osaic

Form ADV Part 2A

Current as of November 6, 2026

Osaic Advisory Services, LLC

d/b/a Osaic Advisors

© Osaic Advisory Services, LLC • 2300 Windy Ridge Parkway, Suite 750 • Atlanta, GA 30339 • 678-387-3088 • osaic.com/advisoryservices

This brochure provides information about the qualifications and business practices of Osaic Advisory Services, LLC. If you have any questions about the contents of this brochure, please contact us at (678) 387-3088. Osaic Advisory Services, LLC 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 Osaic Advisory Services, LLC is also available on the SEC's website at adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for the Firm is 171070.

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. Osaic Advisory Services, LLC also doing business as Osaic Advisors filed its last annual amendment to its Form ADV Part 2A Brochure on March 31, 2026. Since then, the following material changes have occurred:

- Item 4 and Item 10 – Updated corporate structure
- Item 5 – Disclosure added regarding Advisory Services to Annuity Sub-Accounts
- Item 14 – Enhanced the Advisor Appreciation Program disclosure to describe the conflict of interest arising when certain Advisory Representatives invest in the Firm's parent entity and to explain how the Firm addresses that conflict.

Item 3 - Table of Contents

Item 2	Material Changes	2
Item 3	Table of Contents	3
Item 4	Advisory Business	4
Item 5	Fees and Compensation	13
Item 6	Performance-Based Fees and Side-By-Side Management	19
Item 7	Types of Clients	19
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss	20
Item 9	Disciplinary Information	30
Item 10	Other Financial Industry Activities and Affiliations	30
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	35
Item 12	Brokerage Practices	35
Item 13	Review of Accounts	38
Item 14	Client Referrals and Other Compensation	39
Item 15	Custody	42
Item 16	Investment Discretion	42
Item 17	Voting Client Securities	42
Item 18	Financial Information	42

Item 4 - Advisory Business

Osaic Advisory Services, LLC also doing business as Osaic Advisors ("OAS", "we", "us", "our" or "the Firm") is registered as an investment adviser with the Securities and Exchange Commission ("SEC"). SEC File No. 801-80075, in order to offer investment advisory products and services to its advisory clients. Osaic Wealth, Inc. ("Osaic Wealth"), OAS's broker-dealer affiliate, is registered with the SEC as a broker-dealer engaged in the offer and sale of securities products and is a member of the Financial Industry Regulatory Authority ("FINRA"). Advisory products and 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. OAS is an indirect wholly-owned subsidiary of Osaic Holdings, Inc., which is indirectly owned primarily by a consortium of investors through investment funds affiliated with Reverence Capital Partners LLC, including RCP Artemis Co-Invest, L.P. and Reverence Capital Partners Olympus CV LP ("RCP CV"). For a list of material direct and indirect investors of RCP CV, please refer to the firm's Form ADV Part 1A, Schedule B.

We have been an SEC Registered Investment Adviser since 2014 and manage, as of December 31, 2025, $15,152,871,464 of assets on a discretionary basis and $326,954,918 on a non-discretionary basis.

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").

Advisory Representative Managed Account Programs: Ally and Counsel

The Ally and Counsel Programs provide comprehensive investment management of your assets through highly customized and individualized investment strategies crafted to focus on your specific goals and objectives. We provide the programs through accounts maintained through Fidelity Institutional Wealth Services ("Fidelity") through Fidelity Brokerage Services LLC and Schwab Advisor Services, a division of Charles Schwab & Co., Inc. ("Schwab").

The Ally and Counsel Programs are programs where the Advisory Representative is the portfolio manager. Depending on the terms you enter into with us in the Investment Advisory Agreement ("Agreement"), your Advisory Representative will manage your account on either a discretionary or non-discretionary basis. We define discretionary management 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. Non-discretionary management means that your Advisory Representative does not have the ability to perform the aforementioned without your consent. Your Advisory Representative has the option to allocate your portfolio amongst a mix of mutual funds, stocks, bonds, options, exchange traded funds ("ETFs"), variable annuity ("VA") sub-accounts, and other types of securities which are based on your investment goals, objectives, and risk tolerance.

As described previously, the Advisory Representative's services are tailored to your individual needs. Your Advisory Representative assists you in connection with establishing and monitoring of your investment objectives, risk tolerance, asset allocation goals and time horizon. Additionally, you can elect to place reasonable restrictions on the types of investments to be held in the portfolio. Restrictions can include requiring your Advisory Representative to avoid investing in certain industries, companies, securities, or types of securities. There is no additional charge for applying these types of restrictions to your Ally or Counsel Programs. If you would like to impose reasonable restrictions on the management of your Ally or Counsel Portfolio, or modify reasonable restrictions that you have previously imposed, please contact your Advisory Representative.

Clients should expect that the performance of advisory accounts with restrictions will differ from, and may be lower than, the performance of advisory accounts without restrictions. In addition, the account's risk profile, sector weights and other characteristics may differ from advisory accounts without restrictions. The Advisory Representatives and the Firm do not assume responsibility for investment restrictions that are imposed by the client or any non-client individual or entity, including clients' employers, or that are not communicated in writing to and accepted by the Advisory Representative.

The services that OAS provides under some or all of these investment options may be available from other providers for lesser fees. In addition, you may buy securities (e.g., mutual funds, exchange-traded funds, etc.) outside of our investment programs without incurring fees through our program.

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

Third-Party Consulting Services Program: Partner

The Firm offers a wide range of Third-Party Programs designed to offer a wide range of asset classes and strategies that you can invest through. You inform your Advisory Representative of the investment objectives, risk tolerance, and investment time horizon, and any investment policies, guidelines, or reasonable restrictions applicable to the assets you designate for investment through our advisory programs. Based on the information provided, the Advisory Representative assists you in selecting one or more third-party advisory programs.

The Firm may provide additional consulting services in connection with particular programs. The consulting services that Advisory Representatives provide in connection with a particular program are set forth in the agreement that you sign with the Firm. These services may include assistance with the selection of portfolio managers, the selection of investment strategies, and the allocation of assets among managers or strategies. The Firm and other managers may have trading discretion over any client assets in these programs as provided in the investment advisory agreement entered into with you. You will receive a disclosure brochure describing each portfolio manager selected. Clients should read these disclosures carefully before deciding whether to invest through the program or select a particular portfolio manager.

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

Plan Participant Retirement Program

Through the Plan Participant Retirement Program, the Firm and Advisory Representative offer investment advisory services to participants with retirement plan account assets in an employer sponsored retirement plan (Plan).

Under the Plan 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, the Firm provides advice with respect to Plan Assets in your account only, including additions, substitutions and proceeds. The Firm 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, will, but is not required to, consider any other securities, cash or other investments owned by you.

In this program, your Advisory Representative will provide investment management services utilizing the investment options available within your account. Your employer that sponsors your retirement plan is responsible for determining the investment options that are available within your plan account. You maintain the ability to impose reasonable restrictions on the management of your account, including the ability to instruct us to not purchase certain investments 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 the Firm act as custodian of the Plan or have direct access to the Plan's funds and/or securities. The Plan's custodian (as selected by the Plan Sponsor) 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.

Your employer that is sponsoring your retirement plan is responsible for negotiating and determining all fees, costs, and expenses associated with your retirement plan, including, but not limited to, transaction, trading, and execution fees, brokerage service charges, and custodial costs. Except for the Advisor Fee, your Advisor Representative does not or does not help with negotiating or controlling any of the fees, costs, and expenses notated above.

Please see your retirement plan account-opening documentation, including any related transaction, trading, execution, and brokerage service fee schedules, for additional information on applicable fees, costs, and expenses. Please also see the prospectuses and other disclosure documents for each of the investment options available within your retirement plan for information regarding the fees, costs, and expenses related to purchasing, holding, and selling particular investment options, including, but not limited to, 12b-1 fees and other money market and mutual fund expenses.

Third-Party Advisory Services

The Firm 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, in certain circumstances, "promoter" capacity. TPMMs typically maintain their own custodial relationships and do not leverage the custodial relationship OAS has with Schwab or Fidelity except for certain TPMMs detailed below.

When acting in a co-advisory capacity, the Firm 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:

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

The Firm's role in these relationships is limited as one that monitors Third-Party Money Managers' investment strategies generally as part of its initial and annual diligence of Third-Party Money Managers. In this case, the Firm does not exercise discretion in selecting, holding or selling portfolio investments.

Third-Party 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 are set forth in their disclosure brochures, client agreements, account opening documents and applicable fund prospectuses. 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 will assist you in opening an account and, when doing so, you will execute an agreement directly with the selected TPMM. Most TPMMs assume limited discretionary authority over your account, meaning that the selected TPMM has the authority to purchase and sell securities in your account without contacting you or your Advisory Representative first. Some TPMMs may allow you to impose restrictions on investing in specified securities or types of securities. In addition to the advisory relationship that you will have with these Third- Party Money Managers, you will also enter into an advisory relationship with us by signing our client agreement. 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. Not all TPMMs are open to all Advisory Representatives, as some are available on a limited basis, for the most part, as the result of transitions and our Firm's growth.

Your Advisory Representative can also act purely in a promoter capacity when referring you to a TPMM. When acting as a promoter 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. The TPMM will be responsible for assessing the suitability of their investment recommendations against your risk profile. Your Advisory Representative is 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 promoter for a TPMM program, you will receive a written promoter 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 the Firm and your Advisory Representative from a particular TPMM could be higher than the compensation received from another TPMM. This is because compensation structures vary by product type as well as TPMM programs provided. This results in a conflict of interest because your Advisory Representative has a financial incentive to recommend one TPMM over another in order to receive greater compensation. There can be other suitable TPMM programs that are more or less costly. If you would like additional information on costs of TPMM programs chosen for you, please discuss with your Advisory Representative.

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 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.

The Firm has an agreement with Envestnet that allows its Advisory Representatives to offer Third-Party Money Managers to clients through the Envestnet Private Wealth Management Program through the Firm's custodial relationship. The Private Wealth Management Program allows you to establish an account using Fund Strategist Portfolios ("FSP"), Separately Managed Account Portfolios ("SMA") and Unified Managed Account Portfolios ("UMA"). Envestnet acts as the platform manager and provides overlay management of the investment models by performing administrative services and trading services. The Firm and its Advisory Representative act in a co-advisory capacity under this agreement. As a co-adviser, the Advisory Representative will assist you in determining which Third-Party Money Managers are best suited for you, gather information from you about your financial situation, investment objectives, and other information you need to open your account.

The fees you pay for will be designated in the agreement with Envestnet. You pay an annual account fee, payable quarterly and calculated as a percentage of account assets under management for advisory services provided. Both the Firm and your Advisory Representative take a portion of this fee.

The advisory fee you pay does not cover certain custodial fees that are charged to clients by the custodian. A custodian can charge a minimum account fee. Clients are also charged for specific account services, when applicable, such as ACAT transfers, electronic fund and wire transfer charges, and for other optional services elected by Clients. Similarly, the Program Fee does not cover certain non-brokerage-related fees such as individual retirement account ("IRA") trustee or custodian fees and tax-qualified retirement plan account fees and annual and termination fees for retirement accounts (such as IRAs).

The Firm and your Advisory Representative utilize multiple broker-dealer custodians for brokerage and clearing services. Refer to the section Item 12: Brokerage Practices for more details.

A complete description of the programs, services, fees, payment structure and termination features are available via Envestnet's Form ADV 2A and/or applicable wrap fee brochures, investment advisory contracts, and account opening documents.

