

ARCHITECT/STRUCTURE PROGRAM

PART 2A

APPENDIX 1

PROGRAM BROCHURE

Current as of March 31, 2021

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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

Securities America Advisors, Inc. filed its last annual amendment to its Form ADV Part 2A Brochure on March 30, 2020. Since the creation of this wrap fee brochure on August 17, 2020, the following changes have occurred:

- Item 4 – Services, Fees and Compensation: Detail was added around the changes to certain fees associated with your account that were effective 2/15/2021. Some of these fees are currently being waived.
- Item 4 – Core Account Investment “Sweep” Vehicle material conflicts of interest disclosures were enhanced.
- Item 9 – Additional Information - Disciplinary Information: The disclosure of disciplinary action related to the sales of complex exchange-traded products was added.
- Item 9 – Disciplinary Information: The disclosure of disciplinary action related to the recommendation of the purchase of the Business Development Corporation of America product was added.
- Duplicate disclosures throughout the entire document have been removed from the 2A and the applicable wrap fee program brochure. More specific details will now reside in the wrap fee program brochures, whereas general information about the Firm will continue to reside in the 2A.
- We have rewritten disclosure sections to enhance understandability and clarify details where appropriate. We consider these changes non-material unless otherwise mentioned in this summary.

Item 3 - Table of Contents

Item 2 - Material Changes.....	2
Item 3 - Table of Contents	3
Item 4 - Services, Fees and Compensation	1
Advisory Services.....	1
Program Costs	2
General Information Concerning Fees and Other Client Charges	4
Mutual Funds	5
Retirement Accounts	5
Illiquid and Alternative Investments.....	5
Core Account Investment “Sweep” Vehicle	6
Item 5 - Account Requirements and Types of Clients.....	7
Item 6 - Portfolio Manager Selection and Evaluation.....	8
Item 7 - Client Information Provided to Portfolio Managers	8
Item 8 - Client Contact with Portfolio Managers.....	8
Item 9 - Additional Information	8
Disciplinary Information	8
Other Financial Industry Activities and Affiliations	9
Code of Ethics.....	9
Participation or Interest in Client Transactions	10
Trade Errors.....	10
Review of Accounts.....	10
Indirect Compensation and Revenue Sharing Disclosure.....	10
Client Referrals and Other Compensation.....	11
Financial Information	11

Item 4 - Services, Fees and Compensation

The Architect/Structure Program ("Program") is sponsored by Securities America Advisors, Inc. ("SAA", the "Firm," "us" or "we" or "our"), an SEC-Registered Investment Adviser. Securities America Advisors, Inc. ("SAA") is registered as an investment advisor 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 Advisors ("FAs") who have registered as Investment Advisor 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. The Program is presented to the client ("you") by Advisory Representatives of SAA.

You will enter into an investment advisory client agreement ("Client Agreement") with us and establish a brokerage account ("Program Account") on a fully disclosed basis with SAI. SAI is a Related Person to us and there are conflicts of interest that are further described herein and/or within the Form ADV 2A. Related Persons are defined as entities that we control or control us or are under common control with us.

Advisory Services

The Architect/Structure Program ("Program") is sponsored by SAA. In July 2020, SAA entered into an agreement with Investacorp Advisory Services, Inc. ("IAS"), a registered investment adviser, and Investacorp, Inc. ("Investacorp"), IAS's affiliated broker/dealer, to acquire certain advisory business and Advisory Representatives (the "Transferred Investacorp Accounts"). As a result of this agreement, SAA and SAI replaced IAS and Investacorp, as the associated registered investment adviser and broker/dealer, respectively, on the Transferred Investacorp Accounts in the Program. The Architect/Structure Program is not being offered to new customers and is only available to the existing owners of the Transferred Investacorp Accounts.

Accounts in the Architect/Structure Program are managed on a discretionary basis. As a result, you grant SAA complete and unlimited trading discretion to manage your account. Pursuant to this grant of discretion, you authorize SAA to invest and reinvest the assets in each account at such time and in such manner as SAA, in its discretion, determines and to act on your behalf in all other matters necessary or incidental to the trading in each account, without discussing individual transactions or actions with you in advance.

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 Asset Management, Inc. ("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.

Our Advisory Representatives' services are tailored to the individual needs of their clients. Our Advisory Representatives assist with establishing and monitoring your investment objectives, risk tolerance, asset allocation goals and time horizon. You have the opportunity to place reasonable restrictions or constraints on the way your accounts are managed; however, such restrictions may cause your Advisory Representative to deviate from a strategy or recommendations that your Advisory Representative would

have made if such restrictions or constraints were not in place. Thus, your account's performance may be lower than it otherwise would have been.

