Stifel Reserve Deposit Network Program Disclosure

I. Introduction

Through the Stifel Reserve Deposit Network ("SRDN" or the "Program"), Stifel, Nicolaus & Company, Incorporated ("Stifel," "we," or "us") makes available to its eligible clients a deposit account placement service. The Program places deposits among banks ("Program Banks") into accounts eligible for insurance through the Federal Deposit Insurance Corporation ("FDIC") ("Deposit Accounts"). All deposits into, and withdrawals from, Deposit Accounts will be made as described in the Stifel Reserve Deposit Network Agreement (the "Placement Agreement") that you have executed as part of entering the Program. The information discussed herein applies, unless otherwise indicated, to each Stifel brokerage account ("Securities Account") participating in the Program. In the event of any conflict between the Placement Agreement and this disclosure, the provisions of the Placement Agreement shall control.

The Program is available to eligible Stifel clients. As described in the Placement Agreement, Stifel will act as your agent and custodian solely for purposes of establishing and maintaining the Deposit Accounts at the Program Banks. Although the Deposit Accounts are obligations of the Program Bank(s) at which they are deposited and not Stifel, you will not have a direct relationship with the Program Bank(s) through use of the Program. All deposits and withdrawals will be made by Stifel on your behalf as detailed in the Placement Agreement. Information about your Deposit Accounts may be obtained from Stifel or via the IntraFi Depositor Control Panel ("DCP") at depositorcontrol.com. Information about your Deposit Accounts is not available from Program Bank(s). Instructions on how to enroll in the Depositor Control Panel were provided to you along with the Placement Agreement or are available through your Financial Advisor.

If you have granted investment discretion to an agent, including Stifel, in a manner approved by us, any references to "you" will be deemed a reference for your agent.

It is your responsibility to determine if, and to what extent, you choose to utilize the Program, subject to the terms of the Placement Agreement and these Disclosures, for your cash management needs.

FDIC Deposit Insurance Available on the Deposit Accounts

The deposit insurance limit for most insurable capacities (e.g., individual, joint, IRA, etc.) is $250,000 per owner, including principal and accrued interest per depositor when aggregated with all other deposits held in the same insurable capacity at each Program Bank. The Program utilizes the IntraFi® Cash Service, a network of Program Banks, to provide enhanced FDIC insurance coverage. Through this Program, balances are allocated across multiple Deposit Accounts at participating Program Banks in the network, allowing for FDIC insurance coverage of up to **$100 million per depositor**, subject to applicable limits and insurable capacities (e.g., individual, joint, IRA, etc.).

You should review carefully the section below titled "IX. Information About FDIC Insurance" and the Placement Agreement.

Any deposits (including deposit balances at the Program Banks maintained through the Stifel Insured Bank Deposit Program, the Stifel Insured Bank Deposit Program for Retirement Accounts, certificates of deposit, the Stifel Smart Rate Program, or deposit accounts (each an "Other Deposit Program")) that you maintain in the same insurable capacity directly with the respective Program Bank(s) or through an intermediary (such as Stifel or another broker) will be aggregated with Program balances in your Deposit Accounts at the respective Program Bank(s) for purposes of the FDIC insurance limits. **You are responsible for monitoring the total amount of deposits that you have with the respective Program Bank(s) in order to determine the extent of FDIC insurance coverage available to you**. Neither Stifel nor its affiliates, including its affiliated banks, monitor the amount of your deposited funds in Other Deposit Programs to determine whether those amounts exceed the FDIC insurance limits applicable to your deposits at a Program Bank, and they are not responsible for any insured or uninsured portion of the Deposit Accounts at a Program Bank.

The Program allocates deposits into Deposit Accounts pursuant to the Placement Agreement. You may direct that certain Program Banks be excluded from the allocation of funds by using the DCP as described in the Placement Agreement.

You may deposit funds into one or more of the Program Banks in excess of the FDIC deposit insurance limit. However, in doing so, you acknowledge that your excess balances are not insured by the FDIC.

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No SIPC Protection

The Deposit Accounts are not eligible for coverage by the Securities Investor Protection Corporation ("SIPC"). You should review carefully the section titled "X. Securities Investor Protection Corporation Coverage."

Interest on the Deposit Accounts

The interest rate on the Deposit Accounts may change at any time. As discussed in the Placement Agreement, the current rate is available through the DCP. It is your responsibility to review applicable interest rates (and changes thereto), which can change on a daily basis.

