

**March 2024**

**To: Raymond James Institutional Clients**

The U.S. Securities and Exchange Commission (“SEC”), the Financial Industry Regulatory Authority, Inc. (“FINRA”), and other regulators have various rules and regulations that require broker-dealers to disclose certain policies and procedures.

In accordance with federal and state securities regulations and industry best practices, Raymond James & Associates (“RJA” or “the Firm”) is providing this disclosure notice (the “Disclosure”) to institutional clients who engage RJA’s Capital Markets segment, which conducts institutional sales, securities trading, equity research, and investment banking.

Please be assured that RJA actively monitors its trading activity to ensure orders are handled according to industry rules, with best execution serving as our primary objective. While all the content below may not be applicable, the Firm requests that you please read this Disclosure carefully.

RJA a broker-dealer subsidiary of Raymond James Financial, Inc. (“RJF”), a bank holding company and financial holding company, which is subject to supervision, examination, and regulation by the Board of Governors of the Federal Reserve System (the “Fed”). RJF is listed on the New York Stock Exchange (the “NYSE”) under the symbol “RJF.”

For additional information related to the Firm, please see the Firm’s BrokerCheck disclosure via the following [link](#). For more information related to RJF, please see RJF’s [public filings](#) via the SEC’s Edgar website or RJF’s [Investor Relations](#) team.

**GENERAL DISCLOSURES**

**About RJF and its Subsidiaries**

RJF is a leading diversified financial services company providing private client group, capital markets, asset management, banking and other services to individuals, corporations, and municipalities. RJF, together with its subsidiaries, is engaged in various financial services activities, including providing investment management services for retail and institutional clients; the underwriting, distribution, trading and brokerage of equity and debt securities; and the sale of mutual funds and other investment products.

**Consent to Electronic Delivery**

By engaging in and continuing to do business with RJA, you consent to the electronic delivery of regulatory disclosures and other related information, including this Disclosure document, the Form ADV Part 2A, and other disclosures, as applicable (collectively, the “Disclosure Documents”). It is your responsibility to access, review, and understand the Disclosure Documents, including this Disclosure, in their entirety as well as any hyperlinked material, and to ensure that you maintain the ability to access such Disclosure Documents, including providing RJA with accurate contact information, and that you review the materials and any updates on a regular basis (no less than annually). All disclosures are deemed made as if they were delivered to you in paper form. You may contact your RJA sales representative (“Sales Representative”) and withdraw your consent or any previously given consent at any time and may request paper copies of the Disclosure

Documents at no additional cost to you. Updated versions of this Disclosure document and other important disclosures are available at <https://www.raymondjames.com/legal-disclosures>.

### **Consent to Information Sharing with Affiliates**

By engaging in and continuing to do business with RJA, you consent to sharing of your account and transaction information with its Affiliates, including SumRidge Partners, LLC, for everyday business purposes or to market to you. RJA may utilize certain order and trade information to provide market color or trend analyses to affiliated sales and trading desks to enhance the quality of execution or other services offered to customers. These information-sharing practices do not alter RJA's policy to achieve best execution and fair pricing, taking into account, among other factors, price, transaction cost, volatility, market depth, quality of service, speed, and efficiency. You may contact your Sales Representative and withdraw your consent or any previously given consent at any time.

### **Communications**

Subject to compliance with Applicable Law (as defined below), RJA may record or monitor telephone conversations and other communications with or by you (including mail, emails, texts or similar electronic communications, or documentation of meetings). You agree that RJA may deliver copies or transcripts of such recordings to any court or competent authority. RJA will keep or cause to be kept records in relation to the services provided to you in accordance with Applicable Law. As used in this Disclosure, the term "Applicable Law" means any applicable statutes, laws, ordinances, rules, regulations, supervisory guidance, codes, orders, common laws, judgments, authorizations, consents, practices or other requirements of any federal, state, local or foreign or political subdivision thereof, including the federal Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), as amended, and, if applicable, the Canada Anti-SPAM Legislation (S.C. 2010, c. 23), or any regulatory agency (including any self-regulatory organization) with jurisdiction, or any arbitrator, court or tribunal of competent jurisdiction. You may contact your Sales Representative for information on opting out of certain communication options.

### **Account Protection**

Securities sold, offered, or recommended by RJA are not deposits, are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not guaranteed by a bank and are not an obligation or responsibility of a bank unless stated otherwise in writing. RJA is affiliated with Raymond James Bank, N.A., a Florida-chartered state bank and Federal Reserve member bank, and TriState Capital Bank, a Pennsylvania-chartered state bank, both entities are members of FDIC (collectively, "RJA Affiliate Banks"). Unless otherwise specified, products purchased from or held at affiliated RJA companies are not insured by the FDIC, are not deposits or other obligations of RJA Affiliate Banks, are not guaranteed by RJA Affiliate Banks and are subject to investment risks, including possible loss of the principal invested.

Federal Laws and regulations intended to combat terrorist financing and money laundering activities (including, but not limited to, the Patriot Act and the Bank Secrecy Act) require RJA to obtain, verify and record information that identifies each person or entity that opens an account with RJA. To open/maintain your account in accordance with the foregoing, RJA will ask for your name, address, and other information necessary for RJA to comply with relevant laws and regulations.

Securities Investor Protection Corporation (“SIPC”), established as a nonprofit entity by Congress in 1970, protects client assets in the event of a member firm’s bankruptcy or insolvency. RJA is a member of SIPC, which protects securities clients of its members up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at [the SIPC website](#) or by calling 1-202-371-8300.

