WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

CNS offers both Brokerage and Investment Advisory Services as described below.

Brokerage services
As a broker-dealer, we can recommend and effect securities transactions for you, including buying and selling securities (e.g., investment funds and fixed income products), and providing certain services including planning services and investor education. More information about our brokerage services is available in our Account Agreements & Disclosures, which is available at CNB.com/BestInterest.

- **Investment authority:** We do not have discretionary investment authority, which means that we cannot buy or sell investments in your account without first obtaining your consent. We may recommend investments to you, but you are responsible for making the decision whether to purchase or sell investments.

- **Limits on investment offerings:** While we do offer investments issued, sponsored, or managed by our affiliates (“proprietary investments”), we do not limit our investment offerings to proprietary investments or to a narrow menu of investment funds or products.

- **Account monitoring:** We do not monitor your account(s) unless we separately agree or stipulate in writing that we will monitor on a periodic basis solely for the purpose of providing securities transaction recommendations.

- **Account minimums and other requirements:** We do not have account minimum requirements to open a brokerage account, but some of the investments you may purchase through us have minimum investment requirements. Additionally, we charge an annual recordkeeping fee for accounts without any trading activity for 12 months.

Investment advisory services
As an investment adviser, we can provide investment advice to you for a fee, including investment advice with respect to particular investments and through our investment advisory programs. More information about our investment advisory services is available on our Form ADV Part 2A, Brochure (our “ADV Brochure”), which is available at CNB.com/BestInterest.

- **Investment authority:** You may choose a brokerage arrangement in which we provide you with investment advice and you decide whether to accept or reject the advice. Alternatively, you may choose to grant us ongoing authority to select third party managers to buy and sell securities in your advisory account (consistent with your investment objectives and subject to the restrictions you place on this agreed upon authority) without asking for your consent in advance on a trade-by-trade basis (also known as discretion).

- **Limits on investment advice:** While we do offer proprietary investments, we do not limit our investment advice to proprietary investments or to a narrow menu of investments.

- **Account monitoring:** We monitor your advisory account on an ongoing basis as part of our advisory services. The frequency and limitations of this account monitoring depend on the advisory program that you select and your financial needs. CNS will contact you at least annually in writing to determine whether there have been any material changes in your financial situation, including risk tolerances, investment objectives and time horizons, and whether you wish to impose any reasonable restrictions on the management of the Account or reasonably modify existing restrictions and to revalidate your investment strategy. We do not monitor your CNS brokerage accounts as part of our advisory services.

- **Account minimums and other requirements:** You must meet certain account minimums to open an advisory account. Current account minimums for advisory programs are described in our ADV Wrap Brochure at CNB.com/BestInterest.

Additional information: Please see ADV Part 2A Brochure and Account Agreements & Disclosures at CNB.com/BestInterest.
WHAT FEES WILL I PAY?

For our brokerage services, we are paid each time you trade in your brokerage account. This payment is typically called a “commission” but may also be called a “sales charge” or a “mark-up.” The commission rate or amount varies, depending on the investment and the size or amount of the transaction. If we buy a security from you or sell a security to you from our own account (as “principal”), we mark the price up or down, which is a benefit to us. Because we are compensated for each transaction, we have an incentive to encourage you to trade more frequently, in greater amounts, and to trade with us as principal because we receive more revenue when you do so. More information about commission payments is available at [CNB.com/BestInterest](http://CNB.com/BestInterest). In addition, certain investments, such as mutual funds and Unit Investment Trusts ("UITs"), or products, such as 529 college savings plans ("529 plans") and insurance products, bear ongoing costs which you pay indirectly because they are factored into the cost of the investment. Below is information about costs you will pay if you choose to purchase or trade certain investments and products:

Investments

- **Equities**: You pay a commission every time you buy or sell an equity, such as a stock of a publicly-traded company.
- **Bonds**: You pay a “mark-up” (CNS sells to you at a higher price than the prevailing market price of the security) or “mark-down” (CNS buys from you at a price lower than the prevailing market price of the security) or commission every time you buy or sell a bond, such as a corporate, government or municipal bond.
- **Options**: You pay a commission every time you buy or sell an option contract.
- **New issue offerings**: You pay the initial offering price as disclosed in the prospectus, or offering document. The offering price includes selling concessions paid to underwriters and distributors.
- **Mutual funds**: You may pay an up-front sales charge or load when you buy shares in many mutual funds as well as fees that are charged on an ongoing basis for as long as you hold the investment. Certain mutual funds also deduct other ongoing fees and expenses, such as 12b-1 fees, management fees, or servicing fees, from fund assets. When you purchase proprietary investments, there is no up-front sales charge, but there are ongoing fees and expenses as described above.
- **Closed-end funds and interval funds**: You pay a sales charge when you buy shares in a closed-end fund or interval fund’s initial offering, or a commission if you buy and sell shares in a closed-end fund in a secondary trading market. Closed-end funds and interval funds also deduct other ongoing fees and expenses, such as management fees, from fund assets.
- **Exchange traded products ("ETPs")**: You pay a commission every time you buy or sell shares of an ETP, such as exchange traded funds (ETFs) and exchange traded notes (ETNs). ETPs also deduct other fees and expenses, such as management fees, from ETP assets and are included in the funds expense ratio.
- **Brokered certificates of deposits ("CDs")**: You pay a “mark-up” (CNS sells to you at a higher price than the prevailing market price of the security) or “mark-down” (CNS buys it from you at a lower price than the prevailing market price of the security) or commission every time you buy or sell a brokered CD. CNS has more than one channel to purchase CDs, some of which may earn higher fees for the firm.
- **Structured products**: Structured product fees and costs are usually embedded in the price of the investment, so that immediately after issuance, the investment is worth less than the issue price of the investment (by the amount of the fees and costs). Investors can use the difference between the issue price and the estimated value to determine the approximate total fees and costs associated with the investment.
- **Private placement funds, including hedge funds, fund of funds and private equity funds**: You may pay a placement fee in addition to ongoing fees, a portion of which may be shared with CNS.

More information about investment fees and costs is available at [CNB.com/BestInterest](http://CNB.com/BestInterest).

**Investment products**

- **529 plans**: You pay an up-front sales load when you purchase a 529 plan and also pay other fees at the time of purchase. 529 plans also deduct other ongoing fees and expenses, including account maintenance fees and management fees for underlying investments. More information about 529 plan fees and costs is available by contacting your CNS representative.
• **Insurance products:** CNS may offer a referral program with its affiliate Royal Bank of Canada (RBC) for the purchase of insurance products such as an annuity or life insurance product. CNS may receive partial payment of the commission paid. When you purchase an insurance product, you indirectly pay a commission, which is factored into the cost of the insurance, and is paid by the issuing insurance company to us. More information about these insurance commissions, and other fees and expenses built into the cost of the insurance, is available at [CNB.com/BestInterest](http://CNB.com/BestInterest).

• **Description of other fees and costs:** In addition to the foregoing investment fees, you also pay, and we receive, certain fees associated with your brokerage account, including custodial fees as well as fees for certain services that you select, such as wire transfers or a termination or transfer fee when you instruct us to close your brokerage or transfer your account to another broker-dealer.

For our investment advisory services, you pay a program fee (the “Program Fee”) for the program you select. Program Fees are “asset-based,” meaning that it is calculated as a percentage of the assets invested in your advisory account according to the fee schedule in your advisory agreement with us. This means that the more assets you invest in your account, the more you pay in fees, and therefore we have an incentive to encourage you to increase your advisory account assets. In addition, depending on the advisory program, we may receive more revenue when our financial professionals provide advisory services as opposed to brokerage services, which creates an incentive for us to recommend an advisory account. Also, if a third-party manager is used in your portfolio, you pay additional management fees for their management. More information about these advisory fees is available in our ADV Brochure at [CNB.com/BestInterest](http://CNB.com/BestInterest).

CNS has retained its affiliate, City National Rochdale, LLC, a wholly owned subsidiary of City National Bank and an SEC registered investment adviser as sub-advisor (“Sub-Advisor”) to provide advisory services to program clients. The Sub-Advisor may invest the accounts in proprietary investments, such as affiliated mutual funds. The Sub-Advisor pays CNS compensation relating to the account’s investments, including shareholder servicing fees. Investment management fees may be wholly or partially rebated to the account on a monthly or quarterly basis as outlined in the applicable Investment Advisory Program Terms and Conditions Agreement or Asset Allocation Program Terms and Conditions Agreement. Additionally, 12b-1 fees (if applicable) are rebated to accounts on a monthly or quarterly basis. CNS will provide advance notification of any changes to the affiliated funds management fee rebate schedule.

Certain investment products, such as closed-end funds, UITs, ETPs or private placements may incur management and operating expenses that are not covered by the Program Fee. Additional information about these fees is available at [CNB.com/BestInterest](http://CNB.com/BestInterest), or the applicable prospectus for the security.

• **Description of other fees and costs:** In addition to the fees described above, we assess certain fees associated with your advisory account, such as account termination fees, and account transfer or liquidation fees, depending on the advisory program. For additional information, please see ADV Brochure and Account Agreements & Disclosure at [CNB.com/BestInterest](http://CNB.com/BestInterest).

**With respect to both brokerage and advisory services, you pay fees and costs whether you make or lose money on your investments. Fees and costs reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.**

**Conversation Starter**

Ask your CNS financial professional:

Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much goes to fees and costs, and how much is invested for me?

**WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN PROVIDING RECOMMENDATIONS AS MY BROKER-DEALER OR WHEN ACTING AS MY INVESTMENT ADVISER? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?**

If you are a retail customer, when we provide you with a recommendation as your broker-dealer or act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. **At the same time, the way we make money creates some conflicts with your interests.** You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide to you. Here are some examples to help you understand what this means:

**Examples of ways we make money and conflicts of interest**

• **Proprietary products:** We earn higher fees, compensation, and other benefits when you invest in a product that we (or one of our affiliates) advise, manage, sponsor or underwrite, such as a mutual fund or structured product. As such, we have an incentive to recommend (or to invest your assets in) these products over third-party products.
- **Third-party payments**: We receive payments from third-party product sponsors and managers (or their affiliates) when we recommend or sell certain products. As such, we have an incentive to recommend (or to invest your assets in) products of third-parties that pay us over products of third-parties that do not pay us or pay us less.

- **Revenue sharing**: Certain fund managers and sponsors (or their affiliates) share the revenue they earn when you invest in certain of their investment products (primarily mutual funds) with us. As such, we have an incentive to recommend (or to invest your assets in) products of sponsors and fund managers that share their revenue with us over other products of sponsors or fund managers that do not share their revenue or who share less.

- **Principal trading**: We may buy from or sell securities to you from our own inventory. Because we earn compensation (such as commission equivalents, mark-ups, mark-downs and spreads) and can receive other benefits in principal transactions, we have an incentive to trade with you on a principal basis and to recommend securities that we hold in inventory.

Additional information: Please see our ADV Brochure and Account Agreements & Disclosure at CNB.com/BestInterest.

**Conversation Starter**

Ask your CNS financial professional:

How might your conflicts of interest affect me and how do you address them?

**HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?**

A CNS financial professional is compensated based upon the financial professional’s total production level at CNS, which generally takes into account all of the advisory fees, commissions and similar compensation paid to CNS by the clients for which the financial professional is responsible. Accordingly, as the amount of commissions and fees paid by a client increases, the compensation paid by CNS to the client’s financial professional increases. Please see our ADV Brochure and Account Agreements & Disclosure at CNB.com/BestInterest.

We also count the receipt of commissions and investment advisory fees towards certain qualifying compensation for our financial professionals, including an annual bonus opportunity. This qualifying compensation presents a conflict because it creates an incentive for the financial professional to encourage you to trade in your brokerage account and to increase your assets in your advisory account in order to receive more commissions and advisory fees, respectively, and therefore increase the potential annual bonus.

**DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?**

Yes, the firm has legal or disciplinary histories and certain of our financial professionals have legal or disciplinary histories. Please visit Investor.gov/CRS for a free and simple search tool to research us and our financial professionals.

**Conversation Starter**

Ask your CNS financial professional:

As a financial professional, do you have any disciplinary history? For what type of conduct?

**ADDITIONAL INFORMATION**

For additional information about our brokerage services, please visit [http://www.cnb.com/personal-banking/wealth-management/self-directed-investing.html](http://www.cnb.com/personal-banking/wealth-management/self-directed-investing.html). For additional information about our investment advisory services, please visit [CNB.com/personal/investing/investment-management.html](http://www.cnb.com/personal/investing/investment-management.html). You may request up-to-date information and request a copy of this Form CRS Customer Relationship Summary by calling us at 1-800-280-1464 or by contacting us in writing at City National Securities, 555 South Flower Street, 11th Floor, Los Angeles, CA 90071.

