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# **IMPORTANT CLIENT INFORMATION**

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June 30, 2020

**RAYMOND JAMES**

For clients of Independent Firms associated with the Investment Advisors Division or Custody and Clearing Division

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## IMPORTANT CLIENT INFORMATION

This Important Client Information document provides disclosure related to clients' relationships with Raymond James & Associates, Inc. ("we," "us," "our," "Raymond James," or "RJA"), as the carrying firm for the custody of your cash and securities and the execution of trades related to accounts you hold with or have advised by your independent financial services firm ("independent firm"), which may be an independent broker-dealer and its associated financial professionals (collectively, your "introducing firm") or your independent registered investment adviser and its investment adviser representatives (collectively, your "investment adviser"), as applicable. Statements in this document are subject to the more complete terms and conditions of our brokerage or custody agreement and disclosures. We may amend this document from time to time, and you will be bound by the amended disclosures if you elect to continue receiving our services after delivery of the amended disclosures. Updated copies of this document are available at: [www.raymondjames.com/custodyclearingICI](http://www.raymondjames.com/custodyclearingICI). If you would prefer to receive a paper copy of the information referenced in website links throughout this document, please contact your independent firm or Raymond James Client Services (contact information for Client Services is located on the final page of this document). We encourage you to read the contents of this document and reach out to your independent firm if you have any questions.

### SECTION I—CORRESPONDENT ACCOUNT DISCLOSURE STATEMENT

Your independent firm is independent of us and is separately registered as a broker-dealer or registered investment adviser, as applicable, with the U.S. Securities and Exchange Commission and appropriate self-regulatory and state regulatory authorities, also as applicable. Your independent firm has entered into a clearing and custodial relationship with us, but is responsible for servicing and supervising your accounts through its own personnel in accordance with applicable laws and regulations and with its own policies and procedures. Your independent firm is responsible for:

- The opening of your account and obtaining necessary documentation;
- Knowing you and your stated investment objectives;
- Any investment advice, recommendations, or investment management services that may be provided to you, including the determination of whether particular kinds of securities and transactions may be appropriate and suitable for you;
- The acceptance and facilitation of securities orders; and
- Knowing the facts for the purchases or sales of securities for your account.

Your independent firm is responsible for supervising the activities of your account, resolving any complaints regarding the handling of your account, and, in general, for the ongoing relationship that the firm has with you. In all of the above matters relating to the servicing of your

account, we have no involvement and expressly assume no responsibility.

If your independent firm is an introducing firm acting as a market maker in any securities or otherwise trading as principal with you, it is responsible for compliance with fair pricing and disclosure responsibilities to you. If your introducing firm obtains possession of any cash or securities intended for your account, it is responsible for correctly identifying and promptly forwarding the same to us.

### SECTION II—RAYMOND JAMES

#### OVERVIEW

In general, we are only responsible for those services provided at the request or direction of your independent firm, including, but not limited to the below.

- We will create account records on your behalf, using the names and contact information provided to us by your independent firm.
- We will process orders for the purchase, sale, or transfer of securities for your account as your independent firm directs; however, we are not obligated to accept orders for securities transactions for your account directly from you and will do so only in exceptional circumstances.
- We will receive and deliver cash and securities for your account, and will record such receipts and deliveries according to information provided either by your independent firm or directly, in writing, by you.
- We will hold in custody securities and cash received for your account, and will collect and

disburse dividends and interest and process reorganization and voting instructions with respect to securities held in custody. We are responsible for the custody of your cash and securities only after they come into our possession or control.

- We will prepare and transmit to you, or provide facilities to your independent firm for the preparation and transmission of, confirmations of trades and periodic account statements summarizing transactions processed for your account.

If your independent firm opens a margin account for you, we will loan money subject to the terms of your account opening documentation, our margin policies, and applicable regulations. We will calculate the amount of initial and maintenance margin as required by Regulation T and will advise you of those requirements, usually through your independent firm. We also calculate the interest charged on your debit balance, if any.

We will perform services for your account in accordance with applicable securities laws, regulations, and rules, and we maintain the books and records required by same. We will provide your independent firm written reports of all transactions processed for your account to enable them to carry out their responsibilities. We will assist you and your independent firm with any discrepancies or errors that may occur in the processing of transactions for your account; however, WE DO NOT CONTROL, AUDIT, OR OTHERWISE SUPERVISE THE ACTIVITIES OF YOUR INDEPENDENT FIRM OR ITS EMPLOYEES. WE DO NOT VERIFY INFORMATION PROVIDED BY YOUR INDEPENDENT FIRM REGARDING YOUR ACCOUNT OR TRANSACTIONS PROCESSED FOR YOUR ACCOUNT, NOR UNDERTAKE RESPONSIBILITY FOR REVIEWING THE APPROPRIATENESS OF RECOMMENDATIONS OR TRANSACTIONS FOR YOU.

Per our agreement with your independent firm, we do not facilitate transactions in commodities futures contracts, currencies, or investments other than marketable securities that we normally process on recognized exchanges and over-the-counter markets. IN CERTAIN INSTANCES, YOUR INDEPENDENT FIRM MAY EXECUTE ORDERS DIRECTLY WITH ANOTHER BROKER-DEALER OR DISTRIBUTOR, OR THROUGH A CLEARING FIRM OTHER THAN US. IN SUCH CASES, WE HAVE NOT BEEN INVOLVED IN THE INVESTMENT AND WE DO NOT HAVE ANY RECORD

OF THE INVESTMENT BEING MADE. Any questions about such investments should be directed to your independent firm or to the appropriate third-party (e.g., the partnership or the fund). The agreement between your independent firm and us does not relate to investments not reflected on your Raymond James statement. In furnishing its services under the agreement with your independent firm, we may use and rely upon the services of clearing agencies, automatic data processing vendors, proxy processing, transfer agents, and other similar organizations.

#### Option Exercise Assignments

We allocate assignment notices for options contracts that are subject to exercise among short positions according to a procedure that randomly selects from all short option positions, including those established on the day of the assignment. A more detailed description of this allocation procedure is available on request. All short option positions are liable for assignment at any time.

#### Lost Securities

If your periodic customer statement indicates that securities were forwarded to you and you have not received them, you should notify us immediately. If we receive notification within 90 days after the statement mailing date, we will replace the securities free of charge. Thereafter, a fee for replacement will apply.

#### Mutual Fund Networking

Networking is an automated communication system used to transmit information between the mutual fund and the broker/dealer, allowing us to reflect fund records on the client statement. All mutual fund positions will automatically be networked, if eligible, unless we receive written instructions from you specifically stating otherwise.

#### **CAPACITY**

##### ***Broker-Dealer***

As a broker-dealer, our primary service is buying and selling securities for your account at your independent firm's direction.

We will provide custodial services, including maintaining custody of funds and securities accounts, and performing related receipt and delivery of funds and securities. Certain limitations on the custodial services may apply, for example, depending on the type and issuer of the security. As custodian, we will deliver, not less than quarterly, an account statement to you detailing account

securities holdings, cash balances, dividend and interest receipts, account purchases and sales, contributions and distributions from the account and the realized, and unrealized gains or losses associated with securities transactions effected in the account.

### **Raymond James Financial Advisors**

We generically refer to all financial professionals of Raymond James who make recommendations or provide investment advice as “financial advisors” or “advisors” in communications, including, among other things, our website ([www.raymondjames.com](http://www.raymondjames.com)), account forms, account statements, trade confirmations, disclosures, and letters. You may receive such communications from Raymond James containing such references. However, Raymond James does not make recommendations or provide investment advice to you, unless you have separately opened an account or entered into an investment advisory relationship with Raymond James, at which time you will receive additional information about the capacity in which Raymond James financial professionals will provide such services. In addition, the use of “financial advisor” or “advisor” in communications you receive from Raymond James does not refer to or reflect the capacity in which financial professionals of your independent firm may provide investment services to you. If you have any questions regarding the capacity in which financial professionals of your independent firm provide investment services to you, please contact your independent firm.

### **Principal Trading**

We may buy a security from you or sell you a security from our own account, typically in transactions involving bonds and other fixed income securities. Selling to you from our own account may create incentives for us to generate trading profits or minimize losses.

### **CONFLICTS OF INTEREST**

Generally, through our associated persons or our affiliates, we engage in lending, equity investing, investment banking, commercial banking, corporate finance and securities issuance, trading, research, advisory, underwriting, investment management, fund administration, and custody, as well as other financial activities, all on a worldwide basis (“RJ Services”). We have relationships with a significant number of market participants, institutions, and corporations, and provide and will in the future provide services to clients, which may include parties whose interests are not aligned with other clients’ interests, or whose interests may even be

adverse to other clients’ interests. We may represent or have previously provided, may be currently providing, or may provide in the future RJ Services to companies or clients from which conflicting interests or duties may arise. Except as otherwise required by applicable law, we may perform such services without any duty to notify other clients of any such engagement or to disclose information that we have obtained or may obtain about such companies or clients.

### **AFFILIATED ENTITIES**

**Raymond James Financial, Inc. (RJF)** is a leading diversified financial services company providing, through its subsidiaries, private client group, capital markets, asset management, banking, and other services to individuals, corporations, retirement plans, and municipalities. RJF is a publicly traded company that has been listed on the New York Stock Exchange since 1983. Additional information is available at [www.raymondjames.com](http://www.raymondjames.com) and at [www.sec.gov](http://www.sec.gov). All of the entities listed below are wholly owned subsidiaries, directly or indirectly, of RJF.

**Raymond James Insurance Group, Inc. (RJIG)** is a general insurance agency, which is licensed to sell certain insurance and annuity products. RJIG provides product and marketing support for a broad range of insurance products, principally fixed and variable annuities, life insurance, disability insurance, and long-term care coverage.

**The Producers Choice LLC (Producers Choice)** is a national insurance and annuity marketing organization. Producers Choice provides product, marketing, back office, and technical support for life insurance and annuity products.

**Raymond James Bank, N.A. (RJ Bank)** is a national bank primarily regulated and supervised by the Office of the Comptroller of the Currency (OCC), the Consumer Financial Protection Bureau (CFPB), and the Federal Deposit Insurance Corporation (FDIC). RJ Bank provides corporate, small business, and residential loans, as well as FDIC-insured deposit accounts, to clients of its broker-dealer affiliates and to the general public.

**Raymond James Trust, N.A. (RJ Trust)** is a nationally chartered trust company, chartered by the Office of the Comptroller of the Currency (OCC). RJ Trust provides trustee, co-trustee, custodial, personal representative,

and agent-to-trustee services to clients of its broker-dealer affiliates and to the general public.

## SECTION III—COSTS AND FEES

### COSTS AND FEES

In a brokerage account, you will incur transaction charges when you buy or sell securities, including: commissions; markups and markdowns (analogous to commissions in a principal transaction); upfront or ongoing fees that you pay to a mutual fund or other product issuer, a portion of which is paid to us in connection with your transaction; and handling and processing fees on securities transactions.

