



# **MADISON AVENUE** SECURITIES

This Wrap Fee Program Brochure provides information about the qualifications and business practices of Madison Avenue Securities, LLC. If you have any questions about the contents of this Brochure, please contact us at 888-627-7323 or by e-mail at [info@mas-bd.com](mailto:info@mas-bd.com). 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 Madison Avenue Securities, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Madison Avenue Securities, LLC is a registered investment adviser. Registration as an Investment Adviser does not imply any specific level of skill or training.

Madison Avenue Securities, LLC  
Registered Investment Adviser  
Member FINRA, SIPC

13500 Evening Creek Dr. N  
Suite 555  
San Diego, CA 92128

T: (888) 627-7323  
F: (858) 207-1789  
[www.MAS-BD.com](http://www.MAS-BD.com)

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## Item 4 – Services, Fees and Compensation

Madison Avenue Securities, LLC (“MAS”) is a SEC-registered investment adviser (“Adviser”) with our principal place of business located in California. MAS began conducting business in 2006.

We sponsor three Firm Managed Wrap Programs (the “Programs”). A wrap fee program is an advisory program under which a specified fee or fees not based directly on transactions in the client's account is charged for advisory services, which may include portfolio management or advice concerning the selection of other investment advisers, and the execution of client transactions.

In addition to the fees collected in association with your advisory business, MAS and its IARs also earn commissions on the sales of securities products in their capacity as a registered broker-dealer and registered representative. These commissions represent a substantial portion of our compensation and are separate from any fees you may pay as a result of your advisory business with the firm.

You will not necessarily be subject to all fees outlined in this section. You are responsible only for any fees associated with the specific program(s) in which you invest. We encourage you to review the MAS fee schedule for a listing of fees that may be applicable to brokerage accounts at <http://www.mas-bd.com/investor-fee-schedule>

This Wrap Fee Program Brochure is limited to describing the services, fees, and other necessary information clients should consider prior to becoming a client within one of the Programs. For a complete description of the other services and fees offered by our firm, clients should refer to our Form ADV Part 2: Firm Brochure.

You may obtain a copy of our Firm Brochure by contacting us at 888-627-7323 or by e-mail at [info@mas-bd.com](mailto:info@mas-bd.com).

Madison retains a clearing and custodial partner on behalf of our clients. For this purpose, we utilize the services provided by Pershing, LLC (“Pershing”, or “clearing firm”) for the custody of certain wrap program accounts. The advisory accounts opened under the Standard Wrap Program, and the Low-Minimum Wrap Program are custodied by Pershing. Madison and Pershing are unaffiliated entities. Reference to Pershing within this document is only applicable to the extent that clients open and maintain an applicable program account, as contained in this document.

Our wrap programs are outlined below:

### Standard Wrap Program

The advisory fee will be payable quarterly in advance upon deposit of funds or securities in the Account. The initial advisory fee is due upon execution of the Client Services Agreement and funding of the account. The inception fee will be deducted automatically from your account. Subsequent advisory fee payments are due and will be assessed at the beginning of each quarter based on the value of the account assets (securities, cash and cash equivalents) under management as of the close of business on

the last business day of the preceding quarter as valued by an independent pricing service, where available, or otherwise in good faith. These quarterly fees will be deducted directly from your account by the custodian. Additional deposits of funds and/or securities will be subject to the same quarterly billing procedures. This includes deposits of stocks, bonds, mutual funds and any other securities approved by Adviser for investment in this type of account.

All assets deposited after the inception of a quarter, will be billed at the end of the calendar quarter. The fee for these deposits will be prorated based on the number of days invested in the quarter. All mid-quarter withdrawals will be subject to a prorated refund, calculated at the end of the calendar quarter.

Some assets in an account may be excluded from fee billing upon request, and subject to approval by MAS and the IAR. (For example, if you hold certain securities that you intend to hold permanently)

No advisory fees will be charged on any mutual funds, unit investment trusts, annuities, or other securities transferred to the Account which were purchased within the past two years (or one year in the case of mutual fund Class C shares) if a commission was also paid to client's IAR in his or her capacity as a Registered Representative of MAS' broker-dealer. If purchased under these conditions, Client must provide MAS this information on the Investment Advisory Client Services Agreement upon account opening or provide an Addendum to the Fee Agreement upon the incoming transfer of assets. The advisory fees referenced herein include all fees and charges for the services of Adviser and IAR, including brokerage charges.

Client may have multiple accounts as part of this Program and may elect to have advisory fees debited from a previously selected Account. Any refund of fees will be credited only to the respective Account from which such fees were debited.

Madison's clearing firm will deduct all Advisory fees from client's Program Account as authorized by the client in the Client Services Agreement. All fees paid from the Account will be disclosed on client's account statements.

The Client may be able to purchase shares of mutual funds offered through the Program outside of the Program directly from the mutual fund issuing them, its principal underwriter or distributor without paying the Account Fees on such shares (subject to any applicable sales charges). Certain of the mutual funds offered through the Program may be offered generally to the public without a sales charge. Client may also incur certain charges imposed by third parties other than Adviser and IAR in connection with investments made through the Account, including but not limited to no-load mutual fund 12b-1 distribution fees (trail commissions), certain deferred sales charges on previously purchased mutual funds, IRA and Qualified Retirement Plan fees, and redemption fees for holding a position too short a length of time. For its administrative services performed on behalf of such third parties with respect to the provision of these services, MAS will retain a portion of certain of the fees and charges imposed by third parties, including Qualified Retirement Plan fees, which will be in addition to and separate from MAS's investment advisory fees charged by MAS to client accounts. While it is possible for Class B and C share mutual funds to transfer into the Account, no new purchases of Class B or C share mutual funds

are permitted in the Account. Mutual funds and UIT investments subject to 12b-1 distribution fees will have those fees credited back to Client's account as they are distributed.

The IAR, in connection with IAR's performance of services, shall be entitled to and may share in the advisory fees payable hereunder. The fee schedule set forth herein are in effect for client's Account and shall continue until thirty (30) days after Adviser has notified the client in writing of any change in the amount of the fees or charges applicable to the client's Account, at which time the new fees or charges will become effective unless the client notifies Adviser in writing that the Account is to be closed.