The services that SAA provides under some or all of these wrap fee programs may be available from other providers for lesser fees. In addition, clients may buy securities (e.g., mutual funds, exchange-traded funds, etc.) outside of these programs without incurring the Wrap Fee.

The types of securities and other investments that our Advisory Representatives recommend to you under each program are as follows:

Architect Program

Our Advisory Representatives may recommend to you investments from a diverse group of securities, including exchange listed and NASDAQ traded stocks, bonds and warrants, as well as exchange traded real estate investment trusts, secondary market closed-end investment company securities, secondary market unit investment trusts, mutual funds, select variable annuity products, cash equivalents and other securities that SAA allows to be transacted and held in your account. This program is custodied at National Financial Services, Inc. ("NFS") and administered through the Envestnet, Inc. platform.

Structure Program

Our Advisory Representatives may recommend to you investments from a diverse group of securities, including exchange listed and NASDAQ traded stocks, bonds and warrants, as well as exchange traded real estate investment trusts, select fee-based non-traded alternative investment products, secondary market closed-end investment company securities, secondary market unit investment trusts, NTF mutual funds, load-waived mutual funds purchased at Net Asset Value ("NAV"), no-load mutual funds, select variable annuity products, cash equivalents and other securities. This program is custodied at National Financial Services, Inc. ("NFS") and administered through the Envestnet, Inc. platform.

SAI as broker/dealer executes trades for accounts in the above programs and NFS acts as custodian.

Program Costs

Each account will be charged an asset-based fee ("program fee"). The program fee will be calculated based on the value of the assets in the account and charged in advance on a quarterly basis, as set forth in your Program agreement. The maximum annual program fee rates are:

Program Name	Maximum Annual Program Fee
Architect	2.34%
Structure	2.20%

Architect Program

SAA charges an asset-based advisory fee at the beginning of each quarter up to a maximum of 2.0% per annum based on the value of the assets for each account. The rates are subject to negotiation between you and SAA. SAA pays all or substantially all of the advisory fee to your Advisory Representative. SAA also receives a platform fee equal to a maximum annual fee up to 0.34% based on the value of the assets in each account, which is non-negotiable and charged to the client. This platform fee includes administrative services provided by Envestnet, Inc. The platform fee rate is blended, i.e., as the value of the assets reaches various thresholds, the assets above each threshold are charged a successively lower advisory fee rate. The account is not be charged transaction charges or surcharges. The actual fee rates paid by the client are set forth in the client's agreement with SAA.

Architect Account Breakpoints	
Account Size	Platform Fee
First \$250,000	0.34%
Next \$250,000	0.24%
Next \$500,000	0.15%
Next \$4,000,000	0.10%
Over \$5,000,000	0.06%

Architect accounts are subject to a minimum annual maintenance fee of \$170, which is charged quarterly at \$42.50. Additionally, accounts are subject to an annual account service fee of \$50. The minimum maintenance fee and annual account service fee cover certain administrative services provided by IAS and its affiliates. These fees are in addition to the advisory and platform fees. Advisory Representatives can negotiate a discounted platform fee which is often based on assets under management within the Program. This creates a conflict of interest for your Advisory Representative to put more assets into the Program.

Structure Program

SAA charges an asset-based advisory fee at the beginning of each quarter up to a maximum of 2.00% per annum based on the value of the assets for each account. The rates are subject to negotiation between you and SAA. SAA pays all or substantially all of the advisory fee to your Advisory Representative. SAA also receives a platform fee up to a maximum annual fee of up to 0.20% based on the value of the assets in each account. The platform fee is charged to you. The platform fee rate is blended, i.e., as the value of the assets reaches various thresholds, the assets above each threshold are charged a successively the lower advisory fee rate. The account is also be charged transaction charges. This charge will not apply to transactions in mutual funds that have been designated by the Custodian as “NTF” or no-transaction charge funds. The actual fee rates paid by clients are set forth in each client’s agreement with IAS. For Structure Plus accounts, SAA assesses the transaction charges (and applicable surcharges) to our Advisory Representatives instead of to your account. In those circumstances, your Advisory Representative has an incentive to trade your account less often or to invest your account in securities where transaction charges can be waived by the clearing firm or product sponsor. Additional information regarding transaction charges can be found at www.securitiesamerica.com/investors/investor-information.

Structure Account Breakpoints	
Account Size	Platform Fee
First \$250,000	0.20%
Next \$250,000	0.18%
Next \$500,000	0.15%
Next \$4,000,000	0.10%
Over \$5,000,000	Negotiable

Structure accounts are subject to a minimum annual maintenance fee of \$100, charged quarterly at \$25. The maintenance fee covers certain administrative services provided by SAA and its affiliates. These fees are in addition to the advisory and platform fees. If fees are suspended for any reason, SAA reserves the right to charge your Advisory Representative for uncollected platform fees. Advisory Representatives can negotiate a discounted platform fee, which is often based on

assets under management within the Program. This creates a conflict of interest for your Advisory Representative to put more assets into the Program.

