



# Customer Account Agreement & Disclosures

Institutional

June 27, 2025

## RBC Clearing & Custody

250 Nicollet Mall | Minneapolis, MN 55401-1931  
(800) 759-4029 | [www.rbcclearingandcustody.com](http://www.rbcclearingandcustody.com)

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**Clearing &  
Custody**

**Investment and insurance products offered through RBC Clearing & Custody are not insured by the FDIC or any other federal government agency, are not deposits or other obligations of, or guaranteed by, a bank or any bank affiliate, and are subject to investment risks, including possible loss of the principal amount invested.**

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## FACTS

### WHAT DOES RBC CAPITAL MARKETS, LLC DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Assets and investment experience
- Account balance and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons RBC Capital Markets, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does RBC Capital Markets, LLC share?	Can you limit this sharing?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For our nonaffiliates to market to you</b>	No	We don't share

#### To limit our sharing

- Call 1-844-937-2296 (toll free) — our menu will prompt you through your choices(s).
- Visit us online: <https://secure.rbcwm-usa.com/optout>.
- Your choice to limit marketing offers from our affiliates will apply until you tell us to change your choice. You do not need to act again if you have already made a choice to limit marketing offers from our affiliates and have not told us to change your choice.

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share information about you as described in this notice.

However, you can contact us at any time to limit our sharing.

#### Questions?

Call 1-844-937-2296 (toll free) or go to [www.rbc.com/privacysecurity/ca/index.html](http://www.rbc.com/privacysecurity/ca/index.html).

Who we are	
Who is providing this notice?	RBC Capital Markets, LLC, which includes the divisions of RBC Wealth Management and RBC Clearing & Custody.
What we do	
How does RBC Capital Markets, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does RBC Capital Markets, LLC collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ open an account or seek advice about your investments</li> <li>■ buy or sell securities or make deposits/or withdrawals</li> <li>■ enter into an investment advisory contract</li> </ul>
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	We limit sharing by individuals, not accounts. Your choices will apply to you individually and to everyone with whom you hold an account jointly at the time you make your choices. You must tell us at or after the time you open or hold an account jointly with someone else if you wish to apply your choices to them.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include: <ul style="list-style-type: none"> <li>■ Companies with an RBC name, such as Royal Bank of Canada; RBC Wealth Management; RBC Capital Markets, LLC; and RBC Bank (Georgia), N.A.</li> <li>■ Companies with a City National name, such as City National Bank; City National Securities, Inc.; and City National Rochdale, LLC.</li> <li>■ Symphonic Financial Advisors, LLC; RIM Securities, LLC; Symphonic Securities, LLC; Datafaction, Inc.; Symphonic Insurance, LLC; Convergent Wealth Advisors, LLC; Mid-Continent Capital, LLC.; Matthews International Capital Management, LLC; and First American Commercial Bancorp, Inc., doing business as First American Equipment Finance.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ RBC Capital Markets, LLC does not share with nonaffiliates to market to you.</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ RBC Capital Markets, LLC does not jointly market.</li> </ul>
Other important information	
<p>RBC Capital Markets, LLC has entered into a Protocol for Broker Recruiting with certain other brokerage firms under which your RBC Capital Markets, LLC financial advisor may take your personal information—specifically, your name, address, telephone number, email address, and account title—in the event your financial advisor leaves RBC Capital Markets, LLC and joins one of the other member brokerage firms. If you are an RBC Wealth Management client and choose to limit this sharing, RBC Capital Markets, LLC will notify your financial advisor of your decision to keep your personal information confidential and that you do not want your personal information shared by your financial advisor with his/her new firm. To limit this sharing, call 1-844-937-2296 (toll free) Monday–Friday, 8:00a.m.–4:30p.m. CT.</p> <p>While this privacy notice also describes the privacy practices of RBC Clearing &amp; Custody, RBC Capital Markets, LLC does not share information regarding accounts carried by those firms to affiliates for their marketing purposes; therefore, holders of those accounts do not need to opt out.</p> <p>For Vermont Members/Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.</p> <p>Additional information concerning our privacy policies can be found at <a href="http://www.rbc.com/privacysecurity/ca/index.html">www.rbc.com/privacysecurity/ca/index.html</a> or call 1-844-937-2296 (toll free).</p> <p>For California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account. For more information, please see our “California Privacy Notice” under Privacy Policy on our public websites at <a href="http://www.rbcwm.com/disclosures">www.rbcwm.com/disclosures</a> and <a href="http://www.rbcclearingandcustody.com/disclosures">www.rbcclearingandcustody.com/disclosures</a>.</p>	

# California Privacy Notice



PLEASE RETAIN A COPY OF THIS DOCUMENT  
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This CALIFORNIA PRIVACY NOTICE supplements the information contained in the Privacy Statement of RBC Capital Markets, LLC (“we”, “us”, “our”) and applies solely to the rights of California residents with respect to “Personal Information” as defined in the California Consumer Privacy Act (“CCPA”), as amended by the California Privacy Rights Act (“CPRA”). Any capitalized terms used in this policy have the same meaning as in the CCPA unless otherwise defined.

## PERSONAL INFORMATION WE COLLECT

As used in this California Privacy Notice, “personal information” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include: (i) publicly available information from government records; (ii) de-identified or aggregated consumer information; or (iii) personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA) and the Gramm-Leach-Bliley Act (GLBA). As a financial institution, the vast majority of the information we collect is subject to the privacy provisions of GLBA or falls within another exception listed above, and is therefore not subject to the disclosure provisions of CCPA. However, we are including below all such information that we collect in the interests of full disclosure.

We have collected the following categories of personal information from consumers within the preceding twelve (12) months:

- A. Identifiers** such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifiers.

*Source*—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

*Business purpose for collection*—We collect this data to market to clients and potential clients and service

existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- B. Personal information categories** listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) such as name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.

*Source*—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

*Business purpose for collection*—We collect this data to market to clients and potential clients and service existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services.

**Investment and insurance products offered through RBC Capital Markets, LLC are not insured by the FDIC or any other federal government agency, are not deposits or other obligations of, or guaranteed by, a bank or any bank affiliate, and are subject to investment risks, including possible loss of the principal amount invested.**

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- C. Protected classification characteristics** under California or federal law such as age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

*Source*—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

*Business purpose for collection*—We collect this data to market to clients and potential clients and service existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- D. Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

*Source*—We collect this data from the consumer, the consumer's transactions within an account, counterparties to these transactions, and from government agencies, registries or public records.

*Business purpose for collection*—We collect this data to comply with applicable law, market to clients and service clients, including maintaining or servicing accounts, providing customer service, processing

or fulfilling orders and transactions, preventing fraud, processing payments, providing advertising or marketing services, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf. We also share this information with affiliates for marketing purposes, and with governmental entities.

*Retention* - We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- E. Internet or other electronic network activity information**, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.

*Source*—We collect this data from reviewing the consumer's electronic browsing history on our website.

*Business purpose for collection*—We collect this data to market to clients, provide advertising or marketing services, or similar services, and prevent fraud.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- F. Geolocation data**

*Source*—We collect this data from reviewing the geolocation data revealed when a consumer accesses our website.

*Business purpose for collection*—We collect this data to market to clients, provide advertising or marketing services, or similar services, and prevent fraud.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- G. Audio, electronic, visual, thermal, olfactory, or similar information**

*Source*—In compliance with any applicable notice requirements, we may record phone calls.

*Business purpose for collection*—We collect this data as may be required by law or to verify trade or other instructions given to us.



*Parties with whom information was shared*—We share this information with service providers so that they can store information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

**H. Professional or employment-related information**

*Source*—We collect this data from the consumer.

*Business purpose for collection*—We collect this data to service existing clients, including maintaining or servicing accounts, providing advertising or marketing services, providing analytic services, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

**I. Education information**, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).

*Source*—We collect this data from the consumer.

*Business purpose for collection*—We collect this data to service existing clients, including maintaining or servicing accounts, providing advertising or marketing services, providing analytic services, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

**J. Inferences** drawn from any of the above information to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

*Source*—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

*Business purpose for collection*—We collect this data to market to clients and potential clients, providing advertising or marketing services, providing analytic services, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

**K. Sensitive Personal Information**, defined as personal information that reveals any of the following:

- **A consumer's social security, driver's license, state identification card, or passport number.**

*Source*—We collect this data from the consumer and third party verification services.

*Business purpose for collection*—We collect this data to service existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- **A consumer's account log-in, financial account, debit card or credit card number in combination with any required security or access code, password or credentials allowing access to an account.**

*Source*—We collect this data from the consumer and related account data.

*Business purpose for collection*—We collect this data to service existing clients, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, preventing fraud, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- **A consumer's precise geolocation.**

*Source*—We collect this data from reviewing the geolocation data revealed when a consumer accesses our website.

