

Certificates of Deposit Accounts; Truth in Savings Act Disclosure

The disclosures that apply to your CD are provided in your Deposit Account Agreement (see Section IV. "Certificates of Deposit; Truth in Savings Disclosure"). The disclosures set forth below reflect the Deposit Account Agreement (effective April 29, 2017) as amended (text modified by amendment is shown in italics). You are encouraged to review your Deposit Account Agreement, as amended from time to time, for additional terms and conditions that apply to your CD.

1. Minimum Deposit: A minimum deposit of at least \$500 is required when opening a CD Account. Your CD Account will not begin to earn interest until your CD Account has reached the \$500 minimum deposit. However, you have thirty (30) days from the day you open your CD Account (opening day plus thirty (30) days) to fully fund your CD Account. You are not permitted to deposit additional funds into your CD Account after it has been open for more than thirty (30) days from the day of opening. If you fail to fund your CD Account with at least the minimum deposit of \$500 within thirty (30) days of CD Account opening, we may close your CD Account. The term of your CD begins on the day of the final deposit into your CD Account.

2. Maximum Deposit Limitation:

a. New Account Limits—Account owners solely holding Accounts opened after April 15, 2016 ("New Accounts") (each owner a "New Account Owner") are subject to a maximum deposit balance limit across all Accounts (which includes Online Savings and CD Accounts) of \$1,000,000 per New Account Owner with a \$1,000,000 per Account maximum. With respect to joint New Accounts, for purposes of determining the maximum deposit balance permissible per New Account Owner, each joint Account owner will be attributed an equal portion of the balance of the joint Account.

Calculation of Limits for New Accounts—For purposes of calculating the maximum aggregate deposit balance permissible, for each New Account Owner, deposit balances include principal deposited in all Accounts (which includes Online Savings and CD Accounts) held by the same Account owner at the Bank but does not include interest earned and credited but not withdrawn.

b. Legacy Account Limits—Legacy Account Owners will continue to have a maximum aggregate deposit balance limit across all Accounts (which includes Online Savings and CD Accounts) per Account owner of \$3,000,000, with a \$1,000,000 per Account maximum. With respect to joint Legacy Accounts, for purposes of determining the maximum deposit balance permissible per Account owner, each joint Account owner will be attributed the full amount of the balance in the joint Account. For the avoidance of doubt, joint Accounts with at least one Legacy Account Owner will be treated as joint Legacy Accounts for purposes of the maximum deposit limits.

Calculation of Limits for Legacy Accounts—For purposes of calculating the maximum aggregate deposit balance permissible, for each Legacy Account owner and in each Account, deposit balances include principal deposited in all Accounts (which includes Online Savings and CD Accounts) held by the same Account owner at the Bank but does not include interest earned but not withdrawn.

- c. Return of Funds—If you deposit funds that cause your Account balance to exceed the applicable maximum aggregate limits by greater than or equal to \$1,500 (or such lesser amount as determined by the Bank in our sole discretion), you authorize us to return the full excess deposit balances to you via check, or, subject to applicable authorization requirements, via ACH Transfer or wire transfer. If we receive a wire transfer or ACH Transfer from you for deposit and the deposit would cause you to exceed the applicable maximum aggregate limits, we may, in our sole discretion, reject and return the wire transfer or ACH Transfer, in accordance with applicable requirements.
- 3. Interest: Your CD Account will not begin to earn interest until your CD Account has reached the \$500 minimum deposit. The interest rate and APY is fixed for the term of your CD Account. The stated APY in your deposit Account confirmation notice assumes interest remains on deposit until maturity, subject to applicable maximum deposit limits. If you elect to withdraw interest during the term of the CD Account, the APY you receive will be lower than the stated APY. Interest is compounded daily and credited to the CD Account monthly. Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal and interest that has accrued in the CD Account each day. This means that the interest from your Account is calculated every day on a 365-day year/ 366-day for leap years. Interest begins to accrue on the Business Day that we receive your deposit, subject to the CD Account reaching the \$500 minimum deposit. The interest rate and APY will depend on when your CD Account reaches the \$500 minimum deposit. If the CD Account is closed before interest is credited, accrued interest will be paid through the last full day before the day the CD Account is closed, but an early withdrawal penalty will apply if closed prior to maturity.

