# Terms and Conditions

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

# Responsibilities of Your Brokerage Firm and RBC Clearing & Custody

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

#### Responsibilities of Your Brokerage Firm

Your brokerage firm is exclusively responsible for:

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

#### Responsibilities of RBC C&C

RBC C&C is responsible for:

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

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

# Additional Terms and Conditions

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

## Client Acknowledgement and Agreement

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

3. If you select an Automatic Sweep Investment option, you acknowledge that you are granting affirmative consent to have free credit balances in your account included in the Cash Sweep program and have received the general terms and conditions of the products available through the Cash Sweep program, and such products and terms and conditions may be changed from time to time by RBC C&C.

## **Internet Gambling Attestation**

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

### Customer's Agreement

- 1. Verification Recording: The owner acknowledges that all information supplied by the owner will be subject to verification. The owner understands that RBC C&C may tape record telephone conversations with customers in order to verify data concerning securities transactions and hereby consents to such recording.
- 2. Disclosure of Financial Information: The owner understands in connection with this agreement an investigation may be made whereby information is obtained relative to the owner's character, general reputation, and credit worthiness, and that the owner has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of this investigation.
- 3. Representations as to Capacity to enter into Agreement: The owner, if an individual, represents that the owner is of full legal age, and unless otherwise specifically disclosed in writing herewith, represents that the owner is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or a member of any exchange or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing, either as broker or a principal, in securities, bills of exchange, acceptances or other forms of commercial paper. The owner further represents that no one except the owner has an interest in the account or accounts of the owner with RBC C&C and the owner will notify us in writing of any change.
- 4. Applicable Regulations: All transactions under this agreement shall be subject to the rules, regulations, customs and usages of the exchange or market (and its clearinghouse, if any) where executed and to all applicable Federal & State laws & regulations as currently existing and which, if modified shall supersede inconsistent provisions in the agreement. RBC C&C and your introducing firm are hereby constituted agents of the owner for the purposes of consummating all such transactions, in the state of residence or elsewhere, using our discretion as to marketplace, and RBC C&C is authorized for the account of the owner to expend such monies, and whenever necessary, to borrow and deliver such monies and/or property as may be required in respect to such transactions.
- 5. Execution of Orders: All orders given by the owner for the purchase or sale of securities or other property, which may be traded on more than one exchange or market, may be executed on any exchange or market selected by RBC C&C. It is understood that we routinely execute orders for the purchase or sale of equity securities with other broker/dealers even though said securities may be listed on an exchange. It is further understood that in connection with such executions we receive a remuneration directly from such other broker/dealers which remuneration is in addition to the commissions charged by RBC C&C to the owner.
- 6. Lien: All securities and other property whatsoever which RBC C&C may at any time be carrying for the owner (either individually or jointly with others) or which may at any time be in our possession for any purpose, including safekeeping, shall by subject to a general lien for the discharge of all obligations of the owner to RBC C&C. RBC C&C shall have the right to transfer money or securities from any of your accounts to another when in our judgment such transfer may be necessary. Notwithstanding any other provision of this agreement, no lien or security interest in favor of RBC C&C or any third party is created under the terms of this agreement in any assets held in a retirement account, such as an IRA, which arise from obligations in connection with any other account, nor is such a lien or security interest created in any non-retirement account due to obligations in connection with any retirement account. Notwithstanding any other provision of this agreement, no proceeds of any securities-based line of credit extended by an affiliate of RBC C&C and deposited into your account shall be subject to any lien or security interest in favor of RBC C&C or any third party in a manner that would violate any regulations promulgated by the Board of Governors of the Federal Reserve System.
- 7. Liquidation: Whenever RBC C&C deems it necessary for our protection, we are authorized, in our sole discretion, to close out the account in whole or in part and in connection therewith we may sell, assign and deliver all or part of the securities, option contracts, or other property, pledged hereunder, upon any exchange or market or at any public or private sale at our option, and make any necessary purchase to cover short sales or open option contract positions, all without demand for margin, advertisement, or notice of purchase or sale to the owner, or to your personal representatives (which are hereby

expressly waived), and no specific demand or notice shall invalidate this waiver. After deducting all costs and expenses of the purchase and/or sale and deliveries, including commissions and reasonable legal fees RBC C&C shall apply the residue of the proceeds to the payment of any and all liabilities of the owner to RBC C&C, and the owner shall remain liable for any deficiency. Upon any such sale, other than private sale, we may purchase the whole or part thereof free from any right of redemption. In the event of the death of the owner, the authorizations given by this paragraph shall continue to be effective and shall be effective upon the personal representatives of the owner.