**Conversation Starter**

Ask your CNS financial professional:

Who is my primary contact person? Are they a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?
Asset Allocation Program Terms and Conditions

Effective November 2, 2021

City National Securities, Inc.
# TABLE OF CONTENTS

**Investment Advisory Services**
- 1-1 Opening a Program Account ......................................................... 7
- 1-2 Investment Strategy ........................................................................ 7
- 1-3 Investment Services ........................................................................ 7
- 1-4 Important Information About Procedures For Opening a New Account .... 8
- 1-5 Client Communications .................................................................. 8
- 1-6 Your Consent to Use of Electronic Communications .......................... 9
- 1-7 Transaction Costs, Commissions & Fees .......................................... 9
- 1-8 Information Sharing .......................................................................... 9
- 1-9 Joint Accounts ................................................................................ 9
- 1-10 Custodial Registration ................................................................... 9
- 1-11 Transfer on Death Registration ....................................................... 9
- 1-12 Rules and Regulations ................................................................... 10
- 1-13 Recording Conversations ................................................................. 10

**Custodial Services**
- 2-1 Custodial Services .......................................................................... 10
- 2-2 Proxy and Related Material Delivery and Voting Authority ............... 10
- 2-3 Forms of Payment ........................................................................... 10
- 2-4 Asset Cost and Acquisition Information ........................................... 10
- 2-5 Statements and Reports ................................................................... 10
- 2-6 Confirmation ................................................................................... 11
- 2-7 Transfers ......................................................................................... 11
- 2-8 Order Routing ................................................................................ 11
- 2-9 Insurance ....................................................................................... 11
- 2-10 Safeguarding Your Securities ......................................................... 11
- 2-11 Shareholder Information ................................................................. 11
- 2-12 Acknowledgement of the Plan Fiduciary ......................................... 11
- 2-13 Account Administration ................................................................. 11

**General Terms**
- 3-1 Liability ....................................................................................... 12
- 3-2 Indemnity ...................................................................................... 12
- 3-3 Length of Agreement ................................................................. 12
- 3-4 Agreement Compliance/Waivers .................................................. 12
- 3-5 Governing Law .............................................................................. 12
- 3-6 Continuing Agreement ................................................................. 12
- 3-7 Mutual Fund Transactions ............................................................. 12
- 3-8 Execution of Orders/Erroneous Reports ....................................... 12
- 3-9 Participation or Interest in Client Transactions ................................ 13

**Online Service**
- 4-1 User ID/PIN .................................................................................. 12
- 4-2 Notifying CNS .............................................................................. 12
- 4-3 Discrepancies .............................................................................. 13
- 4-4 Liability Disclaimer ....................................................................... 13
- 4-5 Market Information ........................................................................ 13
- 4-6 Warranty ...................................................................................... 13

**Dispute Resolutions**
- 5-1 Dispute Resolution ...................................................................... 13
- 5-2 Predispute Arbitration Agreement ................................................. 13

**Business Resumption Plan Notification** ................................................ 13
City National Securities, Inc. Asset Allocation Program
(“Program”) Account Terms & Conditions

The Program is an investment advisory program designed to help individuals organize and manage their wealth in pursuit of their specific financial goals. The Program is sponsored by City National Securities, Inc. (“CNS”) a registered investment advisor and broker/dealer. City National Securities, Inc. (“CNS”) is a subsidiary of City National Bank (the “Bank”). CNS and the Bank are wholly-owned subsidiaries of RBC USA Holdco Corporation, which is a wholly-owned subsidiary of Royal Bank of Canada.

These Terms and Conditions ("Terms and Conditions") contain important information regarding your Program account with CNS ("Program Account"). Your acceptance of the Terms and Conditions contained herein is a condition to your having a Program Account with CNS. Please read it carefully and retain a copy for your records. Please be aware that the information contained in these Terms and Conditions is subject to change without prior notice.

CNS has retained City National Rochdale as Sub-Advisor, to provide investment advisory and portfolio management services for the Program's clients. City National Rochdale, a registered investment advisor, is a subsidiary of City National Bank. In addition, CNS will establish a custodial account on behalf of each Program client at National Financial Services, LLC (“NFS”) ("Custodial Account").

YOU HAVE BEEN PROVIDED THE ASSET ALLOCATION PROGRAM DISCLOSURE STATEMENT ("STATEMENT") WHICH DISCLOSES IMPORTANT INFORMATION ABOUT THE PROGRAM. BE SURE TO READ THE STATEMENT AND THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING THE ASSET ALLOCATION PROGRAM APPLICATION.

Mutual fund shares and other securities are not bank deposits, nor are they obligations of, or guaranteed by the Bank or any of its affiliates or any banking or financial institution. Mutual fund shares and other securities are not FDIC insured. Investing in mutual funds and other securities involves risks, including possible loss of principal.

INVESTMENT ADVISORY SERVICES

These Program Account Terms and Conditions apply only to Program Accounts.

1-1. Opening a Program Account – You request that CNS open a Program Account in the name(s) or registration listed as Account holder(s) on the Program Account Application ("Application" or "Account Application"). You warrant and represent that the information you provided on your Account Application is accurate, truthful and reliable. You understand CNS has the right to deny or accept your Application. Any deliberate omission or falsification on these forms is grounds for termination of your Program Account.

Opening a Custodial Account – You authorize CNS to open a Custodial Account with NFS as custodian in the name(s) or registration listed as Account holder(s) on the Account Application. If you are opening a Program Account in the name of your Individual Retirement Account ("IRA") or qualified retirement plan ("Plan"), your trust or custody account at NFS in the name of your IRA or Plan will be deemed to be your Custodial Account for purposes of these Terms and Conditions.

The Program Account and Custodial Account are referred to in these Terms and Conditions collectively as the "Account."

You certify that all Account holders are of legal age and have the authority to enter into this Agreement and no one except the undersigned has any interest in this Account unless revealed in the title stated on the Account Application. You agree to provide complete and updated information necessary to establish your Account such as your legal name, residence, telephone number(s), Social Security number, date of birth, Taxpayer ID number, and/or employer as changes occur.

1-2. Investment Strategy – You will meet with a CNS Advisor for the purpose of providing the Advisor with all relevant information regarding your financial background, investment objectives, prior investment experience, goals, restrictions (if any), risk tolerance, and other pertinent information, to enable the Advisor to complete an evaluation which will be the basis for determining your investment profile. Based on your investment profile, CNS will recommend an investment strategy for your Account comprised of mutual funds and exchanged traded securities. You may request that an investment strategy other than the strategy selected by the Advisor be selected for your Account. You agree to notify your Advisor promptly of any changes to your personal information which may impact on your investment profile.

You may impose reasonable restrictions on the management of your Account, including that particular securities should not be purchased, but you may not require that particular securities be purchased. Any restriction you impose must be described in reasonable detail and documented. CNS and City National Rochdale will consider your investment objectives in determining if a restriction is reasonable, but will not accept restrictions that are inconsistent with the Program or your overall investment strategy. Other factors that bear on whether a particular restriction is reasonable are the difficulty in complying with the restriction, the specificity of the restriction and the number of other restrictions imposed by the client. If CNS or City National Rochdale decides that any restriction is unreasonable, you will be notified.

If a reasonable alternative is not agreed upon, you will be removed from the Program or, if your Account has not been established, you will not be accepted into the Program.

Please be advised that the performance of restricted accounts may differ from accounts without restrictions, possibly producing lower overall results.

Your investment strategy, including acceptable reasonable restrictions, will be documented in an investment policy statement ("IPS") or investment strategy report ("ISR"). The investment strategy will be presented to you on an IPS or ISR. You will have the opportunity to change the recommended strategy. Once you have agreed to an investment strategy, your continued participation in the Program will be deemed to be your consent to the investment strategy and the IPS or ISR. The IPS or ISR will remain in effect until modified by you as conditions warrant.

1-3. Investment Services – CNS has retained City National Rochdale to provide investment management services to Program clients. Pursuant to the investment management agreement between CNS and City National Rochdale, City National Rochdale is authorized to manage and invest the funds in your Account at City National Rochdale’s sole discretion in accordance with your investment profile and your investment strategy, considering your reasonable restrictions, as documented in your IPS or ISR. City National Rochdale is authorized to select the cost basis method for sales of securities and tax reporting. If a position is a security issued by or for an affiliated company of City National Rochdale, unless expressly directed by the Client at the time the assets are transferred into the Account, CNS or City National Rochdale shall liquidate the affiliated position within a reasonable period of time. Immediate liquidation is not guaranteed. CNS or City National Rochdale will liquidate as soon as reasonably practicable and execution prices are subject to market conditions. In no event shall CNS or City National Rochdale be responsible for any losses related to the timing of such liquidation. City National Rochdale is authorized to invest your Account in interest-bearing accounts of NFS and in mutual funds to which City National Rochdale, CNS or their affiliates are providing services as an investment advisor, custodian, agent, registrar, or manager. Among the assets in which City National

ID FA-025 (Rev 10/2020) Page 7 of 27 ID FA-025 Kit (Rev 12/2022)
Rochdale may invest your Account are the City National Rochdale Funds and the RBC Funds ("Affiliated Funds"), open-end investment companies offering several portfolios, which are listed in the chart below. City National Rochdale, LLC, a wholly-owned subsidiary of City National Bank, is the Investment Advisor to the City National Rochdale Funds. RBC Global Asset Management (U.S.), Inc. is a wholly-owned subsidiary of RBC USA Holdco Corporation, and is the Investment Advisor to the RBC Funds.

CNB, CBS, and City National Rochdale act as shareholder servicing agents to the Affiliated Funds and receive fees for such services as referenced in the chart below. The summary prospectus for the Affiliated Funds details information about charges and fees and includes detailed descriptions of the risks associated with investing in the Affiliated Funds. The City National Rochdale Funds are distributed by SEI Investments Distribution Co., which is unaffiliated with City National Bank. The RBC Funds are distributed by Quasar Distribution, LLC, which is unaffiliated with City National Bank or RBC USA Holdco.

City National Rochdale believes that the Affiliated Funds are appropriate investments for your Account because they offer a wide variety of investment strategies and objectives and, among other benefits, professional investment management, investment diversification, daily liquidity and convenience. Using the funds may result in higher or lower fees than would be paid if the Account were invested in other vehicles.

City National Rochdale or RBC Global Asset Management rebates all or a portion of the fund level management fees for the Affiliated Funds in the chart below with the exception of the Short Term Emerging Markets Debt Fund. Additionally, 12b-1 fees paid to the Bank or CNS (if applicable) will be rebated to the Account on a quarterly basis. City National Securities will provide advance notification of any changes to the Affiliated Funds management fee rebate schedule. Shareholder servicing fees are not rebated.

You may impose restrictions on the investment of your Account in the Affiliated Funds subject to the provisions in Section 1-2 hereof regarding reasonable restrictions on the management of your Account.

<table>
<thead>
<tr>
<th>City National Rochdale Funds</th>
<th>CNR Fund Investment Mgmt Fees</th>
<th>Fund Investment Mgmt Fee Rebate%</th>
<th>Shareholder Servicing Fee</th>
<th>Rule 12b-1 Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government Money Market Fund – Servicing Class</td>
<td>0.26%</td>
<td>100%</td>
<td>0.25%</td>
<td>N/A</td>
</tr>
<tr>
<td>CA Tax Exempt Bond Fund – N Class</td>
<td>0.27%</td>
<td>100%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Government Bond Fund – N Class</td>
<td>0.43%</td>
<td>100%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Corporate Bond Fund – N Class</td>
<td>0.40%</td>
<td>100%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Municipal High Income Fund – N Class</td>
<td>0.50%</td>
<td>50%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Intermediate Fixed Income Fund – N Class</td>
<td>0.40%</td>
<td>100%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Fixed Income Opportunities Fund – N Class</td>
<td>0.50%</td>
<td>100%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>U.S. Core Equity Fund - N Class</td>
<td>0.40%</td>
<td>100%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Equity Income Fund – N Class</td>
<td>0.50%</td>
<td>100%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
</tbody>
</table>

| Short Term Emerging Markets Debt Fund | 0.50%* | 0% | 0.25% | N/A |

*Investment Management Fees paid to third party sub-advisers are not rebated by City National Rochdale.

Periodically we may add new/additional funds to the Affiliated Funds. At the time your Account is invested in one of these additional funds, we will provide you notice and certain disclosures in writing. Failure to object will be treated as consent of the proposed fund addition. You can terminate your approval for these additional funds by notifying CNS.

If your Account is opened for an IRA or other tax deferred account, CNS is acting as a fiduciary. For a qualified retirement plan subject to ERISA, CNS will serve in the fiduciary capacity as Investment Manager, as defined in Section 3(38) of ERISA with the authority to manage, acquire, and dispose of plan assets held in an account at NFS. NFS will serve in the non-fiduciary capacity as custodian for the plan assets. You acknowledge (i) receipt of a summary prospectus for each Fund and, in the case of qualified plans, other mutual funds that City National Rochdale currently intends to invest the Account and (ii) that you are a fiduciary of the Account who is independent of and unrelated to CNS, City National Rochdale, the Bank and their affiliates, and you are opening the Account consistent with responsibilities imposed on fiduciaries under the ERISA.

1-4. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

1-5. Client Communications – Your Advisor will act as your primary point of contact. At least annually, you will be reminded to notify your Advisor if there have been any changes in your financial situation or investment objectives or if you wish to impose or modify any reasonable restrictions on the management of your Account.

At least annually, your Advisor will contact you to determine whether there have been any material changes in your financial situation, including risk tolerances, investment objectives and time horizons, and whether you wish to impose any reasonable restrictions on the management of the Account or reasonably modify existing restrictions and to reevaluate your investment strategy. Your Advisor, in consultation with you, will determine if any information you have provided dictates a change in your investment strategy.

Any party may give notice by actual delivery, via electronic mail, or by first class mail to such physical location, email address or mailing address as a party requests in writing. Notices given by Client by actual delivery, or by first class mail shall be complete upon actual receipt by CNS in writing at the CNS office where the Account is administered. Notices given by Client by email shall be complete after acknowledgment of receipt is provided.