Account protection applies when a SIPC-member firm fails financially and is unable to meet obligations to securities clients, but it does not protect against market fluctuations.

No one associated with RJA is authorized to render tax or legal advice and you should not rely upon such advice, if given.

### **USA Patriot Act of 2001**

Under the USA PATRIOT Act of 2001, we are required to set up an anti-money-laundering program, designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transactions and ensure compliance with the law. We may ask you to provide various identification documents or other information in order to comply with this law. Until you provide the information or documents we need, we may not be able to open an account or effect any transactions for you. We will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if we are unable to obtain and verify the information and documents.

### **Conflicts of Interest**

RJA is a financial services company and its and its affiliates are engaged in lending, equity investing, investment banking, commercial banking, corporate finance and securities issuance, trading, research, advisory, underwriting, investment management, fund administration, and custody, as well as other financial activities, all on a worldwide basis (“RJ Services”). RJA and its affiliates have relationships with a significant number of market participants, institutions and corporations and provides and will in the future provide services to its clients, which may include parties whose interests are not aligned with your interests, or whose interests may even be adverse to your interests. RJA and its affiliates may represent or have previously provided, may be currently providing, or may provide in the future RJ Services to other companies or clients, including those that are similar to you, from which conflicting interests or duties may arise. RJA and/or its affiliates may perform such services without any duty to notify you of any such engagement or to disclose to you information that such RJA or RJA-affiliated entity has obtained or may obtain about such companies or clients. In the course of conducting its day-to-day business activities, neither RJA nor its affiliates will consider your interests, and RJA and/or its affiliates may have a financial interest that is inconsistent with your financial interests.

RJA may receive compensation from its clients, affiliated entities, or other participants as a result of services it provides to you. RJA’s and its affiliates employees and other associated persons may also be investors in or may invest alongside you in certain investment opportunities and thus may personally benefit from the success of any offerings. Additionally, in some instances, RJA employees, affiliates, affiliate employees and other associated persons may have a client relationship with third-parties issuing, sponsoring, or managing investments opportunities; with one of the third-party’s affiliated entities; or with one of the third-party’s principals, board members, officers, directors, employees, agents, or representatives.

Further, RJA may act in a principal capacity for transactions with its clients and transact in the same security with an affiliate and/or become engaged in an underwriting for the issuer of the same security. RJA may also trade for its own account as a market maker, block positioner, arbitrageur, or investor. Consequently, at the time RJA enters into a transaction with you, it may have a position in the same security, which may be partially or completely hedged.

In accordance with applicable laws and regulations, RJA strives to identify and manage potential conflicts of interest arising from transacting in the securities business and providing RJ Services. In addition to training RJA's employees to identify and escalate conflicts, RJA has implemented compliance policy along with physical and systemic information barriers to mitigate and minimize certain conflicts. Please contact your Sales Representative if you would like to discuss any conflict or RJA's escalation and mitigation process.

### **FINRA BrokerCheck**

In accordance with FINRA Rule 2267 pertaining to Investor Education and Protection, the Firm would like to provide our clients with the following information:

- The FINRA BrokerCheck Hotline telephone number is 800.289.9999.
- The FINRA website address is [www.finra.org](http://www.finra.org).
- For a copy of a brochure that includes important information concerning FINRA BrokerCheck, call the FINRA BrokerCheck Hotline or visit the FINRA website [www.finra.org](http://www.finra.org).
- For additional information related to the Firm, please see RJA's BrokerCheck disclosure via the following [link](#).

### **Definition of Institution**

Throughout this Disclosure and in certain other communications you may receive from RJA, we may refer to you using the term "Institution" or "Institutional Account." Unless specifically defined otherwise, RJA uses the terms "Institution," "Institutional," or "Institutional Account" as defined in FINRA Rule 4512(c) as "Institutional Account." If you are no longer an "Institutional Account" or should cease to be one in the future, please advise your Sales Representative immediately.

### **Suitability and Advice**

When you engage RJA, RJA is not acting as a fiduciary, unless explicitly otherwise agreed to in writing, and RJA does not provide any investment advice or personal recommendation to you in relation to a transaction and/or related securities transactions and is not responsible for providing or arranging for the provision of any general financial, strategic or specialist advice, including legal, regulatory, accounting, model auditing, or taxation advice or services or any other service in relation to the transaction and/or related securities described herein. Accordingly, RJA is under no obligation to, and shall not, determine suitability for you. You must determine, on your own behalf or through independent professional advice, the merits, terms, conditions, and risks of the transactions in which you engage. Unless otherwise explicitly agreed to in writing, by engaging with RJA, you represent that you are using RJA services for business purposes, and not for personal, family, or household purposes.

## **Market Access**

SEC Rule 15c3-5 requires broker-dealers with or providing access to trading securities on exchanges or alternative trading systems (“ATSs”) to establish, document and maintain a system of risk management controls and supervisory procedures reasonably designed to manage the financial, regulatory, and other risks in connection with market access. RJA has established controls which will reject or temporarily block orders that exceed previously defined risk parameters.

## **Business Continuity**

RJA has established a Business Continuity Department comprised of a dedicated team of professionals who oversee the Firm’s business continuity, crisis management, and disaster recovery strategies. The department works closely with business units and the Information Technology Department to ensure a standardized framework for building, maintaining, and testing business continuity plans. The Firm’s continuity plans employ an all-hazards approach, including baseline requirements and strategies that address incidents of varying scope. They are designed to allow for continued operation of critical business functions, including the ability to provide clients with prompt access to their funds and securities. For additional information, please see the full Business Continuity Disclosure Statement, located at [Business Continuity Planning Disclosure Statement – Legal Disclosures | Raymond James](#).

