



DEPOSIT
SOLUTIONS

CONFIDENTIAL

1370 Broadway, 17th Floor
New York, NY 10018-7302

866.237.2752
www.rnt.com

September 2026

Participating Institution in DDM and/or CDMX Program

Dear Sir/Madam

Additional Due Diligence Information – R&T Deposit Marketplace, LLC (RTDM) Entity

R&T has separated its administrative and agency responsibilities with respect to the Demand Deposit Marketplace® (DDM®) and Certificate of Deposit Marketplace ExchangeSM (CDMX®) programs (the “**Programs**”) across two R&T affiliates as follows:

- A new R&T affiliate, R&T Deposit Marketplace, LLC (d/b/a R&T Deposit Solutions) (“**RTDM**”), will serve as the Program administrator. In this role, RTDM will provide all administrative services to your firm as administrator of the Programs and will issue any invoices for those services.
- Stable Custody Group II LLC (“**Stable**”) will remain the appointed agent of participating institutions under the Programs to hold funds sent into the Programs as agent, including as titled account holder of the program accounts at the participating receiving institutions¹ and certain of the settlement accounts under the Programs.

We are providing the following additional documents that you might need with respect to your firm’s vendor due diligence associated with our new RTDM entity:

1. R&T Corporate Entity Structure. Attached is our current R&T Organizational Chart. RTDM is a wholly owned indirect subsidiary of our parent company, Empire NewCo, LLC. Stable also remains a wholly-owned indirect subsidiary of Empire NewCo, LLC.
2. W-9 Form. Attached is the W-9 Form for RTDM, which is the entity that will provide any invoices for the provision of administrative services to your firm for the Programs.
3. Certificates of Liability Insurance. Attached is the most recent Certificates of Liability Insurance, which cover both RTDM and Stable.
4. RTDM Certificate of Formation. Attached is a Certificate of Formation for RTDM.
5. RTDM Certificate of Good Standing. Attached is a Certificate of Good Standing for RTDM.
6. Operating Agreement. Attached is the Operating Agreement for RTDM.

The Consolidated Financial Statements for Empire NewCo LLC and subsidiaries will continue to apply to RTDM. As mentioned above, RTDM is a wholly-owned indirect subsidiary of Empire NewCo LLC.

¹ If your firm has established program accounts at receiving institutions in its own name as agent for its customers (i.e., under the “direct bank” or “proprietary receiving institution” feature of the Programs), those program accounts remain titled in your firm’s name (and not in Stable’s name).

Please note that:

- ▶ Your Firm's Vendor Due Diligence Questionnaires. If your firm requires R&T to complete any additional vendor/ third-party risk due diligence questionnaires, please email them to: due_diligence_requests@rnt.com.
- ▶ Confidential. The attached and above referenced documents and information (i) are provided to your firm on a ***strictly confidential*** basis, subject to the terms of the Non-Disclosure or Confidentiality Agreement entered between R&T and your firm (or the confidentiality provisions in your firm's existing service agreement with R&T) and (ii) must not be shared with any other person (including any of your customers) without R&T's prior written consent.

If you have any other questions, please email: due_diligence_requests@rnt.com.