CNS may accept and act in accordance with any instructions which CNS believes to be genuine, and will not be liable for any
loss resulting from any instructions that are followed. Further, while CNS may accept and act in accordance with any instructions that CNS believes to be genuine and to be from Client or Client's agent CNS is not required to do so if, in its judgment, following such instruction may subject CNS to any liability or expense.

CNS will not be liable in the event of relying on instructions from a client and the designated agent, in the event that either the client or agent provides conflicting instructions upon which CNS subsequently acts.

1-6 Your Consent to Use of Electronic Communications

In connection with our relationship with you, we are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically instead.

Minimum required hardware and software

To receive and review electronic Communications, you must have access to:

- an active email address;
- a Current Version (defined below) of a web browser, such as Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Apple Safari or Mozilla Firefox, to access the Internet;
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files; and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

In some cases, you may also need a specific brand or type of device that can support a Current Version of a particular software application, including an application intended for particular mobile or handheld devices. By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies.

1-7. Transaction Costs, Commissions & Fees – Transaction costs and charges associated with trades in your account such as national exchange fees, costs associated with initial liquidations, and commissions charged by third-party brokers will be applied to your account. Fees and charges for the Program are described in the Program Fee Schedule and the Statement. You acknowledge that such fee rates may be changed from time to time with 60 days’ notice. For qualified retirement plans subject to ERISA and IRAs, notice will be provided disclosing fee changes and the effective date of the changes. For qualified plans subject to ERISA, the plan fiduciary has the right to reject the change or terminate the agreement. Pursuant to the contract provisions agreed to by the plan fiduciary, failure to object will be treated as consent of the proposed changes. All fees and out-of-pocket expenses may be charged to your account. You agree that CNS and NFS may deduct the Fees from your Custodial Account. These fees will be reflected on your statements or confirmations.

1-8. Information Sharing – You acknowledge and agree that, in order to perform their services under this Agreement, CNS, City National Rochdale and the Bank may need access to your bank account information maintained by the Bank. In addition, you acknowledge and agree that NFS, CNS, City National Rochdale, and the Bank from time to time may disclose information about you, your Account or your Account transactions to each other. In addition, NFS, CNS, City National Rochdale, and the Bank may share information with affiliates or third parties as provided in the City National Bank privacy policy, a copy of which you acknowledge receiving.

1-9. Joint Accounts – Joint Account holders listed on the Application, jointly and severally, agree that each of them shall have authority on behalf of the joint Account to execute the Account Application; to receive on behalf of the joint Account demands, notices, reports, statements of Account, and communications of every kind; to receive on behalf of the joint Account agreements relating to any of the foregoing matters and to terminate or modify the same or waive any of the provisions thereof, and generally to deal with CNS, City National Rochdale and NFS on behalf of the joint Account as fully and completely as if he or she alone were interested in said Account, all without notice to the other or others interested in the Account.

1-10. Custodial Registration – For accounts opened under the Uniform Gifts/Transfers to Minors Acts, you, the account owner, are the custodian. By opening this type of account, you agree that all assets belong to the minor and that you will only use them for the minor’s benefit – even after the assets have been removed from the account.

1-11. Transfer on Death Registration: With transfer on death ("TOD") registration, you designate a beneficiary or beneficiaries who will receive all monies, securities, or other assets held in your account at the time of your death (or upon the death of the last surviving account holder, if this is a joint account).

You can change your beneficiary designation at any time by filling out a new Beneficiary Designation form. We will rely on the latest Beneficiary Designation in our possession. You cannot change your beneficiary by will, codicil, or trust or other testamentary document. If CNS considers it necessary, CNS may request additional documents from any beneficiaries before we transfer assets to them from your account. Note that although NFS may hold in a nominee name securities that are in a TOD account, NFS has no responsibility to determine the registration or ownership of the account as a whole, either before or after your death.

Note that Per Stirpes designation rules may vary from state to state. It is your responsibility to consult with an estate planning attorney to determine whether this designation is available and/or appropriate. By checking the Per Stirpes box associated with a given beneficiary, you are agreeing that if that beneficiary predeceases you, his or her share of the account will pass through his or her descendants as determined by state law.

If more than one person is named and no share percentages are indicated, payment will be made, in equal shares, to your primary beneficiary or beneficiaries who survive you. If a percentage is indicated for a primary beneficiary who does not survive you, and if you have not checked the Per Stirpes box, the percentage of that beneficiary’s designated share will be divided equally among the surviving primary beneficiaries. If there is no primary beneficiary living at the time of your death, you hereby specify that the balance is to be distributed to the contingent beneficiary or beneficiaries listed.

Neither CNS nor NFS will advise you on whether TOD registration is appropriate for your tax or estate planning purposes. Registering a securities account in TOD form is legal only in certain states, so it is important to consult your own legal or tax advisor before establishing or revoking a TOD registration.

In consideration for establishing this registration and accepting the Beneficiary Designation, you (including your estate(s), heirs, spouse, successors on interest, and all beneficiaries named herein) shall indemnify and hold harmless CNS and NFS (and their affiliates, directors, officers, control persons, agents and employees thereof) from and against all claims, actions, costs and liabilities, including attorney fees, by any person or entity arising out of or relating to this account registration and transferee hereunder.
1-12. Rules and Regulations- All transactions for your Accounts will be subject to the transaction and settlement rules, regulations and customs of the market or exchange (selected by NFS in its discretion) where an order is entered, the clearing house, if any, the Securities and Exchange Commission, the Federal Reserve Board, the Financial Industry Regulatory Authority (FINRA) and/or any other regulatory agency, as and where applicable. FINRA requires that we provide the following information concerning the FINRA’s BrokerCheck Program. The FINRA Regulation BrokerCheck Program Hotline Number is (800) 289-9999. The FINRA Regulation Website address is www.finra.org/brokercheck. An Investor Brochure that includes the information describing the BrokerCheck Program may be obtained from the FINRA. Complaints regarding the handling of your account should be directed to City National Securities, 555 South Flower Street, 11th Floor, Los Angeles, CA 90071.

1-13. Recording Conversations – You acknowledge and agree that CNS may record telephone conversations between you and any of CNS’ employees for quality assurance and to verify securities transaction information.

2-1. Custodial Services – CNS has an arrangement with NFS, a New York Stock Exchange Member, to provide clearing and custodial services. By signing the Application you understand and agree to comply with this arrangement. You authorize NFS to act as custodian for the assets in your account(s) with CNS. NFS is carrying your Account as clearing broker under a clearing agreement with CNS. Please understand that CNS is not acting as an agent of NFS and you agree that you will in no way hold, or seek to hold, CNS, NFS or any division, officer, director, employee and/or agent thereof liable of any trading losses or other losses incurred by you. You understand and agree that any rights either NFS or CNS has under this Agreement may be exercised by either NFS or CNS, including but not limited to, the right to collect any debt balance or other obligation owing in your Account and that NFS and CNS may collect from you or enforce any other rights under this Agreement independently or jointly. As custodian, NFS is authorized to deal with the assets in your Account in the same manner as an owner, including:

- crediting to and retaining all income collected on the assets to the Account and making disbursements as you direct;
- executing all instruments, of ownership or otherwise, required by any laws or regulations, incidental to the performance of its duties;
- retaining funds in any of NFS interest-bearing accounts or money market mutual funds, including those to which NFS and its affiliates provide services, pending investment or distribution;

2-2. Proxy and Related Material Delivery and Voting Authority- You authorize CNS or NFS the following unless otherwise instructed:

- Forward all proxy and related materials (including annual reports, information statements and other material sent to stockholders) to City National Rochdale.
- To accept votes or otherwise take action from City National Rochdale regarding proxies and related materials on your behalf. You understand that you will not be sent informational copies of these communications.

2-3. Forms of Payment- CNS will accept funds by personal check, cashiers check or wire transfer. All checks must be made payable to our clearing firm, National Financial Services, LLC. You agree CNS has the right to hold any check or proceeds for as long as it takes for the funds to be deemed as good funds. You agree that once a trade is placed, securities are held in street name in your Account.

Note that while incoming checks will begin to earn dividends or interest upon deposit, you may have to wait up to four days before being able to draw on the proceeds (regardless of your Core Account Investment Vehicle).

Credit balances in your income account may earn taxable interest, the rate of which is determined by NFS or us and may change at any time without notice to you. Any income account interest will be based on the daily averaging of income account credit balances during the interest period and, as long as it amounts to at least one cent, is paid on the first business day following the 20th day of each month and reflected on your month-end statement. Note that free credit balances in your core account and income account will not be combined to determine your interest earnings in either account.

You may fund your Account by transferring marketable securities already owned into your Account. City National Rochdale will have the discretion to hold or sell such securities as it manages your Account. If you choose to transfer shares of Royal Bank of Canada common stock into the Program, you direct City National Rochdale to sell such shares.

2-4. Asset Cost and Acquisition Information – You shall provide CNS with the cost basis and date of acquisition of each of the assets you transfer to at the opening of your Account or thereafter, but not later than the time by which NFS is required to provide tax reporting information. CNS or the sub-advisor may sell Assets transferred to the Account by Client in order to implement Client’s investment program which may result in trading losses and may have tax ramifications.

Surrender Charges or CDSCs. If Client transfers a previously purchased investment into a CNS account, such as a mutual fund, annuity or alternative investment, or liquidates the previously purchased investment and transfers the proceeds into a CNS account, Client may incur a fee from the mutual fund, annuity or alternative investment (sometimes called a "surrender charge," "contingent deferred sales charge" or "CDSC") upon the sale or redemption in accordance with the investment product’s prospectus. In many cases, the CDSC is only charged if Client does not hold the security for a minimum period of time. If CNS determines that any mutual fund, annuity, or alternative investment that was transferred into the account to be inconsistent with the Client’s investment objectives and strategy, CNS will sell such holdings, and Client may be subject to a CDSC charge.

2-5. Statements and Reports - At least quarterly, NFS will furnish a statement showing the securities and cash held for your Account and any activity that has taken place since the preceding statement. Your statement also will reflect any dividends or interest payments that have been credited to your Account. In addition, you may receive a report at the end of each calendar quarter which recaps investment performance of your Account for the period.

It is important that you read all statements completely and to familiarize yourself with the symbols on your statements. Should you have any questions concerning any of the details of your Account, do not hesitate to contact your Advisor. The statements and reports contain the complete detail of your Account, and they shall be considered conclusive and final unless written objection to them is made within thirty (30) days after you receive the statement or report. The statement and report detail cannot be changed orally. NFS is required by law to report sales proceeds, dividends and interest credited to you to the Internal Revenue Service. Therefore, you should retain these statements for tax purposes. You will receive a 1099 from NFS confirming the income and sales proceeds reported to the Internal Revenue Service. As a result of revised IRS rules, all S Corporations will be subject to the same cost basis reporting requirements currently applicable for taxable brokerage accounts held by individuals. Starting January 1, 2012, the IRS reclassified the recipient designation of S-corps from "exempt" to "nonexempt," making S-corps subject to tax reporting by brokers, including the reporting
of adjusted cost basis information for the disposition of covered securities" on IRS Form 1099-B (1099-B). The IRS will continue to classify C Corporations (C-corps) (including entities that have elected C-corp classification) as exempt recipients, which means they will remain exempt from tax reporting by brokers. However, C-corps that have not certified their status for new and existing accounts by that date will automatically be classified as non-exempt recipients, and therefore will be subject to the cost basis reporting requirements applicable to S-corps.

As a result of new cost basis regulations for fixed income securities in 2014, NFS is required by the IRS to use the following defaults when calculating and reporting fixed income accruals:

- Amortize bond premium on taxable debt
- Calculate accruals on market discount using a straight line method, and recognize the discount at disposition (sale, redemption or maturity)
- Treat original issue discount ("OID") as OID.

If you made elections or intend to make elections outside of the default elections an additional form is required to be completed. Please contact CNS to obtain the form.

If you are invested in a money market fund or mutual fund that invests in U.S. Government obligations, please check with your state or local tax office or your tax advisor to determine whether your state allows you to exclude some or all of the income you earn from these investments. For more information regarding state taxation issues or any other taxation issues applicable to money market funds or mutual funds, please review the prospectus and applicable fund company’s website.

2-6. Confirmations – You agree to authorize CNR to receive trade confirmations for your account as needed. You agree to receive trade confirmations quarterly via a statement containing the required information in lieu of being mailed individual confirmations for each transaction within one business day after an order is executed. If you chose to receive individual confirmations instead of a quarterly statement please contact your Advisor. CNS may also send individual confirmations instead of confirmations via a quarterly statement as needed.

2-7. Transfers – CNS and NFS have the right to transfer securities and other property from or to any of your Accounts whenever they, in their sole and absolute discretion, if CNS or NFS considers such transfer necessary for their protection.

2-8. Order Routing – In some cases, NFS will receive remuneration for equity order flow. The NFS order delivery system routes the orders to the exchange or dealer where the best execution can occur, as determined by the national best bids and offers. CNS does not receive remuneration for order flow. Brokerage orders (including those generated by reinvested dividends) are routed through NFS, who in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market.

2-9. Insurance – CNS and NFS are members of the Securities Investor Protection Corporation (SIPC), a federal corporation which is authorized to borrow monies from the U.S. Treasury. Securities in accounts carried by National Financial Services, LLC ("NFS"), a Fidelity Investments® company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to $500,000. The $500,000 total amount of SIPC protection is inclusive of up to $250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC’s Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage.