- 8. Maintenance Margin Requirements: The owner is aware that RBC C&C may impose margin requirements more stringent than those required by law or regulatory bodies. The owner further acknowledges that such house requirements may be changed or modified by us from time to time without prior notice to the owner. The owner hereby agrees to comply with said house requirements in addition to all legal and regulatory requirements governing owner's account. The owner further agrees that any waiver by us or failure to promptly enforce, as to the owner's account or that of others, such house requirements shall not stop or otherwise prevent us from subsequently enforcing said requirements with regard to the owner's account.
- 9. Interest Charges: Interest on debit balances shall be charged in accordance with RBC C&C interest computation schedule under Rule 10b-16 of the Securities Exchange Act of 1934. RBC C&C may charge the owner's account with such usual and customary charges as we make to cover our services and facilities, including those for any check received by RBC C&C for the account of the owner which check is returned by the drawer's financial institution for insufficient funds. It is understood that such interest charges may exceed the permissible rate under the usury laws of the state in which the owner resides. The owner expressly waives any rights which the owner might otherwise have under such statute and specifically agrees that the permissible rate of interest which may be charged to RBC Express Credit customers under the laws of the State of Minnesota shall govern. It is understood and acknowledged that the interest charge made to the owner's account at the close of one charge period will be compounded, that is, added to the opening balance for the next charge period unless paid, thereby becoming part of the principal amount and bearing like interest.
- 10. Payment of Indebtedness Upon Demand: The owner undertakes upon demand, to discharge the owner's obligations to RBC C&C, or, in the event of a closing of any account of owner in whole or in part by RBC C&C or the owner, to pay the deficiency, if any, and the owner agrees to reimburse us for any costs or expenses incurred in collecting such amounts, including reasonable attorney's fees.
- 11. Presumption of Receipt of Communications: Communications may be sent to the owner at the address indicated in our records from time to time, and all communications so sent, whether by mail, telegraph, messenger or otherwise shall be deemed given to the owner personally, whether actually received or not. Reports of the execution of orders and statements for the accounts of the owner shall be conclusive if not objected to in writing at once.
- **12. Extraordinary Events:** RBC C&C shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control.
- 13. Governing Law: Obligations continuous: This agreement shall be governed by the laws of the State of Minnesota, exclusive of that state's choice-of-law provisions. The provisions of this agreement shall be continuous and cover individually and collectively all accounts which the owner may open or reopen with RBC C&C and shall inure to the benefit of RBC C&C, our successors and assigns and shall be binding upon the owner and/or the estate, executors, administrators and assigns of the owner.
- 14. Joint and Several Liability: If the owner consists of more than one individual, each such individual grants the authority to all other such individuals to take action, individually, with respect to the account and each such individual shall be jointly and severally liable for any such action.
- 15. Amendment; Termination of Account: RBC CM may in its sole discretion prohibit or restrict trading of securities or substitution of securities in any of your accounts. RBC CM has the right to terminate any of my accounts (including multiple owner accounts) at any time by notice to you or your Financial Professional. The provisions of this agreement shall survive the termination of any of your accounts.

RBC CM may modify the terms of this agreement at any time upon prior written notice to you. By continuing to accept services from RBC CM thereafter, you will have indicated your acceptance of any such modification. If you do not accept such modification, you must notify RBC CM in writing; your account(s) may then be terminated by RBC CM, after which you will remain liable to RBC CM for all outstanding obligations. You may close any of your accounts at any time by giving RBC CM written notice, provided that RBC CM receives all securities and/or other property for which your account(s) are short and you have satisfied all of your obligations that you owe to RBC CM for any reason.

On termination of this agreement or closure of your account(s), it will be your responsibility to issue instructions in writing with regard to the assets held in your account(s). Unless and until RBC CM receives such instructions, it will be under no obligation to take any action with regard to your assets. You are responsible for any transaction costs associated with your instructions, including commissions and related costs.

