



Account Number \_\_\_\_\_

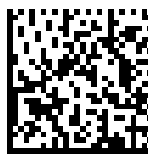
FA/Rep ID \_\_\_\_\_ Alternate Branch \_\_\_\_\_

**ENTITY CLIENT ACCOUNT INFORMATION**

Account Type \_\_\_\_\_

 New  Update

<b>ACCOUNT OWNERSHIP INFORMATION</b>			
Name and Address on Account		Legal Structure	EIN
		Business Phone	Alternate Phone
<b>ENTITY CONTACT</b>			
Name and Address		Employer Name and Address	
SSN	Date of Birth	Citizenship (Y/N) and Country	Occupation
Marital Status	Number of Dependents	Annual Income	Net Worth
Business Phone	Cell Phone	Liquid Net Worth	Tax Bracket
Alternate Phone	Fax	Email	
Primary ID Type		Primary ID Document	
Is either party or an immediate family member affiliated with or employed by another Broker/Dealer member firm? If yes, indicate the firm and position. (Proper authorization must be obtained from the member firm.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is either party or an immediate family member any of the following: director, shareholder with 10% or more of the stock, or a policy-making executive officer of a publicly traded company? If yes, indicate company and position.			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>ADDITIONAL ENTITY CLIENT INFORMATION</b>			
Is client related to an employee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate employee name and relationship.		Source of Client	
Is client in a control position? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate company and position.		Referral Name	
<b>FINANCIAL INFORMATION</b>			
If any information is inaccurate, please correct and initial your changes before returning.			
<b>Gross Annual Revenue</b>		<b>Total Assets</b>	
<input type="checkbox"/> Less than \$100,000	<input type="checkbox"/> \$1,000,000 – 9,999,999	<input type="checkbox"/> Less than \$100,000	<input type="checkbox"/> \$1,000,000 – 49,999,999
<input type="checkbox"/> \$100,000 – 499,999	<input type="checkbox"/> \$10,000,000 – 999,999,999	<input type="checkbox"/> \$100,000 – 499,999	<input type="checkbox"/> \$50,000,000 – 999,999,999
<input type="checkbox"/> \$500,000 – 999,999	<input type="checkbox"/> \$1,000,000,000+	<input type="checkbox"/> \$500,000 – 999,999	<input type="checkbox"/> \$1,000,000,000+
<b>Assets Invested</b>			
<input type="checkbox"/> Less than \$100,000	<input type="checkbox"/> \$1,000,000 – 9,999,999		
<input type="checkbox"/> \$100,000 – 499,999	<input type="checkbox"/> \$10,000,000 – 999,999,999		
<input type="checkbox"/> \$500,000 – 999,999	<input type="checkbox"/> \$1,000,000,000 +		



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**ENTITY CLIENT ACCOUNT INFORMATION****ACCOUNT INFORMATION****Investment Objective** (choose one)

- Preservation of Principal/Income** – Focus is on preserving principal and generating current income.
- Balanced Growth** – Focus is on generating current income and/or long-term capital growth.
- Growth** – Focus is on generating long-term capital growth.
- Aggressive Growth/Aggressive Income** – Focus is on generating growth and/or income at greater than market rates.
- Speculation** – Focus is on generating maximum possible returns.

**Risk Tolerance.** Please indicate your risk tolerance specific to the investments in this account.

- I am willing to accept **minimal risk**, even if that means my investment does not generate significant income or returns and may not keep pace with inflation.
- I am willing to accept **low risk**, including low volatility, and understand I could lose a modest amount of my investment.
- I am willing to accept **moderate risk**, including some volatility, to seek higher returns and understand I could lose a portion of my investment.
- I am willing to accept **high risk**, including high volatility, and understand I could lose a substantial amount of my investment.
- I am willing to accept **maximum risk** and understand I could lose all of my investment.

**Investment Decision Making.** How involved are you in making your investment decisions?

- I make my own investment decisions and/or consult with someone other than my Financial Advisor.
- I discuss investment decisions with my Financial Advisor, but I also consult other sources of financial information and/or discuss with other parties.
- I rely on the guidance of my Financial Advisor most of the time.
- I follow the recommendations of my Financial Advisor all of the time.
- This is my first investment account other than my employer sponsored retirement program.

