

## DISCLOSURE BROCHURE

March 29, 2019

This brochure provides information about the qualifications and business practices of Stifel, Nicolaus & Company, Incorporated. This brochure focuses on our Advisory Consulting Services; we also offer wrap fee programs, which are covered in a separate brochure. If you have any questions about the contents of this brochure, please contact us at the address or telephone number provided below. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority. Additional information about Stifel, Nicolaus & Company, Incorporated is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration with the SEC does not imply a certain level of skill or training.

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## MATERIAL CHANGES

Since Stifel, Nicolaus & Company, Incorporated (“Stifel” or the “firm”)’s last update in March 2018, the firm has experienced the following changes which may be considered material:

- We updated the section “*Investment Restrictions*” to note that investment advisers with trading authority over client accounts may use their own trading systems to implement trades and, in such cases, may use a different reference point than Stifel in defining prohibited investment levels for social consciousness restrictions.
- We deleted all references to the Morningstar Program as we no longer offer the program.
- We deleted all references to the Score Program as we no longer offer the program. All portfolios that were previously available through the Score Program were merged into our flagship separately managed account program, the Opportunity Program, effective June 30, 2018. Similarly, we deleted all references to the Select Programs, as those programs were merged into other existing Stifel programs. All clients that were invested in these programs (or in portfolio offered through these programs) received prior notice of the merger (or, in certain limited circumstances, termination of the portfolios).
- We are re-introducing fee-based financial planning, which will be provided in our firm’s capacity as a registered investment adviser. Client should note that we provide various wealth planning services (including, but not limited to asset allocation and various goal-based planning) in our capacity as a registered broker-dealer, and do not charge a separate fee for those services. However, financial advisors who meet certain qualification requirements will be permitted to provide fee-based financial planning services. Fees for approved financial plans will due and payable in full upon delivery of the financial planning report; the implementation of any recommendations contained in the financial plan will be the client’s responsibility.
- In the section “*Other Information About the Programs – Processing Guidelines for Advisory Accounts*,” we have disclosed that the turnaround time for processing new advisory accounts or conversions between our advisory programs may require several days to complete, even under normal circumstances. Our firm will not be responsible for changes in market prices that occur between the time a client authorizes enrollment into an advisory program, and the eventual investment of the account in the selected strategy or program.
- We updated disclosures relating to terminations in the section “*Terminations; Refund of the Advisory Fee Upon Terminations*,” including that our firm acts in its capacity as a registered broker-dealer when processing liquidations to facilitate account transfers.
- We updated the section “*Fees and Compensation*” as follows:
  - We updated disclosures relating to “*Fee Household*” – as a reminder client can request to group multiple eligible accounts held at our firm into a fee household in order to qualify for lower fee tiers in a program. However, retirement accounts subject to ERISA cannot be grouped into a fee household with non-ERISA accounts. Clients are also directed to consult with their tax advisor for rules that may apply when fee house-holding IRAs and Keogh plans with non-retirement accounts.
  - In the section “*Other Excluded Fees and Expenses*,” we disclose that clients will be responsible for all fees and expenses associated with preparing and/or filing tax forms in connection with privately issued securities held in advisory accounts. Each client will also be separately responsible for any fees charged by third parties in connection with client’s account(s) or investment(s) (or fees charged by Stifel to pay such third parties); more detail about these fees is provided in the Stifel Account Agreement and Disclosure Booklet (available under the *Important Disclosures* section of our website at [www.stifel.com](http://www.stifel.com)).

- We updated our mutual fund share class disclosures in the section “*Certain Compensation in Addition to the Stifel Advisory Fee - Compensation from Funds*” relating to the mutual fund share classes made available in our investment advisory programs. In summary, we periodically review the share classes offered by mutual funds that we have determined to make available for purchase through our advisory programs in an effort to identify the lowest cost share class of each applicable fund for which our advisory accounts are eligible (the “Advisory Share Class”). Once identified, all new purchases of the fund’s shares are required to be in the designated Advisory Share Class of the fund; subject to mutual agreement by the applicable fund company, higher cost share classes in our advisory accounts (if any) are periodically converted to the Advisory Share Class. Clients should note that fund expenses can and will vary over time; therefore, while we endeavor to identify and designate the lowest cost share class for which our accounts are eligible as of the time of our review as the Advisory Share Class, a fund may introduce lower cost share classes without notice to us. Additionally, there may be cases where, for other business reasons, we designate an Advisory Share Class that is not the least expensive share class for the particular mutual fund. Clients should note that they may be able to obtain a less expensive share class at a different firm.

We do not expect to receive distribution (12b-1) fees with respect to Advisory Share Classes held in our accounts; however, to the extent received (such as, for example, if a fund’s lowest cost share class pays 12b-1 fees), we rebate those 12b-1 fees back to the applicable client account(s). We also receive certain other forms of compensation from fund companies and/or their affiliates, in the form of omnibus fees, networking fees, revenue sharing and marketing support payments fees. The amount of compensation received generally varies by fund, fund share class and/or fund company. Because the compensation received is generally based on fund shares purchased by Stifel clients, including in our advisory accounts, Clients should note that we have a financial incentive to make available to clients those share classes that provide us greater compensation, which, in many instances, would cause clients investing in those share classes to incur higher ongoing costs relative to other share classes made available by other funds or fund companies. This presents a conflict of interest, we address this conflict through the disclosures in this brochure of the compensation received (including, where available, the applicable ranges), as well as our fund share class selection procedures generally. Finally, clients should note that we do not allow the purchase of new mutual fund shares in our Vantage Programs – clients seeking a strategy that invests in mutual fund shares should review our other available advisory programs. Clients are directed to review this section in its entirety for an accurate understanding of our mutual fund share class selection processes, as well as the various forms of compensation that we may receive from mutual funds, exchange traded funds, closed-end funds, unit investment trusts and/or money market funds.

- We enhanced our disclosures relating to “*Compensation from Other Products,*” “*Training and Education Expense Contributions from Advisers*” and “*Float*”. Clients should carefully review each applicable section for details about the compensation. In general, clients should note that each type/form of compensation presents a conflict of interest for our firm and our financial advisors in providing advisory services to clients.
- We added new risk disclosures to the section “*Methods of Analysis, Investment Strategies, and Risk of Loss*” relating *Cash Balances* (which typically generate very low yield relative to the advisory fee); *Brokered Certificates of Deposit; Unrelated Business Taxable Income* (which may lead to additional expenses relating to tax filings for tax qualified accounts); and *Dividend Reinvestment* strategies (which typically lead to the holding fractional shares in the advisory account which Stifel is not able to liquidate in an agency capacity).
- The section “*Disciplinary Information*” was updated to disclose a recent settlement: In March 2019, Stifel, along with 78 other investment advisers who voluntarily participated in the SEC’s Share Class Selection Disclosure Initiative, consented to the entry of an Order Instituting Administrative and Cease-and-Desist Proceedings Pursuant to Sections 203(e) and 203(k) of the Investment Advisers Act of 1940, Making Findings, and Imposing Remedial Sanctions and a Cease-and-Desist Order (the “Order”) by the SEC instituted pursuant to Sections 203(e) and

203(k) of the Advisers Act without admitting or denying the findings therein except those related to jurisdiction and the subject matter of the proceedings. The Order entered against Stifel alleged that Stifel willfully violated Sections 206(2) and 207 of the Advisers Act as a result of its inadequate disclosure of conflicts of interest related to (a) the selection of mutual fund share classes that charged 12b-1 fees, which are recurring fees deducted from fund's assets, when an alternative share class was available that did not charge a 12b-1 fee, and (b) the receipt of 12b-1 fees in connection with these investments. The SEC did not impose a civil penalty against Stifel in recognition of the fact that Stifel self-reported the issue to the SEC. However, Stifel was censured and ordered to cease-and-desist from committing or causing any violations and future violations of Sections 206(2) and 207 of the Advisers Act, pay disgorgement and pre-judgment interest in the amount of \$6,037,175.98 to affected investors, and comply with several undertakings related to notifying affected investors of the terms of the Order.

- We enhanced disclosures about the conflicts of interest that we face in connection with loans issued by our affiliated banks and secured by assets held in clients' advisory accounts (*Credit Line Loans*). Clients should note that their financial advisors will most likely receive compensation from our affiliated bank(s) for referring clients to the bank for such loans. To the extent paid by the bank to our firm (and the financial advisor), the compensation is based on the outstanding principal balance of the loan, and is paid on a quarterly basis. This compensation presents a conflict of interest that provides an incentive for financial advisors to recommend that clients obtain a Credit Line Loan (or continue to maintain an outstanding balance), even where a client has sufficient funds elsewhere to finance the client's capital needs. Moreover, clients should note that, in the event of a maintenance call that requires a sell of any or all of the collateral securities for such loans, Stifel will act solely in its capacity as a broker-dealer and will seek to maximize its interest (and those of the Stifel affiliated banks), and will not prioritize a client's interest.
- We updated our ERISA Rule 408(b)(2) Disclosure Information for Qualified Retirement Plans, which is attached to our brochure. Clients who are qualified retirement plans should pay particular attention to this disclosure.

*Instead of providing an updated brochure each year to Clients, we generally provide this summary of material changes by April 30 of each year. **Because it is a summary, it does not contain all of the updates that were made to the brochure.** Please read the full brochure, which is available to Clients at no charge on our website at [www.stifel.com](http://www.stifel.com) under the section "Important Disclosures," or by contacting your Financial Advisor. Capitalized terms used in this section have the meanings assigned to them in the main body of this brochure.*

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## EXECUTIVE SUMMARY

### About Stifel, Nicolaus & Company, Incorporated

Stifel, Nicolaus & Company, Incorporated (“Stifel”) is a broker-dealer that has been registered with the SEC since 1936 and an investment adviser that has been registered with the SEC since May 7, 1975. Stifel is owned by Stifel Financial Corp., a publicly held company whose common stock trades under the symbol “SF.” Stifel is a leading full-service wealth management, investment advisory, broker-dealer, and investment banking firm, serving the investment and capital needs of clients. Stifel is a member of the Financial Industry Regulatory Authority (“FINRA”), the Securities Investor Protection Corporation (“SIPC”) and various exchanges. Information about Stifel’s qualifications, business practices, portfolio management techniques, and affiliates is accessible on our website at [www.stifel.com](http://www.stifel.com) as well as via publicly available filings with the SEC at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

In this brochure, the pronouns “we,” “our,” “us,” and similar words will refer to Stifel. The pronouns “you,” “your,” and similar words will refer to you as the Client. References to the singular throughout this brochure include the plural and vice versa. Capitalized terms shall have the meanings assigned to them in this brochure.

### Services We Provide

We offer both investment advisory (“Advisory”) and brokerage services to our Clients. For more information about our brokerage business, please refer to the “Brokerage Practices” section of this brochure and to the Stifel Account Agreement and Booklet, a copy of which is available under the “Important Disclosures” section of [www.stifel.com](http://www.stifel.com) (“Account Agreement and Booklet”). *It is important to understand that brokerage services are separate and distinct from Advisory services, and different laws, standards of care, and separate contracts with clients govern each. While there are similarities among brokerage and Advisory services, our firm’s contractual relationship with and legal duties to clients are subject to a number of important differences, depending on whether we are acting in a brokerage or Advisory capacity.*

## ADVISORY BUSINESS

### Types of Advisory Services Offered by Stifel

Our services include discretionary and non-discretionary Advisory services, which generally involve account and/or portfolio management, asset allocation and related services, and recommendation of, or assistance with the selection of, securities and/or third-party investment advisers (“Advisers”). Such Advisers include firms that are independent of our firm (“Independent Advisers”) as well as firms owned by our parent company, Stifel Financial Corp., or one of its subsidiaries (“Affiliated Advisers”).

We enter into written advisory agreements (each, an “Advisory Agreement”) with Clients acknowledging our Advisory relationship and disclosing our obligations when acting in an Advisory capacity to the Client. We provide Advisory services

to a variety of Clients, including individuals, corporations and other businesses, pension or profit sharing plans, employee benefit plans, trusts, estates, charitable organizations, state and municipal government entities, private funds, educational institutions, insurance companies, and banks or thrift institutions (“Clients”). We generally provide Advisory services through our investment advisory representatives (“Financial Advisors”), who determine the services that are most appropriate for Clients based on each Client’s stated individual investment goals and financial circumstances and other information provided by the Client. We may fulfill a Client’s wealth management needs by acting as broker-dealer, investment adviser, or both. Our Advisory services cover most types of debt and equity or equity-related securities of domestic and foreign companies, as well as national, state, and local government issuers, whether trading on an exchange or over-the-counter. In addition to stocks and fixed income securities, we may also recommend or invest Client assets in other types of investments, such as rights and warrants, securities, options, certificates of deposit (“CDs”), mutual funds and other open and closed-end funds, exchange traded products (“ETPs”), including exchange traded funds (“ETFs”), unit investment trusts (“UITs”), real estate investment trusts (“REITs”), American Depositary Receipts (“ADRs”), foreign ordinary shares, and publicly traded master limited partnerships (“MLPs”), private investment vehicles (including, but not limited to, hedge funds and private equity funds), and other investments deemed appropriate for our Clients.

Throughout this brochure and depending on the type of program referenced, the term “Portfolio Manager” shall refer to, as applicable, a) Stifel where it or your Financial Advisor, as agent for Stifel, provides discretionary portfolio management services and/or b) an Independent Adviser or Affiliated Adviser that provides discretionary portfolio management services, including those to whom Stifel has delegated discretionary authority as a sub-adviser.

### Assets Under Management

As of December 31, 2018, we had approximately \$42,405,807,086 of Client assets that were managed on a discretionary basis and \$32,243,248,584 in non-discretionary assets.

### Our Responsibilities as an Investment Adviser

When serving as an investment adviser to Clients in our Advisory programs (“Programs”), we are acting as a fiduciary and are held to the legal standards set forth in the Investment Advisers Act of 1940 (the “Advisers Act”), certain state laws, and common law standards applicable to fiduciaries as well as, where applicable obligations imposed under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or other relevant regulations for Advisory retirement accounts. Such standards include the duty of care, including the obligation to have a reasonable basis for believing that our investment recommendations are suitable and consistent with Client’s stated objectives and goals (including any restrictions placed on the account by the Client) and the duty of loyalty, including the obligation to provide Clients with full disclosure of material conflicts of interest. Our duties of care and loyalty differ depending on our Client relationship, authority, agreed services, and other factors, including whether we provide non-

discretionary versus discretionary services or when we provide episodic (e.g., financial planning) versus continuous advice. Our duty of care may be defined in our Client agreement, and our duty of loyalty may be modified or limited through Client disclosure and affirmative or implied Client consent by receiving and not objecting to the disclosure. Additional information about our fiduciary obligations, including some of the policies and procedures that we undertake to fulfill those obligations, is available throughout this brochure, including under the section entitled “Participation or Interest in Client Transactions.”

### **Investment Restrictions**

Subject to our review for reasonableness, Clients with Advisory accounts in our discretionary Programs or specific portfolios within those Programs (“Portfolios”) may impose restrictions on investing in specific securities or certain types of securities for such accounts by making such requests to us in writing. If we determine that the restrictions are reasonable and accept them, we and/or the Adviser you have selected will be responsible for implementing, and managing the account, consistent with the restrictions that you have imposed. It is important for you to understand that, if the restrictions are approved and imposed on your account, the performance of your account may differ (even significantly) from the performance of other accounts in the same Portfolio, without similar restrictions. You may request in writing that specific mutual funds or ETFs not be purchased in your discretionary Advisory account(s); *however, we cannot accommodate requests to restrict the underlying securities that may be purchased or sold by mutual funds, ETFs, private funds, or other collective investment vehicles in Advisory accounts.*

In discretionary Advisory Programs and as outlined in the applicable Advisory Agreement(s), in the event that mutual funds, ETFs, or categories of both are restricted, the portion of the account that would have been invested in such may be invested in cash equivalents or short-term fixed income instruments at our discretion. Investments in cash equivalents or short-term fixed income instruments pursuant to such restrictions may impact the performance of the account relative to other accounts that are fully invested.

We define and/or identify certain types of permissible account restrictions (e.g., prohibiting investments in particular industries or based on social consciousness) by reference to information provided by a third-party service provider using the provider’s proprietary methodologies, *which may change at any time without notice to Clients.* If a Client elects to impose such types of restrictions on a discretionary account, we will apply the restrictions based on our internal policies, by referencing the third-party service provider’s information. Advisers with trading responsibility over Client accounts may use their own trading systems and, as a result, use different reference points than Stifel in defining prohibited investment, activity or revenue levels for social consciousness restrictions.

## **ADVISORY PROGRAMS OFFERED BY STIFEL**

### **Wrap Fee Programs**

As set forth on the cover page, we offer various Advisory Programs to our Clients, including “wrap fee” Programs for which we are the sponsor and, in certain Programs, both the sponsor of the Program and Portfolio Manager for Portfolios within the Program. A “wrap fee” is an annual fee paid by the Client that is intended to cover applicable services to the account, including investment advice and, where applicable, may include portfolio management, trade execution, clearing, settlements, custody, administrative, and account reporting services provided by Stifel, as well as investment advice and/or portfolio management services provided by an Adviser to the Portfolio. To the extent that portfolio management or similar services for a Portfolio are provided by an Adviser, a portion of the wrap fee paid by the Client is paid to the Adviser for its services – please refer to the section “*Fees and Compensation*” below for additional details about our wrap fees (also called Advisory Account Fees).

The wrap fee Programs that we offer include the Opportunity, Spectrum, and Investment Management Consulting Programs, whereby an affiliated or unaffiliated investment adviser acts as your discretionary portfolio manager, or provides their model Portfolio to us for our implementation. Stifel also offers discretionary investment advisory services through the Solutions and Fundamentals. Our non-discretionary investment advisory wrap fee Programs include the Horizon and Connect Program (where Stifel recommends an Adviser with which you enter into a separate advisory agreement). Finally, under the Custom Advisory Portfolio Program, our firm retains limited discretionary trading authority over applicable client accounts whose Portfolios may be a combination of any of internal and/or external model Portfolios, mutual funds and/or ETFs.

Each of these Wrap Programs is further described in the Stifel Wrap Fee Programs Brochure which is available to you, for free, upon request.

### **Other Advisory Programs**

We also offer Advisory services to Clients under a number of other Programs set forth below. Clients may select from the following other Advisory Programs as appropriate for their needs:

### **Stifel Vantage Program**

Our Vantage Program (“Vantage”) offers discretionary account management by certain Stifel Financial Advisors who are approved to participate in the Vantage Program.

Once a Client has established his/her investment objectives, goals, risk tolerance, and an overall asset allocation, the Financial Advisor will assist the Client in selecting an

appropriate strategy for all or part of the Client's asset allocation in the Vantage account. To implement a Client's investment objectives and risk tolerance, a Financial Advisor may utilize fundamental, qualitative, quantitative and/or technical research published by Stifel or another source. Financial Advisors may also employ short-term purchases and/or limited options trading, provided such strategies are suitable and appropriate for the Client and, as applicable, approved for the account. However, Financial Advisors' strategies will differ, and a Financial Advisor may utilize multiple strategies and/or may customize a strategy to fit particular Clients' situations. As such, the performance of Vantage accounts managed by any one Financial Advisor will differ (at times, materially) from similarly situated Clients of other Financial Advisors.

Subject to such limitations as we may impose from time to time, Financial Advisors invest in various kinds of equity and fixed income securities. Each Client is encouraged to discuss and review with the applicable Financial Advisor how the account will be managed and the types of investments to be made, as well as the risks that will be applicable to the Client's Vantage account. As with our other discretionary Programs, Clients may impose reasonable restrictions on investing in specific securities or certain types of securities.

**Vantage Commission Schedule:** Clients in the Vantage Program pay transaction-based charges (commissions) for the services provided by their Financial Advisor. Commissions are charged based on our standard commission schedule (subject to negotiation in certain circumstances) for brokerage transactions.

The Vantage Program is not available to IRAs or retirement accounts subject to ERISA.

### **Conflicts of Interest**

*It is important to understand that, due to the commission-based structure of the Vantage Program, Stifel and/or your Financial Advisors has a conflict of interest with respect to transactions implemented in any Vantage account due to the fact that the Financial Advisor's compensation rises as more transactions are implemented in the account (conversely, the Financial Advisor is not paid if no transactions are implemented in the account). Clients should carefully consider whether a Vantage account is appropriate for their investment objectives, risk tolerance, time horizon and investment experience. While we do not consider the appropriateness of the Vantage Program for a Client solely based on a comparison to wrap-fee programs, the Vantage Program may not be suitable for Clients with a projected high level of trading activity where the transaction costs are expected to exceed those that would otherwise be charged under a discretionary Wrap Program. We highly encourage Clients to review all available options at Stifel with their Financial Advisor(s).*

advice for assets held at a custodian other than Stifel. Clients that may benefit from a Summit relationship include (but are not limited to): municipalities, endowments, foundations, corporations, high net worth individuals, and sponsors and/or trustees of qualified retirement plans subject to the ERISA.

Non-discretionary investment services offered may include, for example: assisting Clients in the preparation of an investment policy statement; analysis of asset allocation and style consistency; advice regarding use of third-party investment managers; evaluation of investment risk and performance; and recommendations on the purchase and sale of individual investment vehicles including stocks, bonds, mutual funds, UITs, ETFs, closed-end funds, options, alternative investments, and/or insurance products. Our Financial Advisors provide investment advice to Clients in accordance with each Client's stated investment objectives, risk tolerance, time horizon, and investment experience. In each case, Clients are solely responsible for implementing any non-discretionary advice provided by the Financial Advisor(s).

From time to time, we may approve arrangements under which our Financial Advisors provide discretionary investment management services with respect to Client assets held at other financial institutions through the Summit Program. In such event, the Client (not Stifel or the Financial Advisor) determines the specific qualified independent custodian to be used. While our Financial Advisors may direct the trades, the independent qualified custodian or other broker-dealers will provide brokerage execution. The Client (not Stifel) is solely responsible for all brokerage and custodial charges imposed by Client's independent qualified custodian.

*Clients who elect to hold their assets at other institutions should be aware that, through our Wrap Programs, Clients can pay a wrap fee for investment management, execution and custodial services through Stifel. These Wrap Programs may be a cheaper alternative to Clients than using the Summit Program on a discretionary basis; we highly encourage Clients to review all available options with their Financial Advisor(s).*

**Summit Fee Schedule:** Our fee for services provided under the Summit Program may be at the annual rate of up to 1.35% of the total value of investments on which advice is provided, subject to a minimum annual fee of \$5,000 (which minimum may be waived at our sole discretion). Clients may be able to negotiate lower fees with their Financial Advisor. In certain circumstances, the Financial Advisor may negotiate a flat dollar fee arrangement with the Client, which may in quarterly, semi-annual or annual installments.

The initial fee is calculated based on the *account's most recent account statement*, quarterly or otherwise. The fee is billed quarterly, typically in advance although some relationships may bill in arrears.