*Business purpose for collection*—We collect this data to market to clients, provide advertising or marketing services, or similar services, and prevent fraud.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

- **A consumer's racial or ethnic origin, religious or philosophical beliefs, or union membership.**

*Source*—We collect this data from the consumer, third party verification services, commercially available sources such as mailing list providers; and publicly available sources such as telephone directories, newspapers, social media or internet sites, and from government agencies, registries or public records.

*Business purpose for collection*—We collect this data to market to clients and potential clients, providing advertising or marketing services, providing analytic services, or providing similar services.

*Parties with whom information was shared*—We share this information with service providers so that they can process information on our behalf.

*Retention*—We will not retain this information longer than necessary to accomplish the business purpose for which it was collected or as required by the terms of a client contract or applicable law.

## **PERSONAL INFORMATION WE SELL OR SHARE**

We do not sell or share (as such term is defined in 1798.140 of the CCPA) personal information and have not sold or shared consumer's personal information in the preceding twelve (12) months.

## **CONSUMER RIGHTS UNDER CCPA**

The CCPA provides Consumers with certain rights regarding their Personal Information. If you are a Consumer (hereafter "you" or "your" refers to a Consumer), this notice describes your CCPA rights and explains how to exercise your rights.

### **Right to Access**

You have the right to request, up to 2 times every 12 months, that we disclose to you the following:

- The categories of personal information we have collected about you.
- The categories of sources from which such personal information is collected.
- The business or commercial purpose for collecting your personal information.
- The categories of personal information about you disclosed for a business purpose during the last 12 months and the categories of third parties to whom such personal information was disclosed.
- The specific pieces of personal information we have collected about you.
- You have the right to request a portable copy of your Personal Information.

We will disclose the applicable information specified above to you upon receipt of your verifiable consumer request. **See "Submitting a Verifiable Consumer Request" section below.**

### **Right to Deletion**

You have the right to request that we delete any personal information about you which we have collected from you, subject to certain exceptions allowed under applicable law.

### **Right to Correct**

You have the right to request that we correct any incorrect personal information we may have about you.

### **Submitting a Verifiable Consumer Request—How to Exercise Rights of Disclosure, Deletion or Correction**

We are required to provide the information specified above to you, or delete or correct information in response to your request, only upon receipt of a verifiable consumer request. Your request must provide information to us that enables us to verify your identity (and, as applicable, of your authorized representative) in order for us to respond to your request. Upon receiving a request pursuant to this Policy, we will confirm receipt within 10 days and provide you with information about how we will verify and process the request. We will take reasonable steps to verify your identity (or the identity and authority of your authorized representative) prior to responding to your requests under CCPA. You agree to respond to reasonable requests by us for additional information to enable us to verify your identity in connection with your requests for information or deletion of information under the CCPA.

### **You may submit a verifiable consumer request by:**

- Contacting us by telephone at 1-844-937-2296 (toll free) between 8 a.m. and 4:30 p.m. Central Time
- Completing a request form online:  
RBC Wealth Management – U.S. clients visit <https://www.rbcwealthmanagement.com/en-us/legal/our-privacy-policy>  
RBC Clearing & Custody clients visit <https://www.rbcclearingandcustody.com/en-us/legal/privacy-policy>



Once your request is verified, we will promptly take steps to disclose and deliver, free of charge to you, the personal information required by the CCPA. We will deliver the information to you by mail or electronically within 45 days of receipt of your request, or such additional time as may be permitted under the CCPA.

#### **Right to Nondiscrimination**

We will not discriminate against you because you elect to exercise any of your rights under the CCPA including, but not limited to:

- Denying goods or services to you.
- Charging you different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties on you.
- Providing a different level or quality of goods or services to you.
- Suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

None of the foregoing, however, prohibits us from charging you a different price or rate, or from providing a different level or quality of goods or services to you, if that difference is reasonably related to the value provided to us by your data.

#### **Security of Personal Information**

We seek to protect Personal Information by implementing and maintaining reasonable physical, electronic, and procedural security measures and safeguards designed to protect Personal Information within our organization. We provide employee training in the proper handling of Personal Information.

#### **Updates**

This California Privacy Notice was last updated on June 28, 2024. We may modify this California Privacy Notice at any time. For questions concerning our privacy policies and practices, you may contact us by telephone at 1-844-937-2296 (toll free) between 8 a.m. and 4:30 p.m. Central Time.

# Terms and Conditions

As used in this Customer Account Agreement & Disclosures, (except as otherwise defined or as such terms are used in the Privacy Notice) the terms “you”, “your”, “yours”, “owner”, and “client” refer to the person or entity seeking to open an account with RBC C&C, and, the terms “RBC C&C”, “RBC CM,” “the Firm,” “we” and “our” refer to RBC Capital Markets, LLC and its RBC Clearing & Custody division.

## Responsibilities of Your Brokerage Firm and RBC Clearing & Custody

This is to inform you that your brokerage firm has entered into an agreement with RBC C&C for certain transaction processing, clearing, custodial and financing functions with respect to your securities account. This agreement allocates certain responsibilities and the performance of various functions with respect to your account between your brokerage firm and RBC C&C. In general, all activities related to the recommendation of securities transactions, the entering of orders, and the supervision of your account, including determining the suitability of transactions in your account, are performed by your brokerage firm. RBC C&C does not have any supervisory authority or responsibility, under the agreement or otherwise, with respect to the activities of your brokerage firm. Moreover, unless RBC C&C receives from you prior written notice to the contrary, it may accept from your brokerage firm as your agent, without any inquiry or investigation: (a) all orders for the purchase or sale of securities and other property in your account on margin or otherwise, and (b) any other instructions concerning your account or the property therein, including the transfer of funds to you or third parties. The following is a more detailed description of the responsibilities and functions allocated under the agreement.

### Responsibilities of Your Brokerage Firm

Your brokerage firm is exclusively responsible for:

1. Opening, approving and monitoring your account, including obtaining, verifying and retaining (a) information necessary to establish your account, (b) information relevant to the assessment of the suitability of transactions recommended to you (including your investment objectives and financial needs and resources), and (c) all other information and documentation with respect to your account that may be required by any applicable law, rule or regulation.
2. Any and all securities transactions in your account, including (a) having reasonable grounds for believing that any recommended transaction is suitable on the basis of facts, if any, disclosed by you as to your investment objectives, other security holdings and financial situation, and (b) that any transactions entered for your account are made in compliance with all applicable laws, rules and regulations.
3. Any investment advice given to you by your financial professional (broker) or any employees of your brokerage firm.
4. Accepting, recording and executing transactions for your account or transmitting orders or instructions from you to RBC C&C for the execution of transactions for your account.
5. Obtaining and providing to RBC C&C all data necessary for the proper performance of any functions allocated to RBC C&C with respect to your account.
6. Investigating and responding to any inquiries or complaints you may have concerning your account and promptly providing written notice to RBC C&C of any complaint made with respect to the services provided by or functions allocated to RBC C&C.
7. Ensuring that its employees comply with all applicable laws, rules and regulations, including, without limitation, the furnishing of any required prospectus or other disclosure statements.
8. Establishing the commissions charged to you for all transactions executed for your account and making details of such charges available to you upon your request.
9. Complying with all applicable laws, rules, regulations and restrictions regarding receipt of securities or funds.

## Responsibilities of RBC C&C

RBC C&C is responsible for:

1. Establishing and carrying an account for you based on information provided by your brokerage firm. Please note you may be responsible for certain fees and/or service charges related to the account carried by RBC C&C. Your Brokerage Firm can answer questions concerning these fees.
2. Settling and clearing securities transactions in your account in accordance with your brokerage firm's instructions. Unless RBC C&C receives from you prior written notice to the contrary, RBC C&C relies on instructions and orders received from your brokerage firm, as your agent, as being authorized by and suitable for you, and make no independent inquiry as to your authorization or the suitability of any transaction in your account.
3. Executing securities transactions for your account if requested by and in accordance with instructions received from your brokerage firm. RBC C&C will not execute any order received directly from you. If your brokerage firm gives specific instructions with respect to the routing of your orders, RBC C&C will follow those instructions. If your brokerage firm does not give specific instructions with respect to the routing of your orders, RBC C&C may execute the order itself, execute the order with another brokerage firm that is a market maker, or execute the order through a primary or regional securities exchange.
4. Preparing and transmitting, or supplying your brokerage firm with the information necessary to prepare and transmit, confirmations of securities transactions for your account. Please note that an annual fee will be assessed with respect to any inactive account. (Your brokerage firm can provide you with a definition of an inactive account.)
5. Preparing monthly or periodic statements of your account and transmitting such statements to you at the address provided by your brokerage firm.
6. Preparing and maintaining such books and records as are required for a broker-dealer performing the functions of a clearing broker pursuant to the agreement between your brokerage firm and RBC C&C and pursuant to all applicable laws, rules and regulations.
7. Receiving, delivering, holding and disbursing funds and securities for your account, including paying or collecting any interest or dividends and processing any exchange or tender offers, redemptions, conversions and the exercise of any options or rights with respect to securities, in each case in accordance with instructions received from your brokerage firm.
8. Extending credit to you for the purchase or sale of securities in your account in accordance with any margin agreement between you and RBC C&C and in accordance with all applicable laws, rules and regulations.
9. Safeguarding funds and securities in your account while such funds and securities are in the possession of RBC C&C.
10. Processing any instructions received regarding transfer of your account to another brokerage firm. Please note that service fees may apply for such account transfer services.