**Liquidity Needs.** On an annual basis, what are your expected withdrawal needs from this account?

- Less than \$10,000                       \$100,000 to \$499,999                       \$1,000,000 to \$2,499,999
- \$10,000 to \$99,999                       \$500,000 to \$999,999                       \$2,500,000 +

**Investment Time Horizon.** When do you expect to cease accumulating assets in this account, and begin withdrawing significantly from the principal?

- Less than 1 year                       4 to 6 years                       9 to 11 years
- 1 to 3 years                       7 to 8 years                       12 years or more

**Investment Experience.** Please check the products/strategies that best reflect your investment experience to date.

- None       Bonds       Options       Margin       Active Short-Term Trading       Inverse/Leveraged Products
- Stocks       Mutual Funds       Annuities       Futures       Exchange Traded Funds       Alternative Investments

Trading Authorization on File?     Yes     NoInitial Order Solicited     Yes     No

Agent Name and Address

Transaction

Security Name

Relationship to Client

Agent SSN

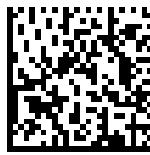
Quantity

Reason for Authority

Cash Sweep Selection

**Agent Investment Experience.** Please check the products/strategies that best reflect your investment experience to date.

- None       Bonds       Options       Margin       Active Short-Term Trading       Inverse/Leveraged Products
- Stocks       Mutual Funds       Annuities       Futures       Exchange Traded Funds       Alternative Investments



Account Number \_\_\_\_\_

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**ENTITY CLIENT ACCOUNT INFORMATION**

**ACCOUNT INFORMATION (CONTINUED)**

Standing Instructions	Special Handling Instructions
Buy Instructions	<input type="checkbox"/> Confirmations <input type="checkbox"/> Statements <input type="checkbox"/> Tax Documents
Sell Instructions	Name and Address
Dividend Instructions	

**CLIENT ADDRESS OF BUSINESS**

Street	Apartment/Suite
City, State/Province, Postal Code	
Country (if not United States)	

**CLIENT ACKNOWLEDGEMENT AND AGREEMENT**

1. I confirm that I am at least 18 years of age and of full legal age in my state of residence, and I have the legal authority to bind the entity named herein.
2. On behalf of the entity, I acknowledge that I have received the Customer’s Agreement and agree to abide by its terms as currently in effect or as they may be amended from time to time. If this account is a retirement plan using RBC Correspondent Services (“RBC CS”), a division of RBC Capital Markets, LLC, Member NYSE/FINRA/SIPC, plan documents, I acknowledge I have received, on behalf of the entity, the applicable plan disclosure document(s).
3. If I select an Automatic Sweep Investment option, I acknowledge that I am granting affirmative consent to have free credit balances in my 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 CS.
4. **I understand that this account is being governed by the predispute arbitration provision in Section 14 of the Customer’s Agreement on page 5 of this document.**

**SIGNATURES**

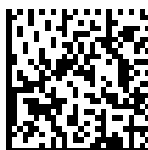
**By signing below, I certify that the information provided on this form is true, correct and complete.**

Entity Authorized Signature	Date	Print Name
Entity Authorized Signature	Date	Print Name
Entity Authorized Signature	Date	Print Name
Entity Authorized Signature	Date	Print Name
Financial Advisor Signature	Date	Approved by: Authorized Firm Signature <span style="float: right;">Date</span>

**INTERNET GAMBLING ATTESTATION (REQUIRED FOR ALL ENTITY ACCOUNTS)**

If I am signing on behalf of an entity, I 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.

<p>Signature _____ Date _____</p>
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**ENTITY CLIENT ACCOUNT INFORMATION**

**DISCLOSURE OF ACCOUNT INFORMATION**

Under Securities and Exchange Commission Rule 14B-1(c), we will be obligated to provide your name, address and securities positions to each requesting company whose securities we hold for your account unless you object to such disclosure. The Rule prohibits companies from using any information so obtained for any purpose other than communication with you.

If you object to the disclosure of your name, address and securities positions, you must initial here:

\_\_\_\_\_

Initials	Date
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**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.