Ladenburg Thalmann Asset Management Inc. – Investment Consultant Services Program

The Firm allows our Advisory Representatives to offer the Ladenburg Thalmann Asset Management Inc. (LTAM) sponsored Investment Consultant Services ("ICS") Program through the Firm's custodian relationships to clients. The program is co-advisory with LTAM and the Firm sharing advisory responsibilities. Through this program, the Firm and your Advisory Representative assists the client in selecting LTAM as a money manager and determining the client's risk tolerance. LTAM will choose one or more managers available through the ICS program ("ICS Managers"), which may include LTAM, to provide discretionary management services for the client's account.

LTAM is affiliated with the Firm. Refer to Item 10, *Other Financial Industry Activities and Affiliations,* for additional information.

A complete description of the programs, services, fees, payment structure and termination features are available via LTAM's Form ADV 2A and/or applicable wrap fee brochures, investment advisory contracts, and account opening documents.

Financial Planning and Consulting Services

The Firm offers financial planning and consulting services that are tailored to specific client needs. The scope of the services provided by the Advisory Representative varies and is determined during discussions between the client and the Advisory Representative and is documented in the financial planning or consulting agreement signed by the client prior to the services being provided.

Financial planning and consulting services offered by the Firm range from comprehensive financial planning to consulting on specific topics, including, but not limited to, retirement planning, education planning, estate planning, risk management, business succession planning, and investment planning. If you receive comprehensive financial planning services through the Firm, your Advisory Representative will work with you to prepare a written financial plan that covers a review of your financial circumstances, financial goals and a written report of recommendations. The services to be provided with this offering will be documented in a Financial Planning and Consulting Services Agreement.

The client remains solely responsible for determining whether or not to implement the recommendations provided by the Advisory Representative. Investment advisory services and any recommendations with respect to specific securities are provided under the Firm's investment advisory program pursuant to a separate investment advisory agreement signed by the client. Clients are not obligated to implement financial planning or consulting recommendations through the Firm.

We are not qualified to, and do not render legal, tax or accounting advice or prepare any legal documents for you unless our Advisory Representative is duly licensed as an attorney or accountant in your state of residence. Your personal attorney will be solely responsible for providing legal advice, legal opinions, legal determinations and legal documents. Your personal tax adviser or accountant will be solely responsible for any tax or accounting services provided to you.

If you receive financial planning or consulting services, and pursuant to a plan or consultation, you purchase securities or insurance products offered through us, your Advisory Representatives typically receive commissions as Registered Representatives of Osaic Wealth or insurance agents in connection with such transactions. Thus, in these circumstances Advisory Representatives will have a conflict of interest when providing these services because they will likely receive additional compensation if you choose to execute transactions through them in this capacity. The Advisory Representative and Osaic Wealth will also be additionally compensated if you choose to implement recommendations by retaining the Advisory Representative to provide other investment advisory products or services. You are under no obligation to purchase products or services recommended by us or our Advisory Representatives.

Certain financial planning and consulting services are not available through all Advisory Representatives. Clients should contact their Advisory Representative for additional information on available services in the financial planning and consulting services offering.

Seminars

Our Advisory Representatives are permitted to hold investment-related seminars and/or educational events for existing clients, prospective clients, and the general investing public. The seminars feature general investment-related advice for educational purposes and can include both securities and non-securities topics. No specific individualized investment advice regarding investment objectives or investment related needs of the attendees, listeners, or audience is rendered during seminars. However, participants are free to schedule meetings with the Advisory Representative(s) in an effort to obtain personalized investment advice.

Retirement Plan Consulting Services

The Firm offers retirement consulting services to employee benefit plans (collectively, "Plans") and their fiduciaries. The services are designed to assist the plan sponsor (the "Company") in meeting its management and fiduciary obligations to the Plan under the Employee Retirement Income Security Act ("ERISA"). Retirement plan consulting services are provided pursuant to a retirement plan consulting services agreement, and will consist of general or specific advice, that includes services other than investment advisory services. The Firm also offers retirement plan consulting services to non-ERISA plans. Retirement plan consulting services include one or more of the following:

1. **Plan Setup**: Your Advisory Representative will assist you with the initial setup of a new Plan on a record-keeping platform.
2. **Plan Conversion**: Your Advisory Representative will assist you with converting a Plan from an existing record-keeping platform to a new record-keeping platform.

3. **Recommend and monitor investment options**: Your Advisory Representative will assist you by periodically reviewing (at least annually) the investment options of the Plan's investment menu and, when warranted, recommend possible change in investment option(s).
4. **Plan Performance Review**: Your Advisory Representative will assist you by conducting a periodic review (at least annually) to assist you with determining whether the terms of the Plan and the design are meeting your needs and those of the Plan's participants.
5. **Benchmarking of the platform, fees and services**: Your Advisory Representative will assist you by periodically reviewing and benchmarking the Plan's fees, services and investments.
6. **Plan Compliance Review**: Your Advisory Representative will conduct a periodic review (at least annually) of specific Plan items as determined by the Plan and advise the Plan whether it is operating in accordance with Plan documents and applicable provisions of ERISA as it relates to the specific items.
7. **Participant Education Services**: Your Advisory Representative will coordinate and/or conduct periodic investment, enrollment and/or retirement education meetings for Plan participants as determined by the Plan.
8. **Self-Directed Brokerage Account ("SDBA") Education**: Your Advisory Representative will, to the extent directed by the Responsible Plan Fiduciary, conduct periodic employee investment education meetings with respect to implementing trades through the SDBA.

There is opportunity for the Company to engage us to provide a review of executive benefits, for separate compensation.

We will determine with the Company in advance the scope of services to be performed and the fees for all requested services. Prior to engaging us to provide consulting services, the Company will be required to enter into a written agreement with us setting forth the terms and conditions of the engagement, describing the scope of the services to be provided, and the relevant fees and fee-paying arrangements. The services outlined above that we provide are explained in more detail in the written agreement. We will also provide additional disclosures about our services and fees, where required by ERISA.

When we perform the agreed upon services, we will not be required to verify the accuracy or consistency of any information received from the Company.

We will serve in a non-discretionary ERISA fiduciary capacity with respect to some but not all of the services that we provide which will be further explained in the written agreement we sign with the Company. The Company is always free to seek independent advice about the appropriateness of any recommendations made by us.

The agreement we sign with the Company includes the disclosures required of Advisory Representative under Section 408(b)(2) of ERISA, in particular, (i) the services to be provided by Advisory Representative, (ii) the extent to which Advisory Representative is acting as a fiduciary, (iii) the compensation to be received by Advisory Representative, and the manner of receipt of that compensation, and (iv) any fees payable on termination of the agreement. Advisory Representative receives no indirect compensation in respect of the services provided pursuant to the agreement. We retain a portion of the compensation described in the agreement for our services in connection with the agreement, the amount of which varies with our arrangement with each Advisory Representative. Pursuant to the agreement, Advisory Representative neither provides recordkeeping services nor makes available any designated investment alternative for the plan nor advises any investment contract, fund or entity in which the plan has a direct equity investment, and no disclosures under Section 408(b)(2) are thus required to be provided in respect of those matters.

The Firm may serve as a "fiduciary" as that term is defined in Section 3(38) of ERISA, also an affiliate such as Ladenburg Thalmann may also act as a 3(38) Investment Manager in our stead.

Our Fiduciary Acknowledgement

When the Firm and your financial professional provide "investment advice" within the meaning of Title 1 of the Employee Retirement Income Security Act and/or the Internal Revenue Code ("Retirement Laws") to you regarding your retirement plan account or individual retirement account ("Retirement Account(s)"), we are fiduciaries under the Retirement Laws with respect to such investment advice. The way we make money creates certain conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under these requirements, when providing certain investment recommendations, we must:

- Meet a professional standard of care (give prudent advice);
- Not put our financial interests ahead of yours;

- Avoid misleading statements about our conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than what is reasonable for our services; and
- Give you basic information about our conflicts of interest.

Rollovers and Transfers from an Employer Sponsored Plan

We may provide (1) general information and education to you about the factors to consider when deciding whether to move retirement assets to the Firm, or (2) a recommendation that you roll or transfer assets out of an employer sponsored plan to the Firm. If we provide you with a recommendation to roll assets out of an employer plan, you understand and agree that our analysis of the costs and services of your retirement plan, as compared to the costs and services the Firm provides, depends on the information you provide to us (or in certain circumstances, information we obtain from third parties about the plan (or similar types of plans)). You are responsible for updating us promptly if your investment objectives, risk tolerance, and financial circumstances change.

Transfer of Individual Retirement Account ("IRA") to IRA

If your financial professional makes a recommendation that you move assets from an IRA at another financial institution to the Firm, he or she is required to consider, based on the information you provide, whether you will be giving up certain investment-related benefits at the other financial institution, such as the effects of breakpoints or rights of accumulation and has determined that the recommendation is in your best interest because (1) greater services and/or other benefits (including asset consolidation and holistic advice and planning) can be achieved with the Firm IRA; and (2) the costs associated with the Firm IRA are justified by these services and benefits.

Limitations to our Acknowledgment of Fiduciary Status

This acknowledgment of status under the Retirement Laws does not create or expand any "fiduciary" relationship, capacity or obligations of the Firm and your financial professional under any federal or state laws, other than the Retirement Laws. There are many communications and recommendations that are not considered to be fiduciary "investment advice" under the Retirement Laws (which are subject to change). For additional information please refer to our Fiduciary Acknowledgement available at osaic.com/disclosures.

Our Material Conflicts of Interest

Our material conflicts of interest are described in this brochure. Investment advisory, financial planning, or retirement service recommendations as described above may pose a conflict between the interests of the Firm and the interests of clients. For example, a recommendation to engage the Firm for investment advisory services or to increase the level of investment assets with the Firm, including through rollovers or other transfers of retirement plan accounts or IRAs, would pose a conflict, as it would increase the advisory fees paid to the Firm.

You are not obligated to implement any recommendations made by the Firm or maintain an ongoing relationship with the Firm. If a client elects to act on any of the recommendations made by the Firm, the client is under no obligation to execute the transaction through the Firm. Certain of our Advisory Representatives, in addition to being investment adviser representatives of the Firm, may also be registered representatives of Osaic Wealth. We encourage you to review the Osaic Wealth, Inc. Broker-Dealer Firm Brochure located at osaic.com/disclosures which describes the material conflicts of interest associated with those brokerage services.

Advisory Services vs. Brokerage Services

In most cases, the total compensation that our Firm receives for providing investment advisory services is more than it receives for providing brokerage services. Also, the advisory fees you would pay to us in an investment advisory account do not decrease even where the level of investment trading activity in your advisory account is low. Both our Firm and our individual Advisory Representatives typically make more money if you choose an advisory account over a brokerage account with the Firm. Thus, we and your Advisory Representative have a financial incentive to encourage you to select an advisory account over a brokerage account with the Firm.

Rollovers and Account Type Changes

Regardless of the investments and services you select, the Firm will make more money if you roll over assets from a retirement plan or IRA for which we do not provide services, to a retirement plan or IRA for which we do provide services, whether the rollover is from (1) a plan to an IRA, (2) an IRA to an IRA, (3) a plan to another plan, or (4) an IRA to a plan (as those terms are described above). As noted above, Advisory Representatives are typically compensated in part based on the total advisory fee and commission revenues they generate for our Firm. Therefore, both our Firm and Advisory Representatives have financial incentives to recommend plan and/or IRA rollovers to plans and IRAs serviced by us. You are under no obligation, contractually or otherwise, to complete the rollover. Furthermore, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by us.