Depending upon your account and relationship, you may also incur periodic account maintenance or Individual Retirement Account (“IRA”) custodial fees, as well as processing, service, and account fees upon certain events or occurrences. You will incur interest charges if you borrow on margin or through a securities-based loan in any of your accounts. Certain investments, such as mutual funds, have embedded fees that are generally paid by you to the companies that sponsor, manage, or promote the investment.

You will pay costs and fees whether you make or lose money on your investments. Costs and fees will reduce any amount of money you make on your investments over time. Please make sure you understand what costs and fees you are paying. You have the option to purchase almost all investment products that we recommend through other broker-dealers, and it may cost you more or less to do so.

### *Related-Party Compensation*

Through our associated persons and our affiliates, we engage in a variety of services, as described in Section II under *Conflicts of Interest*.

You should expect that we receive compensation for these services and that such compensation may be shared among our affiliates. You should also expect that we will receive additional compensation (not related to ERISA plans) from some mutual fund and insurance companies in the form of sales and asset-based education and marketing support payments and other shareholder servicing payments. We are incentivized to make available proprietary products and products that pay greater or additional compensation to us.

### *Non-Cash Compensation*

We may also receive various forms of non-cash compensation from product vendors who sell or issue mutual funds, annuities, insurance, unit investment trusts, and other securities. Among other things, we may receive payment of expenses related to training and educational efforts directed toward financial advisors, including participation in conferences organized or sponsored by us to provide generalized information not specific to any product. We may receive a fee of up to \$50,000 from an individual issuer, sponsor, or manager to offset the cost of a conference.

We may also receive meals and entertainment of reasonable and customary value, and gifts up to \$100 per issuer or vendor per year. In addition, as permitted by applicable law, you should expect that we will receive referral fees or finder’s fees for referring certain business to affiliates, to third parties, or for assisting others in developing new business.

### OTHER COSTS AND FEES

#### *Administrative Fees/Charges, Generally*

The following provides information related to what you may be charged for services. Certain fees may not apply, or may be discounted, based on the type of account you have and/or the amount of assets you hold in your Raymond James accounts. Other fees only apply when the associated services are requested or when special processing is required. As a result, many fees listed below may not apply to your account.

The fees and charges noted in this section may not be comprehensive, and there may be different or additional fees or charges depending on the products or services selected. If you have any questions about fees, please contact your independent firm. To view an up-to-date listing of our current fees at any time, visit [www.raymondjames.com/clientfees](http://www.raymondjames.com/clientfees).

#### *Account Fees*

##### **Account Maintenance Fee: \$50**

Waived for clients with eligible assets totaling \$100,000 or greater. This fee is not applicable to the following types of accounts: (i) IRAs and qualified plan accounts; (ii) Capital Access cash management accounts, (iii) Raymond James Trust accounts, (iv) fee-based managed and advisory accounts, (v) 529 plan accounts, (vi) guardianship and conservatorship accounts, and (vii) accounts open less than 12 months. You can receive a \$15 account fee credit when you choose online document

delivery and meet eligibility requirements. The Account Maintenance Fee is not applicable for independent firms that are investment advisers.

**Raymond James Retirement Account Fees:**

Traditional, Roth, SEP, or SIMPLE IRA fee: \$50

Profit sharing, money purchase, or 401(k) fee:

- Employee account: \$30
- Employer account: \$75

Waived for clients with eligible assets totaling \$500,000 or greater and for fee-based managed and advisory accounts. These fees apply to the above-listed retirement account types only. You can receive a \$15 account fee credit when you choose online document delivery and meet eligibility requirements. You will receive a bill, if applicable.

**Guardianship/Conservatorship Accounts:**

For accounts owned by a ward of the court, when a guardian or conservator has been assigned to handle the ward's estate.

- Restricted annual fee: \$150
- Non-restricted one-time setup fee: \$75

**Annual Pledged Account Fees:**

For accounts where assets held in the account are pledged as collateral.

- Accounts with market value of \$25,000 or more: \$75
- Accounts with market value of less than \$25,000: \$150

**Processing Fees**

**Handling/Processing Fee:** \$5.95

Charged on most transactions as indicated on the transaction confirmation you receive. Certain transactions and account types, such as advisory accounts and mutual fund redemptions, are exempt from this fee. Introducing firms clearing through Raymond James may charge an additional fee. The Handling/Processing Fee is not applicable for independent firms that are investment advisers.

**Returned Deposit Items (Check/ACH):** \$20

Assessed when a third-party check is deposited into a Raymond James account and is returned for insufficient funds by the institution from which it was drawn.

**Extensions For Payment or Securities Received After Settlement Date:**

Assessed when such extension requires regulatory notification.

- First extension: \$20
- Second extension: \$40

**Mailgram:** \$10

Charged for client notification of past due funds and securities.

**Non-U.S. Security Processing:** \$150

Costs associated with the deposit of non-U.S. physical securities vary depending on the depository that holds your security. Additional out-of-pocket expenses, such as depository fees, taxes, and mailing costs, may also be charged.

**Physical Certificate Issuance:** \$500

Assessed for each physical certificate issued.

**Re-Registration of Physical Client Name Certificates or Registered Stock:** Varies

Determined by the security's transfer agent and applies to certificates submitted for service transfers, such as change of registration, legend removal, or certificate cancellation.

**Physical Certificate Deposit Rejects:** \$125

Assessed when a certificate presented to us for processing is discovered to have been stopped by the shareholder or canceled through participation in a corporate action. This fee is a pass-through fee determined by the Depository Trust & Clearing Corporation.

**Retirement Account Manual Investment Fee:** \$150

Assessed on transactions that exceed normal brokerage activity or require manual handling in retirement accounts.

**Transfer Fees:**

- Transfer of an Account from Raymond James: \$125
- Transfer of a non-U.S. Security: \$50

**High-Risk Security Custody Review:** \$250

Assessed on the deposit of higher-risk securities, such as nano cap, low-priced ("penny stock"), and thinly traded securities, to review whether we may accept or maintain custody, as these securities are more susceptible to potential manipulation and fraud.

**Closing Fee:**

Charged for administrative services in connection with distributions and transfers to other financial institutions.

- Related to the External Transfer of an Account from Raymond James: \$125
- Related to the Termination of a Retirement Account through a Distribution: \$100

**Exchange Fee/Regulatory Transaction Fee:** Varies

A Regulatory Transaction ("RT") Fee is collected to recover transaction fees paid by us to an exchange or other self-regulatory organization (collectively, "SROs") in connection with the sale of certain securities such as equities, options, and other covered securities. The amount of the RT fee varies and is determined periodically by the assessing SRO in accordance with Section 31 of the Securities Exchange Act of 1934, as amended. Section 31 requires SROs to pay transaction fees to the SEC based on the volume of securities sold on their markets. SROs, in turn, have adopted rules charging their broker-dealer members the applicable amount of the fee charged to the SROs by the SEC. Broker-dealers are not required to charge their clients these fees. These fees are designed to recover the costs incurred by the government, including the SEC, for supervising and regulating the securities markets and securities professionals. If a transaction in your account results in an RT Fee, it will be reflected on your trade confirmation.

**Service Fees****Certified or Cashier's Check:** \$25

Waived for clients with eligible assets totaling \$500,000 or greater.

**Outgoing Wire Transfers:**

- U.S.: \$25
- Non-U.S.: \$40

The first four wire fees per calendar year are waived for eligible clients. Clients can cancel a non-U.S. wire request within 30 minutes of providing instructions and can dispute errors within 180 days of the wire, by contacting their independent firm or Raymond James Client Services at 800.647.7378 or [clientservices@raymondjames.com](mailto:clientservices@raymondjames.com). The non-U.S. recipient of a wire may receive a lower amount than the amount sent due to fees charged by the recipient's bank and local taxes. For questions or complaints about an international wire through us, contact the Consumer Financial Protection Bureau toll-free at 855.411.2372 or online at [consumerfinance.gov](http://consumerfinance.gov), or the Florida Office of Financial Regulation at 850.487.9687 or online at [flofr.com](http://flofr.com).

**Early Payout of Money:** \$25 plus interest

Interest is calculated using our base rate plus 2.75% and is assessed for the number of days payout is received prior to settlement date. Only three early payouts are permitted during a 12-month period; early payout is not available for IRAs.

**Check Disbursement:**

- Standard: No Charge
- Overnight: \$20
- Saturday: \$30

**International Foreign Exchange Conversion:** Varies

Standard settlement is the transaction date plus two business days (T+2) on most currencies. The costs for this service are embedded in the foreign exchange rate. Please note that currency conversions must be for amounts of \$5,000 or more.

**Short Sales:** Please contact your independent firm for fees that may be associated with borrowing shares.

**Capital Access Account Fees****Capital Access Annual Fee:** \$150

The annual Capital Access fee is waived for clients with eligible assets totaling \$500,000 or greater, clients who make average monthly direct deposits of \$1,000, or clients who have other Capital Access-eligible fee-based accounts. The annual fee is assessed one year after the account is established and every anniversary thereafter. You can receive a \$15 account fee credit when you choose online document delivery and meet eligibility requirements.

**Capital Access Service Fees:**

Insufficient Funds: \$35 (for returned checks/ACHs)

**ATM Surcharge Fees:**

Clients are reimbursed up to \$200 in ATM surcharge fees per year. Standard ATM fees will apply after reaching maximum reimbursement amount for the year. Clients with eligible assets totaling \$500,000 or greater are reimbursed an unlimited amount in surcharge fees per year.

**Complimentary Services**

The following services are available to clients at no additional charge.

- Client Access—Online Account Access  
[www.raymondjames.com/clientaccess](http://www.raymondjames.com/clientaccess)



- Secure, paperless account documents
- Downloads to Quicken® and CSV (comma-delimited) files
- Award-winning investment research and commentary
- Mobile App
- Bill Pay
- Funds Transfer
- Cost Basis Information
- TurboTax® Data Imports
- Your Choice of Account Statements
- Account Linking
  - Combined mailings
  - Potential fee discounts
- ACH Funds Transfers
- Direct Deposit
- Automated Required Minimum Distributions
- Transfer to Beneficiary Services
- Dividend Reinvestment

## SECTION IV—INVESTMENT SERVICES

As noted above in Section II, we are acting solely in the capacity as a carrying or custodial firm for your independent firm and are only responsible for those services provided at the request or direction of your independent firm. Your independent firm will provide you with information regarding various investment products and services available to you; however, please review the below information related to certain securities-related lending, cash management, affiliate, and other trading, execution, and administrative services that may be provided to you from us.

### SECURITIES-RELATED LENDING

#### MARGIN

##### *Service Description*

If your account is approved for margin, we will allow you to borrow funds using the securities in your account as collateral. When you buy securities on margin, you deposit a portion of the purchase price, and we extend you credit for the remainder, resulting in a debit balance on your account (which will be reflected on your account statement). We charge interest on your debit balance and require you to maintain securities, cash, or other property to secure repayment of funds borrowed. Before trading in a margin account, you should carefully review the margin sections in the client agreement. Additional information is available at: [www.raymondjames.com/margin](http://www.raymondjames.com/margin).