For more details on SIPC, or to request an SIPC brochure, visit www.sipc.org or call (202) 371-8300.

2-10. Safeguarding Your Securities – Your assets that remain in NFS custody are insured against loss from fire, theft, and forgery under mandated insurance programs and protected against business failure under the federally backed Securities Investor Protection Corporation (SIPC) and the additional insurance coverage previously discussed.

2-11. Shareholder Information – Under Rule 14b-1c of the Securities Exchange Act, CNS and National Financial Services are required to disclose shareholders name, address and security positions to requesting companies. If you do not want your information disclosed, please contact CNS.

2-12. Acknowledgement of the Plan Fiduciary – If Applicable, the Plan Sponsor acknowledges that CNS provided the Fee Disclosure information, as defined by ERISA 408(b)(2), reasonably in advance of entering into this Agreement and has deemed the fees and Services to be reasonable. The Plan Sponsor also acknowledges that it has executed this Agreement on its own behalf and as a fiduciary of the Plan, and that this Agreement is binding on the Plan and on the Plan Sponsor. Further, the Plan Sponsor understands the manner in which fees are determined with respect to the Plan and the amount of the fees and consents to the payment of such fees.

2-13. Account Administration – FINRA Rule 4311 requires that CNS identifies the various account administration functions that CNS and NFS each agree to perform. Below is a summary of this information; for a more complete description, contact CNS.

As your advisor, CNS will:

- Open, approve, and monitor your custodial account
- Transmit accurate, timely executions to NFS regarding your custodial account
- Determine the suitability of any investment recommendations and advise based on the entire portfolio
- Operate your custodial account in compliance with applicable laws and regulations
- Maintain your books and records of all services we perform for you NFS will:
  - Execute, clear, and settle transactions that we process through them
  - Send you quarterly confirmations and periodic account statements
  - Act as custodian for all funds and securities they receive on your behalf
  - Carry out instructions regarding the transactions, and the receipt and delivery of securities on your custodial account
- Maintain books and records of all services they perform in connection with your account

Note that NFS may not have verified certain pricing information that we or third parties provide to you. For more information on the allocation of services, speak with one of our representatives.

3. GENERAL TERMS

3.1. Liability – CNS, City National Rochdale and NFS shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties and shall not be
liable for any mistake of judgment nor for any action taken or omitted in good faith, nor for any loss unless directly resulting from each of their own willful misconduct or gross negligence. NFS, CNS, and City National Rochdale shall not be responsible for any act or omission of any broker or similar agent utilized by NFS to purchase, sell, or perform any act with respect to any asset in your Account.

Neither CNS, City National Rochdale nor NFS will be liable on your Account for any loss including but not limited to those caused directly or indirectly by government restrictions; exchange or market rulings; suspensions of trading; war; strike; interruption of transportation, communication or data processing services; earthquake, fire or act of God; or any other condition beyond their reasonable control.

CNS will promptly forward to you all class action elections that are received from issuers of securities which constitute all or any portion of the assets. City National Rochdale will not have any authority to agree, on your behalf or CNS to participate, nor render advice, in any class action lawsuit with respect to which you may otherwise be entitled to participate through an investment held in your Account.

Neither CNS, City National Rochdale nor NFS will be liable on your Account for any loss caused directly or indirectly by government restrictions; exchange or market rulings; suspensions of trading; war; strike; interruption of transportation, communication or data processing services; earthquake, fire or act of God; or any other condition beyond their reasonable control.

CNS will promptly forward to you all class action elections that are received from issuers of securities which constitute all or any portion of the assets. City National Rochdale will not have any authority to agree, on your behalf or CNS to participate, nor render advice, in any class action lawsuit with respect to which you may otherwise be entitled to participate through an investment held in your Account.

3-2. Indemnity – You agree to reimburse, indemnify and hold CNS, City National Rochdale and NFS, their directors, officers, employees, affiliates and agents ("Indemnified Parties") harmless from and against any and all liability, loss, claim, damage or expense, including reasonable attorneys' fees, arising under this Agreement, except to the extent caused by an Indemnified Party's gross negligence or willful misconduct, and from any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed in respect to the Account. The federal securities laws and certain state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which you may have under any federal or state securities laws (or ERISA, if the Client is a qualified plan).

3-3. Length of Agreement – These Terms and Conditions will be binding on your heirs, executors, successors, administrators, assigns, committee and conservator ("successors"). In the event of your death, incompetence, or disability, whether or not any successors of your estate and property have qualified or been appointed, until CNS has written notice of your death or incompetence, CNS, City National Rochdale and NFS may continue to operate as though you were alive and competent. This agreement may not be assigned (within the meaning of the Investment Adviser's Act of 1940 (the "Adviser's Act") by Adviser without Client's written consent.

3-4. Agreement Compliance/Waivers – CNS', City National Rochdale's or NFS' failure to insist at any time upon strict compliance with any terms of these Terms and Conditions, or any continued course of such conduct on their part will not constitute their waiver of any of their rights hereunder. Except as otherwise provided herein, no provision of these Terms and Conditions will in any respect be waived, modified or amended unless such waiver, modification or amendment is in writing, signed by a duly authorized officer of CNS, City National Rochdale or NFS.

3-5. Governing Law – These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of law provisions thereof.

3-6. Continuing Agreement – If any provision of any of these Terms and Conditions is held invalid or unenforceable by any court, regulatory or self-regulatory agency or body, or arbitration tribunal, such invalidity or unenforceability will attach only to that provision.

The validity of the remaining provisions will not be affected thereby, and these Terms and Conditions will be carried out as if such invalid or unenforceable provision were not contained therein.

3-7. Mutual Fund Transactions – Your Account may be invested in the shares of one or more mutual funds, in addition to the Funds described above. CNS and its affiliates receive a variety of fees from these mutual funds. These fees include, but are not limited to, fees for shareholder servicing, administrative services and investment management. Fees and other matters are covered in the applicable fund prospectuses and any accompanying materials for the mutual funds which are available to you upon request. It is important for you to read such prospectuses carefully. If you have any questions about any aspect of CNS or its affiliates' relationships with the mutual funds it offers or their distributors, please call your Advisor.

3-8. Execution of Orders/Erroneous Reports – City National Rochdale can execute your orders to buy or sell securities or forward them to NFS for execution. Stock and options exchanges have rules governing erroneous reports of executions. The price at which an order is executed shall be binding notwithstanding that an erroneous report may have been rendered, or no report received from the exchange. Also, a report shall not be binding if an order was not actually executed but was reported in error to have been executed.

3-9. Participation or Interest in Client Transactions – City National Rochdale may purchase or sell securities for which CNS, its affiliates or their respective officers, directors or employees ("related persons"), directly or indirectly, has a position or interest, or which it or any related person buys for himself or herself. Such transactions also may include trading in securities in a manner that differs from, or is inconsistent with, the advice given to CNS clients. City National Rochdale and CNS have established policies and procedures for City National Rochdale and CNS employees and related persons in order to ensure that they meet their fiduciary responsibilities and to prevent improper conduct wherever potential conflicts of interest may exist with respect to a client. CNS, City National Rochdale, or NFS may invest its clients' accounts in portfolios which are similar to the Program portfolios and which invest in the same securities in which Accounts are invested under the Program.

ONLINE SERVICES

4-1. User ID/PIN – You understand that online access to your Custodial Account will be for inquiries only and will not be available until you receive a user identification ("User ID") and personal identification number ("PIN"). You will be responsible for the confidentiality and use of your User ID (the screen name you will be using for online access), and PIN.

4-2. Notifying CNS – You further agree that, as a condition of using the service to review your Custodial Account information, you will immediately notify CNS if you become aware of any unauthorized use of your User ID or PIN.

In the event CNS is not notified as soon as possible when you become aware of any unauthorized use of your User ID or PIN, you agree and consent to hold harmless CNS, City National
Rochdale and NFS and their officers, employees, agents, affiliates and subsidiaries against any responsibility or liability to you or to any person whose claim may originate through you for any claim regarding any such online access.

4-3. Discrepancies – You agree to promptly notify CNS if there is a discrepancy with your Custodial Account balance or security positions.

4-4. Liability Disclaimer – You agree that NFS, CNS, and City National Rochdale will not be liable for any damages of any type or kind that result from inconvenience, delay or loss of the use of the online service even if CNS has been advised of the possibility of such damages.

4-5. Market Information – Neither CNS, City National Rochdale nor NFS guarantee any of the stock quote and other financial market information nor the timeliness, accuracy, or completeness of the market information or any other market data or messages dispersed by any party, including CNS provided through this online service (or website).

4-6. Warranty – By use of the online access service you agree there is no merchantable warranty, no warranty of suitability for a particular purpose, and no other warranty of any kind, expressed or implied, regarding the information or any aspect of this service.

**DISPUTE RESOLUTION**

5-1. Dispute Resolution - This agreement contains a predispute arbitration clause. By signing a new account application, the parties agree to the arbitration agreement as follows:

(A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

5-2. Predispute Arbitration Agreement – You agree that the rules of FINRA, who administers the arbitration, furnishes the designated place where arbitration is to take place. By opening and maintaining an account with CNS, you agree that all disputes which may arise between you and CNS, be determined by arbitration conducted by the FINRA, Inc. You shall be responsible for all expenses incurred by CNS, including reasonable fees for attorneys' costs, in enforcing any provision of or collecting any amounts due us under this Agreement, and further that the agreement will be governed and interpreted by the laws of the State of California.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

**BUSINESS RESUMPTION PLAN NOTIFICATION**

6-1. CNS participates with and relies on a pre-established, corporate wide "Business Continuity Program" (Program) of the Bank for contingency planning and disaster recovery form various scenarios.

The purpose of this section is to disclose to customers how CNS will respond to the possibility of future significant business disruptions of various durations and descriptions.

The primary objective of CNB's Program is to ensure the continuity of operations in the event of an unplanned business interruption. The program is structured to address a variety of potential outages, related risks, and mitigating actions and controls.

The Bank has an Incident Response process that provides for escalation and management of the event, including internal and external crisis communications. During an emergency the bank activates one or more of its Emergency Operations Centers (EOC); the incident response team relocates to the specified EOC until the emergency is over.

The Bank has two geographically separate data centers supported by uninterrupted power supplies (UPS) and back-up diesel generators, which are tested regularly. Critical applications are replicated at the Bank's recovery center. In addition, there are designated alternate work area locations to relocate critical operations personnel during an emergency.

Business continuity plans are regularly exercised to demonstrate the Bank's ability to continue normal operations with our clients, business partners, and internal staff in the event of a business disruption. These exercises, which include recovery of the infrastructure and critical applications, are conducted regularly and no less than once every twelve months. All plans are maintained on an on-going basis.

As a regulated organization, all components of the Business Continuity Program, as well as the planning and outcome of continuity exercises, are reviewed and validated at least annually by the Bank's Board of Directors, the Audit Committee of the Board, and the OCC (Office of the Comptroller of the Currency).

CNS ensures that its portion of the Bank's Program complies with applicable federal securities laws and FINRA rules, and makes the Program available to the FINRA upon request. CNS will communicate with its regulatory authorities regarding the nature and extent of any significant business disruption as required by applicable law and regulation.

As a participant in the Bank's Program, CNS has also diversified its operations and supporting technology services through geographically dispersed locations.

The Program is designed and repeatedly tested to recover from scenarios of varying severity of business disruption, including facility failures or disruptions to a single building, business district, city or region, telecommunications failures, earthquakes, civil disturbances and other disruptions. For all of these scenarios, to the extent feasible, CNS intends to continue its business operations and provide continued services to customers during any business disruption regardless of the size and length of a business disruption. Anticipated recovery times will vary between a few minutes up to 48 hours.

Small or short term disruptions will allow CNS to continue to operate from its current location at the City National Plaza, 555 South Flower Street, 11th Floor, Los Angeles, California 90071.

Larger disruptions may require a physical relocation; but our mailing address, phone numbers, email addresses and website...
will remain the same, so this should not cause you difficulties in contacting someone to assist you with your needs.

Should a major event take place, additional information will be provided on this website. This statement is available in writing upon request and is subject to change. Changes will be immediately posted at this location as well as incorporated into the written statement.

Member FINRA/SIPC
Asset Allocation Program

Disclosure Statement

Sponsor: City National Securities, Inc., member FINRA/SIPC
Address: 555 South Flower Street, 11th Floor
Los Angeles, CA 90071
Telephone: (800) 280-1464

This asset allocation program brochure provides information about the qualification and business practices of City National Securities, Inc. If you have any questions about the contents of this brochure, please contact us at (800) 280-1464. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about the City National Securities, Inc. also is available on the SEC’s website at www.adviserinfo.sec.gov.
MATERIAL CHANGES
Revised to reflect Rochelle Levy as Chief Compliance Officer.