#### **Fee Schedule**

Account Size (Portfolio Value)	Maximum Client Fee	Minimum Client Fee
First \$250,000	2.25%	0.75%
Next \$250,000	1.75%	0.75%
Next \$500,000	1.50%	0.50%
Over \$1 MM	1.00%	0.50%

#### **Platform Fee**

IARs that place client accounts in this program are subject to a "platform fee." The platform fee reduces the amount of the total "Client Fee" that will be allocated to the IAR. IARs have a conflict of interest to encourage larger account sizes because the platform fee is reduced as account sizes become larger, increasing the IARs allocation of the total Client Fee. The platform fee is allocated between the Custodian and MAS. The platform fee does not have an impact on the total fee you will pay. It is included within the overall quarterly fee.

#### **Low Balance Fee**

Accounts in the MAS Standard Wrap Program that do not have a minimum balance of at least \$25,000 on the last business day of a calendar quarter will be subject to a \$25 "low balance fee." This low balance fee is non-refundable and not prorated. MAS will retain all or a portion of all low balance fees collected.

#### **Other Fees**

In MAS' Standard Wrap Program, transactions are executed through MAS. MAS may receive a portion of the fees paid by client in connection with such transactions. MAS may act as broker-dealer in connection with third party programs and receive compensation in connection with such services as set forth in the account opening documentation.

Through this program, MAS and its IARs may recommend to clients the purchase or sale of investment company products from which it may receive compensation. It may also be recommended that you hold

cash in your program account. When you hold cash in your account, the cash is subject to the same fee billing methodology as described above. Also, when you hold cash in your account (in the form of a “money market” account), MAS may receive payments from the custodian in the form of revenue sharing on certain money market account balances. This additional revenue sharing may result in a decrease on the interest rate you would otherwise receive from your money market account and creates a conflict of interest for MAS. IARs do not participate in any money market account revenue sharing. Certain mutual funds (and/or their related persons) and certain unit investment trusts in which a client may invest make payments to broker-dealers. Such payments may be distributed pursuant to a 12b-1 distribution plan or pursuant to another arrangement as compensation for distribution or administrative services and may be paid out of the fund's or the trust's assets. MAS and/or the IARs may receive such fees or other compensation to the extent permitted by law. A fund that imposes a front-end sales load(charge) but which waives that front-end sales load (a front-end load at net asset value) for purchases made on behalf of the account may bear 12b-1 distribution or service fees in excess of .25% of the account's net assets invested in such funds (the maximum allowed for no-load funds). The 12b-1 fee and other fee arrangements will be disclosed upon request and are described in the applicable fund's or trust's prospectus. Since MAS credits the 12b-1 fees that it collects back to Client's account, conflicts of interest have been eliminated in connection with the recommendation of any particular mutual fund in the Account.

Purchasers of mutual funds that are designated as No Transaction Fee (“NTF”) funds are not assessed any transaction fees by MAS or its IARs. However, these NTF funds typically contain mutual funds that pay a 12b-1 fee to MAS's clearing firm. Neither MAS nor its IARs are recipients of these 12b-1 fees. Accordingly, MAS does not rebate these 12b-1 fees back to the Clients. MAS' clearing firm may share “shareholder service fees” with MAS related to NTF funds. In the event that MAS receives any shareholder service fees, the fees will be credited back to client accounts, similar to 12b-1 fees. In the case of these NTF funds, Clients should discuss with their IARs whether the purchase of the NTF funds is appropriate within their program account. Transaction fees are not assessed in our Standard Wrap Program, therefore the elimination of the transaction fee but the addition of a 12b-1 fee provides no benefit. Clients should discuss with their IAR whether other classes of mutual fund shares would be more appropriate than purchasing a non-NTF fund that eliminates the 12b-1 fees.

### **Low-Minimum Wrap Program**

MAS has a legacy program, called the Low-Minimum Wrap Program. MAS is no longer accepting new accounts into this program, as of June 30, 2020. The advisory fee in this program will be payable quarterly in advance upon deposit of funds or securities in the Account. The initial advisory fee is due upon execution of the Client Services Agreement and funding of the account. The inception fee will be deducted automatically from your account. Subsequent advisory fee payments are due and will be assessed at the beginning of each quarter based on the value of the account assets (securities, cash and cash equivalents) under management as of the close of business on the last business day of the preceding quarter as valued by an independent pricing service, where available, or otherwise in good faith. These quarterly fees will be deducted directly from your account. Additional deposits of funds and/or securities will be subject to the same quarterly billing procedures. This includes deposits of stocks, bonds, mutual funds and any other securities approved by Adviser for investment in this type of account. The clearing firm will deduct all

Advisory fees from client's Program Account as authorized by the client in the Client Services Agreement. All fees paid from the Account will be disclosed on client's account statements. Client may have multiple accounts as part of this Program, and may elect to have advisory fees debited from one previously selected Account. Any refund of fees will be credited only to the respective Account from which such fees were debited.

All assets deposited after the inception of a quarter, will be billed at the end of the calendar quarter. The fee for these deposits will be prorated based on the number of days invested in the quarter. All mid-quarter withdrawals will be subject to a prorated refund, calculated at the end of the calendar quarter.

Some assets in an account may be excluded from fee billing upon request, and subject to approval by MAS and the IAR (For example, if you hold certain securities that you intend to hold permanently). No assets will be excluded until such requests have been presented to MAS and approved by MAS. Please note that assets may be excluded from fee calculations on either a permanent or temporary basis. Clients should discuss the terms and conditions governing assets requested for exclusion and the length of such exclusion when the request has been approved by MAS.

No advisory fees will be charged on any mutual funds, unit investment trusts, annuities, or other securities transferred to the Account which were purchased within the past two years (or one year in the case of mutual fund Class C shares) if a commission was also paid to client's IAR in his or her capacity as a Registered Representative of a broker-dealer. The advisory fees referenced herein include all fees and charges for the services of Adviser and IAR, including brokerage charges.