Some of our Advisory Representatives are not licensed to provide brokerage services (i.e., through Osaic Wealth or otherwise) at all. Thus, our Firm and such Advisory Representatives often have additional incentives to recommend that clients roll over or transfer (or otherwise convert) brokerage accounts held at other financial institutions (which may be IRAs, retirement plan accounts or other types of brokerage accounts) to advisory accounts with our Firm.

Other Services

In addition to the retirement plan consulting services referenced above, some clients may be allowed to maintain current retirement plan consulting services that were previously offered. Please refer to the Retirement Plan Consulting Services Agreement for the initial service chosen for your account.

Annuities

We, through our Advisory Representatives, provide advice on the purchase and sale of annuities and provide discretionary or non-discretionary advisory services for asset allocations in annuity subaccounts or crediting strategies. Complete terms and conditions with respect to each annuity will be disclosed in the annuity company's prospectus, other offering documents, and in the annuity contract. Please refer to the annuity's prospectus, other offering documents, and in the annuity contract for additional information and full details related to internal expenses and fees of the annuity.

Alternative Investments and CAIS

The Firm has contracted with CAIS Capital, LLC and Capital Integration Systems LLC (collectively "CAIS") and has granted Advisory Representatives access to the CAIS alternative investment platforms. CAIS and its affiliates conduct the initial and on-going due diligence (investment and operational) on private equity and hedge fund offerings available on their platform. The Firm relies on the due diligence provided by CAIS related to the offerings available on the platform. Only Firm-approved alternative investments are available on the CAIS platform. Our agreement with CAIS provides for a payment to us of up to 10 basis points (.10%) on the sale amount of alternative investment products sold through the CAIS platform to our clients. CAIS also pays a fee to attend our Firm's conferences for our Advisory Representatives. Please note that with privately held alternatives valuations can lag a month or more and are received from the issuers' or offerings' third-party administrator. The fee billing calculation uses this data to calculate the Program Fee (as defined below in Item 5 Fees and Compensation). Please refer to Item 5 Fees and Compensation for additional information on fee calculation.

Donor Advised Funds ("DAFs")

The Firm offers donor-advised-funds ("DAFs"), which are planned investment vehicles that can be sponsored by charitable organizations. In a DAF, you can make an irrevocable gift into an account owned by a charitable organization and can recommend distributions to charities of your choice thereafter. You have the option to request the Firm serve as the investment adviser on the account and pay the Firm an investment advisory fee based on assets in the DAF. In such case, the Advisory Representative has an incentive to advise a client to make a distribution directly to a DAF in lieu of a charity and advise against distributions from the DAF to eligible charities. This activity would reduce the amount of assets managed by the Firm and the Advisory Representative, creating a conflict of interest as these parties' fees are based on a percentage of such assets.

Lending Services

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

The Firm offers you SBLOCs offered through participating third-party banks and our clearing brokers. SBLOCs are loans whereby an investor borrows against the assets in his or her 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 purposes other than 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.

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

Margin Loans

The Firm can arrange for its clearing brokers/custodian for your account to loan you money against the value of certain stocks, bonds and mutual funds that are held in your account at that clearing broker. That borrowed money is called a margin loan and can be used to purchase additional securities. 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, subject to margin calls as discussed below.

Margin loans can be profitable when securities in an account increase in value and the increase in value exceeds the interest you pay on the margin loan. 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 margined securities decline to the point where they no longer meet the minimum equity requirements for the margin loan, there will be a margin call. When this happens, the Firm or its clearing brokers/custodian for your account will ask that more cash or marginable securities be deposited into the account to meet the minimum equity requirement or they may sell securities in the account as needed. Please remember:

- Margin loans increase an account's level of market risk;
- The clearing broker/custodian for your account may initiate the sale of any security in the account without contacting the account owner, to meet the margin call; and
- Account owners are not entitled to an extension of time on a margin call.

Please refer to your margin agreement for additional details regarding your margin loan.

Osaic CapitalHub

The Firm offers a lending services platform, Osaic CapitalHub ("CapitalHub"), through a strategic relationship with Community Capital Technology ("CCT"), a third-party technology provider that operates a digital loan marketplace. CapitalHub is designed to provide the Firm's Advisory Representatives with access to a network of participating lenders, including banks, credit unions, and financial institutions, for the benefit of their clients seeking debt capital. The funding and administration of all loans is undertaken by separate and unaffiliated financial institutions.

Through the CapitalHub platform, Advisory Representatives of the Firm refer clients to CCT, which has formed partnerships with certain loan providers ("Partnered Lenders") to offer loan terms based on information submitted through the platform. All lending terms, underwriting decisions, and loan agreements are solely the responsibility of the Partnered Lender and the Client. For its services and for making the CapitalHub platform available, the Firm is paid a referral fee based on the amount and conditions of loans provided to clients. This fee creates a conflict of interest because the Firm has a financial incentive to promote the use of CapitalHub to Advisory Representatives and to clients. Advisory Representatives do not receive a portion of this referral fee.

In some cases, Advisory Representatives of the Firm are employees of, or provide advisory services on the premises of a Partnered Lender. Osaic maintains networking arrangements with financial institutions, like banks and credit unions, that

allow certain financial institution employees and other Advisory Representatives to offer investment advisory services on the premises of the financial institutions. An Advisory Representative located on the premises of a Partnered Lender has a potential conflict of interest when the Advisory Representative encourages clients to obtain a loan through their employing institution. If your Advisory Representative is an employee of and/or provides services on the premises of a Partnered Lender, the Partnered Lender has a financial incentive for the Advisory Representative to favor loan offers provided by such Partnered Lender.

Clients are under no obligation to use CapitalHub or any of its services and can seek financing options independently from other providers.

Item 5 - Fees and Compensation

Advisory Representative Managed Account Programs

We offer Advisory Representative managed account programs where no separate transaction charges apply, and a single fee is paid for all advisory services and transactions ("Wrap Account" or "Counsel Program"). We also offer Advisory Representative managed account programs with separate advisory fees and transaction charges ("Non-Wrap" or "Ally Program"). As such, in addition to the 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 the market value of the assets held in your account as of the last business day of the preceding calendar quarter or on the average daily value of your account of the preceding quarter. Your account fees are negotiable and will be debited from your account by the custodian. If you terminate your participation in this program, you will be entitled to a pro-rata refund of any prepaid quarterly fees based upon the number of days remaining in the 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).

OAS may "household" for fee calculation purposes only, multiple accounts together within the Agreement at your request. This practice is designed to allow you the benefit of an increased asset total, which could potentially cause the account to be assessed a reduced advisory fee based on the household asset-based fee schedule. OAS treats Accounts under management as part of the same household if client resides at the same address, has the same last name, has the same Social Security Number or per client request and execution of the Household Billing Addendum to the applicable Investment Advisory Agreement. Accounts opened at a later date may be added for householding purposes. You understand that they are responsible for notifying Adviser of which Account(s) you would like to household under this agreement for fee billing purposes.

Ally Account

The Ally Account has no minimum account size and advisory fees are negotiable. Advisory fees are billed monthly or quarterly and you have the option of choosing the billing methodology (flat, linear, or tiered); these elections are made on your advisory agreement. Advisory fees are negotiable, but the maximum annual fee allowed, regardless of account size, is 2.50%.

A flat fee rate is a flat fee percentage applied to all billable assets. When a linear fee rate is selected, the entire household, portfolio or account value is charged at the rate that corresponds to the asset value range in which billable asset values fall. In a tiered fee rate schedule, the household, portfolio or account value is charged the corresponding fee percentage within each range. Please review the applicable client agreement for the availability of each option.

The rates are subject to negotiation between the Advisory Representative and each client. The fee is negotiable based on a variety of factors, such as size and type of account, complexity, range of services utilized, etc.

In addition to the advisory fee, accounts are assessed transaction charges by the chosen custodian. These transaction charges may be higher or lower than transaction charges or commissions clients may pay at other broker-dealers. Transactions may be subject to additional fees charged by the custodian. The chosen custodian will provide full disclosure with respect to its services and related costs.

Counsel Account

The Counsel Wrap Account has no minimum account size and advisory fees are negotiable. Advisory fees are billed monthly or quarterly and you have the option of choosing the billing methodology (flat, linear, or tiered); these elections are made on your advisory agreement. Advisory fees are negotiable, but the maximum annual fee allowed, regardless of account size, is 2.50%.

A flat fee rate is a flat fee percentage applied to all billable assets. When a linear fee rate is selected, the entire household, portfolio or account value is charged at the rate that corresponds to the asset value range in which billable asset values fall. In a tiered fee rate schedule, the household, portfolio or account value is charged the corresponding fee percentage within each range. Please review the applicable client agreement for the availability of each option.

The rates are subject to negotiation between the Advisory Representative and each client. The Wrap Fee is negotiable based on a variety of factors, such as size and type of account, complexity, range of services utilized, etc.

The Counsel Account is a Wrap program under which you pay a single fee that covers the Advisory Representative's advice and the execution of transactions through the custodian. You should understand that the wrap fee may cost the client more than purchasing the program services separately.

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

Third-Party Consulting Services: Partner

The Firm offers you access to multiple third-party managers. Some of these third-party management programs are provided under "wrap fee" arrangements, in which you pay a single fee for advisory and execution services as described above. Some are provided under "non-wrap fee" arrangements where, in addition to the account fee for advisory services, you will also pay separate per-trade transaction charges The fees that you pay in connection with the third-party programs are set forth in the program agreement that you sign. The Partner account may have minimums imposed by Investment Managers ("Managers") participating in the program. The Firm either receives a portion of the fee collected by the third-party program sponsor or it charges a separate fee for its consulting services. The fee is charged and paid as described in the applicable agreement and program brochure. The Advisory Representative on the account receives all, or substantially all, of the fee received by the Firm.

The Firm may "household" for fee calculation purposes only, multiple accounts together within the Agreement at your request. This practice is designed to allow you the benefit of an increased asset total, which could potentially cause the account to be assessed a reduced advisory fee based on the household asset-based fee schedule. The Firm treats Accounts under management as part of the same household if client resides at the same address, has the same last name, has the same Social Security Number or per client request and execution of the Household Billing Addendum to the applicable Investment Advisory Agreement. Accounts opened at a later date may be added for householding purposes. You understand that they are responsible for notifying Adviser of which Account(s) you would like to household under this agreement for fee billing purposes.

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

Plan Participant Retirement Program

Under the Plan Participant Retirement Program, you pay management fees to the Firm 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.

Third-Party Advisory Services

Compensation in connection with Third-Party Advisory Services 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 with us 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 Third-Party Advisory Services custodian where your fees will be assessed and deducted.

Similar investment strategies offered through Third-Party Advisory Services 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 you 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, exchange traded funds and other pooled investment vehicles 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 Third-Party Advisory Services 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.

The Firm maintains certain revenue sharing arrangements with certain Third-Party Advisory Services and product sponsors (please refer to Item 14, Other Compensation).

Financial Planning and Consulting Services

Financial planning and consulting services are charged either on an hourly fee, fixed fee, or a combination thereof, subject to the limits described below and as agreed upon between you and your Advisory Representative. Fees are negotiable and will vary depending upon the complexity of your situation, the scope of services to be provided and the time and expertise required. The exact fees to be charged for the financial plan or consultation will be specifically listed, by the Advisory Representative, in the financial planning or consulting agreement, which is presented to you before the financial planning/consulting process begins. Advisory Representatives can, in their sole discretion and as agreed from time to time with clients, provide financial planning or financial consulting services to clients in connection with other advisory services the client receives at no additional cost. Advisory Representatives may also require clients to enter into a separate agreement with an agreed upon fee for financial planning or financial consulting services.