## **Stifel Summit Program**

Our Summit Program ("Summit") allows Stifel Financial Advisors the ability to serve Clients who are seeking investment

## FEE-BASED FINANCIAL PLANNING

Wealth planning services are generally provided at no charge as a service incidental to our brokerage relationship with Clients. However, Financial Advisors who meet certain qualification requirements are permitted to provide fee-based financial planning services. Fees for financial planning services are negotiable, and a Client may pay more or less than seemingly similarly situated Clients, based on a number of factors, including the size and scope of the Client relationship, the nature and amount of Client assets, and the complexity of the Client's financial circumstances. Clients who receive fee-based financial planning services should understand that they can receive the same services free of charge as part of their brokerage relationship.

Fees are assessed and become due upon delivery of the financial planning report. Fees for financial planning services are considered earned when paid, and do not cover any other services, accounts or products. The implementation of any recommendations contained in the financial plan is the responsibility of the Client. Clients will separately pay the fees and expenses associated with the implementation of the financial plan, including the Stifel Fee and any other fees and expenses associated with the Programs, and such fees and expenses will not be reduced or offset by the cost of the financial planning services. Unless otherwise agreed in writing, our financial planning services are complete upon the delivery of the financial plan, and we are not obligated to update any financial plan or other analysis provided, or to monitor a Client's progress toward an investment or other financial planning goal.

## OTHER INFORMATION ABOUT THE PROGRAMS

As discussed above, we enter into written Advisory Agreements you acknowledging our Advisory relationship, disclosing our obligations when acting in an Advisory capacity, and describing the roles and responsibilities of each party.

### Processing Guidelines for Advisory Accounts

As set forth in our Advisory Agreements, our Advisory relationship with you begins after we have accepted a fully executed Advisory Agreement (referred to as the "effective date" in the Advisory Agreements). In general, this occurs after (i) your Financial Advisor has submitted all required account opening documentation through the appropriate channels (typically through our account opening systems); (ii) all required internal approvals have been documented and submitted; (iii) our processing personnel have confirmed that the account documentation is in good form (for example, Client signatures are generally required to be dated within 60 days of submission); (iv) your account is funded with no less than the minimum amount required for the particular Program in which you are seeking to invest; and (v) the account has been coded as an Advisory account in our recordkeeping systems.

Processing times may vary due to a number of factors, including (but not limited to) the volume of new Advisory accounts being processed, whether additional verification activities are needed,

etc. If an account enrolling into a discretionary program has been funded (in whole or in part) with securities, additional processing time will be required to liquidate the legacy positions in order to generate the funds needed to purchase Portfolio securities. We consider your decision to enroll the account as direction to us, in our capacity as a broker-dealer, to sell current positions in the account at market prices. Although effected as brokerage transactions, we do not charge commissions for such liquidating transactions in connection with our Wrap Programs. Where necessary, we may liquidate those positions by purchasing the securities into our inventory. We strive to liquidate legacy positions being used to fund discretionary Advisory accounts as promptly as possible; however, there is no assurance that we will be able to effect the necessary liquidations on the same day as the submission or that the execution prices achieved will be as favorable as could have been achieved if the positions were liquidated over time. Finally, even after our firm has completed its review of an account's eligibility for a particular Program or Portfolio, additional delays may still occur if the account is to be traded by an Adviser, as Advisers may require additional time to review Client profiles, proposed investment restrictions (if any), and any other special instructions prior to determining whether to accept an account into their Portfolios.

In general, you should note that the turnaround time for processing new Advisory accounts or conversions between Programs or Portfolios may require several business days to complete, even under normal market conditions. ***Neither Stifel nor any Adviser is responsible for changes in market prices that occur between the time you execute Advisory account documentation (or otherwise authorize enrollment into a Program or Portfolio) and the eventual investment of the account in the selected strategy.***

## MANAGEMENT AND ADVISORY SERVICES TO PRIVATE FUNDS

Our firm serves as investment adviser to a series of private investment funds called the Cardinal Advisor Series Funds ("CAS Funds"). For all CAS Funds except the CAS Multi-Manager International Equity Fund (the "CAS Multi-Manager Fund"), we have delegated our investment discretion and portfolio management responsibilities to unaffiliated asset managers (the "CAS Managers"). Further information on the process for selecting and evaluating CAS Managers can be found in the "Portfolio Manager Selection and Evaluation" section of this brochure. For the CAS Multi-Manager Fund, we invest the fund's assets in other CAS Funds as well as certain other products.

Our firm also serves as investment adviser to other private investment funds ("Other Private Funds" and together with the CAS Funds, the "Private Funds"), each of which invests in underlying private funds, including hedge funds and private equity funds ("Underlying Funds) managed by unaffiliated investment advisers. Further information on the process for selecting the Underlying Funds for these Other Private Funds

can be found in the “Portfolio Manager Selection and Evaluation” section of this brochure.

In each such case, the applicable Financial Advisor will consider a Client’s eligibility to invest in the Private Funds based on a review of the Client’s stated investment objectives, goals, and limitations, and a comparison of the same to the Private Fund’s stated objectives and other limitations. At a minimum, investors in each Private Fund must be “accredited investors” within meaning of the federal securities laws; provided, however, that depending on the requirements of the Underlying Fund(s) in which a particular Private Fund invests, we may require that Clients seeking to invest in that Private Fund meet the “qualified purchaser” standard of the federal securities laws. Interested Clients should refer to the applicable Private Fund’s offering documents for a discussion of the definition of these investor standards.

Each Private Fund’s investment objectives are set forth in its offering documents; a Client that invests in a Private Fund may not impose restrictions on the investments to be made by such Private Fund.

Please refer to the section “Fees and Compensation – Private Fund Management Fee” below for a discussion of our remuneration in connection with the Private Funds.

## FEES AND COMPENSATION

### How We Charge For Advisory Services Covered in This Brochure

Except with respect to the Vantage Program and certain Private Funds as discussed below, Clients generally pay an annual Advisory fee based on a percentage of assets (the “Advisory Account Fee,” the “fee,” or the “Advisory fee”). The Advisory Account Fee consists of—(i) a fee for the services provided by Stifel (referred to as the “Stifel Fee” or “Stifel Advisory Fee”) and, if applicable, (ii) a fee for the portfolio management services with respect to each Portfolio in which a Client’s Advisory account is invested (the “Product Fee(s”).

For Portfolios with no Product Fee (such as for the Summit Program), the Stifel Fee constitutes the entire Advisory Account Fee. If applicable, the fee rate set forth in our brochures with respect to each Advisory Program represents the maximum rate that may be charged for the Program. The actual fee paid by any Client for an Advisory account is set forth on the fee schedule(s) to the Advisory Agreement between Stifel and the Client for that account. Clients can generally negotiate the Stifel Fee with their Financial Advisor, subject in certain cases to final approval from Stifel (e.g., if the proposed fee is below certain ranges). Factors that Financial Advisors may consider in setting the Stifel Fee for a particular Client include (but are not limited to) the nature and size of the overall client relationship; the Client’s particular advice requirements and product preferences, and/or the level, type and frequency of advisory and other services expected to be provided to the Client under the relationship.

Clients that negotiate fees with different tiers, including flat fees, may end up paying a higher fee than as set forth in our brochures as a result of fluctuations in the amount of the Client’s assets under management and account performance.

There are certain other fee schedules that are no longer offered to new Clients or are only offered to a limited number of Clients, depending on their individual circumstances. There are also other fee schedules that may apply to certain strategies in the Programs offered at Stifel.

Any increase in the Advisory Account Fee will be agreed upon , in writing or, if allowable under the applicable Advisory Agreement with you, upon prior written notice to you. We may, however, determine to lower any portion of the Advisory Account Fee at any time, without notice to you.

### Calculation of Advisory Account Fees

The Advisory Account Fee is generally due quarterly, in either advance or arrears, depending on the Program and the specific Advisory Agreement. In limited circumstances, for the Summit Program, we may agree to a monthly or semi-monthly billing schedule. The initial Advisory Account Fee for an account is typically charged in full as of the effective date of the Advisory relationship relating to that account (see the discussion under **Processing Guidelines for Advisory Accounts** above), in each case based on the account’s opening market value. In calculating the annual Advisory Account Fee (or any partial period thereof), we assume a 360-day annual period. For the initial fee, the period for which the Advisory Account Fee relates is the effective date through the last day of the calendar quarter in which the account is opened and is prorated accordingly. Thereafter, the Advisory Account Fee is based on the account’s closing market value on the last business day of the previous calendar quarter. The Advisory Account Fee is generally due on the business day following the assessment day.

In valuing assets in Client accounts held at our firm, we rely on publicly recorded information, use various vendor systems that we have reviewed and reasonably believe to be reliable, and/or rely on valuations provided by the entities holding assets and/or accounts that are part of a Client’s Advisory relationship with us (such as, for example, administrators or other service providers to hedge funds or other private funds in which our clients are investors or other brokerage firms, banks or other entities serving as qualified custodians of our client assets). For assets held at Stifel, if prices are unavailable, we determine prices in good faith to reflect an understanding of the assets’ fair market value. Once the Advisory Account Fee is assessed, we do not adjust it for fluctuations in value during the quarter due to market conditions. However, *with respect to accounts held at Stifel*, we will charge a prorated fee on additional contributions made during a quarter and/or issue a rebate to a Client for withdrawals from the Client account, to the extent such additions or withdrawals are valued at more than \$25,000 and would generate a prorated quarterly fee or rebate of more than \$25. In each case, the fee addition and/or rebate will be calculated based on the number of calendar days remaining in the quarter. We may, in our sole discretion, make changes to these thresholds at any time, without notice to Clients. *In certain limited circumstances (such as with respect to accounts subject to a flat-*

*fee arrangements, or accounts held with other custodians, etc.), we will neither charge a prorated fee on intra-quarter contributions nor provide a rebate on intra-quarter withdrawals from the Account.*

### **Fee Householding**

You may request to household your eligible fee-based Advisory accounts *held at our firm* (that is, combine multiple eligible Advisory accounts for purposes of calculating the Advisory Account Fee in order to qualify for available lower fee tiers in each Program). Fee householding can result in lower overall fees if the aggregate household value is high enough to qualify for lower fee tiers in the applicable Programs. You can fee household eligible Advisory accounts across multiple Programs. *You should note, however, that it is your responsibility, not Stifel's, to determine whether you have multiple eligible Advisory accounts that could be house-held and potentially result in lower overall fees to you.* You should also note that special tax rules apply to the inclusion of IRAs and Keogh plans in a household (you should contact your tax advisor for more information), and that Stifel will **not** accept requests to combine retirement accounts subject to ERISA with non-retirement accounts into a single fee household. *Finally, you should note that in cases where your assets are held with other custodians, due to expected lag times in receiving account information from such unaffiliated custodians for billing purposes, it may be impracticable to household these accounts with accounts held at Stifel.* You should contact your Financial Advisor(s) for more detailed information about householding fee-based Advisory accounts, including whether your accounts are eligible to be grouped into a fee household for this purpose.

### **Assets Held With Other Custodians**

For the Summit Program, your assets are held with other custodians that you select, most of which are independent of our firm. Similarly, you may elect to hold your assets for accounts enrolled in our wrap-fee Advisory Programs at other custodial firms. We generally require that such other custodian be “qualified” within meaning of the Advisers Act.

In cases where your assets are held by other custodians, the other custodian determines the value of your account assets, and our firm uses the values provided by the custodian to determine the dollar value of the Advisory Account Fees that you owe in accordance the Advisory Agreement. In cases where assets are held by other custodians, we will require you provide us with duplicate copies of account/custodial statements (preferably directly from the custodian). We do not independently verify the values in such account/custodial statements. ***You should understand that we reserve the right to terminate the agreement if you consistently fail to promptly provide us with updated account statements on which to base our fees.***

Alternatively, you may (with our agreement and the custodian's) direct your qualified custodian or administrator to calculate the fee, and to pay the fee directly to us on a quarterly basis. If you elect to have your custodian calculate the fee, you should understand that we will present the terms of the fees (i.e., the applicable annual percentage fee) to the custodian, and the custodian will be responsible for determining the total value of your account and, thereafter, the dollar value of the fee due to

our firm. In such cases, we will require you to agree to direct the custodian to provide us (upon request) the basis of the calculation (which may be in the form of duplicate account statements). ***You should carefully review the other custodian's or administrator's calculations and confirm the fees deducted for Stifel's services from the account by the custodian or administrator are consistent with the terms of our Advisory Agreement with you. You are strongly encouraged to promptly notify us in the event of any discrepancies.***

### **Deduction of Advisory Fees**

Unless we agree otherwise, the Advisory Account Fee is automatically deducted each quarter from available cash or cash equivalents, including money market funds, in your Advisory account held at Stifel on the billing date. Per the direction in our Advisory Agreements with you, if your account is held at Stifel, where necessary, we rebalance or liquidate sufficient securities in your account at Stifel to generate sufficient funds to cover the fee in the following order: first, we liquidate mutual fund positions, followed by equities securities (including ETFs), unit investment trusts, corporate bonds, municipal bonds, and any other securities. You should note that incidental, special, or indirect damages (including, but not limited to, lost profits, trading losses, or tax consequences) may be incurred in the account as a result of such rebalance or liquidation to pay for fees. You (not Stifel) are responsible for any such damages or losses.

In addition, subject to agreement between us, other permissible fee payment options may include:

- **Letter of Authorization (“LOA”):** Pursuant to an LOA, the Advisory Account Fee may be deducted from a separate Stifel account of the same Client on the billing date each quarter. If the designated account has insufficient funds, we reserve the right to automatically debit the Advisory account to collect the amount due.
- **Invoicing:** In certain cases (such as where the account is held at another custodian), Clients may request to receive an invoice on the billing date each quarter and agree to remit the fee payment promptly. If the fee payment is not received within a reasonable time, we reserve the right to automatically debit the Advisory account to collect the amount due. If the fee payment is debited from a qualified plan and funds are received thereafter, the receivable shall be considered a contribution.

As set forth above, your custodian may calculate and remit the fee on your held-away account, based on the fee terms set forth in our Advisory Agreement with you. In each case, we require each Client to establish a Stifel billing account for the sole purpose of processing fees. These fees are separate and independent from any other charges that may be imposed by the independent custodian and/or executing brokers used in connection with Client's accounts.

### **Terminations; Refund of Fees Upon Termination**

**Accounts Billed in Advance:** In the event of a termination, Clients generally will receive a pro rata refund of any pre-paid

quarterly fee based upon the number of days remaining in the quarter of termination. However, we reserve the right to retain pre-paid quarterly fees if the Advisory Agreement is terminated at any time within the first quarter of the first year of service (for example, where a Client opens an Advisory account, executes multiple trades at no transaction costs, then seeks to close the Advisory account before the end of the calendar quarter). If you provide liquidation instructions at the same time as your termination request, we will liquidate those positions at no additional cost to you as part of terminating any fee-based account from the Advisory relationship. However, any liquidations processed **after** your account has been fully terminated from an Advisory Program and converted into a regular brokerage arrangement will be subject to customary transaction fees. We will treat the receipt of any account transfer instructions from you as termination of your Advisory relationship with us with respect to that account (once we have received notice and have had reasonable time to act on the notice). Any liquidations to facilitate the transfer of your account to another institution will be undertaken in our capacity as a registered broker-dealer. Termination instructions are processed as promptly as possible following receipt by our processing staff; however, you should note that certain Advisers (particularly Advisers with complex strategies and/or securities with limited liquidity) require advance notice of termination. You should review each applicable Adviser's disclosure brochure for applicable information.

*Accounts Billed in Arrears:* Where Advisory Account Fees are billed in arrears, no refunds are necessary when a Client terminates an account; however, a Client will be billed for any earned but unpaid fees as of the termination date.

***Compensation in Connection With the Termination of a Client's Account Relationship With Stifel.*** Although we do not charge additional fees in connection with the termination of a Client's Advisory Agreement, if the Client elects to distribute or transfer all of the assets of an account held at our firm to another financial institution, the Client will be charged a \$100 account transfer fee.

#### ***Unsupervised Assets***

If a Client's account includes "unsupervised assets" that are excluded from billing (which may include but are not limited to positions in our parent company stock, Stifel Financial Corp. (SF), or other assets that are deemed ineligible for the Program in which the account is enrolled but are permitted to be held in the account as an accommodation to the Client), Clients should note that any such unsupervised assets are not considered part of our Advisory relationship. Our firm specifically disclaims any fiduciary obligations with respect to unsupervised assets held in a Client's Advisory account. This means that we do not undertake to monitor any such assets even though they are held in the Advisory account. The unsupervised assets are held in the account at Client's direct and solely as an accommodation to the Client. Clients can request a list of the unsupervised assets held in their accounts at any time, without charge, from their Financial Advisor.

#### **Transaction-Based Charges (Commissions)**

Clients in the Programs included in this brochure pay transaction based commissions either to (i) Stifel (in the case of the Vantage Program) in lieu of an Advisory Account Fee for all transactions executed through Stifel, or (ii) the separate custodian holding the Client's assets or other executing broker-dealer effecting transactions for the Client account. Where Stifel is providing trade execution services, Clients should refer to the "Brokerage Practices" section for more details about Stifel's execution services.

#### **Other Fees and Expenses Not Included in the Advisory Account Fee**

In addition to the Advisory Account Fee, Clients will also be responsible for and separately bear the cost of (i) any fees or expenses assessed to their investments or account by third parties (or by Stifel in order to pay such third parties), and (ii) other fees and expenses set forth below:

- Brokerage commissions, markups, markdowns, spreads, and odd-lot differentials on transactions effected through or with a broker and/or dealer other than Stifel (that is, costs relating to trades away from our firm).
- All account fees, costs, and expenses, including (but not limited to) custody and/or account maintenance fees charged by Client's custodian or other party in connection with maintaining Client's assets outside of Stifel.
- Unless specified otherwise in the applicable Advisory Agreement, all fees and expenses relating to any third-party manager managing any part of Client's Summit Program assets (whether or not such third-party manager was recommended by our Financial Advisor).
- To the extent allowed in an account, markups and markdowns on agency cross trades or principal transactions effected by any Investment Manager through or with us (prices at which securities are purchased in principal transactions from other dealers and executed by us acting as agent will be computed by other dealers in the customary manner based on the prevailing inter-dealer market price).
- Any interest expense charged to the account (or to related accounts in connection with the account's assets), including, but not limited to, margin interest charged with respect to any direct or cross-collateralized margin loans).
- The entire public offering price (including underwriting commissions or discounts) on securities purchased from an underwriter or dealer (excluding our firm) involved in a distribution of securities.
- Exchange fees, transfer or other taxes, and other fees required by law, including (but not limited to), taxes or fees imposed by any foreign entity in connection with securities transactions in the account.
- Account, third-party administration, and/or termination fees associated with external qualified retirement plans (including IRAs).
- "Pass-through fees" charged by third parties with respect to any securities relating to the portfolio, including, but not limited to,

pass-through fees charged (including any wire charges or conversion fees) in connection with ADRs by the sponsors of such ADRs as custody-related expenses.

- Wire transfer fees (including those associated with alternative investment transactions).
- Fees or expenses related to trading in foreign securities (other than commissions otherwise payable to Stifel).
- Fees, charges, or other costs and expenses related to collective investment vehicles, such as closed-end funds, mutual funds, ETFs, index funds, investment trusts, REITs, or other investment vehicles, such as private funds (including, but not limited to, annual operating expenses, portfolio management, distribution and marketing, early redemption fees, or similar fees, in each case as outlined in the individual fund prospectus, private offering memorandum, or similar document).
- Fees or expenses associated with preparing and/or filing tax forms in connection with privately-issued securities (including, but not limited to Form 990T for IRAs).
- Any other costs associated with products or services not specifically included in the services described in the applicable Advisory Agreement, but set forth in the Account Agreement and Booklet.

If applicable, you will be separately charged said fees, charges, and expenses in addition to the Advisory Account Fee. If an investment product purchased for the benefit of your account is offered by a prospectus or other offering document, you should review the information about the related fees, charges, and expenses set forth in such prospectus or other offering document.

***Each Client should carefully consider the overall cost when selecting a Program or Portfolio.***

#### ***Private Fund Management Fees***

We generally receive a management or advisory fee from each Private Fund based on the net asset value of such Private Fund, as described in its offering documents. Each investor is responsible for its pro rata share of the fee. The management fee is deducted and paid quarterly, in advance or in arrears, as specified in each Private Fund's offering documents. The amount of the management fee varies by Private Fund and may also vary by class of interest within a particular Private Fund. Additionally, in our capacity as investment adviser to the Private Funds, we may (in our sole discretion) waive, rebate, reduce, or calculate differently all or a portion of the management fee attributable to any investor in a Private Fund, particularly for investors that hold such Private Fund shares in accounts enrolled in our Advisory Programs. If a Client invests in a Private Fund as part of any of our other Advisory Programs (e.g., the Horizon Program or other wrap fee Programs), either (i) the Private Fund position is excluded from the billable value of the Advisory account, or (ii) the Private Fund position is included in the billable value of the account; however, as an investor in the Private Fund, the Client will pay no management fee or a reduced management fee intended to approximate the annual fee rate payable by the Private Fund to the Fund Manager for its

services. **Because Advisory Account Fees are negotiable between Stifel and the applicable Client, to the extent that a Client does not pay Private Fund-level fees but instead pays an Advisory Account Fee attributable to the Private Fund's shares held in the Client's Advisory account, the Client may pay more or less than other investors in the Private Fund for Stifel's services to such Private Fund.**

#### **Compensation to Financial Advisors**

We remit a percentage ("Payout Rate") of the Stifel Advisory Fees or, if applicable, commissions that we receive from Clients to our Financial Advisors. Payout Rates generally range from 25% to 50%; the applicable percentage paid to your Financial Advisor will depend on your Financial Advisor's employment agreement and arrangements with us, as well as the total amount of revenue your Financial Advisor generates from all clients (including brokerage clients). This percentage may be increased prospectively, depending on the total revenue the Financial Advisor has generated.

Some Financial Advisors are eligible for special incentive compensation and other benefits based on client assets (including assets held in Advisory accounts) and the total revenue generated (including the Stifel Fees and other applicable compensation). These incentives and benefits can be in the form of recruitment and/or retention bonuses, and forgivable loans. These incentives and benefits generally increase as a Financial Advisor brings more client assets to Stifel, and generates more revenue for Stifel.

Financial Advisors are also eligible to receive other benefits based on the revenue the Financial Advisor generates from sales of products and/or services to clients (including Advisory services). These benefits include recognition levels that confer a variety of benefits, conferences (e.g., for education, networking, training, and personal and professional development), and other noncash compensation that generally increase in value as the revenue the Financial Advisor generates increases. Such benefits also include equity awards from our parent company, Stifel Financial Corp. (SF) and payments that can be in the form of repayable or forgivable loans (e.g., for retention purposes or to assist a Financial Advisor to grow his or her securities practice). These benefits can create an incentive for a Financial Advisor to recommend certain transactions, products and services over others in order to obtain the benefits.

Some of our Financial Advisors also serve as branch managers or in other positions with supervisory responsibility over other Financial Advisors in the branches in which they are located. In such cases, we also compensate them for their supervisory activities, based on revenues generated by Financial Advisors in the branch office. When a supervisor is compensated based on sales of the person he or she is supervising, the supervisor has an incentive to allow and/or encourage the supervised person to recommend investments that generate greater compensation for the supervised person and, thereby, the supervisor. The particular compensation arrangements between a Financial Advisor and his or her branch manager or other supervisor also can create incentives for the Financial Advisor to recommend transactions, investment products and services that generate

greater amounts of revenue for us, the branch manager and the Financial Advisor.

