

FORM ADV PART 2A

Current as of July 16, 2021

Securities America Advisors, Inc.

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This brochure provides information about the qualifications and business practices of Securities America Advisors, Inc. If you have any questions about the contents of this brochure, please contact us at (800) 747-6111. Securities America Advisors, Inc. is registered with the Securities and Exchange Commission (SEC) as a registered investment adviser. Registration does not imply any level of skill or training. The information in this brochure has not been approved or verified by the SEC or by any state securities authority.

Additional information about Securities America Advisors, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2 - MATERIAL CHANGES

This Item discusses only specific material changes that are made to this Brochure and provides clients with a summary of such changes. Securities America Advisors, Inc. filed its last annual amendment to its Form ADV Part 2A Brochure on March 30, 2021. Since then, the following changes have occurred:

- Item 4 – Advisory Business: Disclosure was added to reflect the addition of a Strategist Unified Managed Account which is a new type of advisory program being offered.
- Item 4 – Advisory Business: Financial Advisors Program (“FAP”) has been closed to new clients and accounts.
- Item 4 – Advisory Business: Recommendations made within the Managed Opportunities Advisor Managed Portfolios can now be made on a discretionary or non-discretionary basis as designated in the agreement.
- Item 5 – Fees and Compensation: The Firm has eliminated the conflict of interest where the Advisory Representative pays the separate transaction costs within all Firm programs.
- Item 7 – Types of Clients: Financial Advisors Program (“FAP”) has been removed and Managed Opportunities Program minimums have been updated.
- Item 9 – Disciplinary Information: The disclosure of disciplinary action related failure to implement policies and procedures for the review of automatically generated surveillance alerts was added.
- Item 10 – Other Financial Industry Activities and Affiliations: Valor Insurance Agency, Inc. has been removed from the list of Other Industry Affiliates.
- Item 10 – Other Financial Industry Activities and Affiliations: The section related to Ladenburg Thalmann Asset Management (LTAM) has been updated related to the use of Ladenburg Funds.
- Item 14 – Client Referrals and Other Compensation: The Firm now offers The Referral Rewards Program to Advisory Representatives.

Will I receive a brochure every year?

We may, at any time, update this brochure. Any material changes will either be sent to you as a summary of those changes or, depending on the extent of these changes, you will receive the entire updated brochure.

May I request additional copies of the brochure?

Absolutely. You may request and receive additional copies of this brochure in one of three ways:

Contact your Advisor with whom you are working with.

Download the brochure from the SEC website at www.adviserinfo.sec.gov. Select “investment adviser firm” and type in our Firm name.

Contact the Investment Advisory Compliance Department at 800-747-6111.

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ITEM 4 - ADVISORY BUSINESS

Securities America Advisors, Inc. ("SAA") is registered as an investment adviser with the Securities and Exchange Commission ("SEC"), SEC File No. 801-45628, in order to offer investment advisory products and services to its advisory clients. Securities America, Inc. ("SAI"), SAA's broker-dealer affiliate, is registered with the Financial Industry Regulatory Authority ("FINRA") as a broker-dealer engaged in the offer and sale of securities products. Such advisory services are offered through certain Financial Advisers ("FAs") who have registered as Investment Adviser Representatives ("Advisory Representative"). Registration does not imply a certain level of skill or training. SAA and SAI are wholly owned subsidiaries of Securities America Financial Corporation ("SAFC"). SAFC is a wholly-owned subsidiary of Advisor Group Holdings, Inc. ("AGHI"), which is owned primarily by a consortium of investors through RCP Artemis Co-Invest, L.P., an investment fund affiliated with Reverence Capital Partners LLC. The consortium of investors includes RCP Genpar Holdco LLC, RCP Genpar L.P., RCP Opp Fund II GP, L.P. and The Berlinski Family 2006 Trust.

SAA will henceforth be referred to as "we", "us", "our" or the "Firm".

We have been an SEC Registered Investment Advisor since 1994 and manage, as of December 31, 2020, \$32,675,242,719 of assets on a discretionary basis and \$6,623,795,892 on a non-discretionary basis.

Except as discussed below, each of our Advisory Representatives is permitted to offer all or any combination of the advisory programs described below to our clients ("you" or "your").

MANAGED OPPORTUNITIES PROGRAM

The Managed Opportunities Program ("Managed Opportunities") allows you to establish an account using Advisor Managed Portfolios ("AMP"), Fund Strategist Portfolios ("FSP"), Separately Managed Account Portfolios ("SMA"), Strategist Unified Managed Account Portfolios ("SUMA") and Unified Managed Account Portfolios ("UMA").

Managed Opportunities provides comprehensive investment management of your assets through the application of asset allocation planning software as well as the provision of execution, clearing and custodial services through Pershing, LLC ("Pershing") or National Financial Services, Inc. ("NFS").

Advisor Managed Portfolios (AMP)

Managed Opportunities provides risk tolerance assessment, efficient frontier plotting, fund profiling and performance data, and portfolio optimization and re-balancing tools. Utilizing these tools and based on your responses to a risk tolerance questionnaire ("Questionnaire") and discussions that you and your Advisory Representative have together regarding, among other things, your personal investment objectives and goals, time horizon, risk tolerance, account restrictions, needs, personal circumstances and overall financial situation, we construct a portfolio of investments for you. Your Advisory Representative has the option to allocate your portfolio amongst a mix of stocks, bonds, options, exchange-traded funds, mutual funds and other securities ("Program Investments") which are based on your investment goals, objectives, and risk tolerance.

Each portfolio is designed to meet your individual needs, stated goals and objectives. Additionally, you have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio.

Fund Strategist (FSP), Separately Managed Account (SMA), Strategist Unified Managed Account (SUMA) Portfolios, Unified Managed Account (UMA) Portfolios

Managed Opportunities FSP, SMA, SUMA and UMA provides you with the opportunity to invest your assets across multiple investment strategies and asset classes by implementing an asset allocation strategy. Managed Opportunities FSP, SMA, SUMA and UMA is a Wrap Account program that offers these advisory services along with brokerage and custodial services for a single, annual, asset-based advisory fee.

After you discuss your financial goals and objectives with your Advisory Representative, we will recommend an asset allocation model ("Model") to you which will consist of:

- a) Investment strategies serviced and created by third party money managers that are registered investment advisors (sometimes known as sub-advisors, but collectively referred to as "Investment Managers") or your Advisory Representative that generally consist of a selection of mutual funds, exchange traded products, equities, and or bonds;
- b) Mutual funds and ETFs ("Funds");
- c) or a combination of the preceding bundled together in an investment asset allocation model.

We will recommend a Model to you based on your responses to a Questionnaire and discussion that we have together regarding among other things, your personal investment objectives and goals, time horizon, risk tolerance, account restrictions, needs, personal circumstances and overall financial situation. In addition, you can place reasonable restrictions on investments held within your Managed Opportunities account. All recommendations in the Managed Opportunities are made on a discretionary basis, which means your Advisory Representative can act without your prior approval.

One or more Investment Managers available for use in the FSP, SMA, SUMA and UMA Portfolios are affiliated entities of SAA. Selecting, recommending or promoting the use of its affiliated entity is a conflict of interest for SAA due to the additional compensation received by such affiliate.

For further Managed Opportunities details, please refer to the Managed Opportunities Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in Managed Opportunities. Please read it thoroughly before investing.

FINANCIAL ADVISORS PROGRAM

The Financial Advisors Program ("FAP") provides comprehensive investment management of your assets through the application of asset allocation planning software as well as the provision of execution, clearing and custodial services through Pershing, LLC ("Pershing") or National Financial Services, Inc. ("NFS"). The FAP is only available to clients who are already invested in it and it is not being offered to new clients or accounts.

FAP is a program where the Advisory Representative is the portfolio manager. Your Advisory Representative has the option to allocate your portfolio amongst a mix of stocks, bonds, options, exchange-traded funds, mutual funds and other securities ("Program Investments") which are based on your investment goals, objectives, and risk tolerance.

Each portfolio is designed to meet your individual needs, stated goals and objectives. Additionally, you have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio.

For further FAP details, please see the FAP Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in FAP. Please read it thoroughly before investing.

PARTICIPANT RETIREMENT PROGRAM

Through the Participant Retirement Program, SAA and Advisory Representative offer investment advisory services relative to participants' in tax-exempt retirement account assets in employer sponsored retirement plans (Plan).

Under the Participant Retirement Program, you elect to have your Advisory Representative manage your contributions to the Plan, any contributions by your employer or Plan sponsor on your behalf and any other additions to the Plan on behalf of or attributable to you (collectively, Plan Assets). Through your Advisory Representative, SAA provides advice with respect to Plan Assets in your account only, including additions, substitutions and proceeds. SAA is not responsible for the actions or non-actions of predecessor investment

advisors, managing any assets other than the Plan Assets allocated to your account or the administration of the Plan. In managing your account, SAA will, but is not required to, consider any other securities, cash or other investments owned by you.

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 or securities. Your Advisory Representative 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.

At no time will SAA act as custodian of the Plan or have direct access to the Plan's funds and/or securities. Fidelity Institutional Wealth Services maintains custody of all Plan Assets in your account and will process the orders for securities transactions in your account in its broker/dealer capacity as your Advisory Representative enters such orders.

The client agreement can be terminated at any time for any reason; however, services will continue until either party gives written notice of termination to the other party. Closing the account causes the agreement to be terminated. Termination is effective upon receiving notice, although transactions in progress will be completed in the normal course of business. Terminating the agreement will not affect either party's liabilities or obligations arising out of transactions initiated prior to termination or the provisions regarding arbitration, all of which will survive any expiration or termination of the agreement.

Upon termination, you will have the exclusive responsibility to monitor the securities in your account, and we will have no further obligation to act or provide investment services with respect to those assets. If you terminate the agreement within 5 business days of signing it, you will receive a full refund of all fees and expenses. If the agreement is terminated more than 5 days after its execution, any prepaid, unearned management fees will be calculated and promptly refunded based upon the number of days remaining in the billing period after the termination date.

LOCKWOOD PROGRAMS

Lockwood Advisors Incorporated ("Lockwood") sponsors various wrap fee programs available to your Advisory Representative for use with clients. These programs offer investors a variety of sub-advisors to select from and the sub-advisors then select investments for the programs.

The Private Investment Management Program (PIM) is a discretionary program where the advisor is the portfolio manager utilizing mutual funds, stocks, bonds, ETF, UITs and options in client accounts. The minimum amount required to establish and maintain an account is \$50,000.

The Asset Advisor Program is a non-discretionary investment advisory program where the client ultimately makes the investment choice from among mutual funds, stocks, bonds, ETF, UITs and/or options. The minimum amount required to establish and maintain an account is \$25,000.

Brokerage transactions in the Lockwood programs are processed by SAI, our affiliated broker/dealer, and cleared by Pershing. SAI provides compensation to SAA to offset our administrative costs. SAA, SAI and your Advisory Representative do not act as custodians for Lockwood program accounts; Pershing maintains custody of funds and securities. You authorize us to deduct fees directly from your account to pay for investment management services. In these cases, we are considered to have limited custody of your assets. SAA and SAI will also be deemed to have limited custody based on certain transmittal policies. Please refer to Item 15 Custody for more information.

In certain program accounts, some investment products (e.g., fixed income securities, certain thinly traded securities, illiquid securities or ETFs) can occasionally be "stepped out" to other broker/dealers in order to gain best execution, minimize market impact, access new issues or specialized securities, receive research and other soft dollar services or for operational efficiency. In some instances, stepped out trades are executed by the other broker/dealer without any additional commission, mark-up or mark-down. In other

instances, the executing broker/dealer may impose a commission, mark-up or mark-down on the trade. If trades are placed with a broker/dealer that imposes a commission or equivalent fee on the trade (including a commission imbedded in the security price), the client will incur trading costs in addition to the wrap fee paid to his or her Advisory Representative. Due to the additional costs incurred, managers engaging in step-out trades will generally cost more than managers who do not utilize step-out trades.

ARCHITECT/STRUCTURE PROGRAMS

In July 2020, Investacorp, Inc. ("Investacorp") and Investacorp Advisory Services, Inc. ("IAS"), were acquired and merged into SAI and SAA respectively. SAI replaced Investacorp as the broker/dealer and SAA replaced IAS as the registered investment adviser on all Architect and Structure Platform program accounts transferred due to the acquisition. The Architect and Structure Platform program accounts ("Transferred Investacorp Accounts") are only available to clients who are already invested in them and are not being offered to new clients or accounts.

If you have assets in one of the Transferred Investacorp Accounts, the Architect and Structure Platform programs provide you with investment advisory and brokerage execution services for a fee through an arrangement with Envestnet, an unaffiliated SEC-registered investment advisor that provides investment management and investment advisory services. Envestnet's technology assesses and assists your Advisory Representative in determining your risk tolerance. Based upon your risk tolerance, the Architect/Structure Program utilizes a system that assists your Advisory Representative in selecting investment products, program account types and/or asset allocation that align(s) with your risk tolerance.

Each of our Advisory Representatives negotiates his or her own account fee schedule. The account fees paid by you include portions paid to your Advisory Representative, as well as to SAA and the custodian. Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

For complete fee details, including account fee schedule guidelines and a list of transaction charges, please see the Architect/Structure Program brochure.

ENACT, ENCOMPASS, AND ENCOMPASS SMA PROGRAMS

In September 2020, Securities Service Network, LLC ("SSN") and SSN Advisory, Inc. ("SSNAI") were acquired and merged into SAI and SAA respectively. SAI replaced SSN as the broker/dealer and SAA replaced SSNAI as the registered investment adviser on all Enact, Encompass and Encompass SMA program accounts transferred due to the acquisition. The Enact, Encompass, and Encompass SMA program accounts ("Transferred SSNAI Accounts") are only available to clients who are already invested in them and are not being offered to new clients or accounts.

If you have assets in one of the Transferred SSNAI Accounts, the Enact, Encompass and Encompass SMA programs provide you with investment advisory and brokerage execution services for a fee through an arrangement with Envestnet, an unaffiliated SEC-registered investment advisor that provides investment management and investment advisory services. Envestnet's technology assesses and assists your Advisory Representative in determining your risk tolerance. Based upon your risk tolerance, the Enact, Encompass and Encompass SMA programs utilize a system that assists your Advisory Representative in selecting investment products, program account types and/or asset allocation that align(s) with your risk tolerance.

Each of our Advisory Representatives negotiates his or her own account fee schedule. The account fees paid by you include portions paid to your Advisory Representative, as well as to SAA, the custodian and, if applicable, the third-party money managers selected. Advisor fees are set independently regardless of manager selected. Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

For complete fee details, including account fee schedule guidelines and a list of transaction charges, please see the Enact, Encompass and Encompass SMA program brochure.

KMS ADVISOR MANAGED PROGRAM ACCOUNTS

In November 2020, KMS Financial Services, Inc. (“KMS”) was acquired and merged into SAI and SAA. SAI replaced KMS as the broker/dealer and SAA replaced KMS as the registered investment adviser on certain KMS Advisor Managed Program accounts transferred due to the acquisition (“Transferred KMS Accounts”). The Transferred KMS Accounts are only available to clients who are already invested in them and are not being offered to new clients or accounts.

If you have assets in one of the Transferred KMS Accounts, the KMS Advisor Managed program provides you with investment advisory and brokerage execution services for a fee through an arrangement with Envestnet, an unaffiliated SEC-registered investment advisor that provides investment management and investment advisory services. Envestnet’s technology assesses and assists your Advisory Representative in determining your risk tolerance. Based upon your risk tolerance, the KMS Advisor Managed program utilizes a system that assists your Advisory Representative in selecting investment products, program account types and/or asset allocation that align(s) with your risk tolerance.

Each of our Advisory Representatives negotiates his or her own account fee schedule. The account fees paid by you include portions paid to your Advisory Representative, as well as to SAA and the custodian. Mutual funds and ETFs invested in the account also have their own internal fees (“internal fund expenses”) which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

For complete fee details, including account fee schedule guidelines and a list of transaction charges, please see the KMS Advisor Managed program brochure.