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>17</td>
</tr>
<tr>
<td>Service, Fees and Compensation</td>
<td>17</td>
</tr>
<tr>
<td>Wealth Advisory Services</td>
<td>17</td>
</tr>
<tr>
<td>Custody Services</td>
<td>17</td>
</tr>
<tr>
<td>Investment Restrictions</td>
<td>18</td>
</tr>
<tr>
<td>Fees</td>
<td>18</td>
</tr>
<tr>
<td>Financial Advisors' Compensation</td>
<td>18</td>
</tr>
<tr>
<td>Account Requirements and Types of Clients</td>
<td>18</td>
</tr>
<tr>
<td>Portfolio Manager Selection and Evaluation</td>
<td>18</td>
</tr>
<tr>
<td>Client Information Provided to Portfolio Managers</td>
<td>18</td>
</tr>
<tr>
<td>Client Contacts &amp; Communications</td>
<td>18</td>
</tr>
<tr>
<td>Reports and Documents</td>
<td>19</td>
</tr>
<tr>
<td>Methods of Analysis, Investment Strategies and Risk of Loss</td>
<td>19</td>
</tr>
<tr>
<td>Methods of Analysis and Investment Strategies</td>
<td>19</td>
</tr>
<tr>
<td>Proprietary Quantitative Research</td>
<td>20</td>
</tr>
<tr>
<td>Fund Selection and Monitoring</td>
<td>20</td>
</tr>
<tr>
<td>Sources of Information</td>
<td>20</td>
</tr>
<tr>
<td>Material Risks (Including Significant or Unusual Risks) Relating to Investment Strategies</td>
<td>20</td>
</tr>
<tr>
<td>Other Material Risks</td>
<td>22</td>
</tr>
<tr>
<td>Risks Associated with Types of Securities that are Primarily Recommended</td>
<td>22</td>
</tr>
<tr>
<td>Principal Investment Strategy of the Asset Allocation Services</td>
<td>23</td>
</tr>
<tr>
<td>Principal Risks</td>
<td>23</td>
</tr>
<tr>
<td>Sub-Adviser Allocation</td>
<td>23</td>
</tr>
<tr>
<td>Cybersecurity Risk</td>
<td>23</td>
</tr>
<tr>
<td>Disciplinary Information</td>
<td>23</td>
</tr>
<tr>
<td>Other Financial Industry Activities and Affiliations</td>
<td>24</td>
</tr>
<tr>
<td>Code of Ethics, Participation or Interest in Client Transactions</td>
<td>24</td>
</tr>
<tr>
<td>Code of Ethics</td>
<td>24</td>
</tr>
<tr>
<td>Participation or Interest in Client Transactions</td>
<td>24</td>
</tr>
<tr>
<td>Brokerage Practices</td>
<td>24</td>
</tr>
<tr>
<td>Review of Accounts</td>
<td>25</td>
</tr>
<tr>
<td>Client Referrals and Other Compensation</td>
<td>25</td>
</tr>
<tr>
<td>Financial Information</td>
<td>25</td>
</tr>
<tr>
<td>Fee Schedules</td>
<td>25</td>
</tr>
<tr>
<td>Investment Management</td>
<td>25</td>
</tr>
<tr>
<td>Diversified Fixed &amp; Conservative Growth &amp; Income</td>
<td>25</td>
</tr>
<tr>
<td>Mutual Fund Expenses</td>
<td>25</td>
</tr>
</tbody>
</table>
INTRODUCTION

City National Securities, Inc. ("CNS") is a subsidiary of City National Bank ("CNB"). CNS and CNB are wholly-owned subsidiaries of RBC USA Holdco Corporation ("Holdco"), which is a wholly-owned subsidiary of Royal Bank of Canada. RBC Global Asset Management US is also a wholly owned subsidiary of Holdco and is the investment advisor to the RBC Funds.

City National Securities, Inc. ("CNS") offers the City National Securities Asset Allocation Program (the "Program") designed to help individuals organize and manage their wealth in pursuit of their specific financial goals. The Program is sponsored by CNS a registered investment advisor and broker/dealer since 2009 and as of December 31, 2017, has over 1 billion of discretionary funds under management. CNS is a wholly owned subsidiary of City National Bank ("CNB").

The Program provides clients with access to professional wealth management services. Specific features of the Program include goal assessment and risk profiling, asset allocation strategies, money management, performance reporting and ongoing monitoring with a dedicated financial advisor ("Financial Advisor").

CNS has retained City National Rochdale, LLC ("Sub-Advisor"), an SEC Registered Investment Advisor and wholly-owned subsidiary of CNB, to provide investment advisory and portfolio management services in a sub-advisor capacity for the Program's clients. In addition, CNS will establish a custodial account on behalf of each Program client at National Financial Services LLC ("NFS"). Neither CNS nor any of CNS' advisory personnel act as portfolio managers of Program Accounts.

SERVICES, FEES AND COMPENSATION

Wealth Advisory Services

A core component of the Program is an evaluation of each client's current financial position, financial goals, investment timeframes and risk profile, which information the Financial Advisors will obtain through discussion with and records gathered from each client. The information collected from Program clients provides the foundation for the recommendation of an investment strategy for each Program client's account ("Account"). The recommendation is developed by understanding a client's risk tolerance and time horizon and applying asset allocation techniques, combined with the Sub-Advisor's assumptions regarding the future performance of various asset classes, future inflation rates and other relevant data.

CNS may use the information provided by the client to develop and provide to the client a financial evaluation. This evaluation will be incidental to the advisory services and will not be a separate fee based service.

Once the client's investment strategy has been determined, the Financial Advisor establishes the client's overall asset allocation recommendation. The optimal allocation seeks to achieve the maximum return for a given level of risk.

Based on information provided by each client during the analysis process and the overall investment strategy for the Account, CNS will recommend a specific asset allocation strategy and various investment options to a client. Investment options offered within the Program may include proprietary or, mutual funds, and/or exchange traded funds.

The investment strategy to which the client agrees will be documented in an investment policy statement ("IPS") or Investment Strategy Report. The purpose of the IPS or Investment Strategy Report is to foster a clear understanding of a client's overall investment objectives, policies, and guidelines. The IPS or Investment Strategy Report will remain in effect until modified by the client as conditions warrant. The investment strategy is not a CNB product, not guaranteed by the FDIC, and investing in strategies containing securities involves a risk of loss that should be accounted for in the account IPS or Investment Strategy Report.

As part of its investment management responsibilities under the Program, the Sub-Advisor develops and maintains the asset allocation strategies that form the basis for its investment advice. Asset allocation strategies offered under the Program reflect a continuum of risk characteristics ranging from conservative to aggressive growth. Each asset allocation strategy will be fulfilled with mutual funds and exchange traded funds. The mutual funds in which client accounts may be invested include the City National Rochdale or RBC Funds ("Affiliated Mutual Funds") from which CNS, the Sub-Advisor, and their affiliates receive compensation (see the discussion below under "Participation or Interest in Client Transactions").

The Sub-Advisor periodically reviews the asset allocation strategies, including the portfolio securities, in which client Accounts are invested in connection with the Program. Generally, the Sub-Advisor has the authority to manage the Accounts in a manner consistent with a client's overall investment strategy including the discretion to make changes to the allocation weightings and the portfolio holdings within the strategies without the prior approval of clients.

Custody Services

CNS will establish a custodial account at NFS for each of the Program clients. As custodian, NFS shall hold the Accounts' assets in safekeeping, settle all trades, and provide statements to clients, among other custodial services. CNS will advise each client when the client's custodial account has been opened. If a client opens a Program Account in the name of an Individual Retirement Account ("IRA") or qualified retirement plan ("Plan"), the trust or custody account at NFS in the name of the IRA or Plan will be deemed to be the custodial account for purposes of this Disclosure Statement.

Investment Restrictions

A client may impose reasonable restrictions on the management of his or her Account, including that particular mutual funds or family of funds should not be purchased, but the client may not require that particular funds be purchased. Any client imposed restriction must be described in reasonable detail and documented in the client's IPS or Investment Strategy Report.

CNS and the Sub-Advisor will consider the client's investment objectives in determining if a restriction is reasonable, but will not accept restrictions that are inconsistent with the Program or the client's overall investment strategy. Other factors that bear on whether a particular restriction is reasonable are the difficulty in complying with the restriction, the specificity of the restriction, and the number of other restrictions imposed by the client. If any restriction is deemed unreasonable, the client will be notified. If a reasonable alternative is not agreed upon, the client will be removed from the Program or, if the client's Account has not been established, the client will not be accepted into the Program.

When deciding whether to impose reasonable restrictions on an Account, clients should be aware that performance of restricted Accounts may differ from Accounts without restrictions, possibly producing lower overall results. Clients are encouraged to contact and consult with their Financial Advisors if they are considering imposing any investment restrictions.
Fees

Under the Program, each client pays an asset-based fee in accordance with the fee schedules shown below calculated on the market value of the assets in the account determined as of the close of business on the last business day of the calendar quarter. In computing the asset value of an Account, a security listed on a national securities exchange will be valued, as of the valuation date, at the closing price on the principal exchange on which it is traded. Any other security in an Account will be valued in a manner determined by the Sub-Advisor or its agents in good faith to reflect fair market value. The Sub-Advisor may rely on valuations furnished by Program vendors and/or their independent pricing services.

The fee for each quarter is paid in advance and will be calculated at one fourth (1/4) of the rates set forth in the fee schedule.

For the purpose of calculating the advisory fee, the first quarter will commence on the first calendar quarter after the effective date of this agreement.

The Client's initial fee payment will be due at the end of the calendar quarter wherein the account was opened. The fee charged will be a prorated for the period from the account opening date through the last day of the quarter. Thereafter, fees will be charged in advance of and cover each subsequent calendar quarter in its entirety.

In the event this agreement is terminated by either party prior to the end of the billing period, a pro-rata refund of the fee will be made by CNS to the client.

Clients authorize NFS as custodian to deduct the asset-based fees from their custody Account. CNS compensates the Sub-Advisor for investment advisory services it provides to clients in connection with the Program in the amount of 30% of the fees paid by clients.

The client should consider that, depending upon a number of factors, including the level of the Program fee charged and the amount of activity in the client’s Account, the Program may cost the client more or less than purchasing the Program services separately through a brokerage account. However, the client may not obtain investment advisory services from CNS other than through the Program or the separate “CNS Investment Advisory Program”. The Program fees may be more or less than fees charged by sponsors of similar programs.

Clients may be able to purchase individual securities and shares of the mutual funds outside of the Program directly without purchasing the services of the Program or paying the Program fees (but subject to any applicable sales charges). The specific shares of mutual funds offered through the Program may not be available to the general public; however, other shares of the same mutual funds may be available with different fee structures. In the case of those mutual funds that are offered generally to the public, the prevailing sales charge or other fees (as described in the mutual fund's prospectus) may be more or less than the expenses of classes of shares utilized in the Program.

Program fees are negotiable in certain circumstances and may differ from client to client based upon a number of factors, including the amount of the assets, the client-related services to be provided to the Account, the overall relationship with CNS and its affiliates and other relevant criteria. Fees also may differ as a result of the application of prior fee schedules depending upon a Client's Program inception date. Accounts that begin or terminate within a month are billed on a pro rata basis.

Financial Advisors' Compensation

Financial Advisors will receive salary and incentives based in part on the fees charged to clients in the Program. Such payments may be made for the duration of a client’s participation in the Program. The compensation paid to a Financial Advisor relating to a client’s participation in the Program may be more than the Financial Advisor would receive if the client paid separately for brokerage and other services from CNS. As a result, Financial Advisors may have a financial incentive to recommend an advisory fee program over other non-advisory services offered by CNS. A Program client may also have other accounts with CNS in which advisory fees are not charged. The payment of commissions in these accounts is negotiated on an entirely separate basis from the payment of fees in the Program. For retirement plans subject to ERISA, CNS acts as an ERISA 3(38) investment manager and for IRAs, CNS acts as an investment fiduciary.

ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

The Program is available to individuals, trusts, estates, charitable and not-for-profit organizations, and corporations with a minimum of approximately $50,000 to invest, although CNS may waive this minimum at its sole discretion. The Program is also available to individual retirement accounts and qualified retirement plans (pension and profit sharing plans) established under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

PORTFOLIO MANAGER SELECTION AND EVALUATION

In engaging the Sub-Advisor to provide investment advisory services to Program clients, CNS has reviewed the background and experience of the Sub-Advisor’s investment professionals as well as the investment process used by the Sub-Advisor. On at least an annual basis, CNS shall conduct a review of the Sub-Advisor for the purpose of evaluating the Sub-Advisor’s performance and compliance with the terms of its appointment as advisor. The review shall include consideration of the Sub-Advisor’s investment performance relative to appropriate benchmarks and its adherence to Account guidelines, investment style, and quality of securities. CNS may consider replacing or recommend replacing the Sub-Advisor with another manager when appropriate. Potential conflicts of interest caused by this arrangement are discussed under “Participation or Interest in Client Transactions” below.

CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

As discussed above under “Advisory Services” information obtained from a client regarding the client’s current financial position, financial goals, investment timeframes, and risk profile, which information the Financial Advisors will obtain through discussion with and records gathered from each client, will be shared with the Sub-Advisor and will become the foundation for the recommendation of an investment strategy for each Program Account.

CLIENT CONTACTS AND COMMUNICATIONS

Financial Advisors will be the primary point of contact for Program clients. Every Financial Advisor will be a Registered Representative of CNS. Financial Advisors will be responsible for meeting with clients to discuss their financial goals and objectives.

Financial Advisors will contact clients at least annually to determine whether there have been any material changes in a client’s financial situation, including risk tolerances, investment objectives and time horizons, and whether the client wishes to impose any reasonable restrictions on the management of the Account or reasonably modify existing restrictions, and to
revalidate the client’s investment strategy. The Financial Advisor, in consultation with the client, will determine if any information provided by the client dictates a change in the client’s investment strategy. CNS and the Sub-Advisor will periodically review client Program Accounts.