*In general, Clients should note that their Financial Advisor's compensation creates a potential material conflict of interest for the Financial Advisor to provide Clients with recommendations and advice that result in his or her receipt of greater compensation and benefits.*

#### **Certain Compensation in Addition to the Stifel Advisory Fee or Direct Commissions**

Stifel, our Financial Advisors, and our affiliates may, from time to time, receive additional compensation from third parties in connection with certain types of assets in which your accounts are invested, as discussed in more detail below. To the extent received in connection with Advisory accounts, this compensation is in addition to the Advisory fee (or in the case of Vantage account, to the direct commissions) that you pay to us for our Advisory services. **The receipt of such additional compensation presents a conflict of interest for us as it creates an incentive for our Financial Advisors to recommend investment products based on the additional compensation received from third parties rather than solely based on your investment needs. You have the option to purchase investment products that we recommend through brokers who are not affiliated with us.**

#### ***Compensation From Funds***

If you invest in mutual funds, ETFs, closed-end funds, UITs and/or money market funds (collectively, referred to as "Funds"), you will bear your proportionate share of each Fund's fees and expenses, including, but not limited to, investment management fees and performance-based compensation paid to the Fund's investment adviser, fees paid to service providers, transaction costs, and other operating costs. Each Fund's fees and expenses are included in the price of a Fund's shares, are described in the Fund's prospectus or other offering document, and are in addition to the Advisory fee you pay in the Programs.

When structuring the Programs, we determine the Funds that will be made available in the Programs. Funds typically offer multiple share classes, each with different levels of fees and expenses. The share classes of Funds available through the Programs may not necessarily be the least expensive share classes, and will depend on our agreement with the Fund companies and their affiliates. Other Funds and share classes may have different charges, fees, and expenses, which may be lower than the charges, fees, and expenses of the Funds and share classes we make available through our Programs. For example, there may a share class of a Fund available through our Programs that does not include the additional compensation discussed below. These other Funds and share classes may be available through other financial intermediaries, or directly from the Funds themselves. Because each share class of a Fund with multiple share classes generally invests in the same portfolio of assets, an investor who holds a less-expensive share class of the Fund will pay lower fees and expenses over time – and earn higher investment returns – than an investor who holds a more-expensive share class of the same Fund.

We generally strive to invest client assets in the least expensive share class, interest, or CUSIP that is made available to our firm and for which our Advisory accounts are eligible (for this purpose, such share class, interest, or CUSIP will be referred to as "advisory" share classes). For example, we have entered into agreements with various Funds pursuant to which we have access to "advisory" share classes of such Funds and are able to convert "non-advisory" share classes into an "advisory" share class. However, certain Funds may not offer multiple share classes, or may not allow us to make the "advisory" share class available to certain Programs (e.g., in our Vantage Program). Moreover, we may allow a limited universe of legacy "non-advisory" share classes to be held in some of Advisory accounts for a period, pending a conversion into the appropriate "advisory" share class. In addition, Funds may offer new share classes with lower fees or expenses or change the investment minimums or other restrictions for certain share classes. Where this occurs, we will determine, at our own discretion, whether and in what manner to offer those share classes in the Programs. With respect to the Vantage Program, when you purchase shares of a Fund, the shares are typically in a class that is subject to a front-end sales load that is deducted from your investment. The Fund pays us all or part of this sales load (as a commission) to compensate us for our selling activities with respect to the transaction. We have generally restricted the purchase of Fund shares in our Vantage Programs – Clients seeking Portfolios investing in Fund shares are directed to our Wrap Programs.

We consider various factors, including our costs to operate the Programs and compensation we receive from Fund companies and/or their affiliates, in deciding which Funds and share classes to make available in the Programs. You should expect that we will receive certain payments from Fund companies and/or their affiliates in connection with your investment in a Fund, and that amounts we receive will depend on the share class, interest, or CUSIP you hold. The additional compensation varies between Funds, poses a conflict of interest, and can influence the selection of Funds and share classes we make available through the Programs. We seek to address this conflict of interest by disclosing it to you, as well as through our policies designed to ensure that the fees we charge are fair and reasonable. If we did not receive this additional compensation, you should expect that we would charge higher fees or other amounts to you for the services we provide. In addition, we are not obligated to negotiate more favorable terms with Funds or, except as otherwise described below, to rebate any portion of the additional compensation we receive. You should carefully consider this compensation in addition to the Advisory fee you pay in the Programs, when evaluating the reasonability of our fees and the total compensation we receive for providing you these Advisory services.

In each of our Programs, you should expect that we will receive various fees and compensation with respect to your investments in Fund shares, including (but not limited to):

- (i) *Omnibus Fees:* A number of Fund companies and/or their affiliates compensate us for providing record-keeping and related services associated with Fund shares held in client accounts (both brokerage and Advisory). Our firm processes some fund transactions with Fund companies on

an “omnibus” basis, which means we consolidate our clients’ trades into one daily trade with the Fund, and therefore maintain all pertinent individual shareholder information for the Fund. The compensation for these services is commonly referred to as “omnibus fees.” For traditional omnibus trades, we receive omnibus fees that typically range from 2 basis points (bps) to 15 bps or \$8.00 to \$19.00 per position per year. For super-omnibus trades (i.e., those involving trades for multiple Programs), we receive a blended rate that is typically around 23 bps for no-transaction fee Funds and 4.5 bps for transaction fee Funds. Not all Fund companies pay omnibus fees, and the omnibus fees that we receive vary by Fund company, by Fund and by share class. Any omnibus payments paid to our firm are paid from investor assets in the Funds, but in some cases may be subsidized in part by affiliates or the distributor of the Funds. Where we receive omnibus fees from a Fund company or its affiliates, we generally receive omnibus fees with respect to all share classes of the Fund held by our clients, including (for example) share classes held in our Vantage Program and “advisory” share classes held in our Wrap Programs, but not necessarily in the same amounts. We do not require our Financial Advisors to recommend Funds that pay us omnibus fees; additionally, to mitigate the conflict as to Fund and share class recommendations, we do not share any omnibus fees received with respect to Funds with our Financial Advisors. Moreover, we rebate omnibus fees received in connection with Fund shares held in fee-based retirement accounts. To the extent received in connection with Advisory non-retirement accounts, omnibus payments are in addition to the Stifel Fee (or, in the case of the Vantage Program, commissions) that we earn directly from the relevant Clients invested in those Funds.

(ii) *Networking Fees.* Fund companies that are not traded omnibus are traded on a networked basis, which means our firm submits a separate trade for each individual client to the Fund companies and therefore maintains certain elements of the shareholder information. Such Fund companies and/or their affiliates may compensate us for maintaining shareholder information, which the Fund companies would otherwise be required to maintain themselves. We receive networking fees that typically range from \$5.00 to \$12.00 per position per year. Not all Fund companies pay networking fees, and networking fees that we receive vary by Fund company, by Fund and by share class. Any networking fees that Fund companies pay to us are deducted from the Fund’s assets, but in some cases may be subsidized in part by affiliates or the distributor of the Funds. As with omnibus fees, to the extent received, we generally receive networking fees with respect to all share classes of the Fund held by our clients, including (for example), share classes held in our Vantage Program and “advisory” shares held in our Wrap Programs, but not necessarily in the same amounts. We do not require our Financial Advisors to recommend Funds that pay networking fees; additionally, to mitigate the conflict as to Fund and share class recommendations, we do not share any networking fees received from Funds with our Financial Advisors. Moreover, we rebate networking

fees received in connection with Fund shares held in Advisory retirement accounts. To the extent received in connection with Advisory non-retirement accounts, networking payments are in addition to the Stifel Fee (or, in the case of the Vantage Program, commissions) that we earn directly from the relevant Clients invested in those Funds.

(iii) *12b-1 Distribution Fees (“12b-1s Fees”).* 12b-1 fees are paid by Funds to compensate us for providing distribution-related, administrative, and informational services, as applicable, associated with each Fund. 12b-1 fees are included in the “annual operating expenses” or “expense ratio” charged and reported by each Fund, and are deducted directly from the Funds automatically. In general for our Advisory Programs, we seek to make available share classes that do not have any associated 12b-1 fees. There may, however, be some Funds available through our Programs that have 12b-1 fees due to share class availability or due to the nature of the Program (e.g., Vantage). To mitigate against the risks associated with Fund shares that pay 12b-1 fees held through Vantage Program, we have restricted the purchase of new Fund shares in the Program; however current account may continue to hold shares purchased *prior to* the restriction. To the extent we do receive 12b-1 fees with respect to shares held in our Advisory Programs (including, for example, shares purchased in Vantage accounts prior to the restriction), we rebate back to the Client any 12b-1 fees received in connection with Fund shares held in Advisory accounts, but only to the extent that such 12b-1 fees relate to the period during which the account has been enrolled in one of our Advisory Programs.

(iv) *Marketing Support and Revenue-Sharing Payments.* We receive revenue-sharing payments from the assets of the Fund manager or its affiliate (and not the Fund) for providing ongoing marketing, training, and education to our Financial Advisors with respect to the Fund sponsor and its products. Revenue sharing payments (which typically range from 2 to 10 basis points on assets under management and can be up to 10 basis points on new sales) do not directly reduce the amount invested by an investor. Not all Fund managers or affiliates make revenue-sharing payments to us, and the revenue-sharing payments we receive vary between Fund companies. Revenue-sharing payments may include fixed payments, payments based on the total assets placed by our Clients at a Fund company or in a particular Fund or Fund share class (i.e., a percentage of total client purchases, both brokerage and Advisory), or a combination of the two. Because the amount of revenue-sharing payments we receive can vary between Funds or share classes of a particular Fund, we have an incentive to recommend to you a Fund (or a share class of a particular Fund) that pays us a higher amount of revenue sharing than another Fund or share class. We seek to mitigate this potential conflict through a number of measures, including, as described above, the manner in which we make share classes available. In addition, our Financial Advisors do not directly share in any revenue-sharing payments we receive and we do not require our Financial Advisors to recommend

Funds providing revenue-sharing payments to us. Moreover, we rebate revenue sharing fees received in connection with Fund shares held in Advisory retirement accounts. To the extent received in connection with Advisory non-retirement accounts, marketing and revenue share payments are in addition to the Stifel Fee (or, in the case of the Vantage Program, commissions) that we earn directly from the relevant Clients invested in those Funds.

(v) *Training and Education Expense Contributions:* Fund companies and/or their affiliates may pay all or a part of the cost of particularized and/or firm-wide training education programs and seminars for our Financial Advisors. For example, a Fund company might host events for Financial Advisors designed to provide training and education about their Funds and products. In doing so, they agree to bear the cost (or part of the cost) for our Financial Advisors and other personnel to attend the events. The amounts paid by Fund companies vary, and Stifel does not require any Fund company to host, participate in or contribute to the costs of these events as a condition of Stifel making a Fund company's Funds available on our platform. A Financial Advisor's attendance and participation in these events, as well as the increased exposure to Fund companies who sponsor the events, may lead the Financial Advisor to recommend Funds of those Fund companies as compared to Funds of Fund companies that do not sponsor these events.

(vi) *Fees Received By Our Affiliates for Providing Services to Funds:* Some of our affiliates serve as investment adviser or model providers, or provide other services to various Funds that are made available in some Programs. Our Financial Advisors may recommend and/or purchase these Funds to or for Advisory Clients where allowed in a Program. If our affiliate provides services to a Fund that is purchased or held in a Client's Advisory account, the affiliate generally will receive fees (or a share thereof) from the Fund and/or its affiliates, in connection with the Client's investment in the Fund, even though the Client's investment is also subject to Stifel Advisory Account Fees. Neither our firm nor our Financial Advisors directly share in any of the fees received by our affiliates for their services to these Funds. However, as part of an affiliated group, we may receive indirect benefits from such compensation through our parent company. We may limit the purchase of such Funds in our Programs at any time, in our sole discretion. If a Client's retirement Advisory account invests in such a Fund, we rebate an amount representing the fee or other compensation our affiliate receives in connection with the *Client retirement account's* investment in the Fund, subject to the limitations discussed below. We may also decide, in our sole discretion, to provide similar rebates to non-retirement accounts in discretionary Programs if such Funds are otherwise allowed in the relevant Program. We generally will **not** provide rebates for Funds held by non-retirement accounts in our non-discretionary Programs. Clients should understand that rebates are calculated retroactively, based on the value of the Fund shares held in the Client account as of a pre-determined date (typically, as of the last

business day of the calendar month), and are credited back to the account one quarter or more in arrears (without interest). Moreover, our rebating process applies only to Funds held in the Client's account as of the first business day of the calendar month and assumes that such Funds are held for the entire month. *As such, an Advisory account that purchases a Fund on a day other than the first business day of the calendar month will **not** be eligible for the rebate with respect to the fees and compensation our affiliates earn with respect to the Fund for that month. Similarly, an Advisory account that sells a Fund prior to the last business day of the calendar month will receive a month's rebate based on the assumption that the Fund was held for the entire calendar month even though it was not.* Our policies and procedures require that our Financial Advisors purchase and sell interests in Funds, or recommend that a Client purchase or sell interests in Funds, at times when it is appropriate for the Client to do so, based on the Client's investment objectives and needs, and not to avoid rebating compensation the Firm's affiliates receive in connection with such investments.

Funds generally are sold by prospectus or other offering document only. The prospectus or other offering document contains important information about the specific Fund being offered and should be reviewed carefully before investing. Any compensation set forth above that we receive from Fund companies and/or their affiliates is derived, directly or indirectly, from fees that investors pay to the Funds. The amount of compensation received will vary depending on our arrangement with the applicable Fund company. Each Fund's prospectus typically describes the amount of compensation to be paid for specified services provided to its shareholders. If such payments are received in connection with shares held in Advisory accounts, the Fund companies will continue to pay us for such shares for the duration of the Advisory arrangement and, in some circumstances, may extend payments beyond the termination of the Advisory Agreements if Clients continue to hold Fund shares through brokerage accounts held at Stifel. A listing of the types and ranges of compensation that we receive from various Fund companies is also available under the Important Disclosures section of [www.stifel.com](http://www.stifel.com). We highly encourage all Clients to review this information carefully.

#### **Compensation from Other Products**

From time to time, Client assets may be invested in other products with respect to which our affiliates receive compensation. For example, a number of our affiliates (including Affiliated Advisers) receive licensing and other fees from ETFs for which the affiliate provides the constituent index or other services. Such licensing and other fees depend on the amount of assets invested in the ETF and the amount of shares outstanding, including (but not limited to) investments made, and shares held, through our Advisory Programs. Our affiliates also issue investment products, such as brokered certificates of deposits ("CDs") which are made available for purchase on our platform. We may limit the purchase of such products in our Programs at any time, in our sole discretion. If such products are allowed in an Advisory Program, we rebate an amount representing the pro-rated fee or other compensation received (if any) by our affiliate in connection with those products held in

*Clients retirement accounts.* We may also decide, in our sole discretion, to provide similar rebates to non-retirement accounts in discretionary Programs if such Funds are otherwise allowed in the relevant Program. We generally will **not** provide rebates for such products held by non-retirement accounts in our non-discretionary Programs. Clients should understand that rebates are determined retroactively, based on the value of the product (e.g., fund shares) in the Client account as of a pre-determined date (typically at month-end), and are paid a quarter or more in arrears (without interest). Moreover, our process only reviews whether a product is held in Advisory accounts as of the beginning of the month and, thereafter, assumes that each such product is held (or not held) in the account(s) for the remainder of the month. *As such, an eligible Advisory account that purchases a product other than on the first business day of the month will **not** receive any rebate for that month and, similarly, an eligible Advisory account that sells a product in the middle of the month will receive a rebate for the entire month even though the position was only held for part of the month.*

Notwithstanding, some investment products (e.g., brokered CDs) may not have any imbedded fees that can be rebated back to the Client, even where such products are held in an Advisory account. Clients should carefully consider any and all disclosures provided in connection with transactions in such products. Clients investing in Stifel brokered CDs authorize deposits in Stifel Bank & Trust, Stifel Bank, Stifel Trust Company, N.A (each a “Stifel Bank”) and acknowledge the benefits that Stifel, Stifel Bank, and the Financial Advisor derive from the Stifel brokered CDs as disclosed in applicable offering documents. With respect to retirement accounts, such deposits will bear a reasonable rate of interest as required by 29 C.F.R. Section 2550.408b-4(b)(2). Please contact your Financial Advisor for additional information.

#### ***Interest and Similar Compensation***

To the extent that the automatic sweep option for available cash in a Client’s taxable account is set to one of our insured bank deposit programs, we may (depending on the type of account) receive fees from participating banks in the program in connection with such Client funds. The fees (if any) that we receive are intended to, among other things, reimburse for the costs that we incur in connection with such program. However, from time to time, the fees that we receive and retain may be more or less than the actual costs incurred.

As discussed elsewhere in this brochure, we do not allow Advisory accounts to use margin except in limited circumstances. With respect to any such margin transactions, Client accounts that are specifically approved to engage in such margin transactions should note that we charge interest on the amount borrowed and, if the proceeds are used to purchase securities in the Advisory account, our Advisory fees for the account are based on the market value of the account without regard to the amount borrowed. *We do not reduce our fees (or commissions) by the value of any interest or similar payments that we receive from Clients in this regard.* Each Client is strongly advised to carefully review the impact (including the long-term effects) that each of these practices will have on their overall account.

Finally, to the extent that a Client uses Advisory assets as collateral for loans taken from our affiliated banks (“Credit Line Loans”), we typically (but not always) receive a fee (expressed as a percentage of the outstanding loan balance) from the applicable affiliated bank for the duration of the loan. To the extent received, we pay a portion of any such fees received to the Financial Advisor consistent with the applicable Payout Rate. These payments present a material conflict of interest for us as they create a financial incentive for the Financial Advisor to recommend such Credit Line Loans on the basis of the additional compensation to be received. Additional information about Credit Line Loans is provided under the section “Brokerage Practices” below.

#### ***Float***

As set out in the section “Cash Sweep Program” below, if we serve as custodian of your assets, un-invested cash in your account will generally be swept in accordance with your sweep option for the account. If we receive a cash deposit from you before the close of business on a day in which the NYSE was open, the deposited funds will be credited to your sweep account as of the end of the next business day; if you deposit a check, the funds will be credited to your sweep account as of the end of the second business day following deposit. If we receive deposits after the close of business on a day in which the NYSE was open or on a day the NYSE was closed, the funds will be considered *received* the following business day and will be credited to your sweep account consistent with the timeline discussed above. As such, depending on the time that cash is received, we may earn interest or receive other benefits (referred to as “float”) during the interim period between when funds are received in our firm’s account, and the time those funds are credited to your cash sweep account. Similarly, if you are withdrawing money from your account (or we otherwise issue funds to you) by check or an ACH payment, we will generally earn float on those funds until you have cashed the check or the ACH payment has settled. We retain any float earned (generally at Federal Funds Rates) during any of these periods.

#### ***Revenue Sharing and Other Compensation Arrangements With Other Private Investment Funds or Their Sponsors***

We may allow certain Financial Advisors to recommend investments in approved private investment funds with respect to accounts invested in certain Advisory Programs. From time to time, we may enter into revenue-sharing and other compensation arrangements with such private investment funds (the managers or sponsors of such private investment funds) with respect to our clients’ investments in such private investment funds. For example, we may enter into placement agent agreements pursuant to which our firm and our Financial Advisors receive upfront and/or ongoing placement fees from funds, or their agents, or affiliates as compensation for recommending and/or selling shares or interests of the fund to our clients. In certain cases, the fees that we receive from such private investment funds may be in addition to, and in other cases, in lieu of, the Advisory Account Fee (or other direct commissions) otherwise chargeable with respect to the investment. To the extent that we receive placement fees and/or have a revenue-sharing or other compensation arrangement with respect to private investment fund shares or interests purchased in an Advisory account, the affected Client will typically receive, at or prior to the time the

investment is made, disclosures relating to the fees and compensation that our firm and/or the Financial Advisor(s) will receive in connection with the investment (including, to the extent applicable, any ongoing payments to be received in connection with the investment). Clients should carefully consider such arrangements in determining whether to implement a Financial Advisor's recommendations relating to private investment funds.

#### ***Training and Education Expense Contributions from Advisers.***

Advisers (Independent or Affiliated) may pay for all or part of the cost of particularized and/or firm-wide training and education programs and seminars for our Financial Advisors and other personnel. For example, an Adviser might host events for Financial Advisors designed to provide training and education about the Adviser and its strategies and agree to bear the costs of our Financial Advisors and other personnel to attend these events. The amounts paid by the Advisers vary, and Stifel does not require an Adviser to host, participate in, or contribute to the cost of these events as a condition of Stifel making the Adviser's Portfolios available on our platform. A Financial Advisor's attendance and participation in these events, as well as the increased exposure to the Advisers who sponsor these events, may lead the Financial Advisor to recommend Portfolios offered by such Advisers as compared to Advisers that do not sponsor these events.

#### ***Insurance Commissions***

In addition to being a dual registrant, our firm is also licensed as an insurance agency with various states. Some of our Financial Advisors are licensed as insurance agents and, in such capacity, are able to offer various insurance products to Clients and can effect the resulting insurance transactions for separate and customary commission compensation. Clients that determine to purchase insurance products offered by our Financial Advisors should note that such products will *not* be held in our Advisory accounts, and will *not* be part of the Advisory arrangement between Stifel and such Client. Our firm receives a portion of any commissions that the issuing insurance company pays with respect to insurance products sold by our Financial Advisors.

#### ***Non-Cash Compensation***

Subject to firm's policies, Financial Advisors may receive non-cash compensation in the form of occasional gifts, meals, tickets, and/or other forms of entertainment from third parties, including mutual fund companies (or their agents or their affiliates), Advisers, insurance vendors, and/or sponsors of products that we make available for purchase to our clients.

#### **General Disclosure on Conflicts of Interest**

As set forth above, the additional compensation associated with the Programs and/or investments described in the preceding section, to be paid to and retained by Stifel (which may be shared with your Financial Advisor) and/or one or more of our affiliates, may present a conflict between your interests on the one hand and those of the Financial Advisor, our firm or affiliates on the other hand. This additional compensation provides an incentive to us, in exercising discretion or making recommendations for your account, to choose or recommend investments that result in higher compensation to our firm, your Financial Advisor, and/or our affiliates. For example, for certain

Programs, your Financial Advisor will receive a portion of the Advisory Account Fee that we retain after paying, as applicable, the portion due to the Adviser. *As a result, our Financial Advisors may have an incentive to offer Advisory Programs in which the fee is not shared with a third-party Adviser (e.g., Solutions) in order to receive a higher portion of the fee.*

Additionally, for those Programs in which we pay a portion of the Advisory Account Fee to Advisers, which tends to be less if we trade the Portfolio internally than if it is traded directly by the Adviser, Financial Advisor may have an incentive to recommend Portfolios that we trade over those that are traded directly by the Adviser, or Portfolios where the fee to the Adviser is low, in order to retain a larger portion of the fee. Finally, even where you are not charged a separate Advisory Account Fee or direct commission in connection with an investment with respect to which Stifel has a compensation arrangement with the product sponsor, a Financial Advisor may still have an incentive to recommend the investment if the compensation received from the product sponsor is higher than the Advisory Account Fee or direct commission that would otherwise have been charged in connection with the investment.