The Firm institutes the best practices developed by industry organizations for creating practical and effective business continuity plans. The Firm periodically conducts a Business Impact Analysis (“BIA”) of business processes. This analysis identifies risks, critical processes, and related dependencies (both technology dependencies and dependencies on other processes). Armed with this information, each business area prioritizes recovery procedures, since some processes have more urgent restoration requirements than others. Each business area also creates continuity plans that are reviewed by the BCM team to ensure they meet appropriate guidelines and can be properly coordinated with the plans of other business areas. To diminish risks posed by local and regional disruptions, the Firm maintains geographically dispersed operational locations as part of its overall resiliency.

## **Extraordinary Events**

RJA will not be liable for losses caused directly or indirectly by any condition not within our exclusive control, including government restrictions, exchange or market rulings, suspension of trading, war, strikes, pandemic, or extreme market volatility or trading volumes.

## **Cybersecurity**

RJF maintains a robust set of information technology security policies and standards that provide requirements and acceptable use. All RJF Information Technology policies apply to all employees, agents and contractors of RJF and its affiliated entities as well as third parties who provide technology services to RJF and its affiliates or who have access to its computing network or information. All policies/standards are reviewed by the RJF Chief Information Security Officer and the RJF Enterprise Risk Board on an annual basis or as changes are necessary.

## **Customer Complaints**

Pursuant to Rule 17a-3(a)(18) of the Securities Exchange Act of 1934, RJA has provided below the address, telephone number, and department to which all written customer complaints may be directed. Any customer wishing to submit a written complaint against RJA may use the contact information provided to submit such complaint via US mail.

Raymond James & Associates, Inc.  
**Attn: Dispute Resolution**  
**880 Carillon Parkway**  
**St. Petersburg, FL 33716**  
**Tel: 1-800-248-8863**

## **Callable Securities**

RJA's callable securities procedures may be found by following the link below:  
<https://www.raymondjames.com/legal-disclosures/callable-securities-procedures>

## **MSRB Disclosure**

RJA and Raymond James Financial Services, Inc. are registered with and subject to the rules and regulations of the SEC and the Municipal Securities Rulemaking Board ("MSRB"). Both the SEC and MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit <https://www.sec.gov/> and <http://www.msrb.org/>.

## **Shortened Trade Settlement Cycle**

The SEC has amended certain rule provisions related to shortening the standard settlement cycle for most broker-dealer transactions from two business days after the trade date ("T+2") to one business day after the trade date ("T+1"), such rule provisions having a compliance date of May 28, 2024. Following such date, you will receive faster payment following the sale of a security and you will be required to provide funds more promptly following the purchase of a security. Please ensure you have appropriate arrangements made with your prime broker, as applicable, for facilitating timely trade settlement. You can find more information about this industry-wide change by visiting [www.sec.gov/news/press-release/2023-29](http://www.sec.gov/news/press-release/2023-29).

## **EQUITIES DISCLOSURES**

### **FINRA Rule 2265 - Extended Hours Disclosure Statement**

In accordance with FINRA Rule 2265, the Firm is providing the following regarding the risks associated with extended hours trading. RJA may execute orders in the pre-market or post-market trading sessions.

Clients should understand and carefully consider the following items prior to engaging in extended hours trading. "Extended hours trading" means trading outside of "regular trading hours." "Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. Eastern Time for trades

in equity securities, excluding weekends and exchange holidays or when the exchanges close early.

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

### **Held and Not Held Orders**

The purpose of this Disclosure is to confirm our mutual understanding of the manner in which RJA will handle orders in equity securities and listed options for its institutional clients and broker-dealer counterparties. Unless stated otherwise or there are specific order instructions or terms or conditions to the contrary, it is RJA's understanding that all orders it receives will be deemed handled and executed on a "Not Held" basis, and RJA will work such order accordingly.

A Not Held order provides RJA with discretion and flexibility to exercise its brokerage judgment regarding the price and/or time at which a trade is to be executed in order to seek the best

execution of your order under the circumstances. Please be advised that, according to FINRA rules, a Not Held order is not considered a priced order. When clients place a Not Held order with the Firm and leave the time and price to our discretion, RJA may trade in the security for our own account prior to the completion of your order and at the same price or better than you receive.

**“Held” orders do not permit discretion in the handling of your order. In addition, should you enter a market or limit order, such Held order obligates RJA to execute the market order immediately at the then-prevailing market price or the limit order at your limit price (or better), which may not be the best price that can ultimately be obtained. Should you have any questions or wish RJA to treat your orders other than as Not Held, please contact your Sales Representative.**

### **Order Instructions**

The purpose of this Disclosure is to confirm our mutual understanding of the manner in which RJA may receive order instructions. As noted above, all orders received by RJA are considered “Not Held” unless instructions are provided specifically otherwise. All communications, instructions and documents between the firm and clients will be in English unless agreed upon otherwise. If communications are in a different language, the English version or English translation of the communication will take priority in the event of an inconsistency.