Please note that you are directly responsible to RBC C&C, as carrying broker of your account, for the payment of all securities purchased in and the delivery of all securities sold for your account by or upon order of your brokerage firm. We are pleased to provide these services to your brokerage firm with respect to your account. Please direct any questions you may have to your financial professional about the functions allocated between your brokerage firm and RBC C&C. If, however, you have questions concerning those areas for which RBC C&C is responsible which your financial professional cannot answer, please feel free to contact our Client Service Team at 612-607-8903.

## Additional Terms and Conditions

In consideration of RBC C&C acting as clearing broker for the client, and by acceptance of any of our clearing, execution, custody or other brokerage related services, the client agrees, with respect to all transactions, accounts, options or securities, acknowledges, agrees, represents and warrants to RBC C&C as follows:

### Client Acknowledgement and Agreement

1. You confirm that you are at least 18 years of age and of full legal age in your state of residence or, if the client is an entity or other third party, you confirm that the persons accepting these terms and conditions on behalf of such party have the authority to do so and that any representations, agreements or consents made herein will be made on behalf of such entity or other third party.
2. You acknowledge that you have received the terms and conditions and agree to abide by their terms as currently in effect or as they may be amended from time to time. If this account is a retirement plan using RBC C&C, you acknowledge you have received the applicable plan disclosure document(s).

## Internet Gambling Attestation

If client is an entity, you represent that neither the entity nor any entity controlling, controlled by or under common control with the entity is engaged in an Internet Gambling Business. For purposes of this representation, "Internet Gambling Business" shall mean the business of placing, receiving or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet.

## Customer's Agreement

- 1. Verification Recording:** The owner acknowledges that all information supplied by the owner will be subject to verification. The owner understands that RBC C&C may tape record telephone conversations with customers in order to verify data concerning securities transactions and hereby consents to such recording.
- 2. Disclosure of Financial Information:** The owner understands in connection with this agreement an investigation may be made whereby information is obtained relative to the owner's character, general reputation, and credit worthiness, and that the owner has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of this investigation.
- 3. Representations as to Capacity to enter into Agreement:** The owner represents that no one except the owner has an interest in the account or accounts of the owner with RBC C&C and the owner will notify us in writing of any change.
- 4. Applicable Regulations:** All transactions under this agreement shall be subject to the rules, regulations, customs and usages of the exchange or market (and its clearinghouse, if any) where executed and to all applicable Federal & State laws & regulations as currently existing and which, if modified shall supersede inconsistent provisions in the agreement. RBC C&C and your introducing firm are hereby constituted agents of the owner for the purposes of consummating all such transactions, in the state of residence or elsewhere, using our discretion as to marketplace, and RBC C&C is authorized for the account of the owner to expend such monies, and whenever necessary, to borrow and deliver such monies and/or property as may be required in respect to such transactions.
- 5. Execution of Orders:** All orders given by the owner for the purchase or sale of securities or other property, which may be traded on more than one exchange or market, may be executed on any exchange or market selected by RBC C&C. It is understood that we routinely execute orders for the purchase or sale of equity securities with other broker/dealers even though said securities may be listed on an exchange. It is further understood that in connection with such executions we receive a remuneration directly from such other broker/dealers which remuneration is in addition to the commissions charged by RBC C&C to the owner.
- 6. Lien:** All securities and other property whatsoever which RBC C&C or any affiliate of RBC C&C may at any time be carrying for the owner (either individually or jointly with others) or which may at any time be in our possession for any purpose, including safekeeping, shall be subject to a general lien for the discharge of all obligations of the owner to RBC C&C or any affiliate of RBC C&C regardless of the manner in which such obligations arise. Where RBC C&C or any affiliate of RBC C&C holds such property, it holds it for itself and as agent for any of its affiliates who are secured parties hereunder. RBC C&C shall have the right to transfer money or securities from any of your accounts to another when in our judgment such transfer may be necessary. Notwithstanding any other provision of this agreement, no lien or security interest in favor of RBC C&C, any affiliate of RBC C&C, or any third party is created under the terms of this agreement in any assets held in a retirement account, such as an IRA, which arise from obligations in connection with any other account, nor is such a lien or security interest created in any non-retirement account due to obligations in connection with any retirement account. Notwithstanding any other provision of this agreement, no proceeds of any securities-based line of credit extended by an affiliate of RBC C&C and deposited into your account shall be subject to any lien or security interest in favor of RBC C&C, an affiliate of RBC C&C, or any third party in a manner that would violate any regulations promulgated by the Board of Governors of the Federal Reserve System.

In addition to and not in limitation of all rights of setoff that RBC C&C and any affiliate of RBC C&C may have under applicable law, RBC C&C and each affiliate of RBC C&C shall have the right at any time and from time to time, to the fullest extent permitted by law, to place an administrative hold upon or set off and apply to the payment or reduction, either in whole or in part, of your indebtedness or other obligations now or hereafter existing whether or not RBC C&C or such affiliate of RBC C&C affiliate has made any demand for payment, all deposits (general or special, time or demand, provisional or final) and other obligations at any time held or owing by RBC C&C or such affiliate of RBC C&C to you.
- 7. Liquidation:** Whenever RBC C&C deems it necessary for the protection of RBC C&C or its affiliates, we are authorized, in our sole discretion, to close out the account in whole or in part and in connection therewith we may sell, assign and deliver all or part of the securities, option contracts, or other property, pledged hereunder, upon any exchange or market or at any public or private sale at our option, and make any necessary purchase to cover short sales or open option contract positions, all without demand for margin, advertisement, or notice of purchase or sale to the owner, or to your personal representatives (which are hereby expressly waived), and no specific demand or notice shall invalidate this

waiver. After deducting all costs and expenses of the purchase and/or sale and deliveries, including commissions and reasonable legal fees RBC C&C, shall apply the residue of the proceeds to the payment of any and all liabilities of the owner to RBC C&C or its affiliates, and the owner shall remain liable for any deficiency. Upon any such sale, other than private sale, we may purchase the whole or part thereof free from any right of redemption. In the event of the death of the owner, the authorizations given by this paragraph shall continue to be effective and shall be effective upon the personal representatives of the owner.

- 8. Maintenance Margin Requirements:** The owner is aware that RBC C&C may impose margin requirements more stringent than those required by law or regulatory bodies. The owner further acknowledges that such house requirements may be changed or modified by us from time to time without prior notice to the owner. The owner hereby agrees to comply with said house requirements in addition to all legal and regulatory requirements governing owner's account. The owner further agrees that any waiver by us or failure to promptly enforce, as to the owner's account or that of others, such house requirements shall not stop or otherwise prevent us from subsequently enforcing said requirements with regard to the owner's account.
- 9. Interest Charges:** Interest on debit balances shall be charged in accordance with RBC C&C interest computation schedule under Rule 10b-16 of the Securities Exchange Act of 1934. RBC C&C may charge the owner's account with such usual and customary charges as we make to cover our services and facilities, including those for any check received by RBC C&C for the account of the owner which check is returned by the drawer's financial institution for insufficient funds. It is understood that such interest charges may exceed the permissible rate under the usury laws of the state in which the owner resides. The owner expressly waives any rights which the owner might otherwise have under such statute and specifically agrees that the permissible rate of interest which may be charged to margin customers under the laws of the State of Minnesota shall govern. It is understood and acknowledged that the interest charge made to the owner's account at the close of one charge period will be compounded, that is, added to the opening balance for the next charge period unless paid, thereby becoming part of the principal amount and bearing like interest.
- 10. Payment of Indebtedness Upon Demand:** The owner undertakes upon demand, to discharge the owner's obligations to RBC C&C, or, in the event of a closing of any account of owner in whole or in part by RBC C&C or the owner, to pay the deficiency, if any, and the owner agrees to reimburse us for any costs or expenses incurred in collecting such amounts, including reasonable attorney's fees.
- 11. Presumption of Receipt of Communications:** Communications may be sent to the owner at the address indicated in our records from time to time, and all communications so sent, whether by mail, telegraph, messenger or otherwise shall be deemed given to the owner personally, whether actually received or not. Reports of the execution of orders and statements for the accounts of the owner shall be conclusive if not objected to in writing at once. You authorize RBC CM and its employees to communicate with you via e-mail. I acknowledge that, since such e-mails are not encrypted, e-mails sent and received by RBC CM may not be secure. RBC CM shall have no liability arising out of communications sent via unencrypted e-mail.  
  