- Fixed or flat fees for financial planning and consulting services generally range up to $25,000 but can exceed this amount for certain high net worth individuals (defined by the Firm as those with a net worth over $10 million) and based on the nature and complexity of the services to be provided. The fixed fee can be paid up front, in full or through periodic installments as specified in your agreement.

- Hourly fees will generally range from $0 - $750 per hour, not exceeding $25,000, in total fees depending on the nature and complexity of your circumstances. Hourly fees for the financial planning or consulting services will be billed to you after the services are performed and are due upon receipt of the bill.

In some cases, consistent with the Firm's policies, financial planning and consulting fees will exceed the above stated maximums. This can occur for engagements involving high net worth individuals requiring extensive or complex planning or analysis or when otherwise warranted due to the nature and complexity of the services requested. Any such exception will be discussed with you in advance and reflected in your written agreement.

Clients have the option to pay financial planning and consulting fees by check, ACH, credit/debit card payable to the Firm or by debit from certain non-qualified accounts designated by the client as an authorized account owner. Billing frequency will occur on an annual, semi-annual, quarterly, or monthly basis as reflected in your written agreement.

Seminars

Financial Planning Seminars are provided at either no cost or for a fee charged to participants or to a sponsoring entity, such as an employer of seminar attendees. If fees are charged to participants, all fees and payment provisions are fully disclosed prior to the seminar being presented.

Retirement Plan Consulting Services

Each of our Advisory Representatives will determine whether to bill the Company for Retirement Plan Consulting Services at a pre-determined hourly rate, a fixed fee, basis points based upon a percentage of Plan assets, or a combination thereof. Fees will be billed quarterly in advance or in arrears. In special circumstances other fee-paying arrangements can be negotiated. The terms referenced above will be disclosed in the client agreement we sign with the Company.

The client agreement may be terminated by us or the Company at any time upon 30 days' prior written notice. Upon termination, we will deliver a final billing statement for unbilled work performed prior to termination, and the Company will have a period of 30 days within which to deliver payment. If we bill the Company in advance, our fee will be credited back to the Company on a pro-rata basis for the unused portion of the billing period. When we calculate the credit, we will subtract any unbilled work we performed for the Company prior to termination.

Each of our Advisory Representatives negotiates their own fee schedule based on the fee schedules outlined below:

- Fixed Fee: Based on the scope of services agreed upon in engagement, reasonable in light of geographical location, complexity of engagement, size of Plan, and other relevant factors.

  Range: $1,000 - $100,000

- Hourly Fee: Based on estimate of hours needed as provided in engagement (Company must approve in writing hours above original engagement); reasonable in light of geographical location, complexity of engagement, size of Plan, and other relevant factors.

  Range: $50 - $300 per hour

- Basis Points: Based on specific asset levels in a Plan at dates provided in the engagement, fees can range up to 125 basis points (1.25%).

You should refer to your Retirement Plan Consulting Services agreement for more detailed information about advisory fees.

Other Charges and Fees Paid by Clients

Transaction charges have been established to compensate the custodian for its services and reimburse them for expenses in executing transactions in the accounts. The transaction charges are negotiated with our custodians and may be higher than transaction charges or commissions that you might pay if the transactions were executed at another broker-dealer. The Firm does not receive a portion of the transaction fees paid by you. Although transaction charges may be identified as "commissions" on trade confirmations, the Advisory Representative does not receive any portion of these charges. However, in certain wrap fee programs, the Firm has entered into Asset Based Pricing (ABP) arrangements with the custodians Schwab and Fidelity. For wrap accounts only, the custodians apply ABP to holdings in certain transaction fee carrying securities. Other assets, such as cash equivalents, that do not carry a transaction charge do not experience the ABP charge. In wrap accounts, the Firm charges a wrap fee based on all the assets in the account. This practice helps mitigate the conflicts of interest at the time of investment selection, but the firm has a conflict of interest because there is an incentive for the Advisory Representative to use securities or assets on which the custodians do not apply ABP expenses and thereby creating a positive revenue to the firm. To address this conflict, the Firm has policies and procedures in place to monitor whether any program in which client investments or any security (or other investment services through the Firm) is suitable for the client. An arrangement with asset-based fees typically assumes a normal amount of trading activity and under particular circumstances. Prolonged periods of account inactivity result in higher cost than if transaction charges were paid separately by you for each transaction. In negotiating asset-based fees and transaction charges, Advisory Representatives will discuss with you the impact of the size of their account and the likely turnover of the account based on the proposed strategy for their account.

Most Firm Advisory Representatives are also registered broker-dealer representatives of an affiliate, Osaic Wealth. As registered representatives of Osaic Wealth, Osaic Wealth shares a portion of payments received from a mutual fund or in connection with an initial public offering, a secondary offering, and/or a private placement with these Advisory Representatives only when acting as broker-dealer registered representatives. When acting in these separate capacities, these Advisory Representatives also receive compensation, such as 12(b)-1 or services fees, in connection with the sale of funds. Therefore, the Advisory Representative has an incentive to recommend implementing recommendations made through Osaic Wealth. This conflict of interest is heightened when the Advisory Representative recommends securities where Osaic Wealth is a member of the selling syndicate because the Advisory Representative typically receives more compensation in connection with these securities than in connection with other types of securities. You have the option to purchase investment products that the Firm recommends through other investment advisers, brokers or agents that are not affiliated with the Firm or Osaic Wealth. In addition, the Firm has policies and procedures in place to monitor whether any program in which your investments or any security (or other investment services through the Firm) is suitable for you. Similarly, if you decide to implement a portion of the recommendations through a brokerage account at Osaic Wealth, you will pay commissions to Osaic Wealth for the brokerage account and separately, fees to OAS for the advisory account. The fee that you pay to the Firm will not be reduced if fees are paid to Osaic Wealth, or its affiliates, for other services.

In addition to the Program Fee, each mutual fund or ETF in which you may invest also bears its own investment advisory fees and other expenses. The mutual funds available through our programs may be available directly from the funds pursuant to the terms of their prospectuses and without paying the Program fee. Exchange-traded funds are also available outside of our Programs without paying the Program fee, subject to applicable commissions and/or transaction charges. Further, to the extent that cash used for investment comes from redemptions of a client's mutual fund or other investments outside of the Program, there may be tax consequences or additional cost from sales charges previously paid and redemption fees incurred. Such redemption fees would be in addition to the Program fee on those assets. Additional expenses associated with the specific underlying investment funds such as, redemption fees may apply. Certain mutual funds used in the Program may charge a redemption fee if shares are redeemed within a specified period of time. You may incur redemption fees in the event that a sell is executed or model update is implemented. Redemption fees vary by fund and are described in each fund's prospectus.

The advisory fees and transaction charges do 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 and variable annuity contracts. In addition, each mutual fund or third-party money manager charges asset management fees, which are in addition to the advisory fees charged by our firm. Accounts may require a minimum advisory fee or quarterly maintenance fee that will be detailed in the applicable advisory agreement. Please see the section titled Brokerage Practices for additional information.

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.

The Management Fee also does not cover debit balances or related margin interest, "mark-ups" and "mark-downs" or "dealer spreads" that broker-dealers (including broker dealer affiliates) receive when acting as principal in certain transactions, brokerage commission or other charges resulting from transactions not effected through the custodian. The Management Fee also does not cover costs associated with exchanging foreign currencies, odd-lot differentials, IRA fees, transfer taxes, exchange fees, wire transfer fees, extensions, non-sufficient funds, mailgrams, legal transfers, bank wire charges, postage fees or SEC fees or other fees or taxes required by law.

You should also consider the transactions costs and/or tax consequences that might result from rebalancing. Frequent rebalancing may incur additional costs and/or tax consequences versus less rebalancing. Rebalancing involves restoring a client's original asset allocation by shifting funds among investment categories to regain ratios that may have been decided initially upon designing a client's portfolio or decided during the course of their relationship with the Firm.

Advisory Representatives may trade on margin for your accounts, which could result in a high portfolio turnover ratio and higher transaction charges in accounts with such charges. Additionally, the use of margin will also result in interest charges as well as all other fees and expenses associated with the security or account involved. Generally, Advisory fees for Advisory Representative managed accounts with margin are billed on the net equity of the account, which is the value of cash and securities minus the amount of margin debt.

Mutual Fund Share Class Selection

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 mutual fund share classes (typically, Class A, B and C shares), some mutual funds also offer institutional or advisor 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 share 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.

Certain mutual fund share classes are available for purchase or sale without a transaction fee; these mutual funds are typically available in the higher cost share class. Mutual Fund share classes which have a transaction fee are typically available in the lower cost share classes. The decision to use the higher cost share classes versus the lower cost share classes is based on the anticipated level of trading activity in the selected mutual fund. Generally, prolonged holding periods of the higher cost share classes result in higher underlying expenses to the client than if a lower cost share class were chosen with a transaction fee. In discussing with clients which share class is appropriate, our Advisory Representatives will typically discuss the size of the investment in the mutual fund, anticipated number of transactions in the mutual fund, the preference of paying a transaction fee and the likely turnover of the assets in the account based on the proposed strategy for the account. Please contact your Advisory Representative for more information about share class eligibility.

Wrap Accounts

Advisory programs with wrap account pricing, the fee for transactions executed in your account are included in your account fee. As a result, in some cases the fees charged in a wrap account will be higher than that of 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 that are 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 higher overall cost to a client than in a non-wrap, if the wrap account has low trading activity. The Firm has policies and procedures to monitor and reduce the risk of this occurring.

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 your 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 or 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.

You should speak to your Advisory Representative to address any questions that a client or prospective client may have regarding its prospective engagement and the corresponding conflict of interest presented by such engagement.

For additional information please refer to our Fiduciary Acknowledgement available at osaic.com/disclosures.

Annuities

Generally, for billing purposes, annuities held as part of any of the Advisor Managed Portfolios will be linked to an advisory account or another account you hold with the Firm from which advisory fees relating to the annuity will be debited. In certain cases, the annuity company will offer direct billing, where the advisory fees will be debited directly from the annuity contract. For further information on advisory billing on annuities, please contact your Advisory Representative.

Advisory Services to Annuity Sub-Accounts

Your Advisory Representative has the option to utilize the Program tools to manage annuity products ("Program Annuities") that are maintained outside of a standard Program Account. Although the Program Annuities and their respective Sub-Accounts will be represented on various Program reports (i.e., Performance Reporting) the Program Annuities are held directly at the issuing insurance company and not in the Program Account at the Custodian.

Program Annuities are only available to be managed as part of an existing client group, consisting of one or more Program Accounts. Your Advisory Representative has the option to use the various Program tools to manage the Program Annuities Sub-Accounts in accordance with your risk tolerance. Depending on the authority granted by the client, the Advisory Representative may recommend or direct reallocations among available sub-accounts. Such transactions are executed directly through the issuing insurance company rather than the Program.

The Program Annuity Fee is composed of two components, the "Administrative Fee" and the "Advisory Fee." The rates charged for these components are determined based on several factors, including but not limited to the size of your account, services provided, and the Advisory Fee negotiated. The Administrative Fee compensates the Firm for access to the Program platform, reporting, technology, and related administrative services. The Advisory Fee is primarily paid to your Advisory Representative for the provision of their personal advisory services rendered in qualifying you for investment in the Program, as well as for ongoing supervision and portfolio monitoring of Program Investments. The annual Advisory Fee schedule applied to your Program Annuity Fee will not exceed 1.50% of Program Assets for new accounts. Certain legacy accounts or accounts transitioned into the Program may be subject to fee schedules that differ from those applicable to new accounts. As a result, the maximum Program Annuity Fee applicable to such accounts may exceed 1.50%.