Order instructions may be provided via phone, in writing, by electronic mail or other electronic means mutually agreed upon. Once agreed upon, if orders are received, clients authorize the Firm to rely and act upon, and treat as fully authorized and binding upon the client, any instruction which reasonably appears to have been given and is accepted by the Firm in good faith, without further inquiry as to the genuineness, authority or identity of the person giving or purporting to give such instruction and notwithstanding any communication or notice clients may have made or may make to the Firm purporting to limit the persons from whom RJA may accept instructions. Notwithstanding this, RJA may require, and clients must agree to provide, evidence of any such authority provided to any person acting, or purporting to act, on behalf of clients. Clients will be responsible for and bound by all contracts, obligations, costs and expenses entered into or incurred by us on your behalf in consequence of or in connection with such instructions.

RJA shall not be responsible or liable in any way for any direct or indirect losses suffered by clients on account of any instruction not being received or not being acted upon. RJA shall not be responsible for and you agree to indemnify the Firm for:

- any errors, ambiguity, inaccuracies, incomplete orders or instructions;
- any delays in transmission or any systems or service unavailability beyond RJA’s control; and
- without prejudice to and in addition to the above any other causes otherwise beyond our control.

Please note that RJA may not be available nor responsible to respond to instructions delivered to us outside of typical working hours established by your RJ Sales Representatives. RJA shall not be liable for any direct or indirect losses suffered on account of any instruction not being received timely and/or not being acted upon. Transmission of an order to the Firm is not evidence of our receipt until we have acknowledged/accepted such order. For the avoidance of doubt, with respect to all client orders other than those by telephone, no contract will be created



between RJA and clients until clients have received an acknowledgement confirming acceptance of an order. If clients do not receive an acknowledgement, please contact your RJ Sales Representative to validate the order as received.

RJA may refuse to accept or act in accordance with any client instruction without being under any obligation to give a reason. If the Firm declines order instructions, the Firm will (subject to applicable law) take reasonable steps to notify you promptly of declining such instruction. RJA may at any time request an instruction to be confirmed by you and for the original of such confirmation to be provided.

If any client instruction or order is received by the Firm via telephone, the Firm may ask you to confirm such instructions or orders in writing. The Firm shall be authorized to follow verbal instructions or orders received by us by telephone notwithstanding your failure to confirm them in writing.

The Firm may, subject to applicable law, record, monitor and retain all client communications (including email and electronic messaging), telephone conversations and other electronic communications and may record telephone, mobile phone or other mobile handheld electronic communications devices. The Firm will retain such records for whatever period may be required by our internal policies and/or applicable law.

### **Indications of Interest**

Indications of Interest (“IOIs”) are expressions of trading interest to buy or sell a security that contain one or more of the following elements: security name, side of the market, size, and/or price. RJA may disseminate IOIs to make other market participants aware that it seeks to interact with, or represent a client’s trading interest in, order flow in the security.

These IOIs may be “natural” or “non-natural.” As the distinction between natural and non-natural IOIs varies across the financial services industry and third-party vendor systems, RJA would like to provide a clear description of how the Firm distinguishes between natural and non-natural IOIs. As we use the term, “natural” indications represent IOIs originating as a result of one of the following four scenarios:

1. Client order “in hand”;
2. Interest for RJA’s own account on a principal basis, as a result of client facilitation, related hedging activity or expected client demand;
3. In touch with a client who RJA believes to have expressed an interest in a security but RJA has not yet received an order from that client; or
4. Any combination of the interests noted above.

Non-natural IOIs represent purely RJA’s interests to provide liquidity as principal without reference to a facilitation of a customer order, trading position wanted or a hedging strategy.

If requested, RJA will adhere to a client’s request to not send natural IOIs on behalf of such client’s orders.

## **Large Trader**

Defined as a person whose transactions in National Market System (“NMS”) securities equals or exceeds 2 million shares or \$20 million during any calendar day, or 20 million shares or \$200 million during any calendar month, a Large Trader is required to identify itself to the SEC and make certain disclosures. Please notify your Sales Representative if you are a large trader and provide them with your large trader ID (“LTID”) details. If RJA is not provided with your large trader details, it will nonetheless be required to maintain Unidentified Large Trader information for those clients that meet that threshold, but do not identify themselves directly as a Large Trader as required by SEC Rule 13h-1. Please note, SEC Rule 13h-1 requires large traders must disclose to registered broker-dealers effecting transactions on its behalf its LTID and each account to which it applies. Please consult with your own legal counsel to determine the applicability of SEC Rule 13h-1.

## **FINRA Rule 2124 - Net Trading**

RJA may execute orders received from its institutional clients and broker-dealers on a “net” basis. The term “Net Trade” is defined as a principal transaction in which RJA, after having received an order to buy/sell an equity security, purchases/sells the equity security at one price and then sells to /buys from the client at a different price. RJA’s compensation on the transaction is represented by the difference between the street-side execution and the final price shown on the client confirmation and no additional commission is charged. Net Trades are not eligible for an exception under SEC Rule 611 (Order Protection Rule). FINRA Rule 2124 requires that when executing trades on a net basis, RJA must inform the client by the use of a Negative Consent Letter. Unless you respond otherwise, such letter shall confirm your consent to execute on a “net” basis prospectively. Clients may decide to no longer trade net at any time by informing their Sales Representative.

## **FINRA Rule 5320 Disclosure**

FINRA Rule 5320 (“Rule 5320”) generally prohibits a broker-dealer that accepts and holds an order in any security from its client or a client of another broker-dealer without immediately executing the order from trading that security on the same side of the market for its own account at a price that would satisfy the client order, unless it immediately thereafter executes the client order up to the size at the same or better price at which it traded for its own account. **Clients must affirmatively opt-in to Rule 5320 protection in writing.**

To opt-in to Rule 5320 protection, please direct written requests to: <mailto:5320-requests@raymondjames.com?subject=Opt-in to FINRA Rule 5320 Protection>. Please note, once a client has made a written request for Rule 5320 protection, the Firm must contact the requesting client, on an order-by-order basis, prior to engaging in activity in which the Firm trades for its own account along with the client order.