The interest rate(s) may be higher or lower than the interest rates available to depositors making deposits directly with the Program Banks or other depository institutions in comparable accounts and for investments in money market mutual funds and other cash equivalent investments available through Stifel. You should review carefully the section titled "V. Interest on Program Balances."

Fees and Conflicts of Interest

The Program provides benefits to Stifel, Stifel Bank & Trust (an affiliate of Stifel), IntraFi, and the Program Banks. Stifel and affiliates will receive direct or indirect compensation or other benefits in connection with Deposit Accounts and your use of the Program. These benefits create an incentive for Stifel (through itself and its Financial Advisors) to recommend use of the Program for your cash holdings. Moreover, our affiliate, Stifel Bank & Trust, receives additional financial benefits (i.e., additional deposits) and regulatory benefits (i.e., diversification of depositors) under reciprocal deposit arrangements with certain Program Banks. Under these arrangements, Stifel Bank & Trust is entitled to receive and accept deposits from clients of such other Program Banks in amounts similar or equal to amounts added to Deposit Accounts under the Program. For more information, please review the section below titled "VIII. Information About Your Relationship With Stifel and the Program Banks" and the Placement Agreement.

II. Eligibility for the Program

The minimum initial deposit into the Program is $1,000,000. Advisory accounts and accounts of plans covered by the Employee Retirement Income Security Act (ERISA), other than SEP or SIMPLE IRAs that may receive contributions through plans subject to ERISA, are not currently eligible to participate in the Program.

Stifel may establish, from time to time, other eligibility criteria for clients to participate in the Program. Please ask your Financial Advisor for more details regarding eligibility.

Margins

Deposit Accounts may not be funded from the proceeds of a margin loan and will not count toward your margin equity. However, balances may be withdrawn from the Program to cover margin debits. Please contact your Financial Advisor for more information regarding margin accounts and Stifel's provisions for margin.

III. Operation of the Program

Deposit and Withdrawal Procedures

You may instruct your Financial Advisor to have Stifel deposit funds from your Securities Account into the Program. The Program will place and allocate your funds among Deposit Accounts as described in the Placement Agreement. Certain Program Banks can be excluded from the allocation process through your use of the DCP as described more fully in the Placement Agreement. You may instruct your Financial Advisor to have Stifel withdraw funds from the Program and deposit such funds in your Securities Account.

Deposit and withdrawal request cutoff times and related terms are found in the Placement Agreement. Deposits and withdrawals will be processed and settled under the terms of the Placement Agreement, which may be limited or restricted.

Unless otherwise distributed from your Securities Account or allocated to other investments, funds that settle in your Securities Account will generally be transferred to the account's sweep option, where applicable. If your Securities Account uses the Stifel Insured Bank Deposit Program or the Stifel Insured Bank Deposit Program for Retirement Accounts as its sweep option, such settled funds may earn interest at rates that are different from applicable Program Interest Rates. In addition, if your Securities Account uses the Stifel Insured Bank Deposit Program as its sweep option, such Program may place funds into Program Banks, which may result in deposit amounts over the FDIC insurance limit. **It is your responsibility to evaluate applicable Program Interest Rates and total deposit amounts at each Program Bank to ensure your cash is appropriately allocated.**

Cash Management Capabilities

Balances in the Program are not included in the "Combined Asset Value" as defined in your Stifel Account Agreement and are not used to satisfy debits from checks and debit cards unless you give us a specific direction to withdraw funds from the Program.

IV. Changes to the Program

Stifel may modify the Program at any time by changing the terms and conditions of the Program. You will receive notification of material changes in advance.

V. Interest on Program Balances

The Program Banks will use the daily balance method to calculate interest earned on your Deposit Accounts. This method will apply a daily periodic rate to the principal in your Deposit Accounts. Interest will accrue on the Deposit Account balances from the day funds are settled into a Deposit Account at a Program Bank through the day preceding withdrawal from a Deposit Account at a Program Bank, as applicable. Interest will accrue daily and be credited monthly on the last Business Day of the month. If the month ends on a weekend or Federal holiday, interest will be calculated through the end of the month and credited on the last Business Day.

The interest rates on the Deposit Accounts will be the then-specified rate(s), available through the DCP, and may change from time to time, as discussed more fully in the Placement Agreement.

You are responsible for choosing to use the Program for your cash management needs and for comparing (i) the rates of return, which can change daily and are not linked to market changes or changes in Federal Fund rates or other interest rate benchmarks, and (ii) other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing to have your funds submitted for placement through the Program.