If correspondence to a client is returned to RBC CM as undeliverable or RBC CM is otherwise unable to locate a client, RBC CM may, but is not required to, terminate all standing instructions for the client's account, including transfers of securities or cash in or out, good until cancelled orders, and automatic investment elections (including any dividend reinvestment plans and periodic purchases and sales of mutual funds). RBC CM will not be required to take any action with regard to the account or any property in the account, including participating in any voluntary reorganizations or other offerings made by issuers of securities in the account. Any fees applicable to the account, including account maintenance fees, will continue to be charged against existing assets in the account.
- 12. Extraordinary Events:** RBC C&C shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control.
- 13. Governing Law: Obligations continuous:** This agreement shall be governed by the laws of the State of Minnesota, exclusive of that state's choice-of-law provisions. The provisions of this agreement shall be continuous and cover individually and collectively all accounts which the owner may open or reopen with RBC C&C and shall inure to the benefit of RBC C&C, our successors and assigns and shall be binding upon the owner and/or the estate, executors, administrators and assigns of the owner.
- 14. Amendment; Termination of Account:** RBC CM may in its sole discretion prohibit or restrict trading of securities or substitution of securities in any of your accounts without notice to you. RBC CM has the right to terminate any of your accounts (including multiple owner accounts) at any time by notice to you or your Financial Professional. Additionally, RBC CM has the right to terminate any of your Accounts that does not hold assets without notice to you or your Financial Professional. The provisions of this agreement shall survive the termination of any of your accounts. RBC CM may modify the terms of this agreement at any time upon prior written notice to you. By continuing to accept services from RBC CM thereafter, you will have indicated your acceptance of any such modification. If you do not accept such modification,



you must notify RBC CM in writing; your account(s) may then be terminated by RBC CM, after which you will remain liable to RBC CM for all outstanding obligations. You may close any of your accounts at any time by giving RBC CM written notice, provided that RBC CM receives all securities and/or other property for which your account(s) are short and you have satisfied all of your obligations that you owe to RBC CM for any reason. On termination of this agreement or closure of your account(s), it will be your responsibility to issue instructions in writing with regard to the assets held in your account(s). Unless and until RBC CM receives such instructions, it will be under no obligation to take any action with regard to your assets. You are responsible for any transaction costs associated with your instructions, including commissions and related costs.

- 15. Headings:** The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
- 16. Important information about procedures for opening a new account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. For Entity accounts, RBC CM may obtain, verify, and record information that identifies beneficial owners and control persons. What this means to the account owner: When an account is opened, we may ask for the account owner's name, address, date of birth and driver's license or other identifying documents that will allow us to verify the account owner's identity. We verify this information using third party resources. If we are unable to verify your identity using these resources or you are new to the firm, we may contact you for additional information or request a copy of an identification document such as a driver's license or passport.

## Indemnifications

You agree to indemnify and hold harmless RBC CM, its affiliates, divisions and their directors, officers, agents and employees from and against all claims, actions, losses, costs and liabilities, including attorney's fees, arising out of or relating to their reliance on your trading, withdrawal and fee payment Authorizations, and their reliance and execution of your brokerage firm's instructions.

## Applicable Law and Regulations

All transactions in your Account shall be subject to all applicable laws and the rules and regulations of all federal, state and self-regulatory agencies, including, but not limited to, the Securities and Exchange Commission, the Commodity Futures Trading Commission, the New York Stock Exchange, Inc. ("NYSE"), FINRA, the Board of Governors of the Federal Reserve System, and the constitution, rules, and customs of the exchange or market (and the related clearing facility or entity) where executed, as the same may be amended or supplemented from time to time.

## Partial Unenforceability

If any provision(s) of this Agreement are or should become inconsistent with any present or future law, rule or regulation of any sovereign government or a regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

## Order Routing Policies and Payment for Order Flow

You have the right to request information with respect to any order in an equity security or option that was placed on your behalf with RBC C&C during the six months preceding your request. Specifically, upon your request, RBC C&C will disclose where your order was routed for execution, or, alternatively, whether it was executed principally by RBC Capital Markets. Additionally, RBC C&C will disclose to you the time(s) of any execution(s) resulting from your order. While SEC rules require disclosure of whether an order was routed to a particular market center at your request, RBC C&C has a policy against accepting such directed orders from its clients. If you desire to make a request with respect to where your order was routed for execution and the time(s) at which your order was executed, you may contact your financial professional. Your brokerage firm may choose to execute trades away from RBC C&C. It is your brokerage firm's responsibility to disclose any payment it receives for order flow it directs to anyone other than RBC C&C. It is also your brokerage firm's responsibility to assess the quality of the market for trades executed away from RBC C&C.

For information with respect to RBC C&C's handling of customer orders see "SEC Order Handling Disclosures" at [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures). Should you desire a written copy of this information, contact your financial professional. Please see the "Order Routing Policies and Payment for Order Flow Disclosure" included in the "Customer

Account Agreement & Disclosures” booklet and published under “SEC Order Handling Disclosures” on our public website at [www.rbccclearingandcustody.com/disclosures](http://www.rbccclearingandcustody.com/disclosures).

## **Extreme Market Conditions Disclosure**

RBC CM endeavors to provide high levels of service to its clients even during events of extreme market conditions impacting trading of fixed income securities (e.g., a shortage of liquidity or divergent prices during periods of significant ratings changes, interest rate movements, or market-wide events). However, during such events, clients of RBC CM may experience interruptions in services and/or an increase in the average time required to execute a fixed income trade, including acceptance and execution of trade requests, pricing, price streaming, and/or market data dissemination. Also, obtaining fixed income securities prices that are fair, consistent, and reasonable may become more challenging during extreme market conditions. Consistent with market practice, RBC CM may implement special order handling procedures to maintain a fair and orderly market and, thereby, protect both RBC CM and its clients from extraordinary market risk. Please consult your financial professional should you have questions related to these types of events and their possible impact on fixed income trades.

## **Trading Outside of Market Hours**

Trading outside of normal market hours encompasses risks that may not be present during normal market hours. You accept those risks to the extent that you or your brokerage firm place an order with RBC CM for execution outside of normal market hours. Please see the “Extended Hours Trading Risk Disclosure” included in the Customer Account Agreement & Disclosures booklet and published under “Extended Hours Trading Risk Disclosure” on our public website at [www.rbccclearingandcustody.com/disclosures](http://www.rbccclearingandcustody.com/disclosures) for details. A printed copy of this disclosure may be requested from my financial professional.

## **Binding Upon Successors**

You hereby agree that this Agreement and all the terms thereof shall be binding upon your heirs, executors, administrators, personal representatives, successors, and permitted assigns, and shall inure to the benefit of RBC CM’s successors and assigns to whom RBC CM may transfer your Account.

## **Protecting Your Assets**

Securities in your account are protected up to \$500,000 (cash up to \$250,000) by the Securities Investor Protection Corporation (“SIPC”). RBC Capital Markets, LLC (“RBC CM”) has purchased an additional policy covering up to \$99.5 million per SIPC qualified account, subject to a maximum aggregate for RBC CM of \$400 million. This protection applies to the physical loss or destruction of your securities; it does not apply to any decline in the market value of your securities. Other investments shown on your statement but not held at RBC CM may not be protected by SIPC or private insurance policies purchased by RBC CM. For more details, please talk to your Financial Professional or call SIPC at (202) 371-8300 for a brochure or visit [www.sipc.org](http://www.sipc.org).

## **Important Notice Regarding Securities Lending**

RBC CM is permitted to lend or utilize margin securities in its possession and may receive compensation in connection with the use of such securities. Securities in your brokerage account that are not fully paid for and held in a margin account may be loaned by RBC CM. If the securities in your brokerage account are fully paid for, RBC CM may not use the securities for lending purposes without your consent which you may withhold.

## **Substitute Payments**

In the event you receive a substitute payment in lieu of a dividend or interest paid on a security you hold with us as fully paid, such payment may be taxable to you at a higher rate, such as the ordinary income rate, instead of at the qualified dividend or other rate or exemption for which you are eligible. Under such circumstances, we may, at our discretion, credit your account the difference between the estimated marginal federal and state tax rate and the estimated lower rate. Because individual tax situations differ, such credit may not be an exact reimbursement of the tax liabilities you incur as a result of receiving such a payment. Such credit may be subject to tax at the ordinary income tax rate. Please consult your tax advisor if you have any questions about your specific tax situation.