The Client may be able to purchase shares of mutual funds offered through the Program outside of the Program directly from the mutual fund issuing them, its principal underwriter or distributor without paying the Account Fees on such shares (subject to any applicable sales charges). Certain of the mutual funds offered through the Program may be offered generally to the public without a sales charge. Client may also incur certain charges imposed by third parties other than Adviser and IAR in connection with investments made through the Account, including but not limited to no-load mutual fund 12b-1 distribution fees (trail commissions), certain deferred sales charges on previously purchased mutual funds, IRA and Qualified Retirement Plan fees, and redemption fees for holding a position too short a length of time. For its administrative services performed on behalf of such third parties with respect to the provision of these services, MAS will retain a portion of certain of the fees and charges imposed by third parties, including Qualified Retirement Plan fees, which will be in addition to and separate from MAS's investment advisory fees charged by MAS to client accounts. While it is possible for Class B and C share mutual funds to transfer into the Account, no new purchases of Class B or C share mutual funds are permitted in the Account. Mutual funds and UIT investments subject to 12b-1 distribution fees that are paid to MAS will have those fees credited back to Client's account as they are distributed.

Purchasers of mutual funds that are designated as No Transaction Fee ("NTF") funds are not assessed any transaction fees by MAS or its IARs. However, these NTF funds typically contain mutual funds that pay a 12b-1 fee to MAS's clearing firm. Neither MAS nor its IARs are recipients of these 12b-1 fees. Accordingly, MAS does not rebate these 12b-1 fees back to the Clients. MAS' clearing firm may share

“shareholder service fees” with MAS related to NTF funds. In the event that MAS receives any shareholder service fees, the fees will be credited back to client accounts, similar to 12b-1 fees. In the case of NTF funds, IARs have a conflict of interest to recommend NTF funds because the IAR is responsible for the transaction fees associated with mutual fund purchases in this program. However, IARs are aware of their fiduciary obligation to put their client’s best interest ahead of their compensation. Clients should discuss with their IARs whether the purchase of the NTF funds, with the elimination of the transaction fee but the addition of a 12b-1 fee, is appropriate for them, relative to other comparable mutual funds with lower cost structures.

The IAR, in connection with IAR's performance of services, shall be entitled to and may share in the advisory fees payable hereunder. The fee schedule set forth herein are in effect for client's Account and shall continue until thirty (30) days after Adviser has notified the client in writing of any change in the amount of the fees or charges applicable to the client's Account, at which time the new fees or charges will become effective unless the client notifies Adviser in writing that the Account is to be closed.

In the legacy Low-Minimum Wrap Program, the advisory fee is a “wrap fee”, which “bundles” the fee for advisory services along with fees for transaction costs for the client. This means that the client will pay one fee for both services. The wrap fee is calculated as a percentage of the assets transferred in and held in the account in accordance with the following fee schedule:

#### **Fee Schedule**

Account Size (Portfolio Value)	Maximum Client Fee	Minimum Client Fee
First \$250,000	2.25%	1.00%
Next \$250,000	1.75%	0.75%
Next \$500,000	1.50%	0.50%
Over \$1,000,000	1.00%	0.50%

Please note that the fee schedule set forth above is in effect for client's Account and shall continue until thirty (30) days after Adviser has notified the client in writing of any change in the amount of the fees or charges applicable to the client's Account, at which time the new fees or charges will become effective unless the client notifies Adviser in writing that the Account is to be closed.

While the advisory fees referenced herein include all fees and charges for the services of Advisor and IAR, including brokerage charges, the “wrap fee” paid by the client is then allocated among MAS, MAS’s IARs and MAS’s clearing firm for execution and other services. While the allocation of the “wrap fee” does not generally affect the client (who is just paying the wrap fee), the allocation of the wrap fee’s certain transactional costs, like the platform fee, is lower in the Low-Minimum Wrap Fee Program than in other programs. This results in a higher overall allocation to the IARs. However, that higher allocation to the IAR is offset by certain transaction fees and surcharges associated with trading activity (transactions in the Low-Minimum Wrap Program are usually executed without sales commissions or markups, but there is still a cost associated with transactions, which would be used to offset the higher allocation to the IAR).



Since the higher allocation of the wrap fee to the IAR is offset by transaction fees and surcharges, the more transactions executed by the IAR means there are more offsets to the IAR's allocation, thereby reducing the allocation provided to the IAR (and, thus, a reduction in revenue for the IAR due to transaction costs). This may create an incentive for the IAR to place less trades in order to reduce the offset and capture more of the allocation. This incentive may create a conflict of interest for the IAR. However, IARs are aware of their fiduciary obligation to put their client's best interest ahead of their compensation. Moreover, MAS has internal controls in place, which monitors its IARs' executions that they perform on behalf of their clients and requires the IARs to provide justification in the event that there is a low level of trading activity for specific accounts. Finally, MAS and its IARs are required to provide on-going review of their clients' accounts and will, during their on-going review with the clients, explain whether the amount of trading conducted during the recent past is appropriate for the account based upon the client's investment objective and whether the account should stay in the Low-Minimum Wrap Program or move to another program, such as the Standard Wrap Program with its low balance fee.

### **Platform Fee**

IARs that place client accounts in this program are subject to a "platform fee." The platform fee reduces the amount of the total "Client Fee" that will be allocated to the IAR. IARs have a conflict of interest to encourage larger account sizes because the platform fee is reduced as account sizes become larger, increasing the IARs allocation of the total Client Fee. The platform fee is allocated between the Custodian and MAS. The platform fee does not have an impact on the total fee you will pay. It is included within the overall quarterly fee.

## **AE Wealth Management Program**

### **About the AE Wealth Management Program**

The primary difference between AE Wealth Management program and our other wrap programs is that the AE Wealth Management program also offers strategies managed by third party money managers ("sub-advisers"). In our Standard Wrap Program and Low Minimum Wrap Program, assets are managed directly by the IAR. In the AE Wealth Management Program accounts may be managed by our IARs or by third party money managers.

Investment management services are offered on a wrap fee basis. If you choose to receive services through this wrap fee program, we will compensate the custodian for its custodial services with a portion of the fee that we charge you.

In the AE Wealth Management Program, MAS has hired an affiliated third party, AE Wealth Management, LLC (or "AEWM"), to provide services to MAS in the capacity of a "Sub-Adviser."

### **Direct Asset Management Services**

Under our Direct Asset Management Services, you may choose to have your investment adviser representative directly manage your account(s) under our wrap fee program. Your investment adviser

representative will have the discretion to buy or sell securities on your behalf without your prior permission for each specific transaction. Nevertheless, you will have the ability to impose restrictions on the management of your account, including the ability to instruct us not to purchase certain securities.

