

## **Class Action Recovery Service Terms and Conditions**

You acknowledge and agree that the following Class Action Recovery Service Terms and Conditions apply to our automated service for the submission of class action lawsuit claims for you. Your enrollment in this class action recovery service (the "Class Action Recovery Service") authorizes us to automatically file a claim on your behalf if we receive notice of a potential class action lawsuit for securities purchased and/or held in any eligible accounts that you have open with us (a "Class Action Security"). This Class Action Recovery Service is being provided to you by Raymond James & Associates, Inc., in its capacity as the custodian or sub-custodian of your accounts, as applicable. If you participate and are entitled to any class action settlement, you will receive a credit to the accounts in which the Class Action Security was held during the class period (the period of time during which the harm is alleged to have been committed against the class) if those accounts remain open or, if a settlement is received after you close the accounts where the Class Action Security was held, a check will be mailed to the most recent address of record for the closed accounts irrespective of whether you still have open accounts enrolled in the Class Action Recovery Service. Throughout the Class Action Recovery Service Terms and Conditions, "you", "your", and "yours" refer to the undersigned/account holder and any other actual or beneficial owner of the property in your accounts. "We", "us", "our", "ours", "the Firm," and "Raymond James" refer to Raymond James & Associates, Inc., member FINRA/SIPC, its affiliates (including but not limited to, Raymond James Financial Services, Inc., and Raymond James Financial Services Advisors, Inc.), their respective advisors, and any successors to Raymond James and its affiliates, as well as any introducing brokers, correspondents, and the independent advisers for whom Raymond James provides correspondent dealer and administrative services, as applicable.

### **General Terms and Conditions**

All of your eligible accounts will be automatically enrolled in the Class Action Recovery Service and your enrollment authorizes us to automate the class action claim process for your accounts and disclose certain account information to Broadridge to carry out this service. If you are receiving individual class action notices for your accounts by mail, omitting Fair Fund class action proof of claim forms, then your accounts are not enrolled in this service. Please note that the Class Action Recovery Service does not extend to claims related to securities in your accounts that may be eligible for settlement payments from "Fair Funds" recovered by the Securities and Exchange Commission ("SEC Fair Funds Cases"). In order for you to participate in a distribution of Fair Funds, you must submit a claim form directly to the applicable Fair Funds claim administrator.

If you are interested in enrolling any of your accounts into this service, please contact your advisor to learn if you can opt-in to the Class Action Recovery Service for any of your unenrolled accounts that are eligible. Closed accounts will not be included in the Class Action Recovery Service. Once enrolled in the Class Action Recovery Service, this authorization will remain in effect, notwithstanding your disability or death, until we are notified to discontinue this authorization by you or your authorized representative. Moreover, once enrolled, you will no longer receive individual class action notices at the case level for any class action claim involving a Class Action Security, except for proof of claim forms for any SEC Fair Funds Case.

The Class Action Recovery Service is administered by Broadridge Investor Communication Solutions, Inc. ("Broadridge"). In exchange for administering the Class Action Recovery Service, Broadridge deducts **8.25%** from any class action settlement funds received on your behalf.

Once the Class Action Recovery Service files a class action claim on your behalf, you understand that, generally, you are not permitted to separately bring a lawsuit on your own either contemporaneously or in the future against any named defendant in such particular class action lawsuit. Moreover, once the Class Action Recovery Service files a class action claim on your behalf, you hereby disclaim, waive and agree not to assert: (i) any dissenters' or similar rights under any applicable law, rule or regulation; (ii) any right to require partition or appraisal of any company that is the subject of a potential class action lawsuit or of any of said company's assets, or to cause the sale of such company's property; or (iii) any right to

maintain any action for partition or to compel any sale with respect to shares held by other shareholders, or with respect to any of said company's property.

You understand that enrollment in the Class Action Recovery Service does not guarantee that you will receive a settlement payment for any given class action lawsuit. Raymond James does not take any responsibility for the outcome of any given class action lawsuit, and you agree to indemnify and hold harmless Raymond James for all actions taken in connection with the Class Action Recovery Service. You further understand that, in the event of any recovery, the more claimants that participate in the class, the smaller the average compensation per claimant becomes.

You may cancel or opt-out of the Class Action Recovery Service for any of your accounts at any time by providing a written or verbal request to your advisor and those accounts will be excluded from the service. In our discretion, we may also unenroll your accounts out of the service or from certain claims related to Class Action Securities. If you cancel the Class Action Recovery Service for an account and later wish to re-enroll an eligible account, you will be required to agree to the terms and conditions for the Class Action Recovery Service in effect at that time. If you have cancelled or opted-out of the Class Action Recovery Service for an account or if your accounts have been unenrolled by us or are not eligible for the Class Action Recovery Service, you will continue to receive individual class action notices at the case level and will have to submit a paper-based claim form directly to the claims administrator if you want to participate in a class action lawsuit. The fee described above does not apply to claims submitted by you via a paper-based claim form if you have cancelled or opted-out of the Class Action Recovery Service or if your accounts are not eligible for the Class Action Recovery Service. You also understand that cancelling the Class Action Recovery Service after a claim has been filed on your behalf will not remove you from participation in that particular class action lawsuit and the fee described above will apply. Raymond James reserves the right to cancel the Class Action Recovery Service at any time.

If you receive a credit to your accounts of funds or securities to which you are not entitled (an "Incorrect Credit"), you agree to notify us as soon as you learn of an Incorrect Credit and you further agree, notwithstanding any representations to the contrary made by us not to remove an Incorrect Credit from your accounts, to return the full amount of any Incorrect Credit to Raymond James. If you fail to return an Incorrect Credit, Raymond James may debit an amount equal to the Incorrect Credit from your account, or any other accounts you maintain with us, and liquidate, if necessary, any of your assets held by us to satisfy your obligation to return any Incorrect Credit. If we cannot debit the amount equal to the Incorrect Credit from your account or any other accounts you maintain with us and you fail to return the full amount of the Incorrect Credit to us, you will be liable to us, not only for the full amount of the Incorrect Credit, but also for any interest and/or expenses (including attorneys' fees) associated with our recovery of the Incorrect Credit. Notwithstanding the foregoing, any IRA, CESA, qualified retirement or welfare benefit plan account or other account holding assets of a "plan" as defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (a "Retirement Account"), is not subject to a security interest, lien or right of setoff for debts owed to us in relation to your other accounts, but remains subject to legal remedies for debts and obligations owed in relation to the Retirement Account.

You understand and agree that Raymond James may, in its discretion, refuse to participate in a class action lawsuit if we determine that a class action lawsuit presents a conflict of interest. You further understand that Raymond James does not express any opinion or belief about your enrollment in the Class Action Recovery Service, which may include the filing of a claim on your behalf in a class action lawsuit wherein Raymond James was a syndicate leader or underwriter of a security held in your accounts that is impacted by said lawsuit. Some Class Action Securities could involve securities in which Raymond James was a syndicate participant or a lead underwriter, or in which Raymond James made or continues to make a market. You acknowledge that it is your responsibility to ascertain the nature of Raymond James' involvement in such Class Action Securities by calling your advisor.

In the event of any conflict or inconsistency between the definitions set forth in these Class Action Recovery Service Terms and Conditions and any other agreement between Raymond James and you, the defined terms set forth above shall govern for purposes of these terms and conditions. The existing

agreements for your accounts will be updated to include these Class Action Recovery Service Terms and Conditions.