For clients who have not opted into Rule 5320 protection, pursuant to FINRA Rule 5320, the Firm reserves the right to trade along with a client’s order without approval and/or acknowledgement.

## **Clearly Erroneous Transactions**

If a transaction is eligible for review under FINRA Rule 11890, RJA will make best efforts to contact affected clients to identify if the client wishes the Firm to file a clearly erroneous petition on the client's behalf. In most cases, a clearly erroneous execution will be the result of an obvious error in any term, such as price, number of shares or other unit of trading, or identification of the subject security. Please reach out in a timely manner to your sales and trading contact in the event you have an execution that may be deemed as a clearly erroneous transaction. Please refer to [FINRA Rule 11890](#), the "Clearly Erroneous" rule, and the applicable numerical guidelines.

## **SEC Rule 605 – Order Execution Information**

SEC Rule 605 requires market centers that trade NMS securities to make available standardized, monthly reports containing certain order execution information. Rule 605 is intended to promote visibility and competition in order execution quality, particularly with respect to execution price and speed. The rule requires, among other things, that the reports be prepared in an electronic format available for downloading from an Internet website that is free and readily accessible to the public.

To access RJA's historical order execution reports please refer to <https://www.fisglobal.com/ptc/rule-605> and select the downloadable Raymond James and Associates file.

## **SEC Rule 606 – Order Routing**

Absent specific routing instructions from a client, it is RJA's policy to route orders to the trading center where it believes that the client receives the best execution, based on a number of factors. The potential for receipt of order flow payment or trading profits is not a factor in this decision. RJA believes, based on prior experience, that RJA's order routing practices provide an opportunity for client orders to be executed at prices at or better than national best bid or best offer.

As required by SEC Rule 606, the data contained within the links provided below represents order flow that RJA has routed to external venues for execution. Pursuant to Rule 606(a), RJA has provided data for the venues that received the largest number of non-directed orders for NMS equity stock that RJA handled on a held basis, as well as both held and not held, non-directed customer orders in listed options with a market value of less than \$50,000. In addition, as required by Rule 606(a) any material relationship RJA maintains with execution venues, such as payment for order flow arrangements, including fees paid and rebates received, will be disclosed in the material relationships section of the report.

To view RJA's publicly available report pursuant to Rule 606(a), please click on the following link and select 'RAJA' and a specified time period to review:

NMS Securities	<a href="https://www.fisglobal.com/ptc/rule-606">https://www.fisglobal.com/ptc/rule-606</a>
Listed Options	<a href="https://public.s3.com/rule606/raja/">https://public.s3.com/rule606/raja/</a>

RJA has supplied this data and published its Rule 606(a) Report solely for informational purposes pursuant to Rule 606(a) under the Securities Exchange Act of 1934, as amended. The information and data provided in each Rule 606(a) report is not intended to and should not be construed to reflect all factors relevant to an analysis of a market center's best execution and/or order routing practices.

Pursuant to SEC Rule 606(b)(1) RJA shall, upon request from a client, provide to the client the information on the venues to which their orders in NMS stocks submitted on held basis, Please note, RJA is not required to otherwise provide a SEC Rule 606(b)(1) report for not held orders to the extent the firm is required to provide a SEC Rule 606 (b)(3) report as well as orders in listed options, which were routed to for the period of six calendar months preceding the request.

Pursuant to SEC Rule 606(b)(3) RJA shall, upon request from a client, provide to the client within seven business days of receiving the request a report on its handling of directed and non-directed not held orders in NMS stocks for that client for the prior six calendar months.

For client requests for 606(b)(1) and 606(b)(3) reports, clients can send a written communication to the email address below to facilitate the handling of such requests:

[606-Requests@RaymondJames.com](mailto:606-Requests@RaymondJames.com)

### **SEC Rule 607 - Payment for Order Flow**

RJA acts as a market maker (MPID: RAJA) in certain exchange listed and OTC equity securities. Occasionally, RJA may execute eligible orders received from clients and other broker-dealers against the Firm's proprietary inventory. RJA realizes 100% of any trading profits or losses generated from trading with client orders as principal.

SEC Rule 607 of Regulation NMS requires broker-dealers to disclose at account opening and annually thereafter their policies regarding payment for order flow and order routing practices. Absent specific routing instructions from the customer, RJA's policy is to route orders to the trading center where it believes that the client receives the best execution, based on a variety of factors. The potential for receipt of order flow payment or trading profits is **not** a factor in this decision. For RJA's not held order flow, the Firm does, from time to time, receive payment for order flow in the form of a rebate or a reduction to the fees charged for directing transactions to various national securities exchanges, ATSS, or broker-dealer intermediaries.

### **Regulation NMS – Rule 611**

The Firm has policies and procedures reasonably designed to comply with Rule 611 of Regulation NMS (the "Order Protection Rule") and apply best execution principles and best practices for handling client orders. Regulation NMS requires broker-dealers facilitating a block of stock in an NMS security for a client to simultaneously route intermarket sweep orders ("ISO's") to execute against the full displayed size of any protected quotation as necessary to comply with the Order Protection Rule. Unless explicitly agreed to prior to execution, any fills from these ISO's may not be passed along to the client, but instead may go to the Firm's principal account.