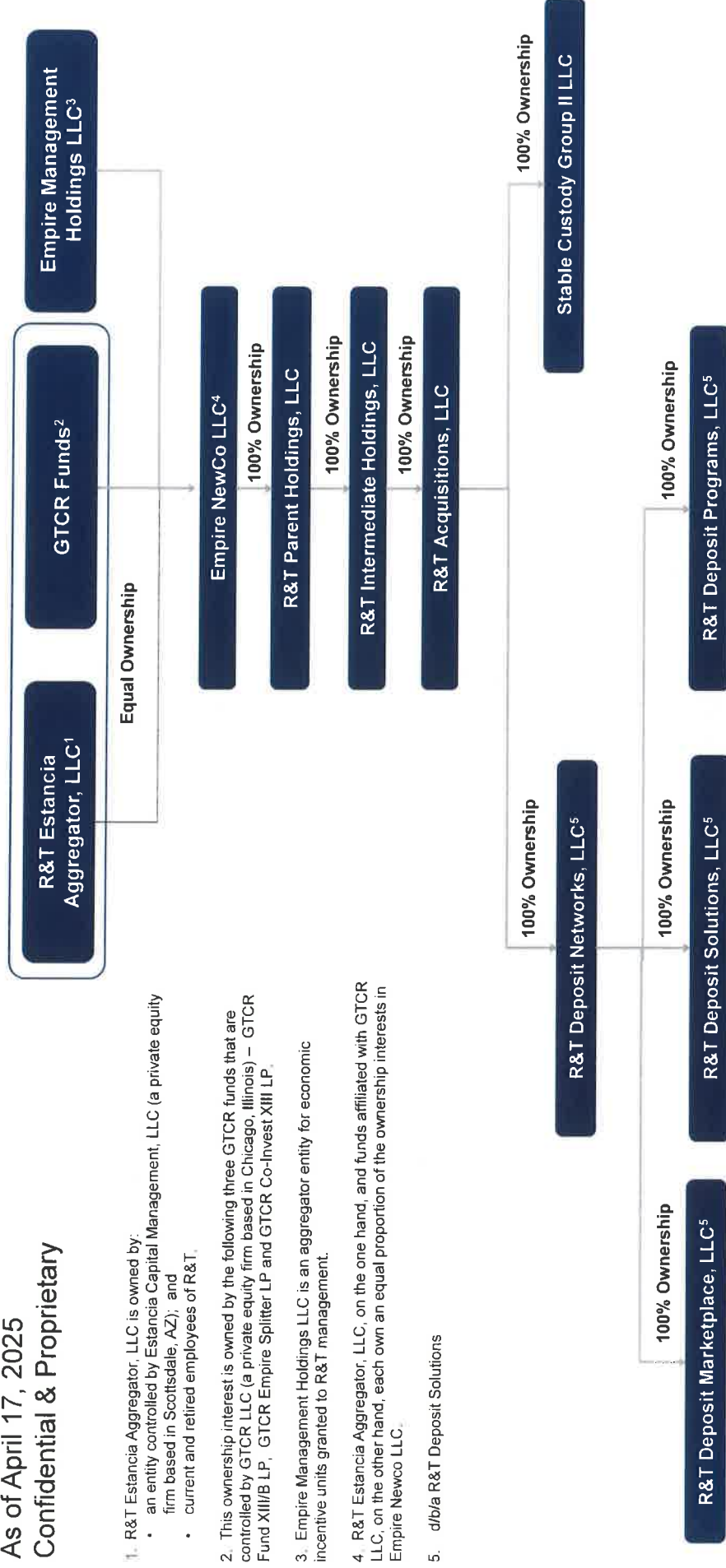
Thank you for your continued trust and partnership. We look forward to servicing your firm's needs!

Your R&T Relationship Manager

R&T Corporate Entity Structure



As of April 17, 2025
Confidential & Proprietary



1. R&T Estancia Aggregator, LLC is owned by:
 - an entity controlled by Estancia Capital Management, LLC (a private equity firm based in Scottsdale, AZ); and
 - current and retired employees of R&T.
2. This ownership interest is owned by the following three GTCR funds that are controlled by GTCR LLC (a private equity firm based in Chicago, Illinois) – GTCR Fund XIII/B LP, GTCR Empire Splitter LP and GTCR Co-Invest XIII LP.
3. Empire Management Holdings LLC is an aggregator entity for economic incentive units granted to R&T management.
4. R&T Estancia Aggregator, LLC, on the one hand, and funds affiliated with GTCR LLC, on the other hand, each own an equal proportion of the ownership interests in Empire NewCo LLC.
5. d/b/a R&T Deposit Solutions

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) R&T Deposit Marketplace, LLC	
	2 Business name/disregarded entity name, if different from above. R&T Deposit Solutions	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1370 Broadway, 17th Floor	Requester's name and address (optional)
6 City, state, and ZIP code New York, NY 10018		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

