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May 1, 2020

(Previously revised September 16, 2019)

This Brochure provides information about the qualifications and business practices of B Riley Wealth Management, Inc. (B Riley Wealth Management) or (the Firm). If you have any questions about the contents of this Brochure, please contact the Firm's Chief Compliance Officer, Michael Markunas, at 310-689-2220, or mmarkunas@brileyfbr.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about B Riley Wealth Management, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with the Firm who are registered, or are required to be registered, as investment adviser representatives. You can search this site for information about the Firm by searching for a unique identifying number, known as a CRD number. The CRD number for B Riley Wealth Management, Inc. is 2543. Registration with the SEC does not imply a certain level of skill or expertise.

Item 2 – Material Changes

The following items explain material changes that you should be aware of as a current or prospective client of our advisory programs or services. Each year you will receive either a summary of material changes that were made to the brochure over the previous year or an updated brochure. You can always request a full copy of our current disclosure brochures by contacting Candy Palugi, Deputy Chief Compliance Officer, at (901) 251-1361 or cpalugi@brileywealth.com, or Michael Markunas, Chief Compliance Officer, at 310-689-2220 or mmarkunas@brileyfbr.com.

The last amendment to the form ADV Part 2B (the “Brochure”) was dated September 16, 2019. A summary of the material changes to this brochure since the September 2019 amendment include amendments to the following items:

The Firm has named a new Chief Compliance Officer and Deputy General Counsel, Michael Markunas.

The Firm has discontinued the Alpha Research Portfolio (ARP) program.

Item 3 – Table of Contents

Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Business	5
About Us	5
Dual Registration.....	5
Advisory Services.....	5
Programs.....	7
Wrap Fee Programs.....	7
Investment Management (Non-Wrap).....	8
Assets Under Management.....	8
Item 5 – Fees & Compensation	8
Wrap Fee	8
Advisory Services Fee	10
Non-Wrap Investment Management Fee	10
Compensation	10
General Fee Practices	11
Conflicts of Interest	11
Item 6 – Performance Based Fees and Side by Side Management	12
Item 7 – Types of Clients	12
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	12
Methods of Analysis	12
Investment Strategies	12
Risk of Loss.....	12
Item 9 – Disciplinary Information	13
Advisory Related Actions	13
Broker-Dealer Related Actions.....	13
Item 10 – Other Financial Industry Activities and Affiliations	14
Other Activities	14
Other Affiliations.....	15
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	16
Code of Ethics.....	16
Participation or Interest in Client Transactions.....	16

Personal Trading.....	16
Item 12 – Brokerage Practices.....	17
Recommendation of Brokers	17
Directed Brokerage	17
Client Directed Brokerage.....	18
Duty to the Client	18
Valuation	18
Trade Errors.....	19
Margin	19
Item 13 – Review of Accounts.....	19
Reviews and Reviewers.....	19
Reports	19
Other Client Communication.....	20
Financial Planning Clients.....	20
Item 14 – Client Referrals and Other Compensation.....	20
Client Referrals	20
Other Compensation for the Firm	20
Other Compensation for the Brokers	21
Item 15: – Custody	22
Item 16: – Investment Discretion.....	22
Item 17: – Voting Client Securities.....	23
Item 18: – Financial Information.....	23

Item 4 – Advisory Business

About Us

We place the Client and the Financial Advisor as partners in the center of every decision we make as a firm. We develop our products, services and technologies to allow our Financial Advisors to provide the highest quality service in the industry to their clients.

Established in 1996, B. Riley Wealth Management, Inc. (the Firm) is a full-service brokerage firm based in Memphis, Tennessee. In 2001, the Firm expanded its business to include Investment Advisory services. As a dually registered financial services firm, and including services provided through its affiliation with B. Riley Financial, the Firm caters to individual and institutional clients with financial advisory and brokerage services. Equity research and investment banking services are offered through the firm's affiliate B Riley/FBR.

B Riley Wealth Management is owned by B Riley Wealth Management Holdings, Inc. B Riley Wealth Management Holdings, Inc. is a wholly owned subsidiary of B. Riley Financial, Inc.

Firm Highlights (as of 12/31/2019)

- Offices in 19 states
- \$2.6 Billion in advisory client assets
- Approximately 300 employees including approximately 160 financial professionals

Dual Registration

B Riley Wealth Management is registered with the SEC as an investment adviser, and the Firm's investment adviser representatives (Representatives) are registered under applicable state law to provide investment advisory services on the Firm's behalf.

The Firm is also registered with the SEC and many States as a broker-dealer, and is a member of the Financial Industry Regulatory Authority (FINRA). The Representatives are also registered with FINRA, and where required by applicable State law, as registered representatives of the Firm and are authorized to provide brokerage services on behalf of the Firm.

When acting as an investment adviser, the Firm is a fiduciary for its Clients. As a fiduciary, the

Firm must, among other duties, act in the Clients' best interests, place the Clients' interests ahead of its own, and make full and fair disclosure of all material facts, particularly conflicts of interest.

When acting as a broker-dealer, the Firm must observe high standards of commercial honor, and just and equitable principles of trade, and must have reasonable grounds for believing its recommendations are suitable for the customers, among other duties. However, our obligation to disclose to brokerage customers information about our business, conflicts of interest, compensation, and other matters is more limited than our corresponding obligations to our advisory Clients.

When a person (which may be an individual or a legal entity) establishes multiple accounts, or receives multiple services from us, each account or service will be governed by the laws and regulations applicable to that specific type of account or service, which may differ considerably from account to account, or service to service. Therefore, it is important for Clients and prospective Clients to understand which services the Firm provides as an investment adviser and which it provides as a broker-dealer.

Advisory Services

B Riley Wealth Management provides the following advisory services for its clients:

Financial Planning

Certain Representatives provide financial planning on behalf of the Firm. To receive a plan, you must enter into an Advisory Services Agreement which describes the services provided, the terms and conditions of the arrangement and the fees to be charged, all of which will be negotiated on a case-by-case basis.

Representative will typically ask for detailed information about your personal and family situation, financial condition, investment objectives, risk tolerance, time horizon, estate and retirement plans, trust agreements, wills, investments, and insurance.

Based on this information, Representative will prepare a written financial plan to help you achieve your financial goals and objectives.

However, when appropriate, Representative may agree to provide specific advice on a more limited topic such as:

- budgeting,
- estate organization,
- income tax and spending analysis,
- cash needs at death,
- income needs of surviving dependents,
- analysis of retirement strategies, or
- analysis of investment alternatives.

You are under no obligation to purchase any products or follow any course of action recommended by Representative. Further, the Firm does not provide any legal advice to Clients.

If you choose to purchase securities or insurance products through B Riley Wealth Management, the Firm and Representative will receive commissions or other compensation because of those investments. Because of the additional compensation to be earned, Representative will have an incentive to recommend products and services that he can sell through the Firm over comparable products and services available from other firms. The Firm encourages our Representatives to put the needs of our advisory clients first. We monitor all products purchased daily and review each Representative's business practices as needed but no less than once a year.

Consulting Services

Certain Representatives provide individual consulting on the behalf of the Firm. The terms and conditions of the arrangement and the fees to be charged will be negotiated on a case-by-case basis.

Typically, the consult will involve one or more meetings to discuss specific, limited issues or questions regarding your portfolio or investments. Representative will provide the requested advice but will not prepare a written plan and will generally not consider or attempt to provide advice based on all the factors that would be considered as part of the financial planning process. Representative will generally recommend that Clients who desire more comprehensive or in-depth advice should pursue financial planning services.