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 does the Firm 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

The Firm generally does not impose any requirements for opening or maintaining an account, such as a minimum account size. We will charge a minimum service fee which is the greater of $30 or up to 15 basis points (.15%) annually assessed to the advisor per account. However, certain third-party programs and/or portfolio managers have minimum account size requirements, as set forth in the applicable disclosure brochure.

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 those 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 are 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 TPMM 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.

Your Advisory Representative or a Third-Party Money Manager can engage in a tactical strategy involving active trading. Tactical strategies can be risky, and your portfolio can be more volatile with shorter term fluctuations from more frequent trading. This type of strategy may not be appropriate for clients with a low risk tolerance. You should be prepared for higher volatility and may lose funds when you invest in securities. Active trading can result in tax consequences due to shorter-term purchases and sales. Consult your tax professional for advice. Clients should review a Third-Party Money Manager's disclosure brochure before investing.

Associated Risks

Fundamental Analysis generally relies on, among other things, company earnings, balance sheet variables and management quality which are used to predict the future value of an investment. Data reviewed is generally considered reliable but cannot be guaranteed nor verified for its accuracy. In addition, the data reviewed is sometimes subjective in nature and open to interpretation. Even if the 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.

Technical Analysis is based on statistics to determine trends in security prices and to make 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 strategic long-term investing strategies, the general assumption is that 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, the Firm 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 all inclusive, and is provided as an indication of some of the factors that can impact the value of your investments.

Artificial Intelligence and Machine Learning

Recent technological advances in artificial intelligence, generative artificial intelligence, and machine learning technology (collectively, "Machine Learning Technology") may pose risks to the Firm and its Advisory Representatives. The Firm and its Advisory Representatives could be further exposed to the risks of Machine Learning Technology if third-party service providers or any counterparties, whether or not known to the Firm and its Advisory Representatives, also use Machine Learning Technology in their business activities. The Firm and its Advisory Representatives will not be in a position to control the operations of third-party service providers or counterparties, the manner in which third-party products are developed or maintained or the manner in which third-party services are provided. Machine Learning Technology is generally highly reliant on the collection and analysis of large amounts of data, and it is not possible or practicable to incorporate all relevant data into the model that Machine Learning Technology utilizes to operate. Certain data in such models will inevitably contain a degree of inaccuracy and error, potentially materially so, and could otherwise be inadequate or flawed, which would be likely to degrade the effectiveness of Machine Learning Technology. To the extent that the Firm and its Advisory Representatives are exposed to the risks of Machine Learning Technology, any such inaccuracies or errors could have adverse impacts on the Firm and its Advisory Representatives, as applicable. Machine Learning Technology and its applications, including in the financial services sector, continue to develop rapidly, and it is impossible to predict the future risks that will from time to time arise from such developments.

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 are 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.

Cybersecurity Risk

The Firm's information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by its professionals, power outages and catastrophic events such as fires, tornados, floods, hurricanes and earthquakes. Although the Firm has implemented various measures to protect the confidentiality of its internal data and to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the Firm will likely have to make a significant investment to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the Firm's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to clients. Such a failure could harm the Firm's reputation or subject it or its affiliates to legal claims and otherwise affect their business and financial performance. The Firm will seek to notify affected clients of any known cybersecurity incident that will likely pose substantial risk of exposing confidential personal data about such clients to unintended parties.

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.

Risk of Environmental, Social and Governance Investing ("ESG"), Socially Responsible Investing (SRI) and Other Forms of Sustainable, Responsible, Impact and Religion-based Investing

The risk that another party disagrees on differences in interpretations of what it means for a company to be an environmental and/or social impact investment. There are significant differences in interpretations of what it means for a company to be an environmental and/or social impact investment. There is a risk that issuers self-label an issuance Green (or Social, Sustainable, or any other type of impact-related adjective) without adhering to the Green Bond Principles, Social Bond Principles, Sustainability Bond Guidelines, or other commonly followed market guidance. There exists no binding third-party authority to certify all Green, Social, Sustainable, or other labeled issuance at this time. There is a similar risk when a third-party money manager or a portfolio manager labels their strategy as ESG, SRI or based on religious principles.

ESG and SRI Government Funding/Subsidy Risk

The risk that the success of certain environmental and social impact investments depends on government funding, tax credits, or other public or private sector subsidies, which are not guaranteed over the life of the investment.

ESG/SRI/Impact Investment Return Risk

The risk that environmental and/or social impact investments do not provide as favorable returns or protection of capital as other investments or are more concentrated in certain sectors than investments that do not have the intention of generating measurable social and environmental impact. This could cause ESG securities to generate lower returns than non-ESG securities.

ESG/SRI/Impact Investment Selection Return Risk

The risk that there are lower financial returns as a result of taking into account the potential environmental and/or social impact when making decisions regarding the selection, management and disposal of investments, which means that a portfolio containing only such securities will generate lower returns than a portfolio of securities selected without regard to ESG/SRI/Impact investing criteria.

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.

Hypothetical Performance and Projected Returns Risk

The risk arising from reliance in making an investment decision on performance of a portfolio not necessarily achieved by any particular investor. Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. It is possible that any of those assumptions will prove not to be accurate. In addition, performance of a model portfolio, other portfolios, or a client's advisory account may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements and the projected returns associated with any portfolio may not materialize.

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

This is the risk that an investor would not be able to sell or redeem an investment quickly or would not be able to sell or redeem an investment quickly without significantly affecting the price. Liquidity risk is heightened when markets are distressed. Generally, alternative investments have higher liquidity risk than equities, fixed income securities or mutual funds or ETFs. 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 investment manager will fail to execute its 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.

Margin Risk

Margin trading involves interest charges and risks, including the potential to lose more than deposited or the need to deposit additional collateral in a falling market. A margin transaction occurs when an investor uses borrowed assets by using other securities as collateral to purchase financial instruments. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. To the extent that a client authorizes the use of margin, and margin is thereafter employed by the Firm in the management of a client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to the Firm will generally be increased, unless accounts hold options, in which case the fee may be decreased under certain market conditions. As a result, in addition to understanding and assuming the additional principal risk associated with the use of margin, clients authorizing margin are advised of the potential conflict of interest whereby the client's decision to employ margin will correspondingly increase the advisory fee payable to the Firm.

Non-Diversification Risk

If a strategy is "non-diversified," its investments are not required to meet certain diversification requirements under federal law. A "non-diversified" strategy is permitted to invest a greater percentage of its assets in the securities of a single issuer than a diversified strategy. Thus, the strategy may have fewer holdings than other strategies. As a result, a decline in the value of those investments would cause the strategy's overall value to decline to a greater degree than if the strategy held a more diversified portfolio.

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

Options – 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.

- Major risks: Counterparty, Liquidity, Manager and Market

FLEX Options – These are options issued and guaranteed for settlement by the Options Clearing Corporation (OCC). The options target the over-the-counter (OTC) market of index options and provide customers with more flexibility, allowing users to specify key contract terms, including exercise prices, exercise styles, and expiration dates. FLEX options may be less liquid than standardized options. A significant difference between FLEX options and traditional options is that FLEX options do not have a continuous quote stream. Therefore, the generation of a quote for FLEX options occurs only when a request for quote is made.

- Major risks: Counterparty, Liquidity, Manager and Market

Notes (Including Structured Notes) – 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.
    - **Structured Notes –** These are complex instruments consisting of a bond component and an imbedded derivative. Structured notes that provide for the repayment of principal at maturity are subject to the credit risk of the issuing financial institution. Structured notes that do not offer this protection may cause a client to lose some, or all, of its principal. Depending on the nature of the linked asset or index, the market risk of the structured note may include changes in equity or commodity prices, changes in interest rates or foreign exchange rates, or market volatility. After issuance, structured notes may not be re-sold on a daily basis and

thus may be difficult to value given their complexity. A client's ability to trade or sell structured notes in a secondary market is often very limited and clients should, therefore, be prepared to hold a structured note to its maturity date, or risk selling the note at a discount to its value at the time of sale. Structured notes may have complicated payoff structures that can make it difficult for clients to accurately assess their value, risk and potential for growth through the term of the structured note. Determining the performance of each note can be complex and this calculation can vary significantly from note to note depending on the structure. Notes can be structured in a wide variety of ways. Structured notes expose investors to credit risk: if the structured note issuer defaults on these obligations, investors may lose some, or all, of the principal amount they invested in the structured notes as well as any other payments that may be due on the structured notes. If a structured note has a "call provision" and the issuer "calls" the structured note, investors may not be able to reinvest their money at the same rate of return provided by the structured note that the issuer redeemed.

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

Certificate of Deposit (CD) (including Structured CDs) – This is a fixed-income investment where you (the investor) deposit 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, Market, Reinvestment

Unit Investment Trust (UIT) (including Buffer UITs) – 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) (including Buffer ETFs) – An ETF is a basket of securities that trades on an exchange (open stock market), just like a stock and it often 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 buy or sell 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

- **Fixed Indexed Annuity (FIA) -** This is a type of annuity contract that provides interest rate credits to the annuity contract based on the performance of a specified market index, such as the S&P 500. The contract is generally protected by the issuing insurance company against losses or negative index performance except when withdrawals are taken early in the contract's term. This protection is in exchange for limiting upside opportunity in the crediting rate applied to the contract

    - 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 loses 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 loses 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.

Alternative Investments – Alternative investments include but are not limited to closed-end funds, interval funds, hedge funds, non-traded real estate investment trusts, business development companies, managed futures, private credit, private equity, other limited partnerships. Alternative investments are subject to various risks such as limitations on liquidity, pricing mechanisms, and specific risk factors associated with the particular product, which for products associated with real estate, would include, but not be limited to, and property devaluation based on adverse economic and real estate market

conditions. Alternative investments may not be suitable for all investors. A prospectus that discloses all risks, fees and expenses, and risk factors associated with a particular Alternative Investment may be obtained from your Advisory Representative. Read the applicable prospectus(es) or offering document(s) carefully before investing. Investors considering an investment strategy utilizing alternative investments should understand that alternative investments are generally considered speculative in nature and involve a high degree of risk, particularly if concentrating investments in one or a few alternative investments or within a particular industry.

- Major risks: Potentially greater and substantially different than those associated with traditional equity or fixed income investments. They include but are not limited to: Liquidity, Market, Inflation, Currency, Concentration, Manager, Credit

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

Structured Exchange Traded Products ("S-ETPs") – S-ETPs, also known as hybrid ETPs, Buffered ETPs, Defined Outcome ETPs, or Target-Outcome ETPs are a combination of traditional exchange traded products, which are designed to track the performance of a specific benchmark (specific assets or indices) with predetermined buffer utilizing derivatives. By using a derivatives package of options, the S-ETP issuer constructs a defined outcome profile, including the stated downside protection, while capping the gains. These S-ETPs are designed to cover some losses, but do not guarantee complete protection against loss.

The upside potential of these S-ETPs can vary based on the stated period of time to achieve a specific investment outcome. If the market conditions change, the clients may not have the same level of gains. Even if the underlying benchmark performs well, the returns are capped, limiting the gains on an upward market trend. Purchasing shares at the beginning of the target outcome periods allows for full capitalization of the available downside protection and upside protection. Buying or selling S-ETPs at times other than the intended period of the S-ETPs investment strategy could result in returns that differ from the intended performance outcome.