### **FINRA Rule 5270 Disclosure**

FINRA Rule 5270 (Front Running of Block Transactions) prohibits member broker-dealers from executing orders to buy or sell certain securities or related financial instruments when the member has material, non-public information concerning an imminent block transaction in those securities, related financial instruments, or securities underlying the related financial instruments prior to the time information concerning the block transaction has been made publicly available or has otherwise become stale or obsolete. The rule permits certain exceptions to this prohibition, including transactions that are undertaken to fulfill or facilitate the execution of a client block order.

RJA may rely on the rule's exceptions while effecting block transactions for its clients. In connection with the handling of such block orders, RJA may engage in hedging, offsetting, liquidating, facilitating, or positioning transactions ("risk-mitigating transactions") that may occur at the same time or in advance of the receipt of the client order, and these activities may have an impact on market prices. Beyond these risk-mitigating transactions, RJA will refrain from any conduct that could disadvantage or harm the execution of client orders or that would place RJA's financial interests ahead of its clients. Unless client informs RJA otherwise in writing ("opt out"), the Firm will conclude that client understands that RJA may engage in risk-mitigating transactions in connection with client orders and the Firm will conclude that client has given its consent to RJA to handle block transactions as described above.

Clients may choose to opt out by providing a written notice to RJA at the email address below: [ECMCompliance@RaymondJames.com](mailto:ECMCompliance@RaymondJames.com)

### **Regulation SHO – Order Marking and Locate Requirements**

Reg SHO Rule 200 requires that all orders must be marked "long," "short" or "short exempt." All clients are responsible for properly marking their sell orders based on their net position, pursuant to SEC guidance. For all orders marked "short," unless an exemption applies, customers must obtain a locate and indicate the source of the locate. This locate serves as "reasonable grounds" for RJA to believe that the full quantity of the security can be borrowed by settlement date to make delivery.

### **Regulation SHO – Failure to Deliver Securities Sold Long**

When entering or placing an order to sell a security long, a client represents to RJA that the client owns the security and will deliver the security in good deliverable form by the transaction settlement date. If a client does not deliver the security by settlement date, RJA will be required to close out the transaction by purchasing like securities for the client's account (generally referred to as a "buy-in" transaction), and at the client's risk.

### **Regulation SHO – Failure to Deliver Securities Sold Short**

When entering or placing an order to sell short an equity security (including convertible bonds), a client is required to locate shares to be borrowed for delivery by settlement date of the transaction. By entering or providing the name or Market Participant Identifier ("MPID") of a firm in the locate field of a sell short order ticket, the client is representing to RJA that the client has already located the required quantity of shares in the security(ies) with that specified firm(s) in accordance with the requirements of SEC Regulation SHO. If a client does not deliver the security by settlement date, RJA will be required to close out the transaction by purchasing like securities for the client's account (generally referred to as a "buy-in" transaction), at the client's risk, and possibly impose additional restrictions on the client prior to executing further short sales with RJA. **NOTE – SEC Regulation SHO does not allow RJA to extend the close out period for any reason.**

### **Raymond James Electronic Trading Platform ("RJET")**

RJA seeks to operate its electronic trading platform RJET in accordance with applicable federal and state securities regulations, and in accordance with reasonable expectations of fairness. However, potential execution counterparties in external venues may have trading objectives

and/or expectations that may be contrary to a client's trading objective; accordingly, order handling outcomes may vary. RJA makes no guarantee as to the performance that can be achieved through the use of RJET.

### **RJET Routing and Order Handling**

Unless otherwise directed in writing by the client, RJA reserves the right to change the routing configuration table at its discretion to manage performance of RJET's strategies. As part of RJA's services seeking the most efficient and effective experience for client orders, orders will be treated as "not held" and may be routed to a variety of external venues based on any of the following factors: clients expressed preferences, including but not limited to a particular routing strategy or algorithm that clients may elect to employ; a strategy employed on your behalf or at your request; or in the absence of instructions to the contrary, a routing configuration table of RJA's choosing. External venues may include, but not be limited to, public exchange markets, multi-lateral trading facilities, ATSS or broker crossing networks, or other broker-dealers consistent with your instructions or RJ's routing logic, where applicable. Your order may also be directed to another broker-dealer to access a third-party ATS where your order will have an opportunity to trade with RJA's eligible retail orders (i.e., orders from non-managed and non-discretionary accounts) or other third-party institutional liquidity provider ("TPILP") order flow, if it exists, using strategies targeting at or better than the national best bid or offer (often referred to as the NBBO) pricing. If no match occurs within that ATS between an eligible order and another institutional client or TPILP order flow, the eligible order will then be routed to other market centers for execution. While RJA maintains relationships and connectivity to a variety of such venues as part of its routing processes, RJ does not represent that it has access to all such venues that potentially may be available at any given point in time.

Please note: RJET does not generally accept held orders.

For additional documentation surrounding RJET, please contact the RJET Team directly for additional information at the email address below:

[RJET@raymondjames.com](mailto:RJET@raymondjames.com)

You may also visit: <https://www.raymondjames.com/legal-disclosures> and read more under "Raymond James & Associates Electronic Trading (RJET) Disclaimer."

### **Trade Volume Advertisements**

Executed trading volume is generally advertised on a post-trade basis through service providers (such as Bloomberg and Autex). RJA will adhere to guidelines published by these vendors along with relevant regulatory expectations. Such trade advertisements are ordinarily non-directional, aggregated at the symbol level and periodically updated throughout the trading day. If you do not want trade volume advertisements to be published in connection with orders you place with RJA, you must notify your Sales Representative.