You are not required to execute any transactions recommended by Representative through the Firm, and you may execute all given recommendations through any broker-dealer or

other financial institution you choose. There is no assurance that another institution will be willing or able to do so.

Asset Management

After considering your objectives and tolerance for risk, your financial resources and your time horizon (Suitability Information), Representative will create a customized portfolio recommendation designed to achieve your stated objectives using strategies consistent with your financial circumstances. Representative will consider your specific desires and restrictions when forming your portfolio; consequently, your investment strategy can and often will differ significantly from other Firm clients. The Firm will supervise, and Representative will manage your advisory assets on a continuous basis. You and Representative will review your objectives and the performance of your account at least annually.

If any material changes occur in your personal or financial situation, investment objectives, tolerance for risk or volatility, liquidity needs, or investment time horizon, then you should contact Representative or the Firm right away. Your Representative will evaluate the potential impact such changes may have on your account and identify other means to achieve your goals.

Your Representative can provide you with recommendations about any or all the following securities:

- domestic stock (exchange listed & OTC)
- foreign stock (exchange listed & OTC)
- corporate bonds
- municipal bonds
- US government bonds
- certificates of deposit
- money market funds
- mutual funds (no-load or load waived)
- certain exchange traded funds (ETFs)
- closed-end funds (UIT, REIT)
- limited partnerships
- variable life and variable annuities
- options on securities

The Firm does not provide advice about warrants, commercial paper, commodities, futures contracts, or options on commodities or futures contracts.

The Firm will only provide continuous and regular supervision of certain assets defined by the Advisory Agreement as "Program Assets."

The securities that qualify as Program Assets vary from one Program to the next so you should consult the Wrap Fee Brochure associated with your account to determine the specific list of possible securities. Your brokerage account may hold both Program and Non-Program Assets. The Firm will only provide advisory services for Program Assets and is not responsible for managing Non-Program Assets. The Firm will only charge a management fee for Program Assets.

Programs

B Riley Wealth Management (the Firm) has multiple asset management programs (Programs) available for your use. Many Programs provide access to professional third-party money managers (Sub-advisers) and others allow the Representative to guide your investment strategy. The Firm sponsors a few of these Programs itself but most are sponsored by a separate broker-dealer/registered investment adviser (all referred to as Custodian). Programs sponsored by the Firm currently include the WAM Asset Management Program (WAM) and the WSI Wrap Plan. Within the WAM program, Clients have the additional option of electing firm discretionary portfolio management through the WISDM models.

Once the Representative has helped you determine your portfolio, they will help you select the Program that best suits your investment needs based on the fee structure (wrap vs. non-wrap) and the types of securities available.

To participate in any Program, you will need to establish a separate brokerage account with the appropriate Custodian. You will also enter an Advisory Agreement with the Firm which describes the investment advisory services to be provided, the terms and conditions of our advisory relationship, and the fees the Firm will charge. Your specific fee arrangement and payment terms are negotiable and will be explained to you before you sign the Advisory Agreement. You might also be required to sign an agreement with any Sub-adviser(s) chosen.

You or the Firm may terminate the Advisory Agreement at any time upon notice to the other party. If you terminate the Advisory Agreement within 5 days of its execution, you will receive a full refund of any Advisory Fees. However,

termination will not affect any other liabilities or obligations incurred or arising from transactions effected for your Account or actions taken prior to such termination. Neither will it affect agreements intended to survive termination, including the provision regarding arbitration, which will survive any expiration or termination of the Advisory Agreement. Upon termination, you shall have the exclusive responsibility to monitor the securities in the Account, and neither the Firm Nor Representative shall have any further obligation under the Advisory Agreement to act or to provide advice with respect to the Account or those assets.

In addition to your Advisory Agreement you will receive detailed information regarding each Program you choose in a separate program description (Wrap Fee Brochure). These Brochures discuss the terms and conditions unique to each Program and identify the program participants. Please review any Wrap Fee Brochure and this Brochure carefully before deciding to invest. Additional copies of any disclosure document may also be obtained by contacting your Representative or the Firm at the address shown on this Brochure.

Wrap Fee Programs

Generally, in a wrap fee arrangement, you pay a combined fee for investment advice, brokerage commissions, clearance, settlement, and custodial services. You may also be charged for expenses or services that are not covered by the wrap fee.

Wrap fee programs may not be suitable for all investment needs, and any decision to participate in a wrap fee program should be based on your financial situation, investment objectives, tolerance for risk, and investment time horizon, among other considerations. The benefits under a wrap fee program depend, in part, upon the size of the account and the number of transactions likely to be generated.

For example, a wrap fee program may not be suitable for accounts with little trading activity. To determine whether a wrap fee program is suitable, you should evaluate the Wrap Fee and any other costs of the Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for services comparable to those provided under the Program considering your personal circumstances.

The Firm and Representative receive a portion of the Wrap Fee as compensation. This compensation may exceed the amount earned if you paid separately for investment advice, brokerage and other services. Accordingly, a conflict of interest exists because the Firm and Representative have a financial incentive to recommend the Programs over other programs or services for which the compensation arrangements are not as beneficial.

You should bear in mind that asset-based fee arrangements, when compared with the traditional commission option, generally result in lower costs during periods when trading activity is heavier, such as the year an account is established. During periods when trading activity is lower, such arrangements may result in higher annual costs. Some clients favor the asset-based fee because it fixes their brokerage cost at a predetermined level; whereas other clients may not find such an arrangement suits their needs because they anticipate their accounts will have low turnover.

Depending on the amount of the wrap fee, the frequency (low or high) of transactions, and the nature and value of the services that are provided under the Program, the wrap fee may or may not exceed the aggregate cost of obtaining these services separately. The fees for a wrap fee program may result in higher costs than you might otherwise incur by paying a management fee and negotiating separate

arrangements for brokerage and trade execution, custodial services, and performance reporting.

Investment Management (Non-Wrap)

The Firm may enter into an Advisory Agreement in which you pay a fee to the Firm for investment advice and pay a separate fee to a third-party custodian for brokerage commissions, clearance, settlement, and custodial services. You may also be charged additional fees and expenses. To determine whether a non-wrap fee relationship is suitable, you should evaluate the fee paid to the Firm for investment advice, as well as the anticipated fees to be charged by a third-party custodian for brokerage and custodial services considering your personal circumstances. You may pay more in total fees in a non-wrap relationship compared to the fees you would pay in a Wrap Fee Program that provides for one fee for the combination of advisory, brokerage, and custodial services, as described above.

Assets Under Management

As of December 31, 2019, B Riley Wealth Management has the following amount of assets under management in all advisory Programs:

Discretionary	\$ 2,024,540,599
Non-Discretionary.....	\$656,796,365
Total.....	\$2,681,336,964

Item 5 – Fees & Compensation

Wrap Fee

Under the wrap fee programs, B Riley Wealth Management charges a percentage fee on all Program Assets. The fee covers all expenses for brokerage, clearance, settlement, and custodial services as well as all investment advice. The Firm has a maximum allowable wrap fee of 2% per year in firm sponsored programs. Certain First Clearing programs allow for a maximum fee up to 3%; however, the fee will be disclosed and acknowledged by the Client prior to account inception.

Wrap Fees and certain Account terms are negotiated on a case-by-case basis, depending on many factors, including the nature and complexity of the service, the requirements of

Representative, your relationship with the Firm and Representative, size of the Account, the potential for other business or clients, the amount of work anticipated, and the time needed to manage an Account among other factors.

Your Advisory Agreement will state the specific Wrap Fee applicable to your Account. The fee will be charged and collected every 3 months on all Program Assets in each account. The fee for the WSI Wrap Program is billed in arrears based upon the value of the assets in the account on the last business day of March, June, September, and December or other such period agreed upon by you and the representative. The fee for the WAM Program, and Non-Wrap Investment Management relationships is billed in advance

based upon the value of the assets in the account on the first business day of January, April, July and October or other such period agreed upon by you and Representative.