In the course of normal business, CNS, the Sub-Advisor, and NFS will have access to confidential client information, including but not limited to information provided by the client, copies of clients’ monthly statements and on-line access to client account information. CNS, the Sub-Advisor, and NFS have adopted codes of ethics and/or implemented procedures to ensure the integrity of client information and the uses to which such information may be put. In addition, CNS, CNB, the Sub-Advisor, and NFS have adopted privacy policies which will be provided to clients at the time Program Accounts are established.

Reports and Documents

NFS, as custodian, will provide Program clients with account statements at least quarterly, reflecting all activity occurring during the period covered by the statement and a list of all securities held in the Account at the end of the period. Quarterly performance measurement reports provided by City National Rochdale recap investment performance for the period. Performance of Program Accounts will be calculated on a trade date basis, using a time-weighted formula which includes principal market value changes, daily weighted cash flows, as well as income accrued and received. Performance information assumes reinvestment of all dividends and capital gains, unless an Account has been set up otherwise.

Under the Terms & Conditions of the Program, you agree to waive your right to receive any security related documents, except as specifically set forth in the Terms & Conditions. CNS will promptly forward to you all class action elections that are received from issuers of securities which constitute all or any portion of the assets. CNR will not have any authority to agree, on your behalf or CNS to participate, nor render advice, in any class action lawsuit with respect to which you may otherwise be entitled to participate through an investment held in your account.

METHODOLOGY OF ANALYSIS AND INVESTMENT STRATEGIES AND RISK OF LOSS

Methods of Analysis and Investment Strategies

The Adviser utilizes a variety of methods and strategies to make investment decisions and recommendations. These methods entail an evaluation of investment opportunities using fundamental, technical, quantitative and qualitative analyses to determine the intrinsic value of securities and other types of instruments. These methods, strategies and investments involve risk of loss to clients and clients must be prepared to bear the loss of their entire contribution/investment.

Investment Products are not bank deposits or obligations of or guaranteed by City National Bank or any subsidiary or affiliate and are not insured by the FDIC, they involve risk, including the possible loss of principal.

Our Sub-Advisor, City National Rochdale employs the following investment strategies. These may be constructed as a separately managed account or using proprietary or non-proprietary pooled investment vehicles.

Galaxy. The Adviser uses a proprietary modeling system to design asset allocation models specific to each client’s risk return requirements. Asset allocation decisions are unique to each client. At the beginning of each client relationship, the Adviser assesses the objectives of each client based (broadly) on their assets, liabilities and income goals. In this process, the Adviser utilizes a Monte Carlo analysis which is a modeling technique used to approximate the probability of certain outcomes by running multiple trial runs, called simulations, using random variables on several different allocation profiles. The projected return on investment for the portfolio is based on a combination of broad historic index returns, risks and correlations and current outlook. While this methodology is not perfect, a Monte Carlo simulation allows the Adviser to view probabilities of success with thousands of simulations. Under long timeframes, the Adviser believes this tool is a good source in helping select an individual clients’ allocation. Past performance is no guarantee of future results.

Equity. The Adviser’s equity strategy focuses on a broad range of equity investment strategies, including Core US Equities, Equity Income and Emerging Markets. Client accounts can be structured to achieve the desired blend of exposure to geographies, either domestic or international and investment style, growth or income.

U.S. Large Cap Core Equities - Pursues capital appreciation strategies by taking long positions in quality companies with above average growth potential in highly ranked industries and secular themes with long term capital appreciation potential.

U.S. Large Cap Select Core Equities - A concentration of U.S. large cap core equities which seeks to provide aggressive capital appreciation, with current income as a secondary objective, through investments in the equity securities of companies with large and medium capitalizations.

Equity Income. The Adviser pursues equity income strategies by taking long positions in companies with equity growth potential. The strategy focuses on higher-than-average dividend paying stocks from companies with stable, recession-resistant cash flows and strong dividend histories.

Emerging Markets. City National Rochdale pursues investment strategies by taking long positions in quality companies located in emerging Asian markets. The Adviser seeks to invest in quality companies with a focus on locally listed large, medium, and small cap companies that are broadly inaccessible to U.S. investors. On-the-ground research is conducted to provide direct insight and domain expertise.

Municipal High Income. – Pursues an investment strategy that seeks to provide a high level of current income that is not subject to federal income tax. Seeks investments in medium- and lower-quality bonds, which are bonds that are rated BBB- or lower by Standard & Poor’s Ratings Services (“Standard & Poor’s”), are comparably rated by another nationally recognized statistical rating organization (“NRSRO”) or, if unrated, are determined by City National Rochdale to be of comparable quality. Typical investments include non-investment grade debt securities (commonly called “junk” bonds), which are rated BB+ or lower by Standard & Poor’s, comparably rated by another NRSRO or, if unrated, determined by City National Rochdale to be of comparable quality.

Tax-Free Intermediate Fixed Income - Seeks to provide a high level of current income and capital preservation through investment in tax-exempt municipal fixed income securities.

Tax-Free Intermediate-Long - Seeks to capture potential inefficiencies in the intermediate part of the municipal bond yield curve (typically the 5-20 year portion of the municipal bond yield curve).

Taxable Intermediate Fixed Income – Seeks to provide a high level of current income and capital appreciation through investment in corporate bonds and notes, as well as debt securities issued by the federal government and its agencies.

Tax-Free Short Intermediate Fixed Income – Seeks to provide a return comprising a combination of both price and income attributes. Through a wide spectrum of investments in municipal investments. Pursues an investment strategy that seeks to provide a high level of current income and capital preservation through investment in tax-exempt municipal fixed income securities.

ID FA-028 (Rev 12/2022)
bonds and notes, whose earnings are federally and/or state tax exempt.

**Taxable Short Intermediate Fixed Income** – Seeks to provide a return comprising a combination of both price and income attributes. This strategy covers a wide maturity spectrum, through investments in corporate bonds and notes, as well as debt securities issued by the federal government and its agencies.

**Opportunistic Fixed Income.** City National Rochdale pursues investment strategies by investing in fixed income securities of any credit rating. The Adviser may seek to invest client assets across a spectrum of income yielding securities and primarily focuses on investments in high yield bonds (commonly known as “junk” bonds) issued by corporate and municipal issuers, in fixed and floating rate loans made to U.S. and foreign borrowers, and in domestic and foreign corporate bonds including asset backed securities and bank loans. The Adviser also invests in life insurance policies. The Adviser’s foreign investments include investments in companies that are operating principally in emerging market or frontier market countries.

**Proprietary Quantitative Research**

In addition to fundamental analysis performed on individual securities, City National Rochdale has created and utilizes several proprietary, quantitatively oriented research systems in order to make its investment determinations. These tools use screening techniques based on financial and economic data to help determine which industries/securities are the most attractive for purchase/retention and/or sale at any given point in time. These techniques are used in conjunction with the fundamental research performed by City National Rochdale.

**Fund Selection and Monitoring**

City National Rochdale recommends suitable investment options, including third party and affiliated mutual funds and closed-end funds, which can help to meet the long-term investment objectives and needs of each client. City National Rochdale closely monitors the performance of each fund it recommends to its clients, including the performance of any sub-adviser.

**Sources of Information**

To help develop its strategies and recommendations, City National Rochdale uses proprietary, quantitatively oriented research systems. These systems contain pertinent financial information on individual securities as well as broad domestic and international macroeconomic data. In addition, City National Rochdale uses commercially available services, financial publications and information services dealing with investment research, securities law, and taxation. City National Rochdale may also use private placement memoranda and other private placement due diligence materials. Such information may be obtained in print or via electronic media. Company prepared materials (particularly prospectuses) and research releases prepared by others are also utilized.

Despite City National Rochdale’s best efforts and sources of information, these do not guarantee that performance returns will be positive. All investing involves risk and may result in a loss that clients should be prepared to bear.

**Material Risks (Including Significant or Unusual Risks) Relating to Investment Strategies**

The following is a brief description of the investment risks of the investment strategies employed by City National Rochdale in the management of the City National Rochdale Funds, the Other Registered Funds and the Diversified Opportunity Fund. For a more detailed explanation of these risks, please refer to the prospectuses and summary prospectuses for the Funds, as applicable, available at [www.citynationalrochdalefunds.com](http://www.citynationalrochdalefunds.com).

The City National Rochdale Government Money Market Fund is a money market fund that seeks to preserve principal and maintain a high degree of liquidity while providing current income. Also, the Government Money Fund seeks to maintain a $1.00 per share net asset value (“NAV”). The Government Money Fund invests at least 99.5% of its total assets in cash, U.S. Treasury securities and other government securities guaranteed or issued by an agency or instrumentality of the U.S. Government, and/or repurchase agreements that are fully collateralized by cash or government securities. In addition, the Fund invests at least 80% of its net assets (plus any borrowings for investment purposes) in U.S. Government securities and/or repurchase agreements that are fully collateralized by government securities. In particular, the Fund invests in U.S. Treasury obligations, obligations issued or guaranteed as to principal and interest by agencies or instrumentalties of the U.S. Government and repurchase agreements involving these obligations. Obligations issued or guaranteed by the U.S. Government or its agencies or instrumentalties in which the Government Money Fund invests consist principally of securities issued or guaranteed by Fannie Mae (formerly known as the Federal National Mortgage Association), the Federal Home Loan Bank (“FHLB”), Freddie Mac (formerly known as the Federal Home Loan Mortgage Corporation) and the Government National Mortgage Association (“Ginnie Mae”). The securities held by the Fund must, in the opinion of City National Rochdale, the Fund’s investment adviser, present minimal credit risk. The Fund invests in compliance with the requirements of Rule 2a-7 under the Investment Company Act relating to the credit quality, maturity, liquidity and diversification of investments for money market funds.

An investment in the Government Money Market Fund may expose an investor to the following risks, which are described in greater detail in the prospectus and summary prospectus:

1. **Credit Quality** – Some issuers or other obligors may be unable to make the required payments on securities held by the Fund. Debt securities also go up or down in value based on the perceived creditworthiness of issuers or other obligors rated by one or more nationally recognized statistical rating organizations.

2. **Government-Sponsored Entities** – Such investments may not be guaranteed or insured by the U.S. Government and may only be supported by the credit of the issuing agency.

3. **Redemptions** – The Fund may experience heavy redemptions, particularly during periods of declining or illiquid markets that could cause the Fund to liquidate its assets at inopportune times or at a loss or depressed value and that could affect the Fund’s ability to maintain a stable $1.00 share price.

4. **The Effect of Interest Rates** – When interest rates are very low, the Fund’s expenses could absorb all or a significant portion of the Fund’s income, and if the Fund’s expenses exceed the Fund’s income, the Fund may be unable to maintain its $1.00 share price without a subsidy by City National Rochdale or its affiliates.

5. **Repurchase Agreements** - Repurchase agreements are agreements under which securities are acquired from a securities dealer or bank subject to resale at an agreed upon price which includes principal and interest. Under all repurchase agreements entered into by the Fund, the Fund’s custodian or its agent must take possession of the underlying collateral. However, if the seller defaults, the Fund could...
realize a loss on the sale of the underlying security to the extent the proceeds of the sale are less than the resale price.

6. No Guarantees – You could lose money by investing in the Government Money Market Fund. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a deposit of City National Bank or Royal Bank of Canada and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. City National Rochdale and its affiliates have no legal obligation to provide financial support to the Fund, and you should not expect that City National Rochdale or its affiliates will provide financial support to the Fund at any time.

Investments in the City National Rochdale Government Bond Fund, City National Rochdale Corporate Bond Fund, City National Rochdale California Tax Exempt Bond Fund, City National Rochdale Municipal High Income Fund, City National Rochdale High Yield Bond Fund, City National Rochdale Intermediate Fixed Income Fund, City National Rochdale Fixed Income Opportunities Fund, and City National Rochdale Short Term Emerging Markets Debt Fund (collectively, the “Bond Funds”) may expose an investor to the following risks, which are described in greater detail in the Bond Funds’ prospectus and summary prospectuses:

- Interest Rate – Rising interest rates can cause a decline in price in the value of held securities. In general, longer-dated securities are subject to greater price changes for a given change in interest rates. As the Federal Reserve “tapers” or reduces quantitative easing, and when the Federal Reserve raises the federal funds rate, interest rates across the U.S. financial system may rise. These policy changes may expose long dated and related markets to heightened volatility and may reduce liquidity for certain fixed income investments, which could cause the value of a client’s fixed income investments to decline.

- Government-Sponsored Entities – Such investments may not be guaranteed or insured by the U.S. Government and may only be supported by the credit of the issuing agency.

- State and Municipal Investment Risks—Events affecting states and municipalities may adversely affect the strategy’s investments and its performance. These events may include severe financial difficulties and continued budget deficits, economic or political policy changes, tax base erosion, state constitutional limits on tax increases, and changes in the credit ratings assigned to state and municipal issuers of debt instruments. The yields and market values of municipal securities may be more affected by changes in tax rates and policies than similar income-bearing taxable securities. Certain investors’ incomes may be subject to the Federal Alternative Minimum Tax and taxable gains are also possible.

- Issuers – The Funds may be adversely affected if the issuers of the securities that the Fund holds do not make their principal or interest payments on time.