If the underlying assets are illiquid, it could be difficult to replicate the index. S-ETPs that use derivative instruments, could face counterparty risk if the other party in the transaction fails to fulfill its obligations. Low trade volumes and market volatility could make it harder to buy in and sell out of the positions in the ETP. The reduced liquidity can lead to wider bid-ask spreads becoming more expensive to purchase. Large traders can influence the price when there are low trade volumes and can lead to discrepancies between the ETPs price and its underlying net asset value (NAV).

Structured ETPs, with downside buffers, involve fees and expenses that can impact their overall performance. While the upside cap and buffer are designed to provide specific returns and downside protection, fees can reduce the realized return, including but not limited to trading costs, commissions and other fees.

- Major risks: Inflation Risk, Interest Rate Risk, Liquidity Risk, Manager Risk, Concentration Risk.

Direct Indexing – Direct indexing is a strategy where investors purchase individual stocks within an index, such as the S&P 500. Unlike index funds or ETFs, it allows for greater control and customization. This approach can offer tax advantages and flexibility but also requires ongoing management to maintain alignment with the index's composition. Direct indexing is also used as a way to customize your investments, tailoring your portfolio to include or exclude specific stocks or sectors that reflect your personal values or investment preferences.

Due to the client's ability to customize the holdings, direct indexing will result in performance that is different from the performance of the index that the account is modeled after.

- Major risks: Inflation Risk, Interest Rate Risk, Liquidity Risk, Manager Risk, Concentration Risk, Non-Diversification Risk, Market Risk, Interest Rate Risk, Manager Risk, Horizon Risk, ESG/SRI/Impact Investment Return Risk, Horizon Risk, Financial Risk, ESG/SRI/Impact Investment Selection Return Risk.

Cryptocurrency Exchange Traded Products (ETP) – A Cryptocurrency ETP, which may be structured as an Exchange Traded Fund (ETF) or Exchange Traded Note (ETN) is a basket of cryptocurrency assets that tracks or approximates the

price performance of one or more cryptocurrencies. An ETF trades on an exchange (open stock market). An ETN is a debt instrument that mimics the performance of an ETF but does not actually hold assets for the benefit of the client. Cryptocurrency ETFs and ETNs offer investors exposure to prices of underlying cryptocurrency instruments, without the investor owning the assets directly. All investments in ETPs involve risk of financial loss. This risk may be increased for spot bitcoin ETPs because of the high volatility of those crypto assets (meaning prices can fluctuate widely). Although spot bitcoin ETPs are intended to track the price of those crypto assets, the price of your ETP shares may deviate from the price of the crypto asset. This is due to, among other things, changing investor demand for the shares of the spot bitcoin and either ETP, issues affecting the issuer of the spot ETP shares, or events affecting the crypto asset markets more generally. Spot crypto asset trading platforms are not registered with the SEC, may be acting without compliance with existing regulatory requirements, and may lack the oversight of other intermediaries that are registered. As a result, there is an enhanced potential for fraud and manipulation in the underlying market.

- Major risks: Price volatility, Cryptocurrency custody, Counterparty, Regulatory, Illicit uses, Decentralized network, Potential tracking error, Potential limitations on Liquidity, Manager, Market, (for ETN: Credit risk)

Special note about Cryptocurrency risks: Cryptocurrency is a digital asset. Digital assets include virtual currencies, crypto-currencies, and digital coins and tokens ("Digital Assets"). The investment characteristics of Digital Assets generally differ from those of traditional currencies, commodities or securities. Importantly, Digital Assets are not backed by a central bank or a national, supra-national or quasi-national organization, any hard assets, human capital, or other form of credit. Rather, Digital Assets are market-based: a Digital Asset's value is determined by (and fluctuates often, according to) supply and demand factors, the number of merchants that accept it, and/or the value that various market participants place on it through their mutual agreement, barter or transactions.

- **Price Volatility of Digital Assets –** A principal risk in trading Digital Assets is the rapid fluctuation of market price. High price volatility undermines Digital Assets' role as a medium of exchange as consumers or retailers are much less likely to accept them as a form of payment. The value of client portfolios relates in part to the value of the Digital Assets held in the client portfolio and fluctuations in the price of Digital Assets could adversely affect the value of a client's portfolio. There is no guarantee that a client will be able to achieve a better than average market price for Digital Assets or will purchase Digital Assets at the most favorable price available. The price of Digital Assets achieved by a client may be affected generally by a wide variety of complex and difficult to predict factors such as Digital Asset supply and demand; rewards and transaction fees for the recording of transactions on the blockchain; availability and access to Digital Asset service providers (such as payment processors), exchanges, miners or other Digital Asset users and market participants; perceived or actual Digital Asset network or Digital Asset security vulnerability; inflation levels; fiscal policy; interest rates; and political, natural and economic events.

- **Digital Asset Service Providers –** Several companies and financial institutions provide services related to the buying, selling, payment processing and storing of virtual currency (i.e., banks, accountants, exchanges, digital wallet providers, and payment processors). However, there is no assurance that the virtual currency market, or the service providers necessary to accommodate it, will continue to support Digital Assets, continue in existence or grow. Further, there is no assurance that the availability of and access to virtual currency service providers will not be negatively affected by government regulation or supply and demand of Digital Assets. Accordingly, companies or financial institutions that currently support virtual currency may not do so in the future.

- **Custody of Digital Assets –** Under the Advisers Act, SEC registered investment advisers are required to hold securities with "qualified custodians," among other requirements. Certain Digital Assets may be deemed to be securities. Currently, many of the companies providing Digital Assets custodial services fall outside of the SEC's definition of "qualified custodian", and many long-standing, prominent qualified custodians do not provide custodial services for Digital Assets or otherwise provide such services only with respect to a limited number of actively traded Digital Assets. Accordingly, clients may use non-qualified custodians to hold all or a portion of their Digital Assets.

- **Government Oversight of Digital Assets –** The regulatory schemes—both foreign and domestic—possibly Digital Assets or a Digital Asset network may not be fully developed and subject to change. It is possible that any jurisdiction may, in the near or distant future, adopt laws, regulations, policies or rules directly or indirectly affecting a Digital Asset network, generally, or restricting the right to acquire, own, hold, sell, convert, trade, or use Digital Assets, or to exchange Digital Assets for either fiat currency or other virtual currency. It is also possible that government authorities may take direct or indirect investigative or prosecutorial action related to, among

other things, the use, ownership or transfer of Digital Assets, resulting in a change to its value or to the development of a Digital Asset network.

Hedge Fund – This is a broad alternative investment category of pooled investment vehicles with a variety of strategies. Strategies may include investing in non-traditional asset classes, using leverage, or taking short positions. Hedge funds are not subject to the same regulation as mutual funds and is often limited to institutions or wealthy individuals.

- Major risks: Business, Concentration, Currency, Interest Rates, Liquidity, Manager, 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 that may be limited by volume by the fund at a price based on net asset value.

- Major risks: Credit, Liquidity, Manager, 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, Manager, 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, Manager, Political and Government

Non-Traded Preferred Stock – Preferred stock is a type of hybrid security that has characteristics of both common stock and bonds. Non-traded preferred stock does not trade on a securities exchange and may be illiquid for an extended period of time.

- Major risks: Business, Call, Concentration, Credit, Financial, Inflation, Liquidity

3. Additional Risks of investing in Third-Party Money Managers

Allocations to third-party managers and investors in third-party investment funds (including registered funds and private funds) are subject to the following additional risks:

Third-Party Aggressive Investment Technique Risk – Managers and investment funds may use investment techniques and financial instruments that may be considered aggressive, including but not limited to investments in derivatives, such as futures contracts, options on futures contracts, securities and indices, forward contracts, swap agreements and similar instruments. Such techniques may also include taking short positions or using other techniques that are intended to provide inverse exposure to a particular market or other asset class, as well as leverage, which can expose a client's account to potentially dramatic changes (losses or gains). These techniques may expose a client to potentially dramatic changes (losses) in the value of its allocation to the manager and/or investment fund.

Liquidity and Transferability – Certain investment funds – for example, private funds and interval funds -- offer their investors only limited liquidity and interests are generally not freely transferable. In addition to other liquidity restrictions, investments investment funds may offer liquidity at infrequent times (i.e., monthly, quarterly, annually or less frequently). Accordingly, investors in investment funds should understand that they may not be able to liquidate their investment in the event of an emergency or for any other reason.

Possibility of Fraud and Other Misconduct – When client assets are allocated to a manager or investment funds, the Firm does not have custody of the assets. Therefore, there is the risk that the manager or investment fund or its custodian could divert or abscond with those assets, fail to follow agreed upon investment strategies, provide false reports of operations, or engage in other misconduct. Moreover, there can be no assurances that all managers and investment funds will be operated in accordance with all applicable laws and that assets entrusted to the manager or investment funds will be protected.

Counterparty Risk – The institutions (such as banks) and prime brokers with which a manager or investment fund does business, or to which securities have been entrusted for custodial purposes, could encounter financial difficulties. This could impair the operational capabilities or the capital position of a manager or create unanticipated trading risks.

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.

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

Not applicable. Neither we, nor any of our management personnel have been involved in any disciplinary events that are material to your evaluation of our programs or the integrity of our management.

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 advisers. We identify if any of these relationships or arrangements creates 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

OAS is an indirect wholly-owned subsidiary of Osaic Holdings, Inc., which is indirectly owned primarily by a consortium of investors through investment funds affiliated with Reverence Capital Partners LLC, including RCP Artemis Co-Invest, L.P. and Reverence Capital Partners Olympus CV LP ("RCP CV"). For a list of material direct and indirect investors of RCP CV, please refer to the firm's Form ADV Part 1A, Schedule B.

Other Industry Affiliates

The Firm has the following affiliates, which are wholly-owned subsidiaries of Osaic Holdings, Inc.

Ladenburg Thalmann Asset Management, Inc. Registered Investment Advisor	owned by Osaic Holdings, Inc.
Ladenburg Thalmann & Co., Inc. Broker-Dealer	owned by Osaic Holdings, Inc.
Highland Capital Brokerage Insurance Company	owned by Osaic Holdings, Inc.
Premier Trust, Inc. Trust Company	owned by Osaic Holdings, Inc.
Osaic Institutions Holdings, Inc. Holding Company	owned by Osaic Holdings, Inc.
Osaic Institutions, Inc. Registered Investment Advisor, Broker/Dealer	owned by Osaic Institutions Holdings, Inc.
CW Advisors, Inc. Registered Investment Adviser	owned by Osaic Holdings, Inc.

OAS also has Related Persons who are under common control of Osaic Holdings, Inc. The following chart details the Related Persons, which are wholly owned subsidiaries of Osaic, Inc., which is a wholly owned subsidiary of Osaic Holdings, Inc.

Osaic, Inc. Holding Company	owned by Osaic Holdings, Inc.
Osaic Wealth, Inc. Registered Investment Advisor, Broker/Dealer	owned by Osaic, Inc.
VISION2020 Wealth Management Corp. Registered Investment Advisor	owned by Osaic, Inc.

Broker-Dealer Affiliate

As noted in Item 4, the Firm's affiliate, Osaic Wealth, is registered as a broker-dealer with the SEC, and a member of FINRA, engaged in the offer and sale of securities products.

Most of our Advisory Representatives are associated with Osaic Wealth 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 the Investment Advisor Public Disclosure website at www.adviserinfo.sec.gov for more information on your Advisory Representative's specific licenses or brokercheck.finra.org for registered representatives 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 Osaic Wealth. In that case, your Advisory Representative would receive commissions for those products which will be in addition to advisory fees charged on assets covered by your client's advisory relationship. 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 securities 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 affected 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

Osaic Wealth 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 Osaic Wealth'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 may also be registered with us and/or our broker/dealer affiliates.