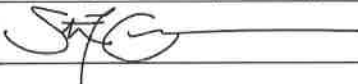
Social security number									
			-						
or									
Employer identification number									
3	3	-	4	8	9	0	1	9	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 
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Date **05/20/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Northeast, LLC 800 Westchester Ave Suite S-714 Rye Brook NY 10573		CONTACT NAME: Tara Faustine PHONE (A/C, No, Ext): (914) 761-9000 FAX (A/C, No): (914) 761-3749 E-MAIL ADDRESS: tara.faustine@assuredpartners.com																									
INSURED Reich & Tang Deposit Networks, LLC 1370 Broadway 17th Flr New York NY 10018		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A:</td><td>Hartford Fire Insurance Co.</td><td>NAIC #</td><td>19682</td></tr><tr><td>INSURER B:</td><td>Trumbull Insurance Company</td><td></td><td>27120</td></tr><tr><td>INSURER C:</td><td>Hartford Casualty Ins. Co.</td><td></td><td>29424</td></tr><tr><td>INSURER D:</td><td>Hartford Ins Group</td><td></td><td>00914</td></tr><tr><td>INSURER E:</td><td>AIG Specialty Insurance Company</td><td></td><td>26883</td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	Hartford Fire Insurance Co.	NAIC #	19682	INSURER B:	Trumbull Insurance Company		27120	INSURER C:	Hartford Casualty Ins. Co.		29424	INSURER D:	Hartford Ins Group		00914	INSURER E:	AIG Specialty Insurance Company		26883	INSURER F:			
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INSURER D:	Hartford Ins Group		00914																								
INSURER E:	AIG Specialty Insurance Company		26883																								
INSURER F:																											

COVERAGES **CERTIFICATE NUMBER:** CL2681969161 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			16UUNBU8FB3	08/12/2026	08/12/2027	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED ☒ AUTOS ONLY HIRED ☒ AUTOS ONLY SCHEDULED ☒ AUTOS NON-OWNED ☐ AUTOS ONLY			16UENBU8UXR	08/12/2026	08/12/2027	GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
			Employee Benefits \$ 1,000,000				
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			16RHUBU8FAM	08/12/2026	08/12/2027	BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
			EACH OCCURRENCE \$ 9,000,000				
D	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			16WBBU8FAP	08/12/2026	08/12/2027	AGGREGATE \$ 9,000,000
			PER STATUTE OTH-ER \$				
			E L EACH ACCIDENT \$ 1,000,000				
			E L DISEASE - EA EMPLOYEE \$ 1,000,000				
E	☐ Errors and Omissions			01-340-37-93	08/12/2026	08/12/2027	E L DISEASE - POLICY LIMIT \$ 1,000,000
			Aggregate \$5,000,000				
							Specialty Professional \$5,000,000
							Security and Privacy \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured's: R&T Deposit Networks, LLC; R&T Deposit Solutions, LLC; R&T Deposit Marketplace, LLC; Stable Custody Group II LLC; R&T Deposit Programs LLC; R&T Acquisitions, LLC; R&T Intermediate Holdings, LLC; R&T Parent Holdings, LLC

EVIDENCE ONLY

Excess Tech Errors & Omissions/Cyber, Effective: 08/12/2026 - 08/12/2027, Policy No: 0314-8100, Allied World Specialty Ins Co (NAIC 16624) - \$5M excess of \$5M

CERTIFICATE HOLDER

CANCELLATION

Evidence Only
Evidence Only
Evidence Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Faustine

AGENCY CUSTOMER ID: 00287883

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY AssuredPartners Northeast, LLC.		NAMED INSURED Reich & Tang Deposit Networks, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

excess of \$5M

Excess Tech Errors & Omissions/Cyber, Effective: 08/12/2026 - 08/12/2027, Policy No: P03CY0000088831, Vantage Risk Specialty Ins Co (NAIC 16275) - \$5M excess of \$10M

Directors & Officers Liability, Effective: 08/12/2026 - 08/12/2027, Policy No: 01-340-73-33, National Union Fire Insurance Co of Pittsburgh, PA (NAIC 19445) - Primary \$5M limit, \$150K Each Claim Retention