The following is an example of how to calculate the quarterly fees for a \$1,000,000 account with an annual fee of 1.20%:

Valuation Date	Total Account Value	1.20% Fee	Quarterly Fee - \$
January 1	\$1,000,000	0.3%	\$3,000
April 1	\$980,000	0.3%	\$2,940
July 1	\$995,000	0.3%	\$2,985
October 1	\$1,075,000	0.3%	\$3,225

The Firm may offer significantly lower commissions or more favorable Wrap Fee arrangements for friends, relatives, or others with whom the Firm or Representative has established personal or family relationships.

The method for calculating the Wrap Fee for each Wrap Fee Program is described in the Wrap Fee Brochure. The actual Wrap Fee and the breakpoints, if any, will be shown in your Advisory Agreement. The breakpoints, if any, for each Program will be based on the aggregate value of all Accounts in the same household.

Please note if a Sub-adviser is engaged, your fees may be higher than the fees you would have paid if it had not been engaged. Sub-advisers may not be willing to negotiate their fees, and the Firm is not authorized to negotiate their fees. You should carefully review each Sub-Adviser Disclosure Document, the chosen Program's separate Wrap Fee Brochure and the Advisory Agreement before investing.

Generally, each Sub-adviser's fee will be paid from the Wrap Fee. The Firm and/or the Custodian reserve the right - depending on the Sub-adviser chosen and the fees it charges - to request an increased Wrap Fee if a Sub-adviser is engaged. You are not required to consent to the request. If you do not pay such increase, the Firm and/or Custodian may either engage the Sub-adviser without increasing the Wrap Fee or decline to engage the Sub-adviser.

The Wrap Fee does not cover amounts charged for any of the following (Excluded Items): internal fees or expenses which may be

associated with the Account's investments (including without limitation, internal operating or investment expenses of mutual funds, unit investment trusts, or electronically traded funds); fees imposed by mutual funds for short-term trading (typically 1% - 2% of the amount originally invested) for redemptions made within short periods of time; any mark-up, mark-down, or dealer spread (whether to the Firm, Custodian or other broker-dealers) related to any Account investment; offering discounts and related fees in connection with underwritten public offerings of securities (of which the Firm, our affiliates or Custodian may be underwriters); costs to third parties for transactions not executed through Custodian; floor brokerage or exchange fees; fees for wire transfers; costs for exchanging currencies; margin interest; interest for non-purpose loans with the account(s) used as collateral; taxes; postage and handling fees; or other expenses incurred with respect to any investments made for the Account. All the Excluded Expenses will be direct or indirect expenses borne by the Account and will be in addition to the Wrap Fee.

In addition to the Wrap Fee, you will also be responsible for any other fees and charges described in the Advisory Agreement, as well as any fees charged pursuant to the agreement with a Sub-adviser, if any, and any other applicable fees or charges described in this Brochure or in any agreement with the Custodian or other third parties.

The Firm will utilize mutual fund share classes not containing 12b-1 distribution fees for its portfolio allocations. If the Client elects to hold such positions moved to the Firm and placed into the custodial account, such positions will be maintained only as non-program assets and will not be assessed a management fee. This excludes certain money market funds utilized by the Custodian. These funds may pay distribution fees; however, these fees are not included as compensation to the Representative.

You should consider all fees and expenses to fully understand the total amount of fees and expenses to be paid by the Account and to evaluate the advisory services being provided. The fees and expenses related to Money Market Funds or Mutual Funds or ETFs are disclosed in their respective prospectuses. When you choose to participate in an advisory program, you

acknowledge that you could purchase Money Market Funds or Mutual Funds or ETF's directly without paying the Wrap Fee.

Advisory Services Fee

Each Representative establishes the fee schedule for the Advisory Services he or she provides. You and Representative will negotiate the fee schedule before entering into a planning or consulting arrangement. Fees for Advisory Services may be charged on an hourly basis, and the standard the Firm rate is \$200.00/hour. Fees may also be negotiated as a fixed one-time amount. Ongoing consultation fees may be calculated as a percentage of assets and collected quarterly. Fee discounts are allowable and will vary depending upon 1) the Representative who provides the services; 2) the complexity of your situation and the services to be provided; 3) prior or anticipated relationships; and 4) the possibility for additional business, as determined by Representative within their discretion. All Advisory Services Agreements must be approved by the Firm.

Financial Planning arrangements terminate upon completion of the services described in the Advisory Agreement. You may terminate the Agreement at any time and will receive a prorated refund of the Fee based on the proportion of the total services that Representative has performed through the date the Firm receives written notice of such termination. Consultation services end when the Firm receives written notice of your desire to terminate the arrangement.

Non-Wrap Investment Management Fee

For non-wrap fee Investment management, the Firm charges a percentage fee on all Program Assets that covers the investment advisory services provided by the Firm. You pay a separate fee to a third-party custodian for brokerage, clearing, and custodial services. The Firm has a maximum allowable non-wrap fee of 2% per year. Investment Management Fees and certain Account terms are negotiated on a case-by-case basis, depending on many factors, including the nature and complexity of the service, the requirements of Representative, your relationship with the Firm and Representative, size of the Account, the potential for other business or clients, the amount of work

anticipated, and the time needed to manage an Account among other factors.

Compensation

B Riley Wealth Management will receive the Wrap Fee, the Non-Wrap Investment Management Fee and/or the Advisory Services Fee. It will share this compensation with Representative according to the Firm separate agreement with Representative. It is possible that the amount of compensation received, directly or indirectly, by the Firm or Representative in recommending a wrap fee program or non-wrap fee arrangement may be more than the amount of compensation the Firm or Representative would receive if they recommended another investment program.

Unless specifically excluded by the terms of the Program Agreement, account balances in the Money Market Funds are included as part of the value of the Account. Consequently, any asset-based fees owed under the Advisory Agreement will be based, in part, on the balances in these investments. In addition, Custodian may serve as adviser, sub-adviser, distributor, or administrator to the Money Market Funds and receive compensation for those services. The Money Market Funds may also pay shareholder servicing, shareholder communication, sub-accounting, and 12b-1 fees and charges to Custodian, as well as fees for the execution of purchases of fund shares, or for trade clearance, settlement, custodial or other functions ancillary thereto. These fees and charges are expenses of the Money Market Funds, which you will bear, indirectly, as a fund shareholder.

The Firm proportionate share of this compensation will increase as the aggregate balances in the Money Market Funds or other depository products increase. Consequently, the possibility of this compensation creates an incentive for the Firm to make decisions for the Account which would have the effect of increasing this compensation.

If an account is used as collateral for a non-purpose loan (securities-based lending), the Firm and your Financial Advisor may receive a portion of the interest paid on outstanding loan balances as a referral fee from the participating lender. This fee can range up to 1.00% of the interest stated on the lender's agreement. The possibility of compensation creates an incentive

for the Firm to refer these services for the Account which would have the effect of increasing this compensation.

The Firm and Custodian are permitted to route client orders for over-the-counter and listed equity securities to selected market makers or centers for execution. Both may receive compensation in the form of a per-share cash payment for directing order flow to these market makers or centers.

General Fee Practices

Transactions that have not settled prior to the last trading day of a calendar quarter may be included in either the current or the following calendar quarter, as determined by the Firm on a consistent basis. Fees are not charged based on a share of capital gains or capital appreciation of the funds or any portion of the funds of an advisory client.