Outside Business Activities

Since registered representatives are independent contractors of Osaic Wealth, they have the ability to engage in certain other business activities separate from the activities they conduct through Osaic Wealth. Some of Osaic Wealth's affiliated registered representatives are permitted to be employed by, or own, a financial services business entity, including an investment adviser business, separate from Osaic Wealth. Although this is not considered a conflict of interest, clients should be aware that these situations can exist. Such activities include 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

Some of our business operations involve directing clients to products or services of our Related Persons. In that case we or our Related Persons can receive compensation when doing so which results in a conflict of interest. Except as disclosed below, your Advisory Representative, however, does not receive a portion of the compensation paid to us or our Related Persons and therefore does not have a conflict of interest in recommending the use of one of our affiliated companies. The Firm maintains policies and procedures to ensure recommendations made to you are in your best interest. The Firm or its Advisory Representatives may direct you to the following Related Persons:

- **Premier Trust:** Premier Trust is a Nevada chartered trust company that provides 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 professionals and their clients. Some employees of Highland are also registered with us and/or our broker/dealer affiliates. Advisory Representatives receive indirect compensation in the form of rebated fees when recommending and selling Highland products to you. This is a conflict of interest as Advisory Representatives have an incentive to recommend and sell these products to you.

- **CW Advisors, LLC ("CWA"):** CWA is an SEC registered investment adviser and an affiliate of the Firm. CWA offers personalized investment management services to a variety of clients, including individuals, high net worth individuals and families, trusts, estates, charitable organizations, other investment advisers, private funds, corporations, and other business entities. Advisory Representatives have the option to refer clients to CWA for family office and related advisory services. This referral arrangement creates a conflict of interest because the Firm and Advisory Representatives receive compensation for such referrals, which are based on a percentage of the advisory fees paid by the referred client.

  Clients are under no obligation to engage CWA for advisory services. Any referral made to CWA is based on the Advisory Representative's assessment that CWA's services are appropriate for the client's needs. CWA provides referred clients with its disclosure brochures, which contain additional information regarding its sponsored programs and are available to any client or prospect upon request.

- **Ladenburg Thalmann & Co. Inc. (LTCO):** LTCO, which is a registered broker-dealer and an affiliate of the Firm, as referenced above, is affiliated with Ladenburg Thalmann Index, LLC (LTI), which has a strategic partnership with ALPS Advisors, the investment advisor for the ALPS Electrification Infrastructure ETF (Nasdaq: ELFY). LTI receives direct compensation in the form of a licensing fee based on the total assets under management reported in ELFY. ELFY seeks investment results that correspond (before fees & expenses) generally to the performance of LTI's Ladenburg Thalmann Electrification Infrastructure Index. LTI is a limited liability company whose members are a LLC controlled by Mark McLain, a registered representative of LTCO, and Osaic Holdings Inc. (OHI), the parent company of LTCO and its affiliated firms. Each holds a 50% membership interest in LTI. Through its membership in LTI, OHI receives indirect economic benefit based on ELFY's asset growth.

  This arrangement creates a material conflict of interest for the Firm because the financial arrangements among LTI, OHI, and its affiliated firms create an incentive to recommend ELFY to clients over other investments that may be more suitable or have lower costs. The Firm and its affiliates maintain supervisory procedures designed to identify, disclose, and mitigate such conflicts of interest, including ensuring that any recommendation of ELFY is based on the client's best interest. Additionally, while your Advisory Representative earns advisory fees for Program Investments, including investments in ELFY, Firm waives its administrative fee for all assets specifically invested in ELFY.

- **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; as well as the Total Portfolio Series funds (Collective Investment Trusts) established for retirement plans, however, LTAM utilizes a share class that does not pay a fee to LTAM for management of the Collective Investment Trusts assets. Our Advisory Representatives can recommend clients invest in these funds as well as other Ladenburg portfolios. Transactions within these funds are executed through Ladenburg Thalmann & Co. Inc. (LTCO), which receives no 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 the Firm and our Advisory Representatives receive promoter 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 will also act as an ERISA Section 3(38) investment manager, providing discretionary 3(38) Manager Program Services to retirement plans in partnership with Plan Fiduciaries and/or Sponsors. By entering into these agreements, LTAM assumes full discretionary authority for selecting, monitoring, and managing a diversified suite of investment options for these retirement plans. LTAM and the Firm 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. Advisory Representatives are not acting as a fiduciary for purposes of ERISA when recommending these retirement plans versus the other programs or options.

We offer clients access to professional Third-Party Money Managers that create and implement portfolios with a variety of investment strategies. LTAM is among the Third-Party Money Managers that can be recommended to clients. OAS has a conflict of interest when recommending LTAM to clients. Advisory Representatives receive compensation that varies depending on the TPMMs recommended. OAS earns more total compensation when a client selects LTAM as a Third-Party Money Manager than we would earn if the client selects certain other unaffiliated TPMMs. 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.

Envestnet Asset Management Inc. ("Envestnet")

Reverence Capital Partners manages the private investment funds that indirectly own a majority of Osaic Holdings, Inc., which in turn owns the Firm, as well as private investment funds that hold a minority investment in Envestnet Asset Management, Inc. ("Envestnet"). In addition, select management and Advisory Representatives own less than 0.5%, indirectly through a Reverence Capital Partners-controlled entity, in Envestnet. As a result, the Firm and Advisory Representatives in particular, have an incentive to offer and recommend to you programs that use Envestnet's services (for additional information, please refer to the description of the Vision2020 Wealth Management Platform below). The Firm has procedures designed to mitigate this conflict.

CAIS Alternative Investments Platform

As described in the table above, the Firm is a subsidiary of Osaic Holdings, Inc., which is ultimately owned by a number of private investment funds organized and sponsored by Reverence Capital Partners. In addition to its ownership of Osaic Holdings, Inc., private investment funds organized and sponsored by Reverence Capital Partners, directly or indirectly, own (whether through majority or minority interest) other investment advisers and securities and financial services firms. One of such firms is Capital Integration Systems LLC ("CAIS"), which, as disclosed in Item 4, together with its affiliates provides the alternative investments platform to the Firm's clients. CAIS also makes available certain private investment funds organized and sponsored by Reverence Capital Partners on the CAIS platform. When such funds are held in the Firm's advisory accounts, as with any funds held in the Firm's advisory accounts, the Firm earns advisory fees on those assets. The ownership of CAIS entitles Reverence Capital Partners to appoint a member to the board of directors of CAIS and certain committees thereof and otherwise grants Reverence Capital Partners certain consent and veto rights over actions taken by CAIS and its affiliates.

In addition, as disclosed in Item 4 above, our agreement with CAIS provides for a payment to us of up to 10 basis points (0.10%) on the sale amount of certain alternative investment products sold through the CAIS platform. The Firm therefore has an incentive to recommend certain alternative investments on the CAIS platform arising from this additional compensation, which is a conflict of interest. However, your Advisory Representative does not receive any portion of this compensation. Further, Reverence-sponsored funds are excluded from any additional platform compensation received from CAIS.

Because of Reverence's ownership interest in the Firm and CAIS, and the Firm's platform arrangement with CAIS, we may have an indirect incentive, or the appearance of an incentive, to recommend investment in Reverence-sponsored funds made available on the CAIS platform. The Firm maintains policies and procedures designed to ensure recommendations of products and funds are in the client's best interest and made with consideration of various factors, including but not limited to, the client's investment objectives and financial circumstances. Further, Reverence-sponsored funds do not generate more advisory fee compensation for your Advisory Representative than other investment products and do not generate any additional platform compensation from CAIS.

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 principle that investment adviser personnel should not take inappropriate advantage of their positions;
- 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. Please refer to our Code of Ethics in its entirety located at osaic.com/disclosures.

It is the Firm'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 or exceptions are made, 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.

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 Osaic Wealth, Inc. 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.

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.

Item 12 - Brokerage Practices

Advisory Representative Managed Account Programs

The Firm is a multi-custodial investment adviser, which means the Firm has relationships with various custodians which also act as broker-dealers and custody client funds and securities. Currently, the Firm utilizes Fidelity and Schwab. Generally, each Advisory Representative chooses to use one of the custodians exclusively to execute transactions and custody client funds and securities. The Firm does not require Advisory Representatives to utilize a particular custodian over another that OAS currently offers. Our Advisory Representatives receive indirect compensation from the Firm for certain level of assets with Custodians. Thus, they are incentivized to recommend these Custodians to you over other options.

A number of factors affect custodial choice and in seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, safety of customer funds, execution capability, commission rates and responsiveness. Accordingly, although the Firm will seek competitive rates, to the benefit of all clients, it will not necessarily obtain the lowest possible commission rates for specific client account transactions. In recommending broker-dealers for custodial services, the Firm considers the following:

- Quality of overall execution services provided
- Promptness of execution
- Creditworthiness, financial condition, and business reputation
- Research (if any) provided
- Promptness and accuracy of reports on execution
- Ability and willingness to correct errors
- Ability to access various market centers
- The Custodian's facilities, technology & technology integrations
- Commission or transaction charged to clients
- Execution capabilities and operational efficiencies
- Product specialty and availability (types of securities)
- Banking, charitable & trust services offered

The benefits received by the Firm or its personnel through participation in programs available at Fidelity or Schwab ("Custodians") do not depend on the amount of brokerage transactions directed to the Custodians. You should be aware, however, that the receipt of economic benefits by the Firm or its related persons in and of itself creates a potential conflict of interest and may influence OAS' choice of custodian for custody and brokerage services. The Firm receives no products, research, or services in connection with client securities transactions (i.e., soft dollars or soft dollar benefits) that it would consider a primary factor in utilizing a particular broker-dealer. However, under its custodian agreements, the Firm receives certain services and products, such as fundamental research reports, technical and portfolio analyses, pricing services, access to a trading desk, access to block trading, economic forecasting and general market information, historical database information and computer software that assists OAS' Advisory Representatives in their investment management process.

Custodians may refer financial professionals to the Firm, and these professionals may become Advisory Representatives of our firm. These referrals from our Custodians raise potential conflicts of interest. Custodians will most likely refer potential Advisory Representatives to the Firm when we encourage those Advisory Representative's clients to custody their assets at the referring firm and whose client accounts are profitable to the Custodians. Consequently, in order to obtain referrals, the Firm has an incentive to recommend to clients that the assets under management by the Firm be held in custody with the referring firm and to place transactions for client accounts with that same Custodian. The Firm does not pay referral fees to Custodians for providing the Firm with potential Advisory Representative referrals. This arrangement does not diminish our duty to seek best execution of trades or our duty as a fiduciary to act in the client's best interest.

Fidelity provides the Firm with technology platforms or other software to access Fidelity's brokerage system. These systems aid the Firm in providing services to its clients, and their accounts, which includes software that makes available client's account data, facilitates trade execution, allocates aggregated trade orders, facilitates payment of fees from client accounts, and assists with back-office functions, such as recordkeeping and client reporting. Fidelity may also assist the Firm with Advisory Representatives joining the Fidelity platform, and in some cases, pay account transfer fees or other charges the client may have to pay when changing custodians or service providers. The agreement for services described above may be better or worse than the terms offered to other advisors and may depend on the type or amount of business the Firm and its client conduct with Fidelity. Other factors may be considered as well, including the amount of assets in accounts with Fidelity within a certain timeframe. Our Advisory Representatives are motivated by these factors when recommending Fidelity accounts to clients. The Firm will establish pricing on commissions, account transactions, and other service fees for accounts in which Fidelity is the custodian. This pricing will be agreed upon based on the current and expected type and amount of business OAS plans to do with Fidelity.

