

Client Retains for Their Records

Osaic FA, Inc. (“OFA”) and Osaic FS, Inc. (“OFS”) are broker-dealers, registered investment advisers, and insurance agencies and believe in providing disclosure to our valued clients. OFA and OFS are affiliates of Osaic Holdings, Inc. (“Osaic”), which is a diverse family of companies that offers a broad range of financial services. Our goal is to provide you with information about our policies and practices to ensure that you are comfortable in trusting your financial needs with our firm(s). Information on our policies regarding privacy and business continuity are included below. In addition, information and other disclosures are provided for your convenience to assist you in making informed investment decisions. The disclosures provided are not exhaustive and each investor should consider their own unique circumstances and needs before investing in any security. For further information, fee schedules, order-routing information or other questions, please contact OFA at <https://osaic.com/fa>, OFS at <https://osaic.com/fs>, or call 1-800-237-3813.

Privacy Practices Notice

OFA and OFS are committed to protecting your privacy and have adopted a detailed Privacy Practices Notice that describes the information that we may collect from you, how we use that information, how we share your personal information, how we secure your personal information, your rights regarding your personal information, and other important matters. The Osaic Privacy Practices Notice is available at www.osaic.com/disclosures/privacy-policy and we encourage you to review it in detail and address any questions you may have with your OFA or OFS financial professional.

Your Relationship

- Your financial professional is engaged in the sale of securities products as a registered representative of OFA or OFS, as applicable (your “broker-dealer”).
- You have appointed your broker-dealer as your agent for the purpose of buying and selling securities at your direction or at the direction of a properly authorized representative. As your agent, your broker-dealer is authorized to open or close accounts at your direction, place and withdraw orders at your direction, and take such steps as are reasonable to carry out such directions.
- Your broker-dealer will recognize only those securities transactions which are executed with its knowledge, control and consent and which are duly reflected on its books and records as broker-dealer related transactions.
- Your broker-dealer shall have the sole discretion to accept your securities orders. Your broker-dealer reserves the right to require a deposit before accepting such security. Your broker-dealer will automatically reject any investment which is not deemed a security or is labeled a non-security.
- If in the normal course of business your securities account becomes overdrawn, you authorize your broker-dealer to take whatever action it deems necessary in order to restore the account to a whole position.
- OFA and OFS are introducing broker-dealers. They do not hold custody of your securities or cash. Your securities and cash are either held by a third-party product issuer, third-party investment advisory firm, or fully disclosed clearing firm. We reserve the right to change clearing firms in the future and will give you appropriate notification and the opportunity to opt out should we change clearing firms. Should you opt out, you will most likely need to find a new introducing broker-dealer.

Services Offered by Your Financial Professional

- Your financial professional has been engaged by OFA or OFS solely to make offers and recommendations to buy or sell approved securities and provide other investment advisory services, if applicable, and as further detailed and explained in your applicable client services agreement, account opening documentation and other client disclosure documents, and your financial professional has no express, implied or apparent authority to contract otherwise on behalf of OFA or OFS.
- Your financial professional will only be empowered to place an order for your account upon your prior direction or authorization, or that of your authorized delegate. Orders inconsistent with the individual financial, investment objective, and risk exposure information on your Client Profile Form will be deemed to be an automatic amendment of such information.
- Your financial professional may offer non-securities products and services outside the scope of his or her registration and control by your broker-dealer. If you chose to engage your financial professional as your agent for the provision of such products and services, you shall hold your broker-dealer harmless from any losses which you may incur in connection with such non-securities products and services.
- Your financial professional is licensed to recommend and sell securities and/or insurance products on a commission basis. However, in order to effect proper due diligence and suitability in determining whether or not such product sales are warranted, he or she may provide such “financial planning” related services incidental to his or her role as your financial professional. Such services typically involve advising you and your family regarding the management of your financial resources based upon an analysis of your needs. Your financial professional may review your present and anticipated assets and liabilities, including insurance, savings, and investments, as well as your anticipated retirement or other employee benefits.
- Separate fee-based financial planning and investment advisory services may be offered by your financial professional pursuant to the registration and disclosure requirements of the Investment Advisers Act of 1940.
- Should your financial professional cease to be affiliated with your broker-dealer, fee-based accounts managed by your financial professional, if any, will no longer be actively managed. Said accounts may revert to a transaction-based arrangement.