## **EQUITY SYNDICATE DISCLOSURES**

### **Annual Notice Regarding the Eligibility to Purchase Initial Public Offerings (IPOs) of Equity Securities Under FINRA Rule 5130/5131**

Purchasers of IPOs are required to attest to their status under terms defined via FINRA Rule 5130/5131 prior to being permitted to participate in an equity IPO. If you have previously submitted an attestation affirming your account is eligible to receive an allocation of IPO shares and your eligibility status has changed, you are required to submit an updated attestation with us by contacting your Sales Representative. If your eligibility status under FINRA 5130/5131 has not changed, no further action is required.

### **FINRA Rule 5131 – IPO Pre-Open Market Order Prohibition**

RJA does not accept or execute held market orders to purchase shares of an initial public offering until secondary trading in such security has commenced. Limit orders and not held orders are accepted regardless as to whether secondary trading has commenced.

### **Regulation M Rule 105**

Regulation M (Reg M) Rule 105 states it shall be unlawful for a client to sell short the security that is subject of an offering and purchase the offered shares from RJA when the Firm is participating in the offering if such short sale was effected during the period (the “Reg M Rule 105 Restricted Period”) that is the shorter of the period:

- Beginning five business days before the pricing of the offered securities and ending with such pricing; or
- Beginning with the initial filing of such registration statement and ending with the pricing.

There are three exceptions to the prohibitions detailed in Reg M Rule 105:

1. It shall not be prohibited for such person to purchase the offered securities as provided above if such person makes a bona fide purchase(s) of the subject security:
  - At least equivalent in quantity to the entire amount of the Reg M Rule 105 Restricted Period Short Sale(s);
  - Effected during regular trading hours;
  - Reported to an “effective transaction reporting plan” (as defined in § 242.600(b)(22);
  - Effected after the last Reg M Rule 105 Restricted Period short sale, and no later than the business day prior to the day of pricing; and
  - Such person did not effect a short sale that is reported to an effective transaction reporting plan, within the 30 minutes prior to the close of regular trading hours on the business day prior to the day of pricing.

In addition to the bona-fide purchase resolution to short sales during the Reg M Rule 105 Restricted Period, there are two other means to comply with the prohibitions of Reg M Rule 105:

2. Separate Accounts Exception: A short sale in a separate account shall not prohibit the purchase of the offered security in an account of a person provided such person sold short during the Reg M Rule 105 Restricted Period in a separate account where decisions regarding securities transactions for each account are made separately and without

coordination of trading or cooperation among or between the accounts.

3. Investment Companies: A short sale in the subject security shall not prohibit an investment company (as defined by Section 3 of the Investment Company Act) that is registered under Section 8 of the Investment Company Act, or a series of a company (investment company) from purchasing an offered security where any of the following sold the offered security short during the Reg M Rule 105 Restricted Period:
  - An affiliated investment company, or any series of such a company; or
  - A separate series of the investment company.

If you have any questions regarding the applicability of Regulation M Rule 105, please contact your legal and/or compliance department.

## **EQUITY RESEARCH DISCLOSURES**

Disclosures contained in equity research pieces should be reviewed along with the content of each report. If you should have any questions regarding an equity research report or the attached disclosures, please contact your Sales Representative.

In addition to such disclosures, if you receive from RJA third-party independent research prepared by unaffiliated financial firms located outside of the United States or research prepared by an affiliate of RJA, such reports are distributed in the United States by RJA pursuant to an arrangement between RJA and such third-party. Such third-party may not be registered in the United States to conduct securities business in the U.S. and any transactions in securities discussed in such research reports must be effected through a broker-dealer registered with the SEC and FINRA, such as RJA. The delivery of such reports by RJA is not a recommendation to effect any transactions in the securities, nor an endorsement of any opinion expressed.

## **OPTIONS DISCLOSURES**

### **Options Disclosure Document**

Derivatives and options are complex instruments that are not suitable for all investors, may involve a high degree of risk, and may be appropriate investments only for sophisticated investors who are capable of understanding and assuming the risks involved. Prior to buying or selling listed options, investors must read and understand the *Characteristics and Risks of Standardized Options*, also known as the options disclosure document (“ODD”). It explains the characteristics and risks of exchange traded options. The most current version of the ODD as of the publication of this Disclosure is dated March 30, 2023 and is available at: <https://www.theocc.com/company-information/documents-and-archives/options-disclosure-document>.

Please contact your Sales Representative if you would like to receive a printed version of the ODD.



## **Order Marking – Origin Codes**

RJA requires its customers to mark all orders with the appropriate account origin code at the time of order entry, regardless of whether the order is submitted manually or electronically. These codes include Customer, Professional Customer and Broker-Dealer, among others. To the extent the account origin codes applicable to your orders changes, you must mark your orders accordingly and notify your Sales Representative of such changes.

## **Professional Customer Designation for Listed Options**

As a member of certain US Options Exchanges, RJA is required to comply with the rules and regulations of each exchange. RJA is required to indicate whether public customer orders are Professional Orders, as defined below. To comply with this requirement, RJA is required to review our non-broker-dealer customer's activity on at least a quarterly basis to determine whether orders that are not for the account of a broker or dealer should be represented as Professional Orders. Orders for any customer that had an average of more than 390 orders per day during any month of a calendar quarter must be represented as Professional Orders for the next calendar quarter. If, during a quarter, an exchange identifies a customer for which orders are not being represented as Professional Orders but that has averaged more than 390 orders per day during a month, the exchange will notify the Member and the Member will be required to change the manner in which it is representing the customer's orders within five days.