Imposing the minimum fee can cause the effective program fee rate (expressed as a percentage) to be greater than the fee rates specified in your Program agreement. You can terminate the Program agreement and a pro rata portion of any program fee paid in advance will be remitted to you based on the number of days left in the quarter following receiving notice of termination by SAA.

The program fee covers the portfolio management services provided by your Advisory Representative, program administrative services provided by SAA and Envestnet, execution of transactions through SAI and custodial services (unless otherwise agreed between the custodian and the client).

Each program can cost a client more or less than purchasing such service separately, depending on the frequency of trading in the accounts, commissions charged at other broker/dealers for similar products, fees charged for like services by other advisers and broker/ dealers and other factors.

The program fee does not cover charges imposed by third parties for investments held in the account, such as contingent deferred sales charges or 12(b)-1 trails on mutual funds. All 12(b)-1 fees incurred by the client are fully rebated to applicable account. Other costs assessed by broker/dealers or the custodian that are not included in the program fee include fees for transactions executed away from SAI, dealer mark-ups and spreads paid to market-makers. Also, the program fee does not cover fees and charges in connection with debit balances, margin interest, annuities, odd-lot differentials, IRA fees, transfer taxes, exchange fees, wire transfers, extensions, non-sufficient funds, mailgrams, legal transfers, bank wires, postage, surcharges, SEC fees or other fees or taxes required by law and costs associated with exchanging foreign currencies.

Subject to approval, Advisory Representatives may trade on margin for clients' accounts, which could result in a high portfolio turnover ratio and higher transaction charges in accounts with such charges. Additionally, the use of margin may also result in interest charges, as well as all other fees and expenses associated with the security or account involved.

General Information Concerning Fees and Other Client Charges

Confirmation & Prospectus Paper Fees

In addition to the fees discussed above, Confirmation and Prospectus Paper Fees also apply to your Program account.

The Confirmation Fee can be avoided by signing up for electronic delivery. Your Advisory Representative can also choose to pay this fee on your behalf. Refer to the trade confirmation to determine if this fee applies to you.

The Prospectus Fee can be avoided by signing up for electronic delivery. The Prospectus Fee is paid by your Advisory Representative.

In cases where your Advisory Representative pays the above fees, there is an incentive for your Advisory Representative to trade less often or to recommend different products to avoid the fee. Our policy and procedures are designed to ensure our Related Persons make recommendations to you that are in your best interest. Furthermore, to mitigate this conflict, you can sign up for electronic delivery. Currently, the Confirmation Fee and Prospectus Fee are being waived.

For more information on these charges, please ask your Advisory Representative or visit www.securitiesamerica.com under Investors/Investor Information.

Mutual Funds

Please be aware that Account Fees are charged on all mutual fund shares that are designated as Program Investments, including shares on which you have previously paid a sales charge. Also, to the extent that cash used for investments in an account comes from redemptions of your other non-managed mutual fund investments, you should consider the cost, if any, of the sales charge(s) previously paid and redemption fees that would be incurred. Such redemption fees would be in addition to the Account Fee on those assets. Please be aware that such redemptions and exchanges between mutual funds that participate in the Program might have tax consequences, which should be discussed with your independent tax adviser.

You will bear a proportionate share of the fees and expenses of any mutual funds selected and for money market funds used as “sweep vehicles” for uninvested cash balances. These fees and expenses typically include investment advisory, administrative, distribution, transfer agent, custodial, legal, audit and other customary fees and expenses related to investment in Funds and are in addition to the Account Fee. Please read the prospectuses of the funds selected for a more complete explanation of these fees and expenses.

You have the option to purchase shares of mutual funds outside of the Program directly from the mutual fund issuer, its principal underwriter or a distributor without purchasing the services of the Program or paying the Account Fee on such shares (but subject to any applicable sales charges). Certain mutual funds are offered to the public without a sales charge. In the case of mutual funds offered with a sales charge, the prevailing sales charge is determined by the mutual fund (as described in the mutual fund prospectus) and may be more or less than the applicable account fee.

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), certain mutual funds also offer institutional shares 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 have a lower expense ratio than other shares classes. Clients should not assume that they will be invested in the share class with the lowest possible expense ratio.

Retirement Accounts

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

Accordingly, you should review the Account Fee and the other fees outlined above to fully understand the total amount of fees you pay.

Depending upon the level of the Account Fee, your Advisor may receive more compensation:

- 1) as a result of your participation in the Program than if you participate in other programs that your Advisor offers.
- 2) if your Advisor charges you the Wrap Account Fee which wraps management, administrative and transaction costs into one fee rather than having you pay for these services separately.