INDEPENDENT MANAGED ASSETS PROGRAM

Through the Independent Managed Assets Program (“IMAP”), we can also offer you the services of various third-party money managers (“Third Party Money Managers” or “TPMMs”) for the provision of certain investment advisory programs including mutual fund wrap and separately managed account programs. In doing so, we act in a “co-advisory” or “solicitor” capacity. SAI does not serve as broker-dealer for your Third Party Money Manager account except for certain accounts detailed below.

One or more of these third-party money managers is affiliated with SAA, which creates a conflict because of the compensation SAA’s affiliates can receive from the placements. We deal with this conflict through our processes designed to determine the suitability of the IMAP programs offered to clients. We also conduct reviews to assess the adequacy and appropriateness of the investment recommendations made by our Advisory Representatives. Refer to Item 10, *Other Financial Industry Activities and Affiliations*, for additional information.

IMAP money managers have differing minimum account requirements and a variety of fee ranges. Each manager’s advisory services, fees and expenses, program termination and other information is set forth in their disclosure brochures, client agreements, account opening documents and applicable fund prospectuses. Your Advisory Representative will assist you in opening an account and, when doing so, you will execute an agreement directly with the selected money manager.

Most third-party money managers assume limited discretionary authority over your account, meaning that the selected manager has the authority to purchase and sell securities in your account without contacting you first. Some third-party managers may allow you to impose restrictions on investing in specified securities or types of securities.

When acting in a co-advisory capacity, SAI and the Third Party Money Manager are jointly responsible for the ongoing management of your account. In connection with this agreement, your Advisory Representative will provide assistance in the selection and ongoing monitoring of a particular Third Party Money Manager. Factors we consider in the selection of a particular Third Party Money Manager include, but are not limited to:

- a) Our assessment of a particular Third Party Money Manager;
- b) Your risk tolerance, goals, objectives and restrictions, as well as investment experience; and
- c) The assets you have available for investment.

In some instances, your Advisory Representative has discretion to act as the portfolio manager for your account.

If you are interested in learning more about these services, please note that a complete description of the programs, services, fees, payment structure and termination features are available via the applicable Third Party Money Manager's disclosure brochures, investment advisory contracts, and account opening documents.

You should know that the services provided by us through the use of Third Party Money Managers are under certain conditions directly offered by them to you. The fees charged by Third Party Money Managers who offer their programs directly to you may be more or less than the combined fees charged by the Third Party Money Manager and us for our participation in the investment programs.

Your Advisory Representative can also act purely in a solicitor capacity when referring you to a TPMM. When acting as a solicitor for the TPMM program, the Firm and your Advisory Representative do not provide advisory services in relation to the TPMM program. Instead, your Advisory Representative will assist you in selecting one or more TPMM programs believed to be suitable for you based on your stated financial situation, investment objectives, and financial goals. The TPMM will be responsible for assessing the suitability of their investment recommendations against your risk profile and are compensated for referring you to the TPMM program. This compensation generally takes the form of the TPMM sharing a percentage of the advisory fee you pay to the TPMM. When we act as a solicitor for a TPMM program, you will receive a written solicitor disclosure statement describing the nature of our relationship with the TPMM program, if any; the terms of our compensation arrangement with the TPMM program, including a description of the compensation that we will receive for referring you to the TPMM program. Please consult the applicable Third Party Money Manager's agreement for further information.

The amount of compensation received by our firm and your Advisory Representative from a particular money manager could be higher than the compensation received from another money manager. This is because compensation structures vary by product type as well as manager programs provided. This results in a conflict of interest because your Advisory Representative has a financial incentive to recommend one money manager over another in order to receive greater compensation. There may be other suitable money managers that may be more or less costly.

No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

Trading by third-party money managers sometimes trigger wash sale rule implications. A wash sale occurs when a security is sold at a loss and then the same or substantially identical security is repurchased within a short time period. The third-party money manager cannot necessarily manage accounts in IMAP in a manner to avoid wash sale implications. You are encouraged to consult with a tax advisor to discuss any tax implications involving your portfolios in these and in all advisory programs.

Envestnet Asset Management, Inc.

SAA has an agreement with Envestnet that allows our Advisory Representatives to offer the Envestnet Direct Program as a TPMM to clients. SAI serves as broker/dealer for certain Envestnet accounts that were transitioned from IAS on the NFS platform. In these instances, SAA receives a platform fee of up to 25

basis points for providing administrative services. This relationship with Envestnet Direct on NFS is only available to clients who are already invested in them and they are not being offered to new clients or accounts.

RETIREMENT OPPORTUNITIES PROGRAM

This program is no longer eligible for new client accounts; however, there are a limited number of legacy accounts grandfathered which continue to be serviced by some Advisory Representatives. Through the Retirement Opportunities Program, SAA and Advisory Representatives provide investment advisory services to retirement plans.

FINANCIAL PLANNING AND FINANCIAL PLANNING CONSULTATION SERVICES

SAA and your Advisory Representative offer advice through the presentation of financial plans. Clients using these services receive a plan providing them with a financial blueprint designed to achieve their stated financial goals and objectives. Financial plans focus on specific areas of concern to you including, but not limited to:

- Cash management
- Insurance coverage
- Death and disability planning
- Tax considerations
- Divorce planning
- College Planning
- Investment portfolio review
- Estate and retirement planning

SAA and your Advisory Representative also provide financial planning consultation services on specific areas of concern to you including, if requested, retirement plan consulting services to a plan sponsor or to individuals wanting advice on plan investments allocations. Additionally, SAA and your Advisory Representative provide financial planning services to business entities and groups requesting educational services and financial planning seminars or individual consulting and planning services for employees or members. If individual planning or consulting services are provided, each participating employee or member will be required to execute a separate agreement with us. These services will be advice-only services; SAA and your Advisory Representative will not implement transactions on your behalf as part of these services.

If you want SAA or your Advisory Representative to implement transactions on your behalf, you need to enter into an agreement with SAA and your Advisory Representative for one or more of the management services described in this document. In the alternative, your Advisory Representative can also be a SAI registered representative and, if so, you can engage him or her in this separate capacity to establish a brokerage account and implement transactions. A conflict exists if your Advisory Representative is a SAI registered representative and you choose to buy product(s) through him or her in this separate capacity. This is because, as a SAI registered representative, he or she can receive a commission on the product(s) sold in addition to the fees charged for financial planning and/or financial planning consultations provided in his or her capacity as an Advisory Representative. Your Advisory Representative can recommend investments to you requiring you to pay management fees and/or broker/dealer commissions if SAI processes the transaction.

You are under no obligation to act upon SAA's or your Advisory Representative's recommendations, and you have sole discretion whether to implement any recommendations. If you elect to act on any of the recommendations, you are under no obligation to effect transactions through SAA or SAI.

When providing financial planning and consultation services, your Advisory Representative gathers information through interviews concerning your current financial status, goals and objectives, risk tolerance and time horizon. If you implement a recommendation, we urge you to work closely with your attorney,

accountant and/or insurance agent. Your Advisory Representative can also provide advice on non-securities matters. Generally, this is in connection with rendering estate planning, college planning and insurance and/or annuity advice.

Some states preclude your Advisory Representative and SAA from receiving a financial planning fee for services customarily associated with soliciting insurance sales or servicing an insurance contract. Other states permit your Advisory Representative and SAA to receive an insurance financial planning fee and an insurance commission provided certain conditions are met, such as written disclosure about the services and compensation. Please consult with your Advisory Representative if you have questions regarding which regulations govern you and your account.

Financial planning services can be terminated at any time upon written notice of either SAA's Advisory Representative or the client. Upon termination, clients are entitled to a refund of all deposits not already earned. Clients can terminate services within 5 business days from the date of executing the agreement for services and receive a refund of no less than one-half of the retainer or any unearned portion of the retainer, whichever is greater. If clients do not receive SAA's written disclosure brochure at least 48 hours prior to executing the agreement for services, they have 5 days from the engagement date to cancel with a full refund of any fee or retainer.

RETIREMENT PLAN ADVISORY SERVICES

SAA provides qualified retirement plans with investment advisory services that are fiduciary and/or non-fiduciary in nature. Fiduciary services include plan review (e.g., design, operations, documentation and benchmarking plan expenses) and recommendations (regarding the investment policy statement, investment options and/or investment managers). Non-fiduciary services include participant education and communication. Services can be provided on a discretionary or non-discretionary basis.

For all services provided, the plan's named fiduciary retains decision-making authority and responsibility for the plan's investment policy statement, selecting and maintaining investment alternatives available under the plan and implementing any plan, advice or strategy provided by SAA and/or its Advisory Representative.

Under the Retirement Plan Advisory Agreement, the plan sponsor authorizes and engages SAA and its Advisory Representative to provide services to the plan. When providing these services, SAA and its Advisory Representative can rely on information provided by independent third parties who are believed to be reliable. However, SAA and its Advisory Representative have no obligation to independently verify the information provided by them. The named fiduciary acknowledges that SAA and its Advisory Representative rely on such third-party information while providing any requested services and will have no liability for the accuracy or consistency of such information or for any loss caused by such information. SAA and its Advisory Representative also rely on material and pertinent information provided by the named fiduciary about the plan, its participants and beneficiaries. The advisor has no obligation to verify the information provided by the named fiduciary and will have no liability for any loss caused by errors in such information.

Your Advisory Representative can provide any of the following services as selected by the plan sponsor and named fiduciary:

Fiduciary Services

I. Non-Discretionary Advisory Services

- (a) Plan Review (Design, Operations and Documentation). Your Advisory Representative can:
- Recommends protocols to help the plan's named fiduciary establish a plan committee to prudently manage and administer the plan. The named fiduciary is solely responsible for implementing the committee's protocols and for appointing or removing committee members. If requested, the Advisory Representative will train committee members regarding fiduciary duties and help coordinate regular meetings.

- Updates the named fiduciary about current and proposed legislative initiatives.
 - Provides fiduciary training as needed (upon request).
 - Helps with updates to existing procedures and provide recommendations regarding plan operation, documentation and establishing an audit file.
 - Helps develop requirements for responding to participant requests and reconciling participant disclosures under Section 404(a)(5) of the Employee Retirement Security Act of 1974 (ERISA).
- (b) **Benchmark Plan Expenses.** Your Advisory Representative meets with the named fiduciary and conducts a periodic review of fees and costs charged to the plan by other service providers.
- (c) **Plan Investment Policy Statement.** Along with the named fiduciary, your Advisory Representative reviews the investment objectives, risk tolerance and goals of the plan. If the plan does not have an investment policy statement (IPS), the Advisory Representative recommends investment policies to assist the named fiduciary in establishing an appropriate IPS. If the plan has an existing IPS, the Advisory Representative reviews it for consistency with the plan's objectives; if it does not represent the objectives, the Advisory Representative recommends revisions to establish investment policies consistent with plan objectives.
- (d) **Recommendations Regarding Investment Options and/or Investment Managers.** The Advisory Representative provides the following services:
- Based on the plan's IPS or other established investment guidelines, the Advisory Representative reviews investment options available and makes recommendations to the named fiduciary.
 - Once the named fiduciary approves any model portfolios, default investment alternative(s) (DIAs) or qualified default investment alternative(s) (QDIAs), the Advisory Representative provides periodic reports, information and recommendations designed to assist in monitoring plan investments. If an investment must be removed due to IPS criteria, the Advisory Representative provides information and analyses to evaluate replacement investment alternatives for model portfolios. Upon reasonable request, the Advisory Representative also makes recommendations to rebalance the model portfolios in order to maintain their desired allocations.
 - Based on the IPS or other established guidelines, the Advisory Representative reviews potential investment managers and makes recommendations for selecting one or more managers for the plan. Once the named fiduciary approves the investment manager, the Advisory Representative periodically provides reports, information and recommendations to assist in monitoring the managers. If a manager must be removed due to IPS criteria, the Advisory Representative provides information and analyses to evaluate replacement investment managers.
- (e) **Participant Investment Advice.** In some legacy accounts, the Advisory Representative meets with participants at least annually and provides investment advice based on each individual's financial situation, investment situation and tax status. The Advisory Representative prepares recommendations regarding the appropriate amount of contributions and choice of investments, and the participant has sole discretion whether or not to implement those recommendations.

II. Discretionary Advisory Services

Discretionary Investment Manager. The plan trustee appoints SAA and its Advisory Representative as an "investment manager." To the extent SAA and its Advisory Representative provide discretionary advisory services under the Retirement Plan Advisory Agreement, they acknowledge their status as "investment manager" for purposes of ERISA Section 3(38). SAA and its Advisory Representative may maintain investment portfolio(s) on a discretionary basis,

including investing, rebalancing assets, changing asset allocations or changing underlying model portfolios. The advisor and its Advisory Representative exercise this authority in accordance with the objectives set forth by the named fiduciary (as may be amended from time to time) and in accordance with any additional written guidelines and/or investment policies provided by the named fiduciary. SAA and its Advisory Representative communicate their decisions to the named fiduciary on a reasonable basis.

Non-Fiduciary Services

Participant Education and Communication. Your Advisory Representative provides educational and investment related information, materials and software as allowed by rule or regulation as long as the information does not constitute giving fiduciary investment advice. This includes but is not limited to:

- Conducting periodic group enrollment and education meetings with employees and educational meetings with plan participants and beneficiaries.
- Providing information and materials informing plan participants, employees or beneficiaries about the benefits of plan participation, the benefits of increasing contributions, the impact of pre-retirement withdrawals, the terms of the plan or operations of DIAs. The information provided includes interactive investment materials to assist with future retirement income needs and the impact of different asset allocations on retirement income.
- Providing retirement readiness consulting, which can include third party software to assess a "gap" analysis to determine sufficient retirement income.

If requested, participant education extends to analyzing plan expenses and fees. The Advisory Representative will not render individualized investment advice to participants and will not be held to a fiduciary standard for the non-fiduciary services rendered.

Covered Service Provider Disclosures for ERISA Plans

As a covered service provider to ERISA plans, SAA and SAI will comply with the U.S. Department of Labor regulations on fee disclosures. SAI, SAA and your Advisory Representative will disclose (i) direct compensation received from ERISA clients, (ii) indirect compensation received from third parties and (iii) transaction-based compensation (e.g., commissions) or other similar compensation shared with related parties servicing the ERISA plan. These fee disclosures will be made reasonably in advance of entering into, renewing or extending the advisory service agreement with the ERISA client.

In some instances, SAA and your Advisory Representative will be providing certain services to the plan in a fiduciary capacity while providing other services that are not fiduciary in nature. The Retirement Plan Advisory Agreement executed between SAA and the plan will specifically state whether or not the Advisory Representative is acting in a fiduciary capacity when providing the services. Schedule A of the Retirement Plan Advisory Agreement discloses the scope of services that are being provided to the plan. Such services are disclosed as "fiduciary" or "non-fiduciary." "Fiduciary" services are further disclosed as either discretionary or non-discretionary.

Fees for retirement plan advisory services are charged on either an asset based or flat fee basis, although some legacy accounts can have advisory fees or level commissions charged instead. The Retirement Plan Advisory Agreement will disclose the fees to be charged, as well as other compensation received by SAA, your Advisory Representative or their affiliates in connection with providing services to your plan or any other charges (e.g., transaction fee charges) applying to plan accounts.

Services can be terminated by the plan's named fiduciary without penalty within 5 days of executing the Retirement Plan Advisory Agreement. After that, the Agreement can be terminated by SAA or the named fiduciary at any time with 60 days' prior written notice. The Agreement will not terminate if it is assigned to a different Advisory representative.

SEMINARS

Our Advisory Representatives provide educational seminars and workshops covering various financial and investment topics. These seminars are provided to the general public or to larger groups, such as corporations. No individualized advice is provided to participants. Seminars are provided at either no cost or for a fee charged to participants (i.e., to help cover expenses incurred in presenting the seminar). If fees are charged, all fees and payment provisions are fully disclosed prior to the seminar being presented.