Excess Directors & Officers Liability, Effective: 08/12/2026 - 08/12/2027, Policy No: 514-112484-6, North River Ins Co (NAIC 21105) - \$5M excess of \$5M

Excess Directors & Officers Liability, Effective: 08/12/2026 - 08/12/2027, Policy No: FIX30094809101, Endurance American Ins Co (NAIC 10641) - \$5M excess of \$10M

Side A Only, Effective: 08/12/2026 - 08/12/2027, Policy No: LSA 406562R 01, Westfield Ins Co (NAIC 21112) - \$5M excess of \$15M

EPLI/Fiduciary Liability, Effective: 08/12/2026 - 08/12/2027, Policy No: 01-340-73-34, National Union Fire Ins Co of Pittsburgh, PA (NAIC 19445), Shared \$5M limit, \$200K Each EPLI Claim Retention, \$25K Each Fiduciary Claim Retention

Delaware

The First State

Page 1

*I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE
STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND
CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "R&T DEPOSIT
MARKETPLACE, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF
MARCH, A.D. 2025, AT 10:03 O'CLOCK A.M.*



10137225 8100
SR# 20251143496

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in cursive script, reading "C. P. Sanchez".

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203230639
Date: 03-21-25

**STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY**

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is R&T Deposit Marketplace, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company

DocuSigned by:
Sabra Baum
By: E0E4414C00391411
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:03 AM 03/20/2025
FILED 10:03 AM 03/20/2025
SR 20251143496 - File Number 10137225

Name: Sabra Baum
Print or Type

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "R&T DEPOSIT MARKETPLACE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF APRIL, A.D. 2026.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



10137225 8300

SR# 20262101819

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, reading "C. P. Sanchez", is written over a horizontal line.

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203782993

Date: 04-29-26

**LIMITED LIABILITY COMPANY AGREEMENT
OF
R&T DEPOSIT MARKETPLACE, LLC**

This Limited Liability Company Agreement (the “Agreement”) of R&T Deposit Marketplace, LLC (the “Company”), is effective as of April 15, 2025 (the “Effective Date”), and is entered into by and between the Company and R&T Deposit Networks, LLC, as the sole member of the Company (the “Member”).

WHEREAS, the Company was formed as a limited liability company on March 20, 2025, by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “LLC Act”).

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is R&T Deposit Marketplace, LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be formed under the LLC Act and to engage in any and all activities necessary or incidental thereto.
3. Principal Office; Registered Agent.
 - (a) Principal Office. The location of the principal office of the Company shall be located at 1370 Broadway, 17th Floor, New York, New York 10018, or such other location as the Member may from time to time designate.
 - (b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware shall be The Corporation Trust Company (the “Registered Agent”). The registered office of the Company in the State of Delaware shall be located at the Registered Agent’s address: Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The Member may change the Registered Agent or registered office at any time, in the Member’s discretion.
4. Members.
 - (a) Initial Member. The Member owns one hundred percent (100%) of the membership interests in the Company (the “Interests”). The name, address and email address of the Member are set forth in the Schedule of Members, set forth as Exhibit A. The Member may amend his, her, or its address or email address in Exhibit A without such amendment being deemed an amendment of this Agreement.
 - (b) Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member. At or prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine are needed to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.
 - (c) Membership Interests; Certificates. The Company may, but need not, issue any certificates to evidence ownership of the membership interests.
5. Management & Officers.
 - (a) Management. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the

business of the Company. Any action taken by the Member on the Company's behalf shall constitute the act of and shall serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the LLC Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Officers. Exhibit B sets forth a list of individuals who are the current appointed officers of the Company (the "Officers") and their titles as of the date of this Agreement. The Member may, from time to time, designate one or more Officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such Officers by the Member. Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member or is no longer employed by the Company, whichever is earlier. Any action taken by an Officer designated by the Member pursuant to such authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

6. Liability of Member; Indemnification; Advancement.

(a) Liability of Member. Except as otherwise required in the LLC Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely as a result of his, her, or its membership or participating in the management of the Company.