Your account will be managed based on your financial situation, investment objectives, and risk tolerance. Accordingly, we will need to obtain certain information from you to determine your financial situation, investment objectives, and risk tolerance. As part of this process, your investment adviser representative will assist you in completing a detailed risk questionnaire or profile form and review the information you provide. You will be responsible for notifying us of any updates regarding your financial situation, investment objectives, or risk tolerance and whether you wish to impose or modify any existing investment restrictions.

The financial situation, investment objectives, and risk tolerance for each client of MAS is unique. As a result, we may give advice to another client or take actions for them or for our personal accounts that is different from the advice we provide to you or actions taken for you. We are not obligated to buy, sell or recommend to you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts.

Conflicts may arise in the allocation of investment opportunities among accounts that we manage. We strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by our firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we may not lawfully use or disclose, we have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

### **Model Portfolio Solutions**

The AE Wealth Management Program also makes available model portfolio selection services, which allows MAS and your investment adviser representative to exercise discretion to select model portfolios managed by the AE Wealth Management, LLC and/or third-party non-affiliated investment managers. An investment adviser representative will assist you in completing a client profile questionnaire and review the information you provide. We will then select the model portfolio(s) that aligns with your disclosed risk tolerance and investment objectives.

In this Program, MAS utilizes a third-party platform provider to effectuate model portfolios. The platform provider will be given discretionary authority to implement the selected model portfolio(s) and to trade your account based on information and/or signals provided by the manager(s) of the model portfolio(s). The platform provider will implement the model(s) for your account by acquiring the securities that are represented in the selected model portfolio(s). We will be available to answer questions that you may have regarding your account. We will have the ability to select the model portfolio(s) as well as the ability to reallocate funds from or to the model portfolio(s) and funds in other accounts over which you have granted us discretionary authority.

You should be aware that there may be other model portfolios not recommended by our firm, that are suitable for you and that may be less costly than arrangements recommended by our firm. No guarantees can be made that your financial goals or objectives will be achieved through the Model Portfolio Solutions program or by a recommended/selected model portfolio. Further, no guarantees of performance can ever be offered by our firm.

### **Fees and Compensation**

Fees for services provided through the AE Wealth Management Program are charged based on a percentage of assets under management, billed in arrears (at the end of the billing period) on a monthly calendar basis and calculated based on the average daily balance of the account for the current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. Under the average daily balance method, each day's balance for the month is summed then divided by the number of days in the month, to compute the average daily balance. The average daily balance is then multiplied by the monthly portion of the annual fee to determine the monthly fee due. The services under this program continue in effect until terminated by either party by providing written notice of termination to the other party. Any prepaid, unearned fees will be promptly refunded by AE Wealth Management to you. If services are terminated at any time other than the last business day of the month, fees for the final billing period will be determined on a pro rata basis using the number of days services are actually provided during the final period.

Fees for investment management services are negotiable by each of our investment adviser representatives based upon the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, the total amount of assets under management for the client, and the portfolio(s) chosen.

Based upon the above negotiability factors, each investment adviser representative is allowed to set the fee for investment advisory services up to a maximum amount of 2.5% annually. The fee charged to each client includes a portion attributable to MAS, a portion attributable to AEWM, a portion attributable to the manager of the selected model portfolio (if applicable), and a portion attributable to the platform provider. Typically, the model manager's fee will range from 0.00% to 0.75% annually. A typical distribution for an annual fee of 1.75% would include an allocation of 1.35% to AEWM, and allocations of .01% to .50% to the money managers, custodian, platform provider, etc. of the selected model portfolio. The preceding is for illustrative purposes only. The annual fee charged in this program will be specified in the Client Fee Disclosure. Additionally, the platform provider may impose a minimum platform fee of \$100.00 per account. If such a minimum platform fee is imposed on your account, we may pass the fee on to you.

Fees for investment management services will be deducted from your account by the qualified custodian(s). You must authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to AEWM. You should review your account statements received from

the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

In addition to the fees described above, you may incur certain charges imposed by third parties other than MAS or AEWM in connection with investments made through your account. These include, but are not limited to, ETF sales loads and management fees, sales charges and management fees for alternative investments, mutual fund sales loads, periodic mutual fund fees (e.g. 12b-1 fees) and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by MAS are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

The Client may be able to purchase shares of mutual funds offered through the Program outside of the Program directly from the mutual fund issuing them, its principal underwriter or distributor without paying the Account Fees on such shares (subject to any applicable sales charges). Certain of the mutual funds offered through the Program may be offered generally to the public without a sales charge.

MAS believes that its annual fee for this program is reasonable in relation to: (1) services provided, and (2) the fees charged by other investment advisers offering similar services/programs. However, our annual fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to our compensation, you may also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The IAR, in connection with IAR's performance of services, shall be entitled to and may share in the advisory fees payable within this Program.

### ***Brokerage Recommendations in the AE Wealth Management Program***

In order to utilize the asset management services in this Program, you are required to establish or maintain a brokerage account with Charles Schwab ("Schwab") through their Institutional Platform or with Fidelity Institutional Wealth Services and/or its affiliate, National Financial Services LLC (collectively "Fidelity"). Schwab and Fidelity are members of FINRA/SIPC/NFA. Schwab and Fidelity are independent and unaffiliated registered broker-dealers and are utilized to maintain custody of clients' assets and to effect trades for their accounts. The primary factor in suggesting a broker/dealer or custodian is that the services of the recommended firm are provided in a cost-effective manner. While quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price and it is not the sole consideration. The trading process of any broker/dealer and money manager suggested by MAS must be efficient, seamless, and straight-forward. Overall custodial support services, trade correction services, and statement preparation are some of the other factors determined when suggesting a broker/dealer.

### ***Charles Schwab***

Through AEWM, Charles Schwab provides us with access to their institutional trading and custody services, which are typically not available to retail investors. These services generally are available to independent investment advisors at no charge to them so long as the independent investment advisors maintain a minimum amount of assets with the custodian.

Services that we may receive from Schwab include, but are not necessarily limited to: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk; access to block trading which provides the ability to aggregate securities transactions and allocate the appropriate shares to client accounts; the ability to have investment advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; and access to mutual funds that generally require significantly higher minimum initial investments or are generally only available to institutional investors.