- Prepayments on Pass-Through Securities – Generally, prepayments of the principal of the loans underlying pass-through securities increase during a period of falling interest rates and decrease during a period of rising interest rates. In periods of declining interest rates, as a result of prepayments the Fund may be required to reinvest its assets in securities with lower interest rates. In period of rising interest rates, slowing prepayments may lengthen the maturity of pass-through securities in the Fund and increase its price sensitivity.

- Rating Agencies – Debt securities also go up or down in value based on the perceived creditworthiness of issuers or other obligors rated by one or more nationally recognized statistical rating organizations. If a rating agency revises downward or withdraws its rating of a security in which the Fund invests, that security may become less liquid or may lose value. Rating agencies are subject to an inherent conflict of interest because they are often compensated by the issuers of the securities they rate.

- Foreign Securities – Foreign investments tend to be more volatile than domestic securities, and are subject to risks that are not typically associated with domestic securities.

- High Yield (“Junk” Bonds) – High yield bonds involve greater risks of default, downgrade, or price declines and are more volatile than investment grade securities. Investments in below-investment-grade debt securities which are usually called “high-yield” or “junk bonds,” are typically in weaker financial health and such securities can be harder to value and sell and their prices can be more volatile than more highly rated securities. While these securities generally have higher rates of interest, they also involve greater risk of default than do securities of a higher-quality rating.

- Emerging Markets Risk - The risk of foreign investments often increases in countries with emerging markets. For example, these countries may have more unstable governments than developed countries, and their economies may be based on only a few industries. Because their securities markets may be very small and less liquid than developed countries, share prices may be volatile and difficult to determine. Emerging markets can have greater custodial and operational risks, and less developed legal and accounting systems than developed markets.

- Frontier Market Risk - Frontier market countries are a subset of emerging market countries the capital markets of which are less developed, generally less liquid and have lower market capitalization than those of the more developed, “traditional” emerging markets but which still demonstrate a relative market openness to and accessibility for foreign investors. Frontier market countries generally have smaller economies and even less developed capital markets with relatively newer and less tested regulatory and legal systems than traditional emerging markets, and, as a result, the risks discussed above with respect to emerging markets are magnified in frontier market countries. Securities issued by borrowers in frontier market countries are often subject to extreme risk volatility and illiquidity and effects stemming from government ownership or control of parts of private sector and of certain companies; trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which frontier market countries trade; and relatively new and unsettled securities laws.

- Bank Loans – The Adviser may invest in U.S. and non-U.S. bank loans. Bank loans are not traded on an exchange and purchasers and sellers of bank loans generally rely on market makers, typically the administrative agent under a bank loan, to effect private sales transactions. As a result bank loans may have relatively less liquidity than other types of fixed income assets, and the Fund may be more likely to incur losses on the sale of bank loans than on other, more liquid, investments.

- Financial Services Firms – The Adviser may invest in obligations of financial services firms, including those of banks. Changes in economic conditions and government regulations can significantly affect these issuers.

- Life Insurance Policies - The Adviser may invest in beneficial interests in individual life insurance policies (“Policies”). The Policy owner transfers his or her Policy at a discount to its face value (the amount that is payable upon the death of the insured) in return for an immediate cash
settlement. The ultimate purchaser of the Policy (in this case, the City National Rochdale Fixed Income Opportunities Fund) is responsible for premiums payable on the Policy and is entitled to receive the full face value from the insurance company upon the death of the insured. If the Fund is unable to make premium payments on a Policy, the Policy will lapse and the Fund will lose its ownership interest in the Policy. There is currently no established secondary market for Policies, and the Policies are not considered liquid investments. If the Fund must sell Policies to meet redemption requests or other cash needs, the Fund may be forced to sell at a loss. The longer the insured lives, the lower the Fund’s rate of return on the related Policy will be. The underwriter’s estimate of the insured’s life expectancy may be incorrect. An insurance company may be unable or refuse to pay benefits on a Policy. In addition, the heirs of an insured may challenge the life insurance settlement. Although the Fund intends to only purchase Policies for which the applicable contestability period has expired, it is possible that a Policy may be subject to contest by the insurance company. A Policy is a liability of the issuing life insurance company, and if the life insurance company goes out of business, sufficient funds may not be available to pay that liability.

The City National Rochdale Income Fund and City National Rochdale U.S. Core Equity Fund (collectively, the “Equity Funds”) seek to provide capital appreciation with current income as a secondary consideration in a manner consistent with the quality standards described in the prospectus. The Equity Funds provide investment options ranging from equity securities of large U.S. corporations, U.S. dollar denominated American Depositary Receipts of large foreign corporations, and emerging markets equity.

Investments in the City National Rochdale Equity Funds may expose an investor to the following risks, which are described in greater detail in the Equity Funds’ prospectus and summary prospectuses:

1. **Foreign Investments (American Depositary Receipts)** – Foreign investments tend to be more volatile than domestic securities, and are subject to risks that are not typically associated with their domestic counterparts. Certain Funds invest in U.S. dollar denominated American Depositary Receipts of foreign companies (“ADRs”) which are sponsored by the foreign issuers. ADRs are subject to the risks of changes in currency or exchange rates (which affect the value of the issuer even though ADRs are denominated in U.S. dollars) and the risks of investing in foreign securities.

2. **Medium Capitalization (Mid-Cap) Companies** – Investments in mid-cap companies may involve greater risks than investments in larger, more established companies, such as limited product lines, markets and financial or managerial resources. In addition, the securities of mid-cap companies may have greater price volatility and less liquidity than the securities of larger capitalized companies.

3. **Large Capitalization (Large-Cap) Companies** – Investments in large-cap companies may grow more slowly than the overall market. Large-cap stocks tend to go through cycles of doing better—or worse—than other segments of the stock market or the stock market in general.

4. **Small Capitalization (Small-Cap) Companies** – Investments in small-cap companies may involve greater risks than investments in larger, more established companies, such as limited product lines, markets and financial or managerial resources. The securities of smaller capitalized companies may have greater price volatility and less liquidity than the securities of larger capitalized companies. The Funds may hold a significant percentage of a company’s outstanding shares and may have to sell them at a discount from quoted prices.

5. **Focus** – Consistent with its diversification requirements, a Fund may hold a relatively small number of securities. Losses incurred in such securities could have a material adverse effect on the Fund’s overall financial condition and cause it to underperform its relevant benchmarks.

6. **Emerging Markets Risk** - The risk of foreign investments often increases in countries with emerging markets. For example, these countries may have more unstable governments than developed countries, and their economies may be based on only a few industries. Because their securities markets may be very small and less liquid than developed countries, share prices may be volatile and difficult to determine. In addition, foreign investors are subject to special restrictions in many such countries. Emerging markets can have greater custodial and operational risks, and less developed legal and accounting systems than developed markets.

**Other Material Risks**

**Issuer-Specific Changes.** Changes in the financial condition of an issuer or counterparty, changes in specific economic or political conditions that affect a particular type of security or issuer, and changes in general economic or political conditions can increase the risk of default by an issuer or counterparty, which can affect a security’s or instrument’s value. The value of securities of smaller, less well-known issuers can be more volatile than that of larger issuers. Smaller issuers can have more limited product lines, markets, or financial resources.

**Relative Value Risk.** In the event that the perceived mis-pricings underlying the Adviser’s relative value trading positions were to fail to converge toward, or were to diverge further from, relationships expected by the Adviser, client accounts may incur a loss.

**Liquidity.** City National Rochdale may invest client portfolios in securities that have limited liquidity features, may not trade in the secondary markets, or be restricted from sale. Such investments may be difficult to sell should a client have immediate liquidity needs. There can be no assurances that City National Rochdale would be able to sell (or redeem) illiquid assets held in a client’s portfolio to realize full value in the event clients have a liquidity need. Certain illiquid investments may be impaired and result in losses in client portfolios.

**Risks Associated with Types of Securities that are Primarily Recommended**

**Equity Securities.** The value of equity securities fluctuates in response to issuer, political, market, and economic developments. Fluctuations can be dramatic over the short as well as long term, and different parts of the market and different types of equity Securities can react differently to these developments. For example, large cap stocks can react differently from small cap stocks, and growth stocks can react differently from value stocks. Issuer, political, or economic developments can affect a single issuer, issuers within an industry or economic sector or geographic region, or the market as a whole. Changes in the financial condition of a single issuer can impact the market as a whole. Terrorism and related geopolitical risks have led, and may in the future lead, to increased short-term market volatility and may have adverse long-term effects on world economies and markets generally.

**Emerging Markets.** Many of the risks with respect to foreign investments are more pronounced for investments in developing or emerging market countries, such as many of the countries of Asia, Latin America, Eastern Europe, Africa, and the Middle East. Emerging markets can have greater custodial and
operational risks; less developed legal, regulatory, and accounting systems; and greater political, social, and economic instability than developed markets.

**Municipal Bonds.** Municipal bonds rely on revenues including taxes and revenues from public and private projects to pay interest and principal on municipal debt. The payment of principal and interest on these obligations may be adversely affected by a variety of factors at the state or local level, including poor statewide or local economic results, changing political sentiments, legislation, policy changes or voter-based initiatives, erosion of the tax base or revenues of the state or one or more local governments, natural disasters, or other economic or credit problems. High yield bonds involve greater risks of default, downgrade, or price declines and are more volatile than investment grade securities.

**Fixed-Income and Debt Securities.** Investment in fixed-income and debt securities such as bonds, notes and asset-backed securities subject a client’s portfolios to the risk that the value of these securities overall will decline because of rising interest rates. Similarly, portfolios that hold such securities are subject to the risk that the portfolio’s income will decline because of falling interest rates. Investments in these types of securities will also be subject to the credit risk created when a debt issuer fails to pay interest and principal in a timely manner, or that negative perceptions of the issuer’s ability to make such payments will cause the price of that debt to decline. Lastly, investments in lower-rated debt securities will subject the investments to the risk that the securities may fluctuate more in price and be less liquid than higher rated securities because issuers of such lower-rated debt securities are not as strong financially, are more likely to encounter financial difficulties and be more vulnerable to adverse changes in the economy.

**Life Insurance Policies.** An individual owning an individual life insurance policy (“Policy”) may transfer his or her Policy at a discount to its face value (the amount that is payable upon the death of the insured) in return for an immediate cash settlement. The ultimate purchaser of the Policy (in this case, the City National Rochdale Fixed Income Opportunities Fund) is responsible for premiums payable on the Policy and is entitled to receive the full face value from the insurance company upon the death of the insured. If the Fund is unable to make premium payments on a Policy, the Policy will lapse and the Fund will lose its ownership interest in the Policy. There is currently no established secondary market for Policies, and the Policies are not considered liquid investments. If the Fund must sell Policies to meet redemption requests or other cash needs, the Fund may be forced to sell at a loss. The longer the insured lives, the lower the Fund’s rate of return on the related Policy will be. The underwriter’s estimate of the insured’s life expectancy may be incorrect. An insurance company may be unable or refuse to pay benefits on a Policy. In addition, the heirs of an insured may challenge the life insurance settlement. Although the Fund intends to only purchase Policies for which the applicable contestability period has expired, it is possible that a Policy may be subject to contest by the insurance company. A Policy is a liability of the issuing life insurance company, and if the life insurance company goes out of business, sufficient funds may not be available to pay that liability.

**Exchange Trade Funds ("ETF").** An ETF is a registered investment company that seeks to track the performance of a particular market index. Investing in an ETF generally offers instant exposure to an index or a broad range of markets, sectors, geographic regions or industries. When investing in ETFs, shareholders bear their proportionate share of the ETF’s expenses. An investment in an ETF exposes a client to the risks of the underlying securities in which the ETF invests. Also, although ETFs seek to provide investment results that correspond generally to the price and yield performance of a particular market index, the price movement of an ETF may not track the underlying index.

**Market and Management Risk.** Markets may experience volatility and go down in value, possibly sharply and unpredictably. All decisions by CNS require judgment and are based on imperfect information. Additionally, the investment techniques, risk analysis and investment strategies used by CNS in making investment decisions may not produce the desired results.

**Principal Investment Strategy of the Asset Allocation Services**

The investment strategy for the asset allocation client is determined based on the needs of the client. City National Rochdale in conjunction with the City National Securities Advisor will determine an appropriate risk-return model based on the current assets, cash flow needs, time horizon and other variables. This model is then presented to the client for approval or modification.

**Principal Risks**

The client’s performance depends on the portfolio managers’ skill in determining appropriate investments. As a result, the client may underperform the equity or fixed income markets, benchmark indices or similar funds.

**Sub-Adviser Allocation**

The client’s performance is affected by City National Rochdale’s recommendations concerning how much of the portfolio to allocate to each asset category and/or fund.

**Cybersecurity Risk**

In addition to the risks described above that primarily relate to the value of investments, there are various operational, systems, information security and related risks involved in investing, including but not limited to “cybersecurity” risk. Cybersecurity attacks include electronic and non-electronic attacks that include but are not limited to gaining unauthorized access to digital systems to obtain client and financial information, compromising the integrity of systems and client data (e.g., misappropriation of assets or sensitive information), or causing operational disruption through taking systems off-line (e.g., denial of service attacks). As the use of technology has become more prevalent, City National Rochdale and the client accounts City National Rochdale manages have become potentially more susceptible to operational risks through cybersecurity attacks. These attacks in turn could cause City National Rochdale and its client accounts (including the Funds) City National Rochdale to incur regulatory penalties, reputational damage, additional compliance costs associated with corrective measures, and/or financial loss. Similar adverse consequences could result from cybersecurity incidents affecting issuers of securities in which we invest, counterparties with which we engage in transactions, third-party service providers (e.g., a client account’s custodian), governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers and other financial institutions and other parties. While cybersecurity risk management systems and business continuity plans have been developed and are designed to reduce the risks associated with these attacks, there are inherent limitations in any cybersecurity risk management system or business continuity plan, including the possibility that certain risks have not been identified. Accordingly, there is no guarantee that such efforts will succeed, especially since City National Rochdale does not directly control...
the cybersecurity systems of issuers or third-party service providers.