In these circumstances, it is our duty to determine that an investment made in your Account or recommended to you that results in such additional compensation is suitable for you based upon the information you have provided to us.

**It is important to note that** the services provided to you under our Programs (particularly the Wrap Programs) may be obtained on an unbundled basis and may result in overall lower costs. You could use a non-discretionary commission-based brokerage account instead of a fee-based Advisory account or a discretionary commission-based Advisory account, or independently retain a third-party adviser to manage your account. In certain cases, the total charges that you pay in Advisory Account Fees may be higher than the commissions that would have been charged for brokerage-only services. There may also be cases where the Advisory Account Fees charged for fee-based Programs may be higher than if you obtained the services covered by such fees separately (that is, if you paid separately for advisory services, portfolio management services, trade execution, custody and related services. Even in cases where additional compensation (such as 12b-1 fees) is rebated back to you, there may be cases where your total return on the investment would have been better in a fund/share class that did not pay such rebated compensation, where available. As set forth above in the discussion of the Vantage Program, your Financial Advisor has discretion over the transactions in the Vantage account, including the frequency and amount of such transactions. In contrast, if you retain the ultimate decision-making authority over your account, as is the case with a regular brokerage account, you can control the volume and frequency of trades (and, therefore, the related transaction costs) for your account. For all these reasons, it is important that you understand that Stifel and your Financial Advisor have a financial incentive to recommend a commission-based discretionary program (i.e., Vantage) or a fee-based Advisory Program over a regular brokerage account. You should consider the value of the Advisory services provided or to be provided under each Program when evaluating costs or the appropriateness of the Advisory account in general. The

combination of brokerage and Advisory services may not be available separately, or may require multiple accounts and varying forms of payment. **You are responsible for determining whether an Advisory Program, including the transaction-based discretionary Program (i.e., Vantage), is appropriate for you. Therefore, you should understand the investment strategy you have selected, the types of investments to be made, and the amount of anticipated trading activity in assessing the overall cost of the Program.** Relative transaction infrequency could have a bearing on whether an asset-based fee account or a discretionary commission-based account is more appropriate for you than a non-discretionary commission-based account.

#### **PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

We do not charge performance-based fees for our Advisory services.

#### **ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS**

We offer our Advisory services to a variety of Clients, including individuals, corporations, institutions, pension or profit sharing plans, employee benefit plans, trusts, estates, charitable organizations, other business and government entities, educational institutions, and banks or thrift institutions. However, please note that not all types of investors are eligible for each Program or each Portfolio within a Program.

You should generally select a Program or a Portfolio within a Program based on an analysis of the Portfolio's objectives and risk profile versus your particular situation and needs. In general, (i) you should consider your specific circumstances (such as age, net worth, income and liquidity needs, as well as risk tolerance) compared to the investment strategy, recommended time horizon and risk profile for the Portfolio; and (ii) the amount that you allocate to any one Program or Portfolio within a Program should be reasonable in light of your overall asset allocation and investment goals.

Private Funds for which our firm serves as investment adviser are available only to investors that meet the qualification standards set forth in each Fund's offering documents.

**Program Minimums:** The following minimum account sizes are generally required to open an account in the Programs outlined in this brochure. Specific minimums may vary depending on the investment strategy that you select; exceptions to the stated minimums can be granted in our discretion.

- Vantage Program: \$50,000
- Summit Program: \$1,000,000

As set forth elsewhere in this brochure, we offer a number of Wrap Programs; the account minimums for these Wrap Programs are set forth in our Wrap Program Disclosure Brochure, which can be accessed on our website at

<https://www.stifel.com/disclosures/investment-advisory-services/program-disclosures>.

*You should contact your Financial Advisor for more information on account and investment minimums.*

#### **METHODS OF ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF LOSS**

##### **Methods of Analysis, Investment Strategies**

Our Traditional Products Working Group (the "TPWG") is responsible for the analysis, selection and onboarding of the mutual funds, ETFs and Advisers (including their specific Portfolios) to be made generally available at our firm. Stifel's Traditional Products Research Group (the "TPRG") is represented on the TPWG and provides due diligence, as requested, in support of such onboarding considerations. In selecting mutual funds and/or ETFs to be made available for purchase broadly at Stifel, the TPWG considers many factors, including, but not limited to, a fund's investment objectives and style, long-term performance records, and annual expense ratios (i.e., costs). From time to time, select mutual funds, ETF, and/or Portfolios from the broad universe of those that are approved for Stifel's platform are selected by TPRG for the firm's Mutual Fund Recommended List, ETF Recommended List and/or SMA Recommended List, as applicable. The Recommended Lists contain products that, in the TPRG's opinion, are among the strongest offerings of their product type available at Stifel. We do not require our Financial Advisors to limit mutual fund or ETF recommendations in Advisory accounts, or recommendations of Portfolios to the products that are on the applicable Recommended List. Additional information about factors considered in selecting Funds or Adviser Portfolios (SMAs) to be including on the Stifel Recommended Lists is provided under the section "*Portfolio Manager Selection and Evaluation*" in our Wrap Program Disclosure Brochure.

In cases where Financial Advisors are directing and/or recommending specific securities or investments, they generally use information obtained from various sources including financial publications, inspections of corporate activities, company press releases, research material prepared by affiliates and/or third parties, rating or timing services, regulatory and self-regulatory reports, and other public sources. Financial Advisors use research provided by our research department, our internal product specialists and/or from other sources relating to a broad range of research and information about the economy, industries, groups of securities and individual companies, statistical information, market data, accounting and tax law interpretations, political developments, pricing and appraisal services, credit analysis, risk measurement analysis, performance analysis, and other information that may affect the economy or securities prices. The research used may be in the form of written reports, telephone contacts, and personal meetings with research analysts, economists, government representatives, and corporate and industry spokespersons. Additional information about the various research sources that our Financial Advisors may use in connection with Advisory accounts is provided below under the section "*Brokerage Practices – Research and*

*Other Benefits.*” Financial Advisors use any and/or a combination of fundamental, technical, quantitative, and statistical tools and valuation methodologies. The use of these different methodologies may result in technical or quantitative research recommendations that may differ from, or be inconsistent with, fundamental opinions for the same security.

Important issues and valuation measures that Financial Advisors may consider when selecting specific equity securities for Advisory accounts may include, but are not limited to, dividend return, ratio of growth rate to price/earnings multiple, ratio of market price to book value, market capitalization to revenue ratio, relative strength, management capability and reputation, corporate restructuring trends, asset value versus market value, and other fundamental and technical analysis. With respect to fixed income securities, Financial Advisors can assist a Client to determine, or recommend to a Client, the appropriate type of security (government, corporate, or municipal), the appropriate maturity and diversification, and the appropriate parameters that will apply to the fixed income securities to be purchased for the Client account.

In general, our Advisory services typically combine asset allocation and periodic rebalancing with the aim of growing and/or preserving principal. Our Financial Advisors generally assist Clients in designing investment portfolios with a long-term perspective, and periodically rebalance (or recommend rebalancing) the portfolios, as they deem appropriate, to manage risk.

***Portfolio Manager Selection and Evaluation.*** With respect to the CAS Funds, investment managers that are identified as being potential CAS Managers undergo a due diligence process that includes using proprietary and non-proprietary analyses and data to evaluate certain qualitative and quantitative factors such as the investment manager’s efficacy in implementing the strategy and achieving the strategy’s objective, staff turnover, and historical performance relative to applicable benchmarks and peer groups. Our analyses also include reviews of third-party information. No single factor is determinative and the particular factors considered may vary among investment managers.

CAS Managers and their respective investment strategies are thereafter reviewed at least quarterly based on various quantitative and qualitative factors, including performance, adherence to investment strategies and investment objectives, and material business changes, to determine whether they continue to remain suitable to sub-advise the CAS Funds. Stifel may classify a CAS Manager a “SELL” for a variety of reasons, including, but not limited to, a departure from its investment discipline or stated investment guidelines, or prolonged periods of lagging performance. Stifel may also terminate a CAS Manager as set forth in the sub-investment management agreement between Stifel and a CAS Manager.

Stifel invests the investable assets of the CAS Multi-Manager Fund in certain other CAS Funds and other products in such a manner as to seek to achieve its investment objective.

The Other Private Funds invest in Underlying Funds managed by unaffiliated investment managers. The Underlying Funds and

their managers go through an initial due diligence process that includes reviewing certain quantitative and qualitative factors. Among other things, applicable personnel review the Underlying Fund’s performance history and relative performance, service provider relationships and regulatory filings as well as constituent documents and offering documents. The factors considered may vary among the Underlying Funds.

From time to time in connection with the Other Private Funds, our personnel review, among other things, Underlying Fund performance, financial results and assets; the review may be conducted quarterly (such as where the Underlying Fund is a hedge fund) or semi-annually (such as where the Underlying Fund is a private equity fund). Ongoing review of each Underlying Fund may also include in-person meetings with its investment advisor, typically every two to four years, unless circumstances warrant a more frequent or less frequent visits. Depending on its investment objective, our personnel may recommend replacing an Underlying Fund in a particular Other Private Fund based on a variety of reasons, including, but not limited to, personnel or ownership changes at the Underlying Fund’s investment adviser, or prolonged periods of lagging performance. We do not verify, or engage a third party to verify, performance data provided by the Underlying Funds, however do review that data for reasonableness by comparing it to the Underlying Funds’ audited financial statements.

#### **Risk of Loss**

You should understand that all investment strategies and the investments made when implementing those investment strategies involve risk of loss and you should be prepared to bear the loss of assets invested. The investment performance and the success of any investment strategy or particular investment can never be predicted or guaranteed, and the value of your investments will fluctuate due to market conditions and other factors.

Our Financial Advisors may recommend a wide array of investments, and as discussed above, each Program and/or Portfolio covers a wide range of securities. As such, the specific type(s) of risks that each Client is exposed to will vary depending on the particular Program and/or the Portfolio in which the Client is enrolled, as well as the investments held in the Client’s Advisory account. We do not offer any guarantees that any investment recommendations made with respect to our Programs will be profitable. Moreover, Clients should note that past performance is not a guarantee of future results.

#### **Material Risks**

Equities, ETFs, mutual funds, options and fixed income securities are the primary investments in our Advisory Programs. The material risks described below do not include every potential risk associated with the Programs and investment products, and you should not rely solely on the descriptions provided below. You should ask questions about risks applicable to particular Programs and investment products, read all product-specific risk disclosures, and decide whether a particular Program and investment product is appropriate for you based on your specific circumstances, investment objectives, and financial situation. For example, you should read the prospectus

or other offering documents (or, in the case of an Adviser's Portfolio, the Adviser's Form ADV Part 2A) for a full description of risks associated with the particular investments. You should consider all disclosed risks associated with the types of transactions and securities involved in the Portfolio and/or product in which you are contemplating an investment, as well as any potential impact that engaging in any of the below transactions may have on an account's overall performance.

The following material risks may also be applicable to Advisory accounts invested in our Programs:

**Management Style Risks:** A number of our Advisory Programs, including (but not limited to) Opportunity, Spectrum, Custom Advisory Portfolio, IMC, and Connect, are, or may be, managed or advised by Independent or Affiliated Advisers. In general, we consider an Adviser's performance track record, among other things, during the selection process. However, an Adviser's past performance is not a guarantee of its future results; as such, its investment strategies may fail to produce the intended results.

**Investment Company Securities Risks:** A number of our Programs are primarily invested in Funds; in addition, Client accounts may also invest in other investment companies, including UITs, and/or closed-end funds. Each Fund in a Client's account may be subject to a variety of risks, depending on its investment strategies and/or the securities held. For example, mutual funds that primarily hold a portfolio of small capitalization companies will be subject to small capitalization risks, which may include increased volatility and decreased liquidity (relative to large capitalization companies). Each of these investments is subject to internal fees, which affect its net asset value and reduce the return that a Client will realize with respect to the investment.

**Exchange Traded Product Risks:** Exchange Traded Products (ETPs) are types of securities that derive their value from a basket of securities such as stocks, bonds, commodities or indices, and trade intra-day on a national securities exchange. Generally, ETPs take the form of ETFs or exchange traded notes (ETNs). ETFs are discussed above under *Investment Company Securities Risks*; ETNs are senior unsecured debt obligations of an issuer, typically a bank or another financial institution; however, ETNs are not categorized as typical fixed income products.

A number of Portfolios in our Programs may invest in non-traditional ETPs. Non-traditional ETPs employ sophisticated financial strategies and instruments, such as leverage, futures, and derivatives, in pursuit of their investment objectives. Leveraged and inverse ETPs are considered risky. The use of leverage and inverse strategies by a fund increases the risk to the fund and magnifies gains or losses on the investment. You could incur significant losses even if the long-term performance of the underlying index showed a gain. Typically, these products have one-day investment objectives, and investors should monitor such funds on a daily basis. Non-traditional ETPs are generally categorized as leveraged, inverse, or leveraged-inverse:

- *Leveraged* - Uses financial derivatives and debt to multiply the returns of an underlying index, commodity, currency, or basket of assets. Leveraged ETPs may include the terms "double," "ultra," "triple," or similar language in their security name/description.
- *Inverse* - Uses various derivatives to seek to profit from the decline in the value of an underlying index, commodity, currency, or basket of assets; used typically to hedge exposure to downward markets. Inverse ETPs may include the term "contra," "short," or similar language in their security name/description.
- *Leveraged-Inverse* - Uses swaps, futures contracts, options, and other derivative instruments to seek to achieve a return that is a multiple of the opposite performance of the underlying benchmark or index. Leveraged-inverse ETPs may include a combination of leveraged and inverse terms, such as "ultra short," in their security name/description.

Non-traditional ETPs are complex products that have the potential for significant loss of principal and are not appropriate for all investors. Investors should consider their financial ability to afford the potential for a significant loss. These products seek investment results for a single day only. The effect of compounding and market volatility could have a significant impact upon the investment returns. Investors may lose a significant amount of principal rapidly in these securities. Non-traditional ETPs may be volatile under certain market conditions. Investors holding non-traditional ETPs over longer periods of time should monitor those positions closely due to the risk of volatility. Non-traditional ETPs are focused on daily investment returns, and their performance over longer periods of time can differ significantly from their stated daily objective. Investors may incur a significant loss even if the index shows a gain over the long term. Non-traditional ETPs use a variety of derivative products in order to seek their performance objectives. The use of leverage in ETPs can magnify any price movements, resulting in high volatility and potentially significant loss of principal. Non-traditional ETPs may suffer losses even though the benchmark currency, commodity, or index has increased in value. Investment returns of non-traditional ETPs may not correlate to price movements in the benchmark currency, commodity, or index the ETP seeks to track. Some non-traditional ETPs may have a low trading volume, which could impact an investor's ability to sell shares quickly. Non-traditional ETPs may be less tax efficient than other ETPs. As with any potential investment, an investor should consult with his or her tax advisor and carefully read the prospectus to understand the tax consequences of non-traditional ETPs.

**Fixed Income Securities Risks:** A number of Portfolios and/or Financial Advisors may invest Client accounts in a variety of fixed income securities. Fixed income securities are subject to credit risk, interest rate risk, and liquidity risk. Credit risk is the risk the issuer or guarantor of a debt security will be unable or unwilling to make timely payments of interest or principal or to otherwise honor its obligations. Interest rate risk is the risk of losses due to changes in interest rates. In general, the prices of debt securities rise when interest rates fall, and the prices fall when interest rates rise. Duration measures the change in the price of a fixed income security based on the increase or

decrease in the overall interest rates. Bonds with higher duration carry more risks and have higher price volatility than bonds with lower duration. Therefore, if interest rates are very low at the time of purchase of the bonds, when interest rates eventually do rise, the price of such lower interest rate bonds will decrease, and anyone needing to sell such bonds at that time, rather than holding them to maturity, could realize a loss. High-yield debt securities (junk bonds) generally are more sensitive to interest rates. Such securities are also highly subject to liquidity risk. Liquidity risk is the risk that a particular security may be difficult to purchase or sell and that an investor may be unable to sell illiquid securities at an advantageous time or price. There are also special tax considerations associated with investing in high-yield securities structured as zero coupon or pay-in-kind securities. Municipal bonds are also subject to state-specific risks, such as changes in the issuing state's credit rating, as well as the risk that legislative changes may affect the tax status of such bonds. Municipal bonds may also have a call feature, entitling the issuer to redeem the bond prior to maturity. A callable security's duration, or sensitivity to interest rate changes, decreases when rates fall and increases when rates rise because issuers are likely to call the bond only if the rates are low. Investors in callable bonds are therefore subject to reinvestment risk – that is, the risk that they will need to reinvest their proceeds at lower rates. Investments in government-sponsored entity securities also exhibit these risks, although the degree of such risks may vary significantly among the different government-sponsored entity securities. Some securities issued or guaranteed by U.S. government agencies or instrumentalities are not backed by the full faith and credit of the U.S. and may only be supported by the right of the agency or instrumentality to borrow from the U.S. Treasury.

**Brokered Certificates of Deposit Risk.** Clients in certain Programs may invest in brokered CDs issued by U.S. depository institutions (each, a “CD Issuer”). These CDs are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to applicable limits, and Clients are responsible for monitoring the total amounts of deposits with any one CD issuer for FDIC guarantee limits. Brokered CDs held in Advisory accounts are subject to the Advisory Account Fee, and Clients should consider the impact of the Advisory Account Fee on the yield of any brokered CDs in their Client account. Among the risks relating to CDs are adverse changes in general economic conditions, as well as exposure to credit losses arising from possible financial difficulties of CD Issuers. Although Stifel generally seeks to select CDs of highly qualified CD Issuers that are subject to extensive governmental regulations, a CD Issuer's profitability largely depends on the availability and cost of funds for the purpose of financing lending operations under prevailing money market conditions. Redeeming CDs before maturity may result in loss of principal due to fluctuations in the interest rate, lack of liquidity, or transaction costs. CDs sold prior to maturity may be worth less or more than the original purchase. Rates paid on brokered CDs may be lower or higher than the rates available directly through the CD Issuer or through a Stifel brokerage transaction. Clients should refer to the disclosures <https://www.stifel.com/docs/pdf/Disclosures/Certificates-Of-Deposit.pdf> for additional general information regarding CDs, including terms, important investment consideration, and the extent of and limitations on FDIC insurance, and to the “*Specific*

*Investment Product Disclosure*” Section of the [Stifel Account Agreement & Important Disclosures Booklet](#) for additional information regarding Brokered CDs.

**Cash Balance Risks:** Cash balances in Advisory accounts are subject to the Advisory Account Fee and, as such, it is highly likely that Clients with high cash balances in fee-based Advisory accounts will achieve negative returns on such cash balances, particularly if high levels of cash are held for extended periods. While maintaining account assets in cash may protect those assets from the risk of loss in the event of a market downturn, the interest that a Client will earn on cash held in an Advisory account will most likely be less than the applicable Advisory Account Fee. For most Clients in our Programs, the applicable sweep option is our insured bank deposit program which pays a comparable market interest rate for insured bank programs but may have a lower rate to unaffiliated money market funds or other cash equivalents. As a result, each Client should periodically evaluate whether maintaining high cash in any Advisory account is appropriate based on the Client's specific objectives and investment goals. In all cases, each Client should note that the Client has the option to hold the cash in a brokerage account at Stifel and/or in deposit accounts through the affiliated bank or with other banks, in which case the cash would not be subject to Advisory Account Fees.

**Derivatives Risks:** A number of Portfolios or other Client accounts may engage in derivative transactions, including, but not limited to, hedge funds, options and managed futures products for any purpose consistent with the Client's investment objective and/or the Portfolio in which the Client account is invested. Generally, a derivative is a financial arrangement, the value of which is derived from, or based on, a traditional security, asset, or market index. Such transactions may be used for several reasons, including hedging unrealized gains. Hedging strategies, if successful, can reduce the risk of loss by offsetting the negative effect of unfavorable price movements in the investments being hedged. However, hedging strategies can also reduce the opportunity for gain by offsetting the positive effect of favorable price movements in the hedged investments. A Portfolio (or certain accounts in a Program) may also use derivative instruments to obtain market exposure (that is, for speculative purposes rather than hedging). Certain accounts may establish a position in the derivatives market as a substitute for buying, selling, or holding certain securities. The use of derivative transactions is a highly specialized activity that involves investment techniques and risks that may be more heightened than those associated with ordinary portfolio securities transactions. Certain Portfolios and other accounts may also engage in short selling. A short sale involves the sale of a security that is borrowed. Short sales expose a Client's account to the risk that it will be required to acquire, convert, or exchange securities to replace the borrowed securities (also known as “covering” the short position) at a time when the securities sold short have appreciated in value, thus resulting in a loss. An account's investment performance may also suffer if required to close out a short position earlier than initially anticipated. In addition, an account may be subject to expenses related to short sales that are not typically associated with investing in securities directly, such as margin account maintenance costs. Each Client is urged to carefully consider

the impact that engaging in any of these transactions will have on the account's overall performance.

**Alternative Investments Risks:** A number of Portfolios may invest in and/or Financial Advisors may recommend a variety of alternative investments. Alternative investments, including (but not limited to) the Private Fund or other hedge funds or private equity funds, alternative mutual funds, non-traditional ETFs, managed futures products, and/or real estate (related) investments may also present unique risks, such as decreased liquidity and transparency and increased complexity. Alternative investments typically use derivative instruments (such as options, futures, or index-based instruments) and/or leveraging strategies. The use of derivative instruments involves multiple risks, as discussed in more detail above. In addition, to the extent that the alternative investment uses commodities (or commodity-based derivatives) as part of its investment strategy, the investment return may also vary as a result of fluctuations in the supply and demand of the underlying commodities. Real estate-related investments will be subject to risks generally related to real estate, including risks specific to geographic areas in which the underlying investments were made. Certain alternative investments may be less tax efficient than others. Each alternative investment is typically subject to internal fees (including, but not limited to, management and/or performance fees), which affect the product's net asset value and reduce the return that a Client will realize with respect to the investment.

Additional risks may include style-specific risk, speculative investment risk, concentration risk, correlation risk, credit risk and lower-quality debt securities risk, equity securities risk, financial services companies' risk, interest rate risk, non-diversification risk, small- and mid-cap company risk, and special risks of mutual funds and/or ETFs, among others.

**Unrelated Business Taxable Income:** Unrelated business taxable income ("UBTI") is income regularly generated by a tax-exempt entity by means of taxable activities. This income is not related to the main function of the entity, but is needed to generate a small portion of income. UBTI is typically associated with income received from investments in limited partnerships and master limited partnerships, which are required to pay out most of their profits. When UBTI of \$1,000 or more is received from investments held in a client's tax deferred retirement account (such as an IRA), as custodian Stifel will take the necessary steps to pay the UBTI tax liability from the assets of the retirement account and will use a vendor to prepare and file the required Form 990-T with the IRS. Affected retirement accounts will incur filing fee for each Form 990-T that Stifel files on behalf of the account. Clients with retirement accounts investing in such securities should refer to the Stifel Account Agreement and Disclosure Booklet for additional information about the processing fee charged for these filings.