#### *Features and Characteristics*

- Margin interest may be tax deductible. Please consult your tax advisor for more details.
- You may use margin for various purposes, including investments in securities, margin trading strategies, and withdrawal of funds for certain personal expenses.
- Interest is charged based on the amount borrowed, as further described below.

#### *Risks*

- You can lose more funds than you deposit in the margin account.
- We can force the sale of securities in your account.
- We can sell your securities without contacting you.
- You are not entitled to choose which securities in your margin account are sold to meet a margin call.
- We can increase our “house” maintenance margin requirements at any time and are not required to provide you with advance written notice.
- You are not entitled to an extension of time on a margin call.

#### *Costs and Fees Paid by Clients*

##### **Interest Rates**

- We may charge interest on any debit balances in cash accounts, or credit extended in margin accounts, at up to 2.75 percentage points above the Raymond James Base Lending Rate.
- The Base Lending Rate will be set with reference to commercially recognized interest rates, industry conditions relating to the extension of credit, and general credit market conditions. We can change the Base Lending Rate without prior notice. When the Base Lending Rate changes during an interest period, interest will be calculated according to the number of days each rate is in effect during that period. If the rate of interest charged to you changes for any other reason, you will be notified at least 30 days in advance.
- Margin interest will post to your account on the last business day of the month. The interest period begins on the prior month’s posting date and ends the day before the last business day of the month.
- When we pay funds in advance of settlement on the sale of securities, we will charge interest on the amount paid from date of payment until settlement date. If any other charges are made to your account for any reason, we may charge interest on the resulting debit balances.

## Ongoing Expenses

You may incur charges and interest for maintenance of margin and short positions.

Margin rates are negotiable, depending on a variety of factors, including the size of your account, your independent firm's policy with respect to discounts, and your relationship with your independent firm.

## Compensation

### Raymond James Compensation

- Interest on margin balances.
- Compensation by lending securities at market rates.

## Truth in Lending Statement

Your interest rate will vary with the size of your average debit balance according to the following schedule:

Loan Amount	Interest Rate
\$10 million and above	Base rate* less 1.25%
\$5,000,000-\$9,999,999.99	Base rate* less 1.00%
\$1,000,000-\$4,999,999.99	Base rate* less 0.75%
\$500,000-\$999,999.99	Base rate* less 0.50%
\$250,000-\$499,999.99	Base rate* plus 0.25%
\$100,000-\$249,999.99	Base rate* plus 0.75%
\$50,000-\$99,999.99	Base rate* plus 1.50%
\$25,000-\$49,999.99	Base rate* plus 2.5%
Under \$25,000	Base rate* plus 2.75%

\*The Base Rate is an internal Raymond James rate. Current rates can be viewed online at [www.raymondjames.com/lendingrates.htm](http://www.raymondjames.com/lendingrates.htm) or can be obtained from your independent firm.

## Other Potential Conflicts of Interest

More sophisticated investment strategies such as short sales and margin may be offered in certain advisory account programs (*i.e.*, the Ambassador program). Fees for advice and execution on these securities are based on the total asset value of the account. While a negative amount may show on your statement for the margined

security as the result of a lower net market value, the amount of the fee is based on the absolute market value. This could create a conflict of interest where your independent firm benefits from the use of margin creating a higher absolute market value and therefore receiving a higher fee.

## Additional Information

Before trading stocks in a margin account, you should carefully review the Margin Agreement and the *Statement of Credit Disclosure* below in *Section V—Other Important Information*.

We believe that the use of margin generally adds risk to a portfolio that you should not assume unless you are prepared to experience significant losses. Losses in the value of an asset purchased on margin will be magnified because of the use of borrowed money—you can lose more funds than you deposit in the margin account. In addition, you generally will not benefit from using margin unless the performance of your account exceeds interest expenses on the margin loan. You should also understand that the use of margin can negatively impact your ability to rebalance your account. You should carefully consider whether the additional risks are appropriate prior to using margin due to the increased potential for significantly greater losses associated with using margin. You assume full responsibility for the use of margin in your account.

Although not required, even if notice is provided with a specific date by which you must meet a margin call, we can still take necessary steps to protect our financial interests, including immediately selling your securities without further notice.

We may lend the securities held in your account to others if you maintain a margin debit in the account. This will result in changes in the tax treatment of dividends paid on the loaned securities and/or loss of your voting rights for those securities.

If you have a Capital Access account approved for margin, your margin account allows you to initiate loans by simply writing checks or using your Capital Access Visa® Platinum debit card. This means your personal line of credit provides overdraft protection for your Capital Access check and debit card usage. If the amount of your check or debit card purchase exceeds the cash in your account, your margin account is employed. Margin is only accessed when the cash in your account is exhausted,

and interest is only charged on the balance of funds extended to you.

## **SECURITIES BASED LENDING (SBL) BY RAYMOND JAMES BANK, N.A.**

### ***Service Description***

Our affiliate, Raymond James Bank, N.A., offers a securities based lending (“SBL”) service whereby securities may be used as collateral for a loan; however, pricing, features, and characteristics differ from margin loans. Generally, SBL may let you borrow against a higher percentage of your assets than margin; however, SBL is not suitable for all clients, may involve a high degree of risk, and market conditions could magnify any potential for loss. The proceeds from an SBL loan cannot be (a) used to purchase or carry securities; (b) deposited into a Raymond James investment or trust account; (c) used to purchase any product issued or brokered through one of our affiliates, including insurance products we offer; or (d) otherwise used for the benefit of, or transferred to, one of our affiliates.

If you were to enter into an SBL with Raymond James Bank, N.A., then you would pledge securities in one or more of your accounts with us as collateral for the loan. Raymond James Bank, N.A. may on demand require you to repay part or all of any outstanding advance, post additional eligible collateral, and sell or force the sale of the pledged securities without notice. Any required liquidations could interrupt your investment strategies and could result in adverse tax consequences and adverse impacts on your long-term investment goals. Pledging the securities in one or more of your accounts with us would also limit your authority to give certain orders or instructions regarding those accounts or securities, such as an instruction to make free delivery to you or a third party of any of the pledged securities; and Raymond James Bank, N.A. would have authority to take exclusive control of those accounts and securities.

You should expect that Raymond James Bank, N.A., will compensate us, and we will compensate your independent firm, in connection with the origination of an SBL loan based upon the amount of the loan or the outstanding balance at any time under the loan. The rate of compensation to your independent firm may differ from that of a margin loan.

Because SBL is offered and provided by Raymond James Bank, N.A., rather than us, it is important that you thoroughly review the disclosure documents that

Raymond James Bank, N.A., can provide to you before evaluating whether an SBL from Raymond James Bank, N.A., is right for you. Additional information regarding SBL is available at

<https://www.raymondjamesbank.com/securities-based-lending>.

## **FULLY-PAID SECURITIES LENDING**

### ***Services Overview***

With fully-paid securities lending, we borrow securities from you, which we may use for any purpose permitted under Regulation T, including to cover a short sale or fail-to-deliver, to satisfy client possession and control requirements, or to further lend your loaned securities to other broker-dealers. We will pay you a fee for the use of your shares based on the fee schedule contained in the Fully-Paid Lending Master Securities Agreement. In exchange for the loan of securities, we will provide you with either cash or non-cash collateral, as permissible under applicable regulations. Your account will still show that you own the security position that you have loaned to us.

### ***Features and Characteristics***

Allows you to generate additional income on an existing long position in your account.

### ***Risks***

- Loaned securities are not covered by Securities Investor Protection Corporation (“SIPC”) insurance (see *Account Protection* in *Section V—Other Important Information*) and the collateral we deposit may constitute the only source of satisfaction of our obligations in the event we fail to return the loaned securities.
- Not an investment strategy.
- Fees generated by lending shares may not be sufficient to offset losses incurred because the position was not sold in accordance with your investment strategy.
- Loss of voting rights with respect to loaned securities.
- Lending securities to facilitate short selling could put downward pressure on the overall price of the security. Each loan transaction is not a hedge against price decline and offers no downside price protection to client’s loaned securities.
- Potential tax implications, see *Additional Information* section below.
- Securities lending takes place in an over-the-counter, negotiated rate market that generally lacks transparency with respect to transactions and prices.

Given the nature of this market, we cannot guarantee that you will receive the most favorable rate for lending your loaned securities.

### **Costs and Fees Paid by Clients**

None.

### **Compensation**

#### **Raymond James Compensation**

- A portion of the total return generated on the transaction, as determined in a separate written agreement between you and us, and you should expect that we will share our compensation with your independent firm.
- Compensation in connection with the use of your loaned securities, including lending your loaned securities to other parties for use with settling short sales, or for facilitating settlement of short sales by us, our affiliates, and our clients.
- Additional costs and fees may be paid to us as described in *Section III—Costs and Fees*.

### **Other Potential Conflicts of Interest**

We have an opportunity to earn more compensation when the loaned securities are limited in supply relative to demand.

### **Additional Information**

Please review the Fully-Paid Lending Master Securities Agreement and the Fully Paid Lending Risk Disclosure (available from your independent firm) thoroughly prior to utilizing this service.

You have the right to terminate a loan transaction or the entire agreement at any time and without prior notice in accordance with the Fully-Paid Lending Master Securities Agreement. You may sell some or all of any loaned security at any time and without giving prior notice. You are not required to recall shares or wait for recalled shares to settle in your account prior to selling.

Loaned securities on which dividends are paid will receive payments in lieu of the actual dividend. These payments in lieu of dividends are currently taxed at the ordinary income rate. This rate may differ from tax rates on actual dividends and may provide less income based on current tax law. We may be required to withhold tax on payments in lieu of dividends and loan fees to you, unless an exception applies. You should consult a tax advisor regarding the tax implications of lending your securities to us, including but not limited to: treatment of payments in

lieu of dividends under U.S. and state tax laws and the Internal Revenue Code, as well as any foreign tax regulations, as applicable; under what circumstances a loan of securities could be treated as a taxable disposition of the loaned securities; and treatment of interest received on collateral.

## **CASH MANAGEMENT**

### **CAPITAL ACCESS**

#### **Service Description**

The Capital Access account integrates a conventional securities account with a cash management account, which provides a Visa® Platinum debit card and check writing services. As part of that account, cash balances awaiting investment may earn interest daily in one or both of the following options: Raymond James Bank Deposit Program (including the Raymond James Bank Only option) or the Client Interest Program (CIP).

Additional terms and conditions related to Capital Access accounts is contained in your account opening documentation and online at: [www.raymondjames.com/capitalaccess](http://www.raymondjames.com/capitalaccess).

### **Features and Characteristics**

Each of the following services are provided to most Capital Access accounts:

- Visa® debit card.
- Unlimited check-writing.
- Online access to account activity in Client Access, our online account application.
- Online bill payment through Client Access
- ATM reimbursements (up to \$200 per year or unlimited for relationships above \$500,000).
- Check and deposit coding.
- Optional cash back at point of sale.
- Electronic payments and direct deposits.
- 24-hour client service line.
- No minimum balance to open or maintain an account.

