

# FORM ADV – PART 2A

Disclosure Brochure • March 30, 2020

This brochure provides information about the qualifications and business practices of Ameritas Investment Company, LLC (“AIC”). If you have any questions about the contents of this brochure, please contact us at (800) 335-9858, or by email at [AIC\\_Compliance@ameritas.com](mailto:AIC_Compliance@ameritas.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 Ameritas Investment Company, LLC is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for Ameritas Investment Company, LLC. You may search for information by using our name or by CRD number. The CRD number for Ameritas Investment Company, LLC is 14869.

Registration as an Investment Adviser does not imply a certain level of skill or training.



**Ameritas Advisory Services**

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## Item 2 – Material Changes

On July 28, 2010, the United States Securities and Exchange Commission published “Amendments to Form ADV” which amends the disclosure document that we provide clients as required by SEC rules. The amendment requires Ameritas Investment Company, LLC (“AIC”) to provide a summary of material changes to you within 120 days of our fiscal year end, which is December 31st. This item includes a summary of the material changes that were made to Ameritas’ ADV Part 2A—Firm Brochure since the last annual filing.

The last annual update to the Ameritas Investment Company, LLC Form ADV Part 2A was filed on March 30, 2019. Since then the following material changes have occurred:

- Item 4-Services, Fees and Compensation was updated to reflect a change in Ameritas Investment Corp’s corporate structure and name. Ameritas Investment Corp’s name has changed to Ameritas Investment Company, LLC. Ameritas Investment Company, LLC also conducts advisory business under the name, “Ameritas Advisory Services.”
- Item 4-Advisory Business was updated to include information regarding the Ameritas Investment Strategies Program (“AIS Program”), a wrap fee program offered through AIC, Adviser Managed Retirement (“AMR”) Program and Adviser Managed Solutions (“AMS”) Program.
- Item 4-Services, Fees and Compensation was updated to reflect that confirmation fees are charged to program participants.
- Item 5-Fees and Compensation was updated to include fee information related to the AIS Program, AMR Program and AMS Program.
- Item 7-Types of Clients was updated to include minimum investment amounts for the AIS Program, AMR Program and AMS Program.
- Item 11-Disciplinary Information was updated to include information regarding an April 30, 2019, Stipulation and Waiver with the California Department of Insurance (the “Department”) under which AIC was issued a restricted license. AIC may petition to have such restrictions removed on or after January 1, 2022 provided there has not been justified complaint against AIC or any pending investigations or disciplinary actions against AIC. AIC further agreed to reimburse the Department for costs associated with the issuance of the restricted license.
- Item 11- Disciplinary Information was updated to include information regarding Acceptance, Waiver and Consent (“AWC”) executed by AIC on March 9, 2020 which FINRA accepted on March 25, 2020. The AWC recited that between February 10, 2018 and August 20, 2018 AIC provided underwriting services for a municipal issuer with which it had an active “blanket” financial advisory agreement, and thereby acted simultaneously as the issuer’s financial advisor and its underwriter, in violation of MSRB Rule G-23. AIC attempted to mitigate potential conflicts of interest by stating in the advisory agreement that it (a) would serve as underwriter only if the issuer consented to that role in writing; and (b) would not accept compensation as a financial advisor for issuances where it was also acting as an underwriter. That attempted mitigation failed to address the conflict created for AIC by serving as underwriter for an issuer with which it had a blanket financial advisory agreement and, thus, a financial advisory relationship. Without admitting or denying the FINRA allegations, AIC agreed to a censure and to pay a fine to FINRA of \$10,000.
- Item 12-Brokerage Practices was updated to include information regarding new custodial relationships with Charles Schwab & Co. Inc. and Fidelity Brokerage Services, LLC.

We may update this Brochure at any time. If we make any material changes relating to Item 9-Disciplinary Information, we will provide you either (i) a complete copy of our Form ADV Part 2A that includes or is accompanied by a summary of material changes or (ii) a summary of material changes that includes an offer to provide a copy of the current Form ADV Part 2A.

We urge you to carefully review all subsequent summaries of material changes as they will contain information about significant changes to our advisory services, fee structure, business practices, conflicts of interest and disciplinary history.

To receive a complete copy of our Brochure at no charge, please visit our website at [www.ameritas.com](http://www.ameritas.com) or contact our Compliance Department at 800-335-9858

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## Item 4 – Advisory Business

### Description of Our Firm & Principal Owners

Ameritas Investment Company, LLC (“AIC”) is a dually registered investment adviser and broker-dealer, member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investors Protection Corporation (“SIPC”). AIC also conducts advisory business under the name, Ameritas Advisory Services (herein after AAS, We, Us or the Firm). As an investment adviser, we offer a variety of advisory services that are made available to clients through individuals associated with us as investment adviser representatives (“IARs” or “IAR”). Ameritas Investment Corp. was incorporated in 1984 and changed its name and corporate structure in 2020. We have been registered with the SEC as an investment adviser since 1998.

AIC is part of the Ameritas Mutual Holding Company (“AMHC”) family of companies. The Ameritas Holding Company (“AHC”), a direct subsidiary of AMHC has 100% ownership of both Ameritas Investment Partners (“AIP”) and the Ameritas Life Insurance Corp. (“ALIC”); ALIC has direct 100% ownership of Ameritas Life Insurance Corp. of New York and our firm.

### Introduction

As an investment adviser, we offer a variety of advisory services that are made available to clients through individuals associated with AIC as investment adviser representatives (“IARs” or “IAR”). When acting as an investment adviser, we and our IARs have a fiduciary duty to our advisory clients and must make full and fair disclosure to our advisory clients relating to our advisory relationships. As a fiduciary we aim to always put your interests ahead of our own, identify material conflicts, and eliminate, mitigate and/or disclose these conflicts.

As a broker-dealer AIC offers securities products on a commission basis, is a provider of municipal bond underwritings primarily in the State of Nebraska and distributor of variable insurance products issued by ALIC.

AIC branch offices may use marketing names or other names that are held out to the public. Such names are known as “doing business as” names. Such marketing names primarily promote overall financial services of an IAR and should not be viewed as an entity through whom securities are sold and/or investment advisory services are provided. While we allow our IARs to use a name other than Ameritas Investment Company, LLC or Ameritas Advisory Services, the IAR must disclose on advertising and client correspondence that securities and advisory services are offered through us.

An IAR may be registered with AIC as a broker-dealer registered representative and appointed as an agent with insurance companies including our affiliated firms. In these instances, an IAR may recommend fee-based investment advisory services, commission-based accounts, and annuities or other insurance products. For more information about the IAR providing advisory services to you, please refer to the Brochure Supplement for the IAR. The Brochure Supplement is a separate document that is provided by the IAR along with this Brochure before or at the time you engage the IAR. If you did not receive a Brochure Supplement for the IAR, you should contact the IAR or AIC at [AIC\\_Compliance@ameritas.com](mailto:AIC_Compliance@ameritas.com) or 800-335-9858.

Before engaging with an IAR, you should take time to consider the differences between an advisory relationship and a brokerage relationship to determine which type of service best serves your investment needs and goals. You should bear in mind that your total cost for transactions under a fee account versus a commission account can vary significantly and depend on a number of facts such as account size, volume of trading activity (number of transactions), type and quantity of securities purchased or sold, and commission rates.

### Description of Primary Advisory Services

Our advisory services primarily consist of asset management services, financial planning and consulting as well as retirement plan advisory services. Our services are designed to provide investment programs that are suitable for our client’s financial goals, objectives and risk tolerances.

### Asset Management Services

We offer fee-based asset management services through portfolios or custom strategies created by IARs, co-advisory relationships with third party money managers, and may act as a solicitor to third-party programs. Your account will be managed on a discretionary or non-discretionary basis. In a discretionary account we, our IARs or third-party investment advisers have the authority to buy or sell securities without contacting you in advance. Depending on the program selected, discretionary authority will include selection of model portfolios, sub-account selection in variable annuities, or the selection and execution of securities transactions.

Non-discretionary accounts are accounts where your IAR provides recommendations as to the purchase or sale of specific securities or separate account managers, however your IAR does not place orders to buy or sell non-discretionary assets without first receiving your authorization.

### Galaxy Program

The Galaxy Program provides participants with customized asset management services. Assets for this program are custodied at National Financial Services, LLC (“NFS”): 155 Seaport Blvd., Boston, MA. You will authorize your IAR to purchase securities based on your specific investment objectives and financial strategy. Your IAR will request information from you regarding your financial situation, investment objectives, risk tolerance, and other factors that might be considered in the management of your account. Your IAR will assist you in determining suitable investments and setting appropriate investment objectives. Depending on your IAR’s registrations and qualifications, the types of securities that your IAR may purchase and sell for your account include, but are not limited to, mutual funds, exchange traded funds (“ETFs”), equities, and fixed income securities. Your IAR may also recommend the purchase of a fee based variable annuity or life insurance product and make recommendations on subaccounts.

This program may be non-discretionary where investment decisions are made by you. You may also grant discretion to your IAR. Your IAR must obtain written authorization from you prior to exercising discretionary authority over your account. When acting with discretion, your IAR has the authority to buy or sell securities without contacting you in advance. You may place reasonable restrictions on the management of your account including restrictions on the type of securities that can be purchased in your account. You may withdraw your authorization at any time by providing written notice to AIC or your IAR.

In connection with the Galaxy Program, your IAR may also provide financial planning or consulting services. In these circumstances, your IAR's initial analysis will include a basic review of your fundamentals, including your net worth and current cash flow, protection needs and basic estate planning needs. Your IAR is not obligated to make any recommendations or give any financial advice to you that, in the sole judgment of the IAR, would be impracticable, unsuitable, unattainable or undesirable. As part of your IAR's basic review of your fundamentals, you may receive, without charge, a life insurance analysis. Your IAR will receive no compensation for the life insurance analysis but will receive compensation in the form of commissions or fees if you choose to purchase insurance through your IAR.

### Galaxy Wrap Fee Program

The Galaxy Wrap Fee Program is distinguishable from the Galaxy Program in that it provides you with the services available in Galaxy for one asset-based fee, and any trades within the program are made without incurring transaction charges. Assets for this program are custodied at National Financial Services, LLC ("NFS"): 155 Seaport Blvd., Boston, MA. Additional charges for the program such as confirmation fees, reorganization fees, transfer fees, IRA and Qualified Retirement Plan Account Custodian fees, and/or termination fees may be assessed by NFS. Other fees may be assessed directly by mutual fund companies as described in the applicable prospectus(es).

More detailed information about the Galaxy Wrap Fee Program can be found in the Galaxy Wrap Fee Program brochure available through your IAR.

### Galaxy II Program

The Galaxy II Program is only available through a limited number of IARs subject to our discretion. Assets for this program are custodied at TD Ameritrade, Inc. ("TD Ameritrade"): 200 South 108th Avenue, Omaha, NE 68154.

As a participant in the Galaxy II Program, you will provide information regarding your investment objectives, risk tolerance, and other factors to your IAR. Based upon the information you provide, your IAR will recommend specific investments, investment strategies, or model portfolios developed by your IAR or a third-party investment manager.

In connection with the Galaxy II Program, your IAR may also provide financial planning or consulting services. In these circumstances, your IAR's initial analysis will include a basic review of your fundamentals, including your net worth and current cash flow, protection needs and basic estate planning needs. The initial recommendations may address only the areas that you have identified as your most immediate needs and priorities. Your IAR is not obligated to make any recommendations or give any financial advice to you that, in the sole judgment of the IAR, would be impracticable, unsuitable, unattainable or undesirable. As part of your IAR's basic review of your fundamentals, you may receive, without charge, a life insurance analysis. Your IAR will receive no compensation for the life insurance analysis but will receive compensation in the form of commissions or fees if you choose to purchase insurance through your IAR.

You will grant your IAR and AIC discretionary authority to direct the purchase and sale of securities or other investments for your account. You may place reasonable restrictions on the management of your account including restrictions on the type of securities that can be purchased in your account.

### Galaxy II Wrap Fee Program

The Galaxy II Wrap Fee Program is distinguishable from the Galaxy Program in that it provides you with the services available in Galaxy for an asset-based fee, and any trades within the program are made without incurring transaction charges. Assets for this program are custodied at TD Ameritrade: 200 South 108th Avenue, Omaha, NE 68154.

Miscellaneous custodial charges for the Program such as confirmation fees, reorganization fees, transfer fees, IRA and Qualified Retirement Plan Account Custodian fees, and/or termination fees may be assessed by TD Ameritrade. Other fees may be assessed directly by mutual fund companies as described in the applicable prospectus(es).

More detailed information about the Galaxy II Wrap Fee Program can be found in the Galaxy II Wrap Fee Program brochure available through your IAR.

### Ameritas Investment Strategies Wrap Fee Program

The Ameritas Investment Strategies Wrap Fee Program ("AIS Program") is a wrap fee program sponsored by the firm. Approved custodians for this program are Charles Schwab & Co. ("Schwab"): 211 Main St., San Francisco, CA 94105, Fidelity Brokerage Services, Inc. ("Fidelity"): 100 Crosby Parkway, Covington, KY 41015, and TD Ameritrade: 200 South 108th Avenue, Omaha, NE 68154.

We make several professionally managed model portfolios ("Strategies") available through the AIS Program to suit a variety of risk tolerances and investment objectives. We have engaged our affiliate, AIP to assist with the development of certain model portfolios and present recommendations to AIC's Investment Committee. The AAS Investment Committee which includes participants from both AIC and AIP, makes the final decision as to the composition of model portfolios including asset allocation, fund selection, and investment criteria. The AAS Investment Committee will monitor the holdings within each model portfolio to help ensure they continue to meet the selection criteria developed for each Strategy.

More detailed information about the AIS Program can be found in the AIS Wrap Fee Program brochure available through your IAR.

### Adviser Managed Retirement Program

The Adviser Managed Retirement (“AMR”) Program provides you with fee-based asset management in an employer sponsored retirement plan. Custodians approved for this program are Fidelity: 100 Crosby Parkway, Covington, KY 41015 and Schwab: 211 Main St., San Francisco, CA 94105. If your employer offers a self-directed brokerage option through your retirement plan, you can retain an IAR to provide investment advisory services with respect to your retirement plan account assets. You should understand that when recommending you participate in the AMR Program, AAS and your IAR will be paid an Advisory Fee as set forth in Item 5 of this brochure. You would not pay these fees if you directed your own investments within your retirement plan, however you would not have the benefit of your IAR’s advice or asset management services.

Under the AMR Program, you will establish a brokerage account (“self-directed brokerage account” or “account”) with a custodian approved by your employer sponsored retirement plan and complete documents necessary to provide your IAR with access to manage the assets in the account including your contributions and any contributions by your employer on your behalf.

Your IAR will request information from you regarding your financial situation, investment objectives, risk tolerance, and other factors that might be considered in the management of your account. Your IAR will use this information to determine an appropriate investment mix, however your IAR may only provide investment advice and management of the assets in your self-directed brokerage account. Your IAR’s advice and recommendations with respect to assets in your self-directed brokerage account may be limited by the terms of your employer sponsored retirement plan.

You will grant your IAR discretionary authority to direct the purchase and sale of investments for your account. You maintain the ability to impose reasonable restrictions on the management of your account, including the ability to instruct us to not purchase certain investments. Your IAR will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance, investment objectives, investment time horizon or restrictions you may wish to impose on the account.