**Tax-Exempt Securities Risks:** Portfolios (or accounts in a Program) may seek to invest in tax-exempt securities, including (but not limited to) municipal bonds as well as tax-exempt mutual funds and ETFs. In order to attempt to pay interest that is exempt from federal or state and local income tax, tax-exempt securities must meet certain legal requirements. Failure to meet such requirements may cause the interest received and

distributed to shareholders to be taxable. In addition, income from one or more municipal bonds held in the Portfolio could be declared taxable because of unfavorable changes in tax or other laws, adverse interpretations by the Internal Revenue Service ("IRS"), state, or other tax authorities, or noncompliant conduct of a bond issuer. Changes or proposed changes in federal or state income tax or other laws may also cause the prices of tax-exempt securities to fall. Finally, income from certain municipal bonds may be subject to the alternative minimum tax ("AMT") and/or state and local taxes, based on the investor's state of residence. In addition, as discussed in more detail under the section "*Cash Sweep Options*" below, idle cash in Advisory accounts held at Stifel (including accounts invested in "tax-exempt" Portfolios) is typically swept into one of our insured bank cash sweep programs. Any interest earned by the Client in respect of such cash balances will not be exempt from taxes.

*IRS Circular 230 Disclosure: Stifel, its affiliates, agents and employees are not in the business of providing tax, regulatory, accounting or legal advice. This brochure and any tax-related statements provided by Stifel are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax adviser.*

**Foreign Securities Risks:** Advisory accounts may invest in foreign securities, directly or through Funds that hold a portfolio of foreign securities. Foreign securities can be more volatile than domestic (U.S.) securities. Securities markets of other countries are generally smaller than U.S. securities markets. Many foreign securities may also be less liquid than U.S. securities, and are typically subject to currency risk. Some foreign securities also may be subject to taxes and other charges imposed by the issuer's country of residence or citizenship. Certain foreign securities may be subject to additional costs and risks. As set forth elsewhere in this brochure and/or in the Advisory Agreement, such taxes and charges are in addition to (i.e., are not included in) a Client's Advisory fees or commissions. All these factors could negatively affect a Client's realized return on the investment.

**Frequent Trading and High Portfolio Turnover Rate Risk:** The turnover rate within certain discretionary Advisory accounts (including, for example, in the Vantage Program) may be significant. Frequent trades may result in high transactions costs, including substantial commissions, fees, and other transaction costs. In addition, frequent trading is likely to result in short-term capital gains tax treatment. As a result, high turnover and frequent trading in an Advisory account could have an adverse effect on the cost and therefore the return on the Advisory account.

**Diversification Risk:** Certain Portfolios within Stifel's Advisory Programs may have concentration in specific asset classes, sectors, or individual securities, which could result in increased exposure to the risks that can be attributed to those specific investments. Additionally, certain Portfolios may invest in a specific investment style. As a result, clients in these Portfolios may not have access to as wide a variety of management styles as clients in other portfolios. Clients may be invested in

Portfolios that are primarily implemented using mutual funds and other funds that are managed by their affiliated companies, which may cause clients invested in these portfolios to only have access to the management style of the specific funds used to implement the Portfolio.

**Dependence on Key Personnel:** In certain situations, we may rely heavily on certain key personnel of our firm, our affiliates, and/or the personnel of certain Advisers available on our platform. The departure of any such key personnel or their inability to fulfill their duties may adversely affect the related Portfolio, including our firm's (or the Adviser's, as the case may be) ability to effectively implement the Portfolio's stated objectives as communicated to the Client in respect of such accounts and, as a result, adversely impact the performance of the accounts.

**Risks Relating to the Use of Third-Party Managers:** Our selection of managers is inherently based on subjective criteria with the result that the true performance and abilities of any particular manager may be difficult to assess. The historical performance of a manager is not indicative of its future performance, which can vary considerably. We do not have a role in the day-to-day management of the investments managed by third-party managers (such as certain of the CAS Funds). Consequently, the performance of such investments is substantially dependent on the skill and acumen of key employees of the managers. If such employees cease to participate in the manager's business, the manager's ability to select attractive investments and manage its portfolio could be impaired.

We rely to a great extent on information provided by the managers and may have limited access to other information regarding the managers' portfolios and operations. There is a risk that a manager may knowingly, negligently or otherwise withhold or misrepresent information, including instances of fraud or similar activities. We are not able to guarantee that its ongoing monitoring would detect instances of fraudulent or similar activity. In addition, managers may have similar or divergent investment views and strategies. Consequently, a Client whose assets are managed by more than one manager may at times hold economically offsetting positions in its overall portfolio, and could indirectly incur transaction costs without accomplishing any net investment result, or may compete with its own accounts for the same positions in one or more markets. Where managers hold similar views or employ similar trading strategies, a Client's overall portfolio may hold large positions in a relatively limited number of the same or similar investments. Greater concentration of positions across multiple managers will increase the adverse effect of any unfavorable conditions in the market, sector, or industry in which the positions are concentrated.

**Dividend Reinvestment Risks:** Clients that direct dividend reinvestment for their Advisory accounts should note that dividend reinvestment typically leads to the receipt of fractional shares. Stifel is not able to execute fractional share liquidations on an agency basis. Clients should therefore understand that where Stifel liquidates fractional shares, Stifel will purchase the fractions shares into its inventory. The price allocated to the

fractional component will depend on whether the fractional shares portion can be processed on the same day as any whole shares that are part of the same liquidation transaction (in which case, the price will be the same as the market price received from the whole shares), or whether the fractional shares are processed on a different day (in which case, the price allocated to the fractional shares will be the previous business day's closing market price for the security). Stifel may benefit from (or lose money as a result of) implementing fractional share liquidation in Advisory Client accounts. In general, Clients should note that Stifel does not encourage dividend reinvestment in its Advisory accounts.

**Risks Relating to Investments in the Private Funds:** The following is a summary of the principal risks that apply to investments in the Private Funds and does not attempt to identify every potential risk associated with a particular investment strategy or Private Fund.

Additional information about applicable risks is set forth in each Private Fund's prospectus, private placement memorandum, or other offering document or disclosure document (collectively, "risk disclosures") provided in connection with an investment in such Private Fund. Clients are encouraged to read those risk disclosures carefully. This information is qualified in its entirety by reference to the respective risk disclosures and in the event of any conflict or inconsistency, Clients should rely on the respective risk disclosures.

- (i) **Regulatory Environment.** Interests in the Private Funds generally are not registered under federal or state securities laws, nor are they subject to regulation by the SEC or other regulators. In addition, when investing in the Private Funds, Clients may not be protected by federal or state securities laws, other than certain anti-fraud provisions of those laws. Notwithstanding the foregoing, there is increased regulatory scrutiny of the private investment fund industry in general. Any future changes in the regulations applicable to the private investment fund industry could have a material adverse impact on the performance of the Private Funds' investments.
- (ii) **Concentration Risk.** Certain Private Funds may not establish concentration limits with respect to particular securities, industries, or sectors. Consequently, a Private Fund may be relatively concentrated in a particular security, industry or sector and unfavorable conditions affecting any such security, industry or sector could have a material adverse effect on the Private Fund's overall financial condition.
- (iii) **Investment Strategy Risk.** Depending on their investment strategies, certain Private Funds may engage or invest in highly leveraged transactions, short sales, derivatives, commodities, or volatile or speculative instruments, and may concentrate their investments in a limited number of securities or other interests, including securities that are not publicly registered, listed or publicly traded, which may serve to make an investment in such Private Funds highly speculative and risky. Before investing in a Private Fund,

Clients should understand the attendant risks of its investment strategy.

- (iv) *Lack of Liquidity.* Interests in the Private Funds are generally illiquid. No market may exist for the Private Funds' interests, and substantial restrictions may exist with respect to their transferability and resale. The securities and other interests in which a Private Fund invests similarly may be illiquid. As a result, Clients should be prepared to bear the financial risks of investing in a Private Fund for a significant period of time, and understand that they may not be able to withdraw assets whenever they wish to do so.
- (v) *Lack of Transparency.* Private Fund investors generally receive periodic reports from the Fund or its manager. However, a Private Fund may not always provide all the information that clients request because certain information may be considered proprietary or otherwise confidential. This lack of information may make it more difficult for Clients to evaluate the risks of a continued investment in the Private Fund.
- (vi) *Ability to Meet Investment Objectives.* Our firm is not responsible for the investment decisions of the third-party managers that are hired to manage the Private Funds and/or any such Private Fund's underlying investments, as such, we cannot guarantee that the investment objectives of any particular Private Fund will be achieved.

**Issuer Concentration Risk:** From time to time, a Financial Advisor (or a Portfolio) may take a significant position in a particular issuer; for example, a particular Financial Advisor's Clients may, in the aggregate, own more than 5% of an issuer's outstanding stock. Even where such position is spread among a number of Client accounts, the affected Clients will be more exposed to the issuer's specific risk than where our firm's aggregate position in the issuer is insignificant and/or immaterial. Such large positions may also affect the liquidity of the investment because we may not be able to completely liquidate the position within a desired timeline or at a desired price if we own more than the typical daily trading volume. We are required by applicable regulations to disclose ownership of more than 5% of the total outstanding shares of certain equity securities held in our discretionary accounts. There are no similar disclosure requirements to the extent the positions are held in non-discretionary Client accounts. Clients are therefore encouraged to discuss these risks with their Financial Advisor when considering the Financial Advisor's investment recommendations.

## DISCIPLINARY INFORMATION

1. In March 2019, Stifel, along with 78 other investment advisers who voluntarily participated in the SEC's Share Class Selection Disclosure Initiative, consented to the entry of an Order Instituting Administrative and Cease-and-Desist Proceedings Pursuant to Sections 203(e) and 203(k) of the Investment Advisers Act of 1940, Making Findings, and

Imposing Remedial Sanctions and a Cease-and-Desist Order (the "Order") by the SEC instituted pursuant to Sections 203(e) and 203(k) of the Advisers Act without admitting or denying the findings therein except those related to jurisdiction and the subject matter of the proceedings. The Order entered against Stifel alleged that Stifel willfully violated Sections 206(2) and 207 of the Advisers Act as a result of its inadequate disclosure of conflicts of interest related to (a) the selection of mutual fund share classes that charged 12b-1 fees, which are recurring fees deducted from fund's assets, when an alternative share class was available that did not charge a 12b-1 fee, and (b) the receipt of 12b-1 fees in connection with these investments. The SEC did not impose a civil penalty against Stifel in recognition of the fact that Stifel self-reported the issue to the SEC. However, Stifel was censured and ordered to cease-and-desist from committing or causing any violations and future violations of Sections 206(2) and 207 of the Advisers Act, pay disgorgement and pre-judgment interest in the amount of \$6,037,175.98 to affected investors, and comply with several undertakings related to notifying affected investors of the terms of the Order.

2. On January 26, 2018, Stifel entered into a Letter of Acceptance, Waiver, and Consent ("AWC") with FINRA to settle allegations that the firm (i) traded ahead of certain customer orders at prices that would have satisfied the customer orders; (ii) did not maintain adequate supervisory controls that were reasonably designed to achieve compliance with FINRA Rule 5320 and Supplementary Material .02 of FINRA Rule 5320; and failed to report an information barrier identifier with its order audit trail system (OATS) submission for certain orders. These allegations were considered to be violations of FINRA Rules 2010, 3110, 7440(b)(19), and NASD Rule 3010. While not admitting or denying the allegations, the firm consented to a censure, monetary fine of \$37,500, plus interest of \$318.25, restitution payments to affected investors, and an undertaking to revise its written supervisory procedures relating to Rule 5320 and Supplementary Material .02 of FINRA to settle these allegations.
3. On January 26, 2018, Stifel entered into an AWC with FINRA to settle allegations that the firm failed to report to the Trade Reporting and Compliance Engine ("TRACE") transactions in TRACE-eligible securitized products within the time required by FINRA Rule 6730. While not admitting or denying these allegations, the firm agreed to a censure and a fine of \$17,500.
4. In June 2017, Stifel entered into an AWC with FINRA to settle allegations that Stifel did not provide timely disclosures to a municipal issuer in connection with its role as placement agent in a placement of bonds issued by the municipal issuer in accordance with interpretive guidance issued by the Municipal Securities Rulemaking Board ("MSRB") regarding MSRB Rule G-23. In May 2012, Stifel recommended that the issuer do a placement, in lieu of a public offering, in order to save on debt service costs. The issuer accepted Stifel's recommendation and agreed that Stifel would serve as placement agent. However, Stifel did

not provide the disclosures regarding its role in a timely manner. As a result, the firm was alleged to have violated MSRB Rule G-23 by serving as both financial advisor and placement agent on the same issue. While not admitting or denying the allegations, Stifel agreed to a regulatory censure and a monetary fine of \$125,000.

5. In March 2017, Stifel consented to the entry of a Cease and Desist Order (“Order”) by the SEC in which Stifel was found to have violated Section 206(4) of the Advisers Act and Rule 206(4)-7 thereunder by failing to adopt or implement adequate policies and procedures to track and disclose the trading away practices of certain Investment Managers in several of Stifel’s discretionary wrap fee programs, including information about additional costs incurred by clients as a result of the Investment Manager’s use of another broker to execute transactions away from Stifel. Stifel neither admitted nor denied the findings contained in the Order, except those related to jurisdiction and the subject matter of the proceeding. Stifel made several undertakings enumerated in the Order related to the trading away practices of third-party managers, including a review and update of its policies and procedures, providing information to financial advisors and clients, and training financial advisors. Stifel was ordered to pay a civil penalty of \$300,000 and ordered to cease and desist from violating Section 206(4) and Rule 206(4)-7 thereunder.
6. On January 4, 2017, an Administrative Consent Order (“Order”) was entered against Stifel and a former registered representative associated with Stifel by the Securities Division of the Mississippi Secretary of State (“Division”) resolving an investigation into certain activities occurring in two branch offices during the period of September 2000 through November 2013. Without admitting or denying the findings in the Order, Stifel agreed to the entry of the Order directing Stifel to cease and desist from violating Rule 5.15 of the Mississippi Securities Act of 2010, a books and records rule, and to pay the Division \$49,500 on its behalf as well as \$500 on behalf of the former registered representative.
7. On December 6, 2016, a final judgment (“Judgment”) was entered against Stifel by the United States District Court for the Eastern District of Wisconsin (Civil Action No. 2:11-cv-00755) resolving a civil lawsuit filed by the SEC in 2011 involving violations of several antifraud provisions of the federal securities laws in connection with the sale of synthetic collateralized debt obligations (“CDOs”) to five Wisconsin school districts in 2006. As a result of the Order, Stifel is required to cease and desist from committing or causing any violations and any future violations of Section 17(a)(2) and 17(a)(3) of the Securities Act, and Stifel and a former employee are jointly liable to pay disgorgement and prejudgment interest of \$2.5million. Stifel was also required to pay a civil penalty of \$22 million. The Judgment also required Stifel to distribute \$12.5 million of the ordered disgorgement and civil penalty to the school districts involved in this matter.
8. On April 8, 2016, Stifel entered into an AWC with FINRA to settle allegations that the firm used permissible customer-owned securities as collateral for bank loans procured by the firm. However, on several occasions over a period of years, prior to performing its customer reserve calculation, Stifel substituted those loans with loans secured with firm-owned collateral. The substitution thereby reduced the amount that Stifel was required to deposit into the Customer Reserve Account. FINRA found the practice to be a violation of applicable rules, including Section 15(c) of the Securities Exchange Act of 1934 and Rule 15c3-3(e)(2) thereunder. Throughout the relevant period, the firm had sufficient resources to fund the Customer Reserve Account even if the substitutions had not occurred. While not admitting or denying the allegations, the firm consented to a censure and fine of \$750,000.
9. On March 24, 2016, Stifel entered into an AWC with FINRA to settle allegations that the firm executed transactions in a municipal security in an amount that was below the minimum denomination of the issue. The conduct described was deemed to constitute a violation of applicable rules. While not admitting or denying these allegations, the firm agreed to a censure and a fine of \$25,000.
10. On March 3, 2016, Stifel entered into an AWC with FINRA to settle allegations that the firm, among other things, (i) traded ahead of certain customer orders, (ii) failed to mark proprietary orders with required notations, (iii) failed to yield priority, parity, and/or precedence in connection with customer trades submitted with proprietary orders, (iv) failed to disclose required information in writing to affected customers, and (v) failed to reasonably supervise and implement adequate controls in connection with these trades. These allegations were considered to be violations of New York Stock Exchange (“NYSE”) Rules 90, 92, 410(b), and 2010 as well as Section 11(a) of the Exchange Act. While not admitting or denying the allegations, the firm consented to a censure and fine of \$275,000.
11. On January 5, 2016, Stifel, along with one of its employees, entered into an AWC with FINRA to settle allegations that Stifel and the employee (i) failed to adequately supervise the written communication of a registered institutional salesperson who circulated communications about companies that were subject to Stifel research and (ii) failed to implement a supervisory system designed to supervise the distribution, approval, and maintenance of research reports and institutional sales material. These allegations were considered violations of various NASD Rules (including, but not limited to Rule 2711(a)(9), 2210(d)(1), and 3010). While not admitting or denying the allegations, the firm consented to a censure and fine of \$200,000.
12. On October 27, 2015, Stifel was one of many firms to enter into an AWC with FINRA to settle allegations that the firm (i) disadvantaged certain customers that were eligible to purchase Class A shares in certain mutual funds without a front-end sales charge, but were instead sold Class A shares with a front-end sales charge or Class B or C shares with back-end sales charges and higher ongoing fees, and (ii) failed to establish and maintain a supervisory system and

procedures to ensure that eligible customers who purchased mutual fund shares received the benefit of applicable sales charge waivers. These allegations were considered to be violations of NASD Rule 3010 and FINRA Rules 3110 and 2010. While not admitting or denying the allegations, the firm consented to a censure and to pay \$2.9 million in restitution to the eligible customers.

13. On June 18, 2015, Stifel, together with 39 other financial services firms, consented to the entry of a Cease and Desist Order by the SEC following voluntary participation in the SEC's Municipalities Continuing Disclosure Cooperative Initiative ("MCDC"). The SEC alleged that each participating firm generally violated federal securities laws and regulations (including certain anti-fraud provisions thereof) in connection with municipal securities offerings in which the firm (i) acted as either senior or sole underwriter and in which the offering documents contained false or misleading statements by the issuer about the issuer's prior compliance with certain federal securities laws or regulations, (ii) failed to conduct adequate due diligence about the issuer in connection with such offerings, and (iii) as a result, failed to form a reasonable basis for believing the truthfulness of the statements made by the issuers in the offerings, in each case as required by applicable securities laws and regulations. While not admitting or denying the allegations, Stifel consented to a fine of \$500,000 and to retain a consultant to conduct a review of its policies and procedures relating to municipal securities underwriting due diligence.
14. On June 10, 2015, Stifel entered into an AWC with FINRA to settle allegations that (i) the firm failed to report the correct symbol indicating whether a transaction was buy, sell, or cross and inaccurately appended a price override modifier to 50,076 last sale reports of transactions that were reported to the FINRA/NASDAQ Trade Reporting Facility and (ii) the firm's supervisory system did not provide for supervision reasonably designed to achieve compliance with applicable securities laws and regulations as well as FINRA rules concerning trade reporting. These allegations were considered to be violations of FINRA Rule 7230A(d)(6), FINRA Rule 2010, and NASD Rule 3110. While not admitting or denying the allegations, the firm consented to censure and a fine of \$40,000.
15. On June 8, 2015, Stifel entered into a settlement agreement with the Chicago Board of Options Exchange, Incorporated to settle allegations that the firm failed to register individuals, by the required deadline, who were otherwise required to register as proprietary trader principals. While not admitting or denying the allegations, the firm agreed to censure and a fine of \$35,000.
16. On March 4, 2015, Stifel entered into an AWC with The NASDAQ Stock Market LLC to settle allegations that the firm failed to immediately display certain customer limit orders in NASDAQ securities in the firm's public quotation, when (i) the order price was equal to or would have improved the firm's bid or offer and/or the national best bid or offer for such security and (ii) the size of the order represented more than a de minimis change in relation to the size associated with the firm's bid or offer in each such security. In addition, The NASDAQ also alleged that the firm's supervisory system did not provide for supervision reasonably designed to achieve compliance with respect to the applicable securities laws and regulations and the Rules of NASDAQ concerning limit order display. These allegations were considered to be violations of Rule 604 of Regulation NMS and NASDAQ Rules 3010 and 2010A. While not admitting or denying the allegations, the firm consented to a censure and a fine of \$15,000.
17. On December 23, 2014, Stifel entered into an AWC with FINRA to settle allegations that the firm (i) failed to execute orders fully and promptly, and (ii) failed to use reasonable diligence to ascertain the best inter-dealer market and to buy or sell in such market so that the resultant price to its customers was as favorable as possible under prevailing market conditions. In addition, FINRA also alleged that the firm's supervisory system did not provide for supervision reasonably designed to achieve compliance with respect to certain applicable securities laws and regulations and/or the Rules of FINRA. These allegations were considered to be violations of FINRA Rules 5320 and 2010 and NASD Rules 2320 and 3010. While not admitting or denying the allegations, the firm agreed to a censure and a fine of \$55,000.
18. On November 3, 2014, the SEC issued a Cease-and-Desist Order and entered into a settlement agreement with Stifel to settle allegations that Stifel executed a transaction in the Puerto Rico bonds with a customer in the amount below the \$100,000 minimum denomination of the issue. The conduct described was deemed to constitute a violation of MSRB Rule G-15(f). While not admitting or denying these allegations, the firm agreed to a censure and a fine of \$60,000.
19. On October 21, 2014, Stifel entered into an AWC with FINRA to settle allegations that the firm (i) failed to report to the FINRA/NASDAQ Trade Reporting Facility the capacity in which the firm executed certain transactions in Reportable Securities, (ii) failed to disclose to its customers the correct reported trade price in certain transactions and its correct capacity in each transaction, (iii) incorrectly included an average price disclosure in certain transactions, (iv) inaccurately disclosed the commission or commission equivalent in certain transactions, and (v) accepted a short sale in an equity security for its own account without: (1) borrowing the security, or entering into a bona-fide arrangement to borrow the security; or (2) having reasonable grounds to believe that the security could be borrowed so that it could be delivered on the date delivery is due; and (3) documenting compliance with Rule 203(b)(1) of Regulation SHO. In addition, FINRA also alleged that the firm's supervisory system did not provide for supervision reasonably designed to achieve compliance with respect to the above-noted issues. These allegations were considered to be violations of FINRA Rule 7230A, SEC Rule 10b-10, Rule 203(b)(1) of Regulation SHO, SEC Rule 605 of Regulation NMS, NASD Rule 3010, and FINRA

Rule 2010, respectively. While not admitting or denying the allegations, the firm agreed to a censure and a fine of \$32,500.