As such, your Advisor could have a financial incentive to recommend the Program to you over other programs or services.

Advisory Representatives have the ability to purchase certain securities products outside of an advisory account, but which are held in the client's advisory account. Though these assets are not subject to the advisory account fee, you should be aware that the purchases are subject to commissions or loads which are earned by the Advisory Representative.

Illiquid and Alternative Investments

There is a \$35.00 annual fee charged for registered daily NAV REITs.

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.

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 5 - Account Requirements and Types of Clients

Types of Clients

The Program is available to individuals (including high net worth individuals), banking or thrift institutions, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, state and municipal governmental entities, as well as other business entities.

Minimum Account Size

The minimum amount of assets required to open an account in Architect is \$50,000. The minimum amount of assets required to open an account in Structure is \$5,000. These programs, however, are closed to new business.

SAA may waive these minimums under certain circumstances. Should the market value of an account fall below the stated minimum, SAA will have the right to require that additional monies be deposited to bring the account value up to the required minimum or close the account.

Item 6 - Portfolio Manager Selection and Evaluation

Your Advisory Representative is the sole portfolio manager available with respect to the Program. Because your Advisory Representative is the portfolio manager in this Program you acknowledge that you have chosen him or her to act in this capacity. Advisory Representatives are selected by their Firms based on various criteria including experience. You should refer to the relevant Form ADV of the Firm with which your Advisory Representative is associated.

Item 7 - Client Information Provided to Portfolio Managers

Your Advisor provides us with access to the following client related information: (i) account opening documents (which include, among other things, your investment objective, risk tolerance and any account restrictions you imposed on management of assets); (ii) your investment guidelines (if applicable); and (iii) reports relating to the performance of your account.

A copy of the Firm's privacy notice is available in the disclosure section of our website: www.securitiesamerica.com.

Item 8 - Client Contact with Portfolio Managers

Client-Advisor Relationship

You are encouraged to contact your Advisor with respect to any changes regarding your investment objectives, risk tolerance and requested restrictions with respect to management of your Program Investments.

You should direct any questions that you have regarding the Program to your Advisor.

Item 9 - Additional Information

Disciplinary Information

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 reasonable 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 Shares

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.

Other Financial Industry Activities and Affiliations

Advisors that offer the Program may be "Related Persons" to us. You should see the ADV Part 2A of your Advisor that will be provided to you for information regarding any of their other financial industry affiliations and for any associated conflicts of interest.

Code of Ethics

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 of ethics and to avoid any actual or potential conflict of interest or any abuse of an employee's position of trust and responsibility;
- The principle that investment adviser personnel should not take inappropriate advantage of their positions;
- The fiduciary principle that information concerning the identity of security holdings and your financial circumstances is confidential; and
- The principle that independence in the investment decision-making process is paramount.

We provide a copy of the Code to any client or prospective client upon request to their Advisory Representative.

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.

Individuals who are covered by our Code ("Access Persons") can buy or sell securities identical to those recommended to you for their personal accounts. In addition, any of our Related Person(s) may have an interest or position in securities which are recommended to you. Our Code requires Access Persons to report their personal securities holdings for review by us.

Participation or Interest in Client Transactions

Your Advisor, who may be a Related Person to us, can recommend or buy and sell securities that it or its Related Persons' have a financial interest in. Please see the ADV Part 2A of your Advisor for further details on these financial interests and associated conflicts of interest.

Trade Errors

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. By opening an account with us, you are directing us to follow the error correction policy described above and to retain the financial gains, if any, recognized from error-correction transactions in the manner described as the payment of reasonable compensation for services provided.

Review of Accounts

Your Advisor periodically reviews your account and contacts you annually. For further account review details, please see the ADV Part 2A of your Advisor.

Indirect Compensation and Revenue Sharing Disclosure

The Advisor and Broker-Dealer 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 your Broker-Dealer, Advisor, and Advisory Representative are compensated. This is because various forms of compensation create potential conflicts of interest, and it is important for you to assess potential conflicts of interest in making investment decisions.

To better understand how your Advisor and Advisory Representative are compensated, please refer to your Advisor's Form ADV Part 2A. For additional information regarding Broker-Dealer and SAA compensation

please refer to the “Indirect Compensation” disclosures in the “Client Information and Disclosures” section of our website www.securitiesamerica.com.

Client Referrals and Other Compensation

As Program Sponsor, we receive a portion of the Account Fee as described in Item 4 above. For further details on compensation and other economic benefits that your Advisor receives, please see their ADV Part 2A.

Financial Information

Your Program assets will be custodied at National Financial Services, LLC or at Pershing LLC. The Program does 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 have no financial condition that might impair our ability to meet our contractual commitments to clients and have never been the subject of a bankruptcy proceeding.