You may terminate your AMR Program Agreement at any time by contacting us or the custodian of your self-directed brokerage account. Upon termination, we and our IARs will no longer have access to your account and as such, you will be responsible for monitoring the investments in your account and will pay retail brokerage transaction fees.

### Adviser Managed Solutions Program

The Adviser Managed Solutions Program (“AMS”) is an investment advisory program offered by our firm. Assets for this program may be custodied with Schwab: 211 Main St., San Francisco, CA 94105, Fidelity: 100 Crosby Parkway Covington, KY 41015, or TD Ameritrade: 200 South 108th Avenue, Omaha, NE 68154. The AMS Program provides participants with customized asset management services. Your IAR may build customized models using a wide variety of asset classes and use each model to manage multiple client accounts. Depending on your IARs qualifications, he or she may utilize mutual funds, exchange traded funds (“ETFs”) and individual securities to develop a portfolio which may be diversified or concentrated in individual securities or sectors. Depending on the custodian selected, IARs may utilize models created by third-party investment managers to varying degrees for research and portfolio construction support when creating and managing your portfolio. The portfolios may also be customized to restrict securities from trading, managed for tax efficiency, or restrict the purchase of specific securities in your account.

Your IAR may recommend specific investments and buy or sell individual securities including but not limited to, mutual funds, exchange traded funds (“ETFs”), equities and fixed income securities. Your IAR may also recommend the purchase of a fee based variable annuity or life insurance product and make recommendations on subaccounts. AIC, through your IAR, will examine your investment objectives, risk tolerance, and other factors in order to recommend specific investments or strategies. When developing recommendations for you, IARs compare your financial goals with your investment risk tolerance and the risk and potential of a specific investment or strategy.

The AMS Program is a discretionary program. When acting with discretion, your IAR has the authority to buy or sell securities without contacting you in advance. You may place reasonable restrictions on the management of your account including restrictions on the type of securities that can be purchased in your account. When acting with discretionary authority, such authority is limited to buying and selling securities or other investments and does not give us or your IAR the authority to withdraw or transfer any money, securities, or property.

In connection with the AMS Program, your IAR may also provide financial planning or consulting services. In these circumstances, your IAR’s initial analysis will include a basic review of your fundamentals, including your net worth and current cash flow, protection needs and basic estate planning needs. Your IAR is not obligated to make any recommendations or give any financial advice to you that, in the sole judgment of the IAR, would be impracticable, unsuitable, unattainable or undesirable. As part of your IAR’s basic review of your fundamentals, you may receive, without charge, a life insurance analysis. Your IAR will receive no compensation for the life insurance analysis but will receive compensation for any insurance products you choose to purchase. Your IAR will review your asset allocation at least annually to determine whether your assets should be reallocated due to changes in your financial situation, or market or other conditions.

### Constellation Wrap Fee Program

The Constellation Model Portfolio Wrap Fee Program (“Constellation”) provides you with ongoing discretionary management of your portfolio for an annualized fee. Assets for this program are custodied at National Financial Services, LLC (“NFS”): 155 Seaport Blvd., Boston, MA. We provide six professionally managed investment portfolios developed by AAS’s Investment Committee which includes individuals from our affiliated investment advisor, AIP. We have retained AIP to assist with the development of investment portfolios, portfolio monitoring, trading and account administration. We will act with discretionary authority to buy and sell securities or other investments for your account consistent with the model(s) you select.

More detailed information about the Constellation Wrap Fee Program can be found in the Constellation Wrap Fee Program brochure available through your IAR.



## Managed Account Solutions Wrap Fee Program

The Managed Account Solutions Wrap Fee Program (“MAS Program”) is a wrap fee program sponsored by our firm. We have retained Envestnet Asset Management, Inc. and its affiliates (“Envestnet”), an unaffiliated registered investment adviser, to provide, either directly or indirectly, various investment advisory and related technology and program services to our IARs and clients participating in the program. The MAS Program offers Fund Strategist Portfolios (FSPs), Multi-Manager Accounts (MMAs), Separately Managed Accounts (SMAs), and Unified Managed Accounts (UMAs) managed by third-party money managers. Assets for this program are custodied at National Financial Services, LLC (“NFS”), 155 Seaport Blvd., Boston, MA.

Your IAR, will examine your investment objectives, risk tolerance, and other factors in order to recommend a portfolio to you. You will make the decision as to whether to invest in the recommended portfolio. Once you select a portfolio, your IAR will utilize the financial information you provide to monitor your portfolio to ensure that it remains prudent based on your risk profile and financial situation. IARs will utilize tools provided by Envestnet to assess your risk profile and investment objectives to construct a proposal for your Account, including a statement of investment selection identifying the portfolios chosen.

Envestnet will execute all trades for your account based upon the model you select. Neither AIC nor its IARs have the authority to make discretionary investment decisions for you in this program.

If you choose to engage in this program, you should read a copy of AIC’s MAS Program Brochure and Envestnet’s Program Brochure. Both documents contain more detailed information on fees and services.

## Direct Advisory Third-Party Programs

We offer investment advisory services and programs of third-party investment managers where our IAR provides non-discretionary recommendations of third-party investment management programs and related client relationship services. Through these programs, third-party investment managers provide ongoing discretionary investment management. Assets for the programs will be held with custodians selected by the third-party investment managers.

Your IAR will examine your investment objectives, risk tolerance, and other factors to assist them in determining the initial recommendation of a third-party investment manager. The information you provide includes a description of the investment objectives and guidelines for your account, including any investment restrictions, you intend to apply to your account. Upon your selection of a third-party investment manager, your IAR may also assist you in selecting a model portfolio designed and managed by the recommended third-party investment manager. Your IAR will monitor your portfolio to ensure that it remains consistent with your risk profile and financial situation.

Third party advisory relationships offered through our firm typically impose a minimum dollar value of assets for establishing or maintaining an account. If you engage in any of these programs, you should read a copy of the program agreement and any relevant disclosure documents for detailed information about services, fees, and account minimums.

Among its third-party investment management offerings, we also offer affiliated third-party investment advisory programs through AIP. In the Gemini, Mercury, and Private Clients programs, AIP provides investment management on a discretionary basis, including review of each investment prior to purchase. The Private Clients program is closed to new clients.

## Solicitor Programs

We work with a variety of third-party investment managers on a solicitor basis, whereby IARs may recommend that clients utilize services provided by such investment managers and receive compensation for this recommendation in the form of an ongoing referral fee (“solicitor programs”). All solicitor agreements are in compliance with Rule 206(4)-3 of the Investment Advisors Act of 1940. Clients in solicitor programs will be given full written disclosures describing the potential conflict of interest, as well as the terms and fee arrangements between our firm and the third-party investment manager prior to or at the time of referral.

## Financial Planning and Consulting

We also offer financial planning and ongoing consulting services on a fee basis to help you achieve your stated financial goals and objectives. Your IAR may market his or her financial planning and consulting services under their own program name. All such programs and services are offered solely through AAS. Financial planning and consulting services include personal and/or business planning and can be either comprehensive or narrowly tailored to address specific areas. Personal financial planning and consulting services may include a cash flow and net worth analysis as well as risk management and insurance planning, tax planning, investment planning, education and estate planning. Business plans may include an assessment of your business’ current and projected balance sheet, income statement and other data helpful in assessing a business’ capital and liquidity requirements; key financial ratios, tax trends, operational reserves, retirement plan options for employees; and business continuation plans such as the loss of key employees.

Your IAR will ask you to provide financial information and documentation to assist them in developing a financial plan. One or more meetings may be required to gather all information necessary to develop a plan appropriate for your needs. If requested, your IAR may also work closely with your attorney, accountant or other professionals to develop a comprehensive plan. Any consultation or coordination required will be considered when determining your fee.

You are under no obligation to engage our firm for additional services or implement any financial recommendations made by your IAR. In that case you would not receive the services we provide which are designed, among other things, to assist you in determining which investments, investment strategies or programs may be most appropriate for your circumstances.

### Portfolio Advisor (Closed to New Clients)

In the Portfolio Advisor program your IAR provides an on-going analysis of your current investment portfolio for a flat or asset-based fee. Your IAR may also provide performance reports, consolidated statements, periodic consultations or other services at your request. Your IAR may also provide an analysis of your portfolio that is custodied with an independent third party who is not affiliated with us. The Portfolio Advisor program is closed to new clients.

### Retirement Plan Advisory Services

We provide a variety of services for compensation to ERISA plan fiduciaries and plan participants. Our IARs may provide investment education to ERISA plan fiduciaries and plan participants or may act as a 3(21)-investment advice fiduciary to provide ongoing non-discretionary investment advisory services, as well as non-fiduciary consulting services to plan sponsors. IARs providing services to retirement plan sponsors must enter into either a consulting and advisory services or non-fiduciary services agreement with the plan sponsor.

The scope of investment education provided to participants at the request of the plan sponsor will not constitute “investment advice” within the meaning of ERISA. Participant education will relate to general principles of investing and information about the investment options currently in the plan. The IAR may also participate in initial enrollment meetings, and periodic workshops and enrollment meetings for new participants as agreed upon between the IAR and plan sponsor.

Retirement plan advisory services are typically offered to plan sponsors of participant directed retirement plans, including 401(k) plans that a company establishes for its employees. The IAR will generally establish the plan sponsor’s needs and objectives through an initial meeting to collect data and review plan information and assist the sponsor in developing or updating the plan’s Investment Policy Statement.

Ongoing advisory services to the plan sponsor may include recommendations regarding the selection and review of mutual funds. The IAR will periodically review the investment options selected by the plan sponsor and make recommendations to keep or replace investment options as appropriate. Plan sponsors are under no obligation to follow the recommendations of the IAR.

IARs may provide general investment-related guidance, investment education and information about investment options and rollovers to a retirement plan fiduciary and to its participants without being considered a fiduciary. An IAR can provide investment advice to a plan while also providing investment education to plan participants. AIC IARs are not authorized to have discretionary authority (i.e. act as a 3(38) Investment Management Fiduciary) over an ERISA retirement plan account.

We do not act as a recordkeeper for ERISA plans, however our parent company, ALIC does provide recordkeeping services for ERISA plans participating in our Retirement Plan Consulting and Advisory Services program. This creates a conflict of interest for us. The decision to select ALIC as record keeper is at the discretion of the ERISA Plan Sponsor and not AAS or the IAR.

### Advantage Advisory Program (Closed to New Clients)

The Advantage Advisory Program (“AAP”) provides you, a fiduciary of a participant directed 401(k) plan, or an individual retirement account, with investment advisory services for an asset-based fee. Your IAR will provide investment advice to you regarding:

- (1) creating the line-up of investment options, you offer to your plan participants from a universe of funds reviewed, monitored, and approved by us;
- (2) creating asset allocation models that your plan may offer to participants to educate them on how to allocate their plan contributions among your plan’s investment options; and
- (3) reviewing and recommending periodic changes to your plan’s investment options and asset allocation models.

In the course of developing an asset allocation you will be able to impose reasonable investment restrictions on the management of the account. Your IAR will recommend allocating the asset weighting among various market sectors or classifications, taking into consideration factors such as time horizon, liquidity needs, regulatory issues, as well as each client/participant’s special considerations.

We acknowledge that we and our IARs are fiduciaries of your plan under Section 3(21) of ERISA (as well as Section 4975 of the Internal Revenue Code for IRAs) as a result of our provision of advice to plan fiduciaries as described above. Solicitors, who will convey investment advice to plan fiduciaries, but who will not provide investment advice themselves, are not plan fiduciaries under AAP.

### How Services are Tailored to Fit your Needs

When you open an account with us or consult one of our IARs for a financial plan, your IAR will obtain the necessary financial data from you in the form of a Risk Assessment Questionnaire, a Client Data Sheet, and/or a New Account Form.

Your IAR will examine your investment objectives, risk tolerance, and other factors to recommend specific investments or programs to suit your needs. If there are any changes to this information, please notify your IAR immediately. Your IAR will review this information annually or more frequently as necessary to determine whether or not your assets should be reallocated due to changes in your financial situation, the market or other conditions.

The investment advisory services provided largely depend on the personal information you provide. In order for your IAR to provide appropriate investment advice to, or in the case of discretionary accounts, make appropriate investment decisions for you, it is important that you provide accurate and complete responses to your IAR’s questions about your financial condition, investment objectives and needs as well as any reasonable investment restrictions you wish to apply to the securities or types of securities to be bought, sold or held in your account. It is also important for you to inform your IAR of any changes to your personal or financial circumstances, investment objectives or risk tolerance as well as any reasonable investment restrictions which may affect the advice provided.



## Wrap Fee Programs

We offer asset management services through both wrap fee and non-wrap fee programs. A wrap fee program is defined as an advisory program in which the client pays a specified fee for portfolio management services and trade execution. We receive a portion of the investment advisory fee you pay when you participate in any of the wrap-fee programs we offer.

Wrap fee programs differ from other programs in that the fee structure for wrap programs is all-inclusive, whereas non-wrap fee programs assess trade execution costs that are in addition to the investment advisory fees. A wrap fee program is more expensive when trading activity is low and less expensive when trading activity is higher (such as when an account is established or actively managed). Conversely, a non-wrap fee program is more expensive when trading activity is high and lower when trading activity is less frequent. If the number of transactions in a wrap fee program is low enough, the wrap fee you pay will exceed the stand-alone investment advisory fee and separate brokerage commissions that would otherwise have been charged.

We do not charge our clients higher advisory fees in wrap fee programs based on their trading activity; however you should be aware that we have an incentive to limit our trading activities in your account(s) because we are charged for executed trades.

A wrap fee program may not be appropriate for every client. You should carefully consider and discuss the investment objectives for your account with your IAR to determine whether a wrap or non-wrap fee program is most appropriate.

## Assets Under Management

As of December 31, 2019, the Firm had \$9,271,182,484 in assets under management, of which \$2,083,635,662 is managed on a discretionary basis, and \$7,187,546,822 is managed on a non-discretionary basis.

## Item 5 – Fees and Compensation

### Fees for Asset Management Services

Fees paid to your IAR for investment advisory services (“IAR Fee”) are negotiable. IARs are permitted to offer advisory services and charge fees in accordance with the descriptions detailed in this document. However, the exact services you will receive and the fees you will be charged are dependent upon the complexity of your financial situation, the investment services to be provided, the experience and standard fees charged by your IAR, and the nature and total dollar value of assets maintained in your account.

Advisory programs may have additional fees such as platform fees, transaction fees, fees to third-party investment advisors and clearing and custodial fees that are separate from your IAR’s fee. These fees are outlined in more detail below.

### Galaxy Program

You will pay a fee based upon the value of assets under management in your account. We offer two types of fee schedules generally referred to as “linear fee” or “tiered fee,” with a minimum IAR fee of 0.50% and a maximum IAR fee as outlined below.

Fee Schedule	
Account Value	Maximum Fee
First \$250,000	2.00%
\$250,001 – \$500,000	1.75%
\$500,001 – \$1,000,000	1.50%
\$1,000,001 – \$3,000,000	1.25%
\$3,000,001 +	1.00%

When choosing a linear fee arrangement, you will pay a maximum fee of 2.00% if your total account value is \$250,000 or below, 1.75% if your account value is \$500,000 or below, and so on. In a tiered fee arrangement, once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

Fees are payable quarterly in advance and are calculated based on the account value as of the last business day of the previous quarter. The initial quarterly fee will be based on the initial balance of your account and prorated based on the number of billing days in the initial quarter.

