in another separately chartered insured bank. For example, if a person has a certificate of deposit at Bank A and has a certificate of deposit at Bank B, the amounts would each be insured separately up to \$250,000. Funds deposited in separate branches of the same insured bank are not separately insured. The FDIC provides separate insurance coverage for funds depositors may have in different categories of legal ownership. The FDIC refers to these different categories as "ownership categories." This means that a bank customer who has multiple accounts may qualify for more than \$250,000 in insurance coverage if the customer's funds are deposited in different ownership categories and the requirements for each ownership category are met.

## Ownership Categories

This section describes the following FDIC ownership categories and the requirements a depositor must meet to qualify for insurance coverage above \$250,000 at one insured bank.

- Single Accounts
- Certain Retirement Accounts
- Joint Accounts
- Revocable Trust Accounts
- Irrevocable Trust Accounts
- Employee Benefit Plan Accounts
- Corporation/Partnership/Unincorporated
- Association Accounts
- Government Accounts

## Single Accounts

A single account is a deposit owned by one person. This ownership category includes:

- An account held in one person's name only, provided the owner has not designated any beneficiary(ies) who are entitled to receive the funds when the account owner dies
- An account established for one person by an agent, nominee, guardian, custodian or conservator, including Uniform Transfers to Minors Act accounts, escrow accounts and brokered deposit accounts
- An account held in the name of a business that is a sole proprietorship (for example, a "Doing Business As" or DBA account)
- An account established for or representing a deceased person's funds—commonly known as a decedent's estate account
- An account that fails to qualify for separate coverage under another ownership category
- If an account title identifies only one owner, but another person has the right to withdraw funds from the account (e.g., as Power of Attorney or custodian), the FDIC will insure the account as a single ownership account.

**The FDIC adds together all single accounts owned by the same person at the same bank and insures the total up to \$250,000.**

**Note on Beneficiaries:** If the owner of a single account has designated one or more beneficiaries who will receive the deposit when the account owner dies, the account would be insured as a revocable trust account.

### Example 1: Single Account

Account Title	Deposit Type	Account Balance
Marci Jones	MMDA	\$15,000
Marci Jones	Savings	\$20,000
Marci Jones	CD	\$200,000
Marci's Memories (a Sole Proprietorship)	Checking	\$25,000
Total		\$260,000
Amount Insured		\$250,000
Amount Uninsured		\$10,000

### Explanation

Marci Jones has four single accounts at the same insured bank, including one account in the name of her business, which is a sole proprietorship. The FDIC insures deposits owned by a sole proprietorship as the single account of the business owner. The FDIC combines the four accounts, which equal \$260,000, and insures the total balance up to \$250,000, leaving \$10,000 uninsured. For additional examples of FDIC insurance coverage, please see <https://www.fdic.gov/deposit/deposits/brochures/your-insured-deposits-english.pdf>.