- **16. Headings:** The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
- 17. Important information about procedures for opening a new account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. For Entity accounts, RBC CM may obtain, verify, and record information that identifies beneficial owners and control persons. What this means to the account owner: When an account is opened, we may ask for the account owner's name, address, date of birth and driver's license or other identifying documents that will allow us to verify the account owner's identity. We verify this information using third party resources. If we are unable to verify your identity using these resources or you are new to the firm, we may contact you for additional information or request a copy of an identification document such as a driver's license or passport.
- **18. RBC CM, Mutual Funds and Their Affiliates:** You may be able to purchase certain mutual funds more cheaply if you execute the purchase directly with the mutual fund company provided that the mutual fund firm accepts accounts from individual investors. This includes, but is not limited to certain retirement plan rollover investments that may be made at net asset value under prescribed conditions that include establishing an account directly with the mutual fund company and the nature of your plan assets at the time of rollover.

For more information, please see the "Mutual Fund Overview" and "Mutual Fund & ETF Arrangements" on our public website at <a href="www.rbcclearingandcustody.com/disclosures">www.rbcclearingandcustody.com/disclosures</a> for a list of the mutual fund companies and their affiliates making asset- and/or sales-based financial payments, or payments based on number of Accounts to RBC CM.

#### **Indemnifications**

I agree to indemnify and hold harmless RBC CM, its affiliates, divisions and their directors, officers, agents and employees from and against all claims, actions, losses, costs and liabilities, including attorney's fees, arising out of or relating to their reliance on Trading, Withdrawal and Fee Payment Authorizations, and their reliance and execution of the Investment Advisor's or Money Manager's instructions.

## **Applicable Law and Regulations**

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

#### **Partial Unenforceability**

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

## Order Routing Policies and Payment for Order Flow

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

For information with respect to RBC C&C's handling of customer orders see "SEC Order Handling Disclosures" at <a href="https://www.rbcclearingandcustody.com/disclosures">www.rbcclearingandcustody.com/disclosures</a>. Should you desire a written copy of this information, contact your financial professional. Please see the "Order Routing Policies and Payment for Order Flow Disclosure" included in the "Customer Account Agreement & Disclosures" booklet and published under "SEC Order Handling Disclosures" on our public website at <a href="https://www.rbcclearingandcustody.com/disclosures">www.rbcclearingandcustody.com/disclosures</a>.

#### Extreme Market Conditions Disclosure

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

### **Trading Outside of Market Hours**

Trading outside of normal market hours encompasses risks that may not be present during normal market hours. To the extent that I, my Investment Advisor or Money Manager place an order with RBC CM for execution outside of normal market hours, I recognize and accept those risks. Please see the "Extended Hours Trading Risk Disclosure" included in the Customer Account Agreement & Disclosures booklet and published under "Extended Hours Trading Risk Disclosure" on our public website at <a href="https://www.rbcclearingandcustody.com/disclosure">www.rbcclearingandcustody.com/disclosure</a>s for details. A printed copy of this disclosure may be requested from my financial professional.

#### **Binding Upon Successors**

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

## **Protecting Your Assets**

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

## Partial Redemption of Callable Securities

Securities with call features may be called in whole or in part. Please see the "Partial Redemption of Callable Securities Disclosure" included in the Client Account Agreement & Disclosures booklet and published under "Partial Redemption of Callable Securities" on our public website at <a href="https://www.rbcclearingandcustody.com/disclosures">www.rbcclearingandcustody.com/disclosures</a> for information that describes the partial redemption procedures established at RBC C&C and the firm's lottery procedures for callable securities. A printed copy of these procedures may be requested from your financial professional.

## **Important Notice Regarding Securities Lending**

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

#### Substitute Payments

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

## Automatic Sweep Investment (also known as a "Cash Sweep")

By selecting an Automatic Sweep Investment option on your account opening documents or providing specific authorization to your financial professional, you acknowledge that you are granting affirmative consent to have free credit balances in your account included in the Cash Sweep program and have received the general terms and conditions of the products available through the Cash Sweep program, and such products and terms and conditions may be changed from time to time by RBC CM. Your selection of an Automatic Sweep Investment option is a specific authorization for RBC CM to invest or transfer free credit balances in your account according to the general terms and conditions of the products available under the Cash Sweep program. RBC CM may change your Automatic Sweep Investment option, including changes between money market funds and FDIC insured products, upon appropriate notice to you and in accordance with applicable regulations.

Subject to availability of funds, all accounts will sweep on a daily basis, regardless of the dollar amount in cash balances.