20. On September 25, 2014, Stifel entered into an AWC with The NASDAQ Stock Market LLC to settle allegations that the firm failed to immediately display certain customer limit orders in NASDAQ securities in the firm's public quotation, when (i) the order price was equal to or would have improved the firm's bid or offer and/or the national best bid or offer for such security, and (ii) the size of the order represented more than a de minimis change in relation to the size associated with the firm's bid or offer in each such security. The conduct described was deemed to constitute a violation of Rule 604 of Regulation NMS. While not admitting or denying the allegations, the firm consented to a censure and a fine of \$12,500.
21. On September 22, 2014, Stifel entered into an AWC with FINRA to settle allegations on two separate items. The first, that the firm failed to establish and implement an anti-money laundering ("AML") program reasonably designed to detect and cause the reporting of certain suspicious activity during a period when the firm executed for its customers unsolicited purchases and sales of at least 2.5 billion shares of low-priced securities ("penny stocks") which generated at least \$320 million in proceeds. As a result, the firm was deemed to have violated NASD Rule 3011(a) and FINRA Rule 3310(a). The second allegation was that the firm failed to establish, maintain, and enforce a supervisory system reasonably designed to ensure compliance with Section 5 of the Securities Act of 1933 and the applicable rules and regulations with respect to the distribution of unregistered and non-exempt securities. As a result, the firm was deemed to have violated NASD Rule 3010 and FINRA Rule 2010. While not admitting or denying the allegations, the firm consented to a censure and a fine of \$300,000.
22. On February 27, 2014, Stifel entered into an AWC with FINRA to settle allegations that the firm failed to report TRACE transactions in TRACE-eligible debt securities for agency bond new issue offerings during the period May 10, 2011 through September 30, 2011. While not admitting or denying the allegations, the firm agreed to (i) a censure, (ii) a fine of \$22,500, and (iii) revise the firm's written supervisory procedures relating to supervision of compliance with FINRA Rule 6760.
23. On January 9, 2014, Stifel entered into an AWC with FINRA to settle allegations that, among other things, (i) the firm allowed certain of its registered representatives to recommend nontraditional ETFs to customers without such representatives conducting adequate due diligence on the recommended products, (ii) the firm did not provide adequate formal training to its representatives or their supervisors regarding nontraditional ETFs before permitting such persons to recommend and/or supervise the sale of nontraditional ETFs to customers, and (iii) the firm failed to establish and maintain a supervisory system of controls, including written procedures specifically tailored to address the unique features and risks associated with nontraditional ETFs, or one that was reasonably designed to ensure that the sale of such nontraditional ETFs complied with applicable securities laws and regulations. The firm consented to a regulatory censure, a fine of \$450,000, and restitution to the 59 affected customers in the amount of \$338,128.
24. On December 23, 2013, Stifel and one of its representatives entered into a Stipulation and Consent Agreement with the State of Florida Office of Financial Regulation to settle allegations that the Stifel representative engaged in investment advisory business within the State of Florida without due registration as an investment advisory representative. Stifel agreed to an administrative fine of \$15,000. For its part, the State of Florida approved the individual's investment advisory representative registration.
25. On December 20, 2013, Stifel entered into an AWC with FINRA to settle allegations that, among other things, (i) the firm accepted and held customer market orders, (ii) traded for its own account at prices that would have satisfied the customer market orders, (iii) failed to immediately execute the customer market orders up to the size and at the same price at which it traded for its own account or at a better price, and (iv) failed to execute orders fully and promptly and, in addition, some of the instances resulted in prices to the customers that were not as favorable as possible under prevailing market conditions. The firm consented to a censure and fine of \$80,000.00 and to pay restitution of \$4,416.74 to the affected customers.
26. On September 27, 2013, Stifel entered into an AWC with FINRA to settle allegations relating to a Trading and Market Making Surveillance Examination for trades dated in 2010 – specifically, that (i) the firm reported inaccurate information on customer confirmations relating to distinguishing compensation from handling fees, failing to include market-maker disclosure, and incorrectly including average price disclosure, (ii) the firm made available a report on the covered orders in national market system securities that included incorrect information regarding the size of orders, classification of orders in incorrect size buckets, (iii) the firm's written supervisory procedures failed to provide adequate written supervisory procedures relating to supervisory systems, procedures and qualifications, short sale transactions, backing away and multiple quotations, information barriers, and minimum quotation requirements, and (iv) the firm failed to provide documentary evidence that it performed the supervisory reviews set forth in its written supervisory procedures concerning order handling, anti-intimidation coordination, soft dollar accounts and trading, Order Audit Trail System ("OATS") reporting, books and records, and monitoring electronic communications. These allegations were considered to be violations of SEC Rule 10b-10, SEC Rule 605 of Regulation NMS, NASD Rule 3010, and FINRA Rule 2010, respectively. While not admitting or denying the allegations, the firm agreed to a regulatory censure and a fine of \$20,000. The firm also agreed to revise its written supervisory procedures.

27. On August 6, 2013, Stifel entered into an AWC with FINRA to settle allegations that the firm failed to properly indicate whether certain orders were buy, short sales, or long sales and, further, failed to indicate the correct capacity of certain orders into the NASDAQ/SingleBook System, in violation of NASDAQ Rules 4755 and 4611(a)(6), respectively. While not admitting or denying the allegations, the firm agreed to a regulatory censure and an aggregate fine of \$10,000.
28. On August 6, 2013, Stifel entered into an AWC with FINRA to settle allegations relating to three separate reviews from 2008, 2009, and 2010 regarding fair pricing of fixed income securities – specifically, that (i) for certain of those periods, the firm failed to buy or sell corporate bonds at a fair price, (ii) the firm bought or sold municipal securities for its own account and/or sold municipal securities to a customer at an aggregate price that was not fair and reasonable, and (iii) the firm failed to use reasonable diligence to ascertain the best inter-dealer market price for certain identified transactions and/or to buy and sell in such market such that the price to its customers was as favorable as possible under prevailing market conditions. These allegations were considered to be violations of FINRA Rule 2010, NASD Rules 2110, 2320, 2440, Interpretive Materials -2440-1 and -2440-2, and MSRB Rules G-17 and G-30(A). To settle each of these separate allegations, the firm agreed to be censured and fined \$92,500 in the aggregate, and to pay restitution to clients of \$53,485.96 (of which \$36,762.73 had already been paid by the firm, of its own accord, to the affected clients) plus interest.
29. Stifel entered into an AWC dated August 6, 2013, for violations of SEC, FINRA, and NASD rules. The allegations were the result of four separate reviews FINRA conducted during 2008 and 2009 involving OATS reporting, market order timeliness, and market making. Without admitting or denying the findings, the firm consented to the described sanctions and was censured and fined \$52,500 for the violations found during the four separate reviews. The firm also agreed to revise its written supervisory procedures and to pay restitution in the amount of \$1,791.33 to its customers.
30. On May 29, 2013, Stifel entered into a settlement agreement with the Chicago Board of Options Exchange, Incorporated to settle allegations that the firm failed to register individuals that were otherwise required to register as proprietary trader principals by the required deadline. While not admitting or denying the allegations, the firm agreed to a regulatory censure and a fine of \$5,000.
31. On September 28, 2012, Stifel entered into an AWC with FINRA to settle allegations that the firm failed to report TRACE 29451 transactions in TRACE-eligible debt securities within 15 minutes of the time of execution, in violation of FINRA Rule 6730(A) and Rule 2010. While not admitting or denying the allegations, the firm agreed to pay a fine of \$5,000.
32. On March 26, 2012, Stifel entered into an AWC with FINRA to settle allegations that the firm failed to adequately supervise a former Missouri agent who sold unregistered securities, and failed to detect or respond adequately to warning signs and/or evidence that should have alerted the firm to the agent’s misconduct. Stifel neither admitted nor denied FINRA’s findings. The firm consented to findings, a censure, and agreed to pay a regulatory fine of \$350,000 and restitution in an amount not to exceed \$250,000 plus interest to customers affected by the agent’s misconduct (subject to various other procedural requirements).
33. On January 24, 2012, Stifel entered into a consent order with the Missouri Securities Division to settle allegations that the firm failed to supervise a former Missouri agent who sold unregistered securities, failed to disclose material facts, made material misstatements, and who engaged in an act, practice, or course of business that operated as a fraud or deceit. The Division further found that Stifel failed to make, maintain, and preserve records as required under the Securities and Exchange Act and Stifel’s written supervisory procedures. Stifel neither admitted nor denied the Division’s findings. The firm consented to findings, a censure, and agreed to pay \$531,385 in restitution and interest to investors, \$500,000 to the Missouri Secretary of State’s Investor Education and Protection Fund, and \$70,000 as costs of the Division’s investigation. In addition, Stifel is required to retain an outside consultant to review and report to Stifel concerning certain of the firm’s policies and procedures. The report will be made available to the Division.
34. In 2009, 2010, and 2011, Stifel entered into consent agreements with a number of state regulatory authorities regarding the sale of securities commonly known as “Auction Rate Securities” (ARS). The state regulatory authorities claimed that Stifel failed to reasonably supervise the sales of ARS by failing to provide sufficient information and training to its registered representatives and sales and marketing staff regarding ARS and the mechanics of the auction process applicable to ARS. As part of some or all of the consent agreements, Stifel agreed to pay various levels of fines to the states, to accept the regulator’s censure, to cease and desist from violating securities laws and regulations, to retain at Stifel’s expense a consultant to review the firm’s supervisory and compliance policies and procedures relating to product review of nonconventional investments, and/or repurchase certain auction rate securities from the firm’s clients. The states with which Stifel entered into agreements of consent and the amounts of the fines paid to the respective states are:

STATE	DATE RESOLVED	FINE PAID
VIRGINIA	09/18/09	\$ 17,500.00
MISSOURI	01/22/10	\$250,000.00
NORTH DAKOTA	04/12/10	\$ 1,050.00
INDIANA	04/14/10	\$173,323.36
SOUTH DAKOTA	04/19/10	\$ 1,050.00
IOWA	04/19/10	\$ 2,172.71

VERMONT	04/22/10	\$ 1,116.04
WASHINGTON	04/26/10	\$ 1,512.29
KENTUCKY	04/27/10	\$ 7,984.40
MONTANA	05/04/10	\$ 1,050.00
CALIFORNIA	05/05/10	\$ 11,220.45
NEBRASKA	05/10/10	\$ 1,248.13
ALABAMA	05/13/10	\$ 1,050.00
MISSISSIPPI	05/18/10	\$ 2,833.13
LOUISIANA	05/25/10	\$ 1,116.04
UTAH	06/01/10	\$ 1,116.04
TENNESSEE	06/16/10	\$ 3,889.80
PUERTO RICO	06/23/10	\$ 1,050.00
WEST VIRGINIA	06/28/10	\$ 1,050.00
DELAWARE	07/08/10	\$ 1,182.08
OKLAHOMA	07/14/10	\$ 1,050.00
COLORADO	08/24/10	\$ 24,720.67
KANSAS	08/19/10	\$ 13,597.95
RHODE ISLAND	08/10/10	\$ 1,050.00
U.S. VIRGIN ISLANDS	09/14/10	\$ 1,050.00
CONNECTICUT	09/23/10	\$ 8,512.73
MAINE	09/24/10	\$ 1,116.04
MICHIGAN	09/29/10	\$ 35,788.02
SOUTH CAROLINA	10/04/10	\$ 1,446.25
ARKANSAS	10/19/10	\$ 1,314.17
NEW JERSEY	10/29/10	\$ 15,381.10
ALASKA	10/27/10	\$ 1,446.25
WISCONSIN	12/08/10	\$ 18,286.93
OREGON	02/17/11	\$ 2,502.92
MINNESOTA	01/31/11	\$ 5,805.01
NEVADA	02/03/11	\$ 17,164.21
OHIO	04/14/11	\$ 15,645.25
MARYLAND	05/13/11	\$ 16,663.56
FLORIDA	04/23/12	\$ 29,617.71
GEORGIA	05/01/12	\$ 2,040.63
PENNSYLVANIA	08/10/12	\$ 9,450.00
ILLINOIS	08/29/12	\$ 32,619.00

35. On October 27, 2010, Stifel entered into an AWC with FINRA resolving FINRA's claim that Stifel failed to buy or sell corporate bonds at a price that was fair, taking into account all relevant circumstances; that the firm transmitted reportable order events to OATS that were rejected by OATS for repairable context or syntax errors that went uncorrected by the firm; that the firm incorrectly reported principal trade transactions as "agent" or "riskless principal" trades; and that the firm failed to report correctly the first leg of riskless principal transactions as "principal." While not admitting or denying the allegations, the firm agreed to a regulatory censure and to pay a \$32,500 fine.

36. On September 23, 2010, Stifel entered into an AWC with FINRA resolving FINRA's claim that, prior to its acquisition by Stifel, Ryan Beck & Co., Inc. had failed to establish an effective supervisory system and written supervisory procedures reasonably designed to ensure that discounts were correctly applied on eligible UIT purchases. FINRA alleged that Ryan Beck failed to identify and appropriately apply sales charge discounts and misstated to certain clients that discounts and breakpoint advantages had been properly applied. While not admitting or denying the allegations, the firm agreed to an undertaking by which the firm would submit to FINRA a proposed plan of how it will identify and compensate customers who qualified for, but did not receive, the applicable UIT sales charges discount. The firm will determine the excess sales charges paid by customers and calculate monies owed, plus interest, and provide FINRA with a schedule of the same and a program of restitution.

37. On March 10, 2010, Stifel agreed to pay a \$133,000 fine to the State of Missouri and disgorgement of customer commissions in the amount of \$78,617 arising out of the State's allegations that the firm failed to reasonably supervise a Missouri-registered agent with regard to transactions in certain securities accounts of three Missouri residents.

38. On April 6, 2009, Stifel entered into an AWC with FINRA resolving FINRA's claim that the firm had failed to report to NASDAQ Market Center last sale reports of transactions in designated securities and failed to report to NMC the second leg of "riskless principal" transactions. While not admitting or denying the allegations, the firm agreed to pay a fine of \$5,000.

#### **OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

As set forth above, our firm is dual registered as an investment adviser and a broker-dealer, and is also a licensed insurance agency with various states. We also have a number of affiliates that are registered as investment advisers or broker-dealers (or both). In addition to being registered representatives of Stifel, some of our management persons may be registered representatives of these affiliated broker-dealers. Similarly, some of our management persons may be management persons of our affiliates, including Affiliated Advisers. Finally, some of our management persons may be licensed to practice law in various states. These individuals do not provide legal services to Clients. Our parent company, Stifel Financial Corp., is a publicly traded company (ticker: SF). We generally prohibit our Financial Advisors from recommending the purchase of our parent company securities in Clients' Advisory accounts.

The following affiliates may be involved, directly or indirectly, in the Advisory services provided to Clients in the Programs covered in this brochure:

***Affiliated Advisers and Broker-Dealers*** – We have a number of arrangements with our Affiliated Advisers and broker-dealers that are applicable to Clients enrolled in our Advisory Programs. As of the date of this brochure, our Affiliated Advisers included Ziegler Capital Management, LLC (“Ziegler”), 1919 Investment Counsel, EquityCompass Investment Management, LLC, Washington Crossing Advisors, LLC, and InTyce, LLC. These Affiliated Advisers provide model Portfolios and/or manage Portfolios on a discretionary basis in a number of our Programs. We have a conflict of interest when our Financial Advisors recommend Affiliated Advisers rather than Independent Advisers, since any Product Fees received by an Affiliated Adviser remains within the Stifel umbrella and may have a positive impact on the performance of our parent company stock (of which the Financial Advisor is likely a shareholder). Moreover, our Financial Advisors may develop close personal relationships with employees and associated persons of our Affiliated Advisers and, as a result, may have an incentive to recommend such Affiliated Advisers over Independent Advisers. To mitigate this risk, we do not pay our Financial Advisors on the basis of recommendations of Affiliated Advisers or affiliated products. In addition, we pay our Affiliated Advisers in the same range as Independent Advisers (i.e., the Product Fees to utilize the services and/or Portfolios of Affiliated Advisers are comparable to Product Fees associated with Independent Advisers).

We also serve as clearing broker and custodian to accounts sourced by our affiliate, Century Securities Associates (“Century”), and make a wide range of Advisory services and support resources available for the use of Century clients. We may also provide portfolio management services to some of these clients to the extent they are enrolled in any Program or Portfolio where we maintain discretion. We receive a share of the fees and/or charges paid by Century clients in connection with the services that we provide.

***Affiliated Trust Companies*** – Our affiliated trust companies, Stifel Trust Company, N.A. and Stifel Trust Company Delaware, N.A., each provide personal trust services (including serving as trustee or co-trustee, or custodian) for individuals and organizations. From time to time, as trustee or co-trustee, these trust affiliates may open an Advisory account with us. In such cases, the fees charged by our trust affiliates are structured in a manner that is consistent with fiduciary principles applicable to such entities.

***Keefe, Bruyette & Woods (“KBW”)*** – Our Financial Advisors may, from time to time, use research provided by our affiliate, KBW, in connection with the services provided to Clients with Advisory accounts. Clients are not charged for the value of such research; Stifel does not use KBW to execute Client trades or otherwise provide services to Client Advisory accounts.

***Affiliated Funds and Other Products*** – As discussed above in “Additional Information on Fees and Other Compensation,” Stifel and its affiliates receive compensation from Funds and other products.

***Affiliated Banks*** – In connection with the insured bank deposit programs offered as cash sweep options for our Client accounts,

our affiliate banks are either the sole participating banks, or the two top participating banks into which idle cash swept from eligible Client accounts may be swept. From time to time, Clients may also have a direct relationship with a Stifel Bank entity and hold other personal deposit and/or bank accounts at such affiliated bank in which case, such Clients are solely responsible for any customary fees that are charged with respect to such deposit or other bank accounts. Furthermore, as set forth under the section “Credit Line Loans” below, our affiliated banks may compensate us in connection with Credit Line Loans that Clients hold at the bank (based on the outstanding balance). Clients should therefore note that the Financial Advisor may have an incentive to recommend such Credit Line Loans and, as such, should carefully review the terms of any proposed Credit Line Loan prior to taking out any such Loan. Finally, our affiliated banks may, from time to time, issue brokered certificate of deposits which we may determine to make available for purchase by our clients.

***Affiliated Private Funds*** – As discussed in the section “Management and Advisory Services to Private Funds,” our firm may, directly or through an affiliate, act as a general partner, manager, or managing member, or otherwise provide investment advisory services of various Affiliated Private Funds. These Affiliated Private Funds are offered to eligible investors, some of whom may also have Advisory accounts with us. Solicitation activities for Affiliated Private Fund securities are typically made via an offering memorandum, circular or prospectus and may only be made to clients for whom such investments are deemed suitable. Regardless of whether such funds are Affiliated Private Funds or not affiliated with us, investors will indirectly incur various fees and expenses as described in the offering documents for the applicable fund. With limited exceptions, Clients that invest in Affiliated Private Funds at Stifel are required to hold such securities in brokerage accounts. To the extent that Affiliated Private Fund interests are held in brokerage accounts, these clients are not charged Advisory Account Fees with respect to the holdings. In certain circumstances, we may allow investors to purchase and/or hold the Private Fund interests in their Advisory account. If an exception is granted for a Client to purchase and/or hold such Affiliated Private Fund shares in an Advisory account, depending on the particular Affiliated Private Fund and/or the specific class, series or type of interest held, Stifel may charge an Advisory Account Fee with respect to such securities held in the Advisory account, which Advisory Account Fee will generally be in lieu of fees charged by the Affiliated Private Fund (but in addition to any fees charged by any underlying investments which the Affiliated Private Funds invest), or the management fee or placement fee may be waived or reduced. Alternatively, the value of such securities held in the Advisory account will be excluded from the Advisory Account Fee billing. Stifel generally does not allow any such Affiliated Private Fund shares to be purchased subject to commissions through the Vantage Program.

***Stifel Nicolaus Insurance Agency, Incorporated*** – As set forth above, our firm is licensed as an insurance agency in a number of states and, as such, is able to sell insurance products to clients directly. However, in a few states, insurance products are sold through our affiliate, Stifel Nicolaus Insurance Agency,

Incorporated. In such cases, the affiliate, and not our firm, will receive customary commissions paid by the insurance companies issuing Client policies. Financial Advisors who sell insurance products in such states typically are licensed as agents of the affiliate and will receive a portion of the insurance commissions paid.

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Each Client should note that each relationship set forth above creates a conflict of interest for our firm and/or Financial Advisors. Our firm acts as a fiduciary with respect to all Advisory services. As a fiduciary, we take reasonable steps to ensure that all material conflicts are fully disclosed to our Clients.

## **CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS, AND PERSONAL TRADING**

### **Code of Ethics**

In addition to Stifel Financial Corp.'s Code of Ethics Policy, which is applicable to all Stifel personnel, our Advisory personnel are also subject to our Investment Advisory Code of Ethics ("IA Code of Ethics"). The IA Code of Ethics applies to activities that our personnel conduct in our firm's capacity as a registered investment adviser, subject to applicable fiduciary obligations. A copy of the IA Code of Ethics is available upon request. Set forth in the IA Code of Ethics are standards reasonably designed to promote honest and ethical conduct, comply with federal securities laws and governmental rules and regulations, maintain privacy of Client information, protect nonpublic information, and encourage associates to report any known violations. Such standards include placing Client interests first, avoiding any material or potential conflicts of interest, and ensuring that personal securities transactions are conducted appropriately. Compliance periodically reviews the IA Code of Ethics to ensure adequacy and effectiveness in complying with applicable regulations.

### **Participation or Interest in Client Transactions**

To the extent we execute transactions for Client accounts, Advisory transactions are generally executed on an agency basis. However, our firm may trade with Clients and seek to earn a profit for its own account (such trades generally are referred to as "principal transactions"). Principal transactions are executed at prices and commission rates that we believe are competitive and in accordance with industry practice. Although we may be able to provide a more favorable price to a Client if we purchase from or sell to our inventory of securities, we generally are not able to engage in such transactions with Advisory accounts due to regulatory requirements, which require written disclosure and consent on a trade-by-trade basis. However, if the account is managed by an Independent Adviser who is directing the trade, we may, as broker, trade from our inventory without having to obtain Client consent for the transaction. In addition, we do not permit Advisory accounts to purchase securities in syndicated offerings from our firm or our affiliates, unless neither our firm nor an affiliate is the underwriter for the offering and the transaction can be effected on an agency basis.

When permitted by applicable law and firm policy, we may and may cause Client accounts to engage in cross and agency cross transactions. A cross transaction occurs when we cause a Client account to buy securities from, or sell securities to, another Client, and our firm does not receive a commission from the transaction. We may (but are under no obligation to) cause Client accounts to engage in cross transactions. An agency cross transaction occurs when our firm acts as broker for a Client account on one side of the transaction and a brokerage account or another Client account on the other side of the transaction in connection with the purchase or sale of securities by the Client account, and our firm receives a commission from the transaction. We will have a potentially conflicting division of loyalties and responsibilities to the parties to cross and agency-cross transactions, including with respect to a decision to enter into such transaction as well as with respect to valuation, pricing, and other terms. We have adopted policies and procedures in relation to such transactions and conflicts. However, there can be no assurance that such transactions will be effected in the manner that is most favorable to a Client account that is a party to any such transaction. Cross transactions may disproportionately benefit some Client accounts as compared to other Client accounts due to the relative amount of market savings obtained by the client accounts. If effected, cross or agency cross transactions are effected in accordance with fiduciary requirements and applicable law (which may include providing disclosure and obtaining client consent). To the extent such consent is provided in advance of the cross or agency cross transactions, Clients may revoke the consent at any time by written notice to Stifel or their Financial Advisor, and any such revocation will be effective once we have received and have had a reasonable time to act on it.