LENDING SERVICES

Securities Backed Line of Credit (SBLOC) / Non-Purpose Loans

The Firm offers you SBLOCs offered through participating third party banks. SBLOCs are loans whereby an investor borrows against the assets in their investment portfolio without having to liquidate these securities. These loans require monthly interest-only payments, and the loan remains outstanding until it is re-paid. SBLOCs are non-purpose loans, which means the loan proceeds can be used for almost anything except the proceeds may not be used to purchase or trade securities.

An SBLOC allows you the opportunity to avoid potential capital gains taxes because you don't have to liquidate securities for access to funds. You might also be able to continue to receive the benefits of your holdings, like dividends, interest and appreciation. However, as with virtually every financial product, SBLOCs have risks and downsides. For instance, if the value of the securities you pledge as collateral decreases, you may need to come up with extra money fast, or your positions could be liquidated.

The Firm receives third party compensation from participant banks based on the amount of the outstanding loans. This compensation is a conflict of interest to the firm because there is a financial incentive for the client to maintain outstanding loans through the program. However, the firm does not share this compensation with its Advisory Representatives. The Firm and its Advisory Representatives interest in continuing to receive investment advisory fees gives it an incentive to recommend that clients borrow money rather than liquidating some of their assets managed by the Firm, when it could be in a client's best interest to sell such assets instead of using them as collateral for a loan.

Prior to establishing a SBLOC, you should carefully review the disclosure form provided by the Firm.

MARGIN LOANS

As a broker-dealer, SAI can loan you money against the value of certain stocks, bonds and mutual funds in your portfolio. That borrowed money is called a margin loan and can be used to purchase additional securities or to meet short-term financial needs. Margin loans are not available in retirement or custodial accounts. There's no set repayment schedule with a margin loan—monthly interest charges accrue to the account, and the borrower has the option to repay the principal at their convenience.

Margin can be profitable when stocks increase in value. However, the magnifying effect works the other way as well. The marginable investments in the portfolio provide the collateral for the margin loan. While the value of that collateral fluctuates according to the market, the amount borrowed stays the same. If the value of the stock's decline to the point where they no longer meet the minimum equity requirements, there will be a margin call. When this happens, the firm will ask that more cash or marginable securities be deposited into the account to meet the minimum equity requirement or it may sell securities in the account as needed. Please remember:

- Margin loans increase the accounts level of market risk;
- The firm may initiate the sale of any security in the account without contact the account owner, to meet the margin call; and
- Account owners are not entitled to an extension of time on a margin call.

The Firm has a conflict of interest in recommending to you a margin loan because SAI (in its capacity as a broker-dealer) receives a markup on the interest charged on the loan. Such markups on margin interest range up to a maximum markup of 300 basis points above the base lending rate. Your Advisory Representative is not compensated on margin loan balances and therefore does not have a conflict of interest in recommending the use of margin. Consequently, the Firm's conflict of interest to you is mitigated since your Advisory Representative does not receive additional compensation for recommending to you the use of margin. The Firm maintains policies and procedures to ensure recommendations made to you are in your best interest and in conjunction with the lack of compensation to your Advisory Representative, believe this mitigates any conflict to SAI.

Please refer to your margin agreement for additional details regarding your margin loan. Please also visit the Firm's website at www.securitiesamerica.com under Investors/Investor Information for the Pershing and NFS Schedule of Client Fees and Charges to find additional details regarding your margin loan fees.

ITEM 5 - FEES AND COMPENSATION

MANAGED OPPORTUNITIES PROGRAM

Advisor Managed Portfolios

We offer Advisor Managed Portfolios as an account where no separate transactions charges apply, and a single fee is paid for all advisory services and transactions ("Wrap Account").

We also offer Advisor Managed Portfolios with separate advisory fees and transaction charges ("Unwrapped Account"). As such, in addition to the monthly or quarterly account fee described below for advisory services, you will also pay separate per-trade transaction charges.

You will pay a monthly or quarterly account fee, in advance or arrears, based upon either the average daily balance (ADB) or the period ending balance (PEB) of your account assets under management for the previous period. Your account fees are negotiable and will be debited from your account by our custodian. On an exception basis, you can have your management fees paid from other accounts or have us bill you directly by invoice. If you terminate your participation in this program, you will be entitled to a pro-rata refund of any prepaid monthly or quarterly fees based upon the number of days remaining in the month or quarter after the date upon which the notice of termination is received.

Each of our Advisory Representatives negotiates his or her own account fee schedule.

Mutual funds and ETFs invested in the account have their own internal fees which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

Some Fund fees include 12b-1 fees which are internal distribution fees assessed by the Fund, all or a portion of which are paid to the distributor(s) of the Funds. The Firm and your Advisory Representative do not retain 12b-1 fees paid by the Funds.

In certain instances, there is opportunity to be eligible to purchase certain mutual funds and ETFs without incurring transaction charges subject to certain conditions. For details, please refer to Item 4 of the Managed Opportunities wrap fee brochure.

For complete fee details, including account fee schedule guidelines, please see the Managed Opportunities Wrap Fee Program Brochure.

Fund Strategist (FSP), Separately Managed Account (SMA), Strategist Unified Managed Account (SUMA) Portfolios, Unified Managed Account (UMA) Portfolios

We offer FSP, SMA, SUMA and UMA Portfolios as an account where no separate transactions charges apply, and a single fee is paid for all advisory services and transactions ("Wrap Account").

You will pay a monthly or quarterly account fee, in advance or arrears, based upon either the average daily balance (ADB) or the period ending balance (PEB) of your account assets under management for the previous period. Your account fees are negotiable and will be debited from your account by our custodian. On an exception basis, you can have your management fees paid from other accounts or have us bill you directly by invoice. If you terminate your participation in this program, you will be entitled to a pro-rata refund of any prepaid monthly or quarterly fees based upon the number of days remaining in the month or quarter after the date upon which the notice of termination is received.

Each of our Advisory Representatives negotiates his or her own account fee schedule. The account fees paid by client include portions paid to your Advisory Representative ("Advisory Fees"), as well as to the Firm, the custodian, and the third party money managers selected ("Program Fees"). Advisory Fees are set independently regardless of manager selected. Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus). Since fees billed to your Program account are comprised of both Program Fees and Advisory Fees, Advisory Representatives may have an incentive to select third party money managers with lower Program Fees in order to manage the overall fee charged to you. You and your Advisory Representative should consider the overall fees and expenses, including internal fund expenses, when selecting managers and other portfolio investments.

For complete fee details, including account fee schedule guidelines, please refer to the Managed Opportunities Wrap Fee Program Brochure.

FINANCIAL ADVISORS PROGRAM

As noted in Item 4, the FAP is not being offered to new accounts. We offer FAP accounts where no separate transactions charges apply, and a single fee is paid for all advisory services and transactions ("Wrap Account").

We also offer FAP accounts with separate advisory fees and transaction charges ("Unwrapped Account"). As such, in addition to the monthly or quarterly account fee described below for advisory services, you will also pay separate per-trade transaction charges.

You will pay a monthly or quarterly account fee, in advance or arrears, based upon either the average daily balance (ADB) or the period ending balance (PEB) of your account assets under management for the previous period. Your account fees are negotiable and will be debited from your account by our custodian. On an exception basis, you can have your management fees paid from other accounts or have us bill you directly by invoice. If you terminate your participation in this program, you will be entitled to a pro-rata refund of any prepaid monthly or quarterly fees based upon the number of days remaining in the month or quarter after the date upon which the notice of termination is received.

Each of our Advisory Representatives negotiates his or her own account fee schedule.

Mutual funds and ETFs invested in the account have their own internal fees which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus). Some Fund fees include 12b-1 fees which are internal distribution fees assessed by the Fund, all or a portion of which are paid to the distributor(s) of the Funds. The Firm and your Advisory Representative do not retain 12b-1 fees paid by the Funds.

In certain instances, there is opportunity to be eligible to purchase certain mutual funds and ETFs without incurring transaction charges subject to certain conditions. For details, please refer to Item 4 of the FAP wrap fee brochure.

For complete fee details, including account fee schedule guidelines, please see the FAP Wrap Fee Program Brochure.

PARTICIPANT RETIREMENT PROGRAM

You pay management fees to SAA and your Advisory Representative pursuant to the provisions of a client fee schedule, with a maximum 3% annual fee charged. Fees are paid as either a fixed percentage fee on the total assets in your account or a tiered fee schedule where the percentage-based fee is lowered as assets in your accounts increase. The exact fee charged or fee schedule used is disclosed prior to services being provided.

Fees are negotiated based on the complexity of your financial situation, the investment services to be provided, the experience and standard fees charged by your Advisory Representative and the nature and total dollar value of the Plan Assets maintained in your account. The management fee covers only the investment management services provided by us and does not include brokerage commissions or other costs associated with the purchase and sale of securities, custodial fees, interest, taxes or other account expenses.

SAA retains up to 25 basis points (.25%) of the annual fee charged to your account for the administrative and support services we provide. At our discretion, we bundle related accounts to achieve a break on management fees. Account bundling does not reduce our administrative fee; each account is priced separately for purposes of the administrative fee. Account bundling is only available for accounts with the same fee schedule and with clients in the same immediate family or under the same qualified plan. When accounts are bundled, the total average daily balance or total period ending balance for all bundled accounts is used to determine the applicable fee percentage from the client fee schedule. This percentage is then applied to each account and a fee charged to each respectively.

Fees are calculated at the beginning of each period (monthly or quarterly) based on either the average daily balance or the period ending balance of the account assets under management for the previous period. Frequency (monthly or quarterly) and basis (ADB or PEB) will be disclosed in the fee schedule. Management fees will be billed either in advance or arrears, as disclosed in the fee schedule, except for the initial fee. The initial fee is billed in arrears based on the number of days that services are provided during the first billing period. SAA retains the right to change the basis (ADB or PEB) upon which the management fee is calculated and/or the timing of billing (advance or arrears). At our discretion, SAA and/or our Advisory Representative can exclude certain assets from the calculation of management fees.

If your account has not maintained adequate cash in the account to pay management or other fees, SAA reserves the right to direct Fidelity Institutional Wealth Services to liquidate a portion of the other Plan Assets to cover the charges; a liquidation can occur at any time. You should review the documents establishing the Fidelity account for details on the tax reporting treatment of deducting management fees.

Depending upon the investment services provided, assets in excess of a threshold amount (as such amount is determined from time to time by SAA) deposited into or withdrawn from the account by you will be charged or refunded a pro-rated portion of the management fee based on the number of days during the billing period the assets were held in the account.

LOCKWOOD PROGRAMS

The maximum annualized management fee charged to you for these programs by the advisor or Advisory Representative is 3%, payable to SAA quarterly in advance. Unless otherwise agreed to in writing, the fee is calculated as a percentage of the market value of all assets in the account(s) as of the close of the last trading day of each calendar quarter prior to the billing date, except:

- (a) The initial deposit of cash or securities into the account(s) is charged a prorated fee based on the number of days during the billing period that the account is open, and
- (b) Additional deposits of cash or securities into the account(s) are charged a prorated fee based on the number of days remaining in each billing period following the date of the deposits.

Client understands that account assets can be invested in shares of investment companies, such as mutual funds or exchange traded funds, and those assets will be included in calculating the value of the account(s)

for purposes of computing fees. Shares of investment companies such as mutual funds and exchange traded funds will also be subject to additional management fees and other expenses and are 12b-1 fees to offset distribution expenses as described in the prospectuses of those funds. These amounts can be paid by the investment companies, but the fees are ultimately borne by the client. If and to the extent that assets in an account are invested in investment companies such as mutual funds or exchange traded funds, the client can indirectly pay duplicate advisory and other fees in connection with such investments. The client expressly acknowledges that transactions in investment companies such as mutual fund shares and exchange traded funds purchased or sold for the account(s) could be subject to ongoing compensation in the form of 12b-1 fees or other compensation from the fund. The client is advised that shares of investment companies such as mutual fund units purchased directly from the fund company typically would not incur a transaction fee, and client ordinarily would not incur front-end or deferred sales charges under the agreement in such case. In the event mutual funds are held in a client's account and a 12b-1 fee is received by SAA or SAI with respect to the account, the 12b-1 fee will be credited to the account.

The fee charged is either a fixed percentage fee on the total assets in your account or a tiered fee schedule whereby the percentage-based fee is lowered as assets in your accounts increase. The exact fee charged or fee schedule used is disclosed to you in the fee schedule prior to services being provided.

ARCHITECT/STRUCTURE PROGRAMS

As noted in Item 4, the Architect/Structure Platform programs are not being offered to new accounts and consist solely of the Transferred Accounts. The Architect/Structure Programs have accounts where there are separate transaction charges and accounts where no separate transaction charges apply, and a single fee is paid for all advisory services and transactions ("wrap account"). For those advisory programs in which we offer wrap account pricing, advisory services as well as transaction and other services are provided for one fee that is calculated based on the value of assets under management.

If you have assets in the Architect/Structure Platform programs as one of the Transferred Accounts, you pay a quarterly account fee based upon the market value of the assets held in your account. Your account fees are debited from your account by our custodian. If you terminate your participation in this program, you are entitled to a pro rata refund of any prepaid quarterly fees based upon the number of days remaining in the quarter after the date the notice of termination is received.

The account fees paid by you include portions paid to your Advisory Representative ("advisor fees"), as well as to SAA and the custodian ("program fees"). Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

For complete fee details, including account fee schedule guidelines please refer to the Architect/Structure Program Wrap Fee Program Brochure.

ENACT, ENCOMPASS AND ENCOMPASS SMA PROGRAMS

As noted in Item 4, the Enact, Encompass and Encompass SMA programs are not being offered to new accounts and consist solely of the Transferred SSNAI Accounts. The Enact and Encompass programs have accounts where there are separate transaction charges and accounts where no separate transaction charges apply, and a single fee is paid for all advisory services and transactions ("wrap account"). For those advisory programs in which we offer wrap account pricing, advisory services as well as transaction and other services are provided for one fee that is calculated based on the value of assets under management.

The Encompass SMA has accounts where no separate transaction charges apply, and a single fee is paid for all advisory services and transactions ("wrap account"). For those advisory programs in which we offer wrap account pricing, advisory services as well as transaction and other services are provided for one fee that is calculated based on the value of assets under management.

If you have assets in the Enact, Encompass and Encompass SMA programs as one of the Transferred SSNAI Accounts, you pay a monthly or quarterly account fee in accordance with your advisory services agreement. This account fee is calculated upon either: (a) the average daily value of your account computed and payable in advance or arrears during the preceding month or quarter, as determined by your advisory services agreement or (b) the fair market value of the assets in the account payable in advance or arrears as of the end of the month or quarter, as determined by your advisory services agreement. Your account fees are debited from your account by our custodian. If you terminate your participation in this program, you are entitled to a pro rata refund of any prepaid monthly or quarterly fees based upon the number of days remaining in the quarter after the date the notice of termination is received.

The account fees paid by you include portions paid to your Advisory Representative ("advisor fees") as well as to SAA and the custodian ("program fees"). Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

For complete fee details, including account fee schedule guidelines, please refer to the Enact, Encompass, and Encompass SMA Wrap Fee Program Brochure.

KMS ADVISOR MANAGED PROGRAM

As noted in Item 4, the KMS Advisor Managed program is not being offered to new accounts and consists solely of the Transferred KMS Accounts. The program has accounts where there are separate transaction charges and accounts where no separate transaction charges apply, and a single fee is paid for all advisory services and transactions ("wrap account"). For those advisory programs in which we offer wrap account pricing, advisory services as well as transaction charges and other services are provided for one fee that is calculated based on the value of assets under management.

If you have assets in the programs as one of the Transferred KMS Accounts, you pay a monthly or quarterly account fee based upon the market value of the assets held in your account. Your account fees are debited from your account by our custodian. If you terminate your participation in this program, you are entitled to a pro rata refund of any prepaid monthly or quarterly fees based upon the number of days remaining in the month or quarter after the date the notice of termination is received.

The account fees paid by you include portions paid to your Advisory Representative ("advisor fees"), as well as to SAA and the custodian ("program fees"). Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

For complete fee details, including account fee schedule guidelines please refer to the KMS Advisor Managed program brochure.