- 4. Rate and 10-Day CD Rate Guarantee: If your CD Account reaches the \$500 minimum deposit within ten (10) days of the day you open your CD Account (opening day plus ten (10) days), you will get the highest published interest rate and APY we offer on the CD product and term you selected during that period, starting on your Account opening date and extending for ten (10) days. Please allow enough time for us to receive your deposit. If your CD Account does not reach the \$500 minimum deposit within ten (10) days of the day you open your Account, your rate will be the interest rate and APY available for your CD product and term on the day your CD Account reaches the \$500 minimum deposit. Remember, you must fully fund your CD Account within thirty (30) days of the day you open your CD Account; you are not permitted to deposit additional funds into your CD Account after this thirty (30) day period. For the avoidance of doubt, the interest rate and APY that will apply to your CD Account will be the interest rate and APY applicable at the time your account reaches the \$500 minimum deposit.
- 5. Payment of Interest: Accrued interest will be credited to your CD Account monthly. We only pay interest in whole cents and use standard rounding rules to calculate the amount of interest earned. This means that an amount equal to or greater than one half of one cent accrued during a monthly interest period is rounded up to the next whole cent and an amount less than one half of one cent accrued during a monthly interest period is rounded down to zero. You can withdraw the interest credited to your Account (without an early withdrawal penalty) at any time during the term of the CD Account. For example, you may initiate a withdrawal on a one-time basis or each month to transfer credited interest to a linked external account or you may have your credited interest automatically withdrawn on a monthly basis by setting up a recurring transfer. Transfers of interest to your other Accounts at the Bank are subject to the maximum deposit limitations. If you elect to withdraw interest during the term of the CD Account, the APY you receive will be lower than the stated APY.
- **6. Early Withdrawal of Principal:** You are not permitted to withdraw a portion of your principal at any time prior to maturity. You may withdraw the entire principal amount prior to maturity, but you will be charged an early withdrawal penalty. The principal, however, may be withdrawn prior to maturity without a penalty if you die or if there is a judicial or administrative determination that you are legally incompetent.
- 7. Early Withdrawal Penalty: You are not permitted to withdraw a portion of your principal at any time prior to maturity. If you withdraw the entire principal amount from your CD Account prior to maturity, you will be charged an early withdrawal penalty based on the term of your CD and the principal. The applicable early withdrawal penalties are as follows:

CD Term	Early Withdrawal Penalty
Less than 12 months	90 days simple interest on the principal at the rate in effect for the CD
12 months to 5 years	270 days simple interest on the principal at the rate in effect for the CD
More than 5 years	365 days simple interest on the principal at the rate in effect for the CD

For purpose of calculating the early withdrawal penalty, simple interest is calculated on a 365-day calendar year, even in a leap year. An early withdrawal penalty could result in the reduction of the principal.

8. Maturity Grace Period; Renewal: There is a ten (10) day grace period (the "Grace Period") beginning on the day after the maturity date (maturity date plus ten (10) days), in which you may withdraw principal without penalty or renew your CD Account with the same term. If you withdraw the funds in your CD Account during the Grace Period, interest will continue to accrue at the same interest rate and APY as the prior term and will be paid through the last full day before the day the funds in the CD Account are withdrawn.

If we do not hear from you during the Grace Period, and we do not send you a notice of non-renewal, your CD Account will automatically renew for another term. The renewal term will begin (retroactively) on the day after the maturity date of the previous CD Account term. The principal balance for the renewal term will be the total balance in the CD Account (principal plus the interest that was not previously withdrawn) on the date the CD Account is renewed. Each renewal will be on the same terms, except that the rate of interest will be the highest interest rate and APY we offer for the same CD term that is available during the Grace Period.

We reserve the right not to renew your CD Account if we send written notice of non-renewal to your address of record with the Bank at least thirty (30) days before the date your CD Account will mature. If we send you notice of non-renewal, you fail to contact us during the Grace Period, and we are unable to reach you to return the funds, you agree that we may transfer the balance from your CD Account to an Online Savings Account.

Marcus by Goldman Sachs[®] is a brand of Goldman Sachs Bank USA, which is a wholly-owned subsidiary of The Goldman Sachs Group, Inc., a New York State-chartered bank and a member of the Federal Reserve System and FDIC. All savings deposit products provided by Goldman Sachs Bank USA.