## Deposit of Free Credit

RBC CM invests and uses such cash balances as free credit from the date of deposit until the funds are distributed from your Account, which is a benefit to us. You understand that under applicable federal securities laws and the rules of the New York Stock Exchange, Inc., free credit balances may not be maintained in your account solely for the purpose of earning interest. In order to ensure that you are protected at all times, you must notify your financial professional promptly if any of your funds in your Account are no longer being held for the purpose of purchasing securities. RBC CM assumes no responsibility for any cash balances not protected by SIPC if such cash is held for a purpose other than the purchase of securities.

## Order Aggregation

Any order for your Account(s) may be aggregated with orders for the Account(s) of other clients and executed as one order. As a result, you may receive a price or average price that is different than the price or average price that you would have received had your order not been aggregated. In addition, aggregation of your order with orders of other clients may result in your order being only partially completed.

## Non-Transferable Securities

RBC CM reserves the right to remove from clients' accounts any securities that have no known transfer agent or administrator. The absence of a transfer agent or administrator means that a security cannot be transferred into the name of a new owner and thus cannot be traded, and it is a strong indicator that a security's issuer is inactive or insolvent. RBC CM removes any security that has had this characteristic for a period of six years or longer. Removed securities are reported on the client's year-end tax statement. Affected clients should consult their tax advisor for an opinion on whether they may claim a tax loss. Clients may request, through their financial professional, to receive a letter stating that there is no known current market for the removed security; however, the letter should not be considered to be conclusive evidence of a security's worthlessness.

## No Tax or Legal Advice

Neither RBC CM nor its affiliates provide legal, accounting or tax advice. All legal, accounting or tax decisions regarding your accounts and any transactions or investments entered into in relation to such accounts, should be made in consultation with your independent advisors. No information, including but not limited to written materials, provided by RBC CM should be construed as legal, accounting or tax advice.

## Municipal Securities Rulemaking Board (MSRB) Rule G-10

In accordance with the Municipal Securities Rulemaking Board (MSRB) Rule G-10, you are receiving this notification because you have or may have completed a municipal securities transaction through your introducing broker or hold a municipal securities position in an account held at RBC Capital Markets, LLC (RBC CM) this is to inform you that:

- **RBC CM and your introducing broker dealer are registered with the U.S. Securities and Exchange Commission and the MSRB**
- **The MSRB website is [www.msrb.org](http://www.msrb.org). The website provides a link to an investor brochure that describes the MSRB rule's protections and how to file a complaint with an appropriate regulatory authority**

If you have questions, please contact your financial professional.

## Important Notice Regarding Delivery of Shareholder Documents and Account Documents

For clients who do not take advantage of online access for suppressing shareholder document mailings, and that have an account that is shared by two or more clients at the same address that also have the same last name, or that we reasonably believe to be in the same family, we will mail a single prospectus, annual report or other shareholder document to the address.

If you would like to continue receiving separate shareholder documents, you must notify us within 60 days of the date of this mailing by calling 1-800-933-9946. Failure to notify us within 60 days implies your consent to this change. Your consent will remain until such time as you revoke it. You may revoke your consent at any time by calling 1-800-933-9946. We will begin sending separate shareholder documents to you within 30 days of the date when you revoke your consent. In addition, where two or more clients share the same address, we may consolidate some or all of the account statements,

summaries, and other account documents for such client accounts in the same envelope. This practice is known as “householding.” Accounts may be added to or excluded from householding as clients move to or from the address to which the household account statements were sent. Additionally, the individual selected to receive the household account statements may also change over time. If you wish to opt out of householding and receive statements for each account in separate envelopes, please contact your financial professional listed on the account statement.

## Foreign Securities and Currencies

### Foreign Currency Accounts

The provisions of this Section shall apply to any Account which will hold a currency denominated in any currency other than United States Dollars (USD) (each such currency referred to as a “Foreign Currency,” and, collectively, as “Foreign Currencies,” and each such Account referred to as a “Foreign Currency Account”). RBC CM may determine, at its discretion, whether or not to open a Foreign Currency Account or process any transaction involving a Foreign Currency. Subject to acceptance by RBC CM, any withdrawal, payment, foreign exchange, or transfer in or from any Foreign Currency Account will be made in the Foreign Currency designated by you, and the Account shall be debited in such Foreign Currency, including any applicable fees. Notwithstanding any other provisions of this Agreement, no withdrawal, payment or transfer from any Foreign Currency Account may be made by means of cash or a check drawn against such Account.

Should RBC CM accept any instructions given by your or any authorized party for your Foreign Currency Account in a currency other than USD, you must either have a Foreign Currency Account containing the specified Foreign Currency with a sufficient balance or RBC CM shall proceed to debit your Account for the USD equivalent of the amount of Foreign Currency to be paid at the RBC CM prevailing rate of exchange, whether such exchange is from USD or a different Foreign Currency. The execution of such instructions is conditioned on the applicable Foreign Currency being liquid and is subject to the time required to convert the Foreign Currency, as applicable. RBC CM is not liable to you or any other party for any costs, expenses, interest or claims arising from any Foreign Currency being illiquid or any such delays in execution caused by Foreign Currency conversions, including, but not limited to, any interest on amounts to be transferred pursuant to such instructions. Such timing can vary depending on the currency involved, time zones, local processing turnaround and other factors. The profit or loss in the currency conversion of any transaction in a security executed using a Foreign Currency will be affected by fluctuations in currency rates where there is a need to convert from one currency to another. RBC CM has the right to convert Foreign Currencies to USD in order to satisfy any obligation you may have outstanding (i.e. margin calls, foreign tax withholding, etc.) to RBC CM at the prevailing rate of exchange. The foreign currency conversion rate will appear on your trade confirmation. The rate at which Foreign Currency is exchanged for your Account may be different than the conversion rate received by RBC CM, resulting in spread-based revenue (“spread”) to RBC CM. The conversion rate of Foreign Currency and your spread will depend on market fluctuations as well as the amount, date and type of foreign currency transaction. In performing foreign currency transactions, RBC CM may act for you as agent or principal. RBC CM may, at its discretion, reject a foreign currency transaction request. RBC CM converts foreign currencies on the day it carries out a transaction executed using Foreign Currency for your Account.

Any Foreign Currency held in your account shall at all times and for all purposes be and remain denominated in the applicable Foreign Currency such that your account balance may be designated in multiple currencies. At any and all times, calculation of the balance in any Foreign Currency Account, as evidenced in records of RBC CM, shall (absent manifest error) be conclusive. Except to the extent otherwise required by the context thereof, any references to USD (or to specific USD amount) in this agreement, in the agreement governing your account or in any other account documents now or hereafter applicable to any Foreign Currency Account, shall, with respect to such account, be deemed to refer instead to the applicable Foreign Account Currency (or to equivalent amounts in the Foreign Account Currency) and, without limiting the generality of the foregoing: (i) any such reference to a minimum average balance requirement expressed in USD shall at all times apply to any Foreign Currency Account as though expressed in the then equivalent amount in the applicable Foreign Currency; (ii) any such reference to any other minimum or maximum amount expressed in USD shall at all times apply with respect to any Foreign Currency Account as though expressed in the then equivalent amount in the applicable Foreign Currency; and (iii) any such reference to any service commission or other fee or charge expressed in USD (including any such reference in any fee schedule furnished to you by us) shall at all times apply with regard to any Foreign Currency Account as though expressed in the then equivalent amount in the Foreign Currency. For all purposes relating to any Foreign Currency Account, the amount in the applicable Foreign Currency at any time equivalent to any given amount in USD shall be calculated at the then prevailing currency exchange rate as determined (absent manifest error) by you. By establishing and/or utilizing any Foreign Currency Account, you do so on your own initiative based upon an informed decision which you have reached after making such investigations and performing such analyses as you have deemed appropriate.

Foreign Currency that you deposit or maintain in a Foreign Currency Account will be on deposit at an unaffiliated bank. You will be responsible for any fees charged by such bank in connection with holding Foreign Currencies for your Account. You understand that Foreign Currency is not eligible for FDIC coverage nor any equivalent of such protection under the laws of any foreign jurisdiction. Foreign Currency maintained in your Foreign Currency Account will not earn interest. Foreign securities and foreign currencies held with the intent to purchase securities are eligible for Securities Investor Protection Corporation (“SIPC”) coverage. Foreign Currency transactions or investments in Foreign Currency are ineligible for SIPC protection. Foreign Currency will not invest under an Automatic Sweep Investment option/Cash Sweep Program.