**CUSTOMER’S AGREEMENT**

As used in sections 1 to 19 below, the term “you” or “RBC CM” refers to RBC Correspondent Services, a division of RBC Capital Markets, LLC and the term “owner” refers to the account owner. In consideration of your acting as clearing broker for the owner, and by acceptance of any of your clearing, execution, custody or other brokerage related services, the owner agrees with respect to all transactions, accounts, options or securities, and whether upon RBC Express Credit or cash as follows:

1. Verification Recording: The owner acknowledges that all information supplied by the owner will be subject to verification. The owner understands that you 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 you and the owner will notify you 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. You and your correspondents are hereby constituted agents of the owner for the purposes of consummating all such transactions, in the state of residence or elsewhere, using your discretion as to marketplace, and you are 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 you. It is understood that you 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 you receive a remuneration directly from such other broker/dealers which remuneration is in addition to the commissions charged by you to the owner.
6. Lien: All securities and other property whatsoever which you may at any time be carrying for the owner (either individually or jointly with others) or which may at any time be in your possession for any purpose, including safekeeping, shall be subject to a general lien for the discharge of all obligations of the owner to you. You shall have the right to transfer money or securities from any of my accounts to another when in your judgment such transfer may be necessary.
7. Liquidation: Whenever you deem it necessary for your protection, you are authorized, in your sole discretion, to close out the account in whole or in part and in connection therewith you 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 your 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 his 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 you shall apply the residue of the proceeds to the payment of any and all liabilities of the owner to you, and the owner shall remain liable for any deficiency. Upon any such sale, other than private sale, you 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.



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## ENTITY CLIENT ACCOUNT INFORMATION

### CUSTOMER'S AGREEMENT CONTINUED

8. Maintenance Margin Requirements: The owner is aware that you 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 you 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 you or failure to promptly enforce, as to the owner's account or that of others, such house requirements shall not stop or otherwise prevent you 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 your interest computation schedule under Rule 10b-16 of the Securities Exchange Act of 1934. You may charge the owner's account with such usual and customary charges as you make to cover your services and facilities, including those for any check received by you 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 you, or, in the event of a closing of any account of owner in whole or in part by you or the owner, to pay the deficiency, if any, and the owner agrees to reimburse you 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 your 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: You 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 your control.

13. **ARBITRATION DISCLOSURE: This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THE AGREEMENT.

14. **ARBITRATION. I AGREE THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN ME, MY INTRODUCING BROKER AND / OR RBC CM, OR ANY OF MY INTRODUCING BROKER'S OR RBC CM'S AFFILIATES, EMPLOYEES OR AGENTS, CONCERNING ANY TRANSACTION(S), OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN ME, MY INTRODUCING BROKER AND/OR RBC CM PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE LAWS OF THE STATE OF MINNESOTA BEFORE AN ARBITRATION PANEL APPOINTED BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA") AND IN ACCORDANCE WITH THE RULES OF FINRA. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION THEREOF. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS ACTION WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION, UNTIL: (A) THE CLASS CERTIFICATION IS DENIED; OR (B) THE CLASS IS DECERTIFIED; OR (C) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE THE AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**



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## ENTITY CLIENT ACCOUNT INFORMATION

### CUSTOMER'S AGREEMENT CONTINUED

15. **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 you and shall inure to the benefit of yourselves, your successors and assigns and shall be binding upon the owner and/or the estate, executors, administrators and assigns of the owner.
16. **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.
17. **Modifications and Amendments to Agreement:** Except as herein otherwise provided, no provision of this Agreement may be amended, modified or waived unless in writing, signed by a duly authorized officer of your corporation.
18. **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.
19. **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. What this means to you: When you open an account, we may ask for your name, address, date of birth and driver's license or other identifying documents that will allow us to verify your identity.

### PAYMENT FOR ORDER FLOW AND ROUTING OF CUSTOMER ORDER DISCLOSURE STATEMENT

#### Policy Regarding Receipt of Payment for Order Flow

Upon the receipt of an order from your brokerage firm, RBC Correspondent Services ("RBC CS"), a division of RBC Capital Markets, LLC ("RBC CM"), RBC CS may depending on the security involved and/or the size of the order, route the order for execution to RBC CM, another broker-dealer that is a market maker in that security or execute the order through a primary exchange. RBC CS assesses the quality of the markets to which it routes order flow. Our primary objective is to obtain the best execution of orders, regardless of any compensation factor.

RBC CS has established order routing arrangements with certain exchanges, broker-dealers and/or other market centers (collectively, "market centers") in equity securities and options. These arrangements have been entered into with a view toward the perceived execution quality provided by these market centers, evaluated on the basis of price improvement performance, liquidity enhancement and speed of execution. RBC CS regularly assesses the execution performance of the market centers to which it routes order flow, as well as competing market centers.