(b) Mandatory Indemnification. To the fullest extent permitted under the LLC Act, the Member (and, if applicable, the liquidator) and each current and former manager, director and officer (each, a "Covered Person") shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) (collectively, "Covered Losses") whatsoever incurred by such Covered Person relating to or arising out of any act or omission or alleged act or omission (whether or not constituting negligence or gross negligence) performed or omitted by such Covered Person on behalf of the Company (collectively, "Covered Actions"); provided, however, that any indemnity under this Section 6(b) shall be provided out of and to the extent of Company assets only, and the Member shall not have any personal liability on account thereof.

(c) Indemnification of Officers. The Member may, but need not, indemnify the Officers for Covered Losses resulting from their authorized Covered Actions taken within the scope of their delegated authority as Officers of the Company.

(d) Advancement. The Company shall advance any applicable Covered Person amounts attributable to Covered Losses upon presentation of reasonable documentation of such amounts. Indemnification amounts will be advanced to an Officer, if indemnified pursuant to sub-section (c) above, in the Member's discretion.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with the LLC Act.

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member. Any capital contribution made by the Member is set forth on Exhibit A. The Member may, but need not, make additional capital contributions to the Company.

9. Pledge of Membership Interests. Any provision to the contrary contained in this Agreement, the Certificate of Formation of the Company or any agreement to which the Company or Member is a party or otherwise bound notwithstanding, the Interests (for purposes hereof, "Interests" shall be deemed to be inclusive of "limited liability company interests" under the LLC Act) issued hereunder or covered hereby and all associated rights and powers may be pledged or assigned to any lender or lenders (or an agent therefor) as collateral for the indebtedness, liabilities and obligations of the Company and/or any of its subsidiaries or affiliates to such lender or lenders, and any such pledged or assigned membership interests and all associated rights and powers shall be subject to such lender's or lenders' rights under any collateral documentation governing or pertaining to such pledge or assignment. The pledge or assignment of such Interests shall not, except as otherwise may result due to an exercise of rights and remedies under such collateral documentation, cause a Member to cease to be a Member or to have the power to exercise any rights or powers of a Member and, except as provided in such collateral documentation, such lender or lenders shall not have any liability solely as a result of such pledge or assignment. Without limiting the generality of the foregoing, the right of such lender or lenders (or an agent therefor) to enforce and exercise their rights and remedies under such collateral documentation hereby is acknowledged by all of the Members and any such action taken in accordance therewith shall be valid and effective for all purposes under this Agreement, the Company's Certificate of Formation (in each case regardless of any restrictions or procedures otherwise herein or therein contained) and applicable law (including the LLC Act), and any assignment, sale or other disposition of the Interests by such lender or lenders (or an agent therefor) pursuant to any such collateral documentation in connection with the exercise of any such lender's or lenders' rights and powers shall be valid and effective for all purposes, including, without limitation, under Sections 18-702 and 18-704 of the LLC Act, this Agreement, the Company's Certificate of Formation and other applicable law, to transfer all right, title and interest (and rights and powers) of the applicable Member to itself or themselves, any other lender or any other person or entity, including a nominee, an agent or a purchaser at a foreclosure (each an "Assignee") in accordance with such collateral documentation and applicable law (including, without limitation, the rights and powers to participate in the management of the business and the business affairs of the Company, to replace, appoint, direct and substitute the Manager (or any other manager of the Company), to vote as a "member", to amend and restate this Agreement, to access information and review the Company's books and records, to compel dissolution, to share profits and losses, to receive, cause and declare distributions, and to receive allocation of income, gain, loss, deduction, credit or similar items, and all other economic, control and "member status" rights) and such Assignee shall automatically (without further requirements, including under Section 9 hereof) be a Member of the Company with all rights and powers of a Member (and, if elected, of the Manager) and as a "member" under the LLC Act. No such assignment, sale or other disposition shall constitute an event of dissolution or withdrawal under any provision hereunder or otherwise. Further, no lender or any such Assignee shall be liable for the obligations of any Member assignor to make contributions. Each of the Manager and the Members approve all of the foregoing and the Manager and each of the Members agree that no further approval, consent, notice or other action shall be required for the exercise of any rights or remedies under such collateral documentation (except as may be expressly provided in such collateral documentation). This Section 9 shall not be amended or otherwise modified without the prior written consent of the lenders (or any representative thereof) to which all or any portion of the membership interests have been pledged as collateral for so long as such indebtedness is outstanding. Any provision to the contrary contained in this Agreement notwithstanding, the membership interests issued hereunder or covered hereby shall not (i) be deemed to constitute a "security" governed by Article 8 of the UCC or (ii) become certificated. Any certificate issued by the Company shall be void. This Section 9 shall not be amended or otherwise modified without the prior written consent of the lenders (or any representative thereof) to which all or any portion of the Interests have been pledged as collateral for so long as such indebtedness is outstanding.