Note that certain services may have additional limitations or requirements (for example, debit cards are not generally issued for clients residing outside of the United States, and if a debit card is issued, an annual fee may apply).

### **Costs and Fees Paid by Clients**

See above *Capital Access Account Fees* under *Other Costs and Fees* in *Section III—Costs and Fees*.

## Compensation

### Raymond James Compensation

The costs noted in the previous section. Independent firms do not receive compensation related to Capital Access.

### Additional Information

Margin is required—see the above section on *Margin*.

## CASH SWEEP PROGRAM

### Introduction

The cash sweep program is a service that allows clients to earn interest on cash awaiting investment (“Cash Sweep Program”). Raymond James & Associates, Inc. (“RJA”) offers a deposit sweep called the Raymond James Bank Deposit Program (“RJBDP”), which includes certain variations described in greater detail below. In addition, RJA offers a cash feature called the Client Interest Program (“CIP”) under which, if you select that feature in an eligible account, RJA will pay you the same interest rate as you would receive if you selected RJBDP. Because CIP is an option for some accounts to earn interest on funds awaiting investment, we are including CIP in the Cash Sweep Program. We refer to both RJBDP (including the variations described below) and CIP as “sweep options” throughout this document and our agreements with you.

Your account type determines which of the sweep options are available:

Non-Retirement Account Options: RJBDP or CIP.

Accounts subject to ERISA and IRAs in Advisory Accounts: RJBDP, with Raymond James Bank, N.A. (“RJ Bank”), as the only bank option (discussed below as “RJBDP-RJ Bank Only”).

IRAs in non-Advisory Accounts (i.e., brokerage IRAs): RJBDP.

Your independent firm can provide you with additional information about Cash Sweep Program eligibility.

If you are purchasing securities, the amount of the purchase will be withdrawn from your sweep option on the settlement date, thereby eliminating the need to deliver funds to us. If you are selling securities, the proceeds are deposited in your sweep option by the day following settlement date, enabling you to begin earning interest on those funds until they are reinvested.

### Overview of RJBDP

Through RJBDP, which is offered by RJA, uninvested funds in your Raymond James account are automatically deposited, or “swept,” into interest-bearing deposit accounts at up to 20 banks whose deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”) for up to \$250,000 per insurable capacity (e.g., individual, joint, etc.) per bank, subject to applicable limitations. RJ Bank, an affiliate of Raymond James, is one of the banks in RJBDP.

RJA will deposit up to \$245,000 (\$490,000 for joint accounts of two or more) in each bank on a predetermined list of banks (the “Bank Priority List”). Once \$3 million (\$6 million for joint accounts of two or more) in total has been deposited at the banks, or once the available banks reach their maximum deposit threshold for cash balances from RJBDP, your excess funds will be returned to CIP or directed to a designated “excess bank,” as described below, depending upon the option you have selected for excess funds. If you wish to change your selection, please consult with your independent firm.

- Excess Bank: Excess funds exceeding the FDIC-insurable amount will be directed to a designated “excess bank” without limit and without regard to the FDIC insurance limit. See “Excess Funds: Excess Bank” description below.
- Client Interest Program: Excess funds exceeding the FDIC-insurable amount will be directed to CIP, described in more detail below, allowing you to take advantage of SIPC and excess SIPC coverage for the cash held under CIP only. Due to regulatory restrictions, this option is not available for retirement accounts.

As noted above, if a bank on the Bank Priority List reaches its maximum deposit threshold for cash balances from RJBDP, then that bank will decline to accept further RJBDP cash. This means that even if that bank is on your Bank Priority List, you should expect that your cash will not sweep to that bank, and instead will either be returned to CIP or directed to your designated excess bank, as described below, depending upon the option you have selected for excess funds. Your periodic account statements will list which banks hold your cash, and in what amounts, and you may also contact your independent firm for that information.

In the event most or all of the banks in RJB DP reach their maximum deposit thresholds for cash balances from RJB DP and thus decline to accept further RJB DP cash, then it may be the case that all of your cash in RJB DP is either held in CIP (as your excess option, in which case no FDIC insurance coverage would apply) or swept to your designated excess bank (on which FDIC insurance coverage would be limited to up to \$250,000 per insurable capacity). **Thus, the overall amount of potential FDIC insurance protection for which you may be eligible as a result of enrollment in the RJB DP will vary depending upon the number of banks that are accepting RJB DP cash at any point in time, as well as the excess funds option that you choose.**

### ***Overview of RJB DP-RJ Bank Only***

Accounts that are subject to the Employee Retirement Income Security Act (“ERISA”) and individual retirement accounts (“IRAs”) that are subject to an applicable investment advisory agreement are eligible for only the “RJB DP-RJ Bank Only” option, through which uninvested funds in your Raymond James account are swept into deposit accounts at RJ Bank, whose deposits, up to applicable limits, are eligible for FDIC insurance. Funds are deposited without limit and without regard to the FDIC insurance limit.

### ***Overview of CIP***

CIP is a short-term alternative for cash awaiting investment, in which RJA holds uninvested funds awaiting investment in your account and pays you interest. Cash in CIP is an obligation solely of RJA, whereas the funds on deposit through RJB DP and RJB DP-RJ Bank Only are obligations solely of the banks.

### ***Availability of Funds***

Cash in RJB DP will generally be available for transfer or withdrawal the same day as requested; however, requests received after 1:30 p.m. Eastern Time may be processed and the cash made available on the next succeeding business day. In addition, RJA reserves the right to delay the availability to you of cash in RJB DP until RJA receives the cash from the participating banks in which the cash is held.

Cash in CIP will generally be available for transfer or withdrawal the same day as requested, taking into account the time the request is received and the manner in which the funds are to be transferred or withdrawn.

As to newly deposited funds, whether in RJB DP, CIP, or otherwise, RJA and its affiliates reserve the right to delay availability for withdrawal or transfer until we have confirmed clearance of those newly deposited funds.

### ***Exceptions***

Raymond James may, in its sole discretion, grant exceptions to any of the terms or conditions of the Cash Sweep Program or any sweep option. Such exceptions may include, but are not limited to, terms or conditions related to: (1) any eligibility requirement for a sweep option; and (2) revising the fees RJA receives from participating banks in RJB DP, or revising the rate RJA sets on CIP, such that a particular client receives a higher or lower interest rate on swept cash than what is established through the general rate-determination processes.

### ***Client’s Obligation to Monitor***

In determining which sweep option to select, if more than one is available, you should consider the features and benefits of each of the available sweep options, including the applicable interest rates as well as the other information disclosed below in this document regarding how each feature works and the revenue and other benefits that Raymond James and its affiliates receive from these sweep options.

Any cash coming into your Raymond James account – whether from a deposit by you, a dividend or interest payment, proceeds from the sale of a security, or otherwise – will be held in your selected sweep option until you (or the discretionary manager, if your account is managed) make a decision to use the cash for investment or other purpose. It is important that you monitor the amount of funds in your sweep option, and consider other options you may have for investment of those funds. Maintaining funds in your sweep option does not constitute or imply a recommendation by Raymond James that your funds should remain in your sweep option. Your independent firm can discuss with you options other than or in addition to the Cash Sweep Program for your assets.

### ***Interest Rates and Interest Rate Tiers***

**Interest rate tiers applicable across all sweep options.** Your interest rate is based on the relationship you have with Raymond James, as well as the interest rate tier (“Interest Rate Tier”) for which your accounts are eligible. Eligibility for an Interest Rate Tier is based on the total of (1) the cash balance in RJB DP and (2) the cash balance

in CIP (collectively, "Relationship Cash Value"). Your Interest Rate Tier eligibility will be reviewed and adjusted weekly, as necessary (normally after market close on the last business day of the week that the New York Stock Exchange is open ("Aggregation Day")), and is based on your Relationship Cash Value at that time.

The Interest Rate Tiers are:

1. \$0 to \$24,999
2. \$25,000 to \$99,999
3. \$100,000 to \$249,999
4. \$250,000 to \$499,999
5. \$500,000 to \$999,999
6. \$1,000,000 to \$2,499,999
7. \$2,500,000 to \$4,999,999
8. \$5,000,000 to \$9,999,999
9. \$10,000,000 to \$24,999,999
10. \$25,000,000 or above

Additional Interest Rate Tiers may be available for Relationship Cash Values exceeding those listed above. Please consult your independent firm for more information.

#### **Interest rate tiers and account type.**

Cash balances in non-retirement accounts and in accounts that are subject to Section 4975 of the Internal Revenue Code but not subject to ERISA (e.g., IRAs), opened during the week will be assigned the greater of: (1) the Interest Rate Tier applicable for such account only taking into consideration the cash balance in such account, or (2) the Interest Rate Tier based on your Relationship Cash Value, excluding the cash balance in the new account. On the Aggregation Day following the opening of such accounts, any available cash balance will be added to your Relationship Cash Value and all Deposit Accounts will fall under the same Interest Rate Tier, based on the total Relationship Cash Value.

Cash balances held in accounts that are subject to ERISA will be assigned the Interest Rate Tier applicable for such account, only taking into consideration the cash balance in that account.

#### **Interest rate to be received by clients.**

Accounts enrolled in RJB DP, RJB DP-RJ Bank Only, and CIP each utilize the same Interest Rate Tiers and pay the same rate of interest on the cash balances within each Interest Rate Tier. The process by which the interest rate is determined is described below in the separate sections on each sweep option.

Clients whose accounts are introduced to RJA by an unaffiliated introducing broker-dealer or investment adviser ("Introduced Clients") will utilize the same Interest Rate Tiers as clients whose accounts are not introduced in that way; but you should expect that the accounts of Introduced Clients will receive a rate of interest on cash balances within each Interest Rate Tier that is different than, and in most cases will be lower than, the interest rate received by clients whose accounts are not introduced in that way.

Interest rates may change at any time without notice. Interest rates will be available on the business day (i.e., Monday through Friday if the New York Stock Exchange is open) the rates are set. Interest Rate Tiers and applicable rates are posted online at [raymondjames.com/rates.htm](http://raymondjames.com/rates.htm). Rates are also available through Client Access or by contacting your independent firm.

Interest will accrue on cash balances from the day funds are swept out of your Raymond James account through the business day preceding the date when funds are swept back into your Raymond James account. Interest will be compounded daily and credited monthly.

Neither RJA nor any participating banks are required to offer the highest rates available. Interest rates paid on your cash balances may equal, exceed, or be lower than the prevailing market rates.

Interest rates will vary based upon prevailing economic and business conditions. The interest rates paid may be higher or lower than the interest rates available to depositors making deposits directly with a bank or other depository institution in a comparable account. You should compare the terms, interest rates, required minimum amounts, and other features of the Cash Sweep Program with other accounts and alternative investments, and discuss your options with your independent firm.

#### **Charges or costs to clients selecting a sweep option.**

The Cash Sweep Program is offered at no additional charge or cost to clients.