Schwab also makes available to our sub-adviser (AEWM) (or offsets the cost of) other products and services that benefit their firm but may not directly benefit clients' accounts. Some of these other products and services assist us in managing and administering clients' accounts. These include software and other technology that:

- Provide access to client account data (such as trade confirmation and account statements);
- Provide research, pricing information and other market data;
- Facilitate payment of the firm's fees from its clients' accounts; and
- Assist with back-office functions; record keeping and client reporting.

Many of these services generally may be used to service all or a substantial number of our accounts, including accounts not maintained at a recommended custodian. Schwab is also providing other services intended to help our firm manage and further develop our business enterprise. These services may include:

- Consulting,
- Publications and conferences on practice management,
- Information technology,
- Business succession,
- Regulatory compliance, and
- Marketing.

### ***Fidelity Institutional Wealth Services***

Fidelity provides us with access to their institutional trading and custody services, which are typically not available to retail investors. The services from Fidelity include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

Fidelity also makes available other products and services that benefit our sub-adviser (AEWM) but may not directly benefit our clients' accounts. Some of these other products and services assist them in managing and administering client accounts. These include software and other technology that:

- Provide access to client account data (such as trade confirmation and account statements);
- Facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts);
- Provide research, pricing information and other market data;
- Facilitate payment of our fees from client accounts; and
- Assist with back-office functions, recordkeeping and client reporting.

Many of these services generally may be used to service all, or a substantial number, of our accounts, including accounts not maintained at Fidelity. Fidelity also makes available other services intended to help us manage and further develop our business. These services may include:

- Consulting, publications and conferences on practice management,
- Information technology,
- Business succession,
- Regulatory compliance,
- Marketing, and
- Assistance with client paperwork and other items related to transitions to the AE Wealth Management Program

In addition, Fidelity may make available, arrange and/or pay for these types of services rendered to us or AEWM by independent or related third parties. As a fiduciary, we endeavor to act in your best interest. Our recommendation that you maintain your assets in accounts at Fidelity may be based in part on the benefit to us in the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by Fidelity. This may create a potential conflict of interest.

### ***Block Trading***

Where possible and when advantageous to clients, trades will be blocked by us or a third-party providing trading services to us. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as transaction costs are shared equally and on a pro-rated basis between all accounts included in any such block. Block trading may allow us to execute equity trades in a timelier, more equitable manner, at an average share price. Our trading services provider will typically aggregate trades among clients whose accounts can be traded at a given broker, and generally will rotate or vary the order of brokers through which it places trades for clients on any particular day.

## General Information

Termination of the Advisory Relationship: A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days' written notice. As disclosed above, certain fees are paid in advance of services provided. Upon termination of any account, any prepaid, unearned fees will be promptly refunded. In calculating a client's reimbursement of fees, we will pro rate the reimbursement according to the number of days remaining in the billing period.

Mutual Fund Fees: All fees paid to MAS for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Exchange-Traded Funds: Shares of ETFs held in client accounts are bought and sold on an exchange and not, like mutual funds, directly from the fund itself. The price of ETF shares fluctuates in accordance with changes in the net asset value (NAV) per share, as well as in response to market supply and demand. Accordingly, ETF shares may trade at a price which differs from NAV per share of the ETF.

Advisory Fees in General: Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

Limited Prepayment of Fees: Under no circumstances do we require or solicit payment of fees in excess of \$1200 more than six months in advance of services rendered.

## Item 5 – Account Requirements and Types of Clients

Our wrap fee programs described above each carry their own account requirements. The Standard Wrap Program requires a minimum of \$15,000 to establish an account and has an ongoing account minimum of \$10,000. Accounts with a value of less than \$25,000 on the last business day of a calendar quarter are subject to a "low balance fee" of \$25 per quarter. The low balance fee is not prorated and is non-refundable. The Low-Minimum Wrap Program has an account minimum of \$25,000. The AE Wealth Management Program requires a minimum of \$10,000 to open an account. These minimums may be reduced under certain circumstances, at the discretion of MAS.

Madison Avenue Securities, LLC provides portfolio management services to individuals, high net worth individuals, corporate pension and profit-sharing plans, charitable institutions, foundations, endowments, estates, partnerships, and trusts.

## Item 6 – Portfolio Manager Selection and Evaluation

MAS provides the Wrap Program services through three channels, the “Standard Wrap Program,” the “Low-Minimum Wrap Program,” and the “AE Wealth Management Program.” In the Standard Wrap and Low Minimum Wrap Programs, portfolio management is provided through a number of affiliated investment adviser representatives. These IARs manage assets on either a “discretionary” or “non-discretionary” basis. In “Non-discretionary” accounts, IARs must secure your authorization prior to affecting securities transactions in your accounts. MAS selects IARs based on their education, investment experience and style of portfolio management. Portfolio managers’ activity is monitored by MAS.

When providing asset management services, MAS maintains trading authorization over your account(s). We do not have the authority to withdraw funds or take custody of client funds or securities. You will be required to execute an agreement with MAS expressly granting MAS trading authority on the account(s) we will manage for you. The agreement will delineate trading authority on a non-discretionary versus discretionary basis.

In the Standard Wrap and Low Minimum Wrap Programs, we commonly provide management services on both a discretionary and non-discretionary basis. When managing accounts on a non-discretionary basis, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are not able to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations and we may not achieve the optimal trading price.

If you decide to grant trading authorization on a discretionary basis, we will have the authority to determine the type of securities and the amount of securities that can be bought or sold for your account(s) without obtaining your consent for each transaction.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your account(s). You may also place reasonable limitations on the discretionary power granted to MAS so long as the limitations are specifically set forth or included as an attachment to the client agreement.

In the AE Wealth Management Program, portfolio management is available through either “Direct Asset Management Services” or “Model Portfolio Solutions.” Each is described below:



***Direct Asset Management Services***

If you choose to have your investment adviser representative directly manage your account(s) under this wrap fee program, your investment adviser representative will be acting as the portfolio manager. A conflict of interest may arise if the investment adviser representative charges a higher fee for portfolio management services than an appropriate Model Manager would. MAS requires all investment advisory fees to be reasonable and monitors fees charged by investment adviser representatives to ensure that such fees are indeed reasonable. When approving investment adviser representatives to act as portfolio managers, MAS uses the same criteria and processes used to select Model Managers.