### **Risks Related to Foreign Securities and Foreign Currencies**

There are a number of different risks associated with foreign securities and Foreign Currencies. These risks include political and economic risks including but not limited to country risk (political, social, and/or economic instability), native governmental, regulatory and taxation rules that differ from U.S. regulatory requirements or may be at odds with your stated investment objectives and/or currency risk. Other risks include civil conflicts and war, greater volatility, expropriation and nationalization risks, sanctions or other measures by the United States or other governments, currency fluctuations, higher transactions costs, delayed settlement, possible foreign controls on investment, liquidity risks, and less stringent investor protection and disclosure standards of some foreign markets. Events and evolving conditions in certain economies or markets may alter the risks associated with investments tied to countries or regions that historically were perceived as comparatively stable becoming riskier and more volatile. These risks are magnified in countries in emerging markets, which may have relatively unstable governments and less-established market economies than those of developed countries. Emerging markets may face greater social, economic, regulatory and political uncertainties. These risks make emerging market securities more volatile and less liquid than securities issued in more developed countries. RBC CM may not be able to exchange certain Foreign Currencies for USD or any other currency. Dividends and interest paid to your Account in Foreign Currency may not be liquid or deliverable, which may cause delays in, or inability to, pay, exchange, or transfer such currency. Before investing in any foreign security or holding, or transacting in, Foreign Currencies, you must become knowledgeable about that country’s political, social and economic conditions, as well as its tax laws and securities regulations and consider such factors in connection with all investment decisions.

Further, issuers of foreign securities may not publish or make available to shareholders prospectuses, annual reports, proxies or other shareholder documents and that even if published, such documents may not be available in English. RBC CM’s sole obligation with respect to such documents is to forward the documents as received by RBC CM from the issuer of the securities for your account.

### **Treatment of Personal Information, Proxy Materials and Issuer Communications for Foreign Securities**

You acknowledge that, if your account contains securities issued by a non-U.S. issuer, RBC C&C is not obligated to distribute issuer communications to you unless we specifically agree to do so or if it is required by U.S. laws, rules, and regulations applicable to RBC C&C. You consent to RBC C&C sharing personal information about you to the extent it is required by applicable non-U.S. laws. Specifically, but without limitation, Directive (EU) 2017/828 and the related Commission Implementing Regulation (EU) 2018/36/EC and national laws implementing those requirements (together, “SRD II”) allows a company with a registered office in the European Union (each, a “European Company”) which is admitted to trading on an European Union regulated market (each, an “EU Security”) to request certain information about you from RBC C&C including your name, address, electronic mail address (if available), and your holdings of the EU Security issued by such European Company. You consent to RBC C&C disclosing such information about you in response to such a request from the issuer of that EU Security, regardless of whether or not you meet the ownership threshold applicable under SRD II. In so responding, RBC C&C may respond directly to the applicable European Company or to intermediaries through which we receive such requests, in accordance with SRD II. RBC C&C may provide such information even if you object to us providing information about you to companies whose securities RBC C&C hold for your account under SEC Rule 14B-1(c), if you object to other disclosure or use of your personal information as described in the Privacy Notice, or if you’ve objected to any such disclosure under other applicable laws, rules, or regulations.

You acknowledge that you must enroll in electronic delivery of account notices and disclosures to receive notice of any voluntary corporate action, proxy, or other election available to you as a holder of EU Securities. If you do not enroll in electronic delivery, you nominate RBC C&C to receive such material on your behalf and we are not obligated to provide notice to you that we have received such material. You nominate RBC C&C to receive all confirmations in connection with the exercise of your rights as a holder of EU Securities in your account on your behalf and you acknowledge that RBC C&C will provide such confirmations to you upon your request.

For the avoidance of doubt, RBC C&C will have no liability to you for actions taken, or not taken, by us or our agents in good faith with the intention of complying with applicable non-U.S. laws affecting the securities we hold for your account, including, but not limited to, any provision of SRD II.



## Foreign Tax Reclaims

We have contracted with a third-party vendor to provide foreign tax relief and reclamation services which may allow you to receive favorable foreign tax withholding rate at the time any dividend or interest is paid to you in connection with securities of issuers based in certain foreign jurisdictions. The vendor charges certain fees for this service, including a percentage of the amount of the tax reclaim. We will automatically enroll you in the vendor's base program which covers certain foreign jurisdictions of commonly held securities, including Germany, Ireland and Japan\*. For foreign securities from other jurisdictions not included in the base service, you may elect to enroll in the full foreign tax relief service. For more information, please see "Foreign Tax Relief and Reclamation Overview" included in the Customer Account Agreement & Disclosures booklet and published on our public website at [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures). \*Jurisdictions covered in this service are subject to change at any time.

You may opt out of these services at any time by contacting your Financial Professional. If you choose to opt out, foreign tax withholding will be applied at maximum rates to all non-U.S. investment income and you should contact your tax advisor for tax advice. For more information about, or to opt out of, the basic relief service, or to enroll in the full reclamation service, you understand that you must contact your Financial Professional.

## Unclaimed Property

As a general matter, state law deems property in an Account to be unclaimed property when there is no owner-generated activity and/or there is an invalid mailing address associated with an Account during a statutorily-prescribed time period. If any of your Accounts meet the requirements of unclaimed property specified by state law, RBC CM is required to turn over property in your Account and/or distributions issued from your Account that remain unclaimed to the state associated with the address of record for your Account or, if none, to the state of Minnesota. Please note that many states liquidate account property in accordance with their unclaimed property laws which could pose financial, tax, or other implications for you. You can take steps to avoid your Accounts being deemed to hold unclaimed property including, but not limited to, maintaining contact with your financial professional, updating your Account addresses and information, regularly accessing your Accounts online, and conducting activity in your Accounts. Your Accounts remain subject to the terms of this Agreement, including, but not limited to fees and charges, liquidation of assets to cover debts, tax notices, and confirmations and notices relating to your Accounts, even if you do not actually receive notices or other mailings RBC CM sends to you at the address of record for your Accounts.

# Business Continuity Plan Disclosure

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RBC Capital Markets, LLC (the “Firm”) is registered as a broker-dealer and investment adviser with the U.S. Securities and Exchange Commission (SEC). You may receive services from RBC CM as a client of its RBC Wealth Management division or as a client of another broker-dealer or registered investment adviser for which RBC CM provides custody and clearing services through its RBC Clearing & Custody division. The Firm is committed to protecting its employees, clients and their assets at all times, including in times of emergencies or significant business disruptions. As part of this commitment, and in compliance with the internal Enterprise Business Continuity Management policy and industry regulations (FINRA, NFA, et al), the Firm maintains a business continuity plan (the “Plan”).

The Plan provides for sustainable operating environments during any crisis/incident or major business interruption that adversely impacts the Firm’s ability to conduct business. The Plan addresses various scenarios including but not limited to a departmental disruption, building, city-wide or regional disruption, or a pandemic incident.

The planning process begins with a review of financial and operational risk, communications, continuity plan documentation and exercises. The Firm employs multiple work area recovery strategies to provide continuous support. These strategies include but are not limited to: work displacement, work load shifting, alternate physical facilities, remote access, etc.

The Firm has implemented steps to allow clients prompt access to their funds and securities in the event of a significant business disruption. The recovery time objectives for the Firm’s essential business processes are determined through an annual Business Impact Analysis. These recovery objectives may be negatively affected by the unavailability of external resources and circumstances beyond the Firm’s control.

The Plan is maintained in multiple locations and updated annually or whenever there is a material change to the business.

The Firm continuously tests throughout the year to improve the Plan and provide the best possible recovery solution to the Firm and its clients. Because the Firm’s plan contains details of a confidential and proprietary nature it is not distributed to the public. The Plan is subject to modifications and any material changes to the statement above will be promptly posted on the Firm’s websites as required by applicable law. Hard copies of this disclosure document can be obtained upon contacting your financial professional or your representative of the Firm. See “Business Continuity Plan” on our public websites at:

[www.rbcwm.com/disclosures](http://www.rbcwm.com/disclosures),  
[www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures), or  
[www.rbccm.com/en/legal/business-continuity-plan.page](http://www.rbccm.com/en/legal/business-continuity-plan.page).

The Plans are confidential and proprietary in nature and are therefore not made available for public distribution.

**Investment and insurance products offered through RBC Capital Markets, LLC are not insured by the FDIC or any other federal government agency, are not deposits or other obligations of, or guaranteed by, a bank or any bank affiliate, and are subject to investment risks, including possible loss of the principal amount invested.**

# Dividend Reinvestment Program Disclosure

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The RBC Capital Markets, LLC ("RBC") Dividend Reinvestment Program (the "DRIP") is available to holders of eligible securities including common and preferred stock, exchange traded funds, closed-end funds, and unit investment trusts ("UITs") traded on a major exchange. Please contact your financial professional to determine if your holdings are eligible for the DRIP.

Dividends are reinvested in one of two ways depending on the type of security. UITs are reinvested through the Dividend Reinvestment Program of the Depository Trust Company ("DTC"). Other securities eligible for reinvestment are done so in-house, through RBC, via open market purchases.