Certain of our Financial Advisors may recommend securities of issuers that our firm has otherwise sponsored or promoted (including as initial public offerings and other syndicated offerings). Client transactions in such offerings are generally required to be effected in brokerage accounts, not Advisory accounts. Clients who participate in such transactions should note, therefore, that neither Stifel nor the Financial Advisor is, in any way, acting as a fiduciary with respect to any such transactions. As associated persons of a registered broker-dealer, our Financial Advisors are generally prohibited from participating in these offerings. However, some of our affiliates may, for their own accounts or for accounts of their clients, take substantial positions in such securities. In such cases, the affiliate may indirectly benefit from our Financial Advisor's investment recommendations if (for example) the later purchase by our Advisory accounts of the securities (i.e., in the secondary market) cause the price of those securities to rise. In general, our policies prohibit Stifel personnel from sharing information relating to investments made for Client accounts with affiliates or other parties, unless such parties need to know such information in order to provide services to any affected client accounts and such disclosure is permitted by law. To the extent that associated persons obtain information relating to investments by Stifel and/or an affiliate, such associated persons are prohibited from (i) passing such information to any other person who does not need to know the information in order to perform required duties and (ii) using such information to benefit a Financial Advisor or Client.

Our officers and/or employees (including our Financial Advisors) may serve on the boards of companies in Clients' portfolios. In addition, our firm or affiliates may provide services to such portfolio companies. The portfolio companies may compensate us (or our affiliates) for services with options to purchase stock or other equity interests of the portfolio companies. If an affiliate owns options or other securities issued by portfolio companies, a conflict of interest may arise between the timing of any exercise or sale of these options, and our decisions about the same portfolio securities for Client accounts. We do not solicit such information from any affiliate.

Our firm, Financial Advisors, and affiliates frequently have access to non-public information about publicly traded companies. When this occurs, our Financial Advisors (and therefore, their Client accounts) may be prohibited from trading an existing position at a time that would be beneficial to such Clients, resulting in investment losses or the failure to achieve investment gains. In other cases, we may purchase or sell the securities of an issuer at a time when an affiliate or its employees have material non-public information about such securities or their issuers if the affiliates have not otherwise notified us of their possession of such information. Our affiliates and their respective employees have no duty to make any such information available to us, and we have no duty to obtain such information from the affiliates and do not otherwise solicit such information.

### **Personal Trading**

Our employees and affiliates may invest in any Advisory Programs that we offer. Our written supervisory procedures are designed to detect and prevent the misuse of material, non-public information by employees. Our firm and affiliates, directors, officers, stockholders, employees, and members of their families may have positions in and, from time to time, buy or sell securities that we recommend to Advisory accounts. We prohibit transactions in our firm account(s) and accounts of associated persons in any security that is the subject of a recommendation of our Research department until the recommendation has been disseminated to Clients and a reasonable time has elapsed following the dissemination. Our associated persons are prohibited from buying or selling securities for their personal accounts if the decision to do so is substantially derived, in whole or in part, by reason of their employment, unless the information is also available to the investing public or through reasonable inquiry. We maintain and regularly review securities holdings in the accounts of persons who may have access to Advisory recommendations.

## **BROKERAGE PRACTICES**

### **About Our Broker-Dealer**

Our firm's principal business in terms of revenue and personnel is that of a securities broker-dealer. As a broker-dealer, we execute securities transactions per client instructions. As an integral part of the services offered when providing brokerage services, Financial Advisors may provide services and provide advice about securities that are incidental to Stifel's brokerage services. However, when providing brokerage services,

Financial Advisors do not make investment decisions on behalf of clients and do not charge any fees for any incidental advice given. *Absent special circumstances, Financial Advisors are not held to fiduciary standards when providing brokerage services.* Legal obligations to disclose detailed information about the nature and scope of our business, personnel, commissions charged, material or potential conflicts of interests, and other matters, are limited when acting as a broker-dealer.

### **Our Responsibilities as a Broker-Dealer**

As a broker-dealer, Stifel is held to the legal standards of the Securities Act of 1933, the Securities Exchange Act of 1934, FINRA rules, and state laws where applicable. Such standards include fair dealings with clients, reasonable and fair execution prices in light of prevailing market conditions, reasonable commissions and other charges, and reasonable basis for believing that securities recommendations are suitable.

Brokerage clients pay commission charges on a per-transaction basis for securities execution services in their brokerage accounts. Clients with accounts in the Vantage Program set forth in this brochure pay commission charges on a per transaction basis for the Advisory services provided by the Financial Advisor; however, unlike regular brokerage accounts, Financial Advisors exercise discretion over Vantage accounts. With limited exceptions, Client accounts enrolled in fee-based Programs on the Stifel platform generally pay a wrap fee that covers Stifel advisory and portfolio management services, custodial, execution and administrative services, as well as (if applicable) advisory or portfolio management services by Advisers. Clients that hold their accounts with another financial institution only receive investment consulting services from Stifel with respect to those assets and, as such, do not pay for custodial, execution and administrative services. See "Fees and Compensation" for more details about Advisory Account Fees, including wrap fees for Programs that are covered in the Wrap Fee Brochure.

### **Execution of Transactions**

We expect to self-execute trades for accounts to the extent we have discretion and/or the account is held at Stifel. However, we may determine to effect transactions for discretionary Portfolios through other broker-dealers if we determine, in light of all applicable factors, that executing through the other broker-dealer would provide better execution than would be the case if we self-executed. Investment Managers in the following Programs have discretion to effect trades on behalf of Clients through broker-dealers other than Stifel: Opportunity, Connect, and IMC Programs. An Investment Manager in these Programs may trade away if it determines, in its sole discretion, such trade away would be in the best interests of its clients, such as to satisfy its best execution obligations. Clients in these Programs pay fees to Stifel and, as applicable, the Investment Manager for services, which include costs related to transactions in Client accounts effected through Stifel. However, for all transactions executed through other broker-dealers, Clients will likely (but may not always) incur additional costs, such as commissions or markups/markdowns embedded in the price of the security that are *in addition to, and not included in,* the Advisory Account Fee. As such, Clients are separately responsible for any execution costs incurred in connection with such trades. These

additional costs are not reflected on Client account statements; however, if the Investment Manager has provided the appropriate information to us regarding such trades and the related additional costs, the information will be indicated on trade confirmations, or on quarterly transaction confirmation reports provided to those Clients who have elected to suppress immediate trade confirmations.<sup>1</sup>

As Advisers, Investment Managers have a fiduciary obligation to act in the best interests of their advisory clients and are therefore required to seek to obtain “best execution” in effecting trades on behalf of such clients. Under the Advisers Act, “best execution” generally means executing transactions in a manner such that the client’s total cost or proceeds are the most favorable under the circumstances. Although it is important for Investment Managers to seek the best price for a security in the marketplace and minimize unnecessary brokerage costs in satisfying its obligations, these are not the only factors used to determine whether the Investment Manager has satisfied its obligations. It is not an obligation to get the lowest possible commission cost, or to solicit competitive bids for each transaction, but rather, the Investment Manager determines whether the transaction represents the best qualitative execution for its clients. In selecting a broker-dealer, Investment Managers may consider the full range and quality of services offered by the broker-dealer, including the value of the research provided (if any), execution capability, commission rate charged, the broker-dealer’s financial responsibility, and its responsiveness. *It is also important to note that Stifel does not monitor, review, or otherwise evaluate whether an Investment Manager is satisfying its best execution obligations to clients.*

**Types of Securities Traded.** Investment Managers whose strategies consist primarily (or substantially) of fixed income securities, foreign securities (including American Depositary Receipts or ordinary shares), ETFs, and/or small-cap securities are generally more likely to trade away from Stifel. This means that Clients investing in such strategies are more likely to incur execution costs in addition to the Advisory Account Fee paid to Stifel. Clients should, therefore, take these costs into consideration when selecting and/or deciding to remain invested in the affected strategies.

**Trade Aggregation.** Investment Managers typically manage wrap client accounts for multiple firms using the same strategy, and may also manage other directly sourced accounts side-by-side with Stifel Client accounts. In certain cases, an Investment Manager may decide to aggregate all transactions for clients in its Portfolios into a block trade that is executed through one broker-dealer, rather than separately through each participating firm (such as Stifel). Aggregating transactions into a single block may enable the Investment Manager to obtain a better price or additional investment opportunities for its clients, as well as allow the Investment Manager to exercise more control over the execution,

including (for example) potentially avoiding an adverse effect on the price of a security that could result from simultaneously placing a number of separate, successive, and/or competing client orders.

**Investment Managers’ Historical Trading Away Practices.** We maintain a list of Investment Managers with trading discretion over Client accounts that have notified us that they traded away from Stifel during the previous year – the list is typically available no earlier than the second quarter of the following year. The list includes the names of the applicable Portfolios, information about the Investment Manager’s trade-away practices for a particular Portfolio, and the average associated costs (if any) during the applicable year. The information is provided to existing investors in the affected Portfolios, as well as to new Clients seeking to enroll into each affected Portfolio after such information is available. However, the information contained in the list is based solely upon information provided to us by each Investment Manager and is not independently verified by Stifel. As a result, Stifel does not make any representations as to the accuracy of the information presented. The information in the list regarding an Investment Manager’s prior trade-away practices is not a guarantee that a particular Investment Manager will exercise or repeat the same practices in the future and/or with the same frequency. It is possible that an Investment Manager could trade away more or less frequently, or at a higher or lower commission rate, fee, or other expenses, resulting in greater or lesser costs than those indicated. Individual Clients enrolled in the Portfolios noted may experience different results. Similarly, it is possible that an Investment Manager that has not previously, or recently, traded away from Stifel will do so in the future.

*Additional information about an Investment Manager’s brokerage practices, including the factors that the Investment Manager considers in satisfying its best execution obligations, which may vary according to the type(s) of securities traded, is contained in each Investment Manager’s Form ADV Part 2A Brochure. Clients investing in our Adviser Portfolios should review each applicable Investment Manager’s trading away practices before selecting, or while reviewing, the Investment Manager’s Portfolios.*

Orders for most Advisory Programs are routed for agency execution. We do not impose commissions (including markups or markdowns) on transactions that we execute for fee-based Advisory accounts (note that commissions, markups/markdowns will be imposed on Vantage account trades); however, as agency transactions, the broker on the other side of the transaction may charge a markup or markdown that may be equal to, or greater, than any markup or markdown we would have charged if we executed the trade in a principal capacity). Where permissible by applicable law (for example, in our Opportunity Program where an Independent Adviser is directing a trade for non-retirement accounts), we may act as broker for the transaction and, at the same time, purchase and/or sell securities for a Client transaction from our inventory. Consistent with applicable regulations, such inventory trades are not considered “principal transactions” to the extent that an Investment Manager (not Stifel) determines that purchasing the securities from Stifel inventory is in the underlying Clients’ best interest. In addition,

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<sup>1</sup> All other information shown does not reflect any additional execution costs resulting from trades executed through other broker-dealers.

if an Advisory account holds a position which includes fractional shares, Stifel will accommodate any requests to liquidate for the fractional component by processing the transaction through its principal trading account, while the whole shares are liquidated on an agency basis.

On the execution end, Advisory account orders are generally treated with the same priority and procedural flow as non-advisory brokerage trades (except, such orders are not routed to Stifel market makers and may be done as a block order, which may have different rules and priorities). We generally use automated systems to route and execute orders for the purchase and sale of securities for most Advisory accounts, unless directed by Clients to do otherwise. We use a reasonable diligence to ascertain the best markets for a security and to buy and sell in such markets so that the resultant price to the customer is as favorable as possible under prevailing market conditions. Certain large orders that require special handling may be routed to a market center for execution via telephone or other electronic means. We periodically monitor existing and potential execution venues and may route orders in exchange-listed or over-the-counter (“OTC”) securities to other venues if it is believed that such routing is consistent with best execution principles. For equity securities, we monitor the performance of competing market centers and generally route orders to those that consistently complete transactions timely and at a reasonable cost and which normally execute at the national best bid or offer. Whenever possible, orders are routed to market centers that offer opportunities for price improvement through automated systems. We execute mutual fund transactions for Advisory accounts through traditional omnibus vendors, or through clearing arrangements with other brokerage firms under so-called super-omnibus arrangements.

#### **Aggregation of Trades in Advisory Portfolios**

To the extent possible and where permitted by applicable law, and in order to seek a more advantageous trade price, we may (but are not required to) aggregate orders for the purchase of a security for accounts of several discretionary Client accounts for execution in a single transaction (“block trades”). However, Clients in our FA-directed discretionary Programs (Solutions or Vantage) should be aware that we do not require our Solutions or Vantage Financial Advisors to aggregate orders for accounts of Clients in these Programs into a single block trade. As a result, Clients with discretionary accounts managed by the same Financial Advisor (including, for example, in the same Vantage or Solutions Portfolio) may receive different execution prices even when trading in the same security on the same day. Additionally, we generally will not aggregate trades across Portfolios that we trade even where such Portfolios are trading in the same securities on the same day. Similarly, we generally will not aggregate trades for different accounts where portfolio management decisions for accounts are made separately (e.g., same-day trades for different Programs). Clients should, therefore, understand that discretionary accounts in one or more Stifel-traded Portfolios and/or Programs may get different prices even if such accounts trade in the same security on the same day. When used, block trading can allow us to execute equity trades in a timely, equitable manner. The related transaction costs are shared equally at an average price per share and on a pro rata basis between all accounts included in the block trade, and

participating accounts receive the same average price for the security. Orders that cannot be filled in the same block trade or at the same average price are assigned to accounts in a manner that seeks to treat Clients fairly and equitably over time. This practice does not ordinarily affect or otherwise reduce fees, commissions, or other costs charged to Clients for these transactions, but may provide price improvement. A partial fill of a block trade may be allocated among Client accounts randomly, pro rata, or by some other equitable procedure. In certain cases, Advisers on our Advisory platform may use computer systems that allocate purchase and sale transactions either on a random or pro rata basis. In any case, Clients may pay higher or lower prices for securities than may otherwise have been obtained.

In connection with the handling of block orders for accounts traded through our firm, where permitted by applicable law, our firm may engage in hedging, offsetting, liquidating, facilitating, or positioning transactions (“risk-mitigating transactions”) that may occur at the same time or in advance of a client order, and these activities may have impact on market prices.

Unless we are informed in writing (“opt out”), we will conclude that all clients with account held at our firm understand that we may engage in risk-mitigating transactions in connection with client orders and will conclude that clients have given us (including our affiliates) consent to handle block transactions as described above. Clients can contact their Financial Advisor for instructions on how to opt out.

#### **Execution and/or Custody through Unaffiliated Firms (Directed Brokerage)**

Clients in the Summit Program generally select their own independent qualified custodian, who typically also acts as executing broker for transactions in the Client’s account(s). Neither our firm nor our Financial Advisors provide advice or recommendations as to which third-party custodian a client should use. Each Client must make an independent decision as to the specific independent custodian to hold Client’s assets and execute account transactions. Clients with discretionary Summit accounts that direct brokerage to a particular independent broker should note that we may be unable to achieve the most favorable execution of transactions for the account, and that this practice may result in higher costs to the Client. Our Advisory Account Fees do not cover, and Clients are separately responsible for brokerage commissions, markups, markdowns, and/or other costs associated with transactions effected through other broker-dealer firms.

#### **Rebates for Routing Orders**

While Stifel does not receive payment for order flow from other broker-dealers, Stifel does receive certain rebates for routing orders to the exchanges that execute such orders. The rebates vary depending on the order type and will be disclosed upon written request.

#### **Trade Error Correction**

It is our firm’s policy that if there is a trade error for which we and/or an Investment Manager are responsible, trades will be adjusted or reversed as needed in order to put the Client’s account in the position that it would have been in if the error had

not occurred. Errors relating to trades that have not yet settled are corrected at no cost to Client accounts, by moving the affected securities to our error account and entering correcting trades in the Client's account such that the Client is made whole. We net the correcting trades when assessing the overall gain or loss associated with the correction, and retain any gains realized as a result of correcting trade errors. In instances where a handling error occurs such that a trade correction is not available or practicable to implement (such as where a Client's account was enrolled into the wrong Portfolio, and the error was not identified and corrected promptly), we will typically correct the error by reimbursing the Client the negative performance differential, if any, for the period from the start of the error to the time the correction is made.

We offer many services and, from time to time, may have other Clients in other Programs trading in opposition to Clients' Advisory accounts. To avoid favoring one Client over another Client, we attempt to use objective market data in the correction of any trading errors.

### **Research and Other Benefits**

Financial Advisors and Clients have access to research published by our firm's research analysts ("Stifel Research"), the primary source of our research. Subject to certain exceptions, we incorporate the insights and economic perspectives of Stifel Research, where appropriate, into our products and services. *Clients should be aware that our firm may have conflicts of interest in connection with research reports published.* Stifel and other affiliates may have long or short positions, or deal as principal or agent, in relevant securities, or may provide Advisory or other services to issuers of relevant securities or to companies connected with issuers covered in research reports issued by Stifel Research. Our research analysts' compensation is not based on investment banking revenues; however, their compensation may relate to revenues or profitability of Stifel business groups as a whole, which may include investment banking, sales, and trading services. Financial Advisors also have access to proprietary models covering various securities, including (but not limited to) equities, fixed income, mutual funds, and municipal securities developed by our firm's various business areas, and may use these models in connection with managing and/or otherwise providing investment advice to Clients.

Our firm may also use research obtained from other financial institutions, including our affiliate, KBW, as well as from other affiliated or unaffiliated broker-dealers and/or investment advisers. In general, we seek third-party research that is in-depth fundamental corporate research to assist in providing advisory services to clients. We do not use commission dollars from Advisory Program accounts to pay for research; our Financial Advisors have access to research from other financial institutions provided to our firm under reciprocal arrangements with Stifel Research. Our firm (or particular Financial Advisors) may also pay for independent research using hard dollars. Finally, as set forth in the *Training and Education Expenses from Fund Companies (or Advisers)*, our Financial Advisors may also obtain research from firms that provide other products and services to us (for example, an Adviser may make its research reports available to our Financial Advisors). Clients

should be aware that our receipt of these research services may present a conflict of interest by creating an incentive for our firm and/or Financial Advisors to recommend the investment products offered by the research provider firms (or by their affiliates). In general, our policies prohibit our Financial Advisors from basing their recommendations of Advisers and/or securities on the research services received from the Adviser or issuer, or any of their related persons. Research services are generally used to benefit all client accounts, whether or not such research was generated by the applicable client account. However, not all research services will be used for all client accounts; the type of research used with respect to any one account will depend on, among other things, the types of investments that are deemed suitable for the account.

### **Margin**

We do not allow the use of margin in Advisory accounts except in limited cases. For those Clients that are specifically permitted, the use of margin strategies will be limited to eligible non-retirement Advisory accounts at Stifel. Notwithstanding the foregoing, we generally allow Clients to use the assets held in their Advisory accounts as collateral for margin debits held in non-Advisory accounts. *The use of leverage, or investing with borrowed funds, is generally not recommended in Advisory Programs;* however, it may be approved on an exception basis when specifically requested by individual Clients, or for use in specialized strategies. Certain eligibility requirements must be met and documentation in the form of a separate margin agreement must be completed prior to using leverage in Advisory accounts. Only Clients can authorize the use of leverage in an Advisory account (that is, neither our firm nor our Financial Advisors can use discretion to set up a margin arrangement or privileges for a Client's Advisory account, even in cases where a Client has granted investment discretion to these persons or entities). In making the decision to set up margin privileges for an Advisory account, it is important for Clients understand the risks associated with employing margin strategies, the impact the use of borrowed funds may have on Advisory accounts, and how investment objectives may be negatively affected. Employing margin in Advisory accounts is a more aggressive, higher-risk approach to pursuing investment objectives. Clients should carefully consider whether the additional risks are appropriate prior to employing margin strategies due to the increased potential for significantly greater losses associated with using margin strategies. The use of margin also involves higher costs; Clients pay interest to our firm on the outstanding loan balance of their original margin loan. Furthermore, Advisory Account Fees are calculated as a percentage of total assets in the account; therefore, employing margin strategies to buy securities in Advisory accounts generally increases the amount of, but not the percentage of, the Advisory Account Fees. *This results in additional compensation to us. The amount of the margin loan is not deducted from the total value of the investments when determining account value for purposes of calculating the Advisory Account Fee.* As a result, Clients may lose more than their original investments. Likewise, a positive or negative performance, net of interest charges and fees, is magnified. Gains or losses are greater than would be the case in accounts that do not employ margin strategies. A number of the risks discussed above apply, even in cases there the margin debit is held in a non-Advisory account,

and Advisory assets are being used to cross-collateralize the loan. **Finally, to the extent that a maintenance call is triggered in connection with a margined account and we are forced to sell any assets used as collateral for the margin loan, we will act solely in our capacity as a registered broker-dealer (and not as an investment adviser or other fiduciary), even where such collateral is held in an Advisory account. Moreover, if selling such assets, we will seek to maximize our interest, and will not prioritize a Client's interest.** *Clients generally will not benefit from employing margin strategies if the performance of individual accounts does not exceed interest expenses on the loan plus fees incurred as a result of depositing the proceeds of the loan.*

### **Credit Line Loans**

Clients may apply for Credit Line Loans from our affiliated banks, using eligible securities accounts, including eligible Advisory accounts, as collateral. The proceeds of such loans may not be used to (a) purchase, carry, or trade in securities, (b) repay or retire any indebtedness incurred to purchase, carry, or trade in securities, or (c) repay or retire any debt to (or otherwise purchase any product or service from or any security or other asset issued by) any Stifel entity. If Advisory accounts are used to collateralize Credit Line Loans, the accounts are pledged to support any Credit Line Loans extended and Clients are not permitted to withdraw funds or other assets unless sufficient amounts of collateral remain to continue supporting the Credit Line Loans (as determined by the applicable Stifel Bank entity in its sole discretion). Although Clients are required to satisfy such collateral requirements, they may terminate their Advisory relationship with Stifel, at which time these funds or assets will be maintained in a brokerage account at Stifel. Clients pay interest to Stifel Bank on Credit Line Loans at customary rates. Certain eligibility requirements must be met and loan documentation must be completed prior to applying for Credit Line Loans.

Credit Line Loans extended by Stifel Bank are typically demand loans that are subject to collateral maintenance requirements. These entities may demand repayment at any time. If the required collateral value is not maintained, the banking entity may require additional collateral, partial or entire repayment of any Credit Line Loans extended. Clients may need to deposit additional cash or securities as collateral on short notice or repay a partial or entire amount of the funds borrowed if the value of their portfolio declines below the required loan-to-value ratio. Stifel Bank may refuse to fund any advance request due to insufficient collateral. Stifel may increase your collateral maintenance requirement at any time without notice, and may call your Credit Line Loan at any time and for any reason. Because Stifel Bank assigns different release rates to different asset types, in some cases, Clients may also be able to satisfy such requirements by selling securities with a low release rate and investing and/or holding the proceeds in assets that have a higher release rate for the loan. In each case, failure to promptly meet requests for additional collateral or repayment, or other circumstances including a rapidly declining market, may cause our banking affiliate to instruct us to liquidate some or all of the collateral supporting any Credit Line Loan in order to meet collateral maintenance requirements. You will not be entitled to choose the securities that will be sold. Depending on market

circumstances, the prices obtained for the securities may be less than favorable. Any required liquidations may interrupt the account's investment strategy and may result in adverse tax consequences or additional fees being assessed.