VI. Information About Your Deposit Accounts

Statements

For each statement period, your Securities Account statement will reflect:

- Deposits and withdrawals made through the Program
- The opening and closing total balance in the Program
- The interest rate and interest earned on your Securities Account's Program balance

Stifel, and not the Program Banks, is responsible for the accuracy of information relating to the Program on your Securities Account statement. Your Financial Advisor can assist you in understanding your Securities Account statement and can answer any questions you may have about your statement.

Information about the Deposit Accounts, including balances and the current interest rates, is available through the DCP.

Important Investment Considerations

Compare Features. You should compare the rates of return and the terms and features of the Program to other available investments before deciding to participate (or to continue to participate) in the Program.

Insolvency of the Banks. If a Program Bank becomes insolvent, the FDIC will manage such bank's affairs. The FDIC may, in its discretion, pay off the Deposit Account or transfer the Deposit Account to another depository institution. If the Deposit Account is transferred to another institution, you may be offered a choice of retaining the Deposit Account at a lower interest rate or having the Deposit Account paid off. See the Placement Agreement and the below section titled "Information About FDIC Insurance."

SEC Investor Tips. The Securities and Exchange Commission (SEC) periodically publishes tips for investors in various financial products, including Deposit Accounts, on its website. You may access these investor tips at sec.gov.

VII. Program Notices

As described in the Placement Agreement, Stifel may provide Program notices to you by means of a posting on the DCP, an entry on your Securities Account statement, an email message, or a printed letter.

VIII. Information About Your Relationship With Stifel and the Program Banks

Relationship With Stifel

Pursuant to the Placement Agreement, Stifel is acting as your agent solely for purposes of placing funds into, and withdrawing funds from, Deposit Accounts through the Program. Deposit Account ownership will be evidenced as described in the Placement Agreement. No evidence of ownership, such as a passbook or certificate, will be issued to you. The ownership title and address of your interest in the Deposit Accounts will be the same as the linked Securities Account, and your Securities Account statements will reflect your total balance in the Deposit Accounts at the Program Banks. You should retain the Securities Account statements for your records. You may, at any time, obtain more specific information about the Deposit Accounts via the DCP at depositorcontrol.com.

All transactions with respect to the Deposit Accounts must be directed by Stifel or via the DCP, and all information concerning your Deposit Accounts can only be obtained from Stifel or via the DCP. The Program Banks have no obligation to accept instructions from you with respect to the Deposit Accounts or provide you with information concerning the Deposit Accounts.

Stifel may, in its sole discretion, terminate your use of the Program through Stifel. Similarly, you may decide to terminate your participation in the Program (without closing your Securities Account) by instructing your Financial Advisor to withdraw all funds from your Program Deposit Accounts or by establishing a direct depository relationship with the Program Bank(s), as provided for in the Placement Agreement.

Special rules and considerations apply to Deposit Accounts held through retirement accounts, such as an Individual Retirement Account (“IRA”).

Relationship With the Program Banks

As described above, under the Program, you will not have a direct account relationship with the Program Banks. However, the Deposit Accounts constitute obligations of the Program Banks and are not directly or indirectly an obligation of Stifel or Stifel Bank & Trust. You can obtain publicly available financial information concerning Program Banks at ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at (703) 562-2200. Stifel does not guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning the Program Banks.

Compensation and Benefits to Stifel and Affiliates

You do not have to pay any direct Program fees, but you should be aware that Stifel and its affiliate, Stifel Bank & Trust, will receive direct or indirect compensation or other benefits in connection with client deposits in the Deposit Accounts. The receipt of such compensation and benefits by Stifel and its affiliates represents an additional conflict of interest for Stifel. Upon specific written request, Stifel will provide you with more detailed information about Stifel’s receipt of compensation in connection with client deposits in Deposit Accounts.

You should expect that compensation arrangements benefiting Stifel, its affiliates, and your Financial Advisor ultimately reduce interest rates payable under the Program and the amount you receive on your Program deposits. It is your responsibility to review and consider the reasonableness of the interest rates (and changes thereto) payable pursuant to the Program.

Compensation to Your Financial Advisor

Your Financial Advisor will receive compensation in connection with the Program based on the amounts in your Program Deposit Accounts. The payment of such compensation represents a conflict of interest in that it creates a financial incentive for your Financial Advisor to make recommendations based on the additional compensation to be received rather than solely based on your financial needs.

Upon specific written request, Stifel will provide you with more detailed information about Stifel’s compensation arrangements with your Financial Advisor.