An IAR Fee will not be imposed for 2 years from the date of purchase on mutual fund Class A and B shares that were subject to a commission and sold to you by your IAR on a commission basis in his/her capacity as a registered representative of AIC. In addition, the value of any annuity, investment designated as an “alternative investment product,” or mutual fund Class C shares will be excluded from the IAR fee if you purchased it in a commission-based account through a registered representative of AIC and then transferred it to a Galaxy Program account.

However, if an annuity was purchased at Net Asset Value (“NAV”) (in other words, purchased for no commission), then that annuity will be subject to the IAR Fee. Other securities transferred into your program account, purchased at AIC, or at another broker/dealer, are subject to the investment advisory fee agreed upon in your advisory agreement.

Certain holdings may be excluded from billing as well. You should discuss fee exclusions with your IAR prior to opening an account.

In addition to the IAR fee, you will pay transaction fees for all trades within your account. Transaction fees include AIC's cost based on its clearing firm's fee schedule and a mark up to compensate AIC for the cost of processing the transactions and to add to AIC's revenues. In addition to the transaction charges described above, AIC will charge a confirmation fee for all transactions except no-transaction-fee funds, mutual fund exchanges, and periodic investment/systematic withdrawal plans. If you choose to have confirmations sent to you via mail the confirmation fee is \$6.00 per trade and \$3.00 per trade if sent electronically.

Transaction fees are outlined in the brokerage account agreement you sign with AIC when you establish your advisory account and are subject to change upon 30 days' notice to you.

Your IAR may choose to pay the transaction fees associated with your account. This decision to pay transaction fees on your behalf may be based on a variety of factors such as the level of trading in your account, the size of your account and your overall relationship with the IAR.

### Galaxy Wrap Fee Program

You will pay an annualized fee based upon the value of assets under management in the program. This fee includes all fees and charges for the services of your IAR and transaction fees associated with the purchase and sale of securities in your account. The annualized fee does not include 1) fees for services provided by broker-dealers other than NFS for transactions executed by or through them that settle into or from accounts such as through prime brokerage or trade away services; 2) fees and charges the custodian receives in lieu of commissions, such as, but not limited to, margin interest, electronic funds and wire transfer fees, custody and setup fees for alternative investments, transfer taxes, odd-lot differentials, certificate delivery fees, reorganization fees, fees required by law, and any other similar costs; 3) fees charged by some mutual funds, unit investment trusts (UITs), closed-end funds, and other collective investment vehicles, including but not limited to, fees assessed by the fund such as internal expenses, and short term redemption fees; and 4) mark-ups and mark-downs, spreads paid to market makers, selling concessions and the like received by NFS in connection with transactions they may execute as principals by selling or buying securities to or from clients for its own accounts. Although AIC does not anticipate executing any trades away from NFS in the Galaxy Program, any fees imposed would be in addition to the annualized fee you pay. AIC will charge a confirmation fee for all transactions except no-transaction fee funds, mutual fund exchanges, and periodic investment/systematic withdrawal plans. If you choose to have confirmations sent to you via mail the confirmation fee is \$6.00 per trade and \$3.00 per trade if sent electronically.

We offer two types of fee schedules generally referred to as "linear fee" or "tiered fee," with a minimum IAR fee of 0.50% and a maximum IAR fee as outlined below.

Fee Schedule	
Account Value	Maximum Fee
First \$250,000	2.00%
\$250,001 – \$500,000	1.75%
\$500,001 – \$1,000,000	1.50%
\$1,000,001 – \$3,000,000	1.25%
\$3,000,001 +	1.00%

When choosing a linear fee arrangement, you will pay a maximum fee of 2.00% if your total account value is \$250,000 or below, 1.75% if your account value is \$500,000 or below, and so on. In a tiered fee arrangement, once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay a maximum fee of 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

Fees are payable quarterly in advance and are calculated based on the account value as of the last business day of the previous quarter. The initial quarterly fee will be based on the initial balance of your account and prorated based on the number of billing days in the initial quarter.

An IAR Fee will not be imposed for 2 years from the date of purchase on mutual fund Class A and B shares that were subject to a commission and sold to you by your IAR on a commission basis in his/her capacity as a registered representative of AIC. In addition, the value of any annuity, investment designated as an "alternative investment product," or mutual fund Class C shares will be excluded from the IAR fee if you purchased it in a commission-based account through a registered representative of AIC and then transferred it to a Galaxy Wrap Program account.

However, if an annuity was purchased at Net Asset Value ("NAV") (in other words, purchased for no commission), then that annuity will be subject to the IAR Fee. Other securities transferred into your program account, purchased at AIC, or at another broker/dealer, are subject to the investment advisory fee agreed upon in your advisory agreement.

At the discretion of your IAR, certain holdings may be excluded from billing as well. You should discuss fee exclusions with your IAR prior to opening an account.

We maintain policies and procedures requiring that your IAR always act in your best interest and maintain a supervisory structure to monitor the advisory activities of your IAR in order to reduce potential conflicts of interest.

To the extent a Class A, B or C share transaction fee mutual fund pays a 12b-1 fee, such 12b-1 fees will be credited back to your account. You should verify the accuracy of your advisory fee billings when you receive your account statements.

## Galaxy II Program

You will pay a fee based upon the value of assets under management in your account. We offer two types of fee schedules generally referred to as “linear fee” or “tiered fee,” with a minimum IAR fee of 0.50% and a maximum IAR fee as outlined below.

Fee Schedule	
Account Value	Maximum Fee
First \$250,000	2.00%
\$250,001 – \$500,000	1.75%
\$500,001 – \$1,000,000	1.50%
\$1,000,001 – \$3,000,000	1.25%
\$3,000,001 +	1.00%

When choosing a linear fee arrangement, you will pay a maximum fee of 2.00% if your total account value is \$250,000 or below, 1.75% if your account value is \$500,000 or below, and so on. In a tiered fee arrangement, once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

Fees are paid quarterly in advance and are calculated based on the account value as of the last business day of the previous quarter. The initial quarterly fee will be based on the initial balance of your account and prorated based on the number of billing days in the initial quarter.

An IAR Fee will not be imposed for 2 years from the date of purchase on mutual fund Class A and B shares that were subject to a commission and sold to you by your IAR on a commission basis in his/her capacity as a registered representative of AIC. In addition, the value of any annuity, investment designated as an “alternative investment product,” or mutual fund Class C shares will be excluded from the IAR fee if you purchased it in a commission-based account through a registered representative of AIC and then transferred it to a Galaxy II Program account.

However, if an annuity was purchased at Net Asset Value (“NAV”) (in other words, purchased for no commission), then that annuity will be subject to the IAR Fee. Other securities transferred into your program account, purchased at AIC, or at another broker/dealer, are subject to the investment advisory fee agreed upon in your advisory agreement.

Certain holdings may be excluded from billing as well. You should discuss fee exclusions with your IAR prior to opening an account.

In addition to the IAR fee, you will pay transaction fees to TD Ameritrade for all trades within your account. The maximum fees, commissions and limits are published on TD Ameritrade’s website, may vary by program, location or arrangements with our firm and are subject to change upon 30 days’ notice to you.

## Galaxy II Wrap Program

You will pay an annualized fee based upon the value of assets under management in the program. This fee includes all fees and charges for the services of your IAR and transaction fees associated with the purchase and sale of securities in your account. The annualized fee does not include 1) fees for services provided by broker-dealers other than our approved custodians for transactions executed by or through them that settle into or from accounts such as through prime brokerage or trade away services; 2) fees and charges the custodian receives in lieu of commissions, such as, but not limited to, margin interest, electronic funds and wire transfer fees, custody and setup fees for alternative investments, transfer taxes, odd-lot differentials, certificate delivery fees, reorganization fees, fees required by law, and any other similar costs; 3) fees charged by some mutual funds, unit investment trusts (UITs), closed-end funds, and other collective investment vehicles, including but not limited to, fees assessed by the fund but collected by the custodian such as sales loads and/or other charges and short term redemption fees; and 4) mark-ups and mark-downs, spreads paid to market makers, selling concessions and the like received by the custodians in connection with transactions they may execute as principals by selling or buying securities to or from clients for its own accounts. Although we do not anticipate executing any trades away from the custodian of your account, any fees imposed would be in addition to the annualized fee you pay.

We offer two types of fee schedules generally referred to as “linear fee” or “tiered fee,” with a minimum IAR fee of 0.50% and a maximum IAR fee as outlined below.

Fee Schedule	
Account Value	Maximum Fee
First \$250,000	2.00%
\$250,001 – \$500,000	1.75%
\$500,001 – \$1,000,000	1.50%
\$1,000,001 – \$3,000,000	1.25%
\$3,000,001 +	1.00%

When choosing a linear fee arrangement, you will pay a maximum fee of 2.00% if your total account value is \$250,000 or below, 1.75% if your account value is \$500,000 or below, and so on. In a tiered fee arrangement, once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

Fees are paid quarterly in advance and are calculated based on the account value as of the last business day of the previous quarter. The initial quarterly fee will be based on the initial balance of your account and prorated based on the number of billing days in the initial quarter.

An IAR Fee will not be imposed for 2 years from the date of purchase on mutual fund Class A and B shares that were subject to a commission and sold to you by your IAR on a commission basis in his/her capacity as a registered representative of AIC. In addition, the value of any annuity, investment designated as an “alternative investment product,” or mutual fund Class C shares will be excluded from the IAR fee if you purchased it in a commission-based account through a registered representative of AIC and then transferred it to a Galaxy II Wrap Program account.

However, if an annuity was purchased at Net Asset Value (“NAV”) (in other words, purchased for no commission), then that annuity will be subject to the IAR Fee. Other securities transferred into your program account, purchased at AIC, or at another broker/dealer, are subject to the investment advisory fee agreed upon in your advisory agreement.

Certain holdings may be excluded from billing as well. You should discuss fee exclusions with your IAR prior to opening an account.

### Ameritas Investment Strategies Wrap Fee Program

As a participant in the AIS Program you will pay an annualized fee (“Advisory Fee”) based on the value of the assets under management in your account. The Advisory fee is comprised of a Program Fee and IAR Fee. The Program Fee is 0.30% which includes the Advisory Fee paid to AIP for their services as sub-adviser, our services including administration, operation and supervision of the Program as well as oversight of the sub-adviser and model portfolios available in the program, and transaction fees associated with the purchase and sale of securities in your account. The IAR Fee is the amount of the Advisory Fee paid to your IAR which compensates your IAR for ongoing advice and monitoring of your account. The IAR Fee is a tiered fee which means once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier.

The IAR fee is negotiable depending on the complexity of your financial situation, the investment services to be provided, the experience and standard fees charged by your IAR, and the total dollar value of assets maintained in your account. The Program Fee is not negotiable.

The Advisory Fee does not include 1) fees for services provided by broker-dealers other than our approved custodians for transactions executed by or through them that settle into or from accounts such as through prime brokerage or trade away services; 2) fees and charges the custodian receives in lieu of commissions, such as, but not limited to, margin interest, electronic funds and wire transfer fees, transfer taxes, odd-lot differentials, certificate delivery fees, reorganization fees, fees required by law, and any other similar costs; 3) fees charged by some mutual funds, unit investment trusts (UITs), closed-end funds, and other collective investment vehicles, including but not limited to, fees assessed by the fund but collected by the custodian such as sales loads and/or other charges and short term redemption fees; and 4) mark-ups and mark-downs, spreads paid to market makers, selling concessions and the like received by the custodians in connection with transactions they may execute as principals by selling or buying securities to or from clients for its own accounts. Although we do not anticipate executing any trades away from the custodian of your Account, any fees imposed would be in addition to the Advisory Fee you pay.

The Advisory Fee will be payable monthly in arrears and will be based on the average daily balance of the Account assets under management as of the close of business on each business day as valued by an independent pricing service, where available, or otherwise in good faith.

Advisory Fee			
Account Value	Program Fee	Maximum IAR Fee	Maximum Advisory Fee
\$5,000 – \$250,000	0.30%	2.00%	2.30%
\$250,001 – \$500,000	0.30%	1.75%	2.05%
\$500,001 – \$750,000	0.30%	1.50%	1.80%
\$750,001 – \$1,000,000	0.30%	1.25%	1.55%
\$1,000,001 – \$5,000,000	0.30%	1.00%	1.30%
\$5,000,001 +	0.30%	0.75%	1.05%

### Adviser Managed Retirement Program

As a participant in the AMR Program you will pay an annualized Advisory Fee based on the average daily balance of the Account assets under management at the close of business on each business day as valued by an independent pricing service, where available, or otherwise in good faith. The Advisory Fee will be payable monthly in arrears.

The Advisory fee is comprised of a Program Fee and an IAR Fee. The Program Fee is 0.05% of your Account value and compensates AIC for its services including administration, operation and supervision of the Program. If the Account value is under \$70,000 on December 31, you will pay a \$20 minimum account fee. The IAR Fee is the amount of the Advisory Fee paid to your IAR which compensates your IAR for ongoing advice and the management and monitoring of your Account. The IAR Fee is a tiered fee which means once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. The IAR Fee is negotiable depending on the complexity of your financial situation, the investment services to be provided, and the total dollar value of assets maintained in your Account.

Advisory Fee			
Account Value Tiers*	Program Fee**	Max IAR Fee per Tier*	Max Total Advisory Fee per Tier*
First \$250,000***	0.05%	2.00%	2.05%
\$250,001 – \$500,000	0.05%	1.75%	1.80%
\$500,001 – \$750,000	0.05%	1.50%	1.55%
\$750,001 – \$1,000,000	0.05%	1.25%	1.30%
\$1,000,001 – \$5,000,000	0.05%	1.00%	1.05%
\$5,000,001 +	0.05%	0.75%	0.80%

\*In a tiered fee arrangement, you will pay an IAR fee of up to 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000 and so on.

\*\*Subject to a minimum account fee of \$20 for all account values below \$70,000 as of December 31.

\*\*\*Minimum account size is \$35,000.

### Adviser Managed Solutions Program

As a participant in the AMS Program you will pay an annualized Advisory Fee based on the average daily balance of the Account assets under management at the close of business on each business day as valued by an independent pricing service, where available, or otherwise in good faith. The Advisory Fee will be payable monthly in arrears.

The Advisory fee is comprised of a Program Fee and an IAR Fee. The Program Fee is 0.05% of your Account value and compensates AIC for its services including administration, operation and supervision of the Program. If the Account value is under \$70,000 on December 31, you will pay a \$20 minimum account fee. The IAR Fee is the amount of the Advisory Fee payable by AIC to your IAR which compensates your IAR for ongoing advice and the management and monitoring of your Account.

The IAR Fee is a tiered fee which means once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay up to 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on as set forth in the Advisory Fee table below. The IAR Fee is negotiable depending on the complexity of your financial situation, the investment services to be provided, and the total dollar value of assets maintained in your Account.