***Model Portfolio Solutions***

MAS, AEWM, or a separate platform provider, reviews each Model Manager before selecting them to be included in this program. AEWM will also conduct periodic reviews to ensure that the manager is still suitable for the programs. AEWM conducts oversight of the due diligence review. Each Model Manager is evaluated on the basis of information provided by the Model Manager including descriptions of its investment process, asset allocation strategies employed, sample portfolios to review securities selections, and the Model Manager's Form ADV Disclosure Brochure (if applicable).

AEWM will often request, but does not require, that Model Managers adhere to GIPS/CFA Institute standards, and every attempt is made to obtain performance information that is calculated on a uniform and consistent basis. Certain Model Managers may provide information that does not entirely conform to these requirements. In most cases, performance data approved for client viewing will have been calculated based on a uniform and consistent standard. In the rare instance where this is not possible, the affected performance data should clearly indicate by specific disclosure that it was not calculated based on the uniform standard.

Each Model Manager recommended in the AE Wealth Management Program is screened and selected using a number of criteria, including but not limited to:

- Manager or management team tenure and experience;
- Performance within peer group;
- Portfolio turnover;
- Expenses and costs of Model Manager;
- Meetings with manager of Model Manager; and
- Participation in educational forums and conference calls offered by the Model Manager.

Factors that determine the change of a Model Manager may include the following:

- Performance;
- Change of ownership;
- Strategic or tactical change away from a particular sector or asset class; and
- Costs.

AEWM will rely on information obtained from the following sources when researching each Model Manager:

- Model Manager's Form ADV and accompanying documents;
- Model Manager's website and other publicly available information; and
- SEC website.

By choosing to utilize a Model Manager in this wrap-fee program, you are granting the platform provider with the discretionary authority (without consulting with the client first) to select the specific investments for the Account based on information, models, and/or signals provided by the selected Model Manager(s). Through its discretionary authority, MAS and AEWM will have the ability to hire and fire the Model Manager and to reallocate the amount of funds within the Account that are in a particular Model Manager's model.

Certain IARs of MAS are also licensed securities registered representatives or insurance agents and can effect transactions in securities and insurance products and earn the standard and customary commissions for these activities. Advisory clients of MAS may have the securities and insurance services of these IARs recommended to them, where appropriate. When considering implementation of advisory recommendations, advisory clients of MAS have the right to reject the use of the securities or insurance services of these IARs, as well as to implement recommendations through another IAR, who may charge more or less for the same products and services. The implementation of any or all recommendations is solely at the discretion of the client.

The fees charged by MAS for advisory services are separate and distinct from any insurance or securities commissions earned by registered representatives or insurance agents for the sale and servicing of securities or insurance products. While these individuals endeavor at all times to put the interest of the clients first as part of MAS's fiduciary duty, clients should be aware that the receipt of additional compensation itself creates a conflict of interest, and may affect the judgment of these individuals when making recommendations.

Advisory Business: In addition to providing the Wrap Fee Programs described in this Brochure, the firm also provides a "Fee Plus Transaction Charge Program" a "Direct Third Party Money Manager Program" a "Financial Planning and Consulting Services Program", and a "Pension Consulting and College Savings Services Program" all outlined in the Form ADV Part 2 ("Brochure"). Please refer to MAS's Form ADV Part 2 for additional information related to these programs, including fees charged therein.

Methods of Analysis, Investment Strategies, and Risk of Loss: MAS uses a variety of information sources and methods of investment analysis in managing assets. MAS and our IARs will typically use the various methods for analysis described below in our Wrap Programs.

Technical Analysis and Charting: "Technical Analysis," sometimes also known as "charting" is method of evaluating securities by analyzing statistics generated by market activity, such as past prices and trading volume. In technical analysis it is not attempted to measure a security's intrinsic value (value based on company's financial status, cash flow, net worth, etc.), but instead to use historical charts and other tools to identify patterns that can suggest future activity.

Cyclical Analysis: Similar to Charting, “Cyclical Analysis” attempts to suggest the future activity of the prices of securities based on the theory that prices move in a cyclical pattern. This method of analysis uses market cycles (the general expansion and contraction of business) as the primary driver. This method of analysis does not take under consideration the intrinsic value (value based on company’s financial status, cash flow, net worth, etc.), of the security being evaluated.

Fundamental Analysis: Unlike Technical Analysis, “Fundamental Analysis” involves analyzing the securities of a company based on its financial statements and health, its management and competitive advantages, and its competitors and markets.

None of the methods above guarantee the successful prediction of future securities prices. In practice, the various methods of analysis are often used in concert with one another in analyzing securities. Information about the securities being analyzed may come from a variety of sources. These sources may include financial newspapers and magazines, research materials prepared by industry analysts, corporate rating services, (such as Morningstar, Moody’s, Standard & Poor’s, etc.) company press releases, and annual reports or prospectuses filed with the Securities and Exchange Commission. (It should also be noted that neither MAS nor its IARs prepare “research reports” internally)

The outcome of the analysis may lead to recommendations for long term purchases of securities, (securities held for one year or longer) short term purchases, (securities sold within a year) active trading, (securities purchased and sold within 30 days) margin transactions, or option writing.

Regardless of the investing strategy employed, investing in securities involves risk of loss that you should be prepared to bear. There is no investing strategy that can guarantee you against loss.

Voting Client Securities: As a matter of firm policy and practice, MAS does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. MAS may provide advice to clients regarding the clients’ voting of proxies.

Performance Based Fees and Side-By-Side Management: MAS does not charge any performance based fees of any kind (those fees that are based upon a share of capital gains or capital appreciation of client assets).

## **Item 7 – Client Information Provided to Portfolio Managers**

Your financial history, and related background information, such as social security number, account numbers, account holdings, personal and family background, work history, tax status, and numerous other items necessary for us to provide you with suitable investment advice and establish any investment account, are gathered by your IAR at the inception of the relationship, and is updated on a regular basis thereafter. You are responsible for insuring that we have accurate, current information about your financial condition, your holdings and other investments, your investment objectives and goals and all other information which has a bearing on your investments and participation in this investment program. Your portfolio manager may receive a copy of all information which you supply us.