All client orders that are subject to these order routing arrangements are sent to market centers that are subject to the principles of best execution. Each of these market centers provides the opportunity for execution of these orders at prices better than the national best bid or offer\* ("NBBO") when the spread between the best bid and best offer price is greater than the minimum variation. Several of these market participants offer RBC CS automated routing and execution services that provide advantages to smaller client orders in terms of speed and certainty of execution.

RBC CS receives payment in the form of cash, rebates and/or credits against fees in return for routing client orders in equity and option securities pursuant to these order routing arrangements. Any remuneration that RBC CS receives for directing orders to any market center reduces the firm's execution costs and will not accrue to your account. For both equities and options, RBC CS may benefit from its order routing arrangements by receiving favorable adjustments of trade errors from the market centers to which it routes orders.

In addition to RBC CS, RBC Capital Markets, LLC operates an RBC Capital Markets division ("RBC Capital Markets") which acts as a market maker in certain equity securities and Exchange Traded Funds (ETFs). In handling your orders, RBC CM utilizes a "No Knowledge" exception from a FINRA order protection regulation that permits RBC Capital Markets to trade for its market making account at prices that would satisfy an order that you place with RBC CS without executing your order. The availability of this exception is based upon the persons responsible for execution of orders for RBC Capital Markets market making account being unaware of the order(s) that may have been eligible for execution at the price at which RBC Capital Markets market making account traded.

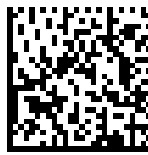
RBC CS submits orders for execution to other market participants with which the firm has established the order routing arrangements described above. If RBC CS determines the best destination for your order is RBC CM, please be advised RBC CM may utilize a "Large Orders and Institutional Account" exception for orders of 10,000 shares or more or \$100,000 in value that permits RBC Capital Markets to trade for its market making account at prices that would satisfy an order that you place with RBC CS without necessarily executing your order. Information with respect to RBC CS' handling of customer orders is available by visiting <http://external.s3.com/rule606/rbcwm/correspondentsvcs/> and selecting 606-RBC DCSD for the appropriate year and quarter you wish to review. Historical order handling information prior to Q1 2016 can be found at <https://private.tagaudit.com/do/display?page=Rule606::Report::Public> and selecting "RBC Correspondent Services, a division of RBC Capital Markets" from the menu. Should you desire a written copy of this information, contact your financial advisor.

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 CS during the six months preceding your request. Specifically, RBC CS will disclose where your order was routed for execution, the time(s) of any execution(s) resulting from your order, or, alternatively, whether it was executed principally by RBC Capital Markets. While SEC rules require disclosure of whether an order was routed to a particular market center at your request, RBC CS has a policy against accepting such directed orders.

Although odd-lot volume is reported to the consolidated tape and included in the daily reported volume, such transactions are not included in the calculation of the closing price for a security, nor are they reflected in the daily high or low price of a security. Odd-lot transactions also do not trigger a Limit Up/Limit Down state, a single stock circuit breaker or any other condition that may lead to a trading halt, nor will the execution of an odd-lot trigger any stop order you may have placed with RBC CS.

Your brokerage firm may choose to execute trades away from RBC CS. It is your brokerage firm's responsibility to disclose any payment it receives for order flow it directs to anyone other than RBC CS. It is also your brokerage firm's responsibility to assess the quality of the market for trades executed away from RBC CS.

\* The national best bid or offer (NBBO) is the best published bid or the best published offer price in a marketplace or electronic communications network for the purchase or sale, respectively of a security at the time an order is presented for execution.



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## ENTITY CLIENT ACCOUNT INFORMATION

### BUSINESS CONTINUITY STATEMENT

RBC Capital Markets, LLC (the "Firm") is committed to protecting our employees, clients and their assets at all times, including in times of emergency. As part of this commitment, and in compliance with the internal Enterprise Business Continuity Management policy and industry regulations (FINRA, NFA, et al), the Firm maintains a business continuity plan (the "Plan").

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

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

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

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

The Firm continuously tests throughout the year to improve the Plan and provide the best possible recovery solution to the Firm and its clients. Because the Firm's plan contains details of a confidential and proprietary nature it is not distributed to the public. The Plan is subject to modifications and any material changes to the statement above will be promptly posted on the Firm's websites as required by applicable law. Hard copies of this disclosure document can be obtained upon contacting your Financial Advisor.