#### **Compensation and other benefits to Raymond James and its affiliates from client cash in the Cash Sweep Program.**

Fees paid to RJA by the banks in RJB DP provide RJA a material source of revenue. This revenue is important to the ability of RJA to finance its business activities, and

ultimately to the potential profitability of RJA. In addition to the fees received by RJA from the banks, cash balances provide a relatively low-cost source of funds to RJA through CIP and to RJ Bank through RJB DP, and help contribute to our profitability. This revenue and other benefits to RJA and its affiliates increase when more client funds are held in the Cash Sweep Program. See the subsections on *Compensation and other Benefits to Raymond James and its affiliates* below in each different sweep option section for additional detail.

### **Raymond James sharing of compensation and other benefits from client cash in the Cash Sweep Program.**

*With your independent firm:* You should expect that Raymond James will share a portion of the revenues it receives from one or more of the sweep options with your independent firm. The rate of any such revenue sharing may be increased depending upon the aggregate amount of client funds in the Cash Sweep Program by all clients of your independent firm.

Even when Raymond James does not share a portion of the revenues it receives with your independent firm, the aggregate amount of cash in the Cash Sweep Program by all clients of the independent firm may be credited to the independent firm for purposes of determining the overall payout rate that your independent firm receives from Raymond James; thus, higher aggregate amounts of client funds in the Cash Sweep Program may cause the independent firm to receive higher compensation on transactions and activities unrelated to the Cash Sweep Program, even when no Cash Sweep Program revenue is shared with the independent firm.

The interest rate that you receive on your cash in the Cash Sweep Program is not impacted by any revenue shared with, or credit received by, your independent firm.

*With third parties:* You should expect that Raymond James or its affiliates will share a portion of the revenues they receive from the Cash Sweep Program with third parties, including but not limited to an introducing broker-dealer or introducing investment adviser. Whether and on what terms any such sharing would occur would be established by contractual agreement between Raymond James or its affiliate and the third party. The interest rate that you receive on your cash in the Cash Sweep Program is not impacted by any revenue shared with a third party.

### **Operation of RJB DP**

#### Bank Priority List

RJA establishes contracts with multiple banks, which are included in one or more Bank Priority Lists. The Bank Priority List of available banks into which your cash is deposited is based on your account's legal address of record. The current Bank Priority Lists are available at [www.raymondjames.com/rjb dp](http://www.raymondjames.com/rjb dp) or from your independent firm. Banks appear on your applicable Bank Priority List in the order in which the deposit accounts will be opened for you by RJA and your cash will be deposited. You should review the Bank Priority List carefully and consult with your independent firm about current rates and your options. Rate information is available at [raymondjames.com/rates.htm](http://raymondjames.com/rates.htm).

You may not change the order of the banks on the Bank Priority List; however, you may at any time designate a bank as ineligible to receive your cash. This election will result in your cash being deposited at the next bank on the Bank Priority List, unless you otherwise choose to use your cash to purchase investments. **In addition, you may at any time instruct RJA to remove your cash from a bank, close your associated deposit accounts with a bank, and designate a bank as ineligible to receive future deposits through the Cash Sweep Program.**

If you wish to designate a bank as ineligible to receive your funds, please contact your independent firm. The list of ineligible banks will be displayed on your Raymond James account statement as "participating banks you declined."

The Bank Priority List may be changed, as described below under *Changes to the Bank Priority List*.

#### Deposit and Withdrawal Procedures

RJA will act as your agent and custodian in establishing and maintaining the deposit accounts at each participating bank. Although the deposit accounts are obligations of the banks and not Raymond James or its affiliates, you will not have a direct relationship with the banks—all deposits and withdrawals will be made by RJA on your behalf and information about your deposit accounts may be obtained from Raymond James, not the banks.

When RJA opens a deposit account for your cash at a participating bank, it opens both a money market deposit account (MMDA) – a type of savings deposit – and a linked transaction account (TA) at one or more of the



banks on the Bank Priority List in the order set forth on the Bank Priority List (the "Deposit Sequence"). The MMDAs and TAs are non-transferable. Your MMDA and TA at each bank will earn the same interest rate, and all banks will pay the same interest rate.

Once your funds at a bank reach the Deposit Threshold (\$245,000 or \$490,000 for joint accounts of two or more), RJA, as your agent, will open an MMDA and TA for you at the next bank on the Priority List and place your additional funds in that bank. Following this process, your funds will be swept to up to 20 banks.

As necessary to satisfy withdrawals, funds will be transferred from your MMDA to the related TA at each bank, and withdrawals will be made from the TA. RJA, in its discretion, may determine a minimum, or "threshold," amount to be maintained in your TA to satisfy debits in your Raymond James account. You will earn the same rate of interest and receive the same level of FDIC insurance coverage regardless of the allocation of your cash between your MMDAs and TAs.

Federal banking regulations limit the transfers from an MMDA to a total of six per month (or statement cycle). At any point during a calendar month in which transfers from an MMDA at a bank have reached the applicable limit, all funds will be transferred from that MMDA to the linked TA at the bank until the end of that calendar month. Deposits for the remainder of the month into this bank will be made to the TA. At the beginning of the next calendar month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount RJA elects to maintain. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at a bank, or the amount of FDIC insurance coverage for which you are eligible.

Debits in your Raymond James account will be satisfied in the reverse order from the Deposit Sequence (the "Withdrawal Sequence"). Funds will be withdrawn from Excess Banks or CIP, as applicable, before funds are withdrawn from your deposit accounts at the banks. If a withdrawal of funds from your deposit accounts is necessary to satisfy a debit, RJA, as your agent, will withdraw funds from your TAs at the banks on the Priority List beginning with the lowest priority bank on the Bank Priority List at which your cash has been deposited. If there are insufficient funds at that bank, funds will be withdrawn from each bank in the Withdrawal Sequence (lowest priority to highest priority) until the debit is

satisfied. If cash in the TA at a bank from which funds are being withdrawn is insufficient to satisfy a debit, funds in the related MMDA at that bank will be transferred to the TA to satisfy the debit, plus funds to maintain any TA threshold amount. If there are insufficient funds in the deposit accounts at the banks on the Bank Priority List to satisfy the debit, your independent firm will withdraw funds from other available sources.

Federal banking regulations require the banks to reserve the right to require seven days' prior written notice before permitting transfers or withdrawals from the deposit accounts. The banks participating in the Cash Sweep Program have indicated that they currently have no intention of exercising this right.

#### Changes to the Bank Priority List

The Bank Priority List may change at any time. One or more of the banks included on the Bank Priority List may be replaced with a bank not previously included on the Bank Priority List, a bank may be added to or deleted from the Bank Priority List, or the order of banks on the Bank Priority List may change. When a new bank is added to RJB DP, the Bank Priority Lists available at [www.raymondjames.com/rjbdp](http://www.raymondjames.com/rjbdp) are updated, and the bank will be listed under "participating banks recently added" in your next Raymond James account statement. If a bank discontinues participation in RJB DP, your cash will be transferred to the next available bank on the Bank Priority List.

In general, you will receive notification in advance of such changes and have an opportunity to designate a bank as ineligible to receive your deposits before any cash is deposited into a new bank or in a new Deposit Sequence. However, if a bank is unable to accept deposits for regulatory or other reasons, Raymond James may not be able to provide you with advance notice. Raymond James will provide you notice of such changes as soon as reasonably practicable.

In the event that the Deposit Sequence changes, on the day on which the revised Deposit Sequence is effective, your previously deposited cash may be reallocated among the banks on the revised Deposit Sequence in accordance with the deposit procedures described above unless a given bank on the revised Bank Priority List is unable to accept deposits for regulatory or other reasons. In such case, that bank will not have cash reallocated to it. This reallocation could result in a bank on the Bank Priority List having a smaller deposit balance than one or

more banks in a lower priority position on the Bank Priority List. When the bank that was unable to accept your funds is again able to accept your funds, available cash balances in your Raymond James account will be placed in that bank as described above. Other than as described in this paragraph, deposits and withdrawals of your cash made after a change to the Bank Priority List will occur as described above.

If a bank holding your cash no longer makes the deposit accounts available through RJB DP, you will be notified by Raymond James and given the opportunity to establish a direct depository relationship with the bank, subject to its rules with respect to establishing and maintaining deposit accounts. If you choose not to establish a direct depository relationship with the bank, your funds will be withdrawn and transferred to the next available bank on the Bank Priority List. The consequences of maintaining a direct depository relationship with a bank are discussed below in *Your Relationship with Raymond James and its Affiliates and the Banks*.

#### Excess Funds: Excess Banks

For clients who have chosen to have excess funds directed to a designated Excess Bank, each Bank Priority List includes one or more Excess Banks that will accept funds without limit and without regard to the FDIC insurance limit. If all of your funds are withdrawn from an Excess Bank, your funds may be deposited in a different Excess Bank the next time your funds are available for deposit in an Excess Bank. You must have at least one eligible Excess Bank.

#### Excess Funds: RJB DP with CIP

In order to offer you additional protection, RJA also offers RJB DP with CIP as the excess funds option. This excess funds option combines the associated features for those two sweep options as described above. Balances are first deposited into RJB DP for FDIC insurance coverage. Uninsured cash balances above maximum FDIC insurance coverage limits then go to CIP for SIPC and excess SIPC coverage.

#### Banks' Capacity to Receive RJB DP Cash

As noted above, if a bank on the Bank Priority List reaches its maximum deposit threshold for cash balances from RJB DP, then that bank will decline to accept further RJB DP cash. This means that even if that bank is on your Bank Priority List, you should expect that your cash will not sweep to that bank, and instead will either be returned to CIP or directed to your designated excess bank,

depending upon the option you have selected for excess funds. Your periodic account statements will list which banks hold your cash, and in what amounts, and you may also contact your independent firm for that information.

In the event most or all of the banks in RJB DP reach their maximum deposit thresholds for cash balances from RJB DP and thus decline to accept further RJB DP cash, then it may be the case that all of your cash in RJB DP will be held in the excess funds option that you select, i.e., either held in CIP (in which case no FDIC insurance coverage would apply) or swept to your designated excess bank (on which FDIC insurance coverage would be limited to up to \$250,000 per insurable capacity). **Thus, the overall amount of potential FDIC insurance protection for which you may be eligible as a result of enrollment in the RJB DP will vary depending upon the number of banks that are accepting RJB DP cash at any point in time, as well as the excess funds option that you choose.**

#### **Operation of RJB DP–RJ Bank Only**

If your account is eligible solely for RJB DP–RJ Bank Only, available cash in your Raymond James account is deposited into an interest-bearing deposit account at RJ Bank without limit and without regard to the FDIC insurance limit. The deposit account will be eligible for up to \$250,000 in deposit insurance coverage (\$500,000 for joint accounts of two or more) by the FDIC, subject to applicable limitations. By selecting RJB DP–RJ Bank Only, you authorize the deposit or investment of cash balances in your account in deposits issued by RJ Bank, which will bear a reasonable rate of interest (as required by 29 C.F.R. Section 2550.408b-4(b)(2)).