INDEPENDENT MANAGED ASSETS PROGRAM

Compensation in connection with the Independent Managed Assets Program generally consists of six elements: i) management fees paid to Third Party Money Managers; ii) management fees paid to us as outlined in the client agreement that you sign iii) transaction costs – if applicable – which are charged when purchasing and selling such securities; iv) custody fees; v) revenue sharing paid to the Firm and vi) fees paid to us for administrative and/or supervisory services. Your account will be held with the Independent Managed Assets Program custodian where your fees will be assessed and deducted.

Similar investment strategies offered through the Independent Managed Assets Program can be offered by more than one provider, including other TPMMs, as well as through other advisory programs offered through the Firm and its affiliates. You should be aware that lower fees for comparable services may be available from other sources.

The account fees paid by client include portions paid to your Advisory Representative ("Advisory Fees"), as well as to the Firm, the custodian, and the third party money managers selected ("Program Fees"). Mutual funds and exchange traded funds invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus). Since fees billed to your account for the Independent Managed Assets Program are typically comprised of both Program Fees and Advisory Fees, Advisory Representatives may have an incentive to select third party advisory services with lower platform Program Fees in order to manage the overall fee charged to you. You and your Advisory Representative should consider the overall fees and expenses, including internal fund expenses, when selecting managers and other portfolio investments.

For further details, please see the applicable Third Party Money Manager's disclosure brochures, investment advisory contracts and account opening documents.

Each of our Advisory Representatives negotiates his or her own management fee schedule; however, management fees charged by the Third Party Advisory Service in connection with their services are not negotiable.

SAA maintains certain revenue sharing arrangements with certain Independent Managed Assets Program and product sponsors (please refer to Item 14, Other Compensation).

FINANCIAL PLANNING AND CONSULTING SERVICES

Fees are charged as either an hourly fee, a fixed fee or a percentage fee based on the assets on which the Advisory Representative is providing financial planning and/or consultation services. Hourly fees for financial planning and/or financial planning consultation services are generally charged at a rate of up to \$750 per hour. As an alternative, a flat fee is charged which typically does not exceed \$15,000. Clients contracting for ongoing financial planning and/or consultation services are charged on an annual, semi-annual, quarterly or monthly retainer fee. The retainer fee is charged as a flat fee or a percentage fee. If charged as a percentage, the maximum fee will be 3% of the value of assets on which the financial planning and/or consulting services are provided.

Additionally, SAA and its Advisory Representatives provide educational seminars and workshops and can charge a flat fee to individual attendees or sponsors. Generally, financial planning seminar fees range from zero to \$15,000. SAA or the Advisory Representatives can also receive reimbursements from product sponsors for seminar expenses if disclosed and agreed to in advance by seminar attendees or sponsors.

Fees higher than the typical fees referenced above can be charged if the scope of the contracted project warrants a higher fee. All fees are negotiable and are agreed upon prior to entering into a contract. Advisory Representatives can waive agreed upon financial planning, consultation and seminar fees and expenses if you buy products or enter into agreements for other services with the Advisory Representative. You and the Advisory Representative determine the exact fee and how the fee is to be paid. Fees are negotiable based on the complexity of your financial situation, the services to be provided, the experience and standard fees charged by your Advisory Representative and the nature and total dollar asset value of the assets on which services will be provided. In addition, fees are negotiable based on whether you have assets under management with the Advisory Representative. Financial plans are generally presented to you within 90 days of entering the contract, provided that all information needed to prepare the financial plan has been promptly provided by you. We have established policies and procedures designed to prevent collecting fees greater than \$1,200 six or more months in advance of services being provided.

RETIREMENT PLAN ADVISORY SERVICES

Fees for retirement plan advisory services are charged as an asset-based fee (or level commissions in lieu thereof) or flat fee paid on a set schedule provided to your advisory account; some legacy accounts can instead be charged advisory fees or level commissions. Management fees are calculated by the plan sponsor on our behalf. Details of the compensation calculation and payment methods are disclosed in the

Retirement Plan Advisory Agreement, investment product prospectus and/or other document executed when the account is established. Your Advisory Representative will provide copies of these documents and additional specific details if required or requested.

In addition to the fees for retirement plan advisory services provided, plan assets invested in products (i.e., mutual funds, group variable annuities and/or other retirement plan investment vehicles) bear the operating expenses and cost of investing in those products, which can include sales charges or redemption fees. Those expenses are detailed in the product's prospectus, contract or other related disclosure document. If the plan incurs such fees or costs because of the services provided, the named fiduciary acknowledges (on behalf of the plan, its participants and beneficiaries) that the fees or costs will be assessed on the purchase or deducted from redemption proceeds pursuant to the terms set forth in the prospectus, contract or other related disclosure documents. The plan can incur fees and other expenses including, but not limited to, investment-related expenses imposed by other service providers not affiliated with SAA or its Advisory Representative and other fees and expenses charged by the plan's custodian, third-party administrator and/or record keeper. SAA and its Advisory Representative make no representations about any costs or expenses associated with the services provided by third parties.

At no time will SAA act as custodian of the plan or have direct access to the plan's funds and/or securities. A qualified independent custodian maintains custody of all assets, funds and securities. All fees and charges are noted on the plan's custodial account statements. The plan sponsor is responsible for verifying the accuracy of the fee calculation.

On an exception basis, if you have an account established through our firm, the plan management fees are payable from other accounts or billed by us directly to the plan by invoice. In such cases, the management fee is noted as zero on the plan's custodial account statements.

For retirement advisory services provided through SAA's Managed Opportunities Program or Financial Advisors Program (described elsewhere in this disclosure brochure), by plan request, management fees are payable from other accounts or billed by us to the plan directly by invoice. These billing methods are provided only on an exception basis.

NEGOTIATION OF FEES

Fees are negotiated on a case-by-case basis, depending on a variety of factors, including the nature and complexity of the particular service, your relationship with us and our Advisory Representative, the size of the account, the potential for other business or clients, the amount of work anticipated and the attention needed to manage your account. As a result of these and other factors, the sponsors of the advisory programs offered also set different limits on fees that are charged to you. Please note that the same or similar services to those described above may be available elsewhere to you at a lower cost.

ADDITIONAL FEES AND EXPENSES

Mutual fund investments in the programs that we offer are no-load or load at NAV. Certain mutual fund investments are subject to early redemption fees, 12b-1 fees and mutual fund management fees as well as other mutual fund expenses. These fees are in addition to the fees and expenses referenced above. Please review the mutual fund prospectus for full details. SAA, SAI and your Advisory Representative do not retain 12b-1 fees paid by mutual funds. Representatives using third-party money managers for funds held directly with the product sponsor cannot receive an additional solicitor's fee if they received an upfront commission, ongoing trails or 12b-1 fees.

Variable annuity companies generally impose internal fees and expenses on your variable annuity investment, including contingent deferred sales charges and early redemption fees. In addition, variable annuity companies generally impose mortality charges. These fees are in addition to the fees and expenses referenced above. Complete details of such internal expenses are specified and disclosed in each variable annuity company's prospectus. Please review the Variable Annuity prospectus for full details.

There are additional fees relating to IRA and Qualified Retirement Plan accounts that you normally incur such as maintenance and termination fees. You will find these fees disclosed in the account application paperwork provided to you associated with these accounts.

Advisory Representatives may receive commissions or other fees or compensation in relation to any investment or insurance product placed through or with SAI as a broker-dealer outside your Model Program account. Therefore, Advisory Representatives have a conflict of interest in recommending such products.

In their capacity as registered representatives and/or licensed insurance agents, your Advisory Representative may offer securities and insurance products and receive commissions as a result of such transactions. The recommendation to purchase a commission product creates a conflict of interest since the receipt of commissions provides an incentive to recommend products based on commissions to be received rather than your particular needs.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our Firm in connection with providing you with any advisory service that we offer.

Mutual funds generally offer multiple share classes available for investment based upon certain eligibility and/or purchase requirements. For instance, in addition to the more commonly offered retail share classes (typically, Class A, B and C shares), some mutual funds also offer institutional share classes and other share classes that are specifically designed for purchase in an account enrolled in fee-based investment advisory programs. Institutional share classes or classes of shares designed for purchase in an investment advisory program usually, but not always, have a lower expense ratio than other shares classes. An investor who holds a more expensive share class of a fund will pay higher fees over time – and earn lower investment returns – than an investor who holds a less expensive share class of the same fund. Not all mutual funds and share classes offered to the investing public are available through our advisory programs for which a client might otherwise be eligible to purchase.

The Firm and its Advisory Representatives have a financial incentive to recommend or select share classes that have higher expense ratios because such share classes generally result in higher compensation. The Firm has taken steps to minimize this conflict of interest by implementing additional training for Advisory Representatives, increasing the proportion of institutional share classes that are available on the platform and rebating Rule 12b-1 fees on both qualified and non-qualified client accounts. Regardless, however, clients should not assume that they will be invested in the share class with the lowest possible expense ratio.

In an advisory program, the appropriateness of a particular mutual fund share class should be determined based on the presence and nature of selling agreements with the mutual fund sponsors.

Finally, certain additional brokerage fees and custodian fees apply to your advisory accounts where SAI is acting as the broker-dealer. In some instances, we apply a markup to these fees. Depending on the custodial fee, it is applied annually, per transaction, per month or per CUSIP. Please refer to Firm's website at www.securitiesamerica.com under Investor/Investor Information for the Pershing and NFS Schedule of Client Fees and Charges for more information regarding custodial fees.

In addition, SAA will exclude the value of any investment it designates as an "alternative investment product" from an asset-based advisory fee if you purchased it in a commission-based account through a SAI registered representative and then transferred it to an advisory account. (See discussion below regarding converting a commission account to an advisory account.) Alternative investments include, but are not limited to, venture capital, private equity, hedge fund, managed futures and real estate investment trust products. However, if an alternative investment product was purchased at net asset value (NAV) (in other words, purchased with no commission), then that alternative investment product can be subject to an asset-based advisory fee.

WRAP ACCOUNTS

For advisory programs that we offer wrap account pricing, the fee for transactions executed in your account are included in your monthly or quarterly account fee. As a result, in some cases the fees charged in a wrap account will be higher than a non-wrap account with separate advisory fees and transaction charges. Please consider that, depending upon the level of the wrap fee charges, the amount of portfolio activity in the account, the value of services provided under the investment program and other factors, the wrap fee may or may not exceed the aggregate cost of services if they were to be provided separately. Generally, wrap programs are relatively less expensive for actively traded accounts. However, the fees in a wrap account will be a higher overall cost to the client than in a non-wrap, if the wrap account has low trading activity.

OPTIONS FOR ASSETS INVESTED IN RETIREMENT PLAN ACCOUNT

If you have an employer-sponsored retirement plan, you may have several choices as to what to do with your assets when you retire or change jobs. Generally, you might choose one of the following options:

1. Keep your assets in the employer's plan (if allowed)
2. Rollover your assets into an individual retirement account, commonly referred to as an IRA
3. Rollover the assets to another employer-sponsored plan
4. Take a distribution in cash from the plan

Your Advisory Representative has a financial incentive to recommend an IRA rollover because of the compensation he/she will receive when you transfer funds to an account on which the Advisory Representative will receive a fee from an employer-sponsored retirement plan or from another IRA. This conflict also pertains to situations where you are a participant in a plan where your Advisory Representative is a fiduciary. You should carefully discuss and weigh the advantages and disadvantages of each option with your Advisory Representative before making your decision.

There are various factors that we consider before recommending a rollover, including but not limited to:

- i. The investment options available in the plan versus the investment options available in an IRA
- ii. Fees and expenses in the plan versus the fees and expenses in an IRA
- iii. The services and responsiveness of the plan's investment professionals versus ours
- iv. Strategies for the protection of assets from creditors and legal judgments
- v. Required minimum distributions and age considerations and
- vi. Employer stock tax consequences, if any

The following exception to the early withdrawal penalty applies only to distributions from a qualified retirement plan other than an IRA: distributions made to you after you separated from service with your employer if the separation occurred in or after the year you reached age 55.

No client is under any obligation to rollover plan assets to an IRA managed by us or to engage our Advisory Representative to monitor and/or consult on an account maintained at an existing plan. Please note that a recommendation to roll assets out of an employer-sponsored plan into an IRA typically results in more expenses and charges than if the assets were to remain in the plan.

Clients or prospective clients should speak to their Advisory Representative about any questions they have regarding a possible engagement and the corresponding conflict of interest presented by such engagement.

MANAGED ACCOUNTS AND BROKERAGE ACCOUNTS

In a managed account, your Advisory Representative provides ongoing advice relative to personalized investments owned by you and charges a fee for that advice. Advisory fees charged in our management programs are separate and distinct from fees and expenses (including, for example, service fees, interest

charges and investment expenses) charged by the investment products recommended to you and held by you in your investment account (e.g., mutual funds, exchange traded funds and variable annuities). Descriptions of these fees and expenses are available in each investment prospectus.

The ongoing fee for investment management services can cost you more than if the assets were held in a traditional brokerage account. Types of investments, possible minimum investments, services provided, and account activity all impact the overall cost of managed accounts. For example, if you hold mostly mutual funds in your portfolio and utilize a buy and hold strategy, you will not incur extensive transaction costs and management services would likely be minimal. This could mean that having a brokerage account rather than a managed account is more cost effective.

In a brokerage account, you are charged a commission for each transaction, and the registered representative has no duty to provide ongoing advice with respect to the account. If you plan to follow a buy and hold strategy for the account or do not wish to receive ongoing investment advice or management services, you should consider opening a brokerage account rather than an advisory account. The fees charged by us vary among our programs and our Advisory Representatives. As noted above, fees charged in our managed programs can be more than the cost of purchasing the same services separately. Because other advisors offer their own programs and services, fees and expenses from recommended investment products may be less than you incur with an SAA account.

Advisory Representatives can charge advisory fees and/or receive solicitor's fees for advisory class products that do not pay upfront commissions or ongoing trails, such as institutional mutual fund share classes and advisory share class variable annuities (see discussions below).

While SAA (or an entity on its behalf) has designed reasonable controls to monitor for the accuracy of advisory fees, we encourage you to check the accuracy of your advisory fee billings.

Representatives will receive either an advisory fee or a commission but not both. Either the SAA representative will pay the commissions, transaction charges or other fees or you will pay those costs in addition to the management fee. However, commissions, transaction fees and other fees charged to you prior to the holdings being in an advisory account will not be waived or credited toward the investment management fee. Please contact your Advisory Representative for more information about commissions and transaction charges.

Conversion from Commission to Fee-Based Advisory Account

Advisory Representatives can recommend that products on which they previously received a commission be converted to a fee-based advisory account. Any such recommendation is a conflict of interest, which we manage through written disclosure to you and by imposing reasonable controls designed to monitor for this activity. Mutual funds moved from a commission account to a fee-based advisory account will be converted to an available lower-cost share class included on the Approved Product List or maintained in the current share class but additional purchases will be prohibited (see discussion below). Recently purchased A share mutual funds, however, cannot be transferred to fee-based accounts. Other commissionable products can be transferred in-kind to an advisory account (i.e., equities and exchange-traded-funds) but will have a look-back period, and recently received commissions will be reimbursed to the client. We do not allow the systematic conversion of recently purchased commission-based products to fee-based advisory accounts. "Recently purchased" is defined as a minimum of 90 days.

Mutual Fund Approved Product List

To help mitigate conflicts of interest and meet current regulatory expectations, SAA has created an Approved Products List which it keeps updated on a regular basis. Mutual funds placed on the Approved Products List are chosen based on several factors, including expense ratio, availability and supervision practicality. SAA requires that all mutual fund purchases in advisory accounts be made in the share class specified for each fund on the Approved Products List. However, to the extent an advisory account includes mutual fund holdings not approved as to both fund and share class, those funds can continue to be held in that account, but no new purchases are permitted. If any funds currently held in advisory accounts are on

the Approved Products List but not held in an approved class, SAA will convert those holdings to an approved share class at no cost and without tax consequence (in most cases).