As set forth above, our affiliated banks typically pay us a fee (up to 0.25%) of the outstanding Credit Line Loan balance, a portion of which is paid to your Financial Advisor. These affiliates may also make additional de minimis payments to Stifel service personnel that provide administrative assistance to Clients during the Credit Line Loan application process. These payments are in addition to any Advisory Account Fees charged with respect to (or direct commission charged with respect to any transactions relating to) the Advisory assets used to collateralize the Credit Line Loan. As such, these payments present a material conflict of interest for us in that they create a financial incentive for your Stifel Financial Advisor to make recommendations based on the additional compensation to be received rather than solely based on your financial needs. For example, a Financial Advisor may recommend that you open a Credit Line Loan rather than withdraw money from your Advisory accounts in order to retain the Advisory Account Fee or commissions that such assets are otherwise generating, and to receive the additional compensation from the banking affiliate with respect to any outstanding Credit Line Loan balance that you maintain. Similarly, a Financial Advisor may recommend the continued maintenance of such Credit Line Loan to retain such payments. Finally, a Financial Advisor may recommend that you invest or hold your Advisory account assets in positions that have been assigned high release rates by the applicable Stifel Bank entity for the Credit Line Loan (but which positions ultimately generate low investment returns for your Advisory account) in order to avoid maintenance calls on the Credit Line Loan which would require loan repayment and/or the liquidation of Advisory assets. Depending on your specific circumstances, including the intended use of the proceeds from the Credit Line Loan and the return on your Advisory account, over the long-term, it may cost you more to take out the Credit Line Loan than if you had withdrawn the money from your Advisory account. Clients are therefore encouraged to carefully consider the total cost of taking out any Credit Line Loan, and any additional compensation that the Financial Advisor will receive, when determining to take out and/or maintain Credit Line Loans. *Finally, to the extent that a maintenance call is triggered in connection with a Credit Line Loan and we are forced to sell any assets used as collateral for such Credit Line Loan, we will act solely in our capacity as a broker-dealer (and not as an investment adviser or other fiduciary), even where such collateral is held in an Advisory account. Moreover, if selling such assets, we will seek to maximize our interest (and/or those of our banking affiliate(s)), and will not prioritize a Client's interest.*

### **Other Important Considerations Relating to the Use of Margin or Credit Line Loans in Connection With Advisory Accounts**

*None of the firm, our Financial Advisors or Stifel Bank provide legal or tax advice. Clients should consult legal counsel and tax advisors before using borrowed funds as collateral for loans. Neither our firm nor our affiliates act as investment adviser with respect to the liquidation of securities held in Advisory accounts*

to meet margin calls or Credit Line Loan demands, and as creditors, our firm and our affiliates may have interests that are adverse to Clients. There are substantial risks associated with the use of borrowed funds for investment purposes and the use of securities as collateral for loans. Additional limitations and availability may vary by state.

### **Mortgage Lending**

Mortgage loans are originated by SB&T, Equal Housing Lender, NMLS# 375103. Your Stifel Financial Advisor, however, does not offer residential mortgage products and is unable to accept any residential mortgage loan applications or to offer or negotiate terms of any such loan. We may compensate your Financial Advisor in connection with the origination of any mortgage loan, where permissible by law.

## **CASH SWEEP OPTIONS**

We offer one or more sweep options for the available cash balances in Client accounts, depending on the type of account that a Client has or is establishing (i.e., retirement versus non-retirement). Clients should review the sections “The Stifel Automatic Cash Investment Service” and “Disclosure Documents for Automatic Cash Investment” of the Account Agreement and Booklet for the terms, conditions, and other important information relating to the applicable sweep options, including a discussion of the various conflicts that we may have in connection with such options as well as how we seek to mitigate such conflicts. Clients may access the Account Agreement and Booklet, as amended from time to time, under the “Important Disclosures” section of [www.stifel.com](http://www.stifel.com), or may request a copy from their Financial Advisor.

## **REVIEW OF ACCOUNTS**

### **Account Review**

Each new account enrolled in a Program is reviewed by the applicable Financial Advisor’s supervisor prior to account opening. Thereafter, Financial Advisors periodically perform account reviews.

### **Portfolio Performance**

Depending on the Advisory Program, Clients may receive quarterly analyses of their portfolio performance relative to comparable market indices or other benchmarks. Performance information is verified by our Consulting Services Operations staff by reviewing the performance results for consistency among similar Portfolios and identifying any unusual variations or inaccuracies. In certain circumstances, Clients can waive receipt of periodic performance reports from Stifel.

### **Performance Information**

We typically provide performance reports to Clients on a quarterly basis using performance returns calculated by our primary performance system. Our primary system calculates total performance returns (after deduction of actual trading expenses) using a daily calculation methodology that adjusts for cash flows in the account as of the applicable date. In certain

limited cases, we may calculate Client account performance using one of our secondary performance systems. Our secondary performance systems generally calculate performance returns using the Modified Dietz Method, which is a time-weighted method that also identifies and accounts for cash flows in the account. If the date of a cash flow is not known, we will assume a mid-month date for cash flows. Regardless of the system from which performance is calculated, a sampling of the performance returns is reviewed to confirm their accuracy or compliance with presentation standards.

We rely on publicly recorded information, use various vendor systems, and/or rely on valuations provided by third-party custodians holding assets and/or accounts that are part of a Client’s Advisory relationship with us in determining the values used in our performance reports. If Client accounts include privately issued alternative investments, we rely on values provided by the management, administrators, and sponsors of each such investment and may, as a result of delays in getting information from such parties, use estimated values in reporting the performance of such investments. ***Stifel does not independently verify any such valuations.*** The actual value, once determined, may differ from the estimates previously provided by the third party to Stifel and, therefore, used by Stifel in previous reports and calculations. Clients may, thus, not be able to realize the same value as shown for such assets upon a sale or redemption of the same. ***Each Client should also note that Stifel will not amend previously issued calculations or reports as a result of changes in the valuation figures provided by such third parties.***

Clients may notice a difference in the ending market values displayed on the quarter-end custodial statements issued by our firm versus our performance reports for the same account. Performance reports generally include any income that is earned (accrued) but not yet posted to Client accounts. Custodial statements also include accrued income, but the calculation may not match the calculation used for performance reporting purposes. Clients should contact their Financial Advisors if they have any questions relating to figures shown on their performance reports.

***With limited exceptions, Stifel generally does not provide performance reports for accounts in the Summit Program.***

### **Transaction Statements**

Clients with discretionary accounts held at Stifel typically receive monthly (but in no event less than quarterly) statements that identify buys, sells, dividends, interest, deposits, and disbursements in their accounts during the previous month, as well as the overall market value of the portfolio at month’s end. A summary of portfolio holdings as of the end of each reported quarter is also listed. Clients may not waive receipt of account statements. Clients whose accounts are held away from Stifel, with a qualified custodian (but who trade through Stifel), will receive a statement with respect to each month in which a transaction is effected in their Stifel account. However, if no transactions are effected in accounts held away from Stifel, such Clients may receive their statements on a quarterly basis. All other clients utilizing an unaffiliated, third-party custodian will

receive statements from their applicable custodian based on the custodian's own delivery schedule.

### **Realized Gain/Loss Summary**

Custodial statements from Stifel include annual listings of all closed transactions in their accounts during each calendar year, as well as the offsetting cost of each transaction and, thus, the realized gains/losses for each closing transaction.

### **Year-End Tax Report**

With respect to those accounts for which our firms acts as custodian, we provide such Clients 1099 statements for the previous tax year. 1099 statements include both reportable and non-reportable information, cost basis for securities that have been sold, and additional information to assist with tax preparation.

### **Transaction Confirmations**

Clients with discretionary accounts may elect to receive trade confirmations immediately upon execution in their accounts or defer confirmations until the end of each quarter. Clients with eligible accounts who elect to defer confirmations receive summary reports at the end of each quarter outlining the transactions posted to their accounts during the most recent calendar quarter. The election to receive confirmations immediately or quarterly may be changed at any time upon the Client's written notice. *Clients are not eligible to defer confirmations for non-discretionary accounts.* Clients that have signed up for online access to their Advisory accounts may review their transaction confirmations through the online portal.

### **Performance Information for External Managers**

CAS Fund investors will receive the respective fund's unaudited monthly statements from the fund's administrator, and schedule K-1s and audited financial statements as soon as such documents are available following the end of each fiscal year.

Other Private Funds will provide investors with the respective fund's unaudited statements on a monthly or quarterly basis, and schedule K-1s and audited financial statements as soon as such documents are available following the end of each fiscal year.

## **CLIENT REFERRALS AND OTHER COMPENSATION**

In general, we require that all solicitation or referral arrangements comply with applicable regulatory requirements, including, but not limited to, disclosures to Clients about the referral arrangement as well as any fees received (or paid) in connection with such referral at the time of the referral or execution of the Advisory Agreement. We have policies and procedures designed to deliver proper disclosures to Clients at the time of solicitation and/or account opening, as well as to confirm that all Clients sign disclosure delivery receipts, where appropriate. Each affected Client will receive disclosures from the applicable solicitor disclosing the solicitation arrangement, as well as the fee paid by Stifel to such solicitor (or received by Stifel) in respect of the solicitation.

Our firm may enter into referral arrangements with one or more of our Affiliated Advisers, for us to act as solicitor for the Affiliated Adviser and/or the Affiliated Adviser to act as solicitor for our firm. Referrals made by our Financial Advisors under these arrangements are made in our capacity as a registered broker-dealer. Referred clients should be aware that our Financial Advisors may have an incentive to refer the client to Affiliated Advisers over Independent Advisers, as the Affiliated Adviser's receipt of additional revenues for services not otherwise available through our Advisory platform may have a positive impact on our affiliated group. As of the date of this brochure, our firm had entered into referral arrangements with the following Affiliated Advisers in which we have agreed to act as solicitor: Ziegler and 1919 Investment Counsel.

In addition to the arrangements set forth above, our firm also participates in the following solicitation or referral arrangements applicable to our Advisory services covered in this brochure:

### **Stifel Alliance Program**

Under the Stifel Alliance Program ("Alliance"), we may compensate individuals or companies, directly or indirectly, for Client referrals by sharing a portion of the fees charged by our firm. Our policies prohibit our Financial Advisors from up-charging any Client to make up for the portion paid to or otherwise expended in connection with an Alliance solicitor. We and/or our associated persons may pay for registration costs (if any) relating to the solicitor to facilitate the solicitor's state registration (if required). As a result, such solicitors may have incentive to refer clients to Stifel over other firms.

### **Compensation for Client Referrals**

As set forth above, our firm has entered into referral arrangements with certain of our Affiliated Advisers, pursuant to which we (or our Financial Advisors) receive compensation for referrals made to such Affiliated Advisers. In addition, our Financial Advisors also may receive nominal compensation for referring clients to our other affiliates for services including, but not limited to, our banking affiliates and/or our trust company affiliates.

### **Other Compensation**

As set forth above under "Fees and Compensation," we may receive Revenue Sharing from private fund sponsors or managers to whom we refer Clients for investments. We may similarly receive payments from mutual funds in which Clients invest. Clients should also refer to the "Brokerage Practices" section above for a discussion of research services that certain Advisers may provide to our firm and Financial Advisors.

## **CUSTODY**

Unless agreed upon otherwise, we maintain physical custody of Client assets in the Vantage Program as well as for accounts enrolled in our Wrap Programs. We have adopted policies and procedures that are designed to mitigate risks involved in being a self-custodial firm in an effort to ensure that our clients' assets are protected. Among other things, we undergo a separate examination by an independent auditor the purpose of which is

to obtain the auditor's report on our internal controls designed to safeguard clients' assets held at our firm. Our firm also undergoes an annual surprise audit by an independent registered accounting firm, which audit is designed to verify the Clients' assets. At the conclusion of the annual surprise audit, the independent auditor files a report with the SEC attesting to, among other things, our compliance with regulatory requirements.

Certain of our affiliates may also serve as qualified custodians of our Client assets. In such cases, consistent with applicable regulations, we generally receive a report issued by an independent registered public accountant relating to the affiliate's internal controls in connection with its custody services.

As set forth above under "Brokerage Practices – Execution and/or Custody through Unaffiliated Firms," certain Clients may elect to have their assets maintained by an independent qualified custodian.

## INVESTMENT DISCRETION

Some Programs may require Clients to provide us with a limited power of attorney so that account and/or portfolio management services may be provided on a discretionary basis. Discretion is authorized by Clients by signing the discretionary Advisory Agreement. Discretionary authority is limited to selection of securities as well as the number of shares to buy or sell, if directed by the Client- proxy voting authority, and trading discretion (i.e., when and where to buy or sell securities). Clients may impose reasonable restrictions on our discretionary authority and modify existing restrictions by notifying us in writing. Such modifications are honored only after being reviewed and accepted by our personnel. Clients that elect to impose investment restrictions on their account should note that such restrictions generally will affect account performance and that, in some cases, the impact may be material and adverse.

## VOTING CLIENT SECURITIES

Clients may appoint Stifel or, if applicable, an Independent or Affiliated Adviser who manages their account on a discretionary basis, as applicable, to vote proxies on their behalf. Clients may change their proxy voting election at any time upon written notice to us. In voting proxies, we have a fiduciary responsibility to make investment decisions that are in the best interest of Clients and vote Client securities accordingly. As required by applicable regulations, we have adopted policies and procedures to govern the proxy voting process. Our policies provide that, in general, we will vote with management on routine issues, and will vote non-routine issues in a manner calculated and intended to maximize shareholder value. We have retained a third-party proxy voting service to provide independent, objective research and voting recommendations, and to vote proxies on our behalf. In the event of a conflict between our firm's interests and the interests of our Clients, we may decline to vote a proxy if the independent proxy voting

service is unable to provide a voting recommendation and vote the securities on our behalf. In such cases, we generally will forward the proxies to the applicable Client for voting.

Clients may request a copy of our Proxy Voting Policies and Procedures at any time, including a record of the proxies voted in respect of their account.

We generally do not vote any proxies for Clients whose custodial accounts are held by third-party custodians.

## FINANCIAL INFORMATION

We do not have any adverse financial conditions to disclose under this Item.

## ERISA RULE 408(b)(2) DISCLOSURE INFORMATION FOR QUALIFIED RETIREMENT PLANS

This section generally describes the fiduciary status of investment advisory services provided by and compensation paid to Stifel with respect to ERISA qualified retirement plans (each, a "Plan").

### General Description of Status and Services Provided by Stifel to Plans

As set forth above in the section titled "*Advisory Programs Offered by Stifel*" of this brochure, we offer and provide a variety of investment advisory Programs that are intended to assist responsible Plan fiduciaries with their prudent investment duties under ERISA. A thorough description of the services provided to a specific Plan is set forth in the applicable Advisory Agreement, and may include, investment management, trading, and/or custody services, as well as participant education and guidance.

**Discretionary Investment Management Services** – We generally do not allow ERISA Plan accounts in our Vantage Program. Plans seeking discretionary services from us should talk to their Financial Advisor about the Wrap Programs that we offer. We offer and provide Clients access to discretionary ERISA fiduciary investment advisory services through the following Programs: Fundamentals, Solutions, Opportunity, Custom Advisory Portfolio, Connect and Spectrum. In very limited circumstances, we may provide discretionary services to plans through our Summit Program. Depending on the Program, discretionary and/or portfolio management services may be provided directly through a Stifel Financial Advisor, by our home office personnel, or we may provide the Plan access to an Independent or Affiliated Adviser that provides the discretionary investment services.

**Non-Discretionary Advisory Services** – We also offer and provide non-discretionary investment advisory and ERISA fiduciary services through our Summit Program as detailed above, as well as through our Horizon Program, a fee-based Program that is covered in a separate brochure. Non-discretionary services are provided directly by your Financial Advisor. More detailed information about these services and

Programs is provided in the applicable brochure, under the section titled “Advisory Programs Offered at Stifel”.

### **Our Status**

When providing discretionary and non-discretionary advisory services through a Program, Stifel acts as a registered investment adviser under the Advisers Act. For a description of Stifel’s status under the Advisers Act and under ERISA, please refer to the section titled “ERISA” in the applicable Advisory Agreement.

### **General Description of Compensation Paid to Stifel**

**Advisory Fees.** Our firm accepts direct compensation in the form of fees paid pursuant to the Advisory Agreement entered into with the Plan at the time of account opening. Plan Clients should refer to the applicable Advisory Agreement for the fee calculation formula specific to the Plan account. For information about the manner in which these fees are paid, please see the sections “*The Stifel Fee*,” “*Deduction of Advisory Account Fees*,” and “*Other Excluded Fees and Expenses*” of this brochure and the section entitled “Fees and Billing” in the applicable Advisory Agreement. *We typically do not receive indirect compensation in connection with Plan assets in our Summit Program.*

**Private Fund Fees.** In limited circumstances and in connection with certain Plan investments in private funds (including, but not limited to, hedge funds and private equity funds), we may receive placement fees or other compensation indirectly from a private fund and/or its related persons in lieu of advisory fees paid directly by the Plan with respect to such investment. Where applicable, such placement fees or other compensation are disclosed in the subscription documents or other documents you execute in connection with the Plan’s investment in the private fund, and are equal to the Advisory fee otherwise applicable to your account. See the section of this brochure titled “*Revenue-Sharing and Other Compensation Arrangements With Private Investment Funds or Their Sponsors*” for more information.

**Trade Errors.** As set forth above under “Trade Error Correction,” our policy is to put a Client’s account in the position that it would have been in if an error had not occurred. As a result, to the extent a trade error correction results in a gain, Stifel will retain the resulting gain, to the extent permitted under applicable law. Pursuant to applicable guidelines, such gains may be deemed additional compensation. We maintain a record of any losses and/or gains resulting from trade error corrections in a Client account and will provide such information upon request.

**ADR Pass-Through Fees.** Plan accounts that invest in ADRs may also incur pass-through fees, which are typically charged by the sponsors of certain ADRs as custody-related expenses. When applicable, Stifel collects ADR pass-through fees from applicable Plan assets, then forwards all such ADR pass-through fees to the Depository Trust Company (or other applicable central securities depository).

**Compensation From Funds.** For a description of the credits you may be eligible for in connection with investments in Funds and other investment products that pay us 12b-1 fees and other

types of compensation, please see the section titled “*Compensation From Funds*” above.

**Brokerage Practices.** For a description of compensation we receive in connection with our brokerage practices, please see the section titled “*Brokerage Practices*” above.

**Sweep.** See the sections “The Stifel Automatic Cash Investment Service” and “Disclosure Documents for Automatic Cash Investment” of Brokerage Account Agreement for information about sweep services and benefits that Stifel and our affiliates may receive in connection with deposits made through the sweep program for Plan Client Accounts. Deposits in Stifel Bank & Trust, Stifel Bank, Stifel Trust Company, N.A (each a “Stifel Bank”) will bear a reasonable rate of interest as required by 29 C.F.R. Section 2550.408b-4(b)(2). By participating in a sweep service, you authorize deposits in each Stifel Bank and acknowledge the benefits that Stifel, the Stifel Bank, and your Financial Advisor derive from the arrangement. Please contact your Financial Advisor for additional information.

**Float.** In general, under ERISA a service provider such as a custodian may retain the benefit of the use of any funds on hand that are incidental to the normal operation of the plan and that constitute earnings on funds that are (i) awaiting investment or (ii) transferred to a disbursement account for distribution from the plan. The DOL has issued guidance that requires financial institutions to make specific disclosures to employee benefit plans, such as the Plan, regarding the circumstances under which the institution has use of, or may derive benefit from, un-invested cash pending investment or distribution (“float”). As discussed in the section of this brochure titled “*Additional Information on Fees and Other Compensation*,” if Stifel serves as custodian of a Plan Client account, we may earn float on cash/funds received after the close of the NYSE (or on a day that the NYSE was closed) for the benefit of Client account, until such cash/funds are swept into the Client’s selected sweep option, typically the end of the second business day. Similarly, to the extent we issue a check to a Client or the Client withdraws funds through an ACH payment, we earn float on the funds covered by the check until the Client cashes the check. In general, the amount of float earned is equivalent to the effective Federal Funds rate on the date earned.

**Training and Education Expense Contributions.** For information about payments we receive from investment companies and/or their affiliates in connection with training and achievement seminars offered to our Financial Advisors, please see the section in this brochure titled “*Training and Education Expense Contributions*.” Sponsorship amounts generally do not vary by vendor and cannot be reasonably allocated to any particular Plan Client. For example, over the past three years the amount that each participating vendor has contributed to sponsoring training or education events has generally ranged between \$5,000 and \$10,000, depending on the type of event; Stifel generally hosts approximately two to three of these internal training or education events per year. Additionally, the amount that each participating vendor has contributed toward sponsoring the Stifel annual conference has averaged approximately \$25,000, which was less than 0.00005% of Stifel’s Advisory assets as of the end of 2018.

**Non-Cash Compensation.** Please see the section of this brochure titled “*Non-Cash Compensation*” for information about certain gifts and gratuities we may receive. Based on historic trends, we do not expect to receive non-cash compensation in excess of the de minimis threshold under DOL regulations with respect to a Plan Client.

**Termination fees.** See the section above titled “*Compensation in Connection With the Termination of a Client’s Account Relationship With Stifel*” for information about fees that may apply if you transfer assets in your Account upon termination of your Advisory Agreement.

Plans are directed to the section “*Fees and Compensation*” in the brochure for additional details about the various other types of indirect compensation that we may receive in connection with Plan assets and, to the extent applicable, the steps that we take to mitigate the conflicts that may be raised by the receipt of such indirect compensation.

**Financial Advisor Compensation.** For information about how we compensate your Financial Advisor, please see the section “*Compensation to Financial Advisors*” in this brochure.

#### **Accounts Managed by Third-Party Managers**

Plan accounts enrolled in our Opportunity, IMC, and/or Connect Programs may utilize the services of an Adviser (which, for purposes of this section, will encompass Investment Managers and Connect Advisers, as defined above) that is engaged to provide discretionary investment management services to the Plan. As the Adviser for the Plan, such Adviser is a fiduciary to the Plan for purposes of ERISA and a registered investment adviser for purposes of the Advisers Act. For our Opportunity Program, the Adviser’s direct compensation is part of the total fee that the client pays under the applicable Advisory Agreement with Stifel; in our Connect Program, the Connect Adviser’s fee is separate from (and in addition to) the Stifel fee. In addition to the management fee, an Adviser may also receive indirect compensation, often referred to as “soft dollars” or other benefits, from other brokerage firms with which the Adviser executes trades for its client accounts. These benefits may or may not relate to trades effected for the Plan account. Plan Clients should refer to the applicable Adviser’s separate Rule 408(b)2 disclosure statement or Form ADV Part 2A for information about whether or not the Independent Adviser receives soft dollars or similar benefits and, if so, the specific benefits received.