### RESPONSIBILITIES OF YOUR BROKERAGE FIRM AND CLEARING FIRM

Dear Clearing Customer:

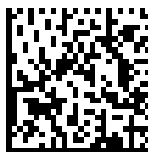
This is to inform you that your brokerage firm has entered into an agreement with RBC Correspondent Services, a division of RBC Capital Markets, LLC ("Clearing Firm") for certain transaction processing, clearing, custodial and financing functions with respect to your securities account. This agreement allocates certain responsibilities and the performance of various functions with respect to your account between your brokerage firm and the Clearing Firm. 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. The Clearing Firm does not have any supervisory authority or responsibility, under the agreement or otherwise, with respect to the activities of your brokerage firm.

Moreover, unless the Clearing Firm 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 advisor (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 the Clearing Firm for the execution of transactions for your account.
5. Obtaining and providing to the Clearing Firm all data necessary for the proper performance of any functions allocated to the Clearing Firm 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 the Clearing Firm of any complaint made with respect to the services provided by or functions allocated to the Clearing Firm.
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.



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## ENTITY CLIENT ACCOUNT INFORMATION

### RESPONSIBILITIES OF YOUR BROKERAGE FIRM AND CLEARING FIRM CONTINUED

#### Responsibilities of the Clearing Firm

The Clearing Firm 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 the Clearing Firm. 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 the Clearing Firm receives from you prior written notice to the contrary, the Clearing Firm 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. The Clearing Firm will not execute any order received directly from you. If your brokerage firm gives specific instructions with respect to the routing of your orders, the Clearing Firm will follow those instructions. If your brokerage firm does not give specific instructions with respect to the routing of your orders, the Clearing Firm 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 the Clearing Firm 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 the Clearing Firm 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 the Clearing Firm.
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 the Clearing Firm, 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 advisor about the functions allocated between your brokerage firm and the Clearing Firm. If, however, you have questions concerning those areas for which the Clearing Firm is responsible which your financial advisor cannot answer, please feel free to contact us as follows:

Correspondent Relations @ 612-371-7830

Sincerely,

#### **RBC Correspondent Services**

A Division of RBC Capital Markets, LLC

### 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 has purchased an additional policy covering up to \$99.5 million per SIPC qualified account, subject to a maximum aggregate for RBC Capital Markets, LLC 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 Capital Markets, LLC may not be protected by SIPC or private insurance policies purchased by RBC Capital Markets, LLC. For more details, please talk to your Financial Advisor or call SIPC at (202) 371-8300 for a brochure or visit [www.sipc.org](http://www.sipc.org).

### INVESTMENT OBJECTIVES DEFINED

- **Preservation of Principal/Income** – Focus is on preserving principal and generating current income.
- **Balanced Growth** – Focus is on generating current income and/or long-term capital growth.
- **Growth** – Focus is on generating long-term capital growth.
- **Aggressive Growth/Aggressive Income** – Focus is on generating growth and/or income at greater than market rates.
- **Speculation** – Focus is on generating maximum possible returns.





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**ENTITY CLIENT ACCOUNT INFORMATION****PARTIAL REDEMPTION OF CALLABLE SECURITIES**

Securities with call features may be called in whole or in part. The following information describes the partial redemption procedures established at RBC Correspondent Services, a division of RBC Capital Markets, LLC ("RBC CS"), member NYSE/FINRA/SIPC.

**Partial Redemptions**

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

**Description of Partial Redemptions Allocation Process**

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

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

**Partial Redemption Lottery System**

FINRA Rule 4340 requires, among other things, that RBC CS have procedures that are fair and impartial to allocate securities to be redeemed or selected in the event of a partial redemption or call. When a partial call is offered on terms favorable to owners of the security, the member firm must take measures to prohibit the allocation of the call to its "proprietary accounts or those of an affiliate or certain associated persons, before all of its customers' security positions have been redeemed. Likewise, if a redemption or call is made on unfavorable terms, a firm may not exclude its position from those that may be called or put itself 'last in line.'"

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

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

The lottery procedures for callable securities may be found on RBC CS' website at [www.rbcwm-usa.com/legal/rbc-cs](http://www.rbcwm-usa.com/legal/rbc-cs). A printed copy of these procedures may be requested from your financial advisor.