SAA uses its best efforts to include only the lowest-cost share class available to SAA's investors for each mutual fund on the Approved Products List. In some instances, a fund share class will not be included on the Approved Products List because it has a high or prohibitive minimum purchase requirement. In that case, a lower-cost fund share class can be offered by a fund family but is not included on the Approved Product List. Clients seeking to make such an investment should speak to their Advisory Representative about the ability to purchase funds in share classes not on the Approved Products List through SAA granting an exception to its policy.

Even if a share class is included on the Approved Products List, clients should understand that, in many cases, the share class offered for a particular fund will not be the least expensive share class available from that fund. Also, other financial services firms can potentially offer the same mutual fund at a lower overall cost to the investor than is available through SAA.

CORE ACCOUNT INVESTMENT “SWEEP” VEHICLE

Each eligible brokerage account has an associated account to hold cash waiting to be reinvested. This account is called a “sweep” account because cash balances are automatically “swept” into the core account investment vehicle.

By opening an account with Securities America, you authorize us to establish a core account investment vehicle in the appropriate program. For eligible accounts, those programs are the Insured Cash Account Program and the Bank Deposit Sweep Program. For eligible advisory Individual Retirement Accounts (IRAs), the applicable core account investment vehicle is the Insured Cash Account Program. For all other eligible accounts, the core account investment vehicle is the Bank Deposit Sweep Program. Your Advisory Representative can help determine if your account is eligible for one of these programs.

If your account is not eligible for either program, we provide access to other core account investment vehicles, including money market funds, to hold cash balances waiting to be reinvested. Money market funds can lose value and have done so in the past. In addition, different core account investment vehicles can have different rates of return and different terms and conditions, such as FDIC insurance or SIPC (Securities Investor Protection Corporation) protection. For more information on FDIC insurance, please consult www.FDIC.gov.

If you do not wish to use the applicable core account investment vehicle, we generally will not be able to maintain your account. You are not obligated to use any of our managed accounts and can select a managed account at another broker/dealer where similar programs may not exist. However, you would lose the benefit of having your account managed by your Advisory Representative and Securities America Advisors. We describe the Bank Deposit Sweep Program and the Insured Cash Account in more detail below.

FDIC Programs

The Insured Cash Account Program and Bank Deposit Sweep Program offer FDIC insurance (FDIC Programs). The maximum amount of FDIC insurance coverage for your deposits in the FDIC Programs is \$1.5 million (for an individual account) or \$3 million (for a joint account). Funds deposited through the FDIC Programs are not eligible for SIPC coverage. Any deposits you maintain in the same insurable capacity, outside of the FDIC Programs but with a Program Bank, are aggregated with your deposits for purposes of determining the maximum applicable FDIC deposit insurance. You are responsible for monitoring the total amount of your deposits with each Program Bank to determine the extent of FDIC deposit insurance coverage available to you. If you are eligible to participate in the FDIC Programs, you can expect to receive the appropriate disclosure document when you establish or fund your account and we encourage you to review it carefully.

Available cash in your account is deposited through the FDIC Programs into interest-bearing deposit accounts at one or more FDIC-insured depository institutions (i.e., the Program Banks). The list of Program Banks and current interest rates for each FDIC Program is available from your Advisory Representative and on the Investors section of the Securities America website.

The FDIC Programs can also create financial benefits for our firm, our affiliates, and our clearing firms: National Financial Services, LLC, Member NYSE/SIPC (National Financial Services) and Pershing, LLC, Member FINRA, NYSE, SIPC, and a subsidiary of The Bank of New York Mellon Corporation (Pershing). The revenue generated by us can be greater than revenues generated by sweep options at other brokerage firms. It can also be greater than other core account investment vehicles currently available to you or possible core account investment vehicles we have used in the past or may consider using in the future.

Bank Deposit Sweep Program

Except for advisory IRAs, the Bank Deposit Sweep Program is the core account investment vehicle for eligible accounts custodied at National Financial Services and/or Pershing. The cash balance in an eligible brokerage account is automatically deposited or “swept” into the Bank Deposit Sweep Program, which uses an insured bank deposit account. Our firm may, when allowable, receive a fee from each Program Bank in connection with the respective programs. We will also pay a fee to National Financial Services, Pershing and necessary third-party vendors for the services they provide in conjunction with the program.

Insured Cash Account Program

The Insured Cash Account Program is the core account investment vehicle offered for eligible advisory IRA accounts custodied at National Financial Services and/or Pershing. Each month for any advisory IRA using the Insured Cash Account Program as the core account investment vehicle, a level administrative fee applies for the administrative services performed in operating the program. The level account fee is predetermined by formula, as stated in the Insured Cash Account Program Disclosure Document. We cannot earn income in excess of the stated level account fee. The aggregate interest generated by banks participating in the Insured Cash Account Program is used to pay the level account fee for each individual client and to pay any third-party vendor fees. All interest left over after these payments is then credited to client accounts in the Insured Cash Account Program. A detailed explanation of the method for calculating interest and fees is available in the Insured Cash Account Program Disclosure Documents provided at account opening and on the Investors section of the Securities America website.

Deutsche Bank Insured Deposit Program (DBIDP) Conversion to Total Bank Solutions Deposit Program (TBSDP)

The Deutsche Bank Insured Deposit Program was closed to new accounts in December 2017. Any legacy accounts remaining at that time were custodied at Pershing and continued to participate in the Program until converted by Pershing into the Total Bank Solutions Deposit Program. As of December 2018, all legacy DBIDP accounts have been converted to the TBSDP. The TBSDP is not available for any new accounts. Account owners whose account uses the TBSDP should refer to the disclosure document provided to them (also available upon request from Pershing or your Advisory Representative) for information on how the TBS Program operates.

Material Conflicts of Interest

A conflict of interest arises due to the financial incentive from offering sweep vehicles that generate third party payments to SAA's broker/dealer affiliate, SAI. Since additional compensation is earned by SAI through the sweep vehicles offered, a conflict of interest also arises due to an economic benefit derived by cash balances being swept into the program rather than reinvested in other investment funds or securities. This additional compensation is in addition to the management fee that SAA receives in connection with such balances pursuant to the client's advisory contract.

In addition, a conflict of interest arises as a result of the financial incentive for SAA and SAI to recommend and offer the Bank Deposit Sweep Program that may be viewed as a proprietary product and that generates

additional compensation, up to a maximum of 300 basis points annually. The foregoing conflicts of interest are mitigated under our policies and procedures that have been adopted for this purpose and by the fact that the Advisory Representative who makes investment recommendations for your program account does not receive any economic benefit from these payments.

ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Neither the Firm nor our Advisory Representatives accept performance-based fees (i.e. fees based on a share of capital gains or capital appreciation of the assets of a client). Nor do we engage in side-by-side management (i.e. managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees).

ITEM 7 - TYPES OF CLIENTS

Our Advisory Representatives provide investment advisory services to:

- Individuals (including high net worth individuals)
- Banking or thrift institutions
- Pension and profit sharing plans
- Trusts
- Estates or charitable organizations
- Corporations
- State and municipal governmental entities
- Other business entities

Our minimum account size requirements for opening an account with us are as follows:

Program	Requirement
Managed Opportunities Program - Fund Strategist, Separately Managed Account, Strategist Unified Managed Account and Unified Managed Account Portfolios	\$5,500. The specific minimum varies according to the Investment Manager and asset allocation model selected.
Managed Opportunities Advisor Managed Account Portfolios	\$50,000
Participant Retirement Program	No minimum
Lockwood	No minimum
Third Party Advisory Services	Each Third Party Advisory Service sets their own minimums.
Financial Planning & Consulting Services	No minimum
Retirement Plan Advisory Programs	\$1,000,000

All account minimums may be waived at the sole discretion of the Program Sponsor.

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Advisory Representatives rely on various types of tools and methods to assist in recommending or selecting investment strategies to you. As noted in Item 4, your Advisory Representative formulates an investment strategy based on discussions with you regarding, among other things, your personal investment objectives and goals, time horizon, risk tolerance, account restrictions, needs, personal circumstances, and overall financial situation. Based on these discussions, a portfolio of investments is constructed for you.

Investment returns are highly dependent on the value of underlying securities which are impacted by trends in the various investment markets. All investments carry a certain degree of risk and no one particular security, investment product, investment style or portfolio manager is suitable for all types of investors. Since the Firm and its Advisory Representatives recommend and offer a broad spectrum of investment products, programs and strategies, the methods of analysis and investment strategies recommended will vary based upon the Advisory Representative making the assessment and providing the advice. Under the Third Party Advisory Services Program, each third party asset manager has its own methods of analysis, investment strategies and unique investment risks that should also be reviewed and considered.

METHODS OF ANALYSIS

The Firm does not require our Advisory Representatives to implement a particular investment strategy or method of analysis which will vary based upon the individual Advisory Representative making the assessment and providing the advice. Some of the more common methods of analysis that are used are Fundamental and Technical analysis. Fundamental analysis is security analysis grounded in basic factors such as the financial condition and management of a company as well as overall economic and industry conditions which are used to predict the future value of an investment. The resulting data is used to measure the true value of the company's stock compared to the current market value. Technical analysis is the practice of using statistics to determine trends in security prices and make or recommend investment decisions based on those trends. Technical analysis involves using chart patterns, momentum, volume, recurring price patterns, trends based upon business cycles and relative strength in an effort to identify patterns that suggest future activity.

Your Advisory Representative has access to third party vendors that provide programs or software to analyze individual securities. We also offer your advisor access to third party vendors that provide support services in portfolio design and strategy implementation. One of our affiliates, LTCO, provides research designed to help clients capitalize on inefficiencies in the market. Their institutional quality research provides their partners with value-added insights that enables their decision-making processes, informs their strategies and allows them to address critical market issues. Your Advisory Representative can use the services of LTCO in addition to other third-party services made available. Refer to Item 10, *Other Financial Industry Activities and Affiliations*, for more information about our affiliates.

In limited circumstances, your Advisory Representative or a third-party money manager can engage in a strategy involving frequent trading. We suggest you consider the following points before entering into an advisory relationship where such trading occurs:

- Active trading can be extremely risky and is not appropriate for someone of limited resources and limited investment trading or trading experience and low risk tolerance. You should be prepared to lose all of the funds you invest in securities. You should not invest funds necessary to meet your regular, on-going personal needs. In particular, you should not fund this type of trading with retirement savings, student loans, second mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or funds required to meet your living expenses.
- Active trading can result in few or no profits and, worse, can lead to large financial losses very quickly. Active trading requires in-depth active knowledge of the securities market and of sophisticated and disciplined trading techniques and strategies. Also, you must compete with professional, licensed traders employed by securities firms and other knowledgeable, experienced and well-trained traders. You should have appropriate knowledge and experience before engaging

in active trading. You should be familiar with a securities firm's business practices, including operation of the firm's order execution systems and procedures. Under certain conditions, you could find it difficult or impossible to liquidate a position quickly at a reasonable price. Your success will be affected by strengths and weaknesses and the methods and practices of the brokerage firm in executing trades. You should develop an intimate knowledge of these matters before you engage in an active trading strategy.

- Active trading can involve aggressive trading, and you should generally expect to pay commissions, ticket and transaction charges on each trade. The total daily commissions you pay on your trades will add to your losses or significantly reduce your earnings. For instance, assuming each trade costs \$16 and an average of 29 transactions are conducted per day, you would need to generate an annual profit of \$111,360 just to cover trading costs.
- Active trading can result in tax consequences due to shorter-term purchases and sells. We suggest you consult your tax professional for advice. Your portfolio can be more volatile with shorter term or more active trading.

ASSOCIATED RISKS

When using Fundamental Analysis, we generally rely on, among other things, company earnings, balance sheet variables and management quality which are used to predict the future value of an investment. Data we review is generally considered reliable, but we cannot guarantee nor have we verified its accuracy. In addition, the data that we review is sometimes subjective in nature and open to interpretation. Even if our data and interpretation of the data is correct, there can be other factors that determine the value of securities other than those considered in Fundamental Analysis.

When using Technical Analysis, we review statistics to determine trends in security prices and make our investment decisions based on those trends. This analysis is used to predict how an investment will perform short-term. In addition, this analysis does not take into account, the more fundamental properties of what an investment may be worth such as company performance and balance sheet variables which play a part in determining the value of an investment.

When pursuing our strategic long-term investing strategies, we are assuming the Financial Markets will go up in the long-term which cannot be assured. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall Financial Markets advance. In addition, purchasing investments long-term creates an opportunity cost, "locking-up" assets that may be better utilized in the short-term in other investments.

1. General Investment Risks

In addition to the personal risk considerations discussed above, SAA believes it is important for you to understand the risks associated with each recommendation and investment type available. The following is a summary of some of the general risks associated with investing. Please note that this list is not exhaustive, and is provided as an indication of some of the factors that can impact the value of your investments:

Business risk

This is the risk that the strength of the company you are buying a piece of ownership in (stock for example) or are loaning money to (a bond, for example) affects your potential returns. Your returns from the stock purchase or bond purchase are influenced by factors like the company going out of business, or going into bankruptcy, or having a viable and strong revenue stream from the products or services it sells that is not over-shadowed by expenses. If a company goes bankrupt and its assets are liquidated, common stockholders are the last in line to share in the proceeds.

Call risk

This is the risk that your bond or other fixed-income investment will be called or purchased back from you when conditions are favorable to the product issuer and unfavorable to you.

Concentration risk

This is the risk of loss because your money is concentrated in one investment or type of investment. When you diversify your investments, you spread the risk over different types of investments, industries and geographic locations.

Credit risk

This is the risk that the government entity or company that issued the investment will run into financial difficulties and won't be able to pay the interest or repay the principal at maturity. Credit risk applies to debt investments such as bonds. You can evaluate credit risk by looking at the credit rating of the bond or the issuer. For example, long-term U.S. government bonds currently have a credit rating of AAA, which indicates the lowest possible credit risk.

Currency risk

This is the risk of losing money because of a movement in the exchange rate. For example, if the U.S. dollar becomes less valuable relative to the Canadian dollar, your U.S. stocks will be worth less in Canadian dollars. This applies when you own foreign investments.

Default risk

This is the risk that a bond or other fixed-income investment issuer is unable to pay the contractual interest or principal on the product in a timely manner or at all.

Financial risk

This is the risk that the companies you invest in will perform poorly, which affect the price of your investment. You can't eliminate financial risk; however, you may be able to minimize the impact through diversification.

Foreign Investment risk

This is the risk of loss when investing in foreign countries. When you buy foreign investments, such as shares of companies in emerging markets, you face risks that do not exist in the United States (for example, the risk of nationalization).

Horizon risk

This is the risk that your investment time horizon may be shortened due to a foreseen or unforeseen event, thus requiring you to sell the investment(s) that you were expecting to hold for a longer term. If you must sell at a time when the markets are down, you may lose money.

Inflation risk

Inflation risk, also called purchasing power risk, is the chance that the cash generated by an investment today won't be worth as much in the future. Changes in purchasing power due to inflation may cause inflation risk. There are investments that help minimize inflation risk.

Interest Rate risk

This is a risk that can affect the value of bonds or other fixed-income investments you may purchase. When interest rates rise, the market value of bonds fall. When interest rates fall, the market value of bonds rise.

Liquidity risk

Liquidity risk arises when an investment can't be bought or sold quickly enough to prevent or minimize a loss. You may be able to minimize this risk by diversifying. A good option is index investing where risk is diversified over the various stocks held in a portfolio tracking a particular index. You can't invest directly in an index.

Manager risk

This is the risk that an actively managed mutual fund, exchange traded fund, or closed-end fund's manager will fail to execute the fund's stated investment strategy.

Market risk

This is the risk that the stock market will decline, decreasing the value of the securities owned. Stock market bubbles and crashes are good examples of heightened market risk. You can't eliminate market risk; however, you may be able to minimize the impact through diversification.

Options risk

This is the risk of the option holder losing the entire amount paid for the option in a relatively short period of time, reflecting the nature of the option as a wasting asset becoming worthless when it expires. If you don't sell an option in the secondary market or exercise it prior to expiration, you will lose your entire investment in the option.

Political and Government risk

This is the risk that the value of your investment will be affected by the introduction of new laws or regulations.