Advisory Fee			
Account Value Tiers*	Program Fee**	Max IAR Fee per Tier*	Maximum Advisor Fee per Tier
First \$250,000***	0.05%	2.00%	2.05%
\$250,001 – \$500,000	0.05%	1.75%	1.80%
\$500,001 – \$750,000	0.05%	1.50%	1.55%
\$750,001 – \$1,000,000	0.05%	1.25%	1.30%
\$1,000,001 – \$5,000,000	0.05%	1.00%	1.05%
\$5,000,001 +	0.05%	0.75%	0.80%

\*In a tiered fee arrangement, you will pay up to 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

\*\*Subject to a minimum account fee of \$20 for all account values below \$70,000 as of December 31.

\*\*\*Minimum account size is \$35,000.



### Constellation Wrap Fee Program

You will pay an annualized fee based upon the value of assets under management in the program. This fee includes all fees and charges for the services of your IAR, AIC and transaction fees associated with the purchase and sale of securities in your account. The annualized fee does not include 1) fees for services provided by broker-dealers other than AIC's approved custodians for transactions executed by or through them that settle into or from accounts such as through prime brokerage or trade away services; 2) fees and charges the custodian receives in lieu of commissions, such as, but not limited to, margin interest, electronic funds and wire transfer fees, custody and setup fees for alternative investments, transfer taxes, odd-lot differentials, certificate delivery fees, reorganization fees, fees required by law, and any other similar costs; 3) fees charged by some mutual funds, unit investment trusts (UITs), closed-end funds, and other collective investment vehicles, including but not limited to, fees assessed by the fund but collected by the custodian such as sales loads and/or other charges and short term redemption fees; and 4) mark-ups and mark-downs, spreads paid to market makers, selling concessions and the like received by the custodians in connection with transactions they may execute as principals by selling or buying securities to or from clients for its own accounts. Although we do not anticipate executing any trades away from the custodian of your account, any fees imposed would be in addition to the annualized fee you pay.

We offer two types of fee schedules generally referred to as "linear fee" or "tiered fee," with a minimum IAR fee of 0.50% and a maximum IAR fee as outlined below.

Fee Schedule	
Account Value	Maximum Fee
Up to \$250,000	2.00%
\$250,001 – \$500,000	1.75%
\$500,001 – \$1,000,000	1.50%
\$1,000,001 – \$3,000,000	1.25%
\$3,000,001 +	1.00%

When choosing a linear fee arrangement, you will pay a maximum fee of 2.00% if your total account value is \$250,000 or below, 1.75% if your account value is \$500,000 or below, and so on. In a tiered fee arrangement, once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

Fees are payable quarterly in advance and are calculated based on the account value as of the last business day of the previous quarter. The initial quarterly fee will be based on the initial value of your account and prorated based on the number of billing days in the quarter when your account is established.

### Managed Account Solutions Program

You will pay an annualized fee ("Client Fee") based upon the value of assets under management in the MAS Program. The fees you will pay for the MAS Program ("Client Fee") include the following:

- **IAR Fee:** The amount of the Client Fee paid to the IAR for investment advice to program clients. This amount ranges from 0% to 1.65%, and may depend on several factors, including account size, program selection, sub-manager or third-party provider selection.
- **AAS's Fee:** The amount of the Client Fee retained by us for our services related to ongoing supervision, operation and oversight of the program.
- **Program Fee:** The amount paid from the Client Fee to Envestnet for performance reporting and fee processing, and execution of transactions to buy or sell securities. This amount ranges from 0.01% to 0.05%, and depends on several factors, including account size, program selection, and the selected sub-manager or third-party provider.
- **Manager's Fee:** The amount paid from the Client Fee to Envestnet for payment to sub-managers and third-party providers.

The Client Fee does not include 1) fees for services provided by broker-dealers other than NFS for transactions executed by or through them that settle into or from accounts such as through prime brokerage or trade away services; 2) fees and charges the custodian receives in lieu of commissions, such as, but not limited to, margin interest, electronic funds and wire transfer fees, custody and setup fees for alternative investments, transfer taxes, odd-lot differentials, certificate delivery fees, reorganization fees, fees required by law, and any other similar costs; 3) fees charged by some mutual funds, unit investment trusts (UITs), closed-end funds, and other collective investment vehicles, including but not limited to, fees assessed by the fund but collected by the custodian such as sales loads and/or other charges and short term redemption fees; and 4) mark-ups and mark-downs, spreads paid to market makers, selling concessions and the like received by the custodians in connection with transactions they may execute as principals by selling or buying securities to or from clients for its own accounts. Although we do not anticipate transacting securities through broker/dealers other than NFS, certain third-party managers may do so. Please refer to the third-party money manager's ADV Part 2A for additional information on their trading practices. If you choose to engage in this program, you should read a copy of the MAS Program Brochure, Envestnet's Program Brochure and the ADV Part 2A of any third-party money manager that may be recommended. These documents contain more detailed information on fees and services.

Fee Schedule	
Account Value	Maximum Fee
Up to \$250,000	2.00%
\$250,001 – \$500,000	1.75%
\$500,001 – \$1,000,000	1.50%
\$1,000,001 – \$3,000,000	1.25%
\$3,000,001 +	1.00%

When choosing a linear fee arrangement, you will pay a maximum fee of 2.00% if your total account value is \$250,000 or below, 1.75% if your account value is \$500,000 or below, and so on. In a tiered fee arrangement, once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

Fees are payable quarterly in advance and are calculated based on the account value as of the last business day of the previous quarter. The initial quarterly fee will be based on the initial value of your account and prorated based on the number of billing days in the quarter when your account is established. If you invest or withdraw more than \$10,000 in any MAS Program account after the beginning of the calendar quarter, the Client Fee will be recalculated and pro-rated as of the day of the additional investment.

### Third-Party Advisory Programs

Third-party advisory relationships offered through AAS may impose a minimum dollar value of assets for starting or maintaining an account. Our investment advisory fee is charged as a percentage of assets in your account with a minimum IAR fee of 0.50% and a maximum IAR fee as outlined below. The availability of tiered or linear fee pricing will depend on the investment management firm selected.

Fee Schedule	
Account Value	Maximum Fee
Up to \$250,000	2.00%
\$250,001 – \$500,000	1.75%
\$500,001 – \$1,000,000	1.50%
\$1,000,001 – \$3,000,000	1.25%
\$3,000,001 +	1.00%

In a linear fee arrangement, you will pay a maximum fee of 2.00% if your account value is \$250,000 or below, 1.75% if your account value is \$500,000 or below, and so on. In a tiered fee arrangement, once the value of your Account assets meets the next tier, the new rate will be applied to all assets above the tier up to the next tier. For example, you will pay a maximum fee of 2.00% on the first \$250,000 in assets, 1.75% on the next \$250,000, and so on.

In addition to the fee we charge for advisory services you will be charged a management fee pursuant to your agreement with the third-party investment manager. If you engage in any of these programs, you should read a copy of the program agreement and any relevant disclosure documents for detailed information about services, fees, and account minimums.

### Solicitor Programs

We work with a variety of third-party investment managers on a solicitor basis, whereby IARs may recommend that clients utilize services provided by such investment managers and receive compensation for this recommendation and ongoing client relationship management services in the form of an ongoing referral fee. All solicitor agreements follow the Investment Advisers Act Rule 206(4)-3. Clients in solicitor programs will be given full written disclosures describing the potential conflict of interest, as well as the terms and fee arrangements between AAS and the third-party investment manager prior to or at the time of referral.

### Financial Planning and Consulting

Financial planning and consulting services are charged an hourly fee or a flat rate, and either on a one-time or ongoing basis, depending on your choice and individualized needs. Customized business and financial planning services may also be available on a negotiated basis or in accordance with a fixed fee schedule depending on the service involved from individual IARs.

One-time financial planning fees are typically collected as follows: 50% of the agreed upon fee is payable in advance of services, with the remaining 50% due upon delivery of the plan. In certain situations, your IAR may allow you to pay 100% of the agreed upon fee upon delivery of the plan. You also may elect to pay up to 100% of the fee prior to delivery of plan. If the financial planning agreement is terminated within five (5) business days from the date of inception, all fees paid in advance will be refunded. If the agreement is terminated at any other time, any prepaid and unearned fees will be returned to you.

You can pay ongoing financial planning and consulting services by check, credit card, debit card, ACH or by having us deduct fees from a designated account. Based on your agreement with your IAR, fees will be billed monthly, quarterly, or semi-annually. Fees paid semi-annually must be paid in arrears if they exceed \$1,200. Hourly fees cannot exceed \$500 per hour and will be billed as earned. Your IAR may charge you for travel expenses, however you must agree to pay these expenses in advance. Any mileage fees cannot exceed the IRS Standard Mileage Rate in effect as the date of the travel.

**Portfolio Advisor (Closed to New Clients)**

Portfolio Advisor provides on-going analysis of your current investment portfolio for a flat or asset-based fee. Please note that you agree to monitor the asset value in the account. If the asset value drops such that the flat fee charged increases to a percentage that is unacceptable to you, you must contact your IAR to discuss options. Neither your IAR nor AAS will be responsible for monitoring for a decrease in value and corresponding increase in percentage of fee if the flat fee option is elected by you. Separate transaction charges will be assessed for general securities trades, as well as for the purchase or redemption of certain mutual fund shares, as set forth in the Custodial Agreement referred to in the Portfolio Advisor Agreement. Portfolio Advisor does not have a minimum account size. You may choose to pay a flat fee provided the fee falls within the below stated ranges based upon the value of the account.

Account Value	Maximum Fee Schedule
First \$250,000	2.00%
Next \$250,000	1.75%
Next \$500,000	1.50%
Next \$1,500,000	1.25%
Next \$2,500,000	1.00%
Above \$5,000,000	Negotiable

**Retirement Plan Advisory Services**

When IARs provide advisory services to ERISA plans, fees will be charged based upon guidelines we set. The type of plan, number of plan participants, and plan asset size are all factors considered when determining fees. Fees are negotiable under certain circumstances. Any compensation exceeding the fee guidelines must be approved by the Firm and will be based upon industry standards as well as the services provided. If the Firm believes such compensation to be reasonable an exception may be made, however the IAR fee may not exceed 2%.

Account Value	Fee Guideline
Under \$3,000,000	1.25%
\$3,000,000 – \$10,000,000	0.75%
\$10,000,000 – \$50,000,000	0.25%

AAS and our IARs who act as a fiduciary by providing investment advice for ERISA plans are generally prohibited from receiving both an advisory fee and any transaction-based compensation, unless in compliance with applicable prohibited transaction exemptions under ERISA or the Internal Revenue Code or authorized by the U.S. Department of Labor.

**Advantage Advisory Program (AAP) (Closed to New Clients)**

The type of plan, number of plan participants, and plan asset size are all factors considered when determining fees. Fees are negotiable under certain circumstances. The maximum annual advisory fee for AAP is shown in the table below:

Account Value	Annual Maximum Fee
First \$500,000	1.75%
Next \$500,000	1.50%
Next \$1,000,000	1.25%
Above \$2,000,000	1.00%

There are no sales charges incurred or any brokerage commissions associated with the investment company securities transactions in AAP.

In addition to the advisory fee, if ALIC acts as recordkeeper of the plan, a recordkeeping fee will be deducted from your Account. Revenue from those funds that have revenue sharing arrangements with ALIC will be invested in a money market fund until they will be used to offset plan expenses or reallocated to all participants in the plan on a prorated basis, at the discretion of the plan trustee.

If you engage in this program, you should read a copy of the AAP disclosure brochure for further details on services and fees.

**Fee Payment Methods and Frequency**

Fees for advisory services may vary from client to client based on the type and level of service provided and under certain circumstances may be waived. The minimum account size requirements may be waived for certain accounts. Fees for general financial planning services and specific advisory services are based on an hourly fee or by specific project. If you engage in any third-party advisory programs we offer, you should read a copy of the program agreement and any relevant disclosure documents for detailed information about fees.

When advisory fees are billed quarterly in advance, payment of fees is based upon a pro-rated calculation in the first billing period. Fees are generally deducted from the client's account but may be paid by separate check. Fees for comparable services may be higher or lower if you obtain them from other sources. The fees charged will be incorporated into a written Investment Advisory Agreement signed by the client.

One-time financial planning and wealth management fees are typically collected as follows: 50% of the agreed upon fee is payable in advance of services, with the remaining 50% due upon delivery of the plan. In certain situations, your IAR may allow you to pay 100% of the agreed upon fee upon delivery of the plan. You also may elect to pay up to 100% of the fee prior to delivery of plan.

### Other Fees

You may be subject to fees charged by the mutual funds (i.e. 12b-1 fees) included in your portfolio as set forth in the prospectus for each security. If AIC, when acting as a broker-dealer, receives 12b-1 fees from the mutual funds purchased in your account, these 12b-1 fees will be credited to your account. If you elect to purchase mutual funds through third party broker-dealers or custodial platforms, such as Charles Schwab & Co. Inc., Fidelity Brokerage Services, LLC and TD Ameritrade, these 12b-1 fees will be retained by the third-party broker-dealer or custodial platform. In most cases, mutual fund companies offer multiple share classes of the same mutual fund. Some share classes of a fund charge higher internal expenses, whereas other share classes of a fund charge lower internal expenses. Institutional and advisory share classes typically have lower expense ratios and are less costly for a client to hold than Class A shares or other share classes that are eligible for purchase in an advisory account. Mutual funds that offer institutional share classes, advisory share classes, and other share classes with lower expense ratios are available to investors who meet specific eligibility requirements that are described in the mutual fund's prospectus or its statement of additional information. These eligibility requirements include, but may not be limited to, investments meeting certain minimum dollar amounts and accounts that the fund considers qualified fee-based programs. The lowest-cost mutual fund share class for a particular fund may not be offered through third-party broker-dealers or custodial platforms. Clients should never assume that they will be invested in the share class with the lowest possible expense ratio or cost. We strongly encourage clients to discuss with their advisor whether lower-cost share classes are available in their particular program account. Clients should also ask their advisor why the particular funds or other investments that will be purchased or held in their managed account are appropriate for them in consideration of their expected holding period, investment objective, risk tolerance, time horizon, financial condition, amount invested, trading frequency, the amount of the advisory fee charged, whether the client will pay transaction charges for fund purchases and sales, whether clients will pay higher internal fund expenses in lieu of transaction charges that could adversely affect long-term performance, and relevant tax considerations. Your IAR may recommend, select, or continue to hold a fund share class that charges you higher internal expenses than other available share classes for the same fund.

The purchase or sale of transaction-fee ("TF") funds will result in the assessment of transaction charges to you, your IAR, or us. Although no-transaction-fee ("NTF") funds do not assess transaction charges, most NTF funds have higher internal expenses than funds that do not participate in an NTF program. These higher internal fund expenses are assessed to investors who purchase or hold NTF funds.

Depending upon the frequency of trading and hold periods, NTF funds may cost you more, or may cost us or your advisor less, than mutual funds that assess transaction charges but have lower internal expenses. In addition, the higher internal expenses charged to clients who hold NTF funds will adversely affect the long-term performance of their accounts when compared to share classes of the same fund that assess lower internal expenses.

Additionally, if you invest in certain products such as mutual funds and variable insurance contracts, you will pay two levels of management fees, the direct management fee to us and an indirect management fee as a product expense through the investment product. You would not incur our direct management fee by investing directly in mutual funds or variable insurance products. In that case, you would not receive the services we provide which are designed, among other things, to assist you in determining which investments, investment strategies or programs may be most appropriate for your circumstances.