Unless otherwise provided in the Advisory Agreement, the Firm will calculate the Wrap Fee on a 365-day year so that the amount payable each quarter will be based on the actual number of calendar days in that quarter. If you terminate your Account prior to the end of any quarter, you will receive a pro-rated refund, if any, of advisory fees paid in advance.

Unless otherwise limited by the custodian or an agreement with a Sub-adviser or Separate Account Program, and subject to usual and customary securities settlement procedures, you may make additions or withdrawals from your Account at any time. No fee adjustment will be made for appreciation or depreciation in the value of any Account during any fee calculation period. Unless expressly provided in the Advisory Agreement, no refund or other adjustment of a Wrap Fee already paid will be made because of a decline in the value of the Account (whether due to market losses or withdrawals); provided, in the event the Advisory Agreement is terminated within 5 days after execution, all Wrap Fees will be refunded, as provided in the Advisory Agreement.

The Advisory Agreement will direct the Custodian to pay the Wrap Fees as instructed by the Firm or a Sub-adviser without prior notice to you and without your consent. All Account assets, transactions, and Wrap Fees will be

shown on the monthly or quarterly Account statements provided by the Custodian.

Conflicts of Interest

It is possible that the compensation received, directly or indirectly, by the Firm or the Representative for recommending a wrap fee program may be more than the compensation the Firm or Representative would receive if they recommended another program.

Consequently, the Firm and Representative would have a financial incentive to recommend a wrap program over other programs or services that might meet your needs at a lower cost (such as, mutual funds, ETFs, or fee-plus-commission arrangements).

The Firm does not create or promote proprietary products. The Firm does not own or manage mutual funds, exchange traded funds (ETFs), annuities or insurance products. However, through common ownership by B. Riley Financial, Inc., the Firm will have access to proprietary products offered by an affiliate. This affiliate, B Riley Asset Management; as the fund adviser receives the full investment management fees on these funds, as well as trading revenues. For these products, the Firm will not impose quotas to sell these products or offer any differential compensation to its Representatives which may influence a recommendation in favor of these proprietary products.

Please note that the amounts charged to your Account for services, fees, expenses, or costs that the Firm has performed, incurred, advanced, or paid on the Account's behalf (whether billed to you, the Account, or the Firm) will include a reasonable profit, unless prohibited under the Advisory Agreement or applicable laws, regulations, or rules.

The existence of this profit creates a conflict of interest that could influence the Firm to recommend opening or maintaining Accounts that may have higher costs or less favorable services than other suitable alternatives which do not provide equivalent compensation to the Firm or the Representative.

If you choose to participate in a cash sweep program, you may pay more in program fees than the interest earnings that may be generated by these cash and cash equivalent assets. Smaller Accounts may be affected more due to

fee structures that favor larger accounts. There are differing risks and account protection features between the sweep options. For further information about the cash sweep options, including fees associated with the sweep

products, please review the Client Account Agreement, which is provided by First Clearing at the time the brokerage account is established. Additional information about the Money Market Funds is found in their prospectuses.

Item 6 – Performance Based Fees and Side by Side Management

The Firm does not charge or accept performance-based fees. Consequently; it does not have a conflict of interest with Side by Side Management, which involves favoring those accounts with performance-based fees over those without such fees. The Firm cannot increase its compensation by generating higher returns in certain accounts. We, therefore, do not have an incentive to manage certain accounts differently than others on this basis.

Item 7 – Types of Clients

The Firm provides investment advisory services to individuals, high net worth individuals, pension plans, wrap programs, trusts, estates, charitable organizations, corporations, and other business entities.

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

Methods of Analysis

Representative may utilize or rely on financial newspapers and magazines, corporate rating services such as Morningstar, annual reports, prospectuses and press releases, research reports and analysis of performance provided by First Clearing, the Firm, or other third parties, and publicly available research and reports. Representatives may also utilize and rely on research reports from the B. Riley/FBR Research Department.

Investment Strategies

As a firm, B Riley Wealth Management does not establish and follow any investment strategy, other than as may be set forth in a particular Wrap Fee Program. Aside from any Wrap Fee Program parameters, each Representative may determine the strategies and products to be used to achieve the objectives of the Account. Subject to the Advisory Agreement, including the Investment Policy Statement, or as otherwise provided in this Brochure or in any disclosure document, the chosen strategies may include, among others, long-term purchases, short-term purchases, day-trading (securities bought and sold within 30 days), short sales, margin transactions, or option transactions or

strategies. Each Representative may choose to use any one or more of these or other strategies.

If a Sub-adviser or other investment manager is engaged to provide services under a Program, the Sub-adviser or investment manager will determine the strategies and investments to be used with respect to any Account it manages.

Risk of Loss

You should understand that past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable.

Investing in securities (i.e. stocks, mutual funds, bonds, etc.) involves risk of loss. Furthermore, depending on the different types of investments, there may be varying degrees of risk. You should be prepared to bear investment loss including the loss of your original principal.

Because of the inherent risk of loss associated with investing, the Firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines.

Item 9 – Disciplinary Information

Advisory Related Actions

On May 27, 2011, in accordance with an offer of settlement made by the Firm, the SEC entered an order finding that, since at least 2007 through 2009, the Firm collected undisclosed commissions, transaction charges and expenses from its wrap fee clients; failed to provide the required written disclosure and obtain the required consent on at least 3,000 principal trades; and failed to adopt, maintain and enforce a written compliance manual and code of ethics. The Firm voluntarily reimbursed its wrap fee clients all the excess commissions and charges - \$120,835. The Firm also voluntarily reimbursed the asset management fees associated with those overcharged transactions - \$47,418. In addition, pursuant to the order, the Firm agreed to disgorge the mark-up, mark-down and commission amounts associated with the improperly managed principal transactions to the affected parties - \$369,336.15. The Firm has also updated its compliance manual and code of ethics. For these violations, the Firm, the Firm's CEO, Gary Wunderlich, and the Firm's CCO, Tracy Wiswall, agreed to cease and desist orders, censures, undertakings and fines of \$125,000, \$45,000, and \$50,000, respectively.

Broker-Dealer Related Actions

In our capacity as a broker-dealer, and regarding matters unrelated to our investment advisory business:

- On October 26, 2015, the Firm consented to a censure and fine of \$50,000 by FINRA. Without admitting or denying the findings, the firm consented to the sanctions and to the entry of findings that it failed to establish, maintain and enforce an adequate supervisory system and written procedures regarding the preparation and dissemination of consolidated reports. Findings stated that although the firm's written supervisory procedures expressly permitted the preparation and dissemination of consolidated reports, they did not adequately address how the firm would supervise the use of nor how to ensure the accuracy of valuation information provided by the Registered Representative or mandate the inclusion of specific disclosures regarding the source and

accuracy of such valuation information. Findings further stated the firm failed to ensure supervisory review of reports were performed and documented by the applicable supervisor and readily available for review by the firm or regulatory authorities. The findings also stated the firm failed to establish, maintain and enforce an adequate supervisory system and written procedures for the supervision and sale of nontraditional exchange-traded funds (ETFs). Although the firm permitted its Representatives to recommend the ETFs, the firm's WSPs did not adequately address the characteristics and risks associated with them. In addition, the firm did not utilize an effective system or report to enable its supervisors to identify instances where a customer might be holding an ETF position for an extended period. The firm also failed to provide formal training to its Representatives and supervisors regarding the unique characteristics and risks of such ETFs.