The Automatic Sweep Investment options available through RBC CM are subject to eligibility restrictions based on type of account and/or minimum investment amounts. There are different Automatic Sweep Investment Options available for different types of accounts. Automatic Sweep Investment options include the RBC Insured Deposits Program, a money market fund managed by RBC Global Asset Management (U.S.) Inc., an affiliate of RBC CM, certain Federated money market funds, and RBC CM's Credit Interest Program ("CIP"). CIP is a cash investment alternative whereby the interest rate is established by RBC CM based on prevailing market conditions and is subject to change periodically. For a list of Automatic Sweep Investment Options available for each account type, and any minimum investment amounts, please see the "Cash Sweep Program Overview" on our public website at www. rbcclearingandcustody.com/disclosures.

The Federated Money Market Fund is available as a primary sweep investment for eligible account types. The Federated Money Market Fund Federated Investment Management Company is the Investment Adviser for Federated Hermes Funds and is not affiliated with RBC CM. Information regarding the current yield for the Federated Money Market Fund is available by contacting your Financial Professional. Yields on the Federated Money Market Fund may be more or less than the interest rates offered on other sweep investment options. See the "Cash Sweep Program Overview" on our public website at www. rbcclearingandcustody.com/disclsoures for more information on yields and eligibility. You may access the most recent Federated Hermes Treasury Obligations Money Market Fund prospectus by contacting your Financial Professional.

The RBC BlueBay U.S. Government Money Market Fund is available as a primary sweep investment for eligible account types. The RBC BlueBay U.S. Government Money Market Fund is managed by RBC Global Asset Management (U.S.) Inc. ("RBC GAM-U.S."), an affiliate of RBC CM. For amounts invested in shares of the RBC BlueBay U.S. Government Money Market Fund, RBC GAM-U.S. will receive fees for managing and servicing the fund (including management and other fees). RBC GAM-U.S. will also pay RBC CM 12b-1 fees. Mutual funds pay RBC CM fees for the distribution and servicing of their shares (also called "12b-1 fees") which are used to finance distribution activities intended primarily to result in the sale of additional fund shares. Information regarding the current yield for the RBC BlueBay U.S. Government Money Market Fund is available at www.rbcgam. com, or by contacting your Financial Professional. See the "Cash Sweep Program Overview" on our public website at www.rbcclearingandcustody.com/disclosures for more information on yields and eligibility.

An available cash balance may be created in your account through various methods. Examples include a deposit of funds, dividend and interest payments, or the sale of a security. Accounts that are established solely for execution purposes such as delivery versus payment (known as DVP) and receive versus payment (known as RVP) do not have an Automatic Sweep Investment feature.

On checks deposited into an account, there is a two business day hold on the investment or deposit in the designated Automatic Sweep Investment.

You may change your choice of Automatic Sweep Investment from time-to-time upon notification and acceptance by RBC CM. If you fail to select an Automatic Sweep Investment option and the account is a retirement account that is participating in the RBC CM investment advisory program, your Automatic Sweep Investment option will be assigned as explained in the Advisory Program Terms and Conditions.

Dividends and interest (and capital gains or losses) are accrued daily starting on the date of investment or deposit into the Automatic Sweep Investment through the business day prior to the date of withdrawal or redemption from the Automatic Sweep Investment. For money market fund sweep options, dividends (and capital gains and losses) are made payable into your account in cash for systematic disbursement, or reinvested into the designated Automatic Sweep Investment, on the last business day of the month. For CIP, interest is made payable into the account in cash on the fourth to last business day of the month. You may elect to automatically distribute accrued dividends, interest, capital gains, and return on capital payments from your Account on a recurring basis. RBC CM invests and uses such cash balances as free credit from the date of deposit until the funds are distributed from your Account, which is a benefit to us. You do not earn interest on free credit cash balances. Additional information regarding RBC's use of free credit cash balances is located in the Credit Interest Program section below.

Investors in each Automatic Sweep Investment option indirectly pay a proportionate share of the expenses related to the management of that particular cash investment option. More specifically, investors in the money market funds managed by RBC Global Asset Management (U.S.) Inc., indirectly pay a proportionate share of each Fund's investment management fees payable to RBC Global Asset Management (U.S.) Inc., an affiliate of RBC CM.