DISCIPLINARY INFORMATION

In 2009, CNS consented to Financial Industry Regulatory Authority ("FINRA") AWC that it violated NASD Rules 2110, 2210, 2211, 3010 and MSRB Rules G-17, G-21 and Gg-27 in that CNS' communications with the public, including customers and prospective customers, in its marketing and sale of auction rate securities (ARS) was not fair and balanced, did not provide a sound basis for evaluating the facts in regards to the purchase of ARS and did not disclose the potential for illiquidity with an ARS in the event of an unsuccessful auction. Also, FINRA found that CNS failed to provide adequate training to its registered representatives regarding the features and characteristics of ARS and the differences between ARS and other investments.

FINRA investigated a former employee of an affiliated registered investment advisor, Convergent Wealth Advisors ("CWA"), which is located in Potomac, MD. The investigation concerned an allegation that there was a failure to supervise the outside business activity of the CEO.

CNS was not aware of the activities in question, but did consent to an AWC, without admitting or denying the findings, with the imposition of a censure and a $250,000 fine. As of January 1, 2016, due to changes in the business model for CWA, they no longer have any employees registered with CNS and as of September 2016, CNS is no longer affiliated with CWA.

OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

CNS is an investment advisor and broker-dealer registered with the Securities & Exchange Commission and a member of FINRA.

The primary business of CNS is providing brokerage services to its clients. As a broker-dealer and member of FINRA, CNS is a member of the State of California’s Underwriters Pool and, in that capacity, offers new issue municipal securities to its clients; in addition CNS provides advice on a variety of fixed income securities, approved mutual funds, affiliated private funds, preferred stocks, brokered CDs and 529 plans. CNS also provides equity execution services. CNS currently has more than 160 registered representatives providing brokerage services to individuals, investment companies, pension and profit sharing plans, trusts, estates and charitable organizations, and businesses. CNS and its principal executive officers spend approximately 70% of their time on broker-dealer matters.

CNS is a wholly owned subsidiary of CNB. CNS has retained the Sub-Advisor to provide advisory services to program clients. NFS will provide the custody, clearance, and settlement services provided under the Program. All securities will be held for the Accounts in the name of NFS or its nominees for the benefit of the clients. NFS will maintain records, on a client-by-client basis, reflecting securities beneficially owned by Program clients. NFS receives fees for such services. Among the assets in which the Sub-Advisor may invest the accounts in are the Affiliated Mutual Funds. The Sub-Advisor is a wholly owned subsidiary of CNB, and is the advisor to certain portfolios of the Affiliated Mutual Funds. The Sub-Advisor may pay CNS compensation relating to the accounts' investments in the Affiliated Mutual Funds, including the shareholder servicing fee. Investing in the Funds will not result in a duplication of fees. Investment Management fees may be wholly or partially rebated to the account on a quarterly basis in accordance with the Account’s fee schedule. Additionally, 12b-1 fees (if applicable) will be rebated to the Account on a quarterly basis. CNS will provide advance notification of any changes to the Affiliated Mutual Funds management fee rebate schedule.

Use of the Affiliated Mutual Funds may result in higher or lower fees than would be paid if the Accounts were invested in other vehicles. Additionally, a restriction can be imposed on the investment of the Account in the Affiliated Mutual Funds subject to the investment strategy provisions in the investment advisory program Terms and Conditions.

CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS

Code of Ethics

CNS has adopted a written Code of Ethics (the “Code”) that establishes various procedures with respect to investment transactions in which CNS’ related persons have a beneficial interest that are designed to reduce the potential for conflicts of interest. CNS’ employees, officers, and directors are dual employees of the Bank, and are also subject to CNB’s Code of Ethics. In order to monitor compliance with its personal trading policy, CNS has adopted a quarterly securities transaction policy for all of its Access Persons. For purposes of the policy, an Access Person’s “personal account” generally includes any account (a) in the name of the Access Person, his/her spouse, his/her minor children or other dependents residing in the same household, b) for which the Access Person is a trustee or executor, or c) which the Access Person controls and in which the Access Person or a member of his/her household has a direct or indirect beneficial interest.

The CNS Code generally sets the standards of business that CNS requires of all colleagues associated with the Program, requires these colleagues to comply with applicable federal securities laws, and sets forth provisions regarding personal securities transactions by Access Persons. Additionally, the Code sets forth CNS policies and procedures with respect to material, non-public information and other confidential information, and the fiduciary duties that CNS and each of its colleagues whose responsibilities include the Program has to its clients. The Code is circulated least annually to all colleagues whose responsibilities include the Program, and each of these colleagues at least annually must certify in writing that he or she has received and followed the Code and any amendments thereto. CNS shall provide a copy of its Code to any client or potential client upon request.

Participation or Interest in Client Transactions

CNS is a registered broker dealer and its principal business is acting as an introducing broker for its clients. CNS has established policies and procedures for CNS employees and related persons in order to ensure that it meets its fiduciary responsibilities and to prevent improper conduct wherever potential conflicts of interest may exist with respect to a client.

CNS offers the Affiliated Mutual Funds to its brokerage clients and may use the Affiliated Mutual Funds for its advisory clients. City National Rochdale, a wholly owned subsidiary of CNB and registered investment advisor acts as the investment advisor to the City National Rochdale Mutual Funds and RBC Global Asset Management (US) a wholly owned subsidiary of CNB’s parent company is the investment advisor to the RBC Funds. The Affiliated Mutual Funds also pay shareholder servicing fees to the CNS to compensate for services including legal, marketing and accounting support. City National Rochdale may allocate a portion of these fees (based on asset balances in both advisory and brokerage accounts) to CNS. Any 12b-1 fees received from the Affiliated Mutual Funds are rebated to the account quarterly.

The Sub-Advisor may invest its other client accounts in portfolios that are similar to the Program strategies and that invest in the
same securities in which Accounts are invested under the Program. As a result, the Sub-Advisor may place trades for its other client accounts before Program client accounts. In this circumstance, the prior trading of the Sub-Advisor may cause trades ultimately placed by the Sub-Advisor for the Program clients to be subject to price movements, particularly with large orders or where securities are thinly traded, that may result in the Program clients receiving prices that are less favorable than the prices obtained by the Sub-Advisor for its other client accounts. Because CNS does not control the Sub-Advisor’s execution of transactions for its other client accounts, CNS cannot control the market impact of such transactions.

Brokerage Practices
The Sub-Advisor has arrangements with certain brokers through which Program trades may be executed, under which a portion of the amount of commissions paid is used to purchase research or brokerage services. The research received includes advice regarding the value or advisability of investing in or selling securities, providing analyses or reports concerning issuers, industries, securities, economic trends, and portfolio strategy. The brokerage services include effecting securities transactions and performing incidental functions such as clearance, settlement, and custody.

REVIEW OF ACCOUNTS
The Sub-Advisor conducts an initial and annual investment review of all Program accounts. These reviews are written, however, they are not provided to customers.

CLIENT REFERRALS AND OTHER COMPENSATION
CNS does not compensate for referrals.

FINANCIAL INFORMATION
Registered investment advisors are required to provide you with certain financial information or disclosures about CNS financial condition. CNS has no financial commitment that impairs its ability to meet contractual commitments to clients.

FEE SCHEDULES
Following are the standard fees for the Program:

INVESTMENT MANAGEMENT
Annual Fees on Market Value:
Assets Under Management:
1.25% on the first: ...........................................$1,000,000
1.00% on assets over: .................................$1,000,000

Account Minimums:
Minimum Annual Fee ..............................$500

Diversified Fixed & Conservative Growth & Income
Annual Fees on Market Value:
Assets Under Management:
0.80% on the first: ...........................................$1,000,000
0.65% on assets over: .................................$1,000,000

Transaction Fees:
Equities and Exchange Traded Funds: .................$3.50

Disbursements:
Check: ..............................................................$5.00
Wire: ...............................................................$15.00

IRAs:
Additional Fees:
Annual Maintenance: ......................................$35.00
Termination Fee: .............................................$125.00

Mutual Fund Expenses:
Clients invested in mutual funds through this Program will bear a proportionate share of the fees and expenses of any mutual fund in which their assets are invested. The mutual fund fees and expenses are in addition to the Program fees. These fees and expenses may include investment advisory, administrative, distribution, transfer agent, custodial, legal, audit, and other customary fees and expenses charged by mutual funds. The client is encouraged to read the prospectuses of the mutual funds in which the Account assets are invested for an explanation of these fees and expenses.

CNS and its affiliates may have a variety of banking, financial, or service relationships with mutual funds in which Accounts are invested. These relationships include acting as investment advisor or shareholder servicing agent. CNS may receive compensation from such funds in addition to the Program fee. Program Accounts will not be invested in mutual funds which pay CNS, the Sub-Advisor, or their affiliates a front end, back end, or contingent sales charge. Account level investment management fees received by City National Securities may be charged at a lower rate or the fund level advisory fees received by City National Rochdale may be partially or wholly rebated to the account on a quarterly basis in accordance with the Account’s fee schedule. Additionally, 12b-1 fees (if applicable) will be rebated to the Account on a quarterly basis.
WHAT DOES CITY NATIONAL SECURITIES, INC. DO WITH YOUR PERSONAL INFORMATION?

**Why?**
Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**
The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and credit history
- Assets and account transactions

**How?**
All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons City National chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does City National share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong> - such as to process your transactions, maintain your account(s) and enable account features, respond to court orders and legal investigations, or report to credit bureaus.</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong> - to offer our products and services to you.</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies.</strong></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> - information about your transactions and experiences.</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> - information about your creditworthiness.</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you.</strong></td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you.</strong></td>
<td>NO</td>
<td>WE DON’T SHARE</td>
</tr>
</tbody>
</table>

To limit our sharing

- Call (800) 480-5443 - our menu will prompt you through your choice(s) or
- Visit us online: cnb.com/optout.

Please note:
If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.
However, you can contact us at anytime to limit our sharing.

Questions?
Call (800) 480-5443 or go to cnb.com/privacy.
### Who we are

**Who is providing this notice?** | City National Securities, Inc.
---|---

### What we do

<table>
<thead>
<tr>
<th>How does City National protect my personal information?</th>
<th>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and secured buildings.</th>
</tr>
</thead>
</table>
| How does City National collect my personal information? | We collect your personal information, for example, when you:
- Open an account or seek financial advice.
- Enter into an investment advisory contract.
- Seek advice about your investments or direct us to buy securities.
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. We only collect the information necessary to provide you with the services you've requested. |
| Why can’t I limit all sharing? | Federal law gives you the right to limit only:
- Sharing for affiliates’ everyday business purposes - information about your creditworthiness.
- Affiliates from using your information to market to you.
- Sharing for nonaffiliates to market to you.
State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account - unless you tell us otherwise. |

### Definitions

**Affiliates**
Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include:
- Wealth Management Affiliates: City National Bank; City National Rochdale, LLC; Convergent Wealth Advisors, LLC; LMCG Investments, LLC; Mid-Continent Capital, LLC; CNR Securities, LLC; RBC Trust Company, Ltd., Symphonic Securities, LLC; Symphonic Financial Advisors, LLC; and Symphonic Insurance, LLC.
- AgiLink by Datafaction, Inc., Exactuals, LLC, and FilmTrack, Inc.
- First American Equipment Financing
- Companies with the Royal Bank of Canada (RBC) or RBC name such as Royal Bank of Canada, RBC Wealth Management, RBC Capital Markets, LLC and RBC Bank (Georgia), N.A.

**Nonaffiliates**
Companies not related by common ownership or control. They can be financial and nonfinancial companies.
- City National does not share with nonaffiliates so they can market to you.

**Joint marketing**
A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
- Our joint marketing may include financial service companies.

### Other important information

**Nevada residents:** If you are a Nevada resident, Nevada law allows us to place calls for marketing purposes to our existing clients. If you do not want to receive marketing calls from City National, you may be placed on our "Do Not Call" list by writing to City National Bank, Central Operations-Administration 9th Floor, 350 S. Grand Avenue, Los Angeles, CA 90071 or calling (800) 998-0841. Nevada residents may obtain more information by writing to the Bureau of Consumer Protection; Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101, calling (702) 486-3132, or emailing AgInfo@ag.nv.gov.

**Vermont:** We automatically treat customers with a Vermont mailing address as having limited sharing with our affiliates as provided on page one.

**California:** Under California law, we will not share information we collect about you with companies outside of City National Bank, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law. For more information, please review our California Consumer Privacy Act Notice at cnb.com/CCPA.

**Financial Industry Regulatory Authority (FINRA):** FINRA requires that we notify you in writing of the availability of an investor brochure that includes information describing FINRA Regulation's BrokerCheck Program ("Program"). To obtain a brochure or more information about the Program or FINRA Regulation, contact the FINRA Regulation BrokerCheck Program Hotline at (800) 289-9999 or access the FINRA's web site at www.finra.org.