- On June 24, 2014, the Firm consented to a censure and fine of \$108,343 by FINRA. Without admitting or denying the allegations, the Firm consented to the sanction and entry of findings that the Firm facilitated the sale of unregistered shares in the equity securities of two issuers, implemented inadequate supervisory systems to identify such activity and deficient supervisory and compliance procedures regarding the issue. The Firm failed to provide adequate training to the designated supervisors on how to assess the availability of an exemption from registration. Additionally, Stephen J. Bonnema, as the Firm's AML Compliance Officer, violated NASD and FINRA Conduct Rules related to the condition of the AML Compliance program. As a result, Mr. Bonnema was suspended from association with any FINRA firm in a principal capacity for ten (10) days and assessed a fine of \$5000.
- On April 16, 2013, the Firm agreed to the imposition of a penalty of \$10,000 by the New York State Department of Financial Services. the Firm waived its right to notice and a hearing on the charges that the Firm failed to disclose that it was under an SEC

order as described in the Advisory Related Actions section above, provided incorrect and untrue information in a renewal application for an insurance agent's license, and failed to report that the Firm was censured and ordered to pay a fine to the Illinois Secretary of State and the District of Columbia Department of Insurance.

- On November 13, 2012, the Firm consented to a censure and fine of \$7,500 by FINRA. Without admitting or denying the allegations, the Firm consented to the sanction and the entry of findings that the Firm failed to report to TRACE the correct contra-party's identifier for transactions in trace eligible securities and failed to report to TRACE transactions in trace-eligible securities that it was required to report.
- On October 19, 2012, the Firm consented to a censure and fine of \$36,500 by FINRA. Without admitting or denying the allegations, the Firm consented to the sanction and the entry of findings that the Firm failed to accurately disclose information regarding purchase and sale transactions effected in municipal securities to the RTRS, failed to accurately disclose the yield-to-worst to customers on trade confirmations, failed to report the correct yield to the RTRS. In addition, the Firm consented to the entry of findings that the

Firm's supervisory systems did not provide for supervision reasonably designed to achieve compliance with MSRB rules concerning MSRB Rule G-15, failed to report to TRACE transactions in trace-eligible securities within 15 minutes of the execution time, failed to accurately report to TRACE the date of execution and the accurate execution time in some trades, and failed to report to TRACE the accurate market identifier for one transaction.

- On October 25, 2011, the Firm consented to a censure and fine of \$50,000 by FINRA. Without admitting or denying the allegations, the Firm consented to the sanction and the entry of findings that the Firm failed to supervise the personal trading of research analysts who maintained accounts at other securities firms, where discretionary trading authority had been given to a third-party manager or advisor over the account. In addition, the Firm consented to the entry of findings that it issued research reports, conducted two public appearances and posted rating on the Firm website that failed to comply with FINRA disclosure requirements.

Item 10 – Other Financial Industry Activities and Affiliations

Other Activities

B Riley Wealth Management, Inc. (the Firm) is a broker-dealer as well as a Registered Investment Adviser. Its principal executive officers and most of its Representatives are registered as both Registered Representatives and Investment Adviser Representatives. You are under no obligation to engage the Firm as a broker-dealer or an investment adviser, to effect securities transactions, or to purchase any other products from or through the Firm or any of the Representatives acting on its behalf.

Certain Firm employees provide accounting services and insurance products. In these cases, the services are provided through independent

accounting firms or insurance agencies that have been established by the employee and are independent of the Firm. You have no obligation to accept such services.

The Firm or its Representative may also be engaged to provide third-party fiduciary or related advisory services outside a traditional wrap fee arrangement. In this case, additional fees for these related services will be detailed under a separate agreement and shared between the Firm and the Representative providing such services. You have no obligation to accept such services.

Please refer to the *Conflicts of Interest* section in Item 5 for further information with respect to compensation and conflicts of interest involving the Firm and Representative. Although the Firm and Representative will endeavor to place your interests first, the conflicts of interest described

in this Brochure can influence the recommendations made or actions taken regarding your Account.

The Firm and Representative will devote as much time as they believe necessary to help you achieve your investment objectives. They will not devote all or any specific portion of their working time to your affairs, and they may devote a portion of their time to other matters. Further, the Firm and its affiliates as well as

Representative may organize or become involved with other clients or in other business ventures, including other investment-related businesses. Such other businesses and the clients of such businesses may compete for the time and attention of the Firm principal executive officers and Representatives, and possibly, for limited investment opportunities, all of which can create conflicts of interest.

Other Affiliations

The advisory service of asset management almost always involves the use of a brokerage account. Being dually registered, B Riley Wealth Management (the Firm) can offer both the services of an adviser and the order entry capabilities of a broker.

As discussed in Item 4 above, you will need a brokerage account and an Advisory Agreement to participate in any of the Programs offered by the Firm. While the Firm is a broker-dealer, it uses various other broker-dealers to execute its trade requests. This makes the Firm an “Introducing Broker” and the other broker-dealer a “Clearing Broker” or “Custodian.”

For the Wrap Fee Programs discussed in this brochure, First Clearing serves as the Clearing Broker, which means that the Firm will use First Clearing to process all the trades in your advisory account. First Clearing also processes the majority of the Firm’s broker-dealer transactions and provides discounted rates as well as other benefits based on the volume of trading The Firm directs through the First Clearing platform. This could influence The Firm to recommend First Clearing Programs when other Brokers might offer you better execution. To ensure you are receiving best execution, the Firm compares each trade executed at First Clearing to the national average for price and execution speed.

First Clearing is a subsidiary of Wells Fargo & Firm, a banking and financial services organization. Wells Fargo Advisors, LLC, a non-

bank affiliate of Wells Fargo & Firm, is a registered broker-dealer and a Registered Investment Adviser that sponsors certain wrap fee programs offered by the Firm. Wells Fargo & Firm and its bank and non-bank affiliates (other than First Clearing) are referred to in this Brochure collectively as “Wells Fargo.”

The Firm also sponsors its own wrap fee programs - the WSI Wrap Fee Program (WSI) and the WAM Asset Management (WAM). Under each of these programs, the Firm provides ongoing supervision of assets and the Representatives provide continuous and ongoing investment management. Representatives may, upon authorization by you, exercise full investment discretion and choose the investments in WAM or can delegate that authority and responsibility to a third-party money manager (Sub-adviser) in WSI.

The Firm often engages Wunderlich Capital Management (WCM) to manage clients’ portfolio assets in the WSI Wrap Program. WCM is an SEC registered investment adviser owned and operated by Phillip Wunderlich. The Firm’s parent Firm, B Riley Wealth Management Holdings, Inc., also owns a 20% interest in WCM. Phillip is registered individually as an investment adviser representative with the Firm and WCM. The partial affiliate ownership could produce a conflict of interest in the operation of both businesses of which we are addressing by making full disclosure in this brochure. The WCM performance results are not reviewed by the Firm or any other third-party.

The choice of using a wrap fee program versus using a non-wrap fee program does not increase or decrease the Firm’s compensation. In either case the Firm is entitled to its portion of the advisory fee and does not receive a separate amount for per trade commissions.

For any Non-Wrap Fee relationship, you will instruct the Firm as to the third-party broker-dealer and custodian to execute and clear transactions. In instances where you instruct us to use a particular broker-dealer and custodian, we cannot assure you that such third party will provide best execution in processing transactions in the account.

Your Representative will help you evaluate the different cost structure of these programs and various other alternatives before helping you choose the solution that suits your needs.

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

Code of Ethics

The Firm has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. The B Riley Wealth Management Code of Ethics describes the firm's fiduciary duties and responsibilities to Clients. To supervise compliance with its Code of Ethics, the Firm requires that anyone associated with the firm who has access to information regarding client investment recommendations or transactions must provide an initial and annual securities holding report and quarterly transaction reports to the firm's Chief Compliance Officer.

The Firm requires that each associated person must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.