#### **Changes to RJB DP and RJB DP–RJ Bank Only**

In addition to the changes to the Bank Priority List as discussed above, RJA may terminate or modify RJB DP and RJB DP–RJ Bank Only at any time in its discretion. Modifications to RJB DP and RJB DP–RJ Bank Only may include, but are not limited to, changing the terms, conditions, and availability of RJB DP and RJB DP–RJ Bank Only. Such modifications will be communicated in accordance with the *Amendments to the Cash Sweep Program* section below.

#### **Information about Your Deposit Accounts and CIP**

You will not receive trade confirmations on activity in the Cash Sweep Program. All transactions in your deposit accounts will be confirmed on your periodic Raymond

James account statement. For each statement period, your Raymond James account statement will reflect:

- Deposits and withdrawals made through the Cash Sweep Program;
- For RJBDP (including RJBDP-RJ Bank Only), the opening and closing balances of the deposit accounts at each bank;
- The interest rate and interest earned; and
- For RJBDP, the list of banks you declined to receive your cash, if any.

Your periodic account statements will also reflect any balance in CIP.

Raymond James, and not any bank or any other third party, is responsible for the accuracy of your Raymond James account statement. Your independent firm can assist you in understanding your account.

### **Your Relationship with Raymond James, its Affiliates, and the Banks**

RJA is acting as your agent in establishing the deposit accounts at each bank, depositing funds into the deposit accounts, withdrawing funds from the deposit accounts, and transferring cash among the deposit accounts. Deposit account ownership is evidenced by a book entry on the account records of each bank and by records maintained by RJA as your custodian. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your Raymond James account statements will reflect the balances in your deposit accounts at the banks. You should retain your Raymond James account statements for your records. You may at any time obtain information about your deposit accounts by contacting your independent firm.

Unless you establish the deposit accounts directly with a bank as described below, all transactions with respect to your Cash Sweep Program deposit accounts must be directed by RJA, and all information concerning your deposit accounts can only be obtained from Raymond James. The banks have no obligation to accept instructions from you with respect to your deposit accounts or to provide you information concerning your deposit accounts.

Raymond James may, in its sole discretion, terminate your use of the deposit accounts as a sweep option, or you may terminate your participation in RJBDP. In either situation, you may establish a direct depository relationship with each bank, subject to their rules with respect to maintaining deposit accounts. Establishing a

deposit account in your name at a bank will separate the deposit account from your Raymond James account, and your deposit account balances will no longer be reflected in your Raymond James account statement and Raymond James will have no further responsibility concerning your deposit accounts.

As described above, you will not have a direct account relationship with the banks; however, each deposit account constitutes an obligation of a bank and is not directly or indirectly an obligation of Raymond James or its affiliates. You can obtain publicly available financial information about each bank at [www.ffiec.gov/nic](http://www.ffiec.gov/nic) or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226, or by phone at 703.562.2200. Raymond James and its affiliates do not guarantee in any way the financial condition of the banks or the accuracy of any publicly available financial information about the banks.

### **FDIC Insurance Coverage**

The FDIC deposit insurance limit for most insurable capacities is \$250,000 per owner, including principal and accrued interest per depositor when aggregated with all other deposits held in the same insurable capacity at a bank. Insurable capacities include individual accounts, IRAs, joint accounts, trusts, and employee benefit plans. Accounts held in certain capacities, such as trusts and employee benefit plans, may be accorded insurance on a per-beneficiary or per-participant basis. For example, cash balances swept to a bank account held by an individual are insured up to \$250,000 and cash balances swept to a bank held jointly by two or more individuals are insured up to \$500,000 (\$250,000 per joint owner).

Under certain circumstances, if you become the owner of deposits at a bank because another depositor dies, beginning six months after the death of the depositor, the FDIC will aggregate those deposits for purposes of the \$250,000 FDIC deposit insurance limit with any other deposits that you own in the same insurable capacity at the bank. Examples of accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts, and certain trust accounts. The FDIC provides a six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

In the unlikely event that federal deposit insurance payments become necessary, payments of principal plus

unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and Raymond James is under no obligation to credit your Raymond James account with funds in advance of payments received from the FDIC. Furthermore, you may be required to provide certain documentation to Raymond James to provide to the FDIC before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your deposits at a bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquiror until (i) the maturity date of any time deposits that were assumed or (ii) with respect to deposits that are not time deposits, the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same capacity for purposes of federal deposit insurance. Any deposit opened at the bank after the acquisition will be aggregated with deposits established with the acquiror for purposes of the \$250,000 FDIC deposit insurance limit.

**Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with a bank or through an intermediary (such as Raymond James or another broker) will be aggregated with funds in your Deposit Accounts at that bank for purposes of the FDIC insurance limit. In the event a bank fails, your cash is insured, up to the FDIC insurance limit, for principal and interest accrued up to the date the bank is closed. You are responsible for monitoring the total amount of deposits that you hold with any one bank in order for you to determine the extent of deposit insurance coverage available to you on your deposits, including any cash deposited to the bank through the Cash Sweep Program. Raymond James and its affiliates are not responsible for any insured or uninsured portion of cash swept to, or any other deposits at, the banks.**

If you have questions about FDIC insurance coverage, please contact your independent firm. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC:

- *By mail:* Deposit Insurance Outreach, Division of Depositor and Consumer Protection; 550 17th Street N.W., Washington, DC 20429
- *By phone:* 877.275.3342 or 800.925.4618 (TDD)
- *Online:* [www.fdic.gov/deposit/index.html](http://www.fdic.gov/deposit/index.html)

#### **No SIPC Insurance Coverage**

**Deposit accounts held in your account are not eligible for coverage by SIPC.** You should carefully review the section titled *Securities Investor Protection Corporation Coverage* under *Account Protection* in *Section V—Other Important Information*.

Note that if you select CIP as the excess funds option for RJB DP (as described above), SIPC coverage of excess amounts held in CIP will be as described below in the section concerning CIP.

#### **Compensation and other Benefits to RJA and its affiliates from RJB DP**

Client funds swept to a bank other than RJ Bank: Each bank will pay RJA a fee equal to a percentage of the average daily deposit balance on cash swept to and held at the bank. The aggregate fee from all banks will not exceed an annual rate of 3% of all balances in deposit accounts at all non-affiliated banks in RJB DP. The fees RJA receives will vary by bank and by Interest Rate Tier, and such fees will affect the interest rate available to you on your deposit.

RJA pays service fees to unaffiliated service providers involved in the RJB DP program out of the fees that RJA receives from the banks.

RJB DP client cash swept to RJ Bank: RJ Bank will pay RJA an annual administrative fee of up to \$100 per account. RJ Bank benefits by receiving deposits through RJB DP on which it pays an interest rate that may be less than the cost of other alternative funding sources available to it. Deposits in deposit accounts at RJ Bank provide a stable source of deposits for RJ Bank, which it may use to fund new lending and investment activity, as permitted by applicable law. As with other depository institutions, the profitability of RJ Bank is determined in large part by the difference between the interest paid and other costs associated with its deposits, and the interest or other income earned on its loans, investments, and other assets.

### **Interest rate to be received by clients in RJBBDP**

Rate-determination process for client cash swept through RJBBDP to banks other than RJ Bank: As described above, the interest rate a client will receive on cash swept to these banks in RJBBDP will be the rate these banks pay minus the fees paid to RJA, based upon the Interest Rate Tier of the client.

Rate-determination process for client cash swept through RJBBDP to RJ Bank: RJ Bank sets the rates that it will pay for each Interest Rate Tier, and any client whose cash sweeps to RJ Bank under RJBBDP will receive that interest rate.

Clients whose accounts are introduced to RJA by an unaffiliated introducing broker-dealer or investment adviser should expect that they will receive a rate of interest on cash balances within each Interest Rate Tier that is different than, and in most cases will be lower than, the interest rate received by clients whose accounts are not introduced in that way.

### **Client Interest Program (CIP)**

#### **Overview**

CIP is a short-term alternative for cash awaiting investment, in which uninvested funds awaiting investment in your account are held at and by RJA, and for which RJA pays you interest on such funds. Cash in CIP is an obligation solely of RJA, whereas the funds on deposit through RJBBDP and RJBBDP-RJ Bank Only are obligations of the banks.

As required by the U.S. Securities and Exchange Commission, RJA separates a significant portion of CIP cash held for the exclusive benefit of clients from cash used in RJA's business operations. This portion of CIP is, by regulation, required to be placed in overnight repurchase agreements that are fully collateralized by U.S. Treasury securities or deposited in qualifying trust or cash accounts with major U.S. banks. The remaining balance of CIP cash is used by RJA for its business operations to the extent permitted by law.

### **Interest rate to be received by clients in CIP**

RJA sets the interest rates that it pays per Interest Rate Tier on client cash in CIP. RJA sets those CIP interest rates to equal the interest rates received by clients in each Interest Rate Tier from RJBBDP, so that within each Interest Rate Tier the interest rate that a client in CIP will receive will be the same as the interest rate that client would receive in RJBBDP.

Clients whose accounts are introduced to RJA by an unaffiliated introducing broker-dealer or investment adviser should expect that they will receive a rate of interest on cash balances within each Interest Rate Tier that is different than, and in most cases will be lower than, the interest rate received by clients whose accounts are not introduced in that way.

### **Compensation and other Benefits to Raymond James and its affiliates from client cash in CIP**

After paying interest to clients on their cash in CIP, RJA retains any additional benefit or remuneration related to client cash in CIP. Specifically, for the portion of CIP cash required to be placed in overnight repurchase agreements or deposited in qualifying trust or cash accounts with major U.S. banks, RJA retains any remuneration received from those sources, and RJA retains any remuneration or other benefit received as a result of any CIP cash balances not placed in such investments.

### **SIPC Insurance Coverage**

Balances held through CIP are eligible for coverage by SIPC. You should carefully review the section titled *Securities Investor Protection Corporation Coverage* under *Account Protection* in *Section V—Other Important Information*.

### **RJ Bank with Check Writing**

Available only to clients who have retirement accounts with check writing capabilities, this sweep option allows for cash to be transferred to and from your Raymond James account to an individually named account held directly at RJ Bank. The balances held in individually named accounts at RJ Bank are also FDIC-insured in accordance with FDIC rules and aggregation limits described above.

### **Tax Considerations**

For most clients, interest earned in the Cash Sweep Program will be taxed as ordinary income in the year it is received. Form 1099 will be sent to you each year showing the amount of interest income you have earned. You should consult with your tax advisor about how the program affects you.

You may contact your independent firm or access our website to determine the current interest rate on the deposit accounts and other sweep options.

### **Amendments to the Cash Sweep Program**

RJA and its affiliates may modify or amend the Cash Sweep Program, including the terms, conditions, and availability of any sweep option and the products available under the Cash Sweep Program, at any time in our sole discretion by providing you with 30 days' prior notice. All notices may be made by means of a letter, an entry on your Raymond James account statement, an insert to your Raymond James account statement, an entry on a trade confirmation, or by a posting on our websites listed in this section.