**Client Rights**

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

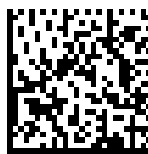
**IMPORTANT NOTICE REGARDING SECURITIES LENDING**

RBC Capital Markets, LLC lends securities it has in its possession to enable short sale activity and may receive compensation in connection with the lending 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 to be used for such short sales. 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.

**AUTOMATIC SWEEP INVESTMENT (ALSO KNOWN AS A "CASH SWEEP")**

By selecting an Automatic Sweep Investment option on my account opening documents or providing specific authorization to my financial advisor, I acknowledge that I am granting affirmative consent to have free credit balances in my 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. My selection of an Automatic Sweep Investment option is a specific authorization for RBC CM to invest or transfer free credit balances in my account according to the general terms and conditions of the products available under the Cash Sweep program. RBC CM may change my Automatic Sweep Investment option, including changes between money market funds and FDIC insured products, upon appropriate notice to me and in accordance with applicable regulations.

On all accounts that have an Automatic Sweep Investment feature, with the exception of the Standard Account and the Standard Checking Account as noted below, any available cash balance in the account at the end of each business day will be automatically invested or deposited in your designated Automatic Sweep Investment on the next business day. In a Standard Account or Standard Checking Account, if the available cash balance amount is less than \$1,000, it will be automatically invested or deposited into the designated Automatic Sweep Investment on either the first business day of the following week or the first business day of the month (whichever occurs first).



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## ENTITY CLIENT ACCOUNT INFORMATION

### AUTOMATIC SWEEP INVESTMENT (ALSO KNOWN AS A "CASH SWEEP") CONTINUED

The Automatic Sweep Investment options available through RBC CM include money market funds managed by RBC Global Asset Management (U.S.) Inc., an affiliate of RBC CM, certain Federated money market funds, RBC Insured Deposits 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. There are different Automatic Sweep Investment options available for different types of accounts.

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.

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. For additional details regarding the Automatic Sweep Investment options and other investment options, you should consult with your Financial Advisor 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").** 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 Advisor 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.

### 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.

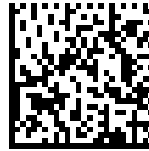
Removed securities are reported on the client's year end tax statement. Affected clients should consult their tax advisor for an opinion on whether they may claim a tax loss. Clients may request, through their financial advisor, to receive a letter stating that there is no known current market for the removed security; however, the letter should not be considered to be conclusive evidence of a security's worthlessness.

### 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 Advisor listed on the account statement.



## FACTS

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

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ Assets and investment experience</li> <li>■ Account balance and transaction history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons RBC Capital Markets, LLC chooses to share; and whether you can limit this sharing.

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

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call 1-800-933-9946 (toll-free) – our menu will prompt you through your choice(s).</li> <li>■ Visit us online: <a href="https://secure.rbcwm-usa.com/optout">https://secure.rbcwm-usa.com/optout</a>.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share information about you as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call 1-800-933-9946 (toll-free) or go to <a href="http://www.rbc.com/privacy/us/index.html">www.rbc.com/privacy/us/index.html</a> .
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## Who we are

### Who is providing this notice?

RBC Capital Markets, LLC, which includes the divisions of RBC Wealth Management, RBC Correspondent Services, and RBC Advisor Services.

## What we do

### How does RBC Capital Markets, LLC protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

### How does RBC Capital Markets, LLC collect my personal information?

We collect your personal information, for example, when you

- open an account or seek advice about your investments
- buy or sell securities or make deposits/or withdrawals
- enter into an investment advisory contract

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *We may share information about you within the RBC family of companies, a group of global financial services companies comprised of Royal Bank of Canada ("RBC") and its subsidiaries.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *RBC Capital Markets, LLC does not share with nonaffiliates to market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include financial services companies.*

## Other important information

For California residents, we will limit the sharing of your nonpublic personal information to the extent required by California law.

RBC Capital Markets, LLC has entered into a Protocol for Broker Recruiting with certain other brokerage firms under which your RBC Capital Markets, LLC Financial Advisor may take your personal information — specifically, your name, address, telephone number, email address, and account title — in the event your Financial Advisor leaves RBC Capital Markets, LLC and joins one of the other member brokerage firms.