Schwab provides the Firm with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least $10 million of the advisor's clients' assets are maintained in accounts at Schwab Advisor Services. Schwab's services include brokerage services that are related to the execution of securities

transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

The Firm serves on the Schwab Advisor Services Technology, Operations and Service Advisory Board (the "TOS Advisory Board"). As described above, Firm Advisory Representatives can establish brokerage accounts with Charles Schwab & Co., Inc. ("Schwab") to maintain custody of the clients' assets and effect trades for their accounts. The TOS Advisory Board consists of representatives of independent investment advisory firms who have been invited by Schwab management to participate in meetings and discussions of Schwab Advisor Services' services for independent investment advisory firms and their clients. TOS Advisory Board members are not compensated by Schwab for their service, but Schwab does pay for or reimburse TOS Advisory Board members' travel, lodging, meals and other incidental expenses incurred in attending Board meetings. Any benefits received by the Firm or its personnel by serving on the TOS Advisory Board do not depend on the amount of brokerage transactions directed to Schwab.

The Custodians also sponsor and make available to the Firm other products and services that benefit the Firm but may not benefit all of its clients' accounts. These benefits may include national, regional or the Firm specific educational events, conferences or meetings relating to the programs or advisor custody and brokerage services generally. Other potential benefits include occasional business entertainment of personnel of the Firm by the Custodians' personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which accompany educational opportunities. Some of these products and services assist the Firm in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of the Firm's fees from its clients' accounts, access to mutual funds with no transaction fees and to certain institutional money managers; and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services are used to service all or some substantial number of OAS' accounts, including accounts not maintained at Schwab or Fidelity. Certain Custodians also make available to the Firm other services intended to help OAS manage and further develop its business enterprise. These services include professional compliance, legal and business consulting, publications, conferences, roundtables and webinars on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, the Custodians make available, arrange and/or pay vendors for these types of services rendered to the Firm by independent third-parties. The Custodians may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to the Firm.

Trading Practices

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.

When possible, the Firm and your Advisory Representative can aggregate client transactions to improve the quality of execution. Mutual funds held in client accounts do not lend themselves to aggregate or block trades. To the extent other securities are purchased that do lend themselves to aggregating or block trading (e.g., stocks or exchange traded funds), the Firm and your Advisory Representative can aggregate client transactions. The Firm and our Advisory Representatives allocate trades to advisory clients in a fair and equitable manner that is applied consistently. When trades are not aggregated, clients may not enjoy the effects of lower transaction per share costs that often occur as a result of aggregating trades. As a result, you can pay a higher transaction cost than could be received elsewhere. Partial fills will be allocated in a way that does not consistently advantage or disadvantage particular client accounts and are generally filled pro-rata among participating accounts.

The aggregation and allocation practices of mutual funds and Third-Party Money Managers that we recommend to you are disclosed in the respective mutual fund prospectuses and Third-Party Money Manager disclosure documents which will be provided to you.

Fixed Income

In addition, OAS may execute fixed income trades through Advisors Asset Management. A Firm's Advisory Representative may choose to execute through Advisors Asset Management due to their access to the bond markets, trading support services, and the ability to view competitive offerings. The Firm does not receive referrals, products, research or services (i.e., soft dollars) in connection with this relationship. However, Osaic Wealth receives payments from Advisors Asset Management for having directed a volume of transactions to them for execution of orders for client accounts, which may include advisory accounts. This compensation does not affect the price that clients pay for securities or the transaction charges they pay. More information about these payments is available upon request.

Osaic Wealth or Ladenburg Thalmann & Co, Inc. an affiliate of the Firm, may act as broker-dealer for accounts in these programs for certain syndicate securities. Thus, by recommending one of these securities, the Advisory Representative is recommending Osaic Wealth or LTCO as broker-dealer. The transaction charges paid in connection with these programs may be more or less than the client would pay for transactions through other broker-dealers. However, these transaction charges are determined taking into account the advisory services provided by the Firm.

Directed Brokerage

Directed brokerage occurs when an investment adviser complies with the client's request to use a designated broker or custodian. The Firm requires that clients establish brokerage accounts with certain registered broker-dealers ("Custodians"). Currently, the Firm utilizes Fidelity or Schwab to maintain custody of clients' assets and to effect trades for their accounts. The Firm is independently owned and operated and not affiliated with these Custodians. The final decision to custody assets with the Custodians listed above is made by the Client in the applicable program agreement, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. The Firms client accounts maintained at the Custodians generally do not charge separately for custody services but are compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through the Custodians or that settle into their accounts. Because the Firm may pay the execution costs in certain programs associated with securities transactions, there is a disincentive to trade securities above a certain threshold. The Firm does not receive any portion of the commission or fees from the Custodians.

The practice of directing brokerage is not required by all advisers and we may be unable to achieve the most favorable execution of client transactions at all times. This practice may cost clients more money, however as a fiduciary, the Firm endeavors to act in its clients' best interests. The Firm's recommendation/requirement that clients maintain their assets in accounts at the Custodians may be based in part on the benefit to the Firm or the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by the Custodians, which creates a conflict of interest. Clients are able to direct brokerage transactions to a third party for certain types of securities. Directing brokerage may cost clients more money because, as an example, we will not be able to aggregate orders to reduce transaction costs, or the client may receive less favorable prices.

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 any 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 account statements from the custodian. 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.

Item 14 - Client Referrals and Other Compensation

Client Referrals

From time to time, the Firm and/or its Advisory Representatives enter into promoter arrangements with clients, third parties or other financial intermediaries for lead generation, client referrals or solicitation for program accounts. A promoter (including solicitors) is any person providing a testimonial or endorsement. Promoter arrangements are conducted in accordance with the SEC's "Marketing Rule" (Rule 206(4)-1). The Marketing Rule covers both cash and non-cash compensation paid to promoters. This includes advisory fees based on a percentage of assets under management or amounts invested, flat fees, hourly fees, reduced advisory fees, fee waivers, cash sales awards and any other methods of cash compensation. Due to the promoter's arrangement with the Firm, a promoter is not compensated for referring a client who opens a brokerage account rather than an advisory account, and as a result encourages the client to open an advisory account instead of a brokerage account. Promoter arrangements give rise to material conflicts of interest because the referring party has a financial incentive to introduce new investment advisory clients to the Firm and its Advisory Representatives. Clients who are introduced to the Firm and its Advisory Representative through a promoter arrangement receive specific disclosures at the time of the introduction. If you receive such disclosures, you should review them carefully to understand the details of the Firm's arrangements with the person introducing you to the Firm. The Firm's participation in these referral arrangements does not diminish its fiduciary obligations to its clients.

Other Compensation

As previously described in Item 4, Osaic Wealth, Osaic, Inc. and the Firm are subsidiaries of Osaic Holdings, Inc where Osaic Wealth is a broker dealer and the Firm is a Registered Investment Adviser. Osaic Wealth and the Firm 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 the Firm, Osaic Wealth, Osaic, Inc. 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.

The Firm's Advisory Representatives are compensated through varying structures depending on their relationship with the Firm. Most Advisory Representatives operate as independent contractors and are compensated based on a percentage of the advisory fee revenue attributable to the client accounts they service. This compensation is paid by the Firm directly from the advisory fees collected from clients.

A smaller group of Advisory Representatives are employees of the Firm or an affiliated entity ("Employee Representatives"). Compensation for Employee Representatives varies by individual agreement and can include a fixed salary or a minimum salary combined with a production-based bonus or revenue-sharing component. In some cases, Employee Representatives receive the greater of their minimum salary or their earned share of advisory fee revenue.

Because Advisory Representatives generally receive compensation tied to the amount of advisory fees generated, they have a financial incentive to recommend advisory services, investment strategies, or account types that increase assets under management or advisory fees paid by clients.

In some cases, we pay a portion of an Advisory Representative's compensation to an Advisory Representative's designated supervisor(s). This creates a conflict of interest because the compensation affects the designated supervisor's ability to provide objective supervision of the Advisory Representative. The Firm mitigates this conflict through policies, procedures and its governance structure. The Firm and our designated supervisors have an obligation to supervise Advisory Representatives and may decide to terminate an Advisory Representative's association with the Firm based on performance, a disciplinary event, or other factors. The amount of assets serviced or revenue generated by an Advisory Representative creates a conflict of interest when considering whether to terminate an Advisory Representative.

The Firm maintains 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

The Firm offers additional educational, training, marketing and home office support services and events 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

The Firm provides 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 own equity in or are offered the opportunity to invest in AG Artemis Holdings, L.P, the parent entity of the Firm. An Advisory Representative who owns equity in AG Artemis Holdings has a financial interest in the success and profitability of the Firm and its affiliates, which creates a conflict of interest because it gives the Advisory Representative an incentive to recommend programs, products, and services that generate greater revenue for the Firm and its affiliates. The Firm addresses this conflict through policies, procedures, and supervisory controls designed to require that advisory recommendations are made in each client's best interest and are based on the client's investment objectives, financial circumstances, and needs.

Loans

The Firm provides 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 the Firm 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. Please note the forgivable notes referenced in the section above on Advisor Appreciation Programs.

Indirect Compensation and Revenue Sharing

Strategic Partners

In addition to commissions or asset-based fees, the Firm, Osaic Wealth and/or Osaic, Inc. receives compensation ("revenue sharing payments") from the below categories:

- *Packaged Products:* certain mutual funds, exchange traded funds (ETFs), variable insurance products, fixed insurance products, direct participation programs, alternative investments, and unit investment trusts (UITs), and structured products.
- *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, as an annual percentage of the amount of assets held by customers, or as a percentage of annual new sales, or as a combination. Strategic Partners pay the Firm, Osaic Wealth and/or Osaic, Inc. 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 Osaic Wealth/the Firm than you would pay to purchase those products through another broker-dealer or RIA. Additionally, revenue-sharing payments received by the Firm, Osaic Wealth and/or Osaic, Inc. are not paid to or directed to your Advisory Representative. Nevertheless, a conflict of interest exists, in that the Firm, Osaic Wealth and/or Osaic, Inc. 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 the Firm and Osaic Wealth on its website on a regular basis. For additional information, including specifics on the revenue share amounts, please refer to our Indirect Compensation Disclosure located at osaic.com/disclosures.

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

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.

Item 15 - Custody

The Firm is deemed to have custody of client funds and securities under Rule 206(4)-2 of the Investment Advisors Act of 1940 due to our advisory agreements and certain custodial agreements authorizes us to deduct advisory fees directly from client accounts and to instruct the qualified custodian to disburse client funds or transfer client securities in accordance with client instructions. Although we do not hold physical custody of client assets, this authority results in the Firm being deemed to have custody.

Client assets are maintained with a qualified custodian in the client's name. The qualified custodian sends account statements directly to clients at least quarterly. Clients are encouraged to carefully review the statements received from the qualified custodian and compare to any reports the Firm provides.

In accordance with applicable regulatory requirements, the Firm undergoes an annual surprise examination by an independent public accountant to verify client funds and securities.

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. 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.

Investment advisory services are offered through Osaic Advisory Services, LLC, registered investment adviser. Osaic Advisory Services, LLC is separately owned and other entities and/or marketing names, products or services referenced here are independent of Osaic Advisory Services, LLC.

© Osaic Advisory Services, LLC • 2300 Windy Ridge Parkway, Suite 750 • Atlanta, GA 30339 • 678-387-3088 • osaic.com/advisoryservices