Regulatory risk

This is the risk that changes in law and regulations from any government can change the value of a given company and its accompanying securities. Certain industries are susceptible to government regulation. Changes in zoning, tax structure or laws impact the return on these investments.

Reinvestment risk

This is the risk of loss from reinvesting principal or income at a lower interest rate.

2. Specific Investment Risks

The Firm and your Advisory Representative offer various types of investments. The different types of investments we offer and their potential risks are described below.

Stock – A stock, also known as “shares” or “equity,” implies owning a proportionate amount of a company that issued the stock. It entitles the stockholder (you) to that proportion of the company's assets and earnings.

- Major risks: Business, Concentration, Currency, Financial, Foreign Investment, Inflation, Market, Political and Governmental

Bonds – This is a fixed income investment that represents a loan by you (the investor) to a borrower (typically a company, government/municipality, or governmental agency).

- Major risks: Business, Call, Credit, Default, Financial, Inflation, Interest Rate, Liquidity, Reinvestment

Notes (Including Structured Products) – This is a fixed-income investment where you (the investor) purchase a secured debt (or other assets) and become the lender, after which you receive payments (principal and interest) over a specific period (usually a shorter time period than a bond) from the borrower.

- Types:
 - Principal Protected Note (PPN) – This is a fixed-income security that guarantees a minimum return equal to the investor's initial investment (the principal amount), regardless of the performance of the underlying assets.
 - Non-Principal Protected Note (NPPN) – This is a fixed-income security that does not guarantee a minimum return equal to the investor's initial investment (the principal amount), because it allows clients to customize the date of return to suit their

investment needs. NPPNs can be linked to a variety of underlying investments including indices, single stocks, portfolios of shares, industry sectors, commodities and currencies.

- Major risks: Call, Credit, Default, Inflation, Interest Rate, Liquidity, Reinvestment

Certificate of Deposit (CD) – This is a fixed-income investment where you (the investor) deposits a sum of money for a specified period and you will receive either a specific rate of interest or a rate of interest linked to an index with a capped gain. Certain CDs can be FDIC insured.

- Major risks: Call, Default, Inflation, Interest Rate, Reinvestment

Unit Investment Trust (UIT) – This is where a U.S. financial company that buys or holds a group of securities, such as stocks or bonds, and makes them available to investors as redeemable units. UITs have a stated expiration date based on what investments are held in their portfolio; when the portfolio terminates, investors get their share of the UIT's net assets.

- Major risks: Business, Credit, Interest Rate, Liquidity, Market, Reinvestment

Exchange Traded Fund (ETF) and Exchange Traded Note (ETN) – An ETF is a basket of securities that trades on an exchange (open stock market), just like a stock and it seeks to track an underlying index. ETF share prices fluctuate throughout the trading day as the ETF is bought and sold; this is different from mutual funds that only trade once a day after the market closes. An ETN is a debt instrument that mimics the performance of a basket of securities but does not actually hold them for the benefit of the client. An ETN is an obligation of the issuing company, often an investment bank.

- Major risks: Concentration, Currency, Foreign Investment, Inflation, Liquidity, Manager, Market, (for ETN: Credit risk)

Mutual Fund – This is a type of investment vehicle consisting of a portfolio of stocks, bonds, or other securities. Mutual funds give small or individual investors easier access to diversified, professionally managed portfolios. Mutual funds are divided into several kinds of categories, representing the kinds of securities they invest in, their investment objectives, and the type of returns they seek. Mutual funds charge annual fees (called expense ratios) and, in many cases, commissions, which can affect their overall returns. Most mutual funds offer you different types of shares, known as "classes." Each class invests in the same portfolio of securities and has the same investment objectives and policies. But each class has different shareholder services and/or distribution arrangements with different fees and expenses.

- *Open-end* -- With an open-end fund, if you want to buy shares, the management company will sell them to you. They will take your money, add it to the portfolio, and create more shares. You always transact shares of an open-end fund with the issuing fund company, never on the secondary market.
 - Major risks: Concentration, Currency, Foreign Investment, Inflation, Manager, Market

Annuity – This is a long-term investment that is issued by an insurance company designed to help protect the annuitant from the risk of outliving the income generated by their deposits into the contract. Because these are long-term vehicles annuity contracts include contingent deferred sales charges ("CDSCs") that would result in a forfeiture of a percentage of account value if surrendered prior to their expiration, typically three to 10 years depending on the contract.

Annuities have two phases. Phase one of the annuity contract is known as the accumulation phase, where deposits are designed to accumulate on a tax-deferred basis. During the accumulation phase contract holders can choose annuities with any one or, in some cases, a combination of the following accumulation account options:

- **Variable Annuity** – This is a tax-deferred retirement contract that allows you to choose from a selection of investments called subaccounts. These investments are designed to provide contract holders with a diversified investment portfolio in a specified asset class or general investment strategy. Subaccounts are managed by an investment specialist or a

team of specialists who make decisions to manage the subaccount based on the stated objective. Each subaccount will have a unique expense ratio based on the services provided by the investment specialist team. For example, subaccount designed to follow the return of a stock index, such as the S&P 500 will have a lower expense ratio than a subaccount seeking to actively manage a portfolio based on a stated objective.

- Major risks: Business, Credit, Liquidity
- **Investment-only Variable Annuity (IOVA)** – This is a type of annuity contract that provides you with a simple way to set aside taxable assets in a tax-deferred entity focused on investments only. Unlike most variable annuities which offer living income stream and death benefits (for a cost), IOVAs only offer investments and the ability to access the assets without penalty as early as age 59 ½.
 - Major risks: Business, Liquidity, Market
- **Registered Index Linked Annuity (RILA)** – This is a type of annuity contract that calculates account value adjustments based on the performance of a specified market index, such as the S&P 500. The account value will receive protection against market losses typically through a buffer (carrier accepts the first xx% of losses and the account accepts any additional losses in market value) or a floor (the account accepts the first xx% of losses and the carrier accepts any additional losses in market value). This protection is in exchange for limiting gains in account value to a cap (a maximum account value increase of xx%) or a participation rate (account participates in xx% of the market gains). Fees and caps may limit the potential upside. At the end of the sample period, the account value could increase or decrease.
 - Major risks: Business, Liquidity, Market

Phase two of the annuity contract is known as the annuitization phase. This option converts your purchase payments (what you contribute) and accumulated growth (if any) into periodic payments that can be paid out under various payment options, including a lifetime option. Annuities can provide clients with additional benefits above and beyond tax deferred growth in the form of living benefits or enhanced death benefits including but not limited to the following.

- **Guaranteed Minimum Withdrawal Benefit (GMWB)** – Guarantees clients a stream of lifetime income based on a percentage of the contract's benefit base. Lifetime GMWB payments are available without having to immediately annuitize the contract.
- **Guaranteed Minimum Accumulation Benefit (GMAB)** – Guarantees a certain portion of the investment is returned to the contract owner regardless of the performance of the subaccounts.
- **Guaranteed Minimum Death Benefit (GMDB)** – Guarantees an enhanced benefit to the contract owner's beneficiaries regardless of the account value on the date of death. These benefits can be based on a return of the initial investment, the highest contract value on the contract's anniversary over a specified period of time or increase at a specified percentage over a period of time.

Closed-end Fund – This is a type of investment vehicle where, at fund inception, the investment company raises a set amount of money and issues a specific number of shares. No new shares are created after that point. Investors can buy the fund shares only on the secondary market, from someone else who is selling shares. Like stocks, closed-end fund shares can be traded at any time of the day when the market is open. The shares reflect market values rather than the net asset value of the fund itself.

- Major risks: Concentration, Currency, Foreign Investment, Inflation, Manager, Market

Hedge Fund – This is an alternative investment that is operated by a manager who invests the money into different assets to achieve the fund's goals. Hedge funds got their name from investors holding both long

and short stocks in various funds, to make sure they generated a gain despite market fluctuations (called "hedging").

- Major risks: Business, Concentration, Currency, Interest Rates, Liquidity, Market

Interval Fund – This is a type of investment company that periodically offers to repurchase its shares from shareholders. These shares typically do not trade on the secondary market. These shares are subject to periodic repurchase offers by the fund at a price based on net asset value.

- Major risks: Credit, Liquidity, Market

Managed Futures – This is an alternative investment where a portfolio of futures contracts is actively managed by professionals. Managed futures are considered an alternative investment and are often used by funds and institutional investors to provide both portfolio & market diversification.

- Major risks: Foreign Investment, Horizon, Inflation, Interest Rate, Market

Non-Traded REIT – This is an alternative real estate investment designed to reduce or eliminate tax while paying dividends and/or providing returns on real estate appreciation. A non-traded REIT does not trade on a securities exchange and, is therefore quite illiquid for extended periods of time.

- Major risks: Business, Concentration, Credit, Financial, Inflation, Interest Rate, Liquidity, Political and Government

When you are deciding whether to invest in a specific investment, make sure you obtain, review and discuss with your Advisory Representative the documentation related to the investment which outlines the details of the investment (i.e., prospectuses, annual reports and offering memorandums that discuss the structure of the investment, fees/costs, management, portfolio, restrictions, contributions, distributions, risks, etc.) The documentation should be provided by your Advisory Representative or can be obtained directly from the investment sponsor.

SAA monitors accounts based on standard deviation thresholds. For information about these thresholds, please visit www.securitiesamerica.com under Investors/Investor Information.

Pledging Assets

Clients should be aware that pledging assets in an account to secure a loan or purchase securities on margin involves additional risks. The broker/dealer or bank holding the loan has the authority to liquidate all or part of the securities at any time without your prior notice in order to maintain required maintenance levels, or to call the loan at any time. As a practical matter, this may cause you to sell assets and realize losses in a declining market. These actions may interrupt your long-term investment goals and result in adverse tax consequences and additional fees to the bank. The returns on accounts or pledged assets may not cover the cost of loan interest and account fees and may dictate a more aggressive investment strategy to support the costs of borrowing. Before pledging assets in an account, clients should carefully review the loan agreement, loan application and any forms required by the bank and any other forms and disclosures provided by the Firm.

Listed above are some of the primary risks associated with the way we recommend investments to you. Please do not hesitate to contact us to discuss these risks and others in more detail. In instances where we recommend that a third party manage your assets, please refer to the third party's ADV and associated disclosure documents for details on their investment strategies, methods of analysis and associated risks.

Investing in securities involves risk of loss that you should be prepared to bear.

ITEM 9 - DISCIPLINARY INFORMATION

Disclosure of Disciplinary Actions Related to Failure to Implement Policies and Procedures to Prevent Misappropriation of Funds

On June 30, 2021, Securities America Advisors, Inc. ("SAA") entered into a Settlement Order ("Order") with the Securities Exchange Commission ("SEC"). The SEC found that SAA violated Section 206(4) of the Advisers Act and Rule 206(4)-7 thereunder. More specifically, during the period of November 2014 to March 2018, SAA failed to implement policies and procedures for the review of automatically generated surveillance alerts before and after client disbursements to ascertain possible misappropriation.

Without admitting or denying the SEC's findings, SAA agreed to cease and desist from committing or causing any violations and any future violations of Section 206(4) of the Advisers Act Rule 206(4)-7. SAA reimbursed clients for their losses and agreed to pay a civil monetary penalty totaling \$1,750,000 to the SEC.

Additionally, SAA agreed to retain the services of an independent consultant to conduct a comprehensive review of SAA's policies and procedures designed to detect and prevent the misappropriation of assets from client accounts. We encourage all clients to review their official brokerage statements on a regular basis and report any concerns or irregularities with withdrawals to SAA.

Disclosure of Disciplinary Action Relevant to Business Development Corporation of America

On February 19, 2021, SAI and SAA (the "Firms") collectively entered into a Settlement Order ("Order") with the Commonwealth of Virginia State Corporation Commission ("Commission"). The Firms consented to the Order as a result of one representative's alleged conduct in his capacity as a registered representative of SAI and as an investment adviser representative of SAA. The representative was alleged to have violated Rule 21 VAC 5-20-280 (A) (3) of the Commission's Rules Governing Broker-Dealers ("B-D Rules") by recommending the purchase of the unsuitable Business Development Corporation of America ("BDCA"), as well as Rule 21 VAC 5-80-200 (A) (1) of the Commission's Rules Governing Investment Advisors ("IA Rules"). In the Order, the Commission alleged that the Firms failed to reasonably supervise one of its financial professionals for recommending the purchase of the unsuitable BDCA securities to a client.

Without admitting or denying the findings, the Firms agreed to purchase the remaining shares the client holds in BDCA for the full purchase price of \$50,000 and pay penalties and costs totaling \$25,000.

Disclosure of Disciplinary Action Related to the Sales of Complex Exchange-Traded Products

On November 13, 2020, Securities America Advisors, Inc. ("SAA") entered into a settlement agreement with the Securities and Exchange Commission ("SEC") and an administrative order has been issued by the SEC. The SEC found the Firm violated Section 206 and Rule 206(4)-7 of the Investment Advisers Act of 1940. More specifically, during the period from January 2016 through February 2018, SAA did not adopt and implement policies and procedures reasonably designed to prevent unsuitable investments by its investment advisor representatives in volatility-linked exchange traded products ("ETPs").

Without admitting or denying the SEC's findings, the Firm agreed to cease and desist from committing or causing any violations and any future violations of Section 206(4) of the Advisers Act and Advisers Act Rule 206(4)-7. The Firm also agreed to pay disgorgement, prejudgment interest, and a civil monetary penalty totaling \$603,776.82 to the Securities and Exchange Commission.

The SEC noted that SAA cooperated with the SEC and promptly took remedial steps to adopt policies and procedures that, with a few narrow exceptions, prohibited trading in volatility-linked ETPs.

Disclosure of Disciplinary Action Related to Mutual Fund Share Classes

While SAA neither admitted nor denied the SEC's findings, the SEC found that SAA breached its fiduciary duty, had inadequate disclosures and was deficient in its compliance policies and procedures in connection with SAA's mutual fund share selection practices.

During February 1, 2012, to December 31, 2016 (the relevant period), the SEC found that SAA's IARs invested advisory clients in mutual fund share classes charging 12b-1 fees and that SAI, SAA's affiliated broker/dealer, received 12b-1 fees based on those investments. SAI then paid a portion of the 12b-1 fees to its registered representatives who also acted as SAA IARs. The SEC found that SAA's disclosure documents failed to adequately inform clients that this was a conflict of interest because less expensive share classes were available for the same fund and that this made SAA's practice inconsistent with its duty to seek best execution for its clients' transactions.

Also, during the relevant period, the SEC found that SAA failed to adopt and implement written policies and procedures reasonably designed to prevent violations of the Advisers Act and its Rules. The SEC found SAA's conduct violated Sections 206(2), 206(4) and 207 of the Advisers Act and Rule 206(4)-7.

On December 14, 2017, without admitting or denying the SEC's findings, SAA submitted an Offer of Settlement. On April 6, 2018, the SEC entered an order against SAA (File Number 3-18424) in which SAA was instructed to cease and desist from committing or causing violations of Sections 206(2), 206(4) and 207 of the Advisers Act and Rule 206(4)-7 thereunder. SAA was also censured and ordered to pay disgorgement of \$4,473,025.50, prejudgment interest of \$580,423.14 and a civil penalty of \$775,000.00. Clients can also refer to Investment Adviser Public Disclosure at www.adviserinfo.sec.gov for additional information.

Prior to the entry of the SEC's order, SAA implemented several policies to address the mutual fund share class selection practices described in the SEC's order. SAA now requires that its IARs complete all new purchases of mutual funds in advisory accounts at the lowest cost share class available to SAA, and SAA has worked with its clearing platforms to ensure compliance with this policy. Additionally, SAA has taken steps to convert mutual fund investments in all Class A shares (or comparable classes) to the lowest cost share classes available for the same funds at no costs or tax consequences to its existing advisory clients. For those shares that cannot be or have not yet been converted, SAA has implemented a policy to credit back any newly incurred 12b-1 fees to existing advisory clients.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Overview

This section contains information about our financial industry activities and affiliations. We provide information about the material relationships and arrangements we have with any related persons, including broker/dealers and investment advisors. We identify if any of these relationships or arrangements create a material conflict of interest with clients and discuss how we address these conflicts. "Related persons" are defined as entities that we control or control us or are under common control with us.