Any provision to the contrary contained in this Agreement notwithstanding, the Interests issued hereunder or covered hereby shall not (i) be deemed to constitute a "security" governed by Article 8 of the UCC or (ii) become certificated. Any certificate issued by the Company shall be void. This Section 9 shall not be amended or otherwise modified without the prior written consent of the lenders (or any representative thereof) to which all or any portion of the Interests

have been pledged as collateral for so long as such indebtedness is outstanding.

10. Miscellaneous.

(a) Amendments. For so long as the Member is the sole member of the Company, the Member can amend this Agreement unilaterally at any time.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

- CONFIDENTIAL -

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

MEMBER:

R&T DEPOSIT NETWORKS, LLC

DocuSigned by:
Sabra Baum
By: _____
Name: Sabra Baum
Title: General Counsel & Corporate Secretary

COMPANY:

R&T DEPOSIT MARKETPLACE, LLC

DocuSigned by:
Sabra Baum
By: _____
Name: Sabra Baum
Title: General Counsel & Corporate Secretary

- CONFIDENTIAL -

EXHIBIT A

MEMBER INFORMATION:

Name	Contact Information	Membership Percentage
R&T Deposit Networks, LLC	Address: 1370 Broadway, 17 th Floor, New York, New York 10018 Attention: General Counsel, Sabra Baum; sbaum@rnt.com	100%

- CONFIDENTIAL -

EXHIBIT B**INITIAL OFFICERS:***(as of the date of this Agreement)*

Name		Title
Susan	Cosgrove	CEO & Board Chair
Andrew	Mintz	EVP, Strategic Advisor
Christopher	Gerosa	EVP, Chief Financial Officer
Jason	Mull	EVP, Chief Risk Officer and Chief Information Security Officer
Jeffrey	Zuendt	EVP, Chief Deposit Officer
Joe	Carroll	EVP, Chief Operating Officer
Kevin	Bannerton	EVP, Chief Product Officer
Kimberley	Liao	EVP, Head of Regulatory Relations & Affairs
Michelle	Barone	EVP, Chief Revenue Officer
Mieko	Shibata	EVP, Chief Information Officer
Sabra	Baum	EVP, General Counsel & Corporate Secretary
Adil	Sheikh	SVP, Head of Production Support
Alex	Shuster	SVP, Operations
Brian	Klemballa	SVP, Head of Automation and Resiliency
Brian	Wippich	SVP, Head of Security
Connie	DiMeo	SVP, Senior IT Program Manager
Damon	Chan	SVP, Bank Research
Daniel	Finley	SVP, Head of Revenue Operations, Distribution Channels and Partners, Marketing and Communications
David	Buksbaum	SVP, Chief Architect
Emily	Fox	SVP, Head of DDM Sales
Esther	Cheung	SVP, Head of Accounting Policy & External Reporting
Eric	Ho	SVP, Chief Technology Officer
Kim	Freytes	SVP, Deputy Chief Risk Officer
Kelly	Cooper	SVP, Compliance
Nominta	Rajan	SVP, Senior Program Manager
Ralph	Lech	SVP, Security Architect
Stephen	Curasco	SVP, Controller
Stephen	Prosperi	SVP, Head of Digital Products and Client Experience
Steven	Spino	SVP, Deposit Funding Specialist
Susan	Cisneros	SVP, Operational Governance