## **In-house reinvestment:**

RBC aggregates dividends at the security level for open market transactions and purchases enough shares to cover the reinvestment quantity for all holders who have elected as such for each security on the date the dividends are paid. You may receive an average price per share for your reinvestment if the total number of shares is purchased in multiple lots or transactions.

## **DTC Dividend Reinvestment Program:**

For UIT reinvestments made through DTC, shares are purchased in accordance with the dividend reinvestment plan of the issuer of the UIT, as detailed in the applicable prospectus. For copies of the prospectus, please contact your financial professional. RBC does not facilitate any dividend reinvestment plan established by a closed-end mutual fund. However, shareholders who wish to participate in such a plan may elect to do so via direct investment with the fund's issuer.

If securities you own are enrolled in the DRIP, your account will receive a cash credit on pay date for those securities reinvested in-house and on reinvestment allocation date for those securities reinvested through DTC. Such credits are net of any applicable withholding. A debit is then processed in your account and the funds are used to purchase additional shares of the security.

Fractional shares cannot be purchased on the open market. However, RBC will allocate whole and fractional shares to accounts that have elected to participate in the DRIP. Should you sell your whole-share position at any time, RBC will sell the fractional remainder of the position beginning on the next business day after such sale and continuing on consecutive business days until the position is fully liquidated, subject to there being a market available for the shares. The price you receive for any fractional share will be the market price on the day that fraction is liquidated.

All dividend reinvestment activity will be displayed on your monthly account statement which will include all information required to be contained in an individual trade confirmation by Rule 10b-10 under the Securities Exchange Act. RBC does not provide individual trade confirmations for dividend reinvestment transactions. Information regarding any dividend reinvestment can be obtained directly from your financial professional beginning on the business day following the reinvested shares being credited to your account.

Reinvestment instructions made between record date and payable date of a dividend will not take effect until the next scheduled record date. Changing reinvestment elections does not impact special dividends or optional dividends. For optional dividend reinvestment, please contact your financial professional.

Enrollment in the DRIP is voluntary and can be changed at any time. RBC does not charge any fees or commissions for the program. To enroll in, or withdraw from, the DRIP for all eligible securities or specific securities, please contact your financial professional.

Participants in the DRIP will be notified in advance of any material changes to the program.

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# Extended Hours Trading Risk Disclosure

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You should consider the following points before engaging in extended hours trading. "Extended hours trading" means trading outside of "regular trading hours." "Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. Eastern Standard Time.

- **Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.
- **Risk of Higher Volatility.** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater the price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed, or not at all, or may receive an inferior price in extended hours trading than during regular market hours.
- **Risk of Changing Prices.** The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular market hours, or upon the opening. As a result, you may receive an inferior price in extended hours than you would during regular market hours.
- **Risk of Unlinked Markets.** Depending upon the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.
- **Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.
- **Risk of Wider Spreads.** The spread refers to the difference in price between what an investor can buy a security for and what an investor can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.
- **Risk of Lack of Calculation or Dissemination of Underlying Index Value or Intraday Indicative Value.** For certain derivative securities, an updated underlying index value or intraday indicative value may not be calculated or publicly disseminated in extended trading hours. Since the underlying index value and intraday indicative value are not calculated or widely disseminated during extended hours trading, an investor who is unable to calculate implied values for certain derivative securities in those trading sessions may be at a disadvantage to market professionals.

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# Foreign Tax Relief and Reclamation Overview



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If you hold international investments in your account with us, it is important for you to be aware of your options for relief and reclamation of foreign withheld tax on your dividend and interest payments. We have contracted with a third party vendor, GlobeTax, to provide foreign tax relief and reclamation services.

## WHAT IS FOREIGN TAX RELIEF AND RECLAMATION?

When an international company pays dividends or interest, the income is often subject to tax withholding by the foreign government. Foreign tax is withheld regardless of account type.

Foreign withholding tax relief (“relief at source”) involves applying the “most favorable rate of taxation” to foreign source payments received by the client. Factors in determining the rate include account type, the taxing authority of the issuer and the home country of the investor.

Foreign withholding tax reclamation allows investors to reclaim previously withheld tax paid under a higher withholding rate than the most favorable rate possible for the client.

## WHAT SERVICES DOES GLOBETAX PROVIDE?

**Basic service:** With basic service, GlobeTax determines the “most favorable” tax rate to apply to a foreign dividend or interest payment. There is a 3% fee on the benefit received with a \$200 cap per payment. The basic service covers certain primary markets including, but not limited to, Canada, Ireland and Japan.

**Full service:** In addition to the basic service, the full service allows GlobeTax access to many additional markets and you will receive the most favorable rates possible. Relief at source benefits are subject to a 3%

fee with a \$200 cap per payment. Long form reclaims are subject to additional fees, including service fees up to 35% depending on the account type, IRS 6166 fees, and a \$200 maintenance fee depending on benefit received.

Upon enrollment, GlobeTax will perform up to a five-year look-back for previously withheld taxes paid at a higher rate than what GlobeTax is able to obtain on your behalf. This additional service covers markets where a dual taxation treaty exists and are subject to change at any time. The fees for reclamation vary. Timing of the look-back varies based on statute of limitations per country. Receiving reclamation funds may take 12 to 48 months depending on the foreign taxation entity.

*See the example on page 2 for an illustration of potential fees.*

## HOW DO I ENROLL OR QUALIFY FOR THE BASIC OR FULL SERVICE?

**Basic service:** Unless your broker-dealer or registered investment adviser firm has opted-out of this service, RBC CM automatically enrolls you in the GlobeTax basic service. No action is required.

**Full service:** To enroll in the full service option, or to learn more about the full service option, contact your financial professional.

## HOW DOES FOREIGN TAX WITHHOLDING DISPLAY ON MY FORMS 1099?

Foreign tax withholding appears on Forms 1099-DIV or -INT in the appropriate box for foreign taxes withheld.

## HOW WILL RECLAIMED DOLLARS DISPLAY ON MY FORMS 1099?

Reclaimed dollars will not be reported on Forms 1099 to the IRS.

The Tax Information Summary, which includes the Forms 1099, will provide the reclaimed dollars for informational purposes only.

*Consult your tax professional for additional information.*

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**DO I NEED TO REFILE MY PAST TAX RETURNS?**

Basic service: If you are enrolled in the basic service, you are not impacted as this is on a go-forward basis.

Full service: If you opt in to full service, reclamation benefits received in the future will be summarized on the Tax Information Summary in the year received, and will be provided for informational purposes only.

*Please consult your tax professional to determine whether filings need to be amended.*

**HOW DO I OPT OUT OF THIS SERVICE?**

Basic service: If you choose to opt out of this service your financial professional can provide a form for you to complete, sign and return.

Please be aware that if you choose to opt out, tax will be withheld at maximum rates from non-U.S. investment income by the tax authority of the issuer's jurisdiction of incorporation, and that the foreign tax credit for the entire withheld amount may not be available if a more favorable rate is available through a tax treaty.

Full service: You are not automatically enrolled in full service. If you enroll and decide to opt out later, contact your financial professional.

**HOW DOES THE BASIC SERVICE\* AND FULL SERVICE WORK, AND WHAT ARE THE ASSOCIATED COSTS?**

*Below is a hypothetical example for illustrative purposes only.*

Dividend without GlobeTax Service (if you opt out of the basic service)		GlobeTax Basic Service Future Dividends		GlobeTax Full Service Future and Prior Paid Dividends	
		Relief at Source		Relief at Source	
Dividend	\$500.00	Dividend	\$500.00	Dividend	\$500.00
Foreign Tax Withholding	-\$125.00	Foreign Tax Withholding (25% foreign tax)	-\$125.00	Foreign Tax Withholding (25% foreign tax)	-\$125.00
		Withholding Adjustment (to adjust to 15% foreign tax**)	+\$50.00	Withholding Adjustment (to adjust to 15% foreign tax**)	+\$50.00
		Less Service Fee <sup>1</sup> (3% of \$50 benefit received)	-\$1.50	Less Service Fee <sup>1</sup> (3% of \$50 benefit received)	-\$1.50
Net Dividend	\$375.00	Net Dividend	\$423.50	Net Dividend	\$423.50
				<b>Reclamation</b>	
				GlobeTax recovery of past withheld tax	\$1,000.00
				Less Reclaim Fee <sup>2</sup>	-\$200.00
				Less Accounts Maintenance Fee <sup>3</sup>	-\$200.00
				Annual 6166 Fee <sup>4</sup>	-\$91.00
				Total Reclamation Benefit	\$509.00

**Important disclosure**

The material contained herein is for informational purposes only and does not constitute tax advice. RBC CM does not offer tax or legal advice. Investors should consult with their own tax advisor or attorney with regard to their personal tax situation. RBC Capital Markets, LLC is not affiliated with GlobeTax.