The Firm's Code of Ethics also includes the firm's policy prohibiting the use of material non-public information. Any individual who fails to abide by the firm's Code of Ethics may be subject to discipline. The Firm will provide a copy of its Code of Ethics to any Client or prospective Client upon request to the Chief Compliance Officer at the Firm's principal address.

Nothing in this Brochure or otherwise shall impose upon the Firm or any Representative any obligation to purchase or sell, or to recommend for purchase or sale, for any Accounts any security which the Firm or any of its principals, officers, affiliates, employees or Representatives purchase or sell for their own accounts or for the accounts of other clients, unless not to engage in such activity would violate the fiduciary duty or the Firm.

Participation or Interest in Client Transactions

Individuals associated with the Firm may buy or sell securities for their personal accounts identical to or different than those recommended to Clients. It is the expressed policy of the Firm that no Representative shall prefer their own interest to that of their advisory

client(s) or make personal investment decisions based on the investment decisions of clients.

Subject to the Code of Ethics, the Firm employees are permitted to trade for their own accounts side-by-side with the firm's clients in the same securities. When trading side-by-side with firm clients, the Representative is required to always place client orders first.

A client trade will be aggregated with an employee trade or trade by an affiliated account only if: 1) client trades are treated equally with employee and affiliated account trades; 2) each affiliated and non-affiliated participant in the trade will receive average execution and average commissions; and 3) securities purchased or sold will be allocated pro rata.

Personal Trading

The Firm or any of its licensed professionals may act as an investment adviser for others, may manage assets for others, may own investments in its or their own names, and/or may serve as an officer, consultant, partner or stockholder of one or more investment partnerships or other businesses. All such activity is subject to compliance with the Firm's Code of Ethics and other written procedures. In doing so, the Firm or such persons may give advice, take actions, or refrain from taking actions differing from advice given, actions taken, or actions not taken for any client.

Some of the Representatives are licensed to sell insurance products, in some cases through separate insurance businesses. These Representatives may receive commissions, deferred sales charges, on-going servicing fees, and other compensation because of a Client's purchase of insurance products. Consequently, these Representatives have a conflict of interest in recommending their Client purchase insurance products. Clients are under no obligation, contractual or otherwise, to purchase any insurance or security product or service from the Firm or any Representative.

Item 12 – Brokerage Practices

Recommendation of Brokers

As discussed in Item 10 above, B Riley Wealth Management (the Firm) will usually serve as introducing broker, and, depending on the advisory program chosen, First Clearing or Fidelity will serve as the clearing broker. For Non-Wrap Fee Arrangements, you may select a third-party broker to serve as both the introducing broker and clearing broker. The Firm and any other broker-dealers utilized relating to a Program are referred to individually as a “Broker” and collectively as the “Brokers.”

When recommending a Broker (including itself and its clearing firm), the Firm may consider the full range and quality of the Broker’s services, including, among other things: the quality of execution and related services, commissions and transaction costs, financial responsibility, experience, professionalism, responsiveness, the value of research it provides and any other factors it believes are important to the Broker’s ability to provide execution services consistent with fiduciary duties and the best interests of its clients.

The Firm does not participate in soft dollar arrangements with any of the Brokers. All services are paid for according to the separate agreement between the Firm and the individual Broker. Furthermore, the Firm does not receive client referrals from any of the Brokers. Our choice of Broker has been and will continue to be based on the value and quality of the services provided.

The Firm, as a broker-dealer and not as a registered investment adviser, does participate in soft dollar arrangements with certain customers; however, the Firm does not receive any soft dollar benefits from such customers. The Firm does provide soft dollar benefits, including eligible research and brokerage services, as a broker-dealer to certain customers of the firm. Such soft dollar arrangements are transacted pursuant to a written soft dollar agreement and in compliance with the Section 28(e) of the Securities and Exchange Act of 1934, as amended.

Directed Brokerage

In the Advisory Agreement, you will agree to direct all purchases, sales, exchanges, redemptions, or other transactions for the Account through the named Broker. Please be advised the Firm’s requirement to place all transactions through a selected Broker is a material conflict of interest. The Firm has a fiduciary responsibility to provide best execution for your transactions and would not use the named Brokers if they could not provide high quality execution services. This does not necessarily mean that you will receive the lowest cost or the best price on any given transaction.

The Firm considered the full range and quality of services available from the Brokers when choosing them to clear its trades and not just the price. Consequently, you may be able to obtain lower costs and better security pricing from a different broker-dealer and should carefully consider the value of Broker’s execution services before entering an advisory agreement with the Firm. Furthermore, the total cost of the chosen Program may exceed the combined amounts you would pay for separate advisory, brokerage and custodial services, especially if you used lower cost broker-dealers (i.e. a discount broker).

By signing the Advisory Agreement and choosing to participate in any of the offered Programs, you permit the Firm and any chosen Sub-adviser to direct all transactions through the named Broker(s). Please note the following:

- neither the Firm nor any Sub-adviser has negotiated, will negotiate, nor will be responsible for negotiating commission rates, ticket charges, or other expenses charged by the Brokers, whether through volume discounts or otherwise, or for identifying other brokers who may provide better execution or impose lower costs, whether on a trade-by-trade basis or otherwise;
- total transaction costs may exceed the amount you would pay if you were free to choose another broker-dealer, and the Firm will continue to direct transactions to the Brokers because it has determined in good faith that such amounts are reasonable in relation to the value of the brokerage,

research and other services provided by the Brokers

- trades for the Account may not participate in block trades (in which orders for several accounts are aggregated for purposes of execution) with accounts, if any, which have not directed brokerage (free accounts); and
- under certain market conditions, trades for the Account may be delayed until after execution of trades for free accounts, if any.

As a result, you may not necessarily obtain commission rates or execution as favorable as might be obtained if the Firm or a Sub-adviser were able to place transactions with other broker-dealers. Furthermore, if the Firm or a Sub-adviser has any free accounts, the prices the Account receives for its trades and the costs of execution will likely be less favorable than the free accounts receive. This will likely cause a disparity between the amounts of commissions paid, the prices received, or the net performance of your Account when compared to free accounts with similar objectives.

The Firm considers itself to be a “full service” broker-dealer and investment adviser and believes that its charges are reasonable in view of the full range of services it provides. Anyone considering a brokerage or advisory Account with the Firm should not expect the lowest Wrap Fees, commissions or other expenses, nor should they expect the best prices or performance - lower costs for comparable services or better performance are likely available through other broker-dealers or investment advisers.

Similarly, we believe a person seeking an adviser providing a minimal level of advice and service should consider the benefits of using another adviser offering different services for a lower fee. Except in very limited circumstances (generally for personal friends and family of employees and Representatives), the Firm does not offer Programs at a price point comparable with discount firms.

Client Directed Brokerage

For each Wrap Fee Program, the Firm will only place trades with the Brokers named in this Brochure. In the Non-Wrap Fee relationship, the Firm will only place trades with the Broker you designate in the Advisory Agreement. Other firms may have more flexible policies with placing transactions at any broker-dealer you may designate, but the Firm will not.

If the Firm permits you to direct brokerage transactions to a broker, the Firm will not have the authority to negotiate commissions, ticket charges, or other expenses among various brokers on a trade-by-trade basis or to obtain volume discounts from your named broker. Also, you will not participate in block trades, and the firm may delay the execution of your trades until after trades in Accounts that do not direct brokerage. When markets are volatile or when buying or selling an illiquid or thinly traded security, a delay in execution may result in less favorable prices.