CORPORATE STRUCTURE

Securities America Advisors, Inc. (SAA) is a wholly owned subsidiary of Securities Financial Corporation (SAFC), as is our affiliated broker/dealer, Securities America, Inc. (SAI). Arbor Point Advisors, LLC (APA), another investment advisor firm, is a majority-owned subsidiary of SAFC. SAFC is a wholly owned subsidiary of Advisor Group Holdings, Inc. (AGHI), which is owned primarily by a consortium of investors through RCP Artemis Co-Invest, L.P., an investment fund affiliated with Reverence Capital Partners, LLC. The consortium of investors includes RCP Genpar Holdco LLC, RCP Genpar L.P., RCP Opp Fund II GP, L.P. and The Berlinski Family 2006 Trust.

OTHER INDUSTRY AFFILIATES

SAA has the following affiliates, which are wholly owned subsidiaries of Advisor Group Holdings, Inc.

Securities America Financial Corporation (SAFC) Holding Company	100% owned by AGHI
Securities America, Inc. (SAI) Broker/Dealer	100% owned by SAFC
Arbor Point Advisors, LLC (APA) Registered Investment Advisor	100% owned by SAFC
Ladenburg Thalmann Asset Management (LTAM) Registered Investment Advisor	100% owned by AGHI
Ladenburg Thalmann & Co., Inc. (LTCO) Broker/Dealer	100% owned by AGHI
Ladenburg Capital Agency Inc. Insurance Company	100% owned by AGHI
Triad Advisors, LLC Registered Investment Advisor, Broker/Dealer & Insurance	100% owned by AGHI
Triad Hybrid Solutions, LLC Registered Investment Advisor	100% owned by AGHI
Highland Capital Brokerage Insurance Company	100% owned by AGHI
Premier Trust, Inc. Trust Company	100% owned by AGHI

SAA also has related persons who are under common control of AGHI. SAA's affiliates named above and your Advisory Representative cannot conduct or recommend business through these related persons, so these relationships do not create a material conflict of interest. The following chart details the related persons, which are wholly owned subsidiaries of Advisor Group, Inc. (AGI), which is a wholly owned subsidiary of Advisor Group Holdings, Inc.

Advisor Group, Inc. (AGI) Holding Company	100% owned by AGHI
Royal Alliance Associates, Inc. (RAA) Registered Investment Advisor, Broker/Dealer	100% owned by AGI
Financial Service Corporation (FS Corp) Holding Company	100% owned by AGI
FSC Securities Corporation (FSC) Registered Investment Advisor, Broker/Dealer	100% owned by FS Corp
SagePoint Financial Inc (SPF). Registered Investment Advisor, Broker/Dealer	100% owned by AGI
Woodbury Financial Services, Inc (WFS). Registered Investment Advisor, Broker/Dealer	100% owned by AGI
Vision2020 Wealth Management Corp. Registered Investment Advisor	100% owned by AGI

BROKER-DEALER AFFILIATE

As noted in Item 4, SAA's affiliate, SAI, is registered as a broker-dealer with FINRA engaged in the offer and sale of securities products. This is material to our advisory business because at times our advisory accounts are held with SAI. This results in additional compensation to be earned by SAI (in their capacity as an introducing broker-dealer). These conflicts of interest due to the additional compensation are further described herein or within other disclosures for the applicable program.

Most of our Advisory Representatives are associated with SAI as Registered Representatives. Your Advisory Representative will take into consideration all types of accounts that could be offered (i.e., both brokerage and advisory accounts) when making the recommendation of an account that is in your best interest. Refer to brokercheck.finra.org for more information on your Advisory Representative's specific licenses.

Account recommendations include recommendations of securities account types generally (e.g., to open an IRA or other brokerage account), as well as recommendations to roll over or transfer assets from one type of account to another (e.g., a workplace retirement plan account to an IRA).

If acting as a registered representative, your Advisory Representative can recommend the purchase of securities offered by SAI. If you purchase these products through them, they will receive normal commissions which will be in addition to customary advisory fees. As such, Advisory Representatives have an incentive to sell you commissionable products in addition to providing you with advisory services when such commissionable products may not be suitable. Alternatively, they have an incentive to forego providing you with advisory services when appropriate, and instead recommend the purchase of commissionable investments, if they deem that the payout for recommending the purchase of these investments would be higher than providing management advice on these products for an advisory fee. Therefore, a conflict of interest could exist between their interests and your interests. We maintain policies and procedures to ensure recommendations are in your best interest.

While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

All such transactions are effected in compliance with the Advisers Act and other applicable law, including our duty to seek best execution.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our Firm in connection with providing you with any advisory service that we offer.

INSURANCE

SAI is also an insurance agency licensed to do business in all 50 states.

Advisory Representatives that are also insurance licensed are permitted to sell fixed insurance products including, but not limited to, fixed annuities, term life insurance, and whole life insurance for compensation through SAI's insurance agency or an independently owned agency.

Highland Capital Brokerage ("Highland") is a related person of the Firm and an independent insurance brokerage firm that delivers life insurance, fixed and equity indexed annuities, long-term care solutions and variable insurance wholesaling support to investment and insurance providers. Some employees of Highland are also registered with us and/or our broker-dealer affiliates.

OUTSIDE BUSINESS ACTIVITIES

Since registered representatives are independent contractors of SAI, they have the ability to engage in certain other business activities separate from the activities they conduct through SAI. Some of SAI's

affiliated representatives are permitted to be employed by, or own, a financial services business entity, including an investment adviser business, separate from SAI. Although this is not considered a conflict of interest, clients should be aware that these situations can exist. Such activities include but not limited to tax preparation, insurance, and/or real estate services. When your Advisory Representative engages in these certain other business activities (other than the provision of brokerage and advisory services through us), they could receive greater compensation through the outside business activities.

BUSINESS OPERATIONS WITH AFFILIATES

There is a conflict of interest since some of our business operations involve directing clients to products or services of our affiliated companies; us or our Related Persons can receive compensation when doing so. Your Advisory Representative, however, does not receive a portion of this additional compensation and therefore does not have a conflict of interest in recommending the use of one of our affiliated companies. Consequently, the Firm's conflict of interest to you is mitigated since your Advisory Representative does not receive additional compensation for recommending to you our affiliates. The Firm maintains policies and procedures to ensure recommendations made to you are in your best interest and in conjunction with the lack of compensation to your Advisory Representative, believe this mitigates any conflict to the Firm.

Premier Trust. Your Advisory Representative can recommend Premier Trust, a Nevada chartered trust company, to provide trust, estate planning and administrative services. When making any recommendation, Advisory Representatives first consider whether Premier Trust can adequately service client needs and whether any other efficiencies or benefits will result to the client. Clients are not obligated to follow our recommendations or use Premier Trust's services. When used, Premier Trust provides full disclosure with respect to its trust and administrative services and related costs.

Highland Capital Brokerage (Highland). Highland is an independent insurance brokerage firm that distributes fixed and variable life insurance, disability insurance, fixed and indexed annuities, and long-term care solutions to financial professional and their clients. Some employees of Highland are also registered with us and/or our broker/dealer affiliates.

Ladenburg Thalmann & Co. Inc. (LTCO): LTCO is a registered broker/dealer. As such, it can act as a dealer relative to certain securities and execute transactions in its capacity as a principal for SAA clients. Fixed income securities are traded primarily in "dealer" markets, meaning securities are purchased directly from or sold to a financial institution acting as "dealer" or "principal." Dealers executing principal trades typically include a "mark-up," "mark-down," and/or "spread" in the net price at which transactions are executed. This compensation is in addition to other compensation clients pay to SAA and its affiliates. To address this conflict of interest, clients are given disclosures about principal transactions with LTCO and have the opportunity (to the extent required by applicable law) to reject the transaction before its completion. In addition, clients are generally given transaction specific disclosure prior to their decision to invest in such securities.

If your Advisory Representative uses LTCO Fixed Income Solutions ("FIS"), your Advisory Representative has incentives to recommend certain structured products in the initial offering. Structured products are fixed-income investments where you (the investor) purchase a secured debt (or other assets) and become the lender, after which you receive payments (principal and interest) over a specific period (usually a shorter time period than a bond) from the borrower. Clients are given transaction specific disclosure prior to their decision to invest in such securities. Structured products traded through LTCO are only available to clients through Advisory Representatives who have completed our required education and training.

LTCO FIS may earn compensation on your riskless principal trades. The amount of compensation, in addition to any price mark-up or mark-down, is disclosed on your corporate and municipal securities bond trade confirmations. The relationship between your Advisory Representative and LTCO FIS will be disclosed prior to the execution of your trade. Your Advisory Representative is required to disclose this conflict and receive your consent prior to entering your trade.

Your Advisory Representative can also recommend clients invest in securities issued in an initial public (“new issue”) and secondary offering for which LTCO acts as a manager, an underwriter and/or a member of the selling syndicate. SAA and/or our affiliated broker/dealer, SAI, can also act as a member of the selling syndicate. We have a conflict of interest when recommending these securities because:

- LTCO receives all or a portion of the gross spread (the difference between the price paid by the client for the security and the price for which LTCO purchases the security) in connection with such sales. This gross spread will vary between different offerings. If SAA or SAI also act as a member of the selling syndicate, they receive a portion of the gross spread. If your Advisory Representative is also a registered representative, he or she generally receives a portion of this compensation in that separate capacity.

Because of our affiliation with LTCO, we have incentives to recommend investments in these initial and secondary offerings for the above reasons rather than based on client needs. To address these conflicts, we have policies and procedures in place to make sure securities in initial public offerings are recommended only to clients for whom they are in the client’s best interest based on client investment objectives and holdings. If securities acquired in initial public and secondary offerings become oversubscribed, we have policies and procedures in place addressing the allocation process under these circumstances.

Clients are not obligated to use any LTCO services recommended.

Ladenburg Thalmann Asset Management, Inc. (LTAM). LTAM is an SEC registered investment advisor specializing in investment management, market analysis, due diligence, fund selection, asset allocation and diversification strategies. LTAM sponsored programs and their characteristics are more fully described in its disclosure brochures, which are available to any client or prospective client upon request.

LTAM offers the Ladenburg Funds (i.e., Ladenburg Income Fund, Ladenburg Income & Growth Fund, Ladenburg Growth & Income Fund, Ladenburg Growth and Ladenburg Aggressive Growth), each of which is an open-end fund; the Alternative Strategies fund which is a closed end interval fund, as well as the Total Portfolio Series funds (Collective Investment Trusts) established for retirement plans. Our Advisory Representatives can recommend clients invest in these funds as well as other Ladenburg portfolios. Transactions within these funds are generally executed through LTCO, which receives commissions when executing trades on behalf of the Funds.

- LTAM operates \$ymbil®, an online, interactive tool designed to assist clients in selecting among the five Ladenburg Funds by using a questionnaire to gauge a client’s time horizon, risk tolerance and investment objectives. A client investment profile is created from the responses to this online questionnaire. LTAM has no discretion over a client’s investments. Our Advisory Representatives can recommend clients use \$ymbil®, and if clients implement transactions using \$ymbil®, both SAA and our Advisory Representatives receive solicitor fees. This creates a conflict of interest; however, clients have no obligation to accept any suggestions provided by \$ymbil® or to invest in any of the Ladenburg Funds.
- LTAM offers the Qui(k) program (Qui(k)), a fully-bundled 401(k) plan offering that incorporates a broad selection of investment products that are selected and monitored by LTAM, which serves as the ERISA Section 3(38) investment fiduciary for the plans associated with the platform. Through Qui(k), LTAM has entered into an agreement to provide 3(38) investment fiduciary services to TRG Fiduciary Services, LLC (TRGF). TRGF is the Pooled Plan Provider (PPP) for the Qui(k) platform, TRGF’s Pooled Employer Plan (PEP). LTAM, as well as the other Qui(k) platform service providers, are engaged by TRGF in their capacity as the PPP named fiduciary and PEP plan sponsor. Employers who participate in Qui(k) will sign a separate agreement engaging TRGF as the PPP. There is a conflict of interest if clients elect to participate in Qui(k) since LTAM and SAA generally receive more compensation than if clients purchase

other investments. However, TRGF, LTAM, and SAA do not engage in any revenue sharing as a result of this relationship. The specific manner in which fees are charged is established for a client in the client's written investment advisory agreement.

We offer clients access to professional third-party money managers that create and implement portfolios with a variety of investment strategies (see Item 4 *Advisory Business* for additional information on Managed Opportunities and the Independent Managed Assets Program.) LTAM is among the third-party money managers that can be recommended to clients. SAA has a conflict of interest when recommending LTAM to clients in the Independent Managed Assets Program. Advisory Representatives receive compensation that varies depending on the third-party managers recommended. SAA earns more total compensation when a client selects LTAM as a third-party manager than we would earn if the client selects certain other unaffiliated third-party managers. Thus, our Advisory Representatives have a conflict of interest because of an incentive to recommend certain managers over others.

We address these conflicts of interest through policies and procedures that, among other things, require Advisory Representatives to make suitable recommendations, to act as a fiduciary to clients, and to act solely in clients' best interests.

BOARD OF DIRECTORS

Members of the Securities America Board of Directors also serve as board members for several of our affiliated companies. There can be a perceived conflict of interest. You should be aware that the Board of Directors does not make decisions for our firm without following the process set forth in our firm's by-laws.

ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

We have adopted a Code of Ethics (the "Code") to address securities-related conduct. The Code focuses primarily on fiduciary duty, personal securities transactions, insider trading, gifts, and conflicts of interest. The Code includes our policies and procedures developed to protect your interests in relation to the following topics:

- The duty at all times to place your interests first;
- The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the Code and to avoid any actual or potential conflict of interest or any abuse of an employee's position of trust and responsibility;
- The fiduciary principle that information concerning the identity of your security holdings and financial circumstances are confidential; and
- The principle that independence in the investment decision-making process is paramount.

This response is only intended to provide you with a summary description of our Code of Ethics. If you wish to review our Code of Ethics in its entirety, you can obtain a copy by calling us at (800) 747-6111 or writing to the RIA Compliance Department at Securities America, Inc., 12325 Port Grace Blvd, La Vista, NE, 68128.

It is SAA's policy to prohibit agency cross transactions where representatives act as brokers for both buying and selling a single security between two different clients and are compensated through an agency commission or principal mark-up for the trades. If we adopt a different policy in this area, we will observe all rules and regulations in accordance with the disclosure and consent requirements of Section 206(3) of the *Advisers Act*. Additionally, we are aware that such transactions only occur if we ensure that we meet our duty of best execution for the client.

Ladenburg Thalmann & Co., Inc. (LTCO), one of our affiliates, acts as a dealer with respect to certain securities and as such executes transactions for SAA clients as a principal unless the account is covered under ERISA. Principle transactions are prohibited in ERISA accounts. As a dealer, LTCO receives a

"mark-up," "mark-down," and/or spread in the net price at which principal transactions are executed. This compensation is in addition to other compensation paid to SAA and its affiliates under your advisory program. Thus, SAA has a conflict of interest in deciding to execute trades through LTCO on a principal basis. SAA has policies in place to address this conflict of interest. After receiving disclosures about a specific principal transaction with LTCO, clients have the opportunity to reject the transaction before it is completed, to the extent required by applicable law. In addition, SAA has policies and procedures in place to assure clients receive best execution with respect to principal trades, regardless of whether the trade is executed by LTCO or an unaffiliated dealer.

Related Person(s) to us may have an interest or position in securities which may be recommended to you.

Our Advisory Representatives, from time to time, can recommend investment products to you, including mutual funds, variable and fixed annuities, and other insurance products, sponsored, distributed, or managed by our Related Persons. Advisory Representatives may also recommend that you select portfolio managers that are Related Persons. These Related Persons may, from time to time, place brokerage transactions with SAI and refer you to us. Such recommendations and arrangements might create a conflict of interest because they may result in an increase in compensation for us, our Advisory Representatives and our Related Persons. The Firm stands to receive earnings from the internal fees of the recommended securities as well as earnings from a portion of the investment advisory fee received by us. Advisory Representatives are not under any obligation to sell these products or to meet any selling quotas related specifically to these products.