It is your responsibility to monitor your Automatic Sweep Investment option. The return on the Automatic Sweep Investment option, as well as your personal financial circumstances, may change over time. And, depending on your circumstances, it may be in your best interest to change your Automatic Sweep Investment option or invest cash balances in products offered outside of the Automatic Sweep Investment program that are consistent with your investment objectives and risk tolerance. These may offer a higher dividend yield or interest with a greater or lesser expense ratio. For additional details regarding the Automatic Sweep Investment options and other investment options, you should consult with your financial professional and/or review offering documentation such as a prospectus for a particular investment option.

RBC CM does not have any duty to monitor your Automatic Sweep Investment option for your account or make recommendations about, or changes to, the Automatic Sweep Investment program that might be beneficial to you.

Credit Interest Program ("CIP") represents our direct obligation to repay the invested amount, on demand, plus interest. We invest CIP assets and periodically adjust the interest rate payable on CIP accounts. The spread between interest earned by us from our investments and the rate paid to CIP account holders may be favorable to us. You agree that any deposit of funds into CIP is with the intention of ultimately investing such funds in securities, and not as a long-term, interest-bearing investment. You acknowledge that CIP has not caused you to refrain from depositing these funds in a bank or retirement account or from purchasing from a bank any debt instrument. You understand that under applicable federal securities laws and the rules of the New York Stock Exchange, Inc., free credit balances may not be maintained in your account solely for the purpose of earning interest. In order to ensure that you are protected at all times, you must notify your financial professional promptly if any of your funds in CIP are no longer being held for the purpose of purchasing securities. RBC CM assumes no responsibility for any cash balances not protected by SIPC if such cash is held for a purpose other than the purchase of securities.

You also understand that RBC CM may discontinue or change its policies and procedures with respect to CIP at any time and that RBC CM is not contractually or otherwise obligated to pay interest on funds held in CIP.

### RBC Dedicated Cash Management Account ("DCMA")

A DCMA at RBC CM is a brokerage account in which you can separately manage your operating cash. In a DCMA, you can utilize money movement services including, but may not be limited to, VISA® Debit Cards, Checks, ACH Transactions, bill payment services, etc.; you cannot trade or hold securities in a DCMA. You are required to have at least one other non-DCMA account at RBC CM to have a DCMA. There is no fee for having a DCMA.

## **Order Aggregation**

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

#### Non-Transferable Securities

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

#### No Tax or Legal Advice

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

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

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

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

If you have questions, please contact your financial professional.

## **Returned Correspondence**

If correspondence to a client is returned to RBC CM as undeliverable or RBC CM is otherwise unable to locate a client, RBC CM may, but is not required to, terminate all standing instructions for the client's account, including transfers of securities or cash in or out, good until cancelled orders, and automatic investment elections (including any dividend reinvestment plans and periodic purchases and sales of mutual funds). RBC CM will not be required to take any action with regard to the account or any property in the account, including participating in any voluntary reorganizations or other offerings made by issuers of securities in the account. Any fees applicable to the account, including account maintenance fees, will continue to be charged against existing assets in the account.

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

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

If you would like to continue receiving separate shareholder documents, you must notify us within 60 days of the date of this mailing by calling 1-800-933-9946. Failure to notify us within 60 days implies your consent to this change. Your consent will remain until such time as you revoke it. You may revoke your consent at any time by calling 1-800-933-9946. We will begin sending separate shareholder documents to you within 30 days of the date when you revoke your consent. In addition, where two or more clients share the same address, we may consolidate some or all of the account statements, summaries, and other account documents for such client accounts in the same envelope. This practice is known as "householding." Accounts may be added to or excluded from householding as clients move to or from the address to which the household account statements were sent. Additionally, the individual selected to receive the household account statements may also change over time. If you wish to opt out of householding and receive statements for each account in separate envelopes, please contact your financial professional listed on the account statement.

#### **Foreign Securities and Currencies**

#### **Foreign Currency Accounts**

The provisions of this Section shall apply to any account which will hold a currency denominated in any currency other than United States Dollars (USD) (each such currency referred to as a "Foreign Currency" and each such account referred to as a "Foreign Currency Account"). Each Foreign Currency Account shall be established, and the Foreign Currency or Foreign Currencies to use in any specific transaction shall be determined by me. Whether made in cash, by wire transfer or by other means, any withdrawal, payment or transfer from any Foreign Currency Account will be made in the Foreign Currency designated by me for such transaction, and the Foreign Currency Account shall be debited in such Foreign Currency, including any applicable fees, as a result of any such withdrawal, payment or transfer. Notwithstanding any other provisions of this agreement, no withdrawal, payment or transfer from any Foreign Currency Account may be made by means of a check drawn against such account.