### **Float Disclosure**

As with funds in CIP, any cash balances in your account pending sweep into banks through RJBDP are held unsegregated and may be used by us in the conduct of our business, subject to the limitations of rules under the Securities Exchange Act of 1934, as amended. Raymond James and its affiliates derive profit from any return on such cash balances (e.g., loans and other investments we make), net of expenses. Cash balances provide a relatively low-cost source of funds to us and thus help contribute to our profitability. You agree that Raymond James and its affiliates may retain your account's proportionate share of any net interest earned on aggregate cash balances with respect to (1) assets awaiting investment or (2) assets pending distribution from your account.

### **Cash Management**

Cash management features are available for all of the above sweep options through the Capital Access account. These features include check writing, debit cards, online bill payment and ACH. For more information regarding Capital Access, please contact your independent firm.

### **Negative Interest Rate Disclosure**

Global economic conditions, including negative inflation and currency valuations, have caused some foreign central banks to implement a negative interest rate policy in which banks must pay the central bank to hold reserves and depositors must pay their bank to maintain their deposits. The U.S. is not currently in a negative interest rate environment, nor is there any indication that the Federal Reserve Board will adopt a policy that results in negative interest rates. However, if such a policy is adopted, Raymond James, in its sole discretion, may charge your account a fee for maintaining funds deposited through RJBDP or funds in CIP. The fee will compensate Raymond James and its affiliates for costs incurred in maintaining your funds on deposit through RJBDP or

holding your funds through CIP, as applicable. The fee may be in addition to fees received by RJA from the banks in RJBDP.

If a fee is charged, the fee would be determined on the last business day of each month based on your average cash balance in RJBDP or in your account in CIP during the preceding month, as applicable. The fee will appear on your Raymond James account statement. The fee may be increased or decreased at any time to reflect the costs incurred by Raymond James or its affiliates related to the negative interest rate. Raymond James may eliminate the fee at any time. Information regarding the fee will be available at [raymondjames.com/rates.htm](http://raymondjames.com/rates.htm) or from your independent firm.

## **AFFILIATE PRODUCTS AND SERVICES**

Our affiliates provide a range of additional services and products. You are under no obligation to purchase products or to select services from one of our affiliates, and many products and services are available from third parties, at either the same, greater, or less cost to you.

### ***Raymond James Bank Products***

#### **Product Description**

We are affiliated with Raymond James Bank, N.A. ("RJ Bank"). RJ Bank offers various products and services that are available to clients, such as mortgages, securities-based lending (as described above), structured products, and CDs. Clients should reference the agreements and related disclosures provided by RJ Bank for a full understanding of scope of services and for product and service information (the "RJ Bank Documents"). Comparable products and services are available from unaffiliated third parties, and clients are not required to utilize RJ Bank's products and services. The appropriateness of RJ Bank products and services is determined based upon individual client scenario.

Additional information regarding RJ Bank products and services can be located on its website:

[www.raymondjamesbank.com](http://www.raymondjamesbank.com).

#### **Costs and Fees Paid by Clients**

Costs and fees are described in the applicable RJ Bank Documents. There may be a pricing differential based on individual client engagement, and your independent firm may request RJ Bank to discount or reduce costs and

fees; however, RJ Bank retains full authority regarding the pricing of its products and all related costs and fees.

## OTHER SERVICES

### TRADING AND EXECUTION SERVICES

As a registered broker-dealer, we provide trading and execution services.

#### *Placing Trades*

**Best Available Price.** Once your trade is placed, we will do our best to execute the transaction at the best available price. Smaller trades are generally executed via automated systems at the best available price.

**Instructions and Confirmation Review.** You can place a trade by contacting your independent firm or your independent firm's licensed sales associate. Please be specific and carefully explain your instructions. Ask to have your instructions read back to you for verification. Once you receive your trade confirmation (online the day following the trade or in hard copy within a few business days of the trade), read it carefully to ensure that your instructions have been carried out. If they have not, contact your independent firm immediately.

**Trade Aggregation.** We may combine your sale and purchase orders with similar orders being made simultaneously for other accounts if, in our reasonable judgment, such aggregation is likely to result in an overall economic benefit to you by evaluating the availability of relatively better purchase or sale prices, lower commission expenses or beneficial timing of transactions, or a combination of these and other potential benefits. Such transactions may be made at slightly different prices, due to the volume of securities purchased or sold. In that case, the average price of all securities purchased or sold in such transactions may be determined, and you may receive the average transaction price.

**"Average Price" Per Share.** We report an "average price" per share when multiple executions are required to complete your order. It is a calculated average of the prices of all individual executions. Details regarding the actual price of each execution are available upon request. Although multiple executions may be necessary, no additional fees or commissions are charged.

#### *Extended-Hours Trading*

In accordance with FINRA Rule 2265, we are providing the following regarding the risks associated with extended

hours trading. For the purposes of this section, "regular trading hours" in equity securities generally means the time between 9:30 a.m. Eastern Time and 4:00 p.m. Eastern Time, "regular trading days" generally means Monday through Friday, excluding New York Stock Exchange holidays, and "extended hours trading" means trading outside of regular trading hours on regular trading days.

You should carefully consider the following items prior to engaging in extended hours trading:

**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; 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, an order may only be partially executed or not at all.

**Risk of Higher Volatility.** Volatility refers to the degree the market price of a security changes during trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, an order may only be partially executed, or not at all, or an order may receive an inferior price in extended hours trading compared to 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 the next morning. As a result, an order may receive an inferior price in extended hours trading compared to regular market hours.

**Risk of Unlinked Markets.** Depending on 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, an order may receive an inferior price in one extended hours trading system compared to 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 effect on the price of a security.

**Risk of Wider Spreads.** The spread refers to the difference between the price at which a security can be bought and the price for which it can be sold. 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 (IIV).** For certain derivative securities products, an updated underlying index value or IIV may not be calculated or publicly disseminated in extended trading hours. Since the underlying index value and IIV are not calculated or widely disseminated during the opening and late trading sessions, an investor who is unable to calculate implied values for certain derivative securities products in those sessions may be at a disadvantage to market professionals.

#### ***Trade Date and Settlement Date***

The day on which your trade is executed is the “trade date,” while the day on which you pay/are paid for a trade is the “settlement date.” Securities regulations specify two business days from trade date to settlement date for most securities. This regulation – which the industry calls “T+2” – may not provide sufficient time for you to receive the confirmation of your transaction by regular mail and then pay for an executed buy order. You should either have funds on deposit with us or arrange for payment based on oral confirmation of the trade. The vast majority of clients keep cash balances on deposit with us to ensure timely settlement of trades.

#### ***Online Trading***

Your independent firm can offer you the opportunity to engage in certain trading activities online through Raymond James Client Access. Before trading online, however, it is important to understand how securities transactions are executed, particularly during times of volatile prices and high volume, when there may be delays.

#### ***Long and Short Sales***

Most sales of securities are “long” sales, where you are selling a security that you own. If the security is not in your

account when you place the sale order, you must deliver it to us by the settlement date. A “short” sale is the sale of a security that you do not currently own. Delivery requirements for short sales are typically fulfilled by borrowing the security. With respect to both long and short sales, failure to timely deliver the security will generally require us to fulfill your delivery requirements by purchasing the securities sold at the current market price, in our sole discretion and without prior notice to you, which may result in significant losses to you, and for which you will be financially responsible.

#### ***Order Routing/Best Execution***

Absent specific routing instructions from you, our policy is to route orders to the market center or designated broker-dealer intermediary where we believe that you will receive the best execution, based on a number of factors. The potential for receipt of order flow payment or trading profits is **not** a factor in this decision. We believe, based on prior experience, that our order routing practice provides opportunity for the orders to be executed at prices at or better than the national best bid or best offer.

#### ***Indirect Compensation—Payment for Order Flow.***

SEC Rule 607 of Regulation NMS requires broker-dealers to disclose at account opening and annually thereafter their policies regarding payment for order flow and order routing practices. If specific routing instructions are not received from you, our policy is to route orders to the market center or designated broker-dealer intermediary where we believe that a client will receive the best execution, based on a number of factors. The potential for receipt of order flow payment or trading profits is not a factor in this decision. From time to time, we receive payment for order flow in the form of a payment or a reduction in the fees charged for directing transactions to various market centers or designated broker-dealer intermediaries. This compensation, estimated to total approximately \$3.5 million annually, is received in a number of ways, including direct cash payment of a fraction of a cent per share for equity trades and direct cash payments per contract for options. The source and specific amount of any such compensation related to a client’s account are available upon written request. For information regarding our order routing practices, please visit [www.raymondjames.com/orderrouting](http://www.raymondjames.com/orderrouting). Independent firms do not receive compensation related to payment for order flow or order routing practices.

It is possible for us to act as a market maker (Market Participant Identification: RAJA) in certain securities.



Occasionally, we execute eligible orders received from clients and other broker-dealers against the firm's proprietary inventory. We realize 100% of any trading profits or losses generated from trading with client orders as principal.

### ***The Pitfalls of Penny Stocks***

As a general rule, we will not execute purchases of stocks that are trading at less than \$2 per share, unless that stock is traded on a major stock exchange. In almost all cases, adequate financial information is available on stocks that trade on an exchange, facilitating analysis of the security prior to purchase. Stocks that are trading under \$2 per share and are not listed on an exchange generally are riskier, as the companies are smaller and do not necessarily have the same reporting requirements as listed stocks.

### ***Understanding the Over-the-Counter Market***

As most companies whose stocks trade over the counter are smaller, their market capitalizations are also smaller and their stocks are less liquid. This creates a larger spread between the stock's bid and ask prices. Furthermore, because market makers often only make 100-share markets before changing their bid and ask, it generally takes longer to get pricing reports. As a result, even a market order placed at market opening might take a long time to execute at a series of prices. This generally would not happen with the stock of a large company stock listed on an exchange.

## **ADMINISTRATIVE SERVICES**

### ***Service Description***

We also provide an array of administrative services to better support, manage, and serve your investment needs.

### ***Crediting Checks to an Account and Cashing Checks***

**Holds.** All checks deposited with us, except cashier's checks, traveler's checks and money orders, are subject to a minimum two-day hold. All deposits processed through the ATM (automated teller machine) network are subject to a two-day minimum hold. Certain checks, based on size, account history, and other factors, may be held up to 10 business days. Credit card or line of credit checks are subject to a 20-business-day hold. With the exception of foreign checks, all checks begin to earn interest after two business days.

**Foreign Checks.** Foreign checks, including those from Canadian banks, are not accepted for payment of a trade and will not be credited to your account until we receive the funds. This may take up to six weeks. Please always make your checks payable to "Raymond James & Associates, Inc." and include your account number. Independent firms are required to have clients make checks payable to us, not to themselves or to any other entity. We are not responsible for checks that are not payable to "Raymond James & Associates, Inc."