Consequently, by directing brokerage you could incur higher transaction costs or greater spreads or receive less favorable net prices than might otherwise have been the case. A disparity could arise in the commissions paid, the prices received, or the net performance of Accounts in the same Program and with similar objectives, but which did or did not direct brokerage.

Duty to the Client

The Firm will monitor the Account and the quality of the execution and other services provided by the Brokers to evaluate the quality and costs of the services provided by the Brokers. Unless the Firm and the Brokers agree to alter their clearing arrangement prior to the specified time, the Firm will continue the Accounts' participation in the Programs through the Brokers, under the fee structure as then provided under your Advisory Agreement.

Valuation

Except as otherwise provided in an Advisory Agreement, the “value” of an Account (and any asset of the Account) in any of the Programs will be the sum of the long and short market values of all cash and securities (including without limitation stocks, bonds, mutual funds, money market funds, and ETFs), and the credit balances and cash balances in any Depository Product or similar bank demand deposit account. Margin debit balances do not reduce the value of the Account. In determining values, the Firm will use the prices as of the close of trading on the trade date nearest to the date such valuation is being calculated, as reported by the chosen Custodian through the electronic information system provided to the Firm.

If values are not available from the Custodian or if the Firm believes a reported value does not accurately reflect the fair value of the Account or

any asset of the Account, the Firm will consider the following, among other information, in determining the fair value:

- the bid prices of the last recorded transaction for listed securities, options and over-the-counter NASDAQ securities;
- the mutual fund's most recently reported net asset value, as computed by the fund.

We will utilize information provided by services believed to be reliable. If any prices are unavailable or believed to be unreliable, we will determine prices in good faith to reflect our understanding of fair market value.

Trade Errors

On infrequent occasions, an error may be made in an Account. For example, a security may be erroneously purchased instead of sold. If the Firm was responsible for the error, it will restore or return the Account to the position it would have been in had the trading error not occurred. Depending on the circumstances, various corrective steps may be taken, including but not limited to, canceling the trade, adjusting an allocation, or reimbursing the Account.

Item 13 – Review of Accounts

Reviews and Reviewers

The Firm considers account reviews a continuous process, with the frequency and nature of the review dependent on several factors and situations, such as: whether the Account is managed on a discretionary basis, the buying or selling of a security, balancing gains/losses for tax planning, raising or lowering cash based on market conditions, investing new capital contributions, and adjusting overall portfolio composition to maximize returns given current market conditions.

At various times, depending on the nature and reason for the review, the Firm may review the suitability of the Program in which the Account participates, the securities held within the Account and your financial resources and time horizon (Suitability Information). The Firm employs branch office managers who are responsible for performing reviews quarterly and the number of Accounts assigned to each manager depends upon the size of the branch. The Firm additionally has established a centralized review group to assist the branch office managers in these duties. The Firm uses an electronic review system that records all daily

Margin

If you choose to use margin, you should be aware that the margin debit balance will not reduce the market value of the Account's assets and will therefore increase the Wrap Fee. The increased Wrap Fee may provide an incentive for the Firm and Representative to recommend portfolio strategies or Third-Party Advisers who use margin strategies.

The use of margin is not suitable for all investors, since it increases leverage in the account and therefore its risk. Please see the Margin Disclosure Statement and the Account Terms and Conditions for more details on the risks of margin use.

transactions and searches for trades that violate certain of its procedures. The Firm's Compliance Department will periodically review this system and a sampling of the transactions it records to make certain it continues to alert the managers to possible procedural violations.

Reports

All Clients (other than financial planning Clients) will receive the following reports from the Custodian:

- confirmation of each securities transaction (unless the Client waives receipt),
- all other documents required by law to be provided to security holders; and
- a quarterly statement reflecting all activity in the Account during the preceding period, including all transactions made on behalf of the Account, all contributions and withdrawals, all fees and expenses, and the value of the Account at the beginning and end of the period.

The Advisory Agreement for some Programs may provide for additional reports. Accounts will

receive performance or other reports only as specifically provided in the Advisory Agreement.

Other Client Communication

For each Account, Representative will provide investment advice; provided, however, that certain programs, such as WISDM, are based upon a model portfolio of securities which are not customized per investor. Your Representative, chosen Sub-adviser, or other investment manager will manage the Account based on your Suitability Information. At least annually, Representative will contact you to determine whether there have been changes in the Suitability Information, including whether you wish to impose new investment restrictions or modify existing restrictions to the extent allowable under the terms of a particular investment strategy or Wrap Fee Program. Representative and the Firm will make themselves reasonably available for consultation.

You will retain, with respect to all securities and funds in the Account, to the same extent as if

you held the securities and funds outside of the program, the right to:

- withdraw securities or cash;
- vote securities or delegate the authority to vote securities to another person;
- proceed directly as a security holder against the issuer of any security in the Account and not be obligated to join any person involved in the Program or any other client, as a condition precedent to initiating such proceeding.

Financial Planning Clients

The Accounts of Clients receiving financial planning services will be reviewed, if at all, as provided in the Advisory Agreement. The review will be conducted by Representative, unless otherwise stated in the Advisory Agreement. Financial planning Clients will receive only the reports described in their Advisory Agreement.

Item 14 – Client Referrals and Other Compensation

Client Referrals

If your Representative refers you to another Representative for investment advisory services, both the Representatives will share in the Wrap Fees paid by the Account, in such proportions as they shall agree.

The Firm accepts referrals of prospective clients from third parties (Solicitors). Assuming the Solicitor has executed a Solicitor's agreement with the Firm and abides by all applicable laws and regulations, the Firm will share a portion of the fees generated by each referred client with the Solicitor. Each prospective client receives a Solicitor's Disclosure Document and signs a consent form before entering any agreements with the Firm.

The Firm may also receive compensation for referring you to a Third-Party Adviser. The amount of compensation will be determined by the agreement between the Firm and the Third-Party Adviser. The Firm will act as the Solicitor and deliver to you its Solicitor's Disclosure Document at the time of the referral.

Please note that payment of compensation to the Firm and Representative for recommending a Third-Party Adviser creates a conflict of interest. Although the Representatives commit to acting

in your best interests, the existence of such compensation could encourage them to make an unnecessary referral or cause them to withhold information about an alternative investment option that doesn't provide equivalent compensation.

Other Compensation for the Firm

The Firm and Representative have a conflict of interest when recommending the Firm and First Clearing as introducing and clearing brokers. An increase in the number of Accounts, amount of assets, or number of transactions processed through First Clearing will at certain levels, help the Firm meet its minimum monthly clearing fees. This is an economic benefit to the Firm, even if no additional commissions are charged. In addition, the Firm receives other fees from First Clearing such as rebates on money market or margin account balances, which are based on the number and size of the accounts and balances carried with First Clearing.

The Firm will retain the amount of these fees it receives as additional compensation and will not credit or rebate these fees against the Wrap Fees.

In certain cases, clearing brokers, custodians, or other firms who participate in the Programs or

who hold Program Accounts (each a “Sponsor”) may agree to invest a portion of the revenues from Program Accounts through allowances to the Firm, the Representatives, and other advisers, broker-dealers, or representatives whose Clients participate in the Programs.

The Firm may agree to provide the Sponsors with introductions to and information concerning itself or the Representatives and allow the Sponsors to participate in meetings and workshops. In addition, the Sponsors may agree to provide the Firm or the Representatives with organizational consulting, education, training and marketing support.

A Sponsor may pay for annual conferences designed to facilitate and promote the success of the Programs. It may offer portfolio strategists, investment managers, or investment management firms (who may also be sub-advisers for mutual funds recommended by the Firm or Representatives) the opportunity to contribute to the costs of the Firm annual conference and be identified as a sponsor of a portion of the conference. A Sponsor may agree to bear the cost of airfare for certain Representatives to attend the Sponsor’s annual conference or to conduct due diligence visits to the Sponsor’s offices. In addition, a Sponsor may, from time to time, contribute to the costs incurred by the Firm regarding conferences or other client events conducted by the Firm or a Representative.