Benefits to Stifel and Stifel Bank & Trust

Stifel and Stifel Bank & Trust are separate but affiliated companies and wholly owned subsidiaries of Stifel Financial Corp.

The Program provides financial benefits to both Stifel and Stifel Bank & Trust. See the Placement Agreement for details. Because Stifel and Stifel Bank & Trust are wholly owned subsidiaries of Stifel Financial Corp., Stifel and Stifel Bank & Trust stand to benefit, directly or indirectly, from arrangements that benefit the other.

IX. Information About FDIC Insurance

Deposit Insurance: General

The Deposit Accounts are insured by the FDIC, an independent agency of the U.S. Government, up to $250,000 (including principal and accrued interest) for all deposits held in the same insurable capacity. Stifel will place amounts in a network of Program Banks as described in the Placement Agreement. Any deposits that you may maintain with a Program Bank, either directly or through any intermediary, in the same insurable capacity in which the Deposit Accounts are maintained, will be aggregated with the Deposit Accounts for purposes of the $250,000 FDIC insurance limit. Interest is determined for insurance purposes in accordance with federal law and regulations.

As further set forth above in the section titled "Insolvency of the Banks," the FDIC's regulations impose special conditions for obtaining FDIC insurance coverage for deposits held through agents, such as Stifel. These conditions include recordkeeping requirements. As described in the Placement Agreement, records will be maintained in a manner that permits the Deposit Accounts to be eligible for FDIC insurance as if they were in your name.

Under certain circumstances, if you become the owner of deposits at a Program Bank because another depositor dies as a result of a survivorship feature of the account, such as a joint account or a "payable on death" account, the FDIC provides a six-month "grace period" after the death of the other depositor during which time your deposits are eligible for the pre-death insurance coverage. This grace period permits you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

You are responsible for monitoring the total amount of deposits that you hold with a Program Bank, directly or through an intermediary, in each insurable capacity in order for you to determine the amount of deposit insurance coverage available to you on your deposits, including the Deposit Accounts, at that Program Bank. This includes amounts held through certificates of deposit or Other Deposit Programs. Stifel is not responsible for any insured or uninsured portion of the Deposit Accounts or any other deposits.

In the event that Federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you as described in the Placement Agreement.

If your Deposit Accounts or other deposits at a Program Bank are assumed by another depository institution pursuant to a merger, consolidation, or acquisition, such deposits will continue to be separately insured from the deposits that you might have established with the acquiror until (i) the maturity date of any time deposits that were assumed or (ii) with respect to deposits that are not time deposits, the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same insurable capacity for purposes of Federal deposit insurance. Any deposit account opened at the acquiror after the acquisition will be aggregated with deposits established with the acquiror for purposes of Federal deposit insurance.

The application of the $250,000 FDIC insurance limit is illustrated by several common factual situations discussed below.

Individual Customer Accounts. Deposits at a Program Bank held by an individual are added together with other deposits owned by the individual and insured up to $250,000 in the aggregate. An individual may hold deposits through an agent or nominee (such as the Deposit Accounts held through Stifel) or through a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act). In such cases, the individual's deposits will be added together with other deposits owned by the individual and insured up to $250,000 in the aggregate.

Joint Accounts. An individual's interest in deposits of a Program Bank held under any form of joint ownership valid under applicable state law (a "Joint Account") may be insured up to $250,000 in the aggregate. This insurance is in addition to the $250,000 allowed on other deposits individually owned by any of the co-owners of such accounts. For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to $500,000 ($250,000 for each person), subject to aggregation with each owner's interests in other Joint Accounts at the Program Bank. Joint Accounts will be insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners.

Trust Accounts. Deposits at a Program Bank held pursuant to any of the following trust arrangements established by the same grantor are insured for up to $250,000 per eligible beneficiary, multiplied by the number of beneficiaries, up to a maximum of five eligible beneficiaries:

- Informal revocable trusts, which include accounts in which the grantor evidences an intent that, at his or her death, the funds shall belong to one or more specified beneficiaries. These trusts may be referred to as a "Totten trust" account, "payable upon death" account, or "transfer on death" account. Each beneficiary must be included in the Firm's account records.

- Formal revocable trusts, which are written trust arrangements in which the grantor retains ownership and control of the assets and designation of beneficiaries during his or her lifetime and the assets pass to the beneficiaries upon the death of the grantor. The trusts may be referred to as "living" or "family" trusts.
- Irrevocable trust accounts, which are trust arrangements established by statute or written trust agreement. Coverdell Education Savings Accounts are irrevocable trust accounts.