**Uncashed Checks.** If you do not cash checks that we send you within 120 days of issuance (90 days for standard check age plus a 30-day hold period), we will redeposit them to your account, unless the check is for a de minimis amount (currently \$20 or less). If the check is for a de minimis amount, we will place the funds in payable account for potential escheatment. This policy remains in effect, and notification is hereby provided in accordance with interpretive guidance of Rule 17Ad-17 under the Securities Exchange Act of 1934, as amended.

### ***Dividends and Interest Payments***

**Crediting to Client Accounts.** Unless instructed otherwise, we credit all dividend and interest payments to client accounts on the declared payment date. However, you do have choices as to how to receive those payments. Your independent firm can help you select the best method for accessing your interest and dividends.

**ACH to Bank.** You may choose to receive dividend and interest payments by check or direct deposit to your bank account through the Automated Clearing House (ACH). To do so, ask your independent firm to set up an ACH Profile for you.

**Processing/Mailing of Dividend Checks.** While funds are immediately available when credited, we process and mail checks each Friday if all dividend and interest payments credited to your account during the previous week total \$100 or more. If they total less than \$100, they will accumulate in your account until the \$100 threshold is reached, at which time we will issue a check. If you receive dividend and interest payments by check, you will receive a breakdown of the payments included on each check.

**Sweeps to Interest-Bearing Accounts.** You may prefer to have payments automatically swept into an interest-bearing account, eliminating the need to cash checks or deliver them to another institution for deposit and

eliminating possible delays due to “holds” placed on the funds when the checks are deposited in another institution or due to the postal service. In addition, by sweeping your payments into an interest-bearing account, you will begin earning competitive rates of interest on them immediately. Each interest and dividend payment and subsequent sweep is automatically reported on your account statement.

## SECTION V—OTHER IMPORTANT INFORMATION

### STATEMENT OF CREDIT DISCLOSURE

#### *Cash Accounts*

Cash accounts may be subject, at our discretion, to interest on any debit balances resulting from failure to make payment in full for securities purchased, from proceeds of sales paid prior to settlement date, or for other charges that may be made to your account.

#### *Margin Accounts*

By purchasing securities on credit, commonly known as margin, you can increase the buying power of your equity and increase the potential for profit, but you also increase the potential for loss. When you buy securities on margin, you deposit a portion of the purchase price, and we extend you credit for the remainder. The loan appears as a debit balance on your monthly account statement. We charge interest on your debit balance and require you to maintain securities, cash or other property to secure repayment of funds advanced.

We will charge interest for any credit we extend to you for the purpose of buying, trading, or carrying securities, for any cash withdrawals made against the collateral of securities, or for any other extension of credit. When we pay funds in advance of settlement on the sale of securities, we will charge interest on the amount paid from date of payment until settlement date. If any other charges are made to your account for any reason, we may charge interest on the resulting debit balances.

#### *Interest Rates*

We may charge interest on any debit balances in cash accounts or credit extended in margin accounts at up to 2.75 percentage points above the Raymond James Base Lending Rate. This rate will be set with reference to commercially recognized interest rates, industry conditions relating to the extension of credit, and general credit market conditions. It may change without prior notice. When the Base Lending Rate changes during an

interest period, interest will be calculated according to the number of days each rate is in effect during that period. If the rate of interest charged to you changes for any other reason, we will notify you at least 30 days in advance.

#### *Interest Period*

Margin interest will post to your account on the last business day of the month. The interest period begins on the prior month's posting date and ends the day before the last business day of the month.

#### *Method of Interest Computation*

At the close of each day, we will compute the interest charge by multiplying the average daily debit balance by the applicable schedule rate, and then divide by 360. The month-end interest charge is the sum of the daily accrued interest calculations for the month. No interest is calculated on days when the account has a zero balance or a credit balance. If there is a credit in your cash account and a debit in your margin account, you should expect that we will calculate the interest charge on the resulting net balance. We will add the interest charged for credit extended to your account at the close of the interest period to the opening debit balance for the next interest period, unless you pay it. Raymond James Base Lending Rate agreements are governed by the laws of the State of Florida.

If you sell a security short (or short against the box) and it appreciates in market price, a debit will be posted to margin to make up for the increased price. Correspondingly, if the security you sold short depreciates in market price, a credit will be posted to margin to make up for the reduced price. This practice is known as “marking to market.” If the “mark to market” creates a settled debit balance in margin, we will charge you interest on the debit. We use the daily closing price to determine the appreciation or depreciation of a security sold short.

If your account is short shares of stock on the record date of a dividend or other distribution, regardless of how the short position occurs, we will charge your account the amount of the dividend or other distribution on the following business day.

#### *General Margin Policies*

The amount of credit that we may extend and the terms of the extension are governed by rules of the Federal Reserve Board and the Financial Industry Regulatory Authority. Using these rules as guidelines and subject to

adjustment required by changes to them, as well as our own business judgment, we have established internal policies for margin accounts. If the market value of securities in your margin account declines, we may require you to deposit additional collateral. Margin account equity is the current market value of securities and cash deposited as security, minus the amount you owe us for credit extended. It is our general policy to require margin account holders to maintain equity in their margin accounts of the greater of 30% of current market value or \$3 per share for common stock purchased on margin. We apply other standards for other types of securities. For example, we do not allow securities valued at \$5 per share or less to be purchased using margin, except under exceptional circumstances. We will grant approval for purchases of securities under \$5 in a margin account at our sole discretion. Also, certain other securities may be ineligible for margin credit from time to time. For information on our general margin maintenance policy as to municipal bonds, corporate bonds, listed U.S. Treasury notes and bonds, and other securities, contact your independent firm.

Notwithstanding the above general policies, we reserve the right, at our discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount for particular accounts or classes of accounts as we deem necessary. In making these determinations, we may take into account various factors, including the size of an account, liquidity of position, unusual concentrations of securities in an account, or a decline in creditworthiness. If you fail to meet a margin call in a timely manner, we may liquidate some or all of your positions without prior notification.

### ***Deposits of Collateral, Lien on Accounts, and Liquidation***

If we request additional collateral, you may deposit cash or acceptable securities into your margin account. If you do not promptly deposit satisfactory collateral when we request it, we may, at our discretion, liquidate securities held in any of your accounts. In this connection, pursuant to our Margin Agreement, we retain a security interest in all securities and other property held in your accounts, including securities held for safekeeping, so long as any credit extended remains outstanding.

## **ACCOUNT PROTECTION Coverage Summary**

### **FDIC**

Covered Investments: Bank Deposits.

Available Coverage: \$250,000 insurance limit per depositor per insured institution. You may qualify for more than \$250,000 in coverage if you own deposit accounts in different ownership categories. The deposit insurance company limits refer to the total of all deposits that an account holder (or account holders) has at each FDIC-insured bank.

### **SIPC**

Covered Investments: Registered securities and cash.

Available Coverage: Generally protects SEC-registered securities to a maximum of \$500,000, including \$250,000 coverage for claims for cash.

### **Excess SIPC**

Covered Investments: Registered securities and cash.

Available Coverage: Once a client's SIPC coverage limit is exhausted, excess SIPC provides an aggregate firm limit of \$750 million, including a sub-limit of \$1.9 million per client for cash above basic SIPC for the wrongful abstraction of client funds.

### **SIPC & Excess SIPC**

Raymond James is a member of the Securities Investor Protection Corporation (SIPC). SIPC provides coverage, as set forth above, in the unlikely event that we fail financially. Money market fund shares are not considered cash for this purpose; they are securities. An explanatory brochure is available upon request at [www.sipc.org](http://www.sipc.org) or by calling 202.371.8300. SIPC asset protection limits apply, in the aggregate, to all securities accounts that you hold with us in a particular capacity.

SIPC coverage does not insure against the loss of your investment. SIPC coverage does not ensure the quality of investments, protect against a decline or fluctuations in the value of your investment, or cover securities not held by us.

We have purchased excess SIPC coverage through various syndicates of Lloyd's, a London-based firm. Excess SIPC is fully protected by the Lloyd's trust funds and Lloyd's Central Fund. The additional protection currently provided is described above. Account protection applies when an SIPC-member firm fails financially and is unable to meet obligations to securities clients, but it does not protect against market fluctuations.

## **FDIC**

SIPC coverage is not the same as FDIC deposit insurance and operates differently. Balances and products such as certificates of deposit (CDs) held at Raymond James Bank, N.A. are covered by the Federal Deposit Insurance Corporation (FDIC), subject to FDIC rules and aggregation limits, but not by SIPC or excess SIPC. FDIC is an independent agency of the U.S. government that insures bank-held assets as set forth above. For purposes of calculating the \$250,000 FDIC limit, you should aggregate any accounts, deposits, and products you maintain in the same capacity directly with Raymond James Bank, N.A. with any accounts, deposits, and products you maintain at Raymond James Bank, N.A. through another intermediary such as us.

You are responsible for monitoring the total amount of such deposits at Raymond James Bank, N.A. in order to determine the extent of insurance coverage available to you. Neither we nor any of our affiliates are responsible for any insured or uninsured portion of your deposits or CDs.

**Unless explicitly stated, products sold by us are not considered bank deposits and are not covered by FDIC insurance.** Further information on FDIC insurance can be obtained from your independent firm, who will provide you with the FDIC brochure “Your Insured Deposits, FDIC’s Guide to Deposit Insurance Coverage” upon request. You can obtain information directly from the FDIC, Division of Supervision and Consumer Protection, by writing to Deposit Insurance Outreach, 550 17th Street N.W., Washington, DC 20429, or telephoning 877.275.3342 or 800.925.4618 (TDD). Or, you may visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) or email them at [dcainternet@fdic.gov](mailto:dcainternet@fdic.gov).

You may also wish to consult with your attorney concerning FDIC coverage of deposits, particularly when held in more than one capacity. The information above summarizes account protection coverage for various Raymond James accounts.

## **BUSINESS CONTINUITY**

We have established a Business Continuity Department comprised of a dedicated team of professionals who oversee the Raymond James business continuity, crisis management, and disaster recovery strategies. The department works closely with the business units and the Information Technology Department to ensure a standardized framework for building, maintaining, and testing business continuity plans. Our continuity plans employ an all-hazards approach, including baseline requirements and strategies to address incidents of varying scope. They are designed to allow for continued operation of critical business functions, including the ability to provide clients with prompt access to their funds and securities. For additional information, please see the full Business Continuity Disclosure Statement, located at [www.raymondjames.com/BCP](http://www.raymondjames.com/BCP).

## **RAYMOND JAMES CONTACT INFORMATION**

Please reach out to your independent firm with questions regarding any of the materials contained in this document.

Alternatively, you are welcome to contact Client Services, available Monday through Friday, 8 a.m. to 9 p.m. ET, at 800.647.SERV (7378).

For inquiries related to Capital Access Services, please contact Capital Access Client Services, Monday through Friday, 24 hours a day, via email at [capitalaccess.clientservices@raymondjames.com](mailto:capitalaccess.clientservices@raymondjames.com) or by phone at 800.759.9797.



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## **RAYMOND JAMES®**

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