The Brokers may provide other products and services that help the Firm or the Representative manage and administer their Accounts, but which may or may not benefit Accounts held with other custodians. These products and services may include software and other technology that provide access to Account data (such as trade confirmations and Account statements); facilitate trade execution (and allocation of aggregated trade orders for multiple client Accounts); provide research, pricing information and other market data; facilitate payment of the Firm fees from its Accounts; and assist with back-office support, recordkeeping and Client reporting. These products and services may be used to service all or a substantial number of the Firm Accounts, including Accounts not maintained with the Broker.

These payments and other economic benefits represent additional compensation to the Firm, over and above the Wrap Fees. Be aware that these various forms of compensation and

economic benefits are strong incentives for the Firm to recommend (and to continue recommending) First Clearing over other brokers, investment advisers and custodians. Furthermore, the Firm has the same strong incentive to recommend (and to continue recommending) their investment products and services over other products and services which might provide better returns or better prices, but which do not provide equivalent compensation or economic benefits to The Firm. B Riley Wealth Management intends to fulfill its fiduciary duty to act in the best interests of its clients; however, these strong economic incentives could, consciously or unconsciously, influence its decision-making. You should consider the risk from these influences on the Firm’s recommendations when deciding to begin or continue a relationship with The Firm.

Other advisers may be able to provide the same or similar services without the presence of these conflicts of interest. Other advisers or custodians may be able to provide the same or similar services for a lower cost or obtain better prices or performance.

Additionally, the Firm depends, in part, on business referred to it by its Representatives. As such, it has a strong financial incentive to maintain or improve its relationships with the Representatives so that they continue to make referrals.

Other Compensation for the Brokers

For its brokerage and related services, First Clearing may charge commissions, markups, markdowns, and other transaction-related charges, and may also charge a fee for its services as Custodian. The amount of such fees and expenses will be charged and collected separately from the Wrap Fee and will be listed in the Account opening documentation.

The other Brokers will charge and collect their own separate transaction-related brokerage and custody fees. Such expenses will be detailed in the brokerage account agreement you sign with each Broker. These fees and expenses are separate from the Firm’s advisory fee which is detailed in the Agreement you sign with the Firm.

The Brokers may receive Rule 12b-1 distribution fees, shareholder servicing, or administrative fees with respect to mutual funds or money market funds held in the Account. Cash awaiting

investment or reinvestment at a Broker may be invested in cash management or money market funds at the Broker or another Custodian (or an affiliate), pursuant to an automatic cash sweep program. The adviser to these funds may be an affiliate of the Broker or other Custodian (or its affiliate). Thus, the Brokers have an incentive to purchase mutual funds or money market funds which pay 12b-1 Fees. 12b-1 fees received by The Firm for money market funds are not provided to Representatives as compensation. Any mutual funds (to exclude money market funds) maintained in custodial accounts for Clients which provide 12b-1 fees will not additionally be included as Program Assets and will not be included as assets for calculations of Representative management fees.

The Brokers also receive non-brokerage related fees such as margin interest, IRA fees and money market fund fees, and a money market administrative fee. The Brokers may also receive compensation from funds available through the Brokers for the execution of purchases of Fund shares or the performance of clearance, settlement, custodial or other functions ancillary thereto (including, without limitation, recordkeeping, sub-accounting, shareholder communications, administrative and similar services provided to such funds).

Item 15: – Custody

Custody, as it applies to investment advisers, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds or securities. If an investment adviser can access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

The Firm is deemed to have custody of client funds and securities because you give it the authority to have fees deducted directly from your Account. The Firm also has custody when a client has a standing letter of authorization (SLOA) instructing the Firm to disperse assets or securities from the clients account to a third party. The Firm will undergo a surprise custody examination by an independent auditor for those accounts that utilize third party standing letters of authorization unless SEC rules permit the

firm to forego the surprise audit requirement. Authorization to trade in client accounts (discretion) is not deemed custody.

The Firm's established procedures require that all client funds and securities must be held at a qualified custodian in a separate account for each client under that client's name. You or your representative will execute an agreement that establishes each account; therefore, you will know the qualified custodian's name and address as well as the way your funds or securities are maintained. Finally, the qualified custodian will deliver your account statements directly to you or your representative at least quarterly. You should carefully review those statements and compare them to any communication you receive from the Firm. If you ever have questions about your statements, please feel free to contact The Firm, your Representative or the qualified custodian.

Item 16: – Investment Discretion

In certain Programs, you will grant the Firm and Representative full discretion to select the securities, to designate the strategies, and to buy, sell, or otherwise effect securities transactions for the Account without your prior notice or consent. The Firm will not manage your Account on a day-to-day basis, and will not affect transactions for the Account, except as the Firm deems necessary in the exercise of its supervisory responsibilities with respect to any Representative and its fiduciary duties.

Prior to signing the application for any such program, you will work with Representative to identify the financial situation, investment objectives, tolerance for risk, and investment time horizon for the Account (Suitability Information). You will also specify any reasonable restrictions you wish to impose on investments for the Account.

Any limitations on this discretionary authority and any reasonable restrictions you wish to place

on the Account must be included in the Advisory Agreement or on a separate Investment Policy Statement. You may change or amend Account limitations or restrictions at any time by submitting a signed writing indicating your desired changes.

All the Programs sponsored by the Firm may be discretionary. WAM Asset Management (WAM) accounts can be established either with or without discretion as acknowledged by the client per the advisory agreement. WAM accounts utilizing WISDM models are established with Firm-based discretion to facilitate trading to maintain your account in accordance with your elected portfolio model. If you choose to engage a Sub-adviser, neither B Riley Wealth Management nor Representative will have discretionary authority over your assets; however, the Sub-adviser will have full

discretion to select the investments and effect all transactions for your account. Sub-advisers do not customize their investment strategies to meet your specific objectives. Instead, each one identifies its own strategy and you choose which Programs to participate in.

The Firm will monitor Sub-adviser's activity to ensure that it adheres to its stated investment objective and inform you of any decision to terminate the Sub-adviser's engagement. Sub-adviser may terminate its services at any time, in the discretion of the Sub-adviser's discretion.

Item 17: – Voting Client Securities

Neither the Firm nor any Representative will vote or accept authority to vote proxies on your behalf. You bear full responsibility to vote or direct the voting of all proxies by or with respect to issuers of securities held in the Account. All such material should be delivered directly to you by the transfer agent. If the Firm or its Representatives receive any materials or other information regarding a proxy solicitation from the issuer or a third party, they will be solely responsible for forwarding those materials to you or the person you designate within a reasonable period.

If you represent an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, ("ERISA") as amended or Section 4975 of the Internal Revenue Code ("ERISA Client"), please note that the Firm is expressly precluded from taking any action or rendering any advice with respect to the voting

of proxies solicited by or with respect to issuers of securities held in an ERISA Plan's Account.

Also, neither the Firm nor Representative will advise or act on your behalf in legal proceedings involving companies whose securities are held or previously were held in your Account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, you may direct the Firm to transmit copies of class action notices to you or a third party. Upon such direction, the Firm will make commercially reasonable efforts to forward such notices in a timely manner.

Item 18: – Financial Information

This item is not applicable to B Riley Wealth Management. The Firm does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. We are not subject to a financial condition that is reasonably likely to impair our ability to meet our contractual commitments to our clients. We have not been the subject of a bankruptcy petition at any time.