1. The percentage charged is against the portion of the withheld tax recovered with a \$200 cap per payment.
2. Long form reclaims incur a higher fee because additional paperwork is required. Transparent entities are subject to a 35% fee.
3. An account maintenance fee is also deducted from full service clients filing long form once more than \$400 is reclaimed in each dividend year.
4. This fee will be a direct charge incurred annually and is subject to change by the IRS. The current IRS fee component is \$85 for individual accounts (\$185 for non-individual accounts including IRA accounts), along with a \$6 GlobeTax processing fee.

\*Basic Service may not be available for all holdings, especially if RBC holds its position at multiple depositories. Clients who elect Full Service will receive the favorable rate regardless of where the position is held.

\*\*Consult with your tax professional to determine if the 15% tax withholding qualifies for the foreign tax credit.

Neither RBC CM nor its affiliates provide legal, accounting or tax advice. All legal, accounting or tax decisions regarding your accounts and any transactions or investments entered into in relation to such accounts, should be made in consultation with your independent advisors. No information, including but not limited to written materials, provided by RBC CM should be construed as legal, accounting or tax advice.

# Order Routing Policies and Payment for Order Flow Disclosure



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## ORDER ROUTING POLICIES AND PAYMENT FOR ORDER FLOW

We have established electronic connectivity with broker-dealers and/or other market centers (collectively, “market centers”) for the purpose of routing orders in equity securities and options for executions. These connections have been entered into based upon the execution quality provided by these market centers, evaluated on the basis of price improvement performance, liquidity enhancement, frequency of executions taking place at or better than the inside market and speed of execution. We regularly assess the execution performance of the market centers to which we route order flow, as well as competing market centers.

Client orders sent to market centers are subject to the principles of best execution. Each of these market centers provides the opportunity for execution of these orders at prices better than the National Best Bid or Offer (“NBBO”). The NBBO is the best published bid or offer price for the purchase or sale, respectively, of a security at the time an order is presented for execution.

For options orders, we receive payments in the form of rebates and credits. We receive payments from option market centers in return for routing exchange-listed equity and index options orders to those centers when the rebates and credits we receive from those centers are in excess of the fees that those centers charge us for such orders. Any remuneration that we receive for directing options to any market center will not accrue to your Account.

We have contracted with a third-party vendor, S3 Matching Technologies LP, to provide execution metrics that we use to evaluate execution quality across various markets and firms.

RBC CM acts as a market maker in certain equity securities and exchange-traded funds (ETFs). RBC CM may trade as principal with our client orders, and stands to realize profits and losses as a result of this trading. With respect to client orders, RBC CM utilizes a “No Knowledge” exception available under FINRA rules that permits RBC CM to trade for its market-making account at prices that would satisfy a client order without executing that client’s order. The availability of this exception is based upon the persons responsible for executing orders for RBC CM’s market-making account being unaware of the client order’s eligibility to execute at the price at which the RBC CM’s market-making account traded.

We may execute an order internally with RBC CM or with other market centers. In addition we may utilize the “Large Orders and Institutional Account” exception available under FINRA rules that permits RBC CM to trade for its market-making account at prices that would satisfy an order that placed with us without an execution. This exception may be applied to orders of and above 10,000 shares or to orders of or above \$100,000 in value. For information with respect to our handling of customer financial professional orders, see “SEC Order Handling Disclosures” at [www.rbcwm.com/disclosures](http://www.rbcwm.com/disclosures) or [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures). To request a written copy of this information, please contact your financial professional.

Clients have the right to request information with respect to any order in an equity security or option placed with us during the six months preceding the request. Upon your request, we will disclose to you where your order was routed for execution, or, alternatively, whether it was executed as principal by RBC CM. We will disclose to you the time(s) of any execution(s) resulting from your order. We have a policy against accepting orders routed to a particular market center as ordered and directed from its clients. To request where your order was routed for execution and/or the time(s) at which your order was executed, please contact your financial professional.

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## Other considerations

These payments for order flow create a conflict of interest for us as it incentivizes us to route orders to the market center that pays the most. We mitigate this conflict by making routing decisions based on the quality of execution and not payment for order flow, and by not sharing these payments with the financial professional or those involved with the execution of the order. These third-party payments are a conflict of interest because they create an incentive for us to make available only those investment products that make such payments to us and to encourage you to trade, purchase and/or hold investments that result in us receiving such payments. We mitigate these conflicts by disclosing them to you and by establishing policies and procedures that limit the value, frequency and nature of these types of incentives.

## ADDITIONAL INFORMATION

Please see the RBC Capital Markets, LLC “Client Relationship Summary” for additional information about our brokerage services and investment advisory services at our website [www.rbcwm.com/disclosures](http://www.rbcwm.com/disclosures). There you will also find our “Brokerage Disclosure Document.” For an updated copy of this “Order Routing Policies and Payment for Order Flow Disclosure,” see “SEC Order Handling Disclosures” at [www.rbcwm.com/disclosures](http://www.rbcwm.com/disclosures) or [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures). For information and disclosure for our RBC Capital Markets division, please see “RBCCM LLC Regulatory Disclosures: Equities and Listed Options” on our public website at [www.rbccm.com/en/policies-disclaimers](http://www.rbccm.com/en/policies-disclaimers) page.

# Partial Redemption of Callable Securities

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In certain instances, the issuer of a security may reserve the right to repurchase or retire (“**call**”) the outstanding security before maturity. Securities with call features may be called in whole or in part. The following information describes the partial redemption procedures established at RBC CM in the instance that a security you own is called in part. Clients that are employees of RBC WM may be subject to additional restrictions as detailed in RBC WM policies and procedures.

**Partial redemptions** — In a partial redemption, the issuer elects to exercise or call only a portion of the par value of the security outstanding. In such a case, some investors may have all or a portion of their position redeemed, while others may not have any portion of their position redeemed. It should also be noted that the issuer, not the investor, has the right to exercise a call or redemption.

**Description of partial redemptions allocation process** — The redemption process begins when an issuer notifies the Depository Trust Company (“**DTC**”) that it will exercise a partial call of the securities outstanding for a specific issue. DTC provides depository services to approximately 3.5 million security issues located in the United States and other countries. The issuer provides the specific security and the amount to be redeemed. After receiving a redemption notice from the issuer, DTC, using an impartial, random lottery system, allocates security positions to broker-dealers that hold securities in “street name.” In a partial call, some participants may not receive an allocation from DTC because of the random lottery process.

Upon notification of a partial call by an issuer, a third-party vendor of RBC CM conducts a lottery to allocate the calls in a fair and impartial manner among RBC CM’s customers holding the specific security.

**Partial redemption lottery system** — FINRA Rule 4340 requires, among other things, that RBC CM have procedures

that are fair and impartial to allocate securities to be redeemed or selected in the event of a partial redemption or call. When a partial call is offered on terms favorable to owners of the security, the member firm must take measures to prohibit the allocation of the call to its proprietary accounts or those of an affiliate or certain associated persons, before all of its customers’ security positions have been redeemed. Likewise, if a redemption or call is made on unfavorable terms, a firm may not exclude its position from those that may be called or put itself ‘last in line.’

RBC CM engages a third-party vendor to administer its lottery system for partial calls. The lottery system is designed to allocate calls for redeemed securities in a fair and impartial manner, and is consistent with regulatory guidance, including, among others, FINRA’s Regulatory Notices 14-05 and 08-21, FINRA Rule 4340, and MSRB Rule G-17. Specifically and as described in the rule, RBC CM uses a type of lottery system that ensures that the probability of any unit held by a customer included in a partial call is proportional to the holdings of all customers for the specific security. It should be noted that the lottery system used by RBC CM’s third-party vendor does not allocate the securities to customers on a pro-rata basis.

The lottery performed by RBC CM’s third-party vendor begins with the identification of the number of units in each customer’s account for the specific security called. Each unit is entered in the lottery process. Units per customer are determined by dividing the total par value of the customer’s position by the unit of trade for the redemption. As an example, a customer with a \$40,000 position in the security when the unit of trade for the partial call is \$20,000 would have two units entered into the lottery. Similarly, a customer who owns \$200,000 would have 10 units in the lottery. Although each unit has the same probability in the lottery, the chance of a customer receiving a partial redemption is based on the number of units each customer has entered in the lottery.

The firm’s lottery procedures for callable securities may be found in the “Partial Redemption of Callable Securities Disclosure” on our websites at [rbcm.com/disclosures](http://rbcm.com/disclosures) or [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures). A printed copy of these procedures may be requested from the customer’s financial professional.

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**Client rights** — If a security is eligible for registration in a client's name, the client reserves the right to withdraw uncalled, fully paid securities or excess margin securities (provided the account is not subject to a Regulation T restriction or such withdrawals will not cause a Rule 4210 under-margined condition) from the account at any time prior to the issuer making notification of redemption.