Business Continuity Planning

Osaic headquartered in Scottsdale, AZ is the parent company of, among others, OFA and OFS. OFA and OFS are committed to safeguarding the interests of their respective clients and customers in the event of an emergency or significant business disruption ("SBD"). With the support of Osaic Enterprise Risk Management, OFA and OFS will leverage Osaic's broad business continuity strategy, which is designed to maximize operational resilience and enable OFA and OFS to meet their obligations in the event of an emergency or SBD by safeguarding employees and property, making a financial and operational assessment, recovering and resuming operations, protecting OFA's and OFS's books and records, and allowing customers to conduct business. A summary of Osaic's Business Continuity Plan is available at <https://assets.osaic.com/m/5d9ee701d7ae31f8/original/Business-Continuity-Plan.pdf>.

You are encouraged to thoroughly review Osaic's Business Continuity Plan and direct any questions that you may have to your OFA or OFS financial professional. In the event that you are unable to contact your OFA or OFS financial professional during an emergency or SBD, please contact OFA or OFS by telephone at 1-800-237-3813, or visit OFA or OFS online at <https://osaic.com/fa> or <https://osaic.com/fs>, respectively. If you are unable to contact OFA or OFS during an emergency or SBD, and your account is carried by National Financial Services LLC ("NFS"), please contact NFS by telephone at 1-800-801-9942.

Unauthorized Prohibited Acts

You must take responsibility in preventing unauthorized acts within your control by adhering to all of the following:

- Never make payment payable to your financial professional.
- Pay for all security purchases by utilizing a traceable instrument (i.e., personal check or fed funds wire).
- Do not loan to your financial professional or borrow from your financial professional monies or securities and specifically do not authorize or permit your financial professional to act as a personal custodian of your securities, stock powers, monies or any other personal or real property in which you may have an interest.
- Do not accept a commission rebate or any other inducement with respect to your purchase or sale of securities.
- Do not enter into an understanding whereby you agree to buy or sell securities to your financial professional.
- Do not agree to enter into any other business relationship with your financial professional, including, but not limited to, helping to capitalize or finance any business of your financial professional.

Investment Risk Disclosure

- A. You understand that your investments may be subject to one or a combination of the following risks:
1. **MARKET RISK** – Your investments' principal value may fluctuate from day to day, as influenced by US or global economic, political and/or social events, or just a change in market psychology. Such reaction may be short term and therefore not indicative of your investments' long-term value.
 2. **COMPANY RISK** – The value of each company's stock is affected by current expectations for that company or its industry sector, as well as general market risk.
 3. **INTEREST RATE RISK** – Stock and bond values tend to move opposite to interest rates. Short-term bond investments are generally less impacted by interest rate movements than long-term bond investments.
 4. **CREDIT RISK** – Common to bonds, the lower the credit worthiness of your investment, the higher its yield/risk in comparison to investments with a higher credit rating.
 5. **INFLATION** – Investments which guarantee the return of principal cannot guarantee that their yield will be greater than the prevailing rate of inflation. Inflation, in turn, represents the increasing cost of living as measured on a year to year basis.
- B. You further understand that time and diversification can help to manage the aforementioned investment risks by allowing a well-diversified portfolio the time frame needed to realize non-guaranteed, but historical norms.
- C. Risk tolerance is a subjective measure, specific to each client's situation, investment and investment objectives. You have chosen to work with your financial professional using products whose price fluctuation is consistent with your investment time frame and risk tolerance (i.e., the longer your investment time frame, the greater volatility you will have chosen to assume).
- D. Therefore, you represent that you are willing to assume these risks, as evidenced by your decision to open a securities account, and that you are in fact financially able to bear these risks. You also understand that you have an affirmative obligation to notify your broker-dealer in writing should your financial condition materially change, or should your objectives become more conservative from what is shown in your Client Profile Form on file.
- E. You must demand and obtain from your financial professional the current prospectus or other offering document, which fully describes the investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable annuity, variable life insurance policy, unit investment trust or any new issue.
- F. When purchasing an interest in a partnership or mutual fund, it is normally advisable to take advantage of any quantity discount privileges (breakpoints) as discussed in the applicable prospectus or other offering document, although doing so may limit your diversification.
- G. It may not be advisable for you to exchange from one variable product or mutual fund to another, especially where it may result in an additional up-front or contingent sales charge for such transfer of assets, unless there exists a reasonable basis for such switch.

Sales Charges

- A. All individual stock/bond transactions in brokerage accounts are effected on a markup/markdown or agency commission compensation basis.
- B. Mutual fund shares are typically offered with various pricing structures. These different types of shares are divided into “classes,” and each of these share classes has unique features and expenses. The following information is a general discussion of the features of common share classes; however, specific details vary from product to product. Please consult the product prospectus for additional information on charges and expenses, as well as any additional share classes that may be available.