While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

We may recommend securities to you or buy or sell securities for your account at or about the same time we buy or sell the same securities in our own account. In those instances, the Firm maintains policies and procedures to avoid, detect, and correct conflicts of interest that arise if you and the Advisory Representative (including related persons) invest in the same security on the same side of the market on the same day.

Due to our affiliation with another investment company, investment advisors and broker/dealers, we maintain a Restricted and Pre-Clearance Equity List which limits our firm and representatives' ability to transact in certain equities on your behalf in a discretionary advisory program. Your Advisory Representative may not be able to place certain transactions or can experience delays in submitting certain transactions on your behalf based on any pre-clearance or pre-approval requirements implemented by the firm. The purchase or sale price of your security will vary (higher or lower) from the execution price you might receive if you placed the transaction through another Advisory Representative not affiliated with SAI and not subject to any trading restrictions. These trading restrictions are subject to change without notice.

ITEM 12 - BROKERAGE PRACTICES

We do not engage in any soft dollar practices.

SAA typically places trades through its affiliate, SAI. SAI is an introducing broker/dealer clearing through NFS and Pershing. SAA also utilizes Fidelity Institutional Wealth Services depending on the advisory program. These firms are used to execute advisory account transactions and to custody advisory assets in connection with investment advisory programs we offer you. Transactions executed through these entities are subject to our duty to obtain "best execution", i.e., a price that is as favorable to you as possible under the prevailing market conditions. While we make every attempt to obtain the best execution possible, there is not assurance that it will be obtained. You should consider whether our programs result in costs or other disadvantages to you as a result of possibly less favorable trade executions.

Occasionally, a trading error can occur where either we, or our Advisory Representatives, are at fault for effecting one or more erroneous securities transactions for a client's brokerage account. If this occurs in your account, the error will be corrected, and your account will be restored to the same economic position had the error never occurred. In the process of restoring your account, a profit may be realized, or a loss suffered in connection with correcting this error. Neither losses nor gains realized will be passed on to you.

As a result, trade corrections can result in a financial benefit to us or our affiliated broker/dealers. In connection with the provision of Third Party Advisory Services, our choice of custodian will be limited to those choices offered by the Third Party Advisory Service.

SAA Advisory Representatives generally manage client portfolios independently of one another based on the specific needs and objectives of each client portfolio. Due to this, client transactions are often executed separately. While not required by firm policy, SAA and your Advisory Representative can aggregate client transactions or allocate orders. Mutual funds held in client accounts do not lend themselves to aggregation because the purchase or sale price is based on the net asset value of the mutual fund. To the extent other securities are purchased that lend themselves to aggregation or block trading (e.g., stocks or exchange traded funds), SAA and your Advisory Representative aggregate client transactions or allocate orders whenever possible. SAA and your Advisory Representatives will allocate trades to advisory clients in a fair and equitable manner that will be applied consistently to all clients. Personal accounts of representatives, associated persons and family members will not be treated more favorably than any other client account. You should be aware that if an order is not aggregated, you can pay higher brokerage costs.

In many instances, order aggregation can result in lower commissions, a more favorable net price or a more efficient trade execution. When trades are not aggregated, you may not receive the benefits previously mentioned and, as a result, pay a higher transaction cost than if you executed the transaction elsewhere. However, there can be instances in which order aggregation results in a less favorable transaction than might have been obtained for you by trading the security separately.

ITEM 13 - REVIEW OF ACCOUNTS

Each purchase or sale of a security affected by our Advisory Representative in your account is monitored for suitability by an appointed supervisor. In addition, our Advisory Representatives periodically review your accounts as needed, but no less than annually. Such review and consultation typically contain, when warranted, advice regarding recommended changes to your investments and recommendations for implementation of proposed changes.

You will receive monthly and/or quarterly statements.

Your Advisory Representative can also send you a quarterly performance report ("QPR"). QPRs are for informational purposes only and based on information believed to be accurate, but that we have not verified. For accurate account information, you must refer to the account statement from the account custodian.

SAI home office staff (and SAI registered principals) review a sampling of each supervised person's financial plans, including written financial planning advice. Compliance and Supervision personnel also conduct periodic reviews of financial advisor activities. Financial planning clients may contract with their Advisory Representatives for a review and update of their financial plans for a separate fee.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

CLIENT REFERRALS

SAA has arrangements with individuals ("Solicitors") under which the Solicitors introduce potential advisory clients to the Firm in exchange for a referral fee. Solicitor arrangements are conducted in accordance with the SEC's "Solicitor Rule" (Rule 206(4)-3). If you are introduced to us through a Solicitor, a separate

disclosure statement is provided to you advising that a referral fee is being paid to an individual that is unaffiliated with the Firm.

Some of our Advisory Representatives utilize the services of lead generation or business development firms. Generally, prospects will contact that firm directly or online and receive the names of several financial service providers in the prospect's area. The prospect then reviews the list and makes a decision whether or not to contact a selected financial service provider. The firm does not provide the prospect any advice or recommendations concerning the list of advisors. Typically, advisors pay a subscription or membership fee to be included in the firm's network or association. In addition, some firms provide marketing resources.

We have established a relationship with LTAM's \$ymbil program. SAA Advisory Representatives can provide clients access to LTAM's \$ymbil program through the Advisory Representative's website. SAA receives a portion of the asset management fee that LTAM charges. These fees can be paid on an ongoing basis and can continue even if your relationship with the Advisory Representative and/or SAA is terminated.

NETWORKING ARRANGEMENTS

There is an option for SAA and its Advisory Representatives to offer advisory services on the premises of unaffiliated financial institutions, like banks or credit unions. In such a case, the Firm will enter into networking 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 and for client referrals.

OTHER COMPENSATION

As previously described in item 4, SAI and SAA are subsidiaries of AGHI where SAI is a broker dealer and SAA is a Registered Investment Adviser. SAI and SAA offer a range of investments and services to its clients. As you work with your Advisory Representative to determine the right investments and services to achieve your investment goals, it is also important for you to understand how SAA, SAI, AGI and your Advisory Representative are compensated. Certain forms of compensation can create conflicts of interest, and it is important for you to assess these conflicts of interest when making investment decisions.

We maintain policies and procedures to ensure recommendations are suitable and require that Advisory Representatives always act in your best interest. We also maintain a supervisory structure to monitor the advisory activities of your Advisory Representative to reduce potential conflicts of interest. You are encouraged to ask us about any conflict presented. In particular, we note the following:

RECRUITING AND TRANSITION ASSISTANCE

To assist in the costs of transitioning from another investment adviser, we provide various benefits and/or payments to certain Advisory Representatives that are newly associated with the Firm. The proceeds of the transition assistance payments are intended to be used for a variety of purposes, including but not limited to, providing working capital to assist in funding the Advisory Representative's business, satisfying outstanding debt owed to the Advisory Representative's previous firm, technology set-up fees, marketing and mailing costs, stationery and licensure transfer fees, moving expenses, office space expenses, and staffing support. The amount of the transition assistance is generally based on the size of the Advisory Representative's business established at his or her prior firm. This assistance is generally in the form of loans to the Advisory Representative and are forgiven by us based on the years of service with the Firm.

The receipt of the recruiting/transition assistance creates a conflict in that the Advisory Representative has a financial incentive to recommend a client to open and maintain an account with the Firm.

TOP PRODUCER OPPORTUNITIES

We offer additional educational, training, marketing and home office support services for those Advisory Representatives that meet overall revenue production goals. While these goals are not specific to any type

of product or service offered, a conflict of interest exists because these opportunities provide a financial incentive for Advisory Representatives to recommend investment products and advisory services in general.

ADVISOR APPRECIATION PROGRAM

We provide the following compensation and ownership opportunities to certain Advisory Representatives:

- The Retention Program – In very limited situations the Firm provides compensation to certain Advisory Representatives that have been affiliated with the Firm for many years and are profitable to the organization. Although there is no production requirement for these limited situation loans, the loan does create a conflict of interest by requiring the Financial Professional to retain affiliation with the Firm in order to avoid repayment of the loan.
- The Referral Rewards Program – Subject to certain qualifications and restrictions, the Firm will make payments to affiliated Financial Professionals for referrals of unaffiliated Financial Professionals. For each qualified referred Financial Professional who affiliates with the Firm, the referring Financial Professional will receive up to 3% of the referred Financial Professional's trailing 12-month production and up to 3% of the referred Financial Professional's first 12 months of production. The Firm is responsible for these payments and the payments to the Financial Professional are not a portion of the fees and/or commissions you pay. Your Financial Professional's status as a referring Financial Professional is not a conflict to you because if referring, the referred Financial Professional's production is unrelated to your account. Your Financial Professional's status as a referred Financial Professional is not a conflict to you, because your Financial Professional is not compensated specifically for being part of the Referral Rewards Program.
- The Equity Ownership Plan – Certain Advisory Representatives who are accredited investors are offered the opportunity to invest in AG Artemis Holdings, L.P, the parent entity of the Firm.

LOANS

SAI or SAA provide loans to certain Advisory Representatives as an incentive to establish, maintain, or expand their brokerage and advisory relationships. The repayments of such loans are typically dependent on the financial professional retaining affiliation with us through the end of the loan period. These loans create a conflict of interest for the financial professional to retain affiliation with the firm in order to avoid repayment of the loan.

INDIRECT COMPENSATION AND REVENUE SHARING

Strategic Partners

In addition to commissions or asset based fees, the Firm, SAI and/or AGI receives compensation ("revenue sharing payments") from the below categories:

- *Packaged Products*: certain mutual funds, variable insurance products, fixed insurance products, direct participation programs, alternative investments, and unit investment trusts (UITs)
- *Retirement Plan Partners*: third-party firms, including plan recordkeeping platforms as well as investment managers of mutual funds and the issuers of annuities
- *Third Party Managers*: certain third-party money managers offered through accounts custodied away from the Broker-Dealer
- *Collateralized Lending Partners*: certain banking institutions that collateralize certain investment accounts to obtain secured loans

The above categories are hereinafter referred to as (“Strategic Partner” or Strategic Partners”). Strategic Partners are selected, in part, based on the competitiveness of their products, their technology, their customer service and their training capabilities. Strategic Partners have more opportunities than other companies to market and educate our Advisory Representatives on investments and the products they offer. Revenue sharing payments are typically calculated as a fixed fee or as an annual percentage of the amount of assets held by customers, or as a percentage of annual new sales, or as a combination of both. Strategic Partners pay Firm, SAI and/or AGI differing amounts of revenue sharing, for which the Strategic Partner receives different benefits. You do not pay more to purchase Strategic Partner investment products through SAI/SAA than you would pay to purchase those products through another broker-dealer or RIA. Additionally, revenue-sharing payments received by the Firm, SAI and/or AGI are not paid to or directed to your Advisory Representative. Nevertheless, a conflict of interest exists, in that the Firm, SAI and/or AGI is paid more if you purchase a Strategic Partner product, and your Advisory Representative indirectly benefits from Strategic Partner payments when the money is used to support costs of product review, marketing or training, or for waiver of mutual fund ticket charges as described below. This conflict of interest is mitigated by the fact that your Advisory Representative does not receive any additional compensation for selling Strategic Partner products, and that the firm maintains policies and procedures to ensure recommendations are in your best interest.

The Firm will update information regarding Strategic Partners who participate in revenue sharing arrangements with us on our website on a regular basis. For additional information, including specifics on the revenue share amounts, please refer to the Indirect Compensation link in the Disclosures section of our website at www.securitiesamerica.com.

From time to time, the Firm, SAI and/or AGI also receives revenue sharing payments from companies that are not Strategic Partners, generally to cover meetings expenses.

Clearing & Custodial Firms

NFS and Pershing provide significant compensation to SAI in their capacity as introducing broker/dealer to offset its general operating expenses based on the number of accounts and/or account assets held by SAI. Compensation received consists of a fixed dollar amount per account and percentage of net new assets and total assets held in clearing accounts at the clearing firms. The specific terms of this compensation differ between NFS and Pershing. These forms of compensation are in addition to advisory fees you pay to us. Due to this compensation, the Firm has a conflict of interest in recommending to you a brokerage account where SAI acts as the introducing broker/dealer. Your Advisory Representative does not have financial incentive for selecting either NFS or Pershing as your custodian. We maintain policies and procedures to ensure recommendations of account type are in your best interest.

Certain custodian fees apply to your clearing accounts. In some instances, SAI pays a portion of the fee charged. In some instances, SAI applies a markup to these fees. Examples of instances where a markup fee is applied include, but are not limited to, federal funds wire fees, and other transaction costs assessed by the custodian. Depending on the custodial fee, it is be applied annually, per transaction, per month or per CUSIP.

For more information regarding custodial fees, please see the Disclosures section of the Firm's website at www.securitiesamerica.com for the Pershing and NFS Schedule of Client Fees and Charges.

Other Cash and Non-Cash Compensation

In addition to reimbursement of training and educational meeting costs, the Firm and its Advisory Representatives may receive promotional items, meals or entertainment or other non-cash compensation from representatives of mutual fund companies, insurance companies, and Alternative Investment Products, as permitted by regulatory rules. Additionally, sales of any mutual funds, variable insurance products and Alternative Investment Products, whether or not they are those of Strategic Partners, can qualify Advisory Representatives for additional business support and for attendance at seminars,

conferences and entertainment events. From time to time, non-Strategic Partners attend Firm sponsored meetings for a fee.

We have established an agreement with Hanson McClain Retirement Network, LLC (HMRN), a registered broker/dealer and investment advisor in which the associated persons of HMRN provide consultation and marketing support services to Advisory Representatives to assist them in obtaining more clients. As a result of this relationship, we pay HMRN a portion of the fees from any clients obtained as a result of the services provided by HMRN.

ITEM 15 - CUSTODY

Although the Firm's advisory accounts are held by a qualified custodian, The Firm is deemed to have custody of client funds because it has the ability to direct such custodians to deduct advisory fees from the client's account. In addition, SAI, our affiliated broker/dealer, serves as an introducing broker/dealer and collects physical stock certificates or engages in certain asset transmittal practices such that we are deemed to have custody of such assets. SAI is deemed to have limited custody of your assets because some client accounts have standing letters of instruction or other similar asset transfer authorization agreement ("SLOAs") and give us the authority to transfer funds to a third party.

On at least a quarterly basis, you will receive statements from the qualified custodian. We urge you to carefully review your statements provided by the qualified custodian and if you receive performance reports from your Advisory Representative, we urge you to carefully review the performance report and compare them with the statements provided by the qualified custodian. You should promptly notify us or your Advisory Representative upon discovery of any errors, discrepancies or irregularities.

ITEM 16 - INVESTMENT DISCRETION

We manage your accounts on either a discretionary or non-discretionary basis. We will only manage your account on a discretionary basis upon obtaining your consent. Your consent is typically granted and evidenced in the client agreement that you sign with us. We define discretion as: the ability to trade your account, without obtaining your prior consent, the securities and amount of securities to be bought or sold, and the timing of the purchase or sale. It does not extend to the withdrawal or transfer of your account funds.

We give advice and take action in the performance of our duties to you, which differs from advice given, or the timing and nature of action taken, with respect to our clients' accounts.

ITEM 17 - VOTING CLIENT SECURITIES

We do not have the authority to vote proxies solicited by, or with respect to, the issuers of securities held in your account (other than the specific Managed Opportunities Program portfolios described in our wrap program brochure). Typically, proxy materials will be forwarded to you by our custodian. We will forward proxy materials that we receive to you. Please contact us at any time with questions you have regarding proxy solicitations.

In addition, we do not take any action or render any advice with respect to any securities held in any accounts that are named in or subject to class action lawsuits or bankruptcy proceedings. However, we will forward you any information we receive regarding class action legal matters involving any security held in your account.

ITEM 18 - FINANCIAL INFORMATION

We do not allow, require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are well capitalized and in full compliance with applicable regulations and do not foresee any financial conditions that will impair our fulfillment of reasonable obligations or contractual commitments to you.