A beneficiary's interest in any trust account will be aggregated with the beneficiary's interest in all other trust accounts created by the same grantor at the same Program Bank and insured up to $250,000. If there are more than five beneficiaries, the trust account is insured up to the greater of: (1) five times $250,000; or (2) the total of the interests of each beneficiary, with each such interest limited to $250,000.

Corporate Accounts

Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate tax identification number does not establish a separate insurable capacity.

Deposit Insurance: Retirement Plans and Accounts

Retirement Plans and Accounts – Generally. The amount of deposit insurance for the deposits at a Program Bank held through one or more retirement plans or accounts will vary depending on the type of plan or account. It is therefore important to understand the type of plan or account holding the deposits. The following sections generally discuss the rules that apply to deposits held by retirement plans and accounts.

Individual Retirement Accounts (IRAs). Deposits at a Program Bank held in an IRA will be insured up to $250,000 in the aggregate. However, the deposits at a Program Bank held by an IRA will be aggregated with the deposits of the same Program Bank held by certain employee benefit plans in which the owner of the IRA has an interest. Thus, the owner of an IRA will only be eligible for insurance of $250,000 for deposits at a Program Bank held in plans and accounts that are subject to aggregation as further described in the subsection directly below.

Aggregation of Retirement Plan and Account Deposits. Under FDIC regulations, an individual's interests in plans maintained by the same employer or employee organization (for example, a union) that are holding deposits of the same Program Bank will be insured for $250,000 in the aggregate. In addition, under FDIC regulations, an individual's interest in the deposits of one Program Bank held by (i) IRAs, (ii) deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (i.e., Section 457 Plans), (iii) self-directed "Keogh Plans" of owner-employees described in Section 401(d) of the Code, and (iv) self-directed defined contribution plans will be insured for up to $250,000 in the aggregate whether or not maintained by the same employer or employee organization.

Deposits of Governmental Units

The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. Stifel is not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

Payments Under Adverse Circumstances

As with all deposits, if it becomes necessary for federal deposit insurance payments to be made on the Deposit Accounts, there is no specific time period during which the FDIC must make insurance payments available. You should be prepared for a delay in obtaining insurance payments.

As explained above, the $250,000 federal deposit insurance limit applies to the principal and accrued interest on the Deposit Accounts and other deposit accounts maintained by you at a Program Bank in the same insurable capacity. The records maintained through the Program regarding ownership of the Deposit Accounts would be used to establish your eligibility for federal deposit insurance payments. In addition, you may be required to provide certain documentation to the FDIC and to Stifel before insurance payments are released to you.

If deposit insurance payments become necessary for a Deposit Account, the FDIC is required to pay the principal balance of the Deposit Account plus accrued interest to the date of the closing of the relevant Program Bank, as prescribed by law, and subject to the $250,000 federal deposit insurance limit. No interest is earned on deposits from the time a Program Bank is closed until insurance payments are received.

As an alternative to a direct deposit insurance payment from the FDIC, the FDIC may transfer the insured deposits of an insolvent institution to a healthy institution. Subject to insurance verification requirements and the limits on deposit insurance coverage, the healthy institution may assume the Deposit Accounts under the original terms or offer you a choice between paying the Deposit Account off and maintaining the deposit at a different rate. There may be a delay in receiving notification from the healthy institution, and the healthy institution may lower the rate on the Deposit Accounts prior to providing notice. Stifel will notify you of your options in the event of a deposit transfer as information becomes reasonably available.

Questions About FDIC Deposit Insurance Coverage

If you have questions about basic FDIC insurance coverage, please contact your Financial Advisor. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC:

- By Mail: Deposit Insurance Outreach, Division of Depositor and Consumer Protection
  550 17th Street, N.W. | Washington, DC 20429
- By Phone: (877) 275-3342 or (800) 925-4618 (TDD)
- By Email: Via the FDIC's Online Customer Assistance Form, available at
  ask.fdic.gov/fdicinformationandsupportcenter

X. Securities Investor Protection Corporation Coverage

Your Securities Account (including any cash deposited for the purpose of purchasing securities) is protected by SIPC in accordance with the terms of SIPC for up to $500,000 (including $250,000 for claims for cash). **However, deposits in your Securities Account not made for the purpose of purchasing securities and the Deposit Accounts held through the Program are not protected by SIPC.**

If you have questions about SIPC coverage and additional securities coverage, please contact your Financial Advisor. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC coverage, by accessing the SIPC website at sipc.org or contacting SIPC at (202) 371-8300.