This notice is to inform you that RJA will mark your orders as Professional Orders if it is determined that the above criteria have been met. Brokers or dealers that route order flow to RJA have an obligation to review their client's order flow and ensure that any Professional Customer orders are appropriately marked.

## **Solicited Order/Auction Mechanism**

RJA is required to notify customers, per International Securities Exchange ("ISE") and various other option exchanges' requirements, of the Firm's intent to use the Solicited Order mechanism, which is available for members to cross customer option orders. Below is the information required to be provided to you.

The Nasdaq ISE Rules provides:

When handling an order of 500 contracts or more on your behalf, RJA may solicit other parties to execute against your order and may thereafter execute your order using the International Securities Exchange's Solicited Order Mechanism. This functionality provides a single-price execution only, so that your entire order may receive a better price after being exposed to the Exchange's participants, but will not receive partial price improvement.

For further details on the operation of this Mechanism, please refer to International Securities Exchange Option Rule 3-Option Trading Rules, Section 11e-Complex Solicited Order Mechanism, under "Membership, Rules & Fees – Regulatory – ISE Rules

## Access to Exchange Rulebooks

Exchange	Link to Applicable Rulebook
<b>New York Stock Exchange (all equities exchanges)</b>	<a href="https://www.nyse.com/regulation/rules">https://www.nyse.com/regulation/rules</a>
<b>NYSE AMEX Options</b>	<a href="https://www.nyse.com/regulation/american-options">https://www.nyse.com/regulation/american-options</a>
<b>NASDAQ (all equities exchanges)</b>	<a href="https://listingcenter.nasdaq.com/rulebook/nasdaq/rules">https://listingcenter.nasdaq.com/rulebook/nasdaq/rules</a>
<b>NASDAQ ISE Options</b>	<a href="https://listingcenter.nasdaq.com/rulebook/ise/rules">https://listingcenter.nasdaq.com/rulebook/ise/rules</a>
<b>CBOE (all equities exchanges)</b>	<a href="https://markets.cboe.com/us/equities/regulation/">https://markets.cboe.com/us/equities/regulation/</a>
<b>Investors Exchange</b>	<a href="https://iextrading.com/regulation/">https://iextrading.com/regulation/</a>
<b>Members Exchange</b>	<a href="https://info.memxtrading.com/memx-rules/">https://info.memxtrading.com/memx-rules/</a>

## FOR CANADIAN RESIDENT CLIENTS

### Notice Pursuant to the International Dealer Exemption and International Adviser Exemption

RJA, which is an affiliate of RJF, is registered with the U.S. Securities and Exchange Commission as a broker-dealer and investment adviser, with its head office at 880 Carillon Parkway, St. Petersburg, Florida 33716, USA.

In Canada, RJA is relying on the international dealer exemption (the “IDE”) and the international adviser exemption (the “IAE”) pursuant to sections 8.18 and 8.26 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“NI 31-103”), respectively, in Ontario, Québec, British Columbia, Alberta New Brunswick, Newfoundland & Labrador, and Manitoba (collectively, the “Canadian Jurisdictions”). As a result, as RJA is relying on the IDE and the IAE in the Canadian Jurisdictions, RJA not registered to make a trade or to provide advice in the Canadian Jurisdictions nor is it a member of the Investment Industry Regulatory Organization of Canada.

In relying on the IDE and the IAE in the Canadian Jurisdictions, RJA is required to advise you that:

- (i) All, or substantially all, of the assets of RJA may be situated outside of Canada;
- (ii) You may have a difficult time enforcing legal rights against RJA because it is residence outside of Canada and because all or substantially all of its assets may be outside of Canada; and
- (iii) RJA has appointed the following agents for service of process in each of the Canadian Jurisdictions as follows:

Alberta	British Columbia	New Brunswick	Newfoundland & Labrador	Manitoba	Ontario	Quebec
<b>Fasken Martineau DuMoulin LLP</b>  3400, 350 - 7th Avenue SW  Calgary Alberta T2P 3N9	<b>FMD Service (B.C.) Inc.</b>  2900-500 Burrard Street  Vancouver, BC V6C 0A3	<b>Stewart McKelvey LLP</b>  P.O.Box 7289, Station A  St. John, New Brunswick E2L 4S6	<b>Stewart McKelvey LLP</b>  P.O. Box 5038  St. John's, Newfoundland A1C 5V3	<b>Taylor McCaffrey LLP</b>  2200-201 Portage Ave.  Winnipeg, Manitoba R3B 3L3	<b>FMD Service (Ontario) Inc.</b>  333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20  Toronto, Ontario M5H 2T6	<b>Fasken Martineau DuMoulin LLP</b>  The Stock Exchange Tower P.O. Box 242, Suite 3700 800 Victoria Square  Montreal, Quebec H4Z E9

RJF is a diversified bank holding company that directly or indirectly owns various affiliated subsidiaries that provide financial and investment services to customers. RJF does not hold or act upon any customer financial accounts; all customer relationships are between RJF's affiliates and their respective customers.

#### **For Clients in Québec**

Each client confirms its express wish that all documents evidencing or relating to the sale of the securities and all other contracts and related documents be drafted in the English language. Chaque client confirme sa volonté expresse que tous les documents attestant de la vente des titres ou s'y rapportant ainsi que tous les autres contrats et documents s'y rattachant soient rédigés en langue anglaise.