I understand should RBC CM accept any instructions given by me or any authorized party for your Foreign Currency Account in a currency other than USD, I must either have a Foreign Currency Account containing the specified Foreign Currency with a sufficient balance or RBC CM shall proceed to debit your Foreign Currency Account for the USD equivalent of the amount of Foreign Currency to be paid at the RBC CM prevailing rate of exchange, whether such exchange is from USD or a different Foreign Currency. I further agree that the actual execution of the instructions may be reasonably delayed by you or subject to the timing required for settlement of the foreign exchange transaction (or both), as appropriate, in order to complete the conversion of currency, if necessary, and you shall not be liable to me or any other party for any costs, expenses, interest or claims arising from such delays, including any interest on amounts to be transferred pursuant to such Instructions. Such

timing can vary depending on the currency involved, time zones, local processing turnaround and other factors. The profit or loss in the currency conversion of any foreign trade will be affected by fluctuations in currency rates where there is a need to convert from one currency to another. I further understand and agree that you shall have the right to convert foreign currency or foreign securities to USD in order to satisfy any obligation I may have outstanding (e.g. margin calls, foreign tax withholding, etc.) with you at the RBC CM prevailing rate of exchange. The foreign currency conversion rate that appears on your trade confirmation includes your spread-based revenue ("spread") for performing this function, in addition to any commissions or fees related to the foreign trade or your Account. Spread is the difference between the rate you obtain and the rate I receive. The foreign currency conversion rate and your spread will depend on market fluctuations as well as the amount, date and type of foreign currency transaction. In performing foreign currency transactions, I understand you may act as agent or principal. You may, at your discretion, reject a foreign currency transaction request. You convert foreign currencies on the day you carry out your foreign trade.

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

Foreign Currency that I deposit or maintain in a Foreign Currency Account will be on deposit at an unaffiliated bank. I understand that Foreign Currency is not eligible for FDIC coverage nor any equivalent of such protection under the laws of any foreign jurisdiction. Balances maintained in your Foreign Currency Account with the intent to purchase securities may earn interest at current rates then afforded to similar deposit accounts at the bank at which your Foreign Currency is deposited. Foreign securities and foreign cash held with the intent to purchase securities are eligible for SIPC coverage.

Foreign Currency transactions or investments in Foreign Currency are ineligible for SIPC protection. Foreign Currency will not automatically invest under an Automatic Sweep Investment option/Cash Sweep program.

#### **Risk Related to Foreign Securities**

There are a number of different risks associated with foreign securities; including but not limited to country risk (political, social, and/or economic instability), native governmental, regulatory and taxation rules that differ from U.S. regulatory requirements or may be at odds with your stated investment objectives and/or currency risk. Before investing in any foreign security, I will become knowledgeable about that country's political, social and economic conditions, as well as its tax laws and securities regulations and consider such factors in connection with all investment decisions.

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

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

You acknowledge that, if your account contains securities issued by a non-U.S. issuer, RBC C&C is not obligated to distribute issuer communications to you unless we specifically agree to do so or if it is required by U.S. laws, rules, and regulations applicable to RBC C&C. You consent to RBC C&C sharing personal information about you to the extent it is required by applicable non-U.S. laws. Specifically, but without limitation, Directive (EU) 2017/828 and the related Commission Implementing Regulation (EU) 2018/36/EC and national laws implementing those requirements (together, "SRD II") allows a company with a registered office in the European Union (each, a "European Company") which is admitted to trading on an European Union regulated market (each, an "EU Security") to request certain information about you from RBC C&C including

your name, address, electronic mail address (if available), and your holdings of the EU Security issued by such European Company. You consent to RBC C&C disclosing such information about you in response to such a request from the issuer of that EU Security, regardless of whether or not you meet the ownership threshold applicable under SRD II. In so responding, RBC C&C may respond directly to the applicable European Company or to intermediaries through which we receive such requests, in accordance with SRD II. RBC C&C may provide such information even if you object to us providing information about you to companies whose securities RBC C&C hold for your account under SEC Rule 14B-1(c), if you object to other disclosure or use of your personal information as described in the Privacy Notice, or if you've objected to any such disclosure under other applicable laws, rules, or regulations.

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

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

#### **Foreign Tax Reclaims**

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

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