Variable annuities and variable universal life insurance ("VUL") policies purchased under the Adviser Managed Solutions, Galaxy, Galaxy Wrap, Galaxy II or Galaxy II Wrap Programs are no-load, though there are separate fees and expenses associated with such annuities, plus underlying investment option expenses. Some charges are assessed against the variable annuity or VUL (such as maintenance and transfer fees and tax charges) and some may be assessed on the sub-account investment options (mortality and expense risk charges and administrative charges). You should always read the variable annuity or VUL prospectus carefully before sending money to us or the insurer.

We charge administrative fees that pay for fee calculation, fee deduction, invoicing, performance reporting, rebalancing of accounts, portfolio management services, due diligence and supervision. These administrative fees reduce the amount your IAR receives on either an asset-based charge or subscription-based charge as determined by AAS and your IAR.

Depending upon the program selected, you may pay brokerage or other transaction costs associated with the management of your account. Please refer to Section 12-Brokerage Practices for more information.

### Advance Payment of Fees and Fee Refunds

You may terminate an Investment Advisory Agreement without penalty within (5) business days after entering into the Agreement. Fees for advisory services generally are charged up front. If you terminate your agreement, any unearned advisory fees will be returned to you. If you engage in any third-party advisory programs we offer, you should read a copy of the program agreement and any relevant disclosure documents for detailed information about fees.

If a financial planning and wealth management agreement is terminated within five (5) business days from the date of inception, all fees paid in advance will be refunded. If the agreement is terminated at any other time, any prepaid and unearned fees will be returned to you.

### Compensation for the Sale of Securities or Other Investment Products

Your IAR may recommend the purchase of variable insurance contracts on a fee basis or on a commission basis, when acting in their separate capacities as registered representatives of AIC, which are issued by Ameritas Life Insurance Corp. ("ALIC") and for which AIC is the distributor and lead underwriter. As a result of these arrangements, AIC will act in multiple capacities with respect to the services it provides which results in conflicts of interest. For example, an IAR may recommend the purchase of variable insurance products issued by ALIC, or financial services available through our affiliates. If you choose to implement these recommendations, the investments would be purchased through AIC and in turn AIC, an affiliate, and an AIC Registered Representative or Investment Adviser Representative would receive compensation and/or commissions as a result of the sale of the insurance or other financial products recommended.

If you purchase an ALIC variable annuity or life insurance policy your IAR may recommend that you select Calvert Variable Products, Inc. Funds ("Calvert VP Funds") or Calvert Variable Series, Inc. Funds ("Calvert Funds") as investment options within the contract or policy. AIP is an affiliate of AIC and the sub-adviser for certain Calvert VP Funds and Calvert Funds receives a fee for these services. In cases where AIC and AIP both receive advisory fees for assets invested in no-load annuity contracts issued by ALIC, the advisory fee billed to your account will be reduced by the amount of advisory fees earned by AIP.

AIC acts as the principal underwriter for variable annuities and variable insurance policies issued by ALIC. In its role as lead underwriter, AIC receives a distributor fee for these services if the variable annuity or variable insurance policy is sold on a commission basis. Due to the conflict of interest resulting from receipt of distribution fees paid from premium loads, if you invest in a fee based variable annuity or variable insurance policy, ALIC pays AIC for serving as underwriter from its assets or surpluses in its general account rather than through a premium load. Additional information regarding distribution of ALIC products may be found in the product prospectus available from ALIC or your IAR.

Each investment company in which your funds are invested may charge fees for investment advisory services and for other expenses. These expenses are in addition to the fees we charge. A client could invest in a mutual fund directly or through other broker dealers not affiliated with AIC. In that case, the client would not receive the services we provide 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 the fees we charge to fully understand the total amount of fees to be paid by the client and thereby evaluate the advisory services being provided. Complete information regarding mutual fund charges and expenses is disclosed in the investment company prospectus.

IARs who provide financial planning services may also receive commissions from AIC or its affiliates in their separate capacity as registered representatives of AIC in connection with the sale of recommended financial products. Receiving such commissions creates a conflict of interest for the IAR and our firm. Accordingly, we monitor and supervise these activities to ensure recommendations of financial products are suitable based upon your financial needs, investment objectives and risk tolerance.

You have the unrestricted right to select and choose any broker or dealer and/or insurance company you wish. Advice offered to our advisory clients is generally provided in the form of recommendations that you may or may not choose to implement. In certain programs, you may grant discretionary authority to us, your IAR, or a third-party money manager. In these instances, your ability to choose whether recommendations are implemented may be limited.

As further described in Item 12-Brokerage Practices, AIC adds a markup to transaction costs and other brokerage account charges and fees that are assessed to client accounts participating in the programs it sponsors. We do not reduce our advisory fees to offset these costs. This creates a conflict of interest for us in that it is more profitable to AIC if clients and IARs utilize AIC for execution of securities brokerage transactions.

AIC also retains net profits that result from the correction of trade errors in program accounts. All losses incurred by clients, due to error, will be removed from either the IAR's compensation or AIC's revenues, depending on the cause of error.

An IAR Fee will not be imposed for 2 years from the date of purchase on mutual fund Class A and B shares that were subject to a commission and sold to you by your IAR on a commission basis in his/her capacity as a registered representative of AIC. In addition, the value of any annuity, investment designated as an "alternative investment product," or mutual fund Class C shares will be excluded from the IAR fee if you purchased it in a commission-based account and then transferred it to an Adviser Managed Solutions, Galaxy or Galaxy Wrap, Galaxy II or Galaxy II Wrap Program account.

Other securities transferred into your program account, purchased at AIC, or at another broker/dealer, are subject to the investment advisory fee agreed upon in your advisory agreement.

AIC maintains policies and procedures requiring that your IAR always act in your best interest and maintains a supervisory structure to monitor the advisory activities of your IAR to reduce potential conflicts of interest.

To the extent a Class A, B or C share transaction fee mutual fund pays a 12b-1 fee, such 12b-1 fees will be credited back to your account. It is recommended that you verify the accuracy of your advisory fee billings when you receive your account statements.

## Retirement Plan Rollovers

When leaving an employer you typically have four options regarding your existing retirement plan: (1) leave the assets in the former employer's plan, if permitted, (2) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (3) roll over the assets to an Individual Retirement Account ("IRA"), or (4) take a full withdrawal in cash, which would result in ordinary income tax and a penalty tax if you are under age 59 1/2.

If your IAR recommends that you roll over your 401(k) or other qualified plan assets to an IRA, this rollover recommendation presents a conflict of interest in that we and your IAR would receive compensation (or may increase current compensation) when investment advice is provided following your decision to roll over your plan assets.

Your IAR will discuss your retirement plan options including retention of your 401(k) or qualified plan assets with your current plan, if allowed. Prior to making a decision you should carefully review the information regarding your rollover options and are under no obligation to rollover retirement plan assets to an account managed by us.



## Item 6 – Performance Based Fees and Side-By-Side Management

We do not generally charge performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client). On a very limited basis, IARs may receive performance-based fees for their investment advisory services, but these services are limited to specific clients and are negotiable. The performance-based fee is based on the excess return of the net assets under management against a baseline return. The baseline is fixed but may be modified by us due to changes in average market conditions over time; however, clients will receive written notice of any change prior to any modification and may opt out of the program by terminating their agreement.

Performance-based fees create certain inherent conflicts of interest. Specifically, performance-based fees create an incentive for the IAR to take risks in managing assets that they may not otherwise take in the absence of such arrangements. To minimize this conflict of interest, the performance-based fee includes a base-advisory fee calculated on assets under management, so that the IAR's incentive to grow capital is appropriately balanced with an incentive to preserve capital. Since performance-based fees reward the IAR for strong performance in accounts which are subject to such fees, the IAR may have an incentive to favor clients who pay performance-based fees over clients that pay fees based solely on the amount of assets under management in their account. AIC actively monitors accounts managed by IARs with performance-based fee arrangements to ensure that discretionary trades in individual securities executed by the IAR are aggregated and allocated to client accounts based upon the average price of the securities purchased or sold.

## Item 7 – Types of Clients

Clients may be individuals, pension and profit-sharing plans, trusts, estates, charitable organizations and corporations or other business entities.

### Minimum Investment Amounts Required

Minimum investment amounts required for our programs are dependent upon the program selected, range of services provided, and investments offered in the specific program. The following is a chart of account minimums in the various managed account programs we sponsor.

Program Name	Account Minimum
Galaxy	\$50,000
Galaxy Wrap	\$250,000
Galaxy II	\$25,000
Galaxy II Wrap	\$25,000
Ameritas Investment Strategies	\$5,000
Adviser Managed Retirement	\$35,000
Adviser Managed Solutions	\$35,000
Constellation	\$25,000
Managed Account Solutions	Varies
Retirement Plan Advisory	No minimum
Advantage Advisory Program	No minimum

Third-party advisory programs each have their own account minimums which are further outlined in the respective advisory program manager's brochure.

We do not have a minimum account size for financial planning and consulting services.

## Item 8 – Methods of Analysis, Investment Strategies, and Risk of Loss

### Method of Analysis and Investment Strategies

Each IAR has the independence to take the approach that he or she believes is most appropriate when analyzing investment products and strategies for clients. The IAR chooses his or her own research methods, investment style and management philosophy. It is important to note that no methodology or investment strategy is guaranteed to be successful or profitable.

When developing recommendations for you, IARs compare your financial goals with your investment risk tolerance and the risk and potential return of a specific investment. IARs have wide latitude in designing investment strategies.

Investing in securities involves risks that investors should be sure they understand and should be prepared to bear. No investment strategy will guarantee a profit or prevent losses. As a firm, we do not favor any specific method of analysis over another, and therefore would not be considered to have one approach deemed to be a "significant strategy." There are, however, a few common approaches that may be used in the course of providing advice to clients as described below:

- **Asset Allocation:** An investment strategy that aims to balance risk and reward by allocating assets among a variety of asset classes. At a high level, there are three main asset classes—equities (stocks), fixed income (bonds), and cash or cash equivalents—each of which have different risk and rewards. Asset classes are further divided into domestic and foreign investments with equities divided into small, mid and large capitalization. Bonds have varying durations and credit quality. By diversifying a portfolio amongst a wide range of asset classes, investors seek to reduce (but not eliminate) the overall risk of a portfolio through avoiding overexposure to any one asset class during various market cycles.

- **Fundamental Analysis:** A method of evaluating a security that involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure what is deemed to be the true value of the company's stock compared to the current market value. The end goal of performing fundamental analysis is to produce a value that an investor can compare to the security's current price and whether the security is over or under priced.
- **Technical Analysis:** A method of evaluating securities by studying past price patterns and trends in the financial markets in an attempt to predict the direction of the overall market, specific stocks or both. Technical analysts do not attempt to measure a security's intrinsic value. Instead they use charges and other tools to identify patterns that suggest future activity. When looking at individual equities, a person using technical analysis generally believes that performance of the stock, rather than performance of the company itself, has more to do with a company's future stock price.
- **Cyclical Analysis:** A type of technical analysis that involves evaluating recurring price patterns and trends with the goal buying or selling securities based upon expected price movements or "market timing." The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

## Risk Factors

As mentioned above, regardless of the strategy or analysis used, all investments carry the risk of loss including the loss of principal invested. Some risks may be avoided or mitigated, while others are completely unavoidable. Some of the common risks you should consider prior to investing include, but are not limited to:

**Interest Rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

**Market Risk:** Securities valuations may fall for a variety of reasons, including economic, political, social, financial, widespread business continuity events (e.g. natural disasters, pandemics, etc.) and issuer-based factors, causing prices of stocks, bonds, and other securities in investment portfolios to fall.

**ETF Risks, including Net Asset Valuations and Tracking Error:** ETF performance may not exactly match the performance of the index or market benchmark that the ETF is designed to track ("tracking error") because 1) the ETF will incur expenses and transaction costs not incurred by any applicable index or market benchmark; 2) certain securities comprising the index or market benchmark tracked by the ETF may, from time to time, temporarily be unavailable; and 3) supply and demand in the future for either the ETF and/or for the securities held by the ETF may cause the ETF shares to trade at a premium or discount to the actual net asset value of the securities owned by the ETF. Certain ETF strategies may from time to time include the purchase of fixed income, commodities, foreign securities, American Depositary Receipts, or other securities for which expenses and commission rates could be higher than normally charged for exchange-traded equity securities, and for which market quotations or valuation may be limited or inaccurate.

An ETF typically includes embedded expenses that reduce the fund's net asset value and therefore directly affect the fund's performance, a client's portfolio performance and index benchmark comparison. Expenses of the fund generally include investment adviser management fees, custodian fees, brokerage commissions, and legal and accounting fees. ETF expenses can change from time to time at the sole discretion of the ETF issuer. ETF tracking errors and expenses may vary.

**Inflation Risk:** If any type of inflation is present, a dollar today will not buy as much as a dollar at the same subsequent time, because purchasing power is eroded at the rate of inflation. Inflation tends to erode returns on investments, as well.

**Portfolio Turnover Risk:** Active and frequent trading of securities and financial instruments in a portfolio can result in increased transaction costs, including potentially substantial brokerage commissions, fees, and other transaction costs. In addition, frequent trading is likely to result in short-term capital gains tax treatment. As a result of portfolio turnover, the performance of a portfolio can be adversely impacted.

**Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

**Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (e.g. interest rate). This primarily relates to fixed income securities.

**Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it (a lengthy process) before they can generate a profit. They have a greater uncertainty of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

**Financial Risk:** Excessive borrowing to finance a business's operations increases the uncertainty of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

**Liquidity Risk:** When consistent with a client's investment objectives, guidelines, restrictions and risk tolerances, we may invest portions of Client portfolios in illiquid securities, subject to applicable investment standards. Investing in an illiquid (difficult to trade) security may restrict our ability to dispose of such investments in a timely fashion or at an advantageous price, which may limit the ability to take full advantage of market opportunities and result in delays in liquidity risk.

**Fixed Income Risks:** Portfolios that invest in fixed income securities are subject to several general risks, including interest rate risk, credit risk, and market risk, which could reduce the yield that an investor receives from his or her portfolio. These risks may occur from fluctuations in interest rates, a change to an issuer's individual situation or industry, or events in the financial markets.

**High Yield Fixed Income Securities Risk:** Investments in high-yielding, non-investment grade bonds (often referred to as “Junk Bonds”) involve higher risk than investment grade bonds. Adverse conditions may affect the issuer’s ability to make timely interest and principal payments on these securities.

**Foreign, Emerging Markets Risk:** Investments in these types of securities have considerable risks. Risks associated with investing in foreign securities include fluctuations in the exchange rates of foreign currencies that may affect the U.S. dollar value of a security, the possibility of substantial price volatility as a result of political and economic instability in the foreign country, less public information about issuers of securities, different securities regulation, different accounting, auditing and financial reporting standards and less liquidity than in the U.S. markets.

**Structured Products Risk:** These products are often complex and involve a significant amount of risk and should only be offered to Clients who have carefully read and considered the product’s offering documents, as they are often times based on derivatives. Structured products are intended to be “buy and hold” investments and are not liquid instruments.

**Derivatives (Options) Risk:** Options involve risks and are not suitable for everyone. Option trading can be speculative in nature and carry substantial risk of loss, including the loss of principal.