Class A Shares

These shares typically charge a “front-end” sales charge. When you purchase a mutual fund with a front-end sales charge, a portion of the dollars you pay are not invested but retained by the mutual fund to cover certain distribution and commission expenses. Class A shares may impose an asset-based charge, which is generally lower than the asset-based charges imposed by other mutual funds classes. A Class A mutual fund may offer you a discount on the front-end sales charge if you: make a large purchase, already hold mutual funds offered by the same fund family (rights of accumulation), or if you commit to regularly purchasing the mutual fund’s shares (letter of intent).

Class C Shares

These shares usually do not impose a front-end sales charge on purchase, so the full dollar amount you pay is immediately invested. Class C shares often impose a charge if you sell your shares within a short time of purchase, usually one year. Class C shares typically impose higher asset-based sales charges than Class A shares, and since they generally do not convert into Class A shares, their asset-based sales charge will not be reduced. Class C shares do not impose a sales charge at the time of purchase, but may impose a CDSC or other redemption fees. In most cases, the expense ratio (including 12b-1 fees) is higher than Class A shares and Class B shares if you hold the shares for a long time.

- C. Variable Annuity Pricing Structure

Class A Shares

If you purchase a Class A share annuity, you generally will pay a front-end sales charge when you purchase the contract; however, there will generally be no surrender charge when you terminate the contract. The amount of the front-end sales charge for Class A shares generally declines when the invested amount reaches or exceeds pre-determined breakpoint levels (e.g., \$50,000, \$250,000, etc.). Mortality and expense (“M&E”) charges and associated fees are typically lower than other share classes.

Class B Shares

If you purchase a Class B share annuity, you will not pay a front-end sales charge in most cases. However, you will be required to pay what is known as a contingent-deferred sales charge (also known as a “surrender charge”) if you make a partial or full surrender of the annuity within the surrender period. The product prospectus will identify the terms of the surrender schedule, but generally the surrender period averages 6-8 years, with the surrender charge initially ranging from 5%-7% of the annuity’s value. The surrender charge typically decreases each contract year until it reaches zero at the end of the surrender period.

Class C Shares

Class C share annuities generally do not carry surrender charges. However, because of their added liquidity, these annuities will typically carry higher M&E charges and associated fees. Class C share annuities may be best suited for investors who are willing to pay higher fees in exchange for greater flexibility in their annuity investment.

Class L Shares

Class L share annuities are similar to Class B share annuities in that they carry a surrender charge for early withdrawals. However, Class L share annuities have a much shorter surrender period than Class B share annuities (i.e., generally 3 to 4 years); however, they typically carry higher charges and fees.

Fee-Based Class – Fee-based annuities generally do not carry surrender charges and have reduced M&E charges and associated fees. Although these annuities have greater liquidity and lower ongoing fees, they are generally tied to a related investment advisory account which is billed on a periodic schedule for the ongoing advice being provided by your financial professional. Fee-based annuities are best suited for investors who desire ongoing advice with respect to their annuity and the underlying investments.

Bonus Class

Bonus class annuities generally provide investors with a credit to their account, typically a percentage of the amount invested. Many bonus class annuities are offered without any sales charges on the initial investment. However, bonus class annuities usually carry higher ongoing fees and expenses and longer surrender periods. If the annuity is held for a long time, at some point over the life of the annuity the higher expenses will likely outweigh the bonus credit. If you are considering this type of annuity, you should carefully review the benefit from the bonus against the possibly higher fees and expenses.

IRA Rollover

The largest source of Individual Retirement Account (“IRA”) contributions comes from individuals who move their money from their employer-sponsored retirement plans, such as 401(k) and 403(b) plans, when they leave a job. In the event you are considering moving money from your employer-sponsored retirement plan, you acknowledge receipt of the “Investor’s Rollover Guide” and have reviewed the document with your financial professional to decide whether an IRA rollover is right for you.

SIPC Account Protection

The securities held in your brokerage accounts are protected in accordance with the Securities Investor Protection Corporation (“SIPC”). This coverage does not protect against the market fluctuations of your securities. The coverage does not extend to certain securities that are considered ineligible for coverage.

For more details on SIPC, or to request an SIPC brochure, visit sipc.org or call 1-202-371-8300.

Securities and investment advisory services are offered through the firms: Osaic FA, Inc. and Osaic FS, Inc., broker-dealers, registered investment advisers, and members of FINRA and SIPC. Osaic FA, Inc. and Osaic FS, Inc., are separately owned and other entities and/or marketing names, products, or services referenced here are independent.