Due to the nature of the services being offered under these programs and our desire to provide you the best service, we must stress the importance of your providing us with accurate and current financial information. If at any time any of your information changes, please notify your IAR immediately.

## **Item 8 – Client Contact with Portfolio Managers**

MAS promotes open lines of communication between the Portfolio Manager(s) and our clients, encouraging the Manager's accessibility to remain available to our clients to discuss investment philosophy, objectives and to answer client questions. Additionally, the firm's investment adviser representatives are reasonably available to consult with clients regarding the status of their account.

In the AE Wealth Management Program, if a client has any questions for the outside Model Managers, these will be directed to AEWM who will make inquiries with the Model Manager. It is the policy of AEWM to provide for open communications between the investment adviser representatives and clients. You are encouraged to contact your investment adviser representative whenever you have questions about the management of your account(s).

## **Item 9 – Additional Information**

### Custody

Custody is defined as having access or control over client funds and/or securities. Custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

For accounts in which MAS is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. All assets are held in custody either with our clearing firm or with the third party manager, (in the case of our Direct Third Party Money Manager Program) or with the custodian that that third party manager selects. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against any reports received from MAS, where applicable. If you have questions about your account statements, please contact MAS or the qualified custodian preparing the statement.

### Disciplinary Information:

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Madison Avenue Securities, LLC or the integrity of MAS' management. On December 5, 2016 MAS signed an order of Acceptance, Waiver, and

Consent (AWC) with FINRA whereby without admitting or denying the findings, the firm was censured and fined \$75,000. The disciplinary event pertained to the firm's lack of adequate supervisory procedures or systems pertaining to the creation and dissemination of consolidated reports to customers. The fine was paid in full in December of 2016. On May 31, 2022, the Securities and Exchange Commission accepted an offer of settlement from MAS and agreed to the entry of an Administrative Order, whereby MAS agreed, without admitting or denying the allegations, to a censure, to cease and desist from causing any future violations of Sections 206(2) and 206(4) of the Advisers Act and Rule 206(4)-7, promulgated thereunder, disgorgement of \$579,523.76 (along with \$73,649.94 of prejudgment interest) and a money penalty of \$150,000.00. This action arose from the SEC allegation that MAS failed to adequately disclose a conflict of interest that existed when MAS received revenue sharing from its unaffiliated clearing firm on certain excessive cash balances held in customer advisory accounts that were swept into an overnight investment instrument and MAS' receipt of certain 12b-1 fees and/or shareholder services fees on mutual funds that were not automatically rebated back to clients. On May 1, 2023, MAS signed an order of Acceptance, Waiver, and Consent ("AWC") with FINRA whereby without admitting or denying the findings, the firm was censured and fined \$50,000 and ordered to pay \$63,296 plus interest in restitution to twelve customers. The disciplinary event was related to mutual fund sales through Madison's broker-dealer business during the 2016 – 2018 timeframe, where thirteen firm customers did not receive commission discounts (breakpoints) they would have otherwise qualified for had the purchases not been made in multiple mutual fund families. The fine was paid in full in May of 2023. On June 30, 2023 MAS agreed to a disciplinary Order with the Texas State Securities Board ("TSSB") for purposes of resolving an investigation, without admitting or denying the allegations, that during the period 2014 through 2017, MAS did not follow or establish adequate supervisory procedures relating to the sale of certain alternative investments in one branch office of the firm. As part of the Order, MAS agreed to a fine of \$20,000 and agreed to an undertaking to offer to pay seven affected clients an amount equal to a portion of their outstanding investment in a certain product. The \$20,000 fine was paid in full on July 10, 2023.

Additional information about these events is available on the SEC's Investment Adviser Public Disclosure website at [http://www.adviserinfo.sec.gov/IAPD/Content/Search/iapd\\_Search.aspx](http://www.adviserinfo.sec.gov/IAPD/Content/Search/iapd_Search.aspx).

#### Other Financial Industry Activities or Affiliations:

MAS is registered as a full service general securities registered broker-dealer, and is also licensed as an insurance agency in a number of states. The principal business of MAS' executive officers is the day-to-day management of the broker-dealer activities. This broker-dealer and other non-investment advisory services account for more than half of management's time.

#### Code of Ethics:

Madison Avenue Securities, LLC ("MAS") has adopted a Code of Ethics (the Code) for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics was created in compliance with the Securities and Exchange Commission (SEC) Rule 204A-1, ("the Rule") and includes provisions relating to the confidentiality of client information and a

prohibition on insider trading. Supervised persons are also required to report personal securities holdings and transactions and must seek pre-approval of certain personal investments, among other things. The code also requires supervised persons to comply with applicable federal securities laws. It is the responsibility of all Covered Persons to read, understand and abide by all aspects of the Code.

MAS' clients or prospective clients may request a copy of the firm's Code of Ethics by e-mailing [info@mas-bd.com](mailto:info@mas-bd.com) or by calling 888-627-7323.

The firm does not make a market in any securities and does not buy or sell securities for its own account. MAS offers brokerage services to clients separate from the advisory services described herein. IARs provide brokerage services to clients as registered broker-dealer representatives. MAS and registered broker-dealer representatives receive transaction based compensation in connection with such brokerage services. Transactions may not be executed through MAS if to do so would result in a breach of its fiduciary duties.

MAS, its IARs, and affiliates may, but are not obligated to, purchase or sell or recommend for purchase or sale a security which they may purchase or sell for their own accounts or the account of any other client. MAS has procedures dealing with insider trading, employee related accounts, front running and other issues that may present a potential conflict when such purchases, sales, or recommendations are made. In general, these policies and procedures are intended to eliminate, to the extent possible, the adverse effect on clients of any such potential conflicts of interest.

MAS anticipates that, in appropriate circumstances, consistent with clients' investment objectives, it will cause accounts over which MAS has management authority to effect, and will recommend to investment advisory clients or prospective clients, the purchase or sale of securities in which MAS, its affiliates and/or clients, directly or indirectly, have a position of interest. MAS' employees and persons associated with MAS are required to follow MAS' Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of MAS and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for MAS' clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of MAS will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of MAS' clients. In addition, the firm requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored to reasonably prevent conflicts of interest between MAS and its clients.

Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with MAS' obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. MAS will retain records of the trade order (specifying each participating account) and its allocation, which will be

completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the Order.

It is MAS' policy that the firm will not affect any principal or agency cross securities transactions for client accounts. MAS will also not cross trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. A principal transaction may also be deemed to have occurred if a security is crossed between an affiliated hedge fund and another client account. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Agency cross transactions may arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer.

#### Review of Accounts:

If you open an account under any of our Wrap Programs, your account will be reviewed regularly by your IAR. All activities of your IAR are supervised by a "Supervising Principal" of MAS. The Supervising Principal holds the responsibility of supervising all activities of the IAR. If you wish to increase the frequency of your account reviews, you are free to make these arrangements directly with your IAR.

#### Client Referrals and Other Compensation:

MAS pays certain persons cash fees for client referrals. If a client is referred to us by a referring party, the referring party will provide the client with a copy of our Brochure. The client also will receive a Promoter's (also known as Solicitor's) Disclosure Statement document. If the referring party is an unaffiliated registered investment adviser firm, then the client will also receive a copy of the referring party's Form ADV Part 2 Brochure. The referring party may receive ongoing compensation based on a percentage of the assets under management associated with the account or a one-time fee.

Our investment adviser representatives, acting in their separate capacities as insurance agents, receive commissions and other incentive awards for the recommendation/sale of annuities and other insurance products. While our investment adviser representatives put the interest of the clients first as a part of the firm's fiduciary duty, clients should be aware that the receipt of commission and additional compensation itself creates a conflict of interest. Due to the non-fiduciary capacity the investment adviser representatives are acting as insurance agents, this can impact the insurance products they select when making recommendations.

Advisors Excel, LLC and Asset Marketing Systems Insurance Services, LLC may provide MAS IARs bonus compensation based on the amount of annuity sales during a specific period of time which is a conflict of interest. They also provide indirect compensation by providing marketing assistance and business development tools to acquire new clients, technology with the goal of improving the client experience and IARs efficiency, back office and operations support to assist in the processing of insurance (through

Advisors Excel, LLC or Asset Marketing Systems Insurance Services, LLC) services for clients, business succession planning, business conferences and incentive trips for the firm. Although some of these services can benefit a client, other services obtained by IARs from Advisors Excel, LLC or Asset Marketing Systems Insurance Services, LLC such as marketing assistance, business development and incentive trips will not benefit an existing client and is a conflict of interest.

IARs can receive bonus payments from an insurance company for selling a targeted number of annuities during a specified period of time which creates a conflict of interest.

At times, IARs receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are the result of informal expense sharing arrangements in which product sponsors will underwrite costs incurred for marketing such as client appreciation events, advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are made by those sponsors for which sales have been made or for which it is anticipated sales will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of clients. MAS attempts to control for this conflict by always basing investment decisions on the individual needs of clients.

Certain other support products and services are provided by MAS's custodian. MAS' custodian (the "Custodian") may provide MAS with access to its institutional trading and custody services, which are typically not available to retail investors. These services are generally available to independent investment advisers on an unsolicited basis. Some of the services provided by the Custodian include brokerage, custody, research and access to certain mutual funds and other investments that may not otherwise be available to non-institutional investors or would require a significantly higher minimum initial investment.

The Custodian may provide MAS clients the ability to buy securities on margin and charge the MAS client interest incurred by the margin account. Such interest collected by the Custodian may be shared with MAS. In addition, there may be other similar revenue sharing between the Custodian and MAS. For example, certain fees (such as IRA fees) and expenses (such as postage fees, ticket charges, and other miscellaneous fees) may be charged and collected by the Custodian on behalf of MAS. The fees charged and collected the Custodian on behalf of MAS may not necessarily reflect the same price that the Custodian charges MAS for similar circumstances. As discussed above, the fees for these services are MAS fees, established by MAS after taking into consideration the direct and indirect costs incurred by MAS associated with such service with a reasonable profit built in for the offering of such services to MAS clients.

The Custodian may also make available to MAS other products and services that benefit MAS but may not benefit its clients' accounts. Some of these other products and services may assist MAS in managing and administering clients' accounts. These may include software and other technology that provide access to client



account data (such as trade confirmations and account statements), facilitation of trade execution (and allocation of aggregated trade orders for multiple client accounts), providing research pricing information and other market data and assisting with back-office functions, recordkeeping and client reporting.

Some of the custodians utilized by investment advisers, including our Custodian, will offer to invest the uninvested portion of cash in certain advisory accounts that meet criteria established by the Custodian in overnight securities instruments. Some of these overnight securities instruments will pay to the Custodian a participation payment on those accounts that have uninvested cash in excess of certain minimums established by the Custodian. Others do not. While the Custodian pays the interest that is earned by the uninvested cash to the Client, in some cases, the Custodian also makes a payment to the broker dealer of the investment adviser that introduces the client to the issuer of the particular overnight instrument used by the fund (the "Participation Payment"). MAS allows its Clients to select the overnight investment instrument from a list of available options. The default overnight investment instrument does not pay a Participation Payment to MAS. Clients that decide to select an overnight investment instrument that is not the default overnight investment instrument should discuss with their IAR whether the investment instrument pays a Participation Payment to MAS and if that selection is in their best interest. If the Clients select an overnight investment vehicle that pays a Participation Payments, Clients acknowledge and agree that they selected the investment instrument with full awareness that Participation Payments are made to MAS and that the selected overnight investment instrument is in their best interest.

The Custodian may also make available to MAS other services intended to help MAS manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. In addition, the Custodian may make available, arrange and/or pay for these types of services rendered to MAS by other independent third parties. As such, MAS has an incentive to select or recommend a Custodian based on its interest in receiving the research or other products or services, rather than on the clients' interest in receiving most favorable execution. While MAS endeavors to act in its clients' best interests, MAS' requirements that its clients maintain their assets in accounts at the Custodian may be based in part on the benefit to MAS of the availability of some of the foregoing products and services.

In addition, due to the fact that MAS does not directly pay for these services, including any research received, it may be construed as receipt of an economic benefit by MAS and therefore, a conflict of interest exists between MAS and the client.

#### Financial Information:

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about MAS' financial condition. MAS has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.