**Small/Mid Cap Risk:** Stocks of small or mid-sized companies may have less liquidity than those of larger, established companies and may be subject to greater price volatility and risk than the overall stock market

**Non-Diversification Risk:** Investments that are concentrated in one or few industries or sectors may involve more risk than more diversified investments, including the potential for greater volatility.

**American Depository Receipts (ADRs):** Positions in those securities are not necessarily denominated in the same currency as the common stocks into which they may be converted. ADRs are receipts typically issued by an American bank or trust company evidencing ownership of the underlying securities. Generally, ADRs, in registered form, are designed for the U.S. securities markets. An account may invest in sponsored or unsponsored ADRs. In the case of an unsponsored ADR, a Fund is likely to bear its proportionate share of the expenses of the depository and it may have greater difficulty in receiving shareholder communications than it would have with a sponsored ADR.

The above list of risk factors does not purport to be a complete list or explanation of the risks involved in an investment strategy. You are encouraged to consult your financial advisor, legal counsel and tax professional on an initial and continuous basis in connection with selecting and engaging in the services provided by us. In addition, due to the dynamic nature of investments and markets, strategies may be subject to additional and different risk factors not discussed above. Your investments are not bank deposits, are not insured or guaranteed by any governmental agency, entity, or person, unless otherwise noted and, as such, may lose value.

## Item 9 – Disciplinary Information

This item provides information related to legal or disciplinary events that may be material to your evaluation of our firm or the integrity of our management. Materiality is subject to our discretion, and/or as defined by the SEC for purposes of this disclosure document. We are a federally registered investment adviser and broker dealer.

1. On March 9, 2020 AIC executed an Acceptance, Waiver and Consent (“AWC”) which FINRA accepted on March 25, 2020. The AWC recited that between February 10, 2018 and August 20, 2018 AIC provided underwriting services for a municipal issuer with which it had an active “blanket” financial advisory agreement, and thereby acted simultaneously as the issuer’s financial advisor and its underwriter, in violation of MSRB Rule G-23. AIC attempted to mitigate potential conflicts of interest by stating in the advisory agreement that it (a) would serve as underwriter only if the issuer consented to that role in writing; and (b) would not accept compensation as a financial advisor for issuances where it was also acting as an underwriter. That attempted mitigation failed to address the conflict created for AIC by serving as underwriter for an issuer with which it had a blanket financial advisory agreement and, thus, a financial advisory relationship. Without admitting or denying the FINRA allegations, AIC agreed to a censure and to pay a fine to FINRA of \$10,000.
2. In April 2019, AIC entered into a Stipulation and Waiver with the California Department of Insurance (the “Department”) under which AIC was issued a restricted license. AIC may petition to have such restrictions removed on or after January 1, 2022 provided there has not been a justified complaint against AIC or any pending investigations or disciplinary actions against AIC. AIC further agreed to reimburse the Department for costs associated with the issuance of the restricted license. A copy of this action will be posted on the Department’s website at [www.insurance.ca.gov](http://www.insurance.ca.gov).
3. In March 2019, AIC consented to an SEC order stating that AIC willfully violated Section 206(2) and Section 207 of the Advisers Act by failing to explicitly disclose AIC’s conflicts of interest related to receipt of 12b-1 fees and its recommendation or selection of 12b-1 fee paying mutual funds in advisory accounts. AIC self-reported this conduct to the SEC pursuant to the Share Class Selection and Disclosure (“SCDC”) Initiative. AIC was censured, agreed to cease and desist from committing or causing any violations or future violations of Sections 206(2) and 207 of the Advisers Act, ordered to pay disgorgement of \$3,056,804 and prejudgment interest of \$332,370 to affected investors, and to comply with certain undertakings including reviewing and updating, where necessary, the adequacy of all relevant disclosure documents concerning mutual fund share class selection and 12b-1 fees; evaluating whether existing clients should be moved to lower cost share classes; as well as reviewing its policies and procedures to ensure they are reasonably designed to prevent violations of the Advisers Act in connection with disclosures regarding mutual fund share class selection. The SCDC Initiative was a voluntary initiative in which the SEC encouraged investment advisers to self-report violations involving receipt of 12b-1 fees and adequacy of the disclosures arising from the resulting conflicts of interest. Additional information regarding the SCDC Initiative may be found at <https://www.sec.gov/enforce/announcement/scsd-initiative>.
4. In October 2017, Ameritas Investment Company, LLC, without admitting or denying the findings, executed an Acceptance, Waiver and Consent (AWC) which FINRA accepted on November 8, 2017. The AWC recited that FINRA found that AIC failed to establish, maintain and enforce policies or provide sufficient guidance to registered representatives and principals on the sale of multi-share class VA’s, particularly the combination of L-share contracts with long-term income riders. Further, FINRA alleged that AIC failed to reasonably supervise equity securities commissions charged by representatives that were at a four percent rate to determine whether such commissions were reasonable and fair given

considerations outlined in Rule 2121. Without admitting or denying the FINRA allegations, AIC agreed to a censure and to pay a fine to FINRA of \$180,000.

5. In January 2017, FINRA censured and fined AIC \$145,000 for allegedly failing to supervise recommendations to liquidate a security in order to purchase equity indexed annuities, and to record the resulting transactions over a period of more than two years. The findings stated that AIC, without adequate supervision, mistakenly treated those recommendations and transactions as outside business activities. In mid-2016, AIC resumed supervising and recording the sales of equity indexed annuities.
6. In October 2016, FINRA censured and fined AIC \$50,000 for allegedly failing to maintain a sufficient supervisory system to monitor requests from representatives to change customer addresses of record and to disburse funds to a customer's new address. In November 2008, one of AIC's representatives asked the firm to change a customer's address of record to the representative's business address. Simultaneously, the representative asked that the firm disburse funds from the client's account to the new address of record. In accordance with securities laws and regulations, AIC notified the client of the address change by mailing a letter to the client's old address of record. The representative misappropriated the client's funds through disbursements. The client did not authorize either the address change or the disbursement of funds. AIC detected the improper activity in June 2014, at which time AIC immediately terminated the representative, reimbursed the customer's losses in full, and modified policies governing customer address changes, prior to entering into a settlement with FINRA.
7. In October 2015, FINRA censured and fined AIC \$150,000 for allegedly failing to apply sales charge discounts to certain customers' eligible purchases of Unit Investment Trusts ("UITs") in violation of FINRA Rule 2010, and for allegedly failing to establish, maintain, and enforce a supervisory system and written supervisory procedures designed to ensure customers received sales charge discounts on eligible UIT purchases in violation of NASD Conduct Rule 3010 and FINRA Rule 2010. Prior to entering into a settlement with FINRA, AIC voluntarily paid restitution to all affected clients in the aggregate amount of \$128,544.
8. In September 2015, the Securities and Exchange Commission announced that AIC agreed to a settlement of allegations pursuant to the Commission's Municipal Continuing Disclosure Cooperation ("MCDC") Initiative that, in connection with AIC's underwriting of certain municipal securities offerings, it willfully violated Section 17(a)(2) of the Securities Act of 1933. AIC agreed and consented to: (A) cease and desist from committing or causing any violations of Section 17(a)(2) of the Securities Act, (B) pay a civil money penalty in the amount of \$200,000, and (C) comply with certain undertakings. The MCDC was a voluntary initiative in which the SEC encouraged municipal issuers and underwriters to self-report violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 of the Securities Exchange Act of 1934.
9. In March 2015, the State of New Jersey found an Ameritas Life agent to have sold, solicited, and/or negotiated Ameritas insurance products in an unfair, deceptive, misleading, and/or fraudulent manner, and that Ameritas Life Insurance Corp. assisted and/or facilitated those acts. As a result of the finding, Ameritas Life Insurance Corp. has stated that they shall offer penalty-free rescissions and full refunds of all payments and premium including any withdrawal charges and other payments or fees paid on all policies and contracts identified in the order.
10. In April 2014, the State of Iowa Insurance Division fined AIC \$10,000 for allegedly selling unsuitable non-exchange traded limited partnership investments, and failure to reasonably supervise the activities of the registered representative selling that product.
11. In December 2010, the State of South Dakota, Department of Revenue and Regulation, Division of Securities fined AIC \$10,000 for allegedly employing home office suitability principals at certain times between May 2007 - November 2008 who were not registered in South Dakota.

## Item 10 – Other Financial Industry Activities and Affiliations

We are part of the Ameritas Mutual Holding Company family of companies. The Ameritas Holding Company (AHC) has direct 100% ownership of both AIP and the Ameritas Life Insurance Corp. ("ALIC"); ALIC has direct 100% ownership of Ameritas Life Insurance Corp. of New York (Ameritas Life of NY), Variable Contract Agency, LLC and AIC. A significant percentage of time of our executive personnel is spent on activities other than fee-based investment supervisory asset management services.

We are both a registered broker/dealer and an investment adviser with the Securities and Exchange Commission. Many of our management persons are registered representatives of AIC. Most IARs are also registered representatives of AIC and may be individually licensed as insurance agents or serve as agents of ALIC or their affiliates in the sale of traditional and variable insurance products. We offer a variety of approved products and services to our IARs to serve your needs.

AIC is the distributor and lead underwriter for variable insurance products issued by ALIC. As a result of these arrangements, AIC will act in multiple capacities with respect to the services it provides which results in conflicts of interest. AIC acts as the principal underwriter for variable annuities and variable insurance policies issued by ALIC. In its role as lead underwriter, AIC receives a distributor fee for these services if the variable annuity or variable insurance policy is sold on a commission basis. Due to the conflict of interest resulting from receipt of distribution fees paid from premium loads, if you invest in a fee based variable annuity or variable insurance policy, ALIC pays AIC for serving as underwriter from its assets or surpluses in its general account rather than through a premium load. Additional information regarding distribution of ALIC products may be found in the product prospectus available from ALIC or your IAR.

ALIC honors the right to examine statutes with regard to the termination of variable insurance products purchased in an advisory account. There is a 10 day right to examine the contract. If the owner is dissatisfied with the contract for any reason, it may be returned to ALIC within 10 days from the date it is delivered. You will receive a full refund of your policy value. However, where required by certain states, or if your contract was issued to an individual retirement account, you will receive either the premium paid or your contract value, whichever amount is greater.

ALIC offers a variety of insurance products and benefits to retail customers and businesses. AIC representatives, in their capacity as insurance agents appointed with ALIC may recommend these insurance products to you. The compensation received by ALIC and its agents is a potential conflict of interest.

In addition to IARs of AIC, ALIC has multiple channels of distribution for the insurance products they issue. If our associates are acting as independent insurance agents, they are not precluded from offering insurance products from unaffiliated insurance companies.



If you purchase an ALIC variable annuity or life insurance policy your IAR may recommend that you select Calvert Variable Products, Inc. Funds (“Calvert VP Funds”) or Calvert Variable Series, Inc. Funds (“Calvert Funds”) as investment options within the contract or policy. AIP is an affiliate of the firm, and as the sub-adviser for certain Calvert VP Funds and Calvert Funds receives a fee for these services. In cases where we and AIP both earn advisory fees for assets invested in no-load annuity contracts issued by ALIC, the advisory fee billed to your account by AAS will be reduced by the amount of advisory fees earned by AIP. AIC acts as the principal underwriter for variable annuities and variable insurance policies issued by ALIC. In its role as lead underwriter, AIC receives a distributor fee for these services if the variable annuity or variable insurance policy is sold on a commission basis. Due to the conflict of interest resulting from receipt of distribution fees paid from premium loads, if you invest in a fee based variable annuity or variable insurance policy, ALIC pays AIC for serving as underwriter from its assets or surpluses in its general account rather than through a premium load. Additional information regarding distribution of ALIC products may be found in the product prospectus available from ALIC or your IAR.

AIC is a municipal securities dealer, municipal securities adviser and underwriter for municipal securities offerings primarily in the state of Nebraska.

Our receipt of fees and commissions in connection with these activities is a conflict of interest as we have the opportunity to receive fees and commissions in advisory accounts for these activities. In order to control for this conflict, we do not permit the purchase of municipal securities underwritten by AIC in advisory accounts.

We do not normally act as a dealer in connection with securities that we recommend to our clients other than in the context of underwritings, as described above.

We do not have a related person that is an investment company or other pooled investment vehicle, futures commission, banking or thrift institution, accountant or accounting firm, lawyer or law firm, real estate broker or dealer or sponsor or syndicator of limited partnerships.

Certain product sponsors may pay extra compensation to AIC, referred to as revenue sharing arrangements, in return for increased exposure to our registered representatives through conferences and educational opportunities. In some cases, revenue sharing may represent an expense embedded in the investment product that is born by investors. In other cases, the revenue is paid out of the product providers’ assets. These revenue sharing arrangements are an incentive for us to give preferential treatment to these sponsors which could influence sales of these products. IARs do not receive a direct financial benefit from revenue sharing, as such we do not believe our relationships with these product sponsors compromise the advice our IARs may provide to clients. Additional information regarding revenue sharing arrangements can be found at [www.ameritas.com](http://www.ameritas.com) or by contacting us at 800-335-9858.

### Your IARs Relationship with Us

An IAR may recommend the purchase of variable insurance products issued by ALIC, or financial services available through affiliates of AIC. If you choose to implement these recommendations, the investments would be purchased through AIC and in turn AIC, an AIC Registered Representative and/or Investment Adviser Representative would receive compensation and/or commissions as a result of the sale of the insurance and other financial products, or services recommended.

Your IAR receives compensation from us which includes a portion of the advisory fee. The portion of the advisory fee received by your IAR may be more than what he or she would receive at another investment adviser firm. This compensation includes bonuses, awards or other things of value offered to your IAR. We pay our IARs in different ways, for example:

- payments based on production,
- reimbursement or credits of fees that IARs pay us for items such as administrative services, or technology,
- payments in connection with the transition of association from another broker-dealer or investment adviser firm,
- payments in the form of repayable or forgivable loans
- advances of advisory fees, and
- attendance at our conferences and events.

We also charge IARs various fees under their independent contractor agreement, for example, for administrative, custody and clearing services to accounts, technology and licensing. These fees and compensation may be based on the IAR’s overall business production and/or on the amount of assets serviced in advisory accounts. When compensation or fees charged is based on the level of production or advisory assets of an IAR, the IAR has a financial incentive to meet those production or asset levels. The amount of this compensation could be more, and the amount of these fees charged by us could be less, than what the IAR would receive, or pay, if he or she associated with another investment adviser firm.

We may also provide various benefits and/or payments to IARs that are newly associated with us to assist the IAR with the costs (including foregone revenues during account transition) associated with transitioning his or her business to our firm (collectively referred to as “Transition Assistance”). The amount of the Transition Assistance payments is often significant in relation to the overall revenue earned or compensation received by the IAR at his or her prior firm. The receipt of Transition Assistance creates a conflict of interest in that an IAR has a financial incentive to recommend that a client open and maintain an account with the IAR for advisory and or brokerage services in order to receive the Transition Assistance benefit or payment. We attempt to mitigate these conflicts of interest by evaluating and recommending that clients use AIC’s services based on the benefits that such services provide to clients, rather than the Transition Assistance earned by any particular IAR. However, clients should be aware of this conflict and take it into consideration when deciding whether to establish or maintain a relationship with us.

### Variable Contract Agency, LLC

To the extent that your IAR is licensed to offer variable insurance products, he or she will be appointed through our insurance agency, Variable Contract Agency, LLC for the payment of commissions. Variable insurance products sold by your IAR are issued through our affiliate, ALIC as well as unaffiliated insurance companies.



**Ameritas Investment Partners, Inc.**

AIP, an SEC registered investment adviser, manages portfolios for various institutional clients, is a commodity trading adviser, co-sponsors wrap fee programs with AAS, and provides advisory services to us in connection with the AIS Program and Constellation Program.

AIP may be subject to competing interests that have the potential to influence their decision making with regard to programs and services AIP offers to us and our clients which may cause them to favor other clients or business activities than our clients or the services it offers to us. As an investment adviser, AIP has a fiduciary duty to act in the best interest of its clients, maintains a code of ethics and compliance program to ensure compliance with its duties under the Investment Advisers Act.

AIC provides brokerage services and AIP provides investment advisory services to our clients who invest in programs offered by AIP. AIP shares the fees generated through these programs with us and uses AIC as the introducing broker dealer for execution of securities transactions. We may have an incentive and conflict of interest in recommending the programs of AIP over other investment advisers due to the revenue it receives as a broker dealer for execution of securities transactions, fees received for assets placed in these programs, and common ownership by our parent company. We do not require IARs to utilize the services of AIP and makes multiple advisory programs available such that the IAR may select the program that is most suitable for an individual client.

**Third Party Investment Advisers**

We maintain relationships with third-party investment advisers that AIC or your IAR may recommend. AIC has entered into marketing support agreements with certain third-party investment advisers through our Elite Partners Program which provide these firms with access to our IARs in order to promote their services including preferred status in business planning sessions and participation in our national conferences. In exchange, we receive compensation from these third-party investment advisers to support our technology, training, marketing, staffing and ongoing education of our IARs. This compensation is based upon assets under management and new monies placed under management of the third-party investment advisor. This additional compensation is a conflict of interest for us.

**Financial Institutions**

We offer advisory services on the premises of unaffiliated businesses, including insurance companies and financial institutions, such as banks or credit unions. In some cases, the IAR pays such business entity a fee for the use of the premises and facilities and for administrative support. In the case of financial institutions, we have entered into agreements with financial institutions pursuant to which we share compensation, including a portion of the advisory fee, with the financial institution for the use of the financial institution's facilities according to the agreement between AIC and the financial institution. The IAR may or may not be an employee of the financial institution.

**Other Affiliations**

From time to time, we or our supervised persons donate to charitable organizations that are affiliated with clients, are supported by clients, and/or are supported by an individual employed by one of our clients. In general, such donations are made in response to requests from clients, or their personnel. Because such contributions may result in the recommendation of our firm or our services, such contributions may raise a potential conflict of interest. As a result, we maintain procedures that generally limit the dollar amount and frequency of charitable contributions and requires that all contributions are made directly to the charitable organization (normally a 501(c)(3) organization). No contribution will be made if the contribution implies that continued or future business with our firm or our supervised person depends on making such contribution.

We disclose all material conflicts of interest so that existing and prospective clients may evaluate their impact on any relationship. The conflicts identified are addressed through the development, implementation, and monitoring of our compliance program. We have supervisory procedures in place to monitor the suitability of client transactions, adherence to client investment objectives, transactions with affiliates, monitoring third-party programs and the trading practices of our IARs.

## **Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

**Code of Ethics Summary**

We have adopted a Code of Ethics to address our fiduciary relationships with their clients; specify or prohibit certain types of transactions deemed to create conflicts of interest (or the potential for or appearance of); establish reporting requirements; and enforcement procedures under federal, state, and all other applicable securities laws.

We have developed and adopted the following general principles to guide our employees, officers, and directors deemed to be Supervised Persons ("Supervised Persons") under the Code of Ethics. We support and drive the provision of investment advisory products and services. Supervised Persons include all investment advisory personnel defined as key officers, home office associates, all IARs and all associates of an IAR's office, including licensed and non-registered fingerprinted people who have direct contact with our advisory clients.

The interests of clients are paramount, and all Supervised Persons shall strive to conduct themselves in such a manner that the interests of clients take precedence over all others, and to prevent access to non-public information about securities recommendations, and client securities holdings and transactions, except to those associates that need such information to perform their duties.

Supervised Persons must comply with all federal and state securities laws. Further, no Supervised Persons shall, in connection with the purchase or sale of securities, directly or indirectly:

- Employ any device, scheme or artifice to defraud;

- Make any untrue statement of a material fact or omit to state a material fact;

- Engage in any act, practice or course of business which would operate as a fraud or deceit; or
- Engage in any manipulative practice.

All personal securities transactions by Supervised Persons must be accomplished in such a way as to avoid any conflict between the interest of our clients and the interest of any Supervised Persons. All Supervised Persons shall strive to avoid actions or activities that allow personal benefit or profit from their position with regard to AIC's clients. Each Supervised Person is required to provide quarterly reports of all transactions in securities in which the person has, or by reason of such transaction acquires, any direct or indirect beneficial ownership to our Chief Compliance Officer ("CCO") or designee. Each Supervised Person is also required to submit appropriate holdings reports to our CCO, or his/her designee, which shall be reviewed to determine whether a violation of the Code of Ethics may have occurred.

Our Code of Ethics includes specific provisions outlined in the Insider Trading and Gifts and Gratuity sections of our procedures manuals. Supervised Persons are required to comply with these policies and procedures. Supervised Persons are further required to report any violation of the Code of Ethics to the CCO, or his/her designee and submit written acknowledgment of receipt of the Code of Ethics and any amendments at least annually. If you want to obtain a complete copy of our Code of Ethics, we will provide it upon request.

## Participation or Interest in Client Transactions and Personal Trading

Officers of our firm may, from time to time, make recommendations to our advisory clients relating to securities in which such officer has an interest. In addition, and as noted above, we are part of a family of companies engaged in the financial services and insurance industries. These companies, some of which may be regarded as "related persons" of ours, may have direct or indirect interests in securities about which we and/or our IARs may provide investment advice.

We may buy or sell for our accounts, or individuals associated with us may buy or sell for their personal accounts, securities identical to those recommended to customers.

Because we or a related person(s) may have an interest or position in a certain security which may also be recommended to you, our client, and as these situations may present a conflict of interest, we have established the following restrictions in order to ensure our fiduciary responsibilities:

- A Supervised Person shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment, unless the information is also available to the investing public on reasonable inquiry. No person of AIC shall prefer his or her own interest to that of the advisory client.
- When implementing investment recommendations, clients are fully informed that Supervised Persons may receive separate compensation.
- We emphasize the unrestricted right of a client to decline to implement any advice rendered.
- We emphasize the unrestricted right of a client to select and choose any broker or dealer and/or insurance company he or she wishes.
- We require that all individuals must act in accordance with all applicable federal and state regulations governing registered investment advisers.

Any individual not in observance of the above may be subject to termination.

## Item 12 – Brokerage Practices

### Research and Other Soft Dollar Benefits

We do not receive research or other products or services other than execution from a broker-dealer or a third party in connection with client securities transactions ("soft dollar benefits"). AIP, a related company, receives brokerage and research services for securities transactions executed for institutional accounts it manages. For additional information regarding AIP's brokerage practices, please refer to the AIP ADV Part 2A available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### Brokerage for Client Referrals

When selecting or recommending broker-dealers, we do not consider whether we or a related person receives client referrals from such broker-dealer or third party.

### Directed Brokerage

You are under no obligation to act on our recommendations and are free to select any broker/dealer or investment advisor you'd like to implement our recommendations. In other words, you are not required to work with us. However, if you want to hire us for our investment management services, we are responsible for executing your account transactions and therefore responsible for attaining the best execution possible under the circumstances.

If clients contract for our investment management services, we require them to use broker/dealers recommended or approved by us. Please note that not all investment advisers require the use of specific broker/dealers. Some investment advisers permit clients to use any broker/dealer of the client's own choosing. In very rare cases, we may work with a client that wants to use a broker/dealer that has not been recommended or approved by us. In such cases, those clients must understand that we may be unable to effectively negotiate brokerage compensation on the client's behalf and that clients may not receive the best price for securities executed through that broker/dealer.

When directing brokerage business, clients should consider whether the commission expenses and execution, clearance and settlement capabilities that they obtain through the broker/dealer they select are adequately favorable in comparison to those that we would otherwise obtain for our clients. Clients with client-directed brokerage arrangements should also understand we may be limited in our trading ability and may be required to execute client directed trades after trades are implemented through accounts at our preferred platforms. Clients are encouraged to discuss available alternatives

with their IAR.

Our recommendation of a specific custodian or broker/dealer is based in part on our existing relationships, the custodian's financial strength, reputation, breadth of investment products, and the cost and quality of custody and brokerage services provided to you and our other clients.

The determining factor in the selection of a custodian to execute transactions for your accounts is not the lowest possible transaction cost, but whether the custodian can provide what is, in our view, the best qualitative execution for investment transactions for your account.

### Selection of Brokers

We permit our IARs to provide a variety of programs when recommending services to you, including different brokerage and custodial platforms. We reserve the right to limit an IARs use of available platforms based on factors such as industry and technical experience, assets under the IARs management, and training requirements.

When managing your assets, we require that you maintain your account with a "qualified custodian," generally a broker-dealer. We require that advisory clients utilize one of our approved broker-dealers if they choose to have us manage their advisory accounts. AIC acts as the broker-dealer and National Financial Services ("NFS") acts as clearing firm and custodian for certain of its advisory programs. We also have relationships with Charles Schwab & Co. Inc, Fidelity Brokerage Services, Inc. ("Fidelity"), and TD Ameritrade who act as custodian and provide brokerage platforms for other advisory programs we sponsor. We are independently owned and operated and not affiliated with the custodian we recommend. Our use of a particular custodian is, however, a beneficial business arrangement for us and for the custodian. Information regarding the benefits of these relationships are described in more detail below.

When selecting brokerage platforms and custodians for client accounts, we consider standard benefits that are available without cost to all investment adviser firms using the platform, including our firm. These benefits include, but are not necessarily limited to, the following products and services: receiving duplicate client statements and confirmations; research related products and tools; access to a trading desk servicing AIC account participants; the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts; the ability to have 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 with no transaction fees.

Our recommendation of a specific custodian is based in part on our existing relationships, the custodian's financial strength, reputation, breadth of investment products, and, the cost and quality of custody and brokerage services provided to you and our other clients. AIC is able to negotiate preferred pricing with the custodians we select for our advisory programs. This preferred pricing is based on a number of factors such as expected level of assets placed with the custodian, an expected level of transactions and the types of securities purchased (e.g. no transaction fee mutual funds, transaction fee mutual funds, exchange traded funds, stocks, bonds, etc.). Where we pay transaction costs based upon these factors, we have an incentive and conflict of interest in selecting the types of securities to be purchased or custodian selected in order to maintain preferred pricing.

We do not receive research or other products or services other than execution from broker-dealers we select in connection with client securities transactions (soft dollar benefits). When selecting or recommending broker-dealers, we do not consider whether we or a related person receives client referrals from a broker-dealer or third party.

While we consider the overall services provided by the brokerage firms, products and services offered by these firms may benefit us but may not benefit our clients. We also have material arrangements with some firms that create an incentive for us to recommend those firms over other brokerage firms.

### Ameritas Investment Company, LLC

As a dually registered broker dealer and investment advisor, we utilize our clearing and custody relationship with National Financial Services ("NFS") for services provided under the following programs: Galaxy, Galaxy Wrap, Constellation, and Managed Account Solutions which are further described in this brochure or a brochure supplement.

NFS transmits client orders for execution to various exchanges or market centers based on a number of factors, including size of the order, trading characteristics of the security, favorable execution prices (including opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. NFS' order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers.

NFS provides the following products and services without cost: receiving duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk; access to block trading (providing the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers through its Managed Account Solutions platform.

While AIC can negotiate competitive pricing from NFS that we believe is beneficial to our clients, AIC's clearing relationship with NFS provides AIC with certain economic benefits by using itself as the broker/dealer rather than an unaffiliated broker/dealer. AIC marks up NFS' transaction fees by \$3 and statement and confirm processing fees by \$2 when clients do not opt into electronic delivery. AIC will also charge your IAR a \$25 service charge for utilizing its trade desk. Your IAR may or may not pass this cost on to you. We also retain net profits that result from the correction of trade errors in program accounts. All losses incurred by clients, due to error, will be removed from either the IAR's compensation or AIC's revenues, depending on the cause of error.

AIC participates in a cash sweep program with NFS and FDIC insured banks which creates financial benefits for AIC and NFS. In connection with the cash sweep program, AIC will receive a fee from each bank ("Program Bank") participating in the program. The fee will typically vary from Progra

Bank to Program Bank. The amount of the fee received will affect the interest rate paid to customers by the Program Bank. The Program Banks use Program Deposits to fund current and new lending and for investment activities. The Program Banks earn net income from the difference between the interest they pay on Program Deposits and the fees paid to us and the income they earn on loans, investments, and other assets. As noted above, the Program Banks may pay rates of interest on Program Deposits that are lower than prevailing market interest rates that have been paid on accounts otherwise opened directly with the Program Bank. Program Banks do not have a duty to provide the highest rates available and may instead seek to pay a lower rate. The revenue generated by us may be greater than revenues generated by sweep options at other brokerage firms and may be greater than other core account investment vehicles currently available to you or possible core account investment vehicles that we have used in the past or may consider using in the future.

As a result of the fees and benefits described above, the cash sweep program may be more profitable to us than other available sweep options.

AIC receives compensation and transitional assistance from NFS to reimburse termination fees when clients transition their accounts to NFS. This compensation is based on an expected level of assets transitioned to NFS by a particular IAR or AIC.

These additional forms of compensation are a financial benefit to AIC and conflict of interest because we have an incentive to direct client accounts in consideration of the actual or anticipated incentives or consideration we will receive. In addition to compensation related conflicts, AIC, as a broker-dealer, has contractual relationships with NFS which limit our use of other clearing firms, broker-dealers and custodians. This contractual relationship is a conflict of interest in that AIC may be limited in its selection or have a bias to direct assets to NFS or affiliates of NFS, particularly Fidelity Brokerage Services, LLC.

### Charles Schwab & Co.

We recommend the use of Charles Schwab & Co., Inc. ("Schwab"), a registered broker dealer, member SIPC, as a qualified custodian for our AIS Program, AMR Program and AMS Program. We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so.

For our clients' accounts that Schwab maintains, Schwab generally does not charge separately for custody services but is compensated by charging commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions and transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program. Schwab's commission rates and asset-based fees applicable to our client accounts were negotiated based on the condition that our clients collectively maintain a total of at least \$500 million of their assets in accounts at Schwab. This commitment benefits you because the overall commission rates and asset-based fees are lower than they would be otherwise.

Schwab Advisor Services<sup>TM</sup> is Schwab's business servicing independent advisory firms. They provide us and our clients with access to their institutional brokerage services (trading, custody, reporting and related services), many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Schwab's support services:

Services that benefit you: Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services that may not directly benefit you: Schwab also makes other products and services available to us that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. Schwab makes software and other technology available to us that provides access to client account data (such as duplicate trade confirmations and account statements); facilitates trade execution and allocates aggregated trade orders for multiple client accounts; provides pricing and other market data; facilitates payment of our fees from our clients' accounts; and assists with back-office functions, recordkeeping and client reporting.

Services that generally benefit only us: Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include educational conferences and events; consulting on technology, compliance, legal and business needs; access to employee benefits providers, human capital consultants, and insurance providers; and marketing and consulting support.

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide us with other benefits such as occasional business entertainment of our personnel.

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. Services provided by Schwab are at no cost. Schwab has also agreed to pay up to \$50,000 in initial support if net new assets transferred to Schwab are at least \$250,000,000 and an additional \$50,000 for assets held exceeding \$500,000,000. Schwab has also agreed to reimburse account closing and transfer fees in an amount up to \$360,000 for new accounts that transfer to Schwab over a twelve-month period. Schwab's support services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody, however the fact that these benefits are available creates an incentive for us to recommend that you maintain your account with Schwab. We believe, however, that our selection of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality and price of Schwab's services and not Schwab's services that benefit only us.

### Fidelity Brokerage Services, LLC

We recommend the use of Fidelity Brokerage Services, LLC as custodian and broker dealer ("Fidelity") for our AIS Program, AMR Program and AMS Program. Fidelity is an independent and unaffiliated SEC registered broker/dealer and FINRA member. Fidelity offers services to investment advisers that



include custody of securities, trade execution, clearance and transaction settlement. Fidelity has agreed to reimburse termination fees when clients transition their accounts to Fidelity to utilize their services and products. This agreement is based on an expected level of assets transitioned to Fidelity. Clients should consider other benefits in addition to such reimbursement of fees when making a decision to establish accounts through Fidelity versus other brokerage platforms.

AIC receives some benefits from Fidelity for assets invested in the AIS Program and AMS Program. Although we receive economic benefits that are typically not available to Fidelity's retail investors, there is no direct link between our use of Fidelity and the investment advice we give to our clients. These benefits include the following products and services (provided without cost or at a discount): receiving duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk; access to block trading (providing the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and discounts on compliance, marketing, research, technology and practice management products or services provided to us by third party vendors.

Fidelity may also pay for business consulting and professional services received by our related persons. Some of the products and services made available by Fidelity may benefit us but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at Fidelity. Other services made available by Fidelity are intended to help us manage and further develop our business enterprise.

The benefits we and our personnel receive do not depend on the amount of brokerage transactions directed to Fidelity. As part of our fiduciary duties to clients, we endeavor always to put the interests of clients first. Clients should be aware, however, that receiving economic benefits in and of itself creates a potential conflict of interest and may indirectly influence our choice of Fidelity for custody and brokerage services.

#### TD Ameritrade, Inc.

We recommend the use of TD Ameritrade, Inc., member FINRA/SIPC/NFA, as custodian and broker dealer for our Galaxy II Program, Galaxy II Wrap Fee Program, AMS Program and AIS Program. TD Ameritrade is an independent and unaffiliated SEC-registered broker/dealer and FINRA member. TD Ameritrade offers services to investment advisors like AIC that include custody of securities, trade execution, clearance and transaction settlement. We receive some benefits from TD Ameritrade for assets invested in the Galaxy II Program, Galaxy II Wrap Fee Program, AMS and AIS Program.

Although we receive economic benefits that are typically not available to TD Ameritrade retail investors, there is no direct link between our use of TD Ameritrade and the investment advice we give to our clients. These benefits include the following products and services (provided without cost or at a discount): receiving duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk; access to block trading (providing the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology and practice management products or services provided to us by third party vendors.

TD Ameritrade may also pay for business consulting and professional services received by our related persons. Some of the products and services made available by TD Ameritrade may benefit us but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise.

We also receive an economic benefit from TD Ameritrade when our investment advisor representatives select TD Ameritrade Institutional to serve as the brokerage platform for their client accounts. When an account is opened through TD Ameritrade, we receive compensation from TD Ameritrade in the form of a reimbursement of annual fees charged by service providers we utilize to administer accounts in the Programs. The fact that TD Ameritrade has agreed to pay annual fees charged by service providers creates the potential for us to recommend or even require clients use the services of TD Ameritrade.

Additionally, we receive compensation and transitional assistance from TD Ameritrade Investments to reimburse termination fees when clients transition their accounts to TD Ameritrade to utilize their services and products. This compensation is based on an expected level of assets transitioned to TD Ameritrade. This creates a conflict of interest because, we have an incentive to direct client accounts in consideration of the actual or anticipated incentives or consideration we will receive.

The benefits received by AIC or our personnel do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to clients, we endeavor always to put the interests of clients first. Clients should be aware, however, that receiving economic benefits in and of itself creates a conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

#### Aggregation of the Purchase or Sale of Securities

Client orders executed through the same broker dealer may be aggregated to achieve best execution. Generally, clients will receive the average share price of all orders executed to fill the aggregated order. Clients in the aggregated order will incur the same transaction fee or commission charge regardless if the order was aggregated or executed individually. Aggregation saves time and all accounts receive the same price. We may attempt to aggregate orders when it is determined it is prudent to place orders for the same security, at the same time, in one or more client accounts. IARs may determine not to aggregate transactions, for example, based on the size of the trades, the number of client accounts, the timing of the trades, the liquidity of the securities and the discretionary or non-discretionary nature of the trades. If IARs do not aggregate orders, some clients purchasing securities around the same time may receive a less favorable price than other clients. This means that this practice of not aggregating may cost clients more money. Please ask your IAR if you would like more information on the IAR's practices in this respect.

## Item 13 – Review of Accounts

Your IAR will request information from you regarding your financial situation, investment objectives, risk tolerance, and other factors that might be



considered in the management of your account. Your IAR will assist you in setting appropriate investment objectives and recommend investments and advisory programs appropriate for your investment objectives.

Written performance reports are delivered quarterly on our asset management programs which assist you and your IAR in the review of transactions and performance of your accounts. Your IAR will contact you at least annually to review this information, your financial situation and investment objectives to determine if changes need to be made to the management of your account.

We conduct quarterly meetings with AIP to review the performance of investments selected in the model portfolios we makes available through the Constellation Program and AIS Program. Through these meetings, decisions will be made as to whether investments should be replaced, held or placed on watch lists. Representatives of each firm will also discuss current market conditions and other events that may affect the ongoing management of the portfolios.

We perform periodic account reviews to verify that transactions effected in client accounts are consistent with the established investment objectives of the client. The IAR may also periodically review client accounts. Triggering factors which could cause such reviews include, but are not limited to, changes in client objectives or circumstances, world events, market movements, interest rate changes or client requests. AIC also reviews financial planning activity, fee collection and debiting of client accounts.

## Item 14 – Client Referrals and Other Compensation

From time to time, IARs may recommend or select other investment advisers for their clients. we and our IARs are compensated for client referrals. Receipt of such compensation creates a conflict of interest. All solicitors' agreements are in compliance with the Investment Advisers Act Rule 206(4)-3. In addition, all applicable federal and state laws will be observed.

On a limited basis, we may enter into an agreement to compensate a solicitor for client referrals. All clients procured by solicitors will be given full written disclosures describing the potential conflict of interest, the terms and fee arrangements between us and the solicitor prior to or at the time of the referral.

The compensation received by your IAR in connection with investment advisory programs is noted above and is more fully described in the separate brochures relating to each program. These brochures are available upon request and will be supplied to you before a program account is established on your behalf.

AIC acts as the principal underwriter for variable products offered by its affiliated insurance company ALIC. For qualified accounts, AIC and its IARs acting as fiduciaries will not receive both advisory fees and commissions or distribution fees unless in compliance with applicable prohibited transaction exemptions.

When AIC acts as the principal underwriter and/or distributor of variable products, AIC will receive fees for such underwriting and/or distribution. If the insurance contract is issued by an affiliate, this creates a conflict of interest which is addressed elsewhere in this brochure. To the extent that the insurance contract is sold by an agent of ALIC who is also an IAR with our firm, this also creates a conflict of interest where we and/or ALIC provide additional compensation to the IAR as a result of the sale.

AIC also receives distribution fees (12b-1 fees) from mutual funds in your advisory accounts. Receipt of such compensation creates a conflict of interest; therefore, we have implemented a policy requiring that to the extent w receives 12b-1 fees in advisory accounts, such fees will be rebated back to clients.

IARs may receive production incentives as a result of reaching certain levels of sales and/or assets under management. Production levels and compensation to advisory representatives may vary. There is a conflict of interest for us and our associates in recommending certain affiliated programs.

IARs are eligible to receive incentive prizes, awards, and certain reimbursements for advertising, sales literature and promotions offered by product promoters such as mutual fund companies. Our policy is to permit all IARs to accept such awards and prizes to the extent that they are usual and customary within the industry, and in compliance with the SEC, FINRA, or state rules, regulations or guidelines. Because an IAR may receive such incentives, a conflict of interest exists.

Please refer to the section "Other Financial Industry Activities and Affiliations" above for additional information regarding compensation we and our IARs receive.

### Third Party Asset Management Programs

We receive revenue sharing and/or marketing allowances under special agreements with independent investment management firms through our Elite Partners Program. Independent investment management firms are selected to participate based on several criteria, including investment strategy, investment performance, transaction reporting capabilities, and training and wholesaling support. In exchange for certain benefits, such as the opportunity to participate in our national conferences and broader access to our IARs, the independent investment managers in the Elite Partners Program share a portion of the revenue generated by distributing their products and services with us and/or pay a specified annual dollar amount. Our Elite Partners pay an annual fee based on assets under management and/or a flat fee, not to exceed 10 basis points per partner. It is important to understand that our IARs do not receive any compensation through the Elite Partners Program, and as such, do not have a financial incentive to select one investment management firm over another.

Third-party asset managers may reduce the fees that they charge for services provided to your account based on the level of assets that an IAR may place with the asset manager. The reduction in fees may not necessarily reduce the advisory fee you pay and may instead increase the portion of the advisory fee paid to the IAR. This is a conflict of interest for the IAR in that they may earn more in advisory fees by placing your assets with a particular third-party asset manager over other programs that are available. As a fiduciary, your IAR has a duty to recommend investments, including those managed by third-party asset managers, that are in your best interest.

IARs are eligible to receive reimbursements, marketing and distribution allowances, due diligence fees, or other compensation based on deposits and/or assets under management directly from third party investment managers for the costs of marketing, distribution, business and client development,

educational enhancement, and/or due diligence reviews incurred by IARs relating to the promotion or distribution of the investment manager's services. Because an IAR may receive such additional compensation, a conflict of interest exists. To mitigate this conflict, we require our IARs to submit receipts for all expenses for which reimbursement is requested. All such reimbursements must be approved by and paid through the firm.

With respect to the AssetMark Program, your IAR is entitled to receive a quarterly and/or one-time reimbursement from AssetMark, Inc. for qualified marketing and/or business development expenses incurred by the IAR. The amount of such reimbursement is based on the total assets invested at the end of each calendar quarter in the AssetMark Program, which is an incentive and conflict of interest for your IAR to select AssetMark over other advisory programs we offer. The reimbursement fee arrangements as follows:

Eligible AUM – Premier Consultant	One-time Reimbursement (Evaluated Quarterly)
\$5 million within 12 months of first funding	\$2,000
\$5 million after 12 months of first funding	\$1,000
\$10 million within 12 months of first funding	\$3,000
\$10 million after 12 months of first funding	\$1,000

Eligible AUM – Gold & Platinum Premier Consultant	Quarterly Reimbursement
\$25 million	\$1,250
\$35 million	\$1,750
\$50 million	\$2,500
\$75 million	\$3,750
\$100 million	\$6,250
\$125 million	\$8,750
\$150 million	\$11,250
\$175 million	\$13,750
\$200 million	\$16,250
\$225 million	\$18,750
\$250 million	\$21,250
\$275 million	\$23,750
\$300 million	\$26,250

## Item 15 – Custody

Custody, as it pertains to an investment adviser, has been defined by the SEC as having access or control over client funds and/or securities, but does not include the ability to execute transactions in client accounts. Custody is not limited to physically holding client funds or securities. If an investment adviser, or any of its affiliated companies, has the ability to access or control client funds or securities, the investment adviser is deemed to have custody for the purposes of the Investment Advisers Act of 1940 and must ensure proper procedures are implemented.

Based on the SEC's definition, we are deemed to have custody over advisory accounts we manage as we deduct advisory fees directly from our client's accounts and processes deposits on behalf of our clients. Further, clients may have standing letters of instruction authorizing us to send funds from a client's account upon request. In these instances, clients are required to sign a letter of authorization with the custodian of their assets granting such authority.

For accounts over which AIC is deemed to have custody we have established the following procedures to comply with the SEC's Custody Rule: All client funds and securities are held at a qualified custodians, Fidelity, National Financial Services, Schwab, or TD Ameritrade in a separate account for each client under that client's name.

Clients, or independent representatives of clients, 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.

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 reports received from our firm. When clients have questions about their account statements, they should contact us or the qualified custodian preparing the statement.

In accordance with SEC regulations, we are subject to an annual surprise verification examination and annual internal control review.

We must engage an independent, third-party accounting firm to perform an annual, surprise examination verifying the location of client funds and securities and ensuring the accuracy of quarterly statements. When completed, the accounting firm's report will be available through the SEC's Investment Adviser Public Disclosure page at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can view our information by searching for "Ameritas Investment Company, LLC" or our CRD number, 14869.

An internal control report must include an opinion of an independent public accountant as to whether controls are in place as of a specific date, are suitably designed for our business operations and are effectively meeting the control objectives relating to custodial services held by AIC on behalf of

our clients. The accounting firm must also verify that funds and securities of which we are deemed to have custody are reconciled to a custodian (i.e. Fidelity, National Financial Services, Schwab or TD Ameritrade). The internal control report is prepared by a third-party accounting firm that is not affiliated in any way with us and that is registered with, and subject to regular inspection by, the Public Company Accounting Oversight Board ("PCAOB").

## **Item 16 – Investment Discretion**

You may choose to engage us and your IAR to provide investment advisory services on a discretionary or non-discretionary basis. In cases where we receive discretionary authority, we exercise that discretion in a manner consistent with the stated investment objectives for your account. An IAR must receive written approval from us prior to offering investment discretion services to you. If we approve an IAR to offer investment discretion to clients, they must also obtain written authorization from you prior to exercising such discretionary authority over your account. You may place reasonable restrictions (e.g., limiting the types or amounts of particular securities purchased or sold for your account or limiting the use of margin) on our discretionary authority at any time. Such restrictions must be made via written notice to us and your IAR.

If you engage us on a non-discretionary basis, you must be willing to accept that we cannot buy or sell securities in your account without your prior consent. If you are unavailable, we will not be able to buy or sell any securities (as we would for our discretionary clients) should there be a market correction or if we determine that a particular security should be bought or sold for our client accounts.

## **Item 17 – Voting Client Securities**

We do not vote proxies. In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies. We are available to answer questions regarding such notices.

Third party investment advisers may vote proxies in connection with programs we make available, please review the respective program materials for information on the investment adviser's proxy voting policies.

## **Item 18 – Financial Information**

We will disclose any financial condition that is reasonably likely to impair our ability to meet contractual commitments to you. At this time, we have no financial conditions that would